Contract ID# 200902-7

STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN
WALLER COUNTY, TEXAS,
BROOKSHIRE DRYING CO INC. AND TEXAS RICE MILLING, INC.

This Agreement is entered into by and between the County of Waller, Texas ("County"), duly acting herein by and through the County Judge, Brookshire Drying Co, Inc. ("Brookshire Rice Dryer") and Texas Rice Milling, Inc. ("Texas Rice Milling"), and collectively known as ("Companies"), both located within the jurisdictional limits of the City of Brookshire and Waller County, Texas, and specifically located within the "Waller County Brookshire Rice Dryer Reinvestment Zone 7" ("Reinvestment Zone"), on this the 2nd day of September, 2020.

RECITALS:

WHEREAS, the County has previously adopted Tax Abatement Policy Guidelines & Criteria ("Policy") governing Tax Abatement Agreements and Reinvestment Zones; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing Tax Abatement Agreements to be entered into by the County; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the Policy previously adopted by County, and for the long-term benefit of the County;

NOW THEREFORE, the parties do hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The real property improvements that are the subject of this Agreement shall be referred to as the "Premises," and the Premises are described in Exhibit "A" and Exhibit "B," which are attached hereto and incorporated herein.

2. Companies shall make or cause to made real and personal property improvements (the "Improvements") in the Premises and the real property improvements thereon prior to January 1, 2022. In addition, starting Year 1 of the Abatement Period, Companies shall install or maintain at the Premises of a taxable value of at least $722,500.00 in real property improvements and $5,420,000.00 in personal property improvements of the types described on Exhibit "B" hereto for purposes of allowing Companies to operate the Premises as required in Section 3.

   a. Companies shall ensure the real property improvements and installation of any equipment are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   b. Companies shall have additional reasonable time to complete the Improvements and installation of the Personal Property in the event of force majeure, if Companies are diligently and faithfully pursuing completion thereof. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Companies including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

3. Companies shall, by January 1, 2022 and until the expiration of this Agreement, continuously operate and maintain the Premises as a rice milling facility. If Companies'

operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

4. Companies shall file the Forms 50-116, 50-141, and 50-142, and any other required documentation, to verify real and personal property values for the abatement granted, to the Waller County Appraisal District annually during the term of this Agreement for so long as the law requires annual application. Failure to do so may result in the termination of this Agreement.

5. Companies shall, in writing in a form reasonably acceptable to both the Companies and the County, and until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the New Employee requirements set forth herein and in Exhibit "C" to the County.

6. For the duration of this Agreement, Companies shall employ an agreed number of persons, subject to the requirements of Exhibit "C," which is attached hereto and incorporated herein.

    a. Beginning year one of the abatement term, and continuing through December 31 of the final year of the abatement term, at least 4 New Employees (as defined herein) must be employed at or based from the Premises. The anticipated number of new and retained jobs and classifications is shown on Exhibit "C." The parties agree and understand that the number of Employees within a certain class may increase or decrease and that Companies follow the New Employee requirements so long as 4 New Employees are employed during the term of this Agreement, as described herein, regardless of the number of Employees in each position.

b. An "Employee" is a person who (i) is an Employee or contract Employee of Companies, or an affiliated entity or subsidiary of Companies, and paid directly, or in the case of a contract Employee, paid directly or indirectly, by Companies, or an affiliated entity or subsidiary, and (ii) regularly works at least forty (40) hours a week at or based from the Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave. A "New Employee" is an Employee who did not work for the Companies prior to this Agreement and whose employment is related to the expansion.

c. To the greatest extent possible, and where there are qualified applicants living in Waller County, Companies shall make a good faith effort to employ all such persons living in Waller County, Texas.

d. Companies, upon request by the County, shall validate compliance with Exhibit "C" by allowing the County to review Companies' records and documents on location at the Premises, or via email, that are directly related to Companies' obligations with regards to the New Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 6; provided, however, such review must be done during normal business hours no more than once per calendar year, the County shall not be permitted to photocopy any documentation, Companies may withhold any information it reasonably deems to be sensitive information (subject to the requirements of any applicable statute), the County agrees it will make best efforts not to interrupt the Companies' business with such reviews, and Companies shall not be required to disclose the names or other sensitive personally identifiable information (such as

social security numbers, home addresses or telephone numbers) of specific employees.

7. It is understood and agreed among the parties that, beginning January 1, 2022 and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year, including the value of any partially completed Improvements.

8. Companies shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of their respective tax documents to the County for the purpose of verifying rendered values.

9. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes for the Premises, which would otherwise be owed to the County shall be abated.

   a. The abatement shall be only for real property improvements and qualifying personal property, as listed in Exhibit "B" in an amount equal to the percentages listed below:

Brookshire Rice Dryer (real property)	Texas Rice Milling (New Milling Equipment)
Year 1 2022 – 45%	Year 1 2022 – 45%
Year 2 2023 – 45%	Year 2 2023 – 45%
Year 3 2024 – 45%	Year 3 2024 – 45%
Year 4 2025 – 45%	Year 4 2025 – 45%

   b. The abatement percentages in Section 9.a shall be applied to the taxes assessed for each year during the Abatement Period on the value of the real property improvements and qualifying personal property only of the types shown on Exhibit "A" and Exhibit "B."

c. Said "Abatement Period" shall extend for a period of years, commencing January 1, 2022 and terminating December 31, 2025.

d. The certified appraised value of the real property improvements at the Premises then-completed by Brookshire Rice Dryer must not be less than $722,500.00 in the first taxable year of the Abatement Period. If the value of the real property Improvements falls below $722,500.00 for Brookshire Rice Dryer or the value of new milling equipment falls below $5,420,000.00 for Texas Rice Milling, then the amount of the abatement for that company will be adjusted downward by the same percentage as the reduction in value. The adjustment to the abatement percentage shall continue for the duration of the Abatement Period and shall be in addition to any other adjustments that may be made pursuant to Section 9.f or 12.

e. Companies shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect Companies' right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

f. If the certified appraised value of the real property Improvements and Personal Property at the Premises then-completed by Companies are reduced, regardless of the initial appraised value, as the result of Companies' protest, the percentage of abatement granted herein will be adjusted downward by the same percentage. For example, if the protest of the certified appraised value is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on

the real property improvements would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

10. Companies shall be in default if any of the following occurs:

    a. Improvements and Personal Property are not installed in accordance with this Agreement as described in Exhibit "B," except where force majeure is provided under Section 2.b;

    b. Companies fails to employ the number of persons in accordance with this Agreement and as described in Exhibit "C" for any consecutive 90-day period;

    c. Companies fail to timely file annual renditions for the Premises and any and all Improvements or Companies fail to file an annual application with the appraisal district for so long as the law requires such an application;

    d. Companies allow their ad valorem taxes owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes; or

    e. Companies operates the Premises in violation of public health and safety laws, or allows the Premises or any part thereof to become a public nuisance, as provided under the appropriate ordinances of Waller County or the State of Texas.

11. In the event Companies default as described in Section 10, the County shall give Companies written notice of such default. If Companies have not cured such default under Sections 10.a, c, d, or e within sixty (60) days of said written notice or, if the nature of such default is such that sixty (60) days is not sufficient to affect such cure, do not commence

such cure within such sixty (60) days and diligently pursue it to completion, the County may take the actions permitted in Section 13.

12. In the event that Companies fail to maintain the required minimum number of New Employees at the Premises for any consecutive 90-day period, the tax abatement granted by this Agreement will be reduced as a percentage based on the difference. The amount of the tax abatement granted by this Agreement for the tax year following the year in which the requirement was not met is reduced by the same percentage, rounded to the nearest whole number, as the percentage decrease in the actual number of New Employees that is maintained in the 90-day period. For example, if the actual average number of New Employees is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the real property improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should there be a reduction in both New Employees and the value of Improvements pursuant to Section 9.f, then the greater of the two shall be applied.

13. In the event of default under Sections 10.a, c, d, or e, the County may (after notice and opportunity to cure as provided for herein) terminate this Agreement, and the County, in such event, shall be entitled to recapture any and all property taxes which have been abated as a result of this Agreement for those years in which the Companies were in default under Sections 10.a, c, d, or e and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 11 above.

    a. In addition to any taxes due as a result of default hereunder, interest on any amounts subject to recapture or not current as of the time of default may be charged at the

statutory rate of delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.

b. Notwithstanding Subsection a above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

MISCELLANEOUS:

14. The County represents and warrants that the Premises do not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

15. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties. However, this Agreement cannot be assigned by Companies without the County's prior written consent, which shall not be unreasonably withheld. This Agreement does not inure to the benefit of any third-party, except permitted successors or assigns.

16. It is understood and agreed between the parties that Companies are acting independently in the performance of their obligations hereunder, and the County assumes no responsibilities or liabilities for Companies' performance of this Agreement. Companies agree to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to Companies' performance under this Agreement.

17. Companies agree that the County and its agents or employees shall have the reasonable right of access to the Premises to inspect the Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County shall have the continuing right to ensure

that the Premises are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. The County agrees (i) to give Companies notice of its intent to inspect the Premises a reasonable amount of time prior to such inspections, (ii) that such inspections shall be during normal business hours, and (iii) Companies shall be permitted to have a representative accompany the County's representative(s) at all times during such inspections. The County's inspections, if any, shall not constitute an acknowledgment or certification to Companies, or any third party, that Companies followed federal, state, or local laws or regulations.

18. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement. Any disputes regarding this Agreement shall be litigated or mediated in Waller County, Texas.

19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on September 2, 2020, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

20. All amendments and additions to this Agreement and its Exhibits must be approved by Companies and the Waller County Commissioners Court.

21. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

22. Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

23. The parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

24. In the event of any litigation, non-binding mediation, or other dispute resolution process arising out of this Agreement, the parties agree that each shall be responsible for its own costs and fees associated with any such legal action, notwithstanding that the prevailing party may recover reasonable attorney's fees associated with litigation, non-binding mediation, or other dispute resolution process arising out of this Agreement.

25. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and none of the parties hereto has relied upon any fact or representation not expressly set forth herein. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist as among the parties except as expressly stated herein.

26. All headings and captions used herein are for the convenience of the parties only and are of no meaning in the interpretation or effect of this Agreement.

27. Companies shall endeavor to mark any confidential documents or other information provided to the County as such. In the event that the County receives any open records requests regarding any such confidential document or information or directly regarding this Agreement or any documents or information related to or prepared in connection therewith, the County will make good faith efforts to promptly notify Companies of the request.

28. Any party hereto may request an estoppel certificate related to this project (each, a "Certificate") from another party hereto so long as the Certificate is requested in connection with a bona fide business purpose. The Certificate, which if requested, will be addressed to a subsequent purchaser or assignee of Companies or other party designated by

Companies which shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default, if such is the case, the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the Certificate.

29. Companies, as parties to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or County actions authorizing same, and Companies shall be entitled to intervene in said litigation.

30. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

Honorable Trey Duhon
County Judge for Waller County, Texas
836 Austin Street, Suite 203
Hempstead, Texas 77445

For Brookshire Rice Dryer, Inc:

Wayne England, VP
1019 Bains Street
Brookshire, Texas 77423

For Texas Rice Milling, Inc:

Wayne England, VP
1019 Bains Street
Brookshire, Texas 77423

Parties may designate a different notice party or address by giving the other parties at least ten (10) days' written notice in the manner prescribed above.

This Agreement is being executed on September 2, 2020

Waller County

SEP 0 2 2020

Carbett "Trey" J. Duhon III
Waller County Judge

Date

ATTEST:

SEP 0 2 2020

Debbie Hollan
Waller County Clerk

Date

Brookshire Rice Dryer, Inc.

