

STATE OF TEXAS §
COUNTY OF BRAZOS §

**TAX ABATEMENT AGREEMENT BETWEEN BRAZOS COUNTY
AND MESSER LLC**

This Tax Abatement Agreement (the “**Agreement**”) is entered into on this ____ day of March, 2026 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 Messer LLC, a Delaware limited liability company (the “**OWNER**”), acting herein by and through its duly authorized agents. COUNTY and OWNER may also be referred to collectively as the “**Parties**” or individually as the “**Party**”.

W I T N E S S E T H:

WHEREAS, the Texas Constitution prohibits any county, or other political subdivision, from lending its credit or granting public money to any individual, association or corporation whatsoever without a valid public purpose for doing so; and

WHEREAS, the Texas Constitution specifically states that economic development programs serve the public purpose of alleviating poverty, joblessness, economic blight, and provide other intangible benefits incidental to the development of the local economy; and

WHEREAS, the Texas legislature has authorized the creation of reinvestment zones under Tax Code Chapter 312, allowing counties to use tax abatement agreements to incentivize development to alleviate conditions that prevent economic growth; and

WHEREAS, the City Council of the City of Bryan, a Texas home rule municipality (the “**City**”) adopted an ordinance on November 18, 2025 establishing the Reinvestment Zone Number 34 in the City of Bryan, Texas being further described in **Exhibit “A”** attached hereto and incorporated herein by reference for all purposes (the “**Reinvestment Zone**”); and

WHEREAS, OWNER is planning the purchase of property located on Boatcallie Road, Bryan, Texas being further described in **Exhibit “B”** attached hereto and incorporated herein by reference for all purposes (“**Land**”) which is also located within the Reinvestment Zone; and

WHEREAS, OWNER is planning the purchase of the Land in the Reinvestment Zone with the intention to construct and operate a Liquid Air Separation Unit facility that will provide liquid nitrogen and liquid oxygen to industries in Brazos County; and

WHEREAS, OWNER expects that the proposed Liquid Air Separation Unit facility represents an approximate investment of SIXTY MILLION AND NO/100 DOLLARS (\$60,000,000) by OWNER over a multi-year period; and

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WHEREAS, the COUNTY finds the construction and operation of a Liquid Air Separation Unit facility by OWNER will provide a valuable catalyst for economic development within the geographical limits of the COUNTY by the creation of jobs associated with the facility, the attraction of new businesses and the increase in ad valorem taxes to the COUNTY; and

WHEREAS, the COUNTY finds that without this Agreement, the Project (hereinafter defined) would not be feasible, and therefore it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Tax Abatement Guidelines (hereinafter defined) and the Tax Code (hereinafter defined) in order to maintain and enhance the employment, commercial, and industrial economic base of the COUNTY; and

WHEREAS, on the 24th day of February, 2026, the COUNTY adopted amended guidelines for tax abatements that are currently under Tax Code Section 312.002 (the “**Tax Abatement Guidelines**”); and

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

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

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

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

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acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone which contributes to the economic development of the COUNTY, and the enhancement of the tax base in the COUNTY, the Parties agree as follows:

ARTICLE I DEFINITIONS

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

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

“Abatement Term” shall mean the 5-year period starting with January 1st of the first year following Completion of Construction.

“Affiliate” shall mean any person or entity which directly or indirectly controls, is controlled by or is under common control with OWNER. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity: (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity, whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty-one percent (51%) 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-one percent (51%) 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, 2026, from which all increases in the Taxable Value of the Property shall be measured.

“BCAD” shall mean Brazos Central Appraisal District.

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“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 the last to occur of: (i) the construction of the Improvements has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the OWNER, and (iii) sufficient quantities of necessary utilities are operational on the Land to allow OWNER to produce sufficient quantities of product to its customers on an on-going basis.

“Effective Date” means, subject to Section 2.7. herein, the day after all Parties have signed, on the date the last Party signs.

“Expiration Date” means the last day of the Abatement Term.

