STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND GOYA FOODS, INC.

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("COUNTY"), and Goya Foods, Inc., or an affiliated entity or subsidiary of GOYA FOODS, INC. ("GOYA"), which is the owner of the taxable real and personal property located within Waller County, Texas ("COUNTY"), and the area generally located within the Goya Foods manufacturing and distribution center near Brookshire, TX, a Reinvestment Zone ("REINVESTMENT ZONE"), on this the 10th day of November, 2021.

RECITALS:

WHEREAS, on 10th day of May, 2017 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("ORDER"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

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

2. GOYA shall make or cause to be made real and personal property improvements (the "Improvements") at the Premises, and the Improvements shall be of the kind, number, and location specifically described in Exhibit "B," which is attached hereto and incorporated herein. In addition, GOYA shall install or maintain at the Premises a taxable value of the Improvement types described on Exhibit "B" hereto for purposes of allowing GOYA to operate the Premises as required in Section 3.

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

3. GOYA shall, by January 1, 2023 and until the expiration of this Agreement, continuously operate and maintain the Premises as a manufacturing facility. If GOYA operations at the Premises are prevented due to force majeure, such interruption of operations shall not constitute a default hereunder.

4. GOYA shall file the Forms 50-116, 50-141, 50-142, and any other required documentation, to verify personal property values and continued compliance 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. GOYA shall, in writing in a form reasonably acceptable to both GOYA and the County and, until the expiration or termination of this Agreement, annually certify compliance with this Agreement, including the Employee requirements set forth herein.

6. For the duration of this Agreement, GOYA shall employ an agreed number of persons as set forth below.

   a. By the end of year one of the abatement term, and continuing through December 31 of the final year of the abatement term, at least fifteen (15) new Employees (as defined herein) must be employed at or based from the Premises. The parties agree and understand that the number of Employees within a certain class may increase or decrease and that GOYA follow the Employee requirements so long as fifteen (15) new Employees are employed during the term of this agreement, as described herein, regardless of the number of new Employees in each position. For purposes of calculating the number of new Employees under this Section 6(a), the County shall use the number Employees employed by GOYA as of the year ended December 31, 2019.

   b. An Employee is a person who (i) is an employee or contract employee of GOYA and paid directly, or in the case of a contract employee, paid directly or indirectly, by GOYA, and (ii) regularly works at least 40 hours a week at or based from the

Premises, excluding time taken for holidays, vacations, sick leave, or other regular leave.

c. To the greatest extent possible, and where there are qualified applicants living in Waller County, GOYA shall make a good faith effort to employ all such persons living in Waller County, Texas. If GOYA finds a resident of Waller County can be hired, but only after additional training, GOYA will contact the County to assist in obtaining applicable training grants if available to ensure that citizens of Waller County are given every opportunity for employment.

d. GOYA, upon request by the County, shall validate compliance with the terms of this Section 6 by allowing the County to review GOYA records and documents on location at the Premises that are directly related to GOYA obligations with regards to the Employees for the sole purpose of verification of the information contained in the compliance certifications due pursuant to Section 5; 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, GOYA 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 GOYA business with such reviews, and GOYA 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, 2023 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. Beginning with the first abatement year, and continuing during the term of the Agreement, GOYA shall maintain a minimum additional $2,500,000 rendered taxable inventory value at the Premises, compared to the rendered taxable inventory value at the Premises for the year ended December 31, 2019 (the "Baseline Year"), as a result of the improvements listed in Exhibit "B." GOYA agrees to render the Personal Property for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing renditions. GOYA shall give the Waller County Appraisal District any necessary permission required for the Waller County Appraisal District to provide copies of GOYA 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. Said ("Abatement Period") shall be only for real and personal property Improvements in an amount equal to the percentages listed below:

      Year 1 (2023) -75%
      Year 2 (2024) -75%
      Year 3 (2025) -75%
      Year 4 (2026) -75%
      Year 5 (2027) -75%

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

c. Said Abatement Period shall extend for a period of years, commencing January 1, 2023 and terminating December 31, 2027.

