ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Agreement") by and between the CITY OF MANVEL, TEXAS, a Texas home-rule municipal corporation (the "City"), and BCS CAPITAL GROUP (the "Developer"), is entered into as of December 18, 2025 (the "Effective Date").

RECITALS

WHEREAS, the Developer owns or will own certain tracts of land totaling approximately 47.32 acres, as described in **Exhibit A** attached hereto, annexed into the corporate limits of the City as of the Effective Date (the "Property") on which it intends to develop numerous commercial structures (the "Project"), as depicted in the conceptual site plan marked as **Exhibit B** attached hereto;

WHEREAS, the Developer will construct and own real property improvements located on the Land or manage the construction of such improvements (the "Project Improvements");

WHEREAS, certain public works and improvements, including road improvements, public utilities including water and sanitary sewer improvements (the "Water and Sewer Improvements"), drainage and detention improvements (the "Detention Improvements"), and landscaping (collectively, the "Public Improvements"), must be developed to serve the Project;

WHEREAS, the Developer intends to finance and develop the Project and the Public Improvements in accordance with the terms and conditions of the Agreement;

WHEREAS, the City has the authority to contract with the Developer for the development of the Project and the Public Improvements;

WHEREAS, the City recognizes the positive economic impact that the Project will bring to the City through the timely development and diversification of the economy, elimination of unemployment and underemployment through the creation and retention of new jobs, the attraction of new businesses, and the retention and growth of the ad valorem and sales and use tax revenue generated by the Project;

WHEREAS, the City recognizes that the Project will provide a public benefit to the City by providing new jobs and generate significant cashflow through the new retail tenants, which will directly stimulate economic development; and

WHEREAS, the City has established a program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the City has the authority to enter into a performance based economic development agreement and use future public funds created by the

development for the public purposes of promoting local economic development and stimulating business and commercial activity within the City;

WHEREAS, consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380, and other law, the City agrees to make a grant to the Developer to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state;

WHEREAS, in consideration of the Developer's intent to develop the Project, which will bring additional ad valorem tax and sales and use tax revenues to the City and result in additional jobs, the City desires to enter into this performance based economic development agreement pursuant to Chapter 380 and other laws applicable to the development of the Public Improvements as an economic incentive for the Developer to develop and construct the Project;

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City and, as such, meets the requirements under Chapter 380 and the City's established economic development program, and, further, is in the best interests of the City and the Developer;

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Chapter 380 and other applicable laws, the Developer has agreed to comply with certain conditions for receiving those benefits, including performance criteria relating to the funding, design and construction of the Project and Public Improvements and the operation of the Project;

WHEREAS, in consideration of the Developer's commitment to design, construct, and develop the Public Improvements and the Developer's intention to develop the Project, including the intention to invest private funds for the Project, to create employment, and to operate the Project as set forth herein, which will generate Tax Revenues (as defined herein) for the City, the City agrees to grