STATE OF TEXAS	§	**CHAPTER 381**
	§	**ECONOMIC DEVELOPMENT**
COUNTY OF GRAYSON	§	**PERFORMANCE AGREEMENT**

"CHAPTER 381" ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Chapter 381 Economic Development Performance Agreement ("Agreement") is made and entered into by and between the Grayson County, Texas (the "County"), and L&E Properties, LLC, a Texas limited liability company ("L&E") and United Ag and Turf, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), each acting by and through its duly authorized representatives, as of December 17, 2019 (the "Effective Date").

RECITALS

WHEREAS, L&E is the owner of certain real property described in Exhibit A, attached hereto and incorporated herein for all purposes, which consists of an approximately 12 acre tract of land being described as a portion of G-0115 BLUNDELL W B A-G0115, ACRES 36, generally located south of West Marshall Street, east of North Henry Hynds Expressway, north of County Line Rd and west of Kelly Lane; and

WHEREAS, L&E intends to develop the Property in accordance with a final site plan, which has been approved by the City, attached hereto as Exhibit B and incorporated as if fully set forth herein. L&E intends the Property to include an approximately 45,000 square feet of building space, plus improved parking, and decorative displays as shown in Exhibit C, which is attached hereto and incorporated as if fully set forth herein (collectively the "Facility") that will be leased to Company for operation of a United Ag and Turf retail center; and

WHEREAS, County finds that, upon successful completion, operation of the Facility by Company will promote local economic development and result in stimulating business and commercial activity in the County, as authorized in Texas Local Government Code, Chapter 381 (the "Act") and Article III, Section 52-a of the Texas Constitution; and

WHEREAS, pursuant to the Act, County is willing to provide L&E and Company with a program of economic development assistance as set forth herein, L&E is willing to accept the terms and conditions stated in this Agreement, and Company is willing to accept the terms and conditions stated in this Agreement; and

WHEREAS, County has determined that granting economic development program incentives in accordance with this Agreement will further the objectives of County, will benefit County and the County's inhabitants, will promote local economic development, and retain employment, business and commercial activity in the County.

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

1. Definitions. Some words and phrases may be defined in other sections of this Agreement. For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise.

"Act" shall have the meaning ascribed in the Recitals above.

"Agreement" has the meaning ascribed in the introductory paragraph above.

"Assessment Period(s)" shall have the meaning ascribed in Section 2.A. below.

"Bankruptcy or Insolvency" shall have the meaning ascribed in Section 5.D. below.

"County" shall have the meaning ascribed in the introductory paragraph above.

"County Property Tax" shall have the meaning ascribed in Section 2.A. below.

"Claim" shall have the meaning ascribed in Section 4. below.

"Commencement Date" shall mean the date a certificate of occupancy is issued for occupancy of the Facility.

"Chapter 381" has the meaning set forth in the recitals to this Agreement.

"Company" has the meaning set forth in the introductory paragraph of this Agreement.

"Comptroller" shall mean the Comptroller of the State of Texas.

"Expiration Date" shall mean five (5) years from the Commencement Date.

"Facility" shall have the meaning ascribed in the Recitals above and as depicted in Exhibit B and Exhibit C.

"Impositions" shall mean all taxes, assessments, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on L&E and/or Company, on the owner of the Facility or on any property or any business owned by Company, or any of its affiliates or related entities, and/or L&E, or any of its affiliates or related entities.

"L&E" shall have the meaning ascribed in the introductory paragraph above.

"Party" or "Parties" shall have the meaning ascribed in the introductory paragraph above.

"Property" shall have the meaning ascribed in the Recitals above.

"Property Tax Incentive Grant" shall have the meaning ascribed in Section 2.A. below, which specifically excludes the portion of the ad valorem tax rate that is for debt service.

"Protected Persons" shall have the meaning ascribed in Section 12 below.

"Related Agreement" shall mean any agreement (other than this Agreement) to which the County, and L&E and/or the Company are a party.

2. Economic Development Program for Generating Ad Valorm Tax:

A. County collects ad valorem tax on real property and personal/business property within the County ("County Property Tax"). Subject to the terms, covenants, and conditions of this Agreement, County agrees to provide economic development program incentives ("Property Tax Incentive Grants") to L&E in an amount equal to fifty percent (50%) of the County Property Tax Maintenance & Operations (M&O) Rate (currently .441256/100), and specifically excluding the portion attributable to debt service, paid by L&E and Company for the assessment periods of 2020 through 2026 ("Assessment Period(s)") provided that: (i) this Agreement remains in effect for the entire year of all such Assessment Periods, (ii) the portion of County Property Tax attributable to real property and personal/business property has been timely paid by L&E and/or Company, (iii) the portion of County Property Tax attributable to personal/business property/fixtures has been timely paid by Company.

B. Timely Payment Required by L&E and Company. L&E and Company shall pay all ad valorem taxes assessed against, and owed by, L&E and Company related to the Facility, including but not limited to the County Property Tax, on an annual basis on or before January 31st of the following year (i.e., 2019 taxes are due by January 31, 2020). This requirement shall not apply to the portion of any ad valorem taxes that L&E or Company is lawfully protesting in accordance with the Texas Tax Code. When a lawful protest is filed by L&E or Company, County shall remit the annual Property Tax Incentive Grant to Company within sixty (60) days of the protest being final and L&E or Company remitting the full amount owed following the protest.

C. Time for Payment by County. The Property Tax Incentive Grant will be paid annually by County to L&E by April 30th of each year following the calendar year upon which the payment is based, except as otherwise provided herein. As an example:

January to December 2020:	Ad valorem Assessment Period
January 31, 2021:	Deadline to pay taxes for 2020 Assessment Period (excluding portion of taxes properly protested)
April 30, 2021:	Deadline for County to pay L&E annual Property Tax Incentive Grant for 2020 Assessment Period

If L&E or Company fails to timely pay any County Property Tax assessment owed by L&E or Company for any Assessment Period, L&E shall not be entitled to receive the Property Tax Incentive Grant from the County until all County Property Tax Assessments are paid in full. If L&E or Company fails to develop the Property using the standards in the Development Criteria, which includes Exhibit D, then L&E shall not be entitled to any Property Tax Incentive Grant payments.

3. Current Revenue.

The Property Tax Incentive Grant made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article III, Section 52-a, and Texas Local Government Code Chapter 381. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Property Tax Incentive Grant (a) except as allowed by law, and/or (b) unless the County Property Tax has actually been received for the ad valorem Assessment Period to which the Payment Request relates. The County shall not be required to pay any Property Tax Incentive Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. If this Agreement is declared null and void by a court of competent jurisdiction, then the Parties will work together to determine other lawful alternatives that provide substantially the same result for the Parties achieved by this Agreement.