d. GOYA 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 GOYA's 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.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of GOYA's protest, the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole 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 Improvements would be decreased by the same percentage, rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

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

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

b. GOYA fails to employ the number of persons in accordance with this Agreement for any consecutive 90-day period, which would reduce the abatement by the same percentage as noted in Section 12;

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

d. GOYA allows 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;

e. GOYA 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;

f. For duration of the Abatement Period, if GOYA fails to maintain an additional minimum $2,500,000 rendered taxable value of inventory at the Premises compared to the Baseline Year, as a result of the improvements listed in Exhibit B, then GOYA shall not be entitled to the abatement of property taxes for the year in which the default occurs.

11. In the event GOYA defaults as described in Section 10, the County shall give GOYA written notice of such default. If GOYA has not cured such default under Section 10 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, does 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 GOYA fails to maintain the required minimum number of 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 Employees that is maintained in the 90-day period. For example, if the actual average number of Employees is reduced by 6.6% then the percentage of the tax abatement granted in any given year under this Agreement on the Improvements would be decreased by the same percentage, rounded to the nearest whole number reducing the abatement by 7%. Should GOYA also protest the value of real property values, and that also results in a reduction of value then the greater of the two shall be applied to the reduction.

13. In the event of default under Section 10(a) and Section 10(c-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 GOYA were in default under Section 10(a) and Section 10 (c-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.

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 GOYA without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, GOYA may assign this Agreement without written consent from the County if such assignment is to any entity that, directly or indirectly, is controlled by, or is in common control with GOYA; provided that GOYA shall provide notice of any such assignment to the County at least thirty (30) days prior to the effective date of such assignment. 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 GOYA is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for GOYA's performance of this Agreement. GOYA agrees 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 GOYA's performance of this Agreement or GOYA's Premises or Improvements.

17. GOYA agrees 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 GOYA 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) GOYA 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 GOYA, or any third party, that GOYA 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, TX.

19. This Agreement was authorized by the minutes of the Commissioners Court of Waller County, Texas at this meeting on November 10, 2021, 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 GOYA 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. In the event any section, subsection, paragraph, subparagraph, or sentence herein is held invalid, illegal or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal and enforceable.

24. 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 among the parties except as expressly stated herein.

25. 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.

26. GOYA 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 GOYA of the request.

27. 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 GOYA or other party designated by GOYA 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.

28. GOYA, as a party 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 GOYA shall be entitled to intervene in said litigation.

29. 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 GOYA FOODS, INC.:

Tony Diaz
350 County Rd.
Jersey City, New Jersey 07307

Either party 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 November 10, 2021

Waller County

Carbett "Trey" Duhon III
Waller County Judge

NOV 1 0 2021
Date

ATTEST:

Debbie Hollan
Waller County Clerk

NOV 1 0 2021
Date

GOYA FOODS, INC.

By:

Nov. 10, 2021
Date

Name: Robert I. Unanue
Title: President, Goya Foods, Inc.

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 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.

Attach legal description, plat (if any) 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.