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

“First Year of Abatement” shall mean the year beginning on January 1, 2028; provided, however, that the OWNER may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the COUNTY and BCAD stating such desire (a **“Notice of First Year of Abatement Change”**); and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

“Force Majeure” shall mean any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (b) is beyond the reasonable control of the affected Party; (c) is not due to the affected Party’s fault or negligence; and (d) could not be avoided by the Party who suffers it, by the exercise of commercially reasonable efforts, including the expenditure of any reasonable sum of money. Subject to the satisfaction of the conditions set forth in (a) through (d) above, Force Majeure shall include: natural phenomena such as storms, floods, lightning, tornadoes 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 the Project; pandemic; epidemic; fires; any Governmental Authority shutdown; 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

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Force Majeure include OWNER's financial inability to perform as a result of economic hardship or changes in market conditions or any strike or labor dispute involving the employees of OWNER or any Affiliate of OWNER, other than industry or nationwide strikes or labor disputes.

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

"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).

"Guaranteed Value" shall mean the Property's Taxable Value as determined by BCAD.

"Improvements" or **"Project"** shall mean the Real Property and the Tangible Personal Property constructed or placed on the Land after the date of this Agreement consisting of a LASU facility that will provide liquid nitrogen and liquid oxygen to industries in Brazos County.

"Increased Taxable Value" shall mean the Taxable Value of 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 14.73 acres of land planned to be purchased by OWNER located in Brazos County at Boatcallie Road, Bryan, Texas and further described in **Exhibit "B"**.

"LASU" shall mean a liquid air separation unit.

"M&O" means the component of the 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.

"Payroll" shall mean the payroll numbers that OWNER or an Affiliate report to the Texas Workforce Commission quarterly for FTEs added after the Effective Date for the four preceding consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

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

“**Property**” shall mean the Real Property and Tangible Personal Property located in the Reinvestment Zone, excluding Inventory and supplies as defined under Tax Code Section 1.04.

“**Real Property**” shall mean the Land and improvements as defined under Tax Code Section 1.04.

“**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 the Real Property, and Tangible Personal Property taxed by the COUNTY.

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

“**Tangible Personal Property**” shall mean all tangible personal property, equipment, machinery, and fixtures, excluding inventory and supplies, owned or leased by OWNER that is added to the Improvements subsequent to the execution of this Agreement as defined under Tax Code Section 1.04.

“**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 February 24, 2026.

“**Tax Code**” shall mean the Texas Tax Code in effect as of the Effective Date.

“**Taxable Value**” means the appraised value (taking into consideration the cost basis in accordance with Section 23.0101 of the Tax Code) of the Property as certified by the BCAD for a given year.

ARTICLE II GENERAL PROVISIONS

2.1 OWNER has purchased or intends to purchase the Land. The Land is located within the geographic limits of the COUNTY and within the Reinvestment Zone. OWNER intends to construct, or cause to be constructed, the Project on the Land.

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



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

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

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

2.6 The “Term” of this Agreement shall begin on the Effective Date and shall continue until the last day of the Abatement Term, unless sooner terminated as provided herein.

2.7 This Agreement shall not be effective until such time as the following conditions precedent having been satisfied: (i) this Agreement is fully executed by both the COUNTY and OWNER; (ii) and OWNER has completed the purchase of the Land and received legal ownership thereof. Notice of the Land purchase must be provided to the County within thirty (30) days after OWNER completes its purchase of the Land.

**ARTICLE III
TAX ABATEMENT AUTHORIZED**

3.1 Tax abatement under this Agreement is authorized by the Tax Code and in accordance with the Tax Abatement Guidelines adopted by the COUNTY.

