CHAPTER 381
ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
WASHINGTON COUNTY, TEXAS
AND
BK STRINGER, LLC

CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN WASHNGTON COUNTY AND BK STRINGER. Ltd.

This Chapter 381 Economic Development Agreement (the "Agreement") is entered into as of March 19, 2019 (the "Effective Date") by and between Washington County, State of Texas (the "County") and BK Stringer, Ltd. ("BK Stringer"), collectively referred to herein as the (the "Parties").

WITNESSETH:

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes the commissioners court of a county to enter into an agreement to promote economic development and to stimulate, encourage, and develop business location and commercial activity in the county; and

WHEREAS, BK Stringer, LLC is a quality retail commercial developer desiring to build in excess of 200,000 square feet of quality anchored commercial retail improvements with an estimated value exceeding twenty million dollars ($20,000,000) on approximately 52 acres of land, said land being further described in **Attachment I** attached hereto and incorporated herein for all purposes pertinent (the "Property"), said Property being located at the southeast and southwest corner of east bound U.S. Highway 290E service road and Chappell Hill Road in the City of Brenham (the "Project"); and

WHEREAS, the Project, when complete, will benefit Washington County taxing entities and produce approximately ninety-six thousand dollars ($96,000) in annual property tax and two hundred thousand dollars ($200,000) in annual sales tax to Washington County; and

WHEREAS, BK Stringer has presented an economic incentive request to the County that will facilitate design and construction of the Project in a specified time described herein and built in compliance with all County Ordinances, guidelines, rules and regulations; and

WHEREAS, Washington County supports the continued growth and expansion of economic development of Washington County by entering in to this Agreement to promote and expand desirable retail commercial growth to serve all residents of Washington County and the surrounding area.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHED

1.01 The County Commissioner's court of Washington, County hereby establishes a Chapter 381 economic development program (the "Program") to encourage economic development within the County and promote new businesses and finds and determines that this Agreement will effectuate the purposes of the Program, and that BK Stringer's performance of its obligations herein will provide local economic development and stimulate business and commercial activity in the County.

ARTICLE 2.
DEFINITIONS

2.01 The terms "Agreement," "Effective Date," "County," "BK Stringer," "Project," "Property," "Parties," and "Program" shall have the meanings provided herein above.

2.02 "Sales Tax Revenue" means the actual annual sales tax revenue received by the County for the County's one half cent (0.5 cent) sales taxes assessed on sales attributable to the Project.

2.03 "Grant Payment(s)" means the periodic payments to BK Stringer to reimburse Sales Tax Revenue received by the County from the Project as provided herein.

2.04 "Cumulative Total Grant Payment(s)" means the cumulative total of periodic payments to BK Stringer received by the City of Brenham AND Washington County from the project as provided herein.

2.05 "Sales Tax Grant Payment Due Date" means December 1 following the end of each fiscal year of the County in which the County received Sales Tax Revenue from the Project.

ARTICLE 3.
TERM

3.01 The term ("Term") of this Agreement shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on December 31, 2033. The initial Grant Payment to be paid to BK Stringer by the County pursuant to this Agreement shall be paid on or before the initial Sales Tax Grant Payment Due Date of December 1, 2022, and annual Grant Payments shall be paid to BK Stringer on or before the Sales Tax Grant Payment Due Date of December 1 of each following year, with the last Grant Payment to be paid to BK Stringer on or before the final Sales Tax Grant Payment Due Date of December 1, 2033 (for a total of twelve (12) Grant Payments) unless the maximum reimbursement amount of six million dollars ($6,000,000) has already been paid to BK Stringer, at which time Grant Payments to BK Stringer shall cease.

Notwithstanding the preceding sentence in this Section 3.01, or any other provision of this Agreement, this Agreement shall terminate no later than December 31, 2033.

ARTICLE 4.
COVENANTS OF BK STRINGER

4.01 Covenants Regarding Construction and Development. In consideration of ~~City~~ County agreeing to pay BK Stringer the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, BK Stringer agrees to the following obligations that must be fulfilled in order to receive Grant Payments:

(A) Complete construction of the building to be occupied by the first tenant in the Project and obtain a Certificate of Occupancy issued by the City no later than January 1, 2021.

(B) Design and construct the Project in conformance with the criteria and development standards set forth in the ordinances, guidelines, rules and regulations of the City of Brenham, as well as applicable local, County, state, and federal laws.

(C) The total investment by BK Stringer in Project design, development, installation and construction shall be at least ten million dollars ($10,000,000). For the purposes of this Section 4.01(C), expenditures made by BK Stringer for the acquisition of the Property shall be excluded in calculating the total amount of investment by BK Stringer in Project design, development, installation and construction. BK Stringer shall provide sufficient written documentation to County in the form of cancelled checks and/or credit card transaction receipts, paid invoices, receipts for other payments, and similar proof of payment documenting the expenditure of at least ten million dollars ($10,000,000) in Project design, development, installation and construction.

(D) Design and Construct Chappell Hill Road widening improvements from the U.S. Highway 290 E eastbound service road to the southern property line of the BK Stringer Property according to City standards and specifications described in **Attachment II** – "U.S. Highway 290 Improvements and Chappell Hill Road Widening".

(E) BK Stringer shall remain current and paid on all property taxes imposed on the Project or any portion thereof, subject to appeal rights in accordance with applicable law, and subject to a right to cure any delinquency.

1. BK Stringer shall have the right to protest, contest or litigate: (a) any assessment of the value of the Project by the Washington County Appraisal District which appraises real or personal property on all or any part of the Project; and, (b) any tax imposed on the Project by any taxing authority with jurisdiction that includes the Project.

(F) Provide to the County access to any and all information and records, upon reasonable notice to BK Stringer, related to the Project or the associated improvements necessary to confirm BK Stringer's compliance with the terms of this Agreement.

ARTICLE 5.
PROGRAM GRANT; STREET IMPROVEMENTS; UTILITY IMPROVEMENTS

5.01 Subject to BK Stringer complying with its duties and obligations in this Agreement, the County agrees that BK Stringer shall be entitled to receive a percentage share of the County's one half cent (.5 cent) Sales Tax Revenue generated by the Project for each year of the Term until the Cumulative Total Grant Payments equal six million dollars ($6,000,000). The Grant Payment obligation of the County shall be satisfied by the percentage contribution established in this Agreement and not by the Estimated Annual or Cumulative Grant dollars produced. The Cumulative Total Grant Payments of the City and County shall not exceed six million dollars ($6,000,000).