Goya Foods, Inc. | 130 ACRE TRACT - Vicinity Map

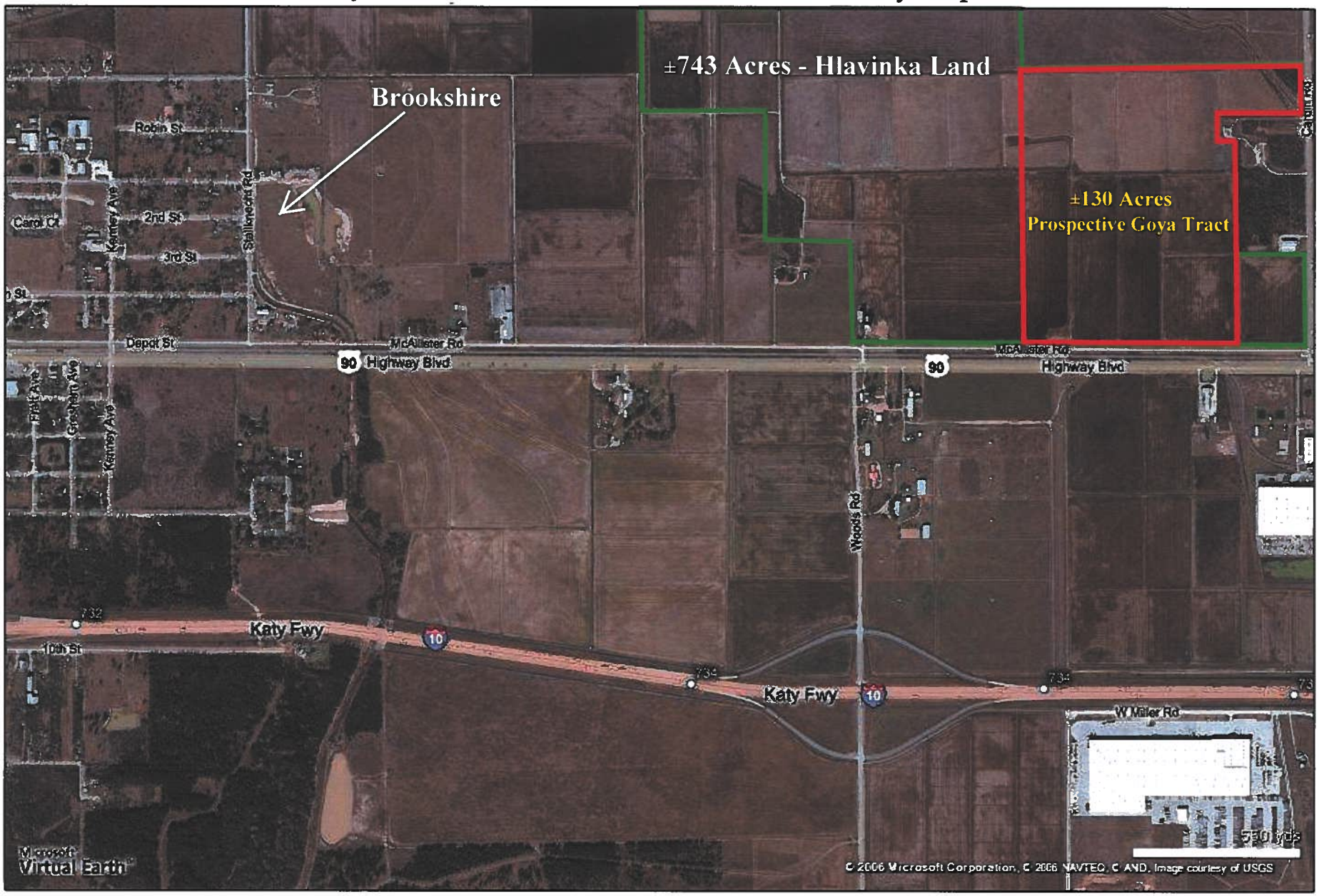


EXHIBIT A

This copyrighted report contains research licensed to JLM Commercial Advisors, Inc. - 144843

EXHIBIT A

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY
6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

FIELD NOTES FOR A 130.57 ACRE TRACT OF LAND IN THE H. & T. C. RAILROAD COMPANY SURVEY SECTION 77, ABSTRACT 156, THE H. & T. C. RAILROAD COMPANY SURVEY SECTION 101, ABSTRACT 168, AND THE T. S. REESE SURVEY, ABSTRACT 330, WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 125.105 ACRE TRACT (TRACT 3) AND THAT CERTAIN CALLED 160.0437 ACRE TRACT (TRACT 4) RECORDED IN VOLUME 475, PAGE 502, DEED RECORDS, WALLER COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE EAST LINE OF SAID SECTION 77 AS BEING NORTH 01 DEGREES 59 MINUTES 55 SECONDS WEST (ADJOINER CALLED NORTH 01 DEGREES 59 MINUTES 55 SECONDS WEST).