3.2 Subject to the terms and conditions of this Agreement, if the Guaranteed Value for the given year is achieved and maintained, the COUNTY hereby grants OWNER an Abatement of the Taxable Value of Property for five (5) calendar years which includes the First Year of Abatement:

<u>Tax Year</u>	<u>Guaranteed Value</u>	<u>% Abatement</u>
Year 1	\$52,500,000.00	50%
Year 2	\$47,500,000.00	50%
Year 3	\$47,500,000.00	50%
Year 4	\$47,500,000.00	50%
Year 5	\$42,500,000.00	50%

3.3 Notwithstanding any provision of this Agreement to the contrary, all tax abatements on the value of the Real Property and the Tangible Personal Property as the result of this Agreement shall not exceed five (5) years in accordance with Chapter 312 of the Tax Code.

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3.4 During the Abatement Term herein authorized, OWNER shall be subject to all applicable taxation not abated, including, but not limited to, ad valorem taxation on OWNER's Property.

**ARTICLE IV
IMPROVEMENTS AND PERFORMANCE REQUIREMENTS**

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

4.2 OWNER agrees to the Commencement of Construction no later than August 1, 2026.

4.3 As a material condition of this Agreement, OWNER shall construct the Improvements in accordance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

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

4.5 OWNER agrees to file a copy of construction plans for the Project in the office of the Brazos County, Texas 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 OWNER, and in accordance with visitor access and security policies of OWNER, in order to inspect the Improvements and ensure that the construction of the Improvements are in accordance with this Agreement and all applicable federal, state and local laws and regulations (or valid waiver thereof).

**ARTICLE V
EMPLOYMENT**

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

<u>Year</u>	<u>Total Gross Payroll</u>
1	\$750,000.00
2	\$1,350,000.00



<u>Year</u>	<u>Total Gross Payroll</u>
3	\$1,350,000.00
4	\$1,350,000.00
5	\$1,350,000.00

5.2 To establish a base year number of employees and total salaries in Brazos County, OWNER shall deliver to COUNTY the Texas Workforce Commission Quarterly Report for the previous quarter before the date of the Base Year Taxable Value. On or before August 1, 2028 and August 1st of each year thereafter, OWNER shall deliver to COUNTY documentation, including, but not limited to, Texas Workforce Commission quarterly reports, demonstrating that OWNER met the payroll targets for the preceding calendar year, the year of the appraised value.

**ARTICLE VI
OWNER’S DUTIES AND OBLIGATIONS**

6.1 OWNER 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 provision of this Agreement, in all material respects, using the Certificate of Compliance in substantially the form attached hereto as **Exhibit “C”** and incorporated herein by reference for all purposes. The submission of these reports shall be the responsibility of OWNER and shall be signed by an officer of OWNER. OWNER 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.

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

6.3 It shall be the responsibility of OWNER, pursuant to Section 11.43 of the Tax Code, to file, on or before April 30, an annual exemption application form for the Project with the Brazos County Chief Appraiser using the form attached hereto as Exhibit “D” and incorporated herein by reference for all purposes, as may be updated by BCAD from time to time. A copy of the exemption application shall be submitted to the COUNTY upon request.

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



6.5 OWNER shall allow COUNTY reasonable access, during normal business hours, and with reasonable written notice (but in no event less than seventy-two (72) hours prior written notice), to examine its records and books and all other relevant records related to OWNER's compliance with the performance requirements of this Agreement. In exercising its right of entry, the COUNTY shall not interfere with the operation of OWNER's business on the Land or at the facilities.

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

6.7 OWNER may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year, thereby deferring the Abatement Term, by delivering a notice to the COUNTY and BCAD stating such desire (a "**Notice of First Year of Abatement Change**"); and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change. The Notice of First Year of Abatement Change shall contain reasonable justification for the deferment. Such deferment is allowed due to a change in Owner's timeline due to financial circumstances or other considerations outside the reasonable control of the Owner which would include, but not be limited to, any situation(s) that constitute a Force Majeure.

ARTICLE VII BREACH AND DEFAULT

7.1 A Party shall be in breach of this Agreement if the party materially fails to meet one or more obligations under this Agreement and, following notice of such breach by the other party, the breaching party fails to cure such default within sixty (60) days' of written notice (provided, however, that in the event that such breach is not susceptible of being cured within the aforesaid cure period, the breaching party shall have an additional reasonable period of time, to be reasonably determined by the nonbreaching party, in which to cure such breach) . The breaching party must take action to cure the breach as soon as reasonably feasible and must pursue the cure diligently and continuously.