4. Indemnification.

L&E AND THE COMPANY, JOINTLY AND SEVERALLY, AGREE TO DEFEND, INDEMNIFY AND HOLD THE COUNTY AND ITS RESPECTIVE OFFICERS, OFFICIALS, REPRESENTATIVES, CONSULTANTS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS PARAGRAPH, THE "COUNTY") HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE STATE OF TEXAS THAT THE COUNTY HAS BEEN PAID ERRONEOUSLY, OVER-PAID OR INCORRECTLY ALLOCATED SALES TAX RECEIPTS ATTRIBUTED TO THE SALE OF TAXABLE ITEMS CONSUMMATED AT THE FACILITY FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT OR DURING ANY SALES TAX REPORTING PERIOD (COLLECTIVELY, A "CLAIM"). IT BEING THE INTENTION OF THE PARTIES THAT L&E AND/OR THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SALES TAX INCENTIVE GRANTS PAID TO THE COMPANY HEREIN BY THE COUNTY THAT INCLUDES SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED OR ALLOCATED TO THE COUNTY. THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF THE COUNTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR FIVE (5) YEARS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR

ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM L&E AND/OR COMPANY TO THE COUNTY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.

5. County's Obligation to Pay.

In addition to, and notwithstanding, any other requirements stated in this Agreement, County's obligation to begin or continue Property Tax Incentive Grant payments is also expressly contingent upon the following material terms:

A. L&E and Company shall cause the Facility to be operated for business on or before January 1, 2021, in accordance with the ordinances of the County, and in compliance with any Related Agreements related to the Facility; and

B. County shall not have sent notice to L&E or Company of a default under this Agreement or any other Related Agreement that remains uncured beyond any applicable cure period; and

C. No ad valorem real or personal property taxes owed by L&E or Company for the Facility or Property shall be in arrears, including but not limited to the County Property Tax; and

D. L&E and or Company shall not (i) make an assignment for the benefit of creditors, (ii) file a voluntary petition in bankruptcy, collude or cooperate with any third party to commence any bankruptcy or insolvency proceedings, (iii) be adjudged as bankrupt or insolvent, or have entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) consent to or file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) fail to have dismissed within sixty (60) days after the commencement thereof, any proceeding against L&E and/or Company seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulations, (vi) fail to have vacated or stayed within ninety (90) days after the appointment thereof without L&E's and/or Company's consent or acquiescence, a trustee, receiver or liquidator of L&E and/or Company or of all or any substantial part of its properties, or within ninety (90) days after the expiration of any such stay, fails to have the appointment vacated or (vii) take any action in furtherance of any of the foregoing (collectively "Bankruptcy or Insolvency"); and

E. All Tax Information is timely filed with the Comptroller and amounts due to be paid to the Comptroller are timely paid; and

F. Following the Commencement Date, but not later than thirty (30) days thereafter, and then each year thereafter for the term of this Agreement, Company shall submit to County a complete Payment Request; and

G. The County Property Tax generated by the Facility must actually be received by the County from the county tax collector; and

H. Company and/or L&E shall not have an uncured default of this Agreement; and

I. Company shall be in compliance with each covenant of Company listed in Section 8.1. below; and

J. L&E shall be in compliance with each covenant of L&E listed in Section 8.2. below; and

K. During the term of this Agreement following the Commencement Date and continuing thereafter until termination of this Agreement, the Facility as a business shall not cease for more than thirty (30) consecutive days except in connection with, and to the extent of an event of Force Majeure, a casualty to the Facility preventing use, or a temporary cessation to remodel or modernize the Facility; and

L. During the term of this Agreement following the Commencement Date and continuing thereafter until termination of this Agreement, L&E and/or Company or an affiliate of L&E or Company or an approved assignee of this Agreement shall continuously operate the Facility as a United Ag & Turf retail center on the Property; and

6. Covenants of Company and L&E.

6.1 Company covenants and agrees with County that, while this Agreement is in effect, Company will comply or cause compliance with the following terms and conditions, which are material terms to this Agreement:

A. Company shall not have an uncured breach of this Agreement or a Related Agreement with the County; and

B. Company shall maintain all Property and Facility improvements in compliance with Development Criteria; and

C. Upon completion of the Facility, Company shall have and maintain a certificate of occupancy; and

D. Upon completion of the Facility, Company shall operate the Facility in accordance with all applicable ordinances of the County; and

E. Company shall not have an event or occurrence of Bankruptcy or Insolvency; and

F. Company shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns.

6.2 L&E covenants and agrees with County that, while this Agreement is in effect, L&E will comply or cause compliance with the following terms and conditions, which are material terms to this Agreement:

G. L&E shall not have an uncured breach of this Agreement or a Related Agreement with the County; and

H. L&E shall make all Property and Facility improvements in compliance with Development Criteria; and

I. Upon completion of the Facility, L&E shall have and maintain, or cause issuance and maintenance of, a certificate of occupancy; and

J. Upon completion of the Facility, L&E shall operate, or cause operation of, the Facility in accordance with all applicable ordinances of the County; and

K. Company shall not have an event or occurrence of Bankruptcy or Insolvency; and

L. Company shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns.

7. Employee Hiring Materials and Supplies Purchase. Although not a condition to this Agreement, County requests that Company and L&E use commercially reasonable efforts to satisfy its needs for Facility employees from County residents and, when feasible, to purchase materials, supplies and services from County merchants and businesses.

8. Verification and Compliance. Company and L&E shall allow County to review each of their respective relevant records relating to the Facility for the following purposes:

A. to ensure compliance with the obligations set forth in this Agreement; and

B. to determine the existence of a default or breach of the terms of this Agreement; and

C. to ensure compliance with the prerequisites for paying any portion of the Property Tax Incentive Grant; and

D. to determine whether L&E and Company paid and/or remitted the County Property Tax amounts to the county tax collector.

County will provide L&E and/or Company with at least ten (10) business days' advance written notice of any requests for a records review and shall cooperate with L&E and/or Company to schedule any review activities so as to minimize disruption of normal business operations. This Section 8 shall survive for a period of six (6) months from the date of termination of this Agreement under Section 11.