Sept 28, 2020

By:

Date

Name: Wayne England

Title: Vice President

Texas Rice Milling, Inc.

Sept 28, 2020

By:

Date

Name: Wayne England

Title: Vince President

EXHIBIT A - SUPPORT DOCUMENTATION FOR REINVESTMENT ZONE OR SITE PLAN

Attach copy of plat and legal description (generally available from Title Company at closing) and a site plan showing the approximate location of real property and improvements (buildings, driveways and fences, etc.). Drawing doesn't have to be an engineered drawing, but must show all proposed improvements in the reinvestment zone. Please provide the address if you have one. Include as many documents as needed to provide the information.

Legal description:

All that certain 7.415 acre tract of land in the William Copper League, Abstract 20, City of Brookshire, Waller County, Texas. Said 7.415 acre tract being comprised of Block 21, Block 22, Fractional Block 40 and Fractional Block 41 of the Kellner, an additional to the City of Brookshire recorded in Volume 13, Page 509, Deed Records Waller County, Texas. Said 7.415 acre track also including portions of Sturm Street (80-feet wide) and Depot Street (50-feet wide), and also containing those certain tracts of land called First Tract, Second Tract, and Third Tract as recorded in Deed to Brookshire Drying Company, Inc. Recorded in Volume 182, Page 163, Deed Records Waller County, Texas. The residue of that certain called 1,880 acre tract recorded in Volume 0630, Page 828, Official Records Waller County, Texas. And that certain called 0.388 acre tract recorded in Volume 1009, Page 614, Official Records Waller County, Texas.

Attached plat and site plan

Please provide a clear copy of the plat and site plan. If possible, include it on paper no larger than legal size. This may be difficult for some attachments. If you need to use a larger page size to ensure readability, then please do.

See included survey and plat.

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

FIELD NOTES FOR A 7.415 ACRE TRACT OF LAND IN THE WILLIAM COOPER LEAGUE, ABSTRACT 20, CITY OF BROOKSHIRE, WALLER COUNTY, TEXAS, SAID 7.415 ACRE TRACT BEING COMPRISED OF BLOCK 21, BLOCK 22, FRACTIONAL BLOCK 40, AND FRACTIONAL BLOCK 41 OF THE TOWN OF KELLNER, AN ADDITION TO THE CITY OF BROOKSHIRE RECORDED IN VOLUME 13, PAGE 509, DEED RECORDS, WALLER COUNTY, TEXAS, SAID 7.415 ACRE TRACT ALSO INCLUDING PORTIONS OF STURM STREET (80-FEET WIDE) AND DEPOT STREET (50-FEET WIDE), AND ALSO CONTAINING THOSE CERTAIN TRACTS OF LAND CALLED FIRST TRACT, SECOND TRACT, AND THIRD TRACT AS RECORDED IN DEED TO BROOKSHIRE DRYING COMPANY, INC. RECORDED IN VOLUME 182, PAGE 163, DEED RECORDS, WALLER COUNTY, TEXAS, THE RESIDUE OF THAT CERTAIN CALLED 1.880 ACRE TRACT RECORDED IN VOLUME 0630, PAGE 828, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, AND THAT CERTAIN CALLED 0.386 ACRE TRACT RECORDED IN VOLUME 1009, PAGE 614, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE WEST LINE OF THE HEREIN DESCRIBED TRACT, SAME BEING THE WEST LINE OF SAID BLOCK 21, AS BEING NORTH.