COMMENCING at a ½ inch iron pipe found at the intersection of the apparent occupied west right-of-way line of Shell Plant Road (also called Cardiff Road (width varies)) and the apparent occupied north right-of-way line of McAllister Road (50-feet wide) for the southeast corner of said called 125.105 acre tract, said point being in the west line of an adjoining called 671.451 acre tract (Tract 4) recorded in Volume 0882, Page 441, Official Records, Waller County, Texas, from which point a 2-inch iron pipe found for the southeast corner of said Section 77 bears North 02 degrees 32 minutes 48 seconds West, 114.43 feet (adjoiner called North 02 degrees 32 minutes 48 seconds West, 114.43 feet);

THENCE South 88 degrees 44 minutes 46 seconds West (called South 89 degrees 47 minutes 07 seconds West) along the south line of said called 125.105 acre tract, same being the apparent occupied north right-of-way line of McAllister Road, 660.67 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set on said line for the lower southeast corner and **Place of Beginning** of the herein described tract;

THENCE South 88 degrees 44 minutes 46 seconds West (called North 89 degrees 47 minutes 07 seconds West) along the south line of the herein described tract and the south line of said called 125.105 acre tract, same being the apparent occupied north right-of-way line of McAllister Road, at 1,689.71 feet pass a ½ inch iron pipe found on said line for the southwest corner of said called 125.105 acre tract, same being the southeast corner of the aforementioned called 160.0437 acre tract, and continuing for a total distance of 2,099.83 feet to a ½ inch iron pipe found for the southwest corner of the herein described tract;

THENCE North 01 degree 27 minutes 59 seconds West (called North) establishing the west line of the herein described tract, severing said called 160.0437 acre tract, 2,721.52 feet (called 2,720.92 feet) to a ½ inch iron pipe found for the northwest corner of the herein described tract, same being the southeast corner of an adjoining called 160.104 acre tract (Tract 1) recorded in Volume 475, Page 502, Deed Records, Waller County, Texas, and the southwest corner of an adjoining tract being called the Northeast Quarter of Section 77 recorded in Volume 442, Page 928, Deed Records, Waller County, Texas, from which point a found 1-½ inch bent iron pipe bears South 60 degrees 06 minutes 35 seconds West, 9.44 feet;

THENCE North 88 degrees 32 minutes 30 seconds East along the north line of the herein described tract and the north line of said called 160.0437 acre tract, same being the south line of said adjoining called Northeast Quarter of Section 77 tract, at 320.18 feet pass the northeast corner of said called 160.0437 acre tract, same being the northwest corner of the aforementioned called 125.105 acre tract, at 2,604.66 feet pass a ½ inch iron pipe found on said line for reference, and continuing for a total distance of 2,644.01 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northeast corner of the herein described tract, same being the southeast corner of said adjoining called Northeast Quarter of Section 77 tract, said point being in the east line of said Section 77, same being the west line of the aforementioned adjoining called 671.451 acre tract, and the west line of the adjoining J. G. Bennett Survey, Abstract 291, and being located within Shell Plant Road, from which point a found ½ inch iron rod bears North 03 degrees 13 minutes 51 seconds West, 14.83 feet;

THENCE South 01 degree 59 minutes 55 seconds East (called South 00 degrees 19 minutes 23 seconds East, adjoiner called South 01 degree 59 minutes 55 seconds East) along the upper east line of the herein described tract and the east line of said Section 77, same being the west line of said adjoining J. G. Bennett Survey, Abstract 291, as located in Shell Plant Road, 436.96 feet (called 436.89 feet) to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the upper southeast corner of the herein described tract, same being the northeast corner of an adjoining called 0.32 acre tract recorded in Volume 0626, Page 717, Official Records, Waller County, Texas, described in Volume 137, Page 195, Deed Records, Waller County, Texas;

THENCE South 88 degrees 00 minutes 17 seconds West (called South 89 degrees 28 minutes 28 seconds West) along the common line of the herein described tract and said adjoining called 0.32 acre tract, 690.95 feet (called 700 feet) to a ½ inch iron pipe found for a reentry corner to the herein described tract and a reentry corner to said called 125.105 acre tract, same being the northwest corner of said adjoining 0.32 acre tract;