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

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7.3 In the event that a breaching party fails to cure the breach within sixty (60) days, or such longer period agreed upon in writing by the parties, the breaching party shall be in default and the nonbreaching party will have the right to terminate this agreement.

7.4 Unless otherwise permitted pursuant to this Agreement, if OWNER sells, assigns, or otherwise conveys without written consent from COUNTY the Project and/or the Land to a third party, other than an Affiliate, OWNER shall be in default under this Agreement. A sale, assignment, or other conveyance of the facilities and/or Land to a third party, other than an Affiliate, is permitted pursuant to this Agreement if the COUNTY has consented to an assignment, in whole or in part, of this Agreement to such third party.

ARTICLE VIII TERMINATION AND RECAPTURE OF TAX REVENUE

8.1 This Agreement shall terminate upon any one or more of the following: (i) by mutual agreement of the Parties; (ii) Expiration Date; (iii) by the COUNTY, if OWNER suffers an event of Bankruptcy or Insolvency; or (iv) after an event of default, at the election of the non-defaulting party.

8.2 Following an event of default, the non-defaulting party may elect to terminate this Agreement by giving the defaulting party notice of termination in accordance with the notice provisions provided below. Notice of termination may be provided at any point prior to the end of the Term.

8.3 In the event OWNER (i) has delinquent ad valorem taxes owed to the COUNTY, and does not cure such delinquency within sixty (60) days after written notice from the COUNTY (provided OWNER retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement and does not cure such breach within the notice and cure periods described in Section 7.2 and 7.3 of this Agreement, as the case may be, then OWNER shall be in default of this Agreement.

8.4 In the event of a default by OWNER, COUNTY shall have the right to tender a demand for recapture of the taxes abated from the most recent tax bill paid by OWNER prior to the event of default by OWNER. The COUNTY shall have all remedies for the collection of the abated tax described above provided generally in the Tax Code for the collection of delinquent property tax. The computation of the abated tax for the purposes of this Section 8.4 shall be based upon the full Taxable Value of the Project 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 OWNER, 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 recaptured taxes shall be due in a lump sum within sixty (60) days of demand. The recaptured taxes shall be considered delinquent

after the expiration of the sixty (60) day payment period, and in such event of delinquency the recaptured taxes shall incur a penalty of six percent (6%), plus one percent (1%) interest per month the amount remains delinquent. This provision survives termination of the Agreement.

ARTICLE IX EVENTS OF FORCE MAJEURE

9.1 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 design or construction requirement shall be extended for a period of time equal to the period such Party was delayed.

9.2. The Party asserting an event of Force Majeure shall promptly notify the other Party of same, in writing, within a reasonable time after the Party becomes aware of such event and shall provide, upon request, documentation to support such claim.

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

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

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

ARTICLE X INDEMNIFICATION

10.1 OWNER hereby agrees to waive all claims, release, indemnify, defend and hold harmless the 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 OWNER,

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its officers, agents, employees or Affiliates arising out of or in connection with the performance of this Agreement, and OWNER will at its own cost and expense defend and protect the 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 OWNER or any contractor or subcontractor under workman's compensation or other employee benefit acts.