9. Termination and Events of Default. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated, either immediately or after the required notice, upon any one or more of the following:

A. by mutual written agreement of all the Parties;

B. by the County, if L&E or the Company defaults or breaches any of the terms, covenants, or conditions of this Agreement or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if L&E or the Company commences an attempt to cure within such 30-day period, such longer period as L&E or the Company thereafter continues

diligently to prosecute the cure of such default or breach but not more than an additional sixty (60) days;

C. by the County, if any Impositions owed to the City, Grayson County, Van Alstyne Independent School District or the State of Texas by the Company or L&E shall have become delinquent (provided, however, the Company and L&E each retain the right to timely and properly protest and contest any such Impositions, and no Imposition shall be considered delinquent during the period of any dispute resolution process) and remain delinquent for more than fifteen (15) days after County sends a notice of termination;

D. by County, if the Company or L&E suffers an event of Bankruptcy or Insolvency;

E. by any Party if any subsequent Federal or State of Texas legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

F. by the County immediately if any false documentation is submitted by Company or L&E to County; or

G. by the County immediately upon the filing by Company or L&E of any lawsuit against the County, excluding a lawsuit to enforce this Agreement.

10. Existence; Authority.

A. Company represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

B. L&E represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

C. County represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

11. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within ten (10) days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to the other Party that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force

Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could be reasonably resumed at an earlier date, in which case full performance shall resume at the earlier date.

12. Limitation of Liability. Except for County's obligations to pay the Property Tax Incentive Grant, as set forth in this Agreement, County, and its past, present and future officers, employees, officials, contractors, representatives, consultants, and agents (collectively "Protected Persons") assume no responsibilities or liabilities to Company, or any third parties in connection with the Facility and/or the Property. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Company acknowledges and agrees that the County is not waiving or surrendering immunities of any type. Company acknowledges and agrees that there shall be no personal recourse to the Protected Persons, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and the Protected Persons assume no responsibilities or liabilities to third parties in connection with these actions. Further, the Parties expressly agree that this Agreement is not a contract for goods or services.

13. Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned by any Party.

14. Employment of Undocumented Workers. During the term of this Agreement, Company and L&E agree not to knowingly employ any undocumented workers. In the event Company or L&E is convicted of a violation under 8 U.S.C. Section 1324a (f), L&E and/or Company shall repay the amount of the Sales Tax Incentive Grant and Property Tax Incentive Grant received and any other funds received by the Company or L&E from the County as of the date of such violation within one hundred and twenty (120) business days after the date Company or L&E is notified by the County of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid.

15. Offsets. If, and only if, Company or L&E is in default under this Agreement beyond any applicable notice and cure periods, or has not met the conditions to a Property Tax Incentive Grant set forth above, the County may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the County has been reduced to judgment by a court. If the County exercises this right of offset, County shall provide L&E and Company with a detailed accounting of funds setting forth what portion of those amounts due to L&E and/or Company by

County were used by County to pay other debts due and payable to the County. As conditions precedent to the exercise of any right of offset, (i) County shall provide notice at least fifteen (15) days prior to offsetting any debt determined to be due to County and stating that County intends to offset amounts due and payable to Company and/or L&E under this Agreement against such debts; (ii) L&E and Company shall have an opportunity to resolve or pay such debt to County within ten (10) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) Company and L&E retain all rights to timely and properly contest whether or in what amount any debt is owed to County, and County may not offset any asserted amount of debt owed by L&E or Company during any period during which L&E or Company is timely and properly contesting whether such amount of debt is due and owing; provided, however, County may withhold any Property Tax Incentive Grant payment otherwise owing to L&E and/or Company at such time, to the extent of the debt then being contested by L&E or Company, until a final determination has been rendered in such contest (at which time such Property Tax Incentive Grant payment shall be offset and/or paid to Company, as appropriate pursuant to this paragraph).

16. Notice. Any notice required or permitted to be delivered shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received as sent by courier or otherwise hand delivered.

If to County:

Grayson County
100 W. Houston St.
Sherman, Texas 75090
Attn: Grayson County Judge

If to Company:

Brody Pettit
United Ag and Turf, L.L.C.
Chief Executive Officer
Mailing Address_____
City, State, Zip_____

If to L&E:

17. Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the Property Tax Incentive Grant. Other than any Related Agreements, there are no other collateral oral or written Agreements among the Parties that in any manner relates to the subject matter of this Agreement.

18. Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action

concerning this Agreement shall be in the State District Court of Grayson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

19. Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

20. Recitals. The recitals to this Agreement are incorporated as if fully set forth herein and relied upon by the Parties in deciding to enter into this Agreement.

21. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

22. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date last set forth below:

GRAYSON COUNTY, TEXAS

By:_____
William L. Magers, County Judge

ATTEST:

By:_____
Name:_____
Title: Grayson County Clerk

APPROVED AS TO FORM:

Name:_____
Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on April 1, 2020, by William L. Magers, County Judge of Grayson County, Texas, on behalf of said Count.

_____
Notary Public, State of Texas

JULIA W LOLLAR - ID# 1022048
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
08-14-2021

COMPANY

United Ag and Turf,
a Texas limited liability company

By: United Ag and Turf, ~~L.~~L.C.,

By: _____
Name: Brody Pettit
Title: Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on April 8, 2020, by Brody Pettit, Chief Executive Officer of United Ag and Turf.

JULIA W LOLLAR - ID# 1022048 NOTARY PUBLIC STATE OF TEXAS EXPIRES 08-14-2021

Julia W Lollar
Notary Public, State of Texas

L&E

L&E Properties, LLC,
a Texas limited liability company

By: L&E Properties, L.L.C.,

By: _____
Name: Brady Pettit
Title: Managing Member

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on April 8, 2020, by Brady Pettit, Managing Member [title] of L&E Properties, LLC.

Julia W Lollar
Notary Public, State of Texas

JULIA W LOLLAR - ID# 1022048
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
08-14-2021

Exhibit A

12.000 Acres

SITUATED in the City of Van Alstyne, County of Grayson, State of Texas, being a part of the William B. Blundell Survey, Abstract No. 115, being a part of the 37.000 acre tract of land conveyed by Warranty Deed from Gail W. Utter to Kenneth Griffin and Deborah Griffin on October 20, 2016, recorded in Volume 5894, Page 348, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch capped rebar found, stamped "RPLS 6578" in the East right-of-way line of U.S. Highway No. 75, at the Southwest corner of the 15.000 acre tract of land conveyed to SMNK, LLC, recorded in Document No. 2017-17368, said Official Public Records and the Northwest corner of both said Griffin 37.000 ac. and the herein described tract, **SAID** rebar bears South 24 deg. 54 min. 39 sec. East, 43634 ft. from a ½ inch rebar found bent at the Northwest corner of said SMNK 15.000 ac.;