THENCE South 02 degrees 20 minutes 18 seconds East (called South 00 degrees 38 minutes 08 seconds East) continuing along said common line, 20.00 feet (called 20 feet) to a ½ inch iron pipe found for corner, said point being the southwest corner of said adjoining called 0.32 acre tract, and being in the north line of an adjoining called 0.92 acre tract recorded in Volume 0626, Page 717, Official Records, Waller County, Texas, described in Volume 137, Page 326, Deed Records, Waller County, Texas;

THENCE South 88 degrees 00 minutes 36 seconds West (called South 89 degrees 28 minutes 28 seconds West) along the common line of the herein described tract and said adjoining called 0.92 acre tract, 172.76 feet (called 172.85 feet) to a ½ inch iron pipe found for a reentry corner to the herein described tract and a reentry corner to said called 125.105 acre tract, same being the northwest corner of said adjoining called 0.92 acre tract;

THENCE South 02 degrees 05 minutes 46 seconds East (called South 00 degrees 38 minutes 08 seconds East) continuing along said common line, 200.13 feet (called 200 feet) to a ½ inch iron pipe found for a reentry corner to the herein described tract and a reentry corner to said called 125.105 acre tract, same being the southwest corner of said adjoining called 0.92 acre tract;

THENCE North 87 degrees 58 minutes 03 seconds East (called North 89 degrees 28 minutes 28 seconds East) continuing along said line, 200.13 feet (called 200 feet) to ½ inch iron pipe found for corner, said point being the southeast corner of said adjoining called 0.92 acre tract, and being in the west line of the adjoining residue of a called 20 acre tract recorded in Volume 0626, Page 717, Official Records, Waller County, Texas, described in Volume 146, Page 181, Deed Records, Waller County, Texas;

THENCE South 02 degrees 05 minutes 55 seconds East (called South 00 degrees 38 minutes 08 seconds East) along the lower east line of the herein described tract and an interior line of said called 125.105 acre tract, same being the west line of said adjoining residue of a called 20 acre tract, and along the west line of an adjoining called 10.807 acre tract recorded in Volume 0807, Page 634, Official Records, Waller County, Texas, at 270.06 feet pass a ½ inch iron pipe found 1.93 feet left of said line, at 1,120.00 feet (called 1,120.00 feet) pass a ¾ inch iron rod found for a reentry corner to said called 125.105 acre tract, same being the southwest corner of said adjoining called 10.807 acre tract, and continuing for a total distance of 2,065.69 feet to the Place of Beginning and containing 130.57 acres of land, more or less.