ARTICLE XI MISCELLANEOUS

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

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

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

11.4 Assignment. The Abatement may be transferred, assumed and assigned, in whole or in part, by the OWNER to a new owner or lessee of the Property upon the approval by the COUNTY through a resolution of the Brazos County Commissioners' Court; and provided that all conditions and if required by the COUNTY, obligations, in this Agreement are guaranteed by assignee. Approval of a transfer of the Abatement shall not be unreasonably withheld or delayed by the COUNTY. As a condition of transfer of the Abatement, an assignment fee of up to \$10,000.00 may be required, with the maximum fee being \$10,000.00 ("**Transfer Fee**"). No assignment of the Abatement shall be approved if the OWNER or the assignee are indebted to the COUNTY for ad valorem taxes or other obligations. Notwithstanding anything in this Agreement to the contrary, upon 90 days advance notice to the COUNTY, OWNER may assign this Agreement, without the prior written consent of the COUNTY, to: (i) any of its Affiliates, or (ii) any successor in interest to OWNER as a result of a merger, consolidation, reorganization or similar transaction, each with no Transfer Fee or guaranty required. If the COUNTY consents to an assignment of the Abatement, or if consent by the COUNTY is not required for an assignment of the Abatement as detailed in this Section 11.4: (a) the COUNTY will require that OWNER, assignee, and COUNTY enter into an amendment to this Agreement, detailing the transfer and assignment of this Agreement to assignee and assignee's assumption of this Agreement; and (b) 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. The contact information for each Party is as follows:

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

If intended for the OWNER, send to:
Messer LLC
Attn: Legal & Compliance
200 Somerset Corporate Blvd., Suite 7000
Bridgewater, New Jersey 08807

With an additional copy to:
Messer LLC
Attn: Tax Department
200 Somerset Corporate Blvd., Suite 700
Bridgewater, New Jersey 08807

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 OWNER intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the COUNTY and OWNER or permitted assignees of the COUNTY



and OWNER, except that the indemnification and hold harmless obligations by OWNER provided for in this Agreement shall inure to the benefit of the indemnitees named herein.

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

11.11 Employment of Undocumented Workers. During the term of this Agreement, OWNER agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), OWNER shall repay to COUNTY all taxes abated under this Agreement as of the date of such violation within 120 days after the date OWNER is notified by COUNTY of such violation. OWNER is not liable for a violation of this Section by a vendor or subcontractor with whom OWNER 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 OWNER acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between COUNTY and OWNER, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either COUNTY or OWNER to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

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

11.16 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.

DS
BCW

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

BRAZOS COUNTY:

ATTEST:

APPROVED

Karen McQueen, County Clerk

Duane Peters, County Judge

DATE: _____

APPROVED AS TO FORM:

Edward C. Bull IV, General Counsel

[Remainder of the page intentionally left blank - signatures continue on the next page]

MESSER LLC

Initial
GS

Signed by:
Rob Capellman
62AF810CE433450
BY: _____
Rob Capellman
President, Global Electronics and Chief Commercial Officer/EVP

DATE: March 11, 2026

APPROVED AS TO FORM:

Signed by:
Teresa Ereon Giltner
F59BE57138B8451

Counsel for Messer LLC, Teresa Ereon Giltner

DS
BCW

EXHIBIT "A"
DESCRIPTION OF REINVESTMENT ZONE NO. 34

EXHIBIT "A"

FIELD NOTES DESCRIPTION
OF A
14.73 ACRE TRACT
STEPHEN F. AUSTIN 4 ND. 1D LEAGUE SURVEY, ABSTRACT 63
BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 14.73 ACRES LYING IN THE STEPHEN F. AUSTIN NO. 10 LEAGUE SURVEY, ABSTRACT 63, IN BRAZOS COUNTY, TEXAS, 2.40 ACRES BEING OUT OF THE REMAINDER OF A CALLED 34.84 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GRT INTERESTS, LLC RECORDED IN VOLUME 11941, PAGE 227 OF THE OFFICAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), AND BEING ALL OF A CALLED 12.34 ACRE TRACT OF LAND DESCRIBED IN A DEED TD GRT INTERESTS, LLC RECORDED IN VOLUME 12024, PAGE 282 (OPRBCT), MEASURED TO BE 12.73 ACRES; SAID 14.73 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8 inch iron rod found on the northwest line of the remainder of a called 51.00 acre tract of land described in a deed to Gooseneck Trailer Manufacturing Company, Inc. recorded in Volume 229, Page 680 of the Deed Records of Brazos [aunty, Texas (ORBCT), at the south corner of Lot1, Block 10 of said Carrabba Industrial Park Phase 10A, same being the east corner of a called 4.14 acre tract of land described in a deed to Rebecca Joan Crawford Russell recorded in Volume 11067, Page 152 (OPRBCT), from which a 1/2 inch iron rod with a plastic cap stamped 'CARLOMAGNO' found in the northeast right-of-way line of Boatcallie Road (right-of-way width varies, dedicated unknown), at the south corner of said Russel tract bears S 41° 49' 51" W a distance of 662.25 feet, and the City of Bryan GPS Monument No. 125 bears 5 11° 21' 59" E a distance of 3,009.90 feet from said 3/8 inch iron rod;