5.02 The percentage share of the Sales Tax Revenue for years 1 through 5 shall be 90%, as depicted on the following Estimated Program Grant Schedule. The percentage share of the Sales Tax Revenue shall remain at 90% for additional 1 year increments for each additional 20,000 square feet of retail space constructed on the Property as part of the Project. For example, 165,000 square feet constructed no later than December 31, 2026 shall result in two (2) additional years of 90% County contribution percentage amount of Sales Tax Revenue occurring in years 6 and 7. In the first year in which BK Stringer is not entitled to 90% of the Sales Tax Revenue, the County's contribution shall be 80% for the following four (4) years; provided that in any year thereafter in which BK Stringer constructs additional retail space in increments of additional 20,000, the percentage share of the Sales Tax Revenue shall be 90% accordingly.

5.03 Grant Payments to BK Stringer shall be paid annually according to the Sales Tax Grant Payment Due Date as defined herein above in Article 2 and shall continue throughout the Term of this Agreement or until the Cumulative Total Grant Payments to BK Stringer total six million dollars ($6,000,000), whichever occurs first.

		Estimated Program Grant Schedule					
		City 1% Sales Tax Contribution		County 0.5% Sales Tax Contribution		ESTIMATED	Cumulative ESTIMATED
Year	SF Built	%	$	%	$	Annual Grant	Annual Grant
0	-	0%	-	0%	-	-	-
1	125,000	90%	220,510	90%	110,255	330,764	330,764
2	125,000	90%	220,510	90%	110,255	330,764	661,529
3	125,000	90%	220,510	90%	110,255	330,764	992,293
4	125,000	90%	220,510	90%	110,255	330,764	1,323,057
5	125,000	90%	220,510	90%	110,255	330,764	1,653,822
6	125,000	80%	196,008	80%	98,004	294,013	1,947,834
7	125,000	80%	196,008	80%	98,004	294,013	2,241,847
8	125,000	80%	196,008	80%	98,004	294,013	2,535,860
9	125,000	80%	196,008	80%	98,004	294,013	2,829,872
10	125,000	70%	171,507	70%	85,754	257,261	3,087,133
11	125,000	70%	171,507	70%	85,754	257,261	3,344,395
12	125,000	70%	171,507	70%	85,754	257,261	3,601,656

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

6.01 BK Stringer hereby represents and warrants to the County that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by BK Stringer and this Agreement constitutes the legal, valid and binding obligation of BK Stringer, and is enforceable in accordance with its terms and provisions.

6.02 Notwithstanding any other provision of this Agreement, BK Stringer shall comply with all federal, state, and local laws and regulations.

6.03 BK Stringer certifies that BK Stringer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, BK Stringer is convicted of a violation under 8 U.S.C. § 1324a(f), BK Stringer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the County notifies BK Stringer of the violation.

ARTICLE 7.
BREACH AND REMEDY; TERMINATION; ADDITIONAL REMEDIES

7.01 Except as otherwise provided in this Section 7.01 and Subsections 7.03(E) and 7.03(F), should either party fail to comply with any of the material terms or conditions of this

Agreement, and any such failure (hereinafter, a "breach") specified, remains uncured for ninety (90) days following the breaching party's receipt of written notice (the "Breach Notice") from the non-breaching party, delivered in accordance with Section 12.09 herein below, of the event and nature of such breach; provided, however, that if such breach is not reasonably susceptible of cure within such ninety (90) day period and the breaching party has commenced and is continuing to diligently pursue the cure of such breach, then after first advising the non-breaching party of such cure efforts, the breaching party shall automatically receive an additional ninety (90) day period within which to cure such breach. The non-breaching party may authorize additional time to cure any such breach but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no breach shall exist if the failure of either party to fully perform its obligations hereunder is the result of a force majeure event as defined in Article 8 herein below. Further time for cure of a breach by the breaching party shall be extended by the reasonable time the breaching party is delayed by a force majeure event. The provisions of this Section 7.01 providing the parties hereto with a right to cure a breach are not applicable to Subsections 7.03(E) and, 7.03(F) of this Agreement.

7.02 Upon the occurrence and during the continuation of any uncured breach, the County shall have the right to suspend the Grant Payments specified in Article 5 herein above, pursuant to a notice (the "Suspension Notice") delivered in accordance with Section 12.09 herein below, and thereafter to receive from BK Stringer, as liquidated damages, a sum equal to (i) the amount of all Grant Payments paid to BK Stringer, for each year in which the breach occurred and each year in which the breach continues, without the benefit of future Grant Payments. The calculation of liquidated damages shall not include any penalties or late charges. Such liquidated damages shall be due and payable to the County within thirty (30) days of the receipt by BK Stringer of the Suspension Notice. If the County delivers a Suspension Notice pursuant to this Section 7.02, then BK Stringer shall thereafter have no right to receive Grant Payments specified in Article 5 herein above unless and until BK Stringer has cured the breach or breaches specified in the Breach Notice.

7.03 This Agreement shall terminate upon any one of the following:

(A) On December 31, 2033; unless mutually extended by BK Stringer and the County acting through its County Commissioners, or at such time when the Cumulative Total Grant Payments totals six million dollars ($6,000,000), whichever occurs first.

(B) By BK Stringer, subject to the right to cure described in this Article 7, upon written notice to the County, if the County fails to pay any Grant Payment within the applicable time period specified in this Agreement; and

(C) Subject to the right to cure described in this Article 7, upon written notice from BK Stringer to the County, upon any breach by the County of its obligations specified in this Agreement.

(D) Subject to the right to cure described in this Article 7, upon written notice from the County to BK Stringer, upon a breach by BK Stringer of its obligations specified in this Agreement.

(E) By the County, immediately upon written notice to BK Stringer, with no right to cure as described in this Article 7, if BK Stringer has not completed the Chappell Hill Road widening project by January 1, 2022.

(F) By the County, immediately upon written notice to BK Stringer, with no right to cure as described in this Article 7, if one hundred twenty five thousand (125,000) square feet of improvements in the Project are not completed and have received a Certificate of Occupancy from the City by January 1, 2023. Additionally, sixty-two thousand five hundred (62,500) square feet of said 125,000 square feet must have Certificates of Occupancy issued by the City by January 1, 2023 for occupancy by regionally or nationally recognized retailers and restaurants.