THENCE North 89 deg. 52 min. 47 sec. East, with the South line of said SMNK 15.000 ac. and the North line of said Griffin 37.000 ac., passing a ½ inch rebar found at a distance of 1,353.76 ft., at the Southeast corner of said SMNK 15.000 ac. and continuing with the South line of the 53.502 acre tract of land conveyed to Benton Holdings, L.P., recorded in Volume 4681, Page 348, said Official Public Records *(the SMNK 15.000 ac. is out of the Southwest corner of the Benton Holding 53.502 ac.)*, for a **TOTAL** distance of 1,418.91 ft. to a ½ inch capped rebar set, "RPLS 6578" at the Northeast corner of the herein described tract, **SAID** rebar bears South 89 deg. 52 min. 47 sec. West, 646.00 ft. from a railroad spike found in the asphalt paving of Kelly Lane, at the Southern Southeast corner of said Benton Holdings 53.502 ac. and the Northeast corner of said Griffin 37.000 ac.;

THENCE Southwesterly, over and across said Griffin 37.000 ac., the following calls and distances:

1. South 32 deg. 00 min. 00 sec. West, 520.68 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the Southeast corner of the herein described tract;
2. South 89 deg. 52 min. 47 sec. West, 954.28 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the East right-of-way line of said U.S. Highway No. 75 and the West line of said Griffin 37.000 ac., at the Southwest corner of the herein described tract, **SAID** rebar bears North 22 deg. 51 min. 35 sec. West, 97.44 ft. from a broken concrete monument found, at an angle point of said Griffin 37.000 ac.;

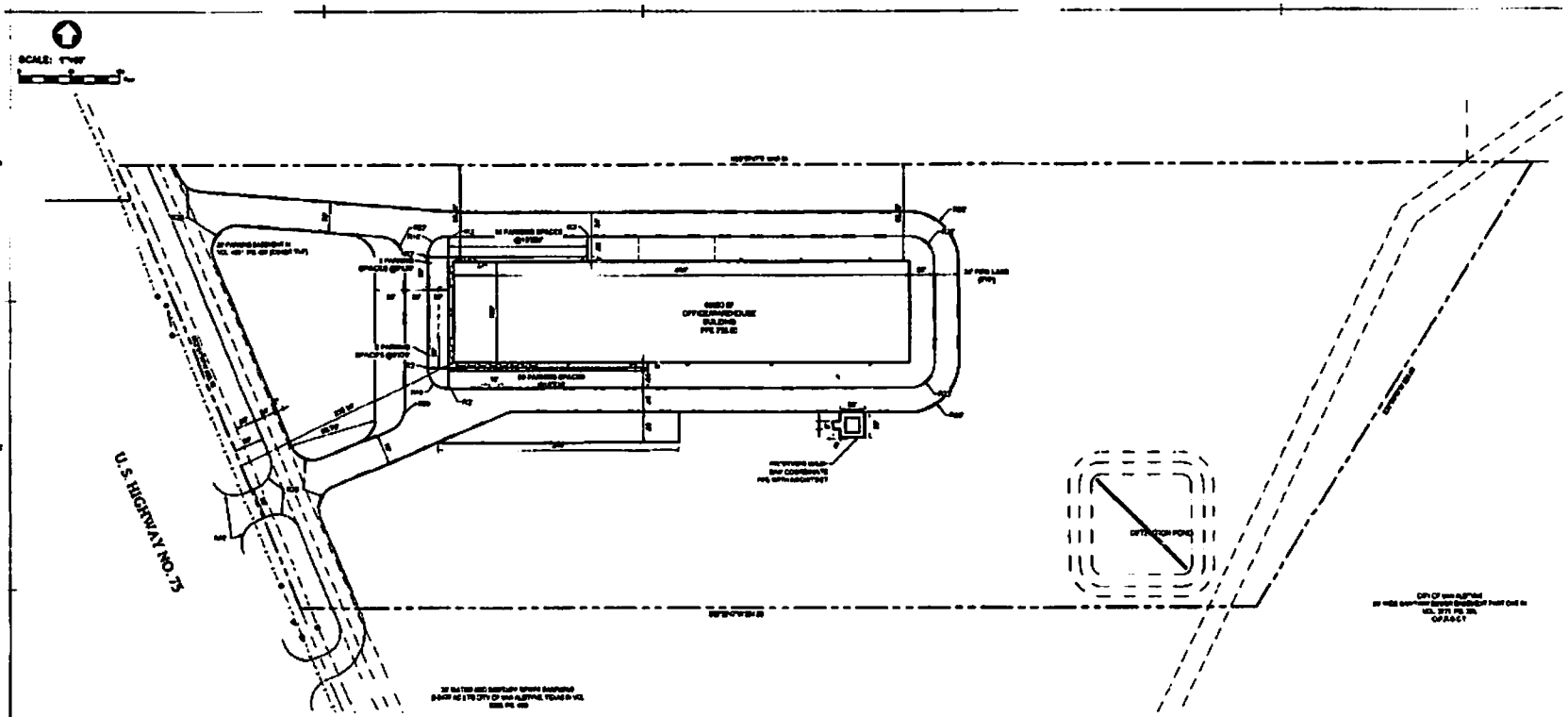
THENCE Northwesterly, with the East right-of-way line of said U.S. Highway No. 75 and the West line of said Griffin 37.000 ac., the following calls and distances:

1. North 22 deg. 51 min. 35 sec. West, 403.18 ft. to a ½ inch rebar found, stamped "RPLS 6578" at an angle point;
2. North 24 deg. 54 min. 39 sec. West, 76.16 ft. to the **PLACE OF BEGINNING** and containing **12.000 ACRES** of land.