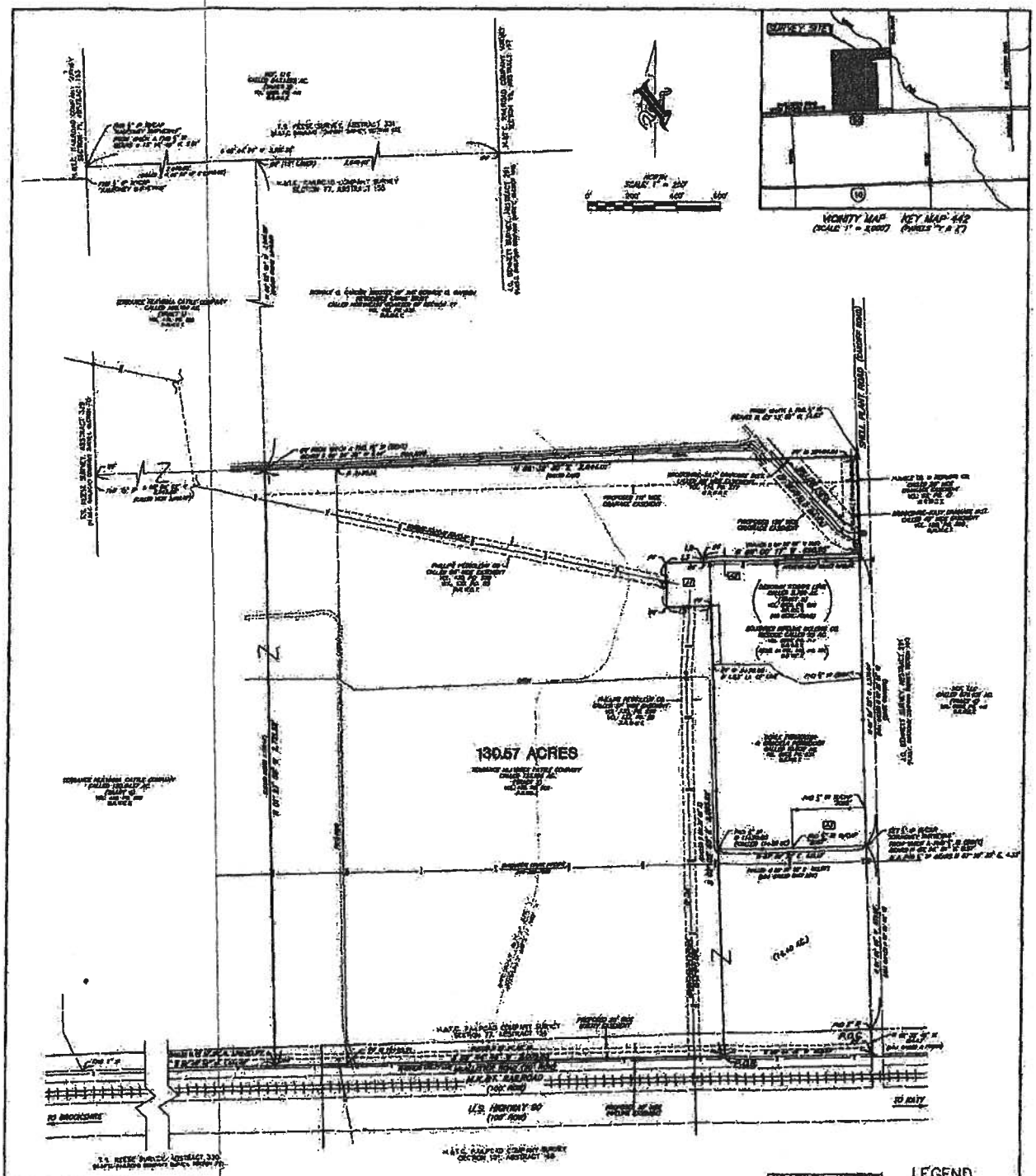
For reference and further description see Survey Plat No. R8006-093-00 prepared by the undersigned on same date.