THENCE, with the southwest line of said Carrabba Industrial Park Phase 10A, N 47° 54' 26" W, a distance of 637.55 feet to a calculated corner lying on the northeast line of a called 4.14 acre tract of land described in a deed as "Tract One" to Patricia Grace Crawford recorded in Volume 11067, Page 152 (OPRBCT), at the west corner of Lot 3, Block 10 of said Carrabba Industrial Park Phase 10A, same being the most southerly corner of said remainder tract, for the southeast corner and POINT OF BEGINNING hereof;

THENCE, with the southwest line of said remainder tract, N 47° 54' 26" W, a distance of 174.18 feet to 1/2 inch iron rod with a plastic cap stamped 'SM KLING RPLS 2003' found in the southwest line of said remainder tract, at the north corner of said "Tract One", same being the east corner of said GRT 12.34 acre tract, for an interior ell corner hereof;

THENCE, with the common line of said GRT 12.34 acre tract and said "Tract One", S 41° 53' 39" W, a distance of 670.90 feet to a 1/2 inch iron rod with plastic cap stamped 'SM KLING RPLS 2003' found for the south common corner of said GRT 12.34 acre tract and said Crawford tract, lying on the northeast right-of-way line of said Boatcallie Road;

THENCE, with the northeast right-of-way line of said Boatcallie Road, N 48° 34' 30" W, a distance of 791.90 feet to a 5/8 inch iron rod found on the northeast right-of-way line of said Boatcallie Road, at the west corner of said GRT 12.34 acre tract, same being the south corner of a called 2.66 acre tract of land described in a deed to the City of Bryan recorded in Volume 7680, Page 223 (OPRBCT), for the most westerly corner hereof;

THENCE, with the northwest line of said GRT 12.34 acre tract, N 41° 05' 03" E, at a distance of 340.18 feet passing a point from which a 3/4 inch iron pipe found for the east corner of said City tract, same being the south corner of a called 9.037 acre tract of land described in a deed to 5123 Trust recorded in Volume 7787,

Page 163 (OPRBCT) bears $54^{\circ}35'52''$ E a distance of 5.15 feet, said 5123 tract and said City tract both having an apparent overlap in deed descriptions with said GRT 12.34 acre tract, and continuing for a total distance of **677.34 feet** to a 1 inch iron pipe found on the southwest line of a called 100 acre tract of land described in a deed to Tony L. Marino recorded in Volume 154, Page 262 (ORBCT), for the north corner of said GRT 12.34 acre tract and the east corner of said 5123 tract, for the northwest corner hereof;

THENCE, with the southerly lines of said Marino tract, for the following two (2) bearings and distances:

- 1) **S $48^{\circ}06'52''$ E**, a distance of **652.22 feet** to a 6 inch cedar fence post found at the south corner of said Marino tract, same being the west corner of said remainder tract;
- 2) **N $41^{\circ}40'26''$ E**, a distance of **322.89 feet** to a calculated corner lying on the common line of said Marino tract and said remainder tract, for a northerly corner hereof, from which a 3/8 inch iron rod found at the common north corner of said Marino and said remainder tract bears **N $41^{\circ}40'26''$ E** a distance of 1,266.36 feet;