Kate A. Wagner, R. P. L. S. No. 6578
August 19, 2019

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

Exhibit B



1 SITE PLAN

SITE PLAN NOTES

LEGEND - SITE PLAN

EIKON

UNITED AG & TURF

875 S HENRY HINES EXPY,
VAN ALSTYNE, TEXAS

SITE PLAN

SITE PLAN

C4.0

Exhibit C

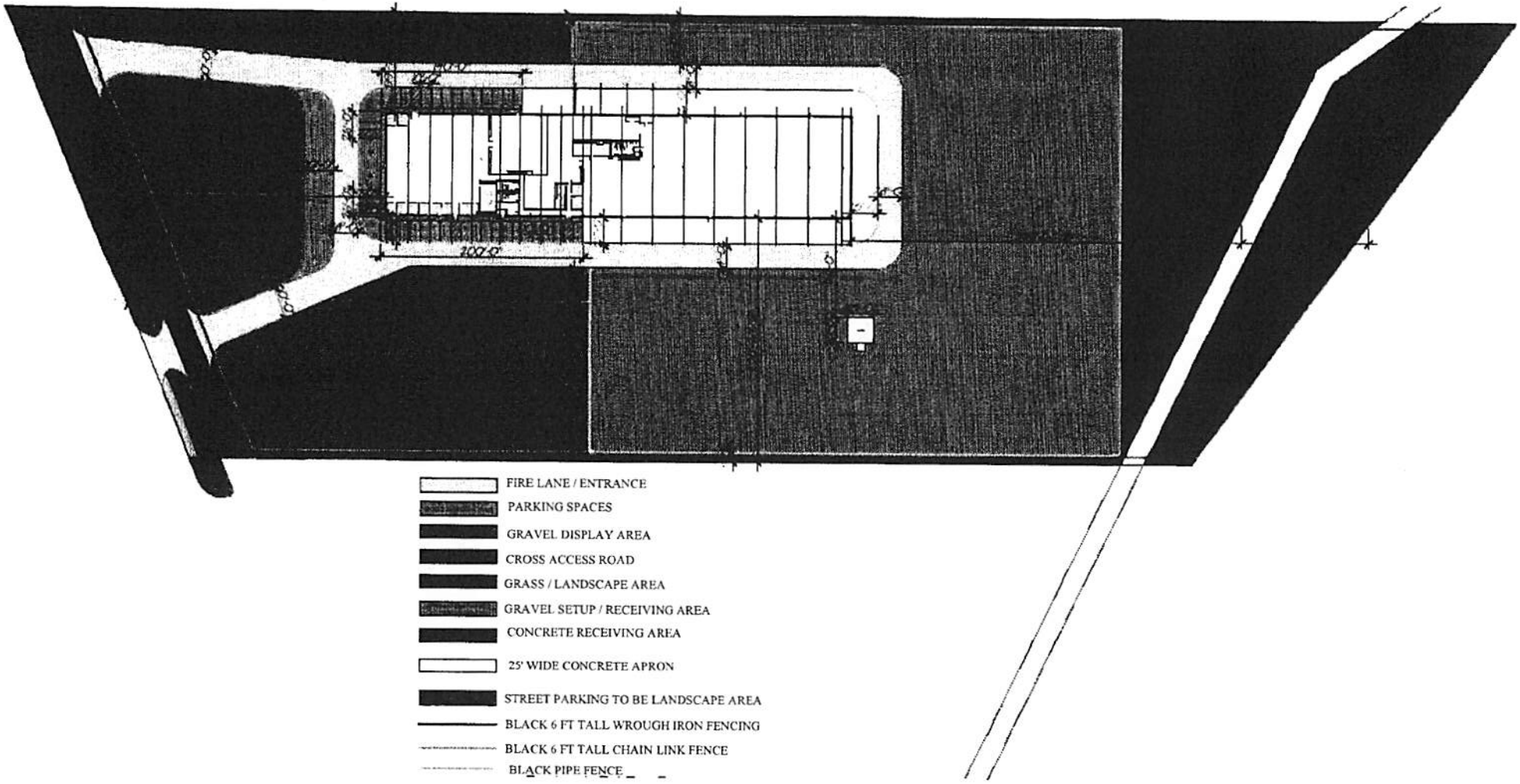

FIRE LANE / ENTRANCE
PARKING SPACES
GRAVEL DISPLAY AREA
CROSS ACCESS ROAD
GRASS / LANDSCAPE AREA
GRAVEL SETUP / RECEIVING AREA
CONCRETE RECEIVING AREA
25' WIDE CONCRETE APRON
STREET PARKING TO BE LANDSCAPE AREA
BLACK 6 FT TALL WROUGH IRON FENCING
BLACK 6 FT TALL CHAIN LINK FENCE
BLACK PIPE FENCE

Exhibit D

United Ag and Turf Façade Calculations

	Total Sq Ft	Rock Veneer	Stucco Veneer	Glass/Doors Veneer	Metal Veneer
Front/West - Sq Ft	2823	1365	799	659	0
Front/West - Percantage	100.00%	48.35%	28.30%	23.34%	0.00%
Side/South - Sq Ft Sales	4856	1209	2584	311	752
Side/South Sales Percantage	100.00%	24.90%	53.21%	6.40%	15.49%
Side/South - Shop Sq Ft	7508	0	0	5623	1885
Side/South Shop Percantage	100.00%	0.00%	0.00%	74.89%	25.11%
Side/North - Sales Sq Ft	2950	1025	1737	188	0
Side/North Sales Percantage	100.00%	34.75%	58.88%	6.37%	0.00%
Side/North - Shop Sq Ft	12263	0	0	2764	9499
Side/North Shop Percantage	100.00%	0.00%	0.00%	22.54%	77.46%
Back/East - Sq Ft	2949	0	0	1120	1829
Back/East Percantage	100.00%	0.00%	0.00%	37.98%	62.02%
Total Sq Ft	33349	3599	5120	10665	13965
Total Percantage		10.79%	15.35%	31.98%	41.88%

GRAYSON COUNTY TAX ASSESSOR-COLLECTOR

Property	Owner	Property Address	2020 Assessed Value
R667021	L & E PROPERTIES LLC	-	$1,353,845

2020 GENERAL INFORMATION

Property Status	Active
Property Type	Real
Legal Description	G-0115 BLUNDELL W B A-G0115, ACRES 12.00
Neighborhood	-
Account	312-011501613
Map Number	-

2020 OWNER INFORMATION

Owner Name	L & E PROPERTIES LLC
Owner ID	O0482670
Exemptions	
Percent Ownership	100%
Mailing Address	3641 MAPLEWOOD AVENUE DALLAS, TX 75205
Agent	-

2020 Tax Statement Details

TAXING ENTITY	TOTAL TAXES DUE	DATE PAID	AMOUNT PAID	BALANCE
Grayson College	$2,315.98	-	$0.00	$2,315.98
Grayson County	$5,099.94	-	$0.00	$5,099.94
Van Alstyne City	$7,912.63	-	$0.00	$7,912.63
Van Alstyne School	$19,630.76	-	$0.00	$19,630.76
TOTALS	**$34,959.31**		**$0.00**	**$34,959.31**

TOTAL TAXES DUE	Effective Date: 1/6/2021
Current Amount Due	$34,959.31
Past Years Due	$0.00
Total Due	$34,959.31

DISCLAIMER

Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The Grayson County Tax Office makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The Grayson County Tax Office reserves the right to make changes at any time without notice. Original records may differ from the information on these pages. Verification of information on source documents is recommended. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The Grayson County Tax Office shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.sed or implied.