ARTICLE 8.
FORCE MAJEURE

Performance of the parties' obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and the parties' obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, unreasonable delay in issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), unreasonable delay in governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Project, Property or this Agreement.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO BK STRINGER REPRESENTATIVE

9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

9.02 Right of Reimbursement. Notwithstanding any other legal remedies, County may obtain reimbursement for any expenditure made to BK Stringer as a result of the improper offer, agreement to confer, or conferring of a benefit to a County employee or official.

ARTICLE 10.
ASSIGNMENT

BK Stringer may not assign any part of this Agreement without approval by the County Commissioner's Court of Washington County, which approval will not be unreasonably withheld, provided that any approved assignee assumes, in writing, all of BK Stringer's obligations under this Agreement.

ARTICLE 11.
INDEMNIFICATION

11.01 BK STRINGER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND VOLUNTEERS AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF BK STRINGER OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. Nothing in this paragraph may be construed as waiving any governmental immunity or other defense available to the County under state or federal law except as expressly provided herein. This provision is solely for the benefit of BK Stringer and the County and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

11.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The County (including its past, present and future officers, elected officials, directors, employees and agents of the County) does not assume any responsibility to any third party in connection with BK Stringer's construction of the Development.

ARTICLE 12.
MISCELLANEOUS MATTERS

12.01 Time is of Essence. Time is of the essence in this Agreement. The Parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

12.02 Applicable Law and Venue. This Agreement is made subject to and in accordance with all applicable local, state and federal laws and regulations. This Agreement is performable in Washington County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the State District Courts of Washington County or if in federal court, the United States District Court for the Western District of Texas.

12.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the

interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

12.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

12.06 Governmental Powers. By execution of this Agreement, the County does not waive or surrender any governmental immunities, powers or rights, except as provided in Chapter 271, Texas Local Government Code.

12.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without mutual written agreement of the parties to be attached and made a part of this Agreement.

12.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

BK Stringer:

BK Stringer, Ltd.
c/o Kenneth Katz
BK Stringer, LLC
3700 Buffalo Speedway, Suite 400
Houston, TX 77098

With a copy to: _____
_____
_____

County: Washington County, Texas
100 E. Main Street.
Brenham, TX 77833
ATTN: John Durrenberger, County Judge

With a copy to: Renee Mueller
Washington County Attorney
100 E. Main Street.
Brenham, TX 77833

12.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

12.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word 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, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

12.12 Attorney's Fees. The parties hereto agree that the prevailing party in any dispute, lawsuit or other legal proceeding between the parties arising out of this Agreement shall be entitled to recover its reasonable attorney's fees and costs.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

WASHINGTON COUNTY, TEXAS

By: John Durrenberger
Name: John Durrenberger.
Title: County Judge

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 19 day of March, 2019 by John Durenberger, County Judge, Washington County Texas, on behalf of Washington County.

[Notary Seal]

BRANDI L SALAZAR
Notary Public, State of Texas
Comm. Expires 08-21-2020
Notary ID 126617044

Notary Public, State of Texas

APPROVED AS TO FORM

By: _____
Renee Mueller

BK STRINGER, LTD.

By: R.H. Building and Development Corp., a Texas corporation, its general partner

By: _____
Name: Kenneth Katz
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

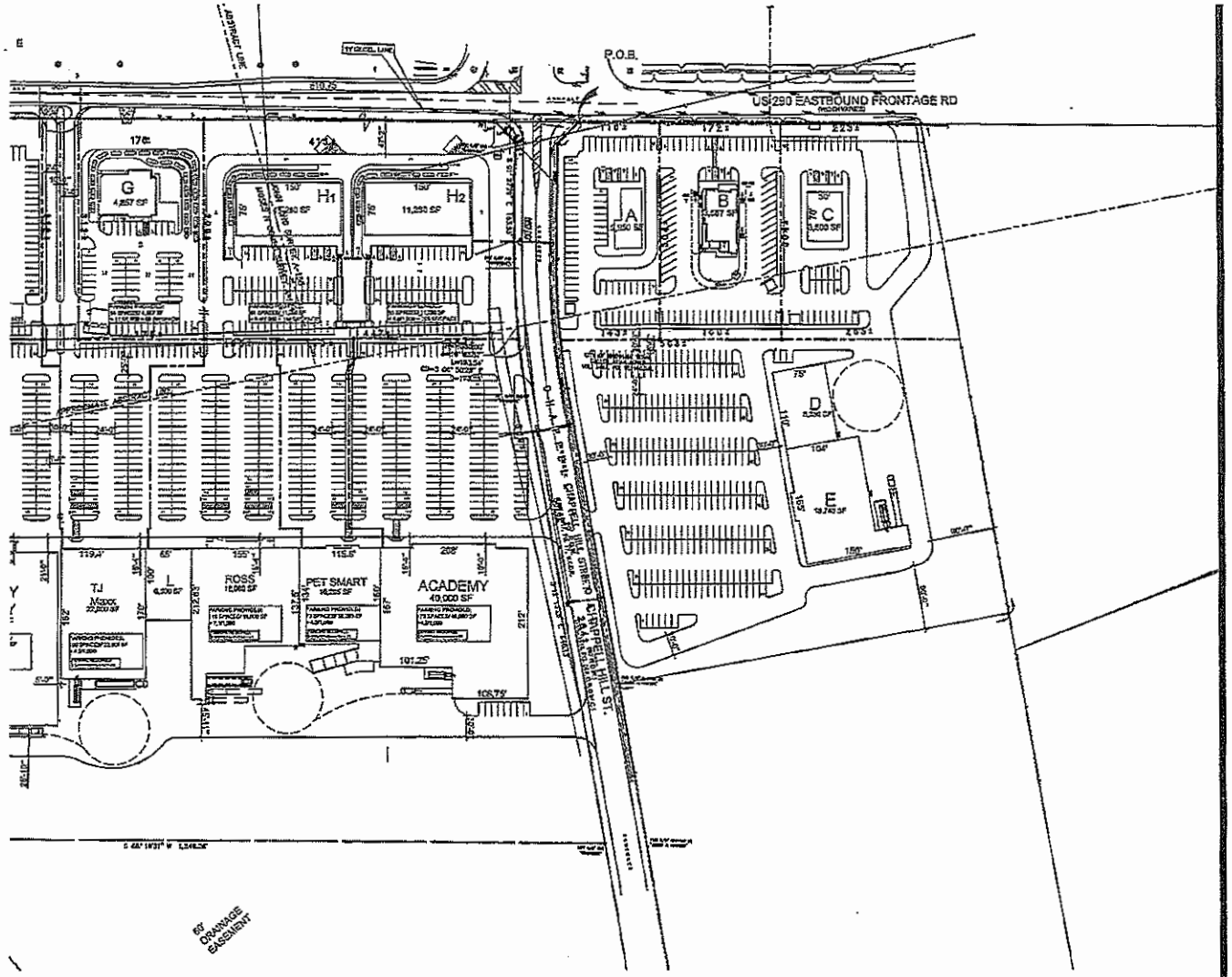
This instrument was acknowledged before me on the 28th day of March, 2019 by Kenneth Katz, the general partner of BK Stringer, LTD general partner of BK Stringer, Ltd., a Texas limited partnership.