THENCE, departing said common line and severing said remainder tract, **S $48^{\circ}42'14''$ E**, a distance of **295.59 feet** to a calculated corner lying on the west side of the cul-de-sac of Roughneck Orive (70' wide right-of-way per plat) of said Carrabba Industrial Park Phase 10A, said calculated corner marking the beginning of a non-tangent curve to the left;

THENCE, around said cul-de-sac, with the northerly lines of said Carrabba Industrial Park Phase 10A, for the following two (2) courses and distances:

- 1) With said curve to the right, having a radius of **80 feet**, an arc length of **29.18 feet**, a delta angle of **$21^{\circ}27'49''$** , and a chord which bears **S $21^{\circ}27'49''$ E**, a distance of **29.01 feet** to a calculated corner;
- 2) **S $41^{\circ}19'16''$ W**, a distance of **313.56 feet** to the **POINT OF BEGINNING** hereof and containing **14.73 acres**, more or less.

Surveyed on the ground March 2025 under my supervision. See plat prepared March 2025 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone (4203), Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYC52). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011885434499 (calculated using GEOID128): Reference drawing: 25-0305.




 _____ **3/25/25**
 Nathan Paul Kerr
 Registered Professional Land Surveyor No.

EXHIBIT "B"
CURRENT DESCRIPTION OF THE LAND

A field notes description of 14.73 acres lying in the STEPHEN F. AUSTIN LEAGUE NO. 10 SURVEY, ABSTRACT 63, in Brazos County, Texas, 2.40 acres being out of the remainder of a called 34.84 acre tract of land described in a Deed to GRT Interests, LLC recorded in Volume 11941, Page 227 of the Official Public Records of Brazos County, Texas (OPRBCT), and being all of a called 12.34 acre tract of land described in a Deed to GRT Interests, LLC recorded in Volume 12024, Page 282 (OPRBCT), measured to be 12.73 acres; said 14.73 acres being more particularly described by metes and bounds as follows:

Commencing at a 3/8 inch iron rod found on the Northwest line of the remainder of a called 51.00 acre tract of land described in a Deed to Gooseneck Trailer Manufacturing Company, Inc. recorded in Volume 229, Page 680 of the Deed Records of Brazos County, Texas (DRBCT), at the South corner of Lot 1, Block 10 of said Carrabba Industrial Park Phase 10A, same being the East corner of a called 4.14 acre tract of land described in a Deed to Rebecca Joan Crawford Russell recorded in Volume 11067, Page 152 (OPRBCT), from which a 1/2 inch iron rod with a plastic cap stamped 'Carlomagno' found in the Northeast right-of-way line of Boatcallie road (a variable width right-of-way, appears to be prescriptive in nature), at the South corner of said Russel tract bears S 41° 49' 51" W a distance of 662.25 feet;

Thence, with the Southwest line of said Carrabba Industrial Park Phase 10A, N 47° 54' 26" W, a distance of 637.55 feet to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'Kerr Surveying') on the Northeast line of a called 4.14 acre tract of land described in a Deed as "Tract One" to Patricia Grace Crawford recorded in Volume 11067, Page 152 (OPRBCT), at the West corner of Lot 3, Block 10 of said Carrabba Industrial Park Phase 10A, same being the most Southerly corner of said remainder tract, for the Southeast corner and point of beginning hereof, from which the City of Bryan monument GPS-125 bears S 17° 31' 01" E, a distance of 3,542.89 feet;

Thence, with the Southwest line of said remainder tract, N 47° 54' 26" W, a distance of 174.18 feet to 1/2 inch iron rod with a plastic cap stamped 'SM Kling RPLS 2003' found in the Southwest line of said remainder tract, at the North corner of said Crawford tract, same being the East corner of said GRT 12.34 acre tract, for an interior ell corner hereof;

Thence, with the common line of said GRT 12.34 acre tract and said Crawford tract, S 41° 53' 39" W, a distance of 670.90 feet to a 1/2 inch iron rod with plastic cap stamped 'SM Kling RPLS 2003' found for the South common corner of said GRT 12.34 acre tract and said Crawford tract, lying on the Northeast right-of-way line of said Boatcallie road;