STATE OF TEXAS	§	**CHAPTER 381**
	§	**ECONOMIC DEVELOPMENT**
COUNTY OF GRAYSON	§	**PERFORMANCE AGREEMENT**

FIRST AMENDMENT TO THE "CHAPTER 381" ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This FIRST AMENDMENT to the Chapter 381 Economic Development Performance Agreement ("Agreement") is made and entered into by and between the Grayson County, Texas (the "County"), and L&E Properties, LLC, a Texas limited liability company ("L&E") and United Ag and Turf, LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), each acting by and through its duly authorized representatives, for the purposes and considerations stated below:

RECITALS

WHEREAS, the County, L&E and Company have previously entered into a Chapter 381 economic development agreement on or about December 17, 2019, and approved by the Grayson County Commissioners Court (the "Agreement"); and

WHEREAS, L&E has determined that that there is an opportunity to build an additional building on the 12 acre tract of land south of West Marshall Street, east of North Henry Hynds Expressway, north of County Line Road, and west of Kelly Lane, and which was described in more detail as the "Property" in the Agreement; and upon completion, the building will be leased to Company to serve as a headquarters/operations center for United Ag and Turf, LLC; and

WHEREAS, County finds that the original timetable for the buildout contemplated in the Agreement should be extended because of unforeseen delays with the Army Corps of Engineers approval process; and

WHEREAS, the Grayson County Commissioners Court has determined that the additional building will additionally stimulate business and commercial activity within the County above and beyond the development already recognized in the Agreement, and accordingly finds amendment of the Agreement is in the best interest of the County;

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement in conformance with Section 19, to extend the terms, benefits and obligations of the Agreement to the new headquarters/operations portion of the Property and Facility, as follows:

Amendment No. 1

The second recital paragraph of the Agreement is hereby amended as follows:

"**WHEREAS**, L&E intends to develop the Property in accordance with a revised site plan, which has been approved by the City of Van Alstyne, Texas, attached hereto as Exhibit B-1, and incorporated as if fully set forth herein. L&E intends the Property to include the approximately 45,000 square feet of building space contemplated in the Agreement, plus the additional headquarters/operations building, improved parking, and decorative displaces as shown in Exhibits B-1 and C-1, which are attached herein and incorporated as if fully set forth herein (collectively the "Facility") that will be leased to Company for operation of a United Ag and Turf retail center and headquarters/operations facility; and"

Amendment No. 2

"Exhibits "**B**" and "**C**" in the Original Agreement are hereby amended and replaced with the new Attached Exhibits "**B-1**" and "**C-1**," ("Site Plan" and "Facility Plan," respectively)."

Amendment No. 3

Section 1, ("Definitions"), entries for "Facility" and "Expiration Date" are amended as follows:

"'Facility' shall have the meaning ascribed in the Recitals above and as depicted in Exhibits B-1 and Exhibit C-1.

"Expiration Date" shall mean ten (10) years from the Commencement Date.

Amendment No. 4

Section 2 ("Economic Development Program for Generating Ad Valorem Taxes") is hereby amended by amending existing subsection 3(A) as follows:

SECTION 2. Economic Development Program for Generating Ad Valorem Taxes

A. County collects ad valorem taxes on real property and personal/business property within the County ("County Property Tax"). Subject to the terms, covenants, and conditions of this Agreement, County agrees to provide economic development program incentives ("Property Tax Incentive Grant") to L&E in an amount equal to fifty percent (50%) of the County Property Tax Maintenance and Operation (M&O) Rate (currently .328202/100) and specifically excluding the portion attributable to debt service, paid by L&E and Company for the assessment periods of 2021 through 2029 ("Assessment Period(s)") provided that: (i) this Agreement remains in effect for the entire year of all such assessment periods; (ii) the portion of the County Property Tax attributable to real property and personal/business property has been timely paid by L&E and/or Company, and (iii) the portion of County Property Tax attributable to personal/business property/fixtures has been timely paid by Company."

Amendment No. 5

Section 5 ("County's Obligation to Pay") is hereby amended by amending existing subsections 5(A) and 5(L) as follows:

SECTION 7. County's Obligation to Pay.

A. L&E and Company shall cause the retail center portion of the Facility to be opened for business on or before May 31, 2021, in accordance with the ordinances of the City of Van Alstyne, Texas, and in compliance with any Related Agreement related to the Facility, and shall cause the headquarters/operations portion of the Facility to be opened for business on or before May 31, 2021, in accordance with the ordinances of the City of Van Alstyne, Texas, and in compliance with any Related Agreement related to the Facility.

* * * * *

L. During the term of this Agreement following the Commencement Date and continuing thereafter until termination of this Agreement, L&E and/or Company (or an affiliate of L&E or Company), or a County-approved assignee of this Agreement shall continuously operate the Facility as a United Ag & Turf retail center and/or headquarters/operations site consistent with the indicated portions of Exhibits B-1 and C-1.

Amendment No. 6

Section 6 ("Covenants of Company and L&E") is hereby amended as follows by amending existing subsection 6.1(B) and adding subsection 6.2(H) as follows:

SECTION 6. Covenants of Company and L&E.

B. Company shall maintain all Property and Facility improvements in compliance with Development Criteria, with the sole and express exception of the headquarters/operations building, which shall not be subject to the Development Criteria, but shall otherwise comply in all respects with County ordinances, codes and development requirements.

* * * * *

H. L&E shall make all Property and Facility improvements in compliance with Development Criteria, with the sole and express exception of the headquarters/operations building, which shall not be subject to the Development Criteria, but shall otherwise comply in all respects with County ordinances, codes and development requirements.

* * * * *

UNLESS EXPRESSLY MODIFIED BY THE TERMS OF THIS AMENDMENT OR A SUBSEQUENT AMENDMENT IN WRITING AND SIGNED BY ALL PARTIES, THE TERMS, CONDITIONS, AND OBLIGATIONS OF THE AGREEMENT CONTINUE IN FULL FORCE AND EFFECT.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date last set forth below:

GRAYSON COUNTY, TEXAS

By: _____
William L. Magers, County Judge

ATTEST:

By: Deana Patterson
Name: Deana Patterson
Title: Grayson County Clerk

APPROVED AS TO FORM:

Name: _____
Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on August 24, 2021, by William L. Magers, County Judge of Grayson County, Texas, on behalf of said Count.

Tera Norris
Notary ID # 12568605-1
My Commission Expires
September 03, 2024

_____
Notary Public, State of Texas

COMPANY

United Ag and Turf,
a Texas limited liability company

By: United Ag and Turf, L.L.C.,

By: _____
Name: Brody Pettit
Title: Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on SEPTEMBER 7, 2021, by Brody Pettit, Chief Executive Officer of United Ag and Turf.