BEGINNING at a ½ inch iron pipe with cap marked "Kalkomey Surveying" set at a 3-inch fence corner post in concrete found at the intersection of the south right-of-way line of Houston Street (80-feet wide) and the east right-of-way line of Bacon Street (80-feet wide - unimproved) for the northwest corner and **Place of Beginning** of the herein described tract, said point being the northwest corner of said Block 21, and being in the lower east line of an adjoining called 25.124 acre tract recorded in Volume 0726, Page 847, Official Records, Waller County, Texas;

THENCE East along the north line of the herein described tract, the north line of said Block 21, the north line of said Second Tract, the north line of said Block 22, the north line of said First Tract, and the north line of said called 0.386 acre tract, same being the south right-of-way line of Houston Street, at 557.30 feet pass a ½ inch iron rod with cap marked "2085" found 0.15 feet right of said line, at 560.45 feet pass a 5/8 inch iron rod with cap marked "5197" found 0.90 feet right of said line, at 660.50 feet pass a 5/8 inch iron rod with cap marked "Hodde & Hodde" found 0.75 feet right of said line, at 677.30 feet pass a ½ inch iron rod with cap marked "2085" found 0.20 feet right of said line, and continuing for a total distance of 680.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northeast corner of the herein described tract, the northeast corner of said Block 22, and the northeast corner of said called 0.386 acre tract, and being at the intersection of the south right-of-way line of Houston Street and the west right-of-way line of F. M. Highway 359 (80-feet wide);

THENCE South along the east line of the herein described tract, the east line of said Block 22, the east line of said called 0.386 acre tract, and the east line of said residue of a called 1.880 acre tract, same being the west right-of-way line of F. M. Highway 359, at 140.20 feet pass a ½ inch iron rod with cap marked "2085" found 1.40 feet right of said line, at 160.20 feet pass a ½ inch iron rod with cap marked "2085" found 1.30 feet right of said line, at 300.20 feet pass a ½ inch iron rod with cap marked "2085" found 0.15 feet left of said line, and continuing for a total distance of 475.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described tract and the southeast corner of said residue of a called 1.880 acre tract, and being in the existing north right-of-way line of the adjoining M. K. & T. Railroad right-of-way, from which point a ½ inch iron rod with cap marked "2085" found in the east right-of-way line of F. M. Highway 359 bears East, 80.80 feet;

THENCE West along the south line of the herein described tract and the south line of said called 1.880 acre tract, same being the existing north right-of-way line of the adjoining M. K. & T. Railroad right-of-way, 680.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southwest corner of the herein described tract and the southwest corner of said called 1.880 acre tract, said point being a reentry corner to said adjoining M. K. & T. Railroad right-of-way;

THENCE North along the west line of the herein described tract, the lower west line of said called 1.880 acre tract, the west line of the aforementioned fractional Block 40, and the west line of the aforementioned Block 21, same being the east right-of-way line of Bacon Street, at 24.35 feet pass a 3-inch fence corner post in concrete found on said line for the lower southeast corner of the aforementioned adjoining called 25.124 acre tract, at 94.80 feet pass a 1-inch iron pipe in concrete found on said line, and continuing for a total distance of 475.00 feet to the **Place of Beginning** and containing 7.415 acres of land, more or less.

For reference and further description see Survey Plat No. R8006-070-00 prepared by the undersigned on same date.