[Notary Seal]

BRANDI L SALAZAR
Notary Public, State of Texas
Comm. Expires 08-21-2020
Notary ID 126617044

_____
Notary Public, State of Texas

Attachment I – The Property



BUILDING	REQUIRED	PROVIDED
PAD - A	24	53
PAD - B	32	63
PAD - C	16	34
RETAIL - D	36	68
RETAIL - E	85	202

1 CONCEPTUAL SITE PLAN
SCALE: 1"=150'-0"
OPTION 02

Heights Venture
ARCHITECTURE ✣ DESIGN
HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024

David Scott Roselius, AIA
TX Registration #14178

Not for Regulatory Approval, Permit, or Construction.

BRENHAM COMMERCIAL CENTER

SE CORNER

BRENHAM, TEXAS

Project Number: 19024-001-000

Drawn By: BP, ET | Checked By: SR

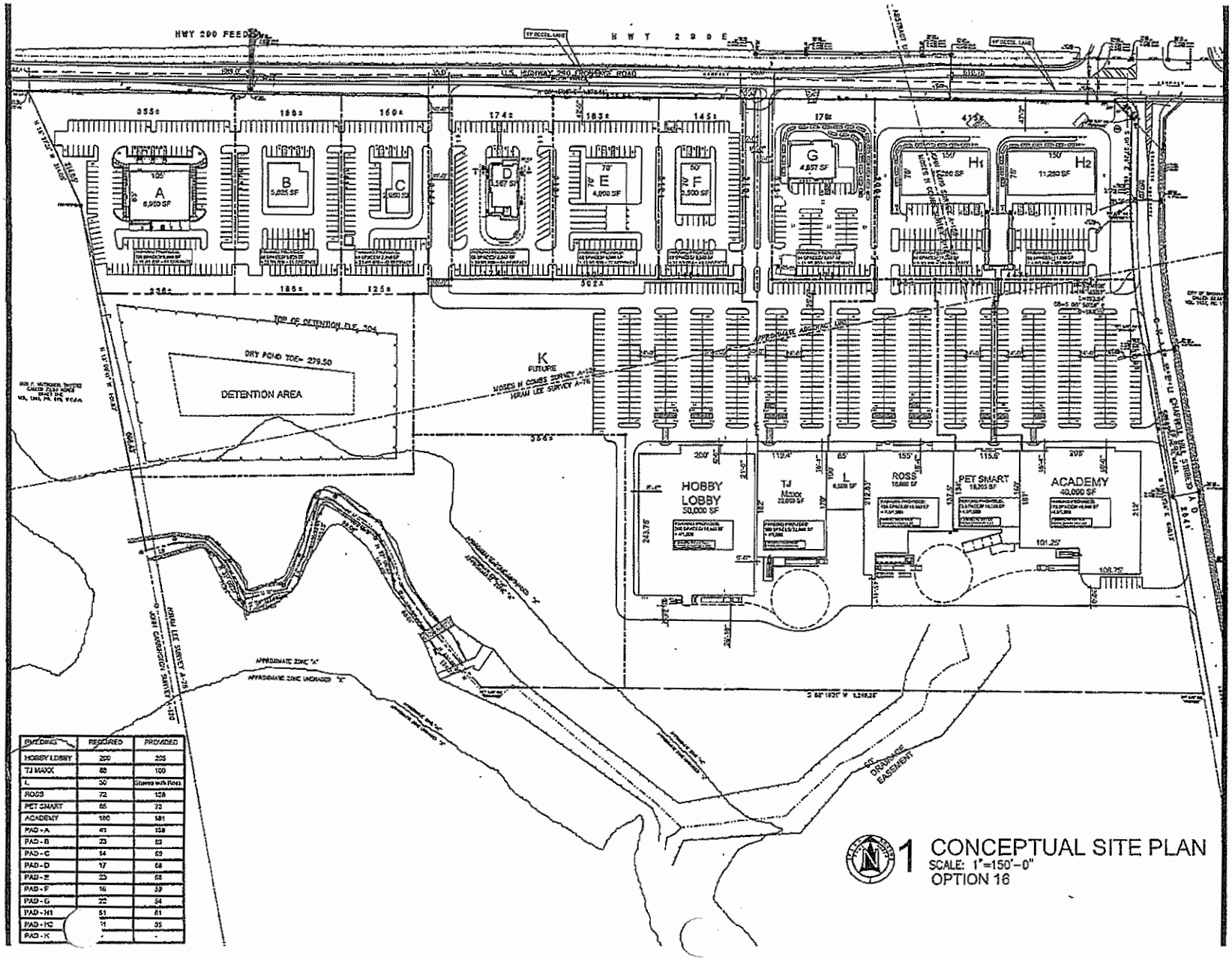
File Name: OPTION 02

Date Plotted: February 19, 2019

Issue Description: REVISED SITE PLAN

A1.1

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PARKING	REQUIRED	PROVIDED
HOBBY LOBBY	200	205
TJ MAXX	88	100
L	30	Shared with Ross
ROSS	72	128
PET SMART	65	73
ACADEMY	160	181
PAD - A	47	138
PAD - B	23	63
PAD - C	14	69
PAD - D	17	68
PAD - E	23	68
PAD - F	16	59
PAD - G	22	54
PAD - H1	51	61
PAD - H2	31	35
PAD - K	-	-

1 CONCEPTUAL SITE PLAN
SCALE: 1"=150'-0"
OPTION 16

Heights Venture
ARCHITECTURE ✣ DESIGN
HOUSTON
1111 North Loop West, Suite 800
Houston, Texas 77008

DALLAS
5741 Legacy Drive, Suite 320
Plano, Texas. 75024

David Scott Rosellus, AIA
TX Registration #14178

Not for Regulatory Approval, Permit, or Construction.