FELICIA CASTLE NOTARY PUBLIC STATE OF TEXAS ID 12877232-7 EXP. 10-17-2023

_____
Notary Public, State of Texas

L&E

L&E Properties, LLC,
a Texas limited liability company

By: L&E Properties, L.L.C.,

By: _____
Name: Brody Pettit
Title: Managing Member

STATE OF TEXAS §
§
COUNTY OF DALLAS §

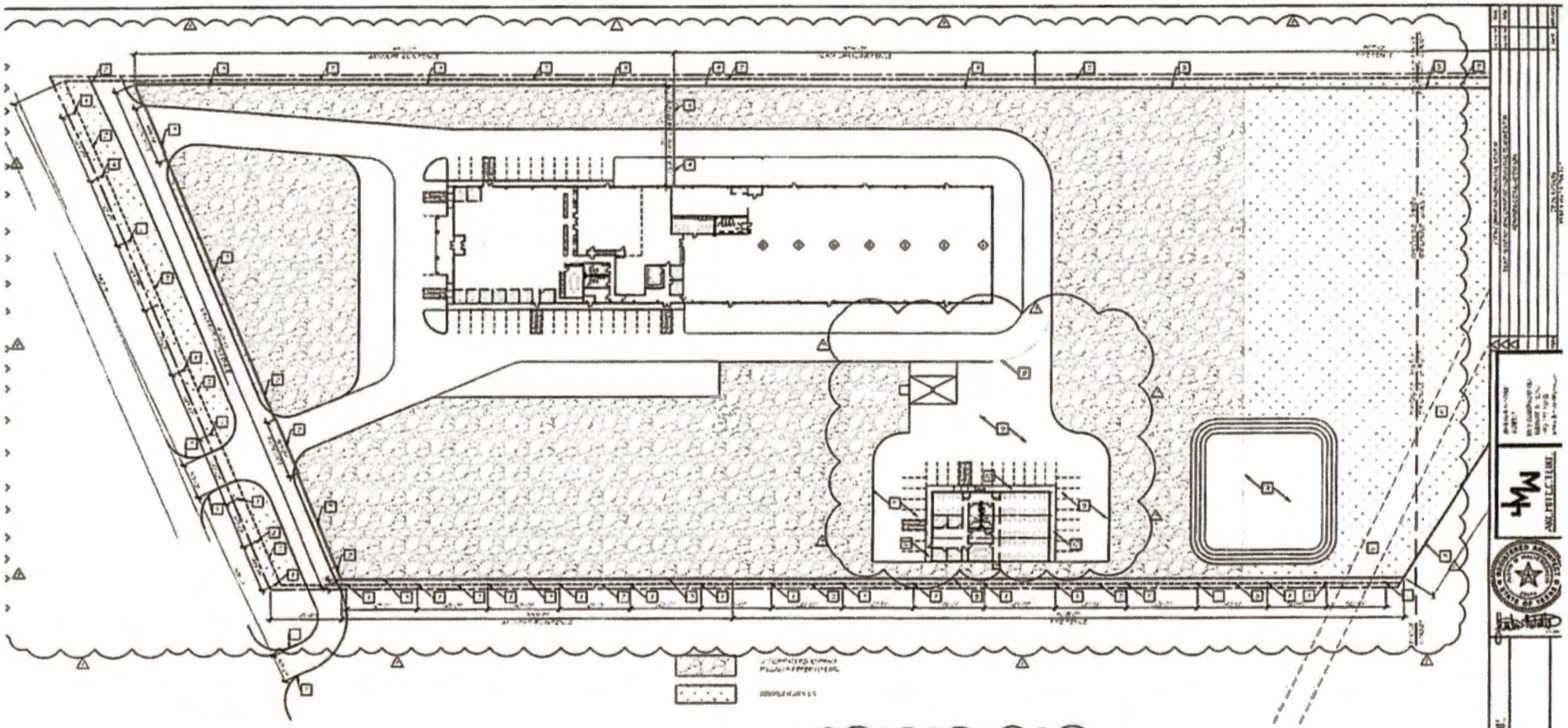
This instrument was acknowledged before me on SEPTEMBER, 2021, by BRODY PETTIT, MANAGING MEMBER [title] of L&E Properties, LLC.