Chris D. Kalkomey, R.P.L.S.
Texas Registration Number 5869
December 11, 2008

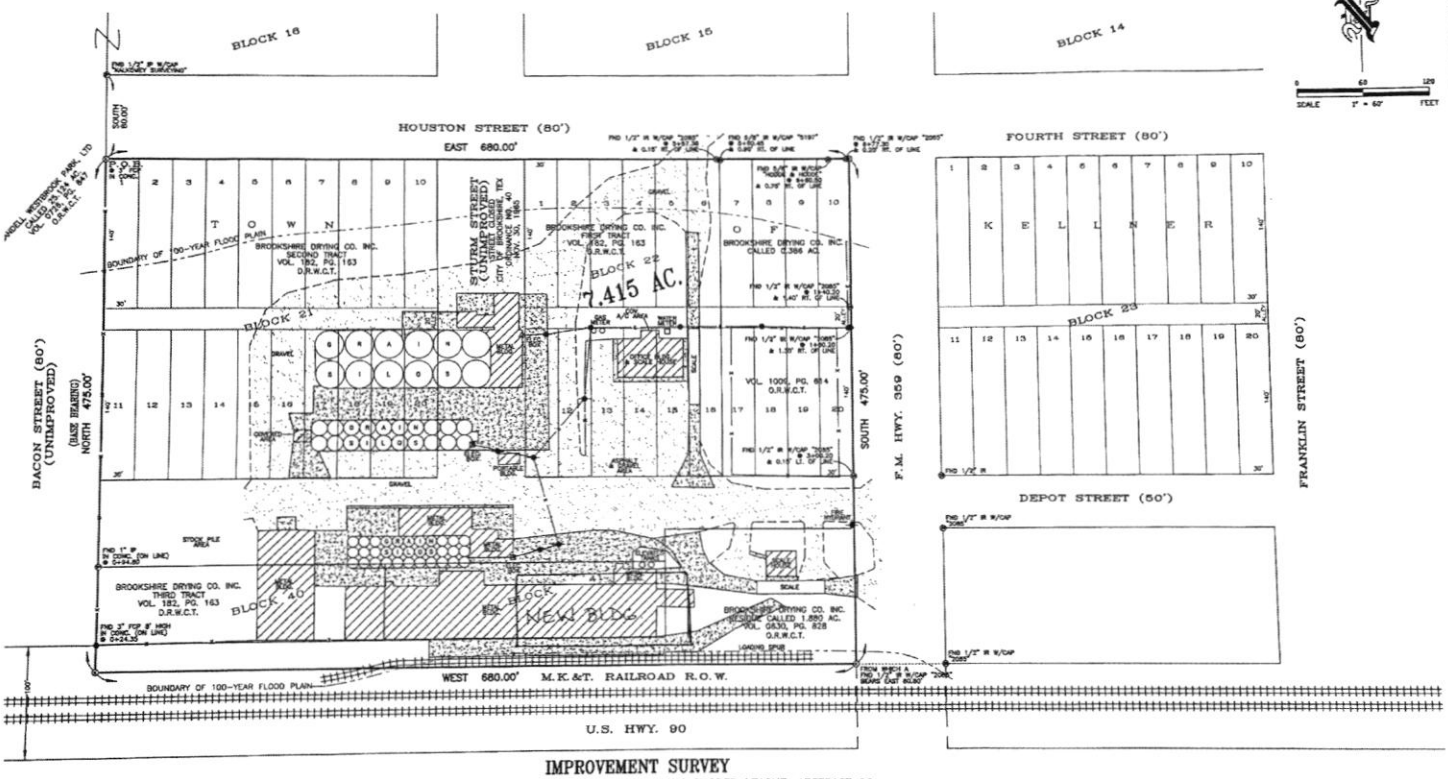
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WALLER COUNTY, TEXAS

WILLIAM COOPER LEAGUE, ABSTRACT 20

CITY OF BROOKSHIRE



IMPROVEMENT SURVEY

OF 7.415 ACRE TRACT OF LAND IN THE WILLIAM COOPER LEAGUE, ABSTRACT 20
CITY OF BROOKSHIRE
WALLER COUNTY, TEXAS

SAID 7.415 ACRE TRACT BEING COMPRISED OF BLOCK 21, BLOCK 22, FRACTIONAL BLOCK 40 AND FRACTIONAL BLOCK 41 OF THE TOWN OF KELLNER, AN ADDITION TO THE CITY OF BROOKSHIRE RECORDED IN VOLUME 13, PAGE 509, DEED RECORDS WALLER COUNTY, TEXAS

SAID 7.415 ACRE TRACT ALSO INCLUDING PORTIONS OF STURM STREET (80-FEET WIDE) AND DEPOT STREET (50-FEET WIDE), AND ALSO CONTAINING THOSE CERTAIN TRACTS OF LAND CALLED FIRST TRACT, SECOND TRACT, AND THIRD TRACT AS RECORDED IN DEED TO BROOKSHIRE DRYING COMPANY, INC. RECORDED IN VOLUME 182, PAGE 163, DEED RECORDS WALLER COUNTY, TEXAS