BRENHAM COMMERCIAL CENTER

SW CORNER

BRENHAM, TEXAS

Project Number: 18115-001-000

Drawn By:	Checked By:
BP, ET	SR

File Name: OPTION 16

Date Plotted: February 19, 2019

Issue Description: REVISED SITE PLAN

A1.1

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Attachment II - U.S. Highway 290 Improvements and Chappell Hill Road Widening



1 inch = 500 feet

Legend

- Gravity Sewer Extension
- Sewer Force Main Extension
- Chappell Hill Dev[illegible]ment
- Proposed Water
- Existing Water
- Existing Gas

City of BRENHAM

Date: 1/14/2019

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FIRST AMENDMENT TO THE
CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN WASHINGTON COUNTY, TEXAS AND BK STRINGER, LTD.

This "First Amendment to the Chapter 381 Economic Development Agreement Between Washington County, Texas and BK Stringer, Ltd.", hereinafter called the "First Amendment" is made and entered into on the 20 day of August, 2019, by and between Washington County, Texas (the "County"), and BK Stringer, Ltd. ("BK Stringer") by and through its general partner, Reatta Building and Development Corp., a Texas corporation, collectively referred to herein as the (the "Parties").

WHEREAS, County and BK Stringer previously entered into the "Chapter 381 Economic Development Agreement Between Washington County, Texas and BK Stringer, Ltd." having an effective date of March 19, 2019 ("381 Agreement"), relating to the purchase of certain real property and improvements thereto (the "Property"); and

WHEREAS, the County and BK Stringer desire to amend the 381 Agreement as set forth herein below;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and BK Stringer contract and agree as follows:

1. Section 4.01(A) of the 381 Agreement shall be amended and revised to read as follows:

(A) Complete construction of the building to be occupied by the first tenant in the Project and obtain a Certificate of Occupancy issued by the City no later than July 1, 2021.

2. Section 4.01(D) of the 381 Agreement shall be amended and revised to read as follows:

(D) If required by the Traffic Impact Analysis report, design and construct Chappell Hill Road widening improvements from the U.S. Highway 290 E eastbound service road to the southern property line of the BK Stringer Property according to City standards and specifications described in Attachment II – "U.S. Highway 290 Improvements and Chappell Hill Road Widening".

3. This First Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this First Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this First Amendment.

4. Effect of Amendment. Except as specifically provided in this First Amendment, the terms of the 381 Agreement will continue to govern the rights and obligations of the parties, and all terms of the 381 Agreement remain in full force and effect. If there is any conflict or

inconsistency between this First Amendment and the 381 Agreement, this First Amendment will control and modify the 381 Agreement.

IN WITNESS WHEREOF, County and BK Stringer execute this First Amendment to be effective on August 20, , 2019.

WASHINGTON COUNTY, TEXAS

By: John L. Durrenberger
Name: John L. Durrenberger
Title: County Judge

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 20th day of August, 2019 by John L. Durrenberger, County Judge of Washington County, Texas on behalf of said Washington County.

[Notary Seal]

CARLI KOEHNE
NOTARY PUBLIC
STATE OF TEXAS
ID 132087105
EXP 07-16-2023

Notary Public, State of Texas

APPROVED AS TO FORM

By:
Renee Mueller, County Attorney

BK STRINGER, LTD.

By: Reatta Building and Development Corp., a Texas corporation, its general partner

By:
Name: Kenneth Katz
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 27 day of August, 2019 by Kenneth Katz, the Vice President of Reatta Building and Development Corp., a Texas corporation, general partner of BK Stringer, Ltd., a Texas limited partnership.

[Notary Seal]

Notary Public, State of Texas

JENNIFER D. RAMIREZ
Notary Public, State of Texas
Comm. Expires 02-19-2022
Notary ID 129718652

SECOND AMENDMENT TO THE
CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN WASHINGTON COUNTY, TEXAS AND BK STRINGER, LTD.

This "Second Amendment to the Chapter 381 Economic Development Agreement Between Washington County, Texas and BK Stringer, Ltd.", hereinafter called the "Second Amendment" is made and entered into on the 9TH day of FEBRUARY, 2021, by and between Washington County, Texas (the "County"), and BK Stringer, Ltd. ("BK Stringer"), a Texas limited partnership, collectively referred to herein as the "Parties."

WHEREAS, County and BK Stringer previously entered into the "Chapter 381 Economic Development Agreement Between Washington County, Texas and BK Stringer, Ltd." having an effective date of March 19, 2019 ("381 Agreement"), relating to the purchase of certain real property and improvements thereto (the "Property"); and

WHEREAS, County and BK Stringer also previously entered into the "First Amendment to the Chapter 381 Economic Development Agreement Between Washington County, Texas and BK Stringer, Ltd." having an effective date of August 20, 2019 ("Second Amendment"), relating to the purchase of certain real property and improvements (the "Property"); and

WHEREAS, the County and BK Stringer desire to further amend the 381 Agreement as set forth herein below;

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Second Amendment and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and BK Stringer contract and agree as follows:

1. Section 3.01 of the 381 Agreement shall be amended and revised to read as follows:

> 3.01 The term ("Term") of this Agreement shall commence on the Effective Date herein above and, unless otherwise terminated earlier in accordance with this Agreement, shall terminate on December 31, 2034. The initial Grant Payment to be paid to BK Stringer by the County pursuant to this Agreement shall be paid on or before the initial Sales Tax Grant Payment Due Date of December 1, 2023, and annual Grant Payments shall be paid to BK Stringer on or before the Sales Tax Grant Payment Due Date of December 1 of each following year, with the last Grant Payment to be paid to BK Stringer on or before the final Sales Tax Grant Payment Due Date of December 1, 2034 (for a total of twelve (12) Grant Payments) subject to the maximum reimbursement amount of $6,000,000, unless BK Stringer is entitled to an increase in said total amount of Program Grant Payments in accordance with the provisions set forth in Section 5.01 of this Agreement. Notwithstanding the preceding sentence in this Section 3.01, or any other provision of this Agreement, this Agreement shall terminate no later than December 31, 2034.