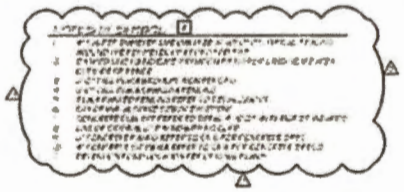
FELICIA CASTLE NOTARY PUBLIC STATE OF TEXAS ID 12877232-1 EXP. 10-17-2023

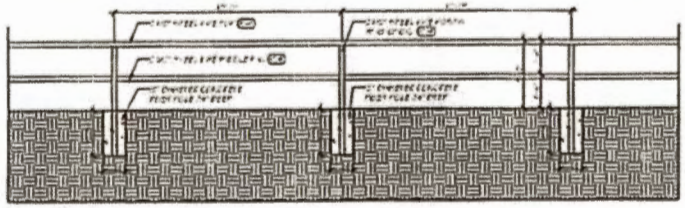
_____
Notary Public, State of Texas

Exhibit A

Exhibit B-1

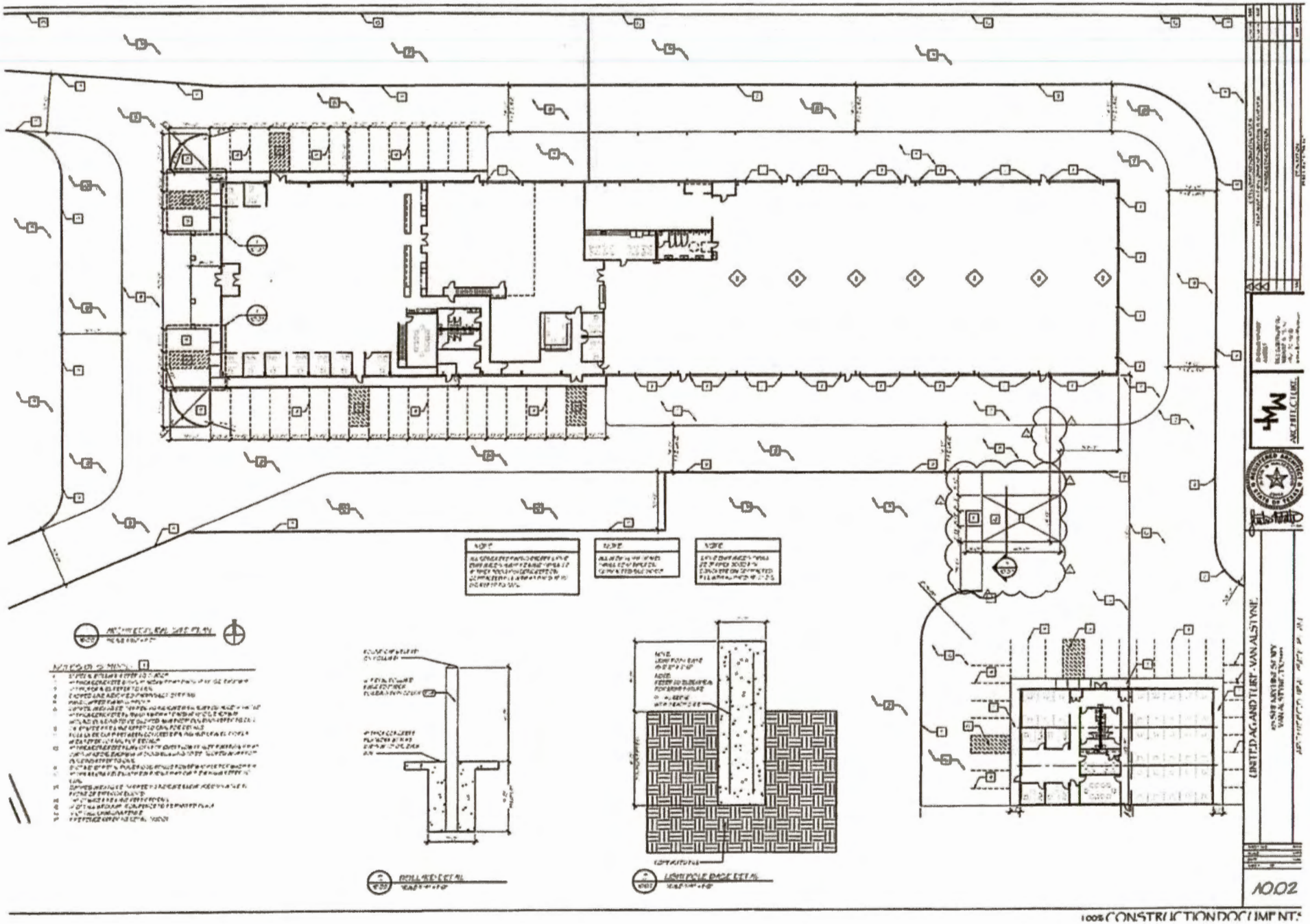






A001

100% CONSTRUCTION DOCUMENTS

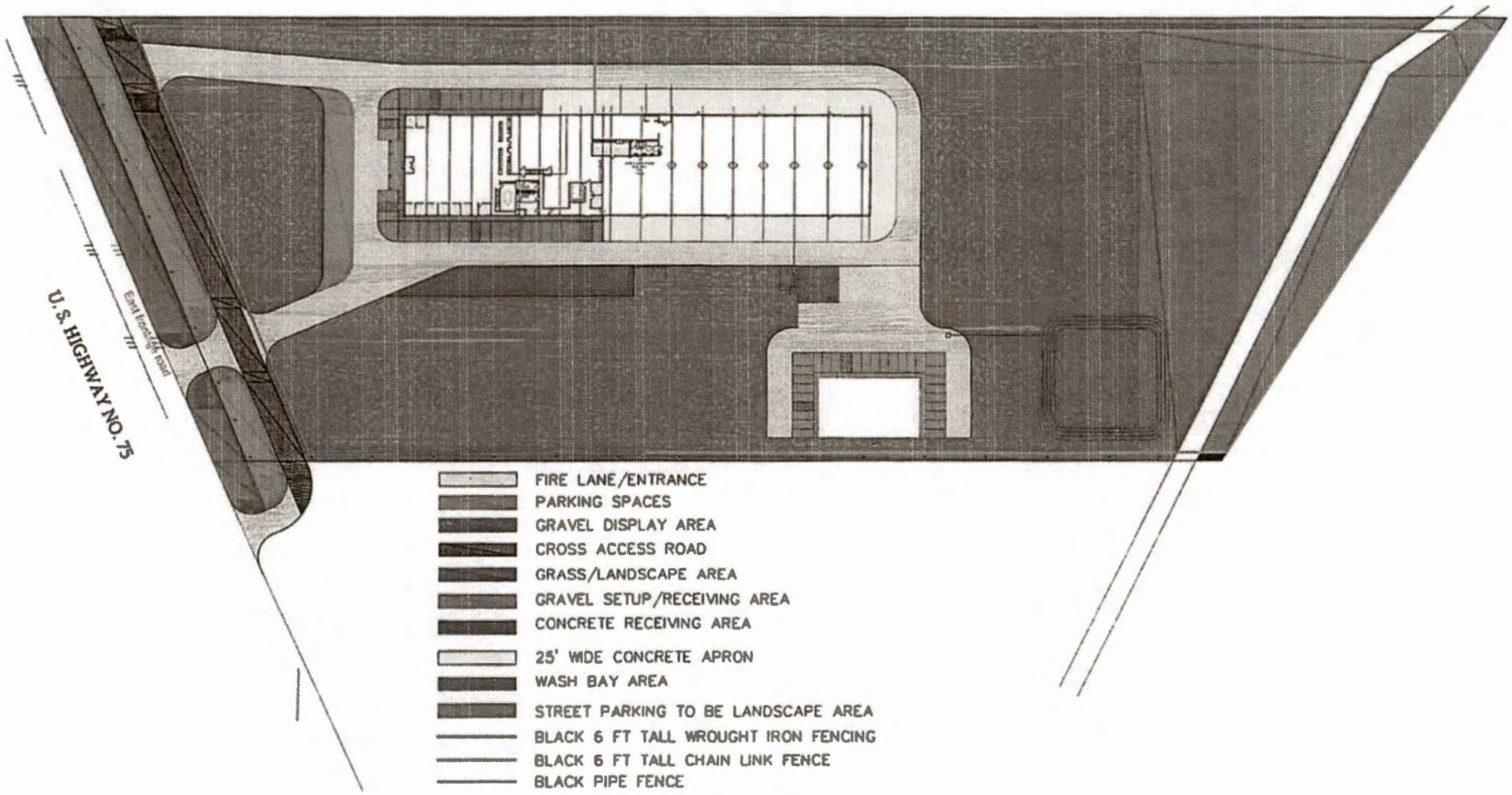


A002

100% CONSTRUCTION DOCUMENTS

Exhibit C-1

Exhibit D


U.S. HIGHWAY NO. 75
East Frontage road
FIRE LANE/ENTRANCE
PARKING SPACES
GRAVEL DISPLAY AREA
CROSS ACCESS ROAD
GRASS/LANDSCAPE AREA
GRAVEL SETUP/RECEIVING AREA
CONCRETE RECEIVING AREA
25' WIDE CONCRETE APRON
WASH BAY AREA
STREET PARKING TO BE LANDSCAPE AREA
BLACK 6 FT TALL WROUGHT IRON FENCING
BLACK 6 FT TALL CHAIN LINK FENCE
BLACK PIPE FENCE