Thence, with the Southwest line of said GRT 12.34 acre tract, along the Northeast right-of-way line of said Boatcallie road, N 48° 34' 30" W, a distance of 791.90 feet to a 5/8 inch iron rod found at the West corner of said GRT 12.34 acre tract, same being the South corner of a called 2.66 acre tract of land described in a Deed to the City of Bryan recorded in Volume 7680, Page 223 (OPRBCT), for the most Westerly corner hereof;

Thence, with the Northwest line of said GRT 12.34 acre tract, N 41° 05' 03" E, at a distance of 340.18 feet passing a point from which a 3/4 inch iron pipe found for the East corner of said City tract, same being

the South corner of a called 9.037 acre tract of land described in a Deed to 5123 Trust recorded in Volume 7787, Page 163 (OPRBCT), bears S 48° 35' 52" E, a distance of 5.15 feet, said 5123 tract and said City tract both having an apparent overlap in Deed descriptions with said GRT 12.34 acre tract, and continuing for a total distance of 677.34 feet to a 1 inch iron pipe found on the Southwest line of a called 100 acre tract of land described in a Deed to Tony L. Marino recorded in Volume 154, Page 262 (DRBCT), for the North corner of said GRT 12.34 acre tract and the East corner of said 5123 tract, for the Northwest corner hereof;

Thence, with the common lines of said GRT tracts and said Marino tract, for the following two (2) bearings and distances:

- 1) S 48° 06' 52" E, a distance of 652.22 feet to a 6 inch cedar fence post found at the South corner of said Marino tract, same being the West corner of said remainder tract;
- 2) N 41° 40' 26" E, a distance of 322.89 feet to a calculated corner lying on the common line of said Marino tract and said remainder tract, for a Northerly corner hereof, from which a 3/8 inch iron rod found at the common North corner of said Marino and said remainder tract bears N 41° 40' 26" E, a distance of 1,266.36 feet;

Thence, departing said common line and severing said remainder tract, S 48° 42' 14" E, a distance of 295.59 feet to a calculated corner lying on the West side of the cul-de-sac of Roughneck drive (70' wide right-of-way per plat) of said Carrabba Industrial Park Phase 10A, said calculated corner marking the beginning of a non-tangent curve to the left;

Thence, around said cul-de-sac, with the Northerly lines of said Carrabba Industrial Park Phase 10A, for the following two (2) courses and distances:

- 1) With said curve to the right, having a radius of 80.00 feet, an arc length of 29.18 feet, a delta angle of 21° 27' 49", and a chord which bears S 21° 27' 49" E, a distance of 29.01 feet to a 1/2 inch iron rod set for the North corner of Lot 3, Block 10 of said Carrabba Industrial Park Phase 10A;
- 2) S 41° 19' 16" W, a distance of 313.56 feet to the point of beginning hereof and containing 14.73 acres, more or less.

EXHIBIT "C"
STATEMENT OF COMPLIANCE
WITH AGREEMENT FOR TAX ABATEMENT WITH MESSER LLC.
IN CITY OF BRYAN MESSER REINVESTMENT ZONE NO. 34

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

MESSER LLC ("OWNER") hereby certifies any improvements on the Property, as called for in the above referenced Agreement:

_____ HAVE BEEN completed and constructed in every material respect pursuant to said Agreement.

_____ HAVE NOT BEEN completed or constructed in every material respect pursuant to said Agreement.

OWNER further certifies that it:

_____ HAS complied with all applicable and material terms of said Agreement.

_____ HAS NOT complied with all applicable and material terms of said Agreement.

Signed this _____ day of _____, 20__.

MESSER LLC.

By: _____

Name: _____

Title: _____

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

Signed this _____ day of _____, 20__.

By: BRAZOS COUNTY, TEXAS

Duane Peters, County Judge

ATTEST:

Karen McQueen, County Clerk

EXHIBIT "D"

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.

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