Chris D. Kalkomey, R.P.L.S.
Texas Registration Number 5869
October 20, 2011

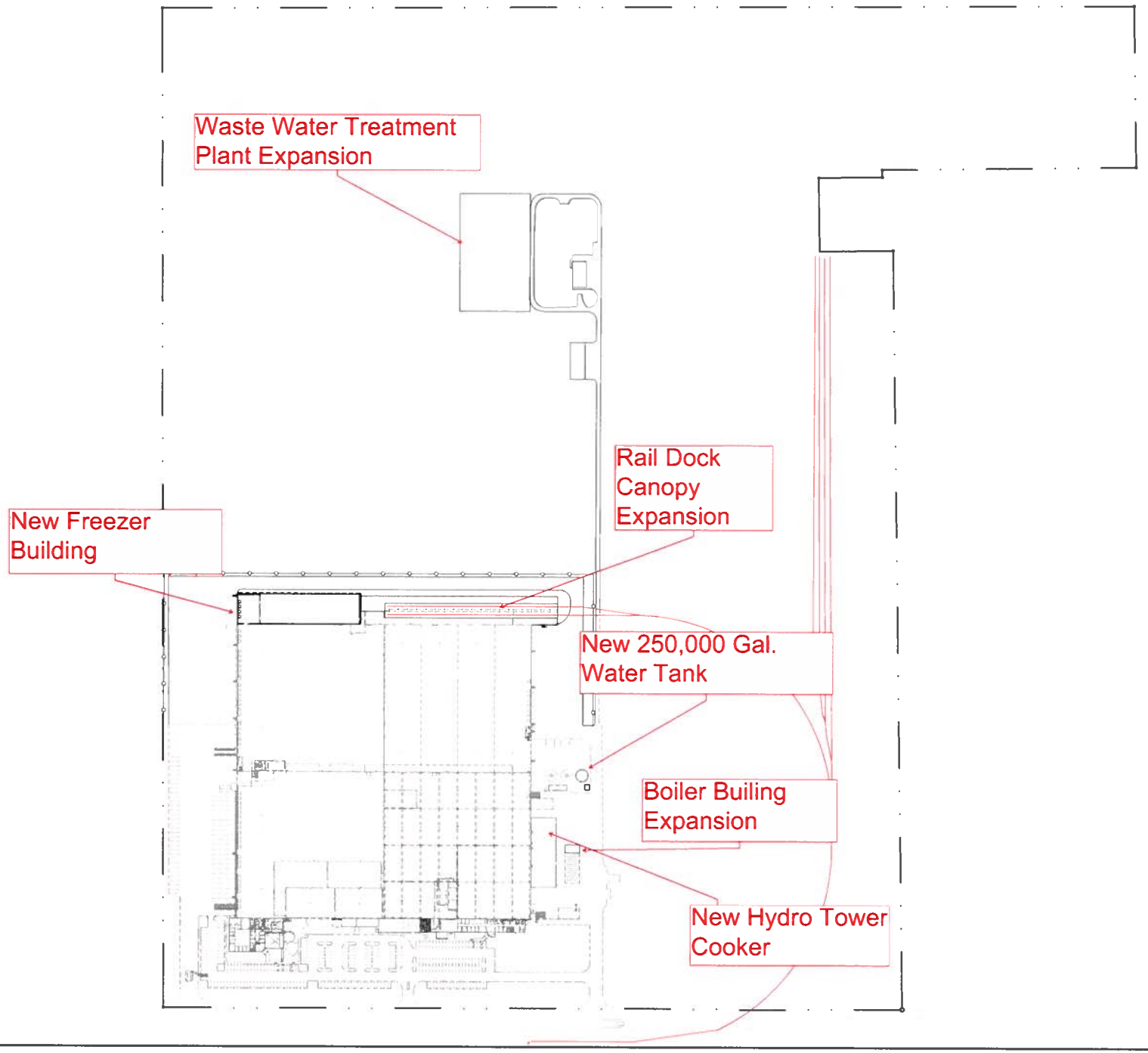
Job Number R8006-093-00

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LEGEND

LAND TITLE SURVEY
OF
130.57 ACRES
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY
SECTION 77, ABSTRACT 158
THE
T. S. REESE SURVEY, ABSTRACT 330
AND THE
H. & T. C. RAILROAD COMPANY SURVEY
SECTION 101, ABSTRACT 168
WALLER COUNTY, TEXAS
OCTOBER 2011



KDW

GOYA

GOYA EXPANSION
30602 MCALLISTER RD.
BROOKSHIRE, TX 77423

FOR REVIEW ONLY
NOT FOR PERMITTING
OR CONSTRUCTION

PROJECT NO. 20 - Rev 2
DRAWING DATE: May 11, 2021

EXHIBIT

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.

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**
Buildings (freezer building and boiler expansion)	$7,000,000
Wastewater Treatment Plant Expansion	$5,000,000
Rail Dock Canopy Expansion	$5,000,000
Total	**$17,000,000**

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

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

Description	**Value**
Hydrostatic Cooker	$10,000,000
Bean Processing and Canning Equipment	$5,000,000
Other Miscellaneous Equipment	$1,000,000
Total	**$16,000,000**

11

Exhibit C

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 10th day of May, 2017, on motion made by Klecka, Commissioner of Precinct No 2, and seconded by Barnett, Commissioner of Precinct No 3, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate the Goya Foods manufacturing and distribution center near Brookshire, Texas a reinvestment zone, pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the Goya Foods, Inc. property near Brookshire in Waller County, Texas, further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone");

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;

Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of May, 2017;

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 10th day of May, 2017.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER JERON BARNETT
Precinct No. 3

COMMISSIONER RUSSELL KLECKA
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4