THE RESIDUE OF THAT CERTAIN CALLED 1.880 ACRE TRACT RECORDED IN VOLUME 0630, PAGE 828, OFFICIAL RECORDS WALLER COUNTY, TEXAS

AND THAT CERTAIN CALLED 0.386 ACRE TRACT RECORDED IN VOLUME 1009, PAGE 614, OFFICIAL RECORDS WALLER COUNTY, TEXAS

LEGEND	
⊙	SET 1/2" IP w/CAP MARKED KALKOMEY SURVEYING

GENERAL NOTES:

This tract lies within the 100-year flood plain according to the Flood Insurance Rate Map, Community-Panel Number 481097 0001, Panel 0001, dated September 2, 1981, for Waller County, Texas and incorporated areas.

Flood zones shown hereon are approximate only and based upon graphical interpretation of the above mentioned FEMA map(s).

A current title report was not available at the time of this survey, therefore it is possible that all easements of record may not be shown hereon.

Bearings are based upon the West line of the herein described tract, same being the west line of said block 21, as being North.

CHARLIE KALKOMEY Surveying, Inc. Land Surveyors
a Jones & Carter Company
9668 Harding Road · Beaumont, Texas 77705
(409) 842-8030 · (409) 892-9808 (Fax)
www.jonescarter.com
JONES&CARTER, Inc. ENGINEERS · PLANNERS · SURVEYORS
Austin * Brenham * Bryan * Dallas * Houston
Rosenberg * San Antonio * The Woodlands

STATE OF TEXAS REGISTERED CHRIS D. KALKOMEY 5869 LAND SURVEYOR

For reference and further description, see metes and bounds description, Job No. RB006-070-00, prepared by Charlie Kalkomey Surveying, Inc. on same date.

I hereby certify that this survey was made on the ground under my supervision, and that this plat correctly represents the facts found at the time of the survey.

Chris D. Kalkomey — Date: 12/11/08
Registered Professional Land Surveyor
Texas Registration No. 5869

T:\RB006-Waller\070-00-Pan Vostareck\Survey\Dwg Files\BROOKSHIRE DRYING CO.dwg Dec 10,2008 - 12:37pm BH

EXHIBIT B - SUPPORT DOCUMENTATION FOR REAL AND PERSONAL PROPERTY COVERED BY THE ABATEMENT

Personal property and fixed equipment. Total values for both should match those totals provided in the economic impact data sheet.

"**Personal Property**" as designated by the Waller County Appraisal District is anything that can be removed from the building without destroying or changing the building. This category would include any machinery or equipment that may be bolted to the floor but has a shorter life than the building and is used in the primary line of business as designated by the qualifying business type set here in the Waller County Abatement Policies.

Please attach a list of personal property to be covered by the abatement. Include value, model numbers and make for easy identification.

Real Property Improvements:

"**Real Property**" real property improvements as designated by the Waller County Appraisal District are any buildings, including any buildings that are built on skids or portable buildings, parking areas and any fences attached to the land.

NOTE: Do not include the land values as land is not eligible for tax abatement.

If available, please attach a list of the value for each building, fencing, driveways and other real property improvements along with the total value.

Real Property Improvements (Note you can replace the sample below with your own table or spreadsheet)

Description	**Value**
Building type and size	New metal building ~7,000 square feet
Driveways	Expanded driveways
Fencing	
Other Improvements	
Total	$722,500

Personal Property Equipment (fixed-in-place and primary equipment)

Please copy and paste a spread sheet here with details of personal property.

Rice milling equipment $5,420,000.

EXHIBIT C - JOB COMMITTMENTS

This information should be the same as that provided for the economic impact analysis. Any discrepancies will cause a delay in your application. You only need complete the years covered by the agreement. For example, if you have a seven year agreement, then complete years 1 – 7.

Year	Number of new jobs to be added in year one and maintained each year of the agreement
1	4
2	4
3	4
4	4
5	
6	
7	
8	
9	
10	