2. Section 4.01(A) of the 381 Agreement shall be amended and revised to read as follows:

(A) Complete the dried in phase of construction of at least one or more buildings (comprising a cumulative total of at least 50,000 square feet) to be occupied by the first tenant(s) in the Project no later than November 1, 2021, and obtain a Certificate of Occupancy issued by the City for said building(s) no later than May 1, 2022.

3. Section 4.01 of the 381 Agreement shall be amended and revised by adding paragraphs (G) and (H) to read as follows:

(G) BK Stringer shall utilize, and/or cause its contractors to utilize, separated building materials and labor contracts for all taxable building material contracts related to the Project in the amount of Fifty Thousand Dollars ($50,000.00) or more, providing for site payment of the sales tax on building materials for the Project to the Property.

(H) BK Stringer shall purchase/procure at least seventy-five percent (75%) of the concrete for the Project from Local Sources (as such term is defined herein), but only to the extent that such Local Sources are available to provide the concrete for the Project at competitive, market rates and of the desired quality within the time frame required by the construction schedules prepared by BK Stringer's contractor(s). "Local Sources" shall mean suppliers and vendors having their principal office or physical location from which they will serve the Project located in Washington County, Texas. Larger firms that maintain offices in Washington County, Texas may be considered Local Sources.

4. Section 5.01 of the 381 Agreement shall be amended and revised to read as follows:

5.01 Subject to BK Stringer complying with its duties and obligations in this Agreement, the County agrees that BK Stringer shall be entitled to receive a percentage share of the County.'s one half cent (.5 cent) Sales Tax Revenue generated by the Project for each year of the Term until the cumulative total Grant Payments equal six million dollars ($6,000,000). The Grant Payment obligation of the County shall be satisfied by the percentage contribution established in this Agreement and not by the Estimated Annual or Cumulative Grant dollars produced. The cumulative total Program Grant Payments of the City and County shall not exceed six million dollars ($6,000,000), unless BK Stringer is entitled to an increase in said total amount of Program Grant Payments in accordance with the provisions set forth in this Section 5.01 herein below. In the event BK Stringer satisfies all requirements in Section 5.01 entitling BK Stringer to an increase of $1,000,000 to the total amount of Program Grant Payments, then the cumulative total Program Grant Payments of the City and County shall not exceed seven million dollars ($7,000,000).

Anchor Buildings

BK Stringer shall include the architectural enhancements, in compliance with this Section 5.01, which provide greater variations in material, color and texture to the exterior walls (elevations) of each Anchor Building (as such term is defined in **Attachment IV** attached hereto) in the Project. These architectural enhancements are collectively referred to herein as the "Decorative Elements Threshold" and the elevations of each Anchor Building in the Project must include and satisfy all of the following elements: 1) "Primary Building Materials" (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least fifty-three percent (53%) of each Anchor Building elevation; 2) "Secondary Building Materials" (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than thirty-seven percent (37%) of each Anchor Building elevation; and 3) "Accent Materials" such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than fifteen percent (15%) of each Anchor Building elevation. To the extent BK Stringer exceeds fifty-three percent (53%) of Primary Building Materials installed on the north elevation of each Anchor Building constructed on the approximate 39.57 acre tract (the "39.57 Acre Tract"), the total amount of Program Grant Payments will increase by $50,000 for every whole one percent (1.0%) increment increase in Primary Building Materials installed on the north elevation(s) on each Anchor Building on the 39.57 Acre Tract, up to a maximum of sixty-three percent (63%). For the avoidance of doubt, the maximum increase in the total amount of Program Grant Payments resulting from the installation of additional Primary Building Materials on the elevations of one (1) or more Anchor Buildings on the 39.57 Acre Tract shall be limited to $500,000. Within thirty (30) days after completion of construction of the Anchor Building(s) on the 39.57 Acre Tract, BK Stringer shall deliver a written certification to the City Manager, with sufficient supporting documentation, that BK Stringer has reached or exceeded the Decorative Elements Threshold in the construction of the Anchor Building(s), and such certification shall include, without limitation, the percentage of architectural enhancements used and any increase in the amount of Program Grant Payments due to BK Stringer. The City Manager shall promptly forward a copy of BK Stringer's written certification and supporting documentation to the County Judge. The County Judge shall provide written comments, if any, to the City Manager within five (5) business days after the City Manager transmits a copy of BK Stringer's written certification and supporting documentation to the County Judge. Within thirty (30) days after the City Manager's receipt of the written certification from BK Stringer, after the County Judge has had an opportunity to provide written comments to the City Manager as outlined herein above, the City Manager shall provide a written notice to BK Stringer approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the Anchor Building(s) on the 39.57 Acre Tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, the awning(s) on each Anchor Building and any temporary elevation shall be

disregarded for purposes of calculating whether BK Stringer has met the Decorative Elements Threshold. The term "Anchor Building" and certain other terms included in the Decorative Elements Threshold requirements set forth herein are defined and further described in detail in **Attachment IV** to this Agreement.

Notwithstanding anything in this Section 5.01 to the contrary, BK Stringer shall have the option to elect to forego the Decorative Elements Threshold for the east elevation of the Anchor Building on the 39.57 Acre Tract which faces Chappell Hill Street to the east, provided that BK Stringer installs live, dense vegetative landscaping the entire length of the east elevation, to a reasonable height (no shorter than three feet (3')), and which shall be no less than fifteen feet (15') in width. Further, BK Stringer shall have the option to elect to forego the Decorative Elements Threshold for the west side elevation of the Anchor Building located closest to, and southeast of, the detention pond on the 39.57 Acre Tract, provided that BK Stringer improves the area near the detention pond to the west and northwest of said Anchor Building in a manner that creates an attractive amenity that complements the natural surroundings of the Project and the adjacent Brenham Family Park. In addition, BK Stringer shall have the option to elect to forego the Decorative Elements Threshold for the rear (south) side elevations of each Anchor Building on 39.57 Acre Tract which faces the Brenham Family Park to the south, provided that BK Stringer paints the rear (south) side elevations a natural color (such as a shade of tan, brown or green), such color being subject to written approval by the City Manager or designee prior to the painting of the rear elevations, such approval not to be unreasonably withheld, conditioned or delayed. Additionally, there shall be no requirement that BK Stringer meet the Decorative Elements Threshold for the east side of any Anchor Building(s) located on the approximate 9.513 acre site located on the southeast corner of Hwy 290 and Chappell Hill Street. Lastly, BK Stringer shall have the option to elect to forego the Decorative Elements Threshold for the south side elevations of any Anchor Building(s) located on the 9.513 acre site located on the southeast corner of Hwy 290 and Chappell Hill Street (the "9.513 Acre Tract"), provided that BK Stringer installs live, dense vegetative landscaping the entire length of the south elevations, to a reasonable height (no shorter than three feet (3')), and which shall be no less than fifteen feet (15') in width. Notwithstanding any other provision of this Agreement to the contrary, at a minimum, each Anchor Building located on the 39.57 Acre Tract shall be constructed with Primary Building Materials covering at least fifty-three percent (53%) of the front (north) side elevation, and each Anchor Building located on the 9.513 Acre Tract shall be constructed with Primary Building Materials covering at least fifty-three percent (53%) of the front (north) and west elevations. **Attachment V** is attached hereto as a representation of the intent of the architectural enhancements described in this Section 5.01, and BK Stringer reserves the right to make modifications to the elevations as allowed by the terms and conditions of this Agreement.

In the event BK Stringer chooses to exercise one or more of the landscaping-related options to forego the Decorative Elements Threshold as described herein above, BK Stringer shall submit written plans and specifications to the City Manager in

connection with the exercise of each option. The City Manager shall promptly forward a copy of BK Stringer's written plans and specifications to the County Judge. The County Judge shall provide written comments, if any, to the City Manager within five (5) business days after the City Manager transmits a copy of BK Stringer's written plans and specifications to the County Judge. Such plans and specifications are subject to written approval of the City Manager, after the County Judge has had an opportunity to provide written comments to the City Manager as outlined herein above, and must be approved in writing by the City Manager or designee prior to BK Stringer installing any vegetative screening/landscaping or making any improvements required by the exceptions, such approval not to be unreasonably withheld, conditioned or delayed. Except as otherwise provided in this Agreement to the contrary, said landscaping shall be installed and maintained in compliance with Appendix A – Zoning, Part II – District Regulations, Division 1 – Regulations of General Applicability, Section 12 – Landscaping and buffering, of the Code of Ordinances, City of Brenham, Texas.

Non-Anchor Buildings

BK Stringer may include the architectural enhancements, in compliance with this Section 5.01, which provide greater variations in material, color and texture of each non-Anchor Building exterior wall (elevation) constructed within the Project (including buildings in the Project constructed by tenants and others). These architectural enhancements are collectively referred to herein as the Decorative Elements Threshold and each non-Anchor Building elevation may include and satisfy all of the following elements: 1) Primary Building Materials (only brick, natural stone, fiber cement nichiha panels, glass or glazing) shall cover at least forty percent (40%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site; 2) Secondary Building Materials (only concrete masonry unit, concrete panel construction (tilt wall) stucco, cement board siding, EIFS or architectural metal pan) shall cover no more than forty-eight percent (48%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site; and 3) Accent Materials such as door and window frames, lintels, canopies, cornices, architectural metalwork, glass block, copper flashing, EIFS accent features such as cornices, or similar materials may be used on no more than twenty percent (20%) of all non-Anchor Building elevations constructed on a non-Anchor Building pad site. The total amount of Program Grant Payments will increase by $55,555 for each non-Anchor Building pad site constructed within the Project that satisfies the Decorative Elements Threshold requirements as described herein, as determined in writing by the City Manager. The maximum increase in the total amount of Program Grant Payments resulting from the installation of the required percentages of Decorative Elements Threshold on non-Anchor pad site buildings shall be limited to $500,000. Within thirty (30) days after completion of construction of a non-Anchor Building(s) on the 39.57 Acre Tract, BK Stringer shall deliver a written certification to the City Manager, with sufficient supporting documentation, that BK Stringer has satisfied the Decorative Elements Threshold in the construction of the non-Anchor Building(s), and such certification shall include, without limitation, the percentage of architectural enhancements used and

any increase in the amount of Program Grant Payments due to BK Stringer. The City Manager shall promptly forward a copy of BK Stringer's written certification and supporting documentation to the County Judge. The County Judge shall provide written comments, if any, to the City Manager within five (5) business days after the City Manager transmits a copy of BK Stringer's written certification and supporting documentation to the County Judge. Within thirty (30) days after the City Manager's receipt of the written certification from BK Stringer, the City Manager, after the County Judge has had an opportunity to provide written comments to the City Manager as outlined herein above, shall provide a written notice to BK Stringer approving the certification or stating the specific item(s) within the certification of which the City Manager does not approve based on the as-built construction of the non-Anchor Building(s) on the 39.57 Acre Tract, such approval of the City Manager not to be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, the awning(s) on each Anchor Building and any temporary elevation shall be disregarded for purposes of calculating whether BK Stringer has met the Decorative Elements Threshold. Certain terms included in the Decorative Elements Threshold requirements hereinabove are defined and further described in detail in **Attachment IV** to this Agreement.

5. Section 5.02 of the 381 Agreement shall be amended and revised to read as follows:

5.02 The percentage share of the Sales Tax Revenue for years 1 through 5 shall be 90%, as depicted on the following Estimated Program Grant Schedule. The percentage share of the Sales Tax Revenue shall remain at 90% for additional 1 year increments for each additional 20,000 square feet of retail space constructed on the Property as part of the Project. For example, 165,000 square feet constructed no later than December 31, 2028 shall result in two (2) additional years of 90% City contribution percentage amount of Sales Tax Revenue occurring in years 6 and 7. In the first year in which BK Stringer is not entitled to 90% of the Sales Tax Revenue, the County's contribution shall be 80% for the following four (4) years; provided that in any year thereafter in which BK Stringer constructs additional retail space in increments of additional 20,000, the percentage share of the Sales Tax Revenue shall be 90% accordingly.

6. Section 5.03 of the 381 Agreement shall be amended and revised to read as follows:

5.03 Grant Payments to BK Stringer shall be paid annually according to the Sales Tax Grant Payment Due Date as defined herein above in Article 2 and shall continue throughout the Term of this Agreement or until to the Cumulative Total Grant Payments to BK Stringer from the City and County total six million dollars ($6,000,000.00) (unless BK Stringer is entitled to an increase in said total amount of Program Grant Payments in accordance with the provisions set forth in Section 5.01 of this Agreement), whichever occurs first.

		Estimated Program Grant Schedule					
		City 1% Sales Tax Contribution		County 0.5% Sales Tax Contribution		ESTIMATED	Cumulative ESTIMATED
Year	SF Built	%	$	%	$	Annual Grant	Annual Grant
0	-	0%	-	0%	-	-	-
1	125,000	90%	220,510	90%	110,255	330,764	330,764
2	125,000	90%	220,510	90%	110,255	330,764	661,529
3	125,000	90%	220,510	90%	110,255	330,764	992,293
4	125,000	90%	220,510	90%	110,255	330,764	1,323,057
5	125,000	90%	220,510	90%	110,255	330,764	1,653,822
6	125,000	80%	196,008	80%	98,004	294,013	1,947,834
7	125,000	80%	196,008	80%	98,004	294,013	2,241,847
8	125,000	80%	196,008	80%	98,004	294,013	2,535,860
9	125,000	80%	196,008	80%	98,004	294,013	2,829,872
10	125,000	70%	171,507	70%	85,754	257,261	3,087,133
11	125,000	70%	171,507	70%	85,754	257,261	3,344,395
12	125,000	70%	171,507	70%	85,754	257,261	3,601,656

7. Article 5 of the 381 Agreement shall be amended and revised to add Section 5.04 to read as follows:

5.04 Chappell Hill Road Widening

The City shall reimburse BK Stringer six hundred thousand dollars ($600,000) (the "Reimbursement Amount"), or the Adjusted Reimbursement Amount (defined herein below) of $520,000, as applicable, for the design and construction of the widening of Chappell Hill Road as described in detail in **Attachment II**. If the cost to design and construct Chappell Hill Road exceeds either the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, as approved by the City Manager, the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, will be amended to include the actual costs as supported by design and construction invoices paid by BK Stringer. In the event that BK Stringer does not exhaust the full Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, in connection with the construction of the widening of Chappell Hill Road, then the City shall use the remaining amount of the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable ("Remaining Amount"), to reimburse BK Stringer for the costs of purchasing and installing the Primary Building Materials on the Anchor Buildings. The City will pay the Reimbursement Amount or Adjusted Reimbursement Amount, as applicable, to BK Stringer for construction of the Chappell Hill Road widening, or in connection with the costs of purchasing and installing the Primary Building Materials on the Anchor Buildings (if applicable), within ninety (90) days after completion of construction, written acceptance of the improvements by the City Engineer, and the City's receipt and approval of associated invoices. The total amount of Program Grant Payments payable to BK Stringer pursuant to Section 5.03 of this Agreement shall be reduced

in an amount equal to the "Remaining Amount" as said term is defined in this Section 5.04. Notwithstanding any other provision of this Agreement to the contrary, BK Stringer shall contribute the total sum of $80,000.00 to the City, which represents (i) $50,000 for the costs incurred by the City for the underground installation of the electric lines associated with the Chappell Hill Road widening project, and (ii) $30,000 BK Stringer would have incurred in constructing the utility lines overhead. The contribution of BK Stringer set forth in the preceding sentence shall be in the form of an $80,000 reduction in the Reimbursement Amount, resulting in an Adjusted Reimbursement Amount total of $520,000 ("Adjusted Reimbursement Amount"), and said $80,000 shall be deemed contributed as of the date of this Second Amendment. The City shall use commercially reasonable efforts to cause Bluebonnet Electric Cooperative to complete the underground installation of the electrical lines along the west side of Chappell Hill Street, from Hwy 290 to the south of the southern property line of the 39.57 Acre Tract by June 1, 2021.

8. Section 7.03(A) and (F) of the 381 Agreement shall be amended and revised to read as follows:

7.03 This Agreement shall terminate upon any one of the following:

(A) On December 31, 2034; unless mutually extended by BK Stringer and the County acting through its County Commissioners, or at such time when the City and County have paid cumulative Grant Payments totaling six million dollars ($6,000,000) (unless BK Stringer is entitled to an increase in said total amount of Program Grant Payments in accordance with the provisions set forth in Section 5.01 of this Agreement), whichever occurs first.

...

(F) By the County, immediately upon written notice to BK Stringer, with no right to cure as described in this Article 7, if one hundred twenty five thousand (125,000) square feet of improvements in the Project are not completed and have received a Certificate of Occupancy from the City by January 1, 2024. Additionally, sixty-two thousand five hundred (62,500) square feet of said 125,000 square feet must have Certificates of Occupancy issued by the City by January 1, 2024 for occupancy by regionally or nationally recognized retailers and restaurants.

9. The 381 Agreement shall be amended by adding **Attachment IV** and **Attachment V**, attached hereto and incorporated into the 381 Agreement for all purposes.

10. This Second Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Second Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Second Amendment.

4. Effect of Amendment. Except as specifically provided in this Second Amendment, the terms of the 381 Agreement will continue to govern the rights and obligations of the parties, and

all terms of the 381 Agreement remain in full force and effect. If there is any conflict or inconsistency between this First Amendment and the 381 Agreement, this First Amendment will control and modify the 381 Agreement.

IN WITNESS WHEREOF, County and BK Stringer execute this First Amendment to be effective on FEBRUARY 9, 2021.

WASHINGTON COUNTY, TEXAS

By: John L. Durrenberger
Name: John L. Durrenberger
Title: County Judge

STATE OF TEXAS

COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 9 day of February, 2021 by John L. Durrenberger, County Judge of Washington County, Texas on behalf of said Washington County.

[Notary Seal]



Notary Public, State of Texas

APPROVED AS TO FORM

By: Renee Mueller
Renee Mueller, County Attorney

BK STRINGER, LTD.

By: Reatta Building and Development Corp.,
a Texas corporation, its general partner

By:
Name: Kenneth Katz
Title: Vice President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 12 day of February, 2021 by Kenneth Katz, the Vice President of Reatta Building and Development Corp., a Texas corporation, general partner of BK Stringer, Ltd., a Texas limited partnership.

[Notary Seal]

Jennifer D. Ramirez
Notary Public, State of Texas

JENNIFER D. RAMIREZ
Notary Public, State of Texas
Comm. Expires 02-19-2022
Notary ID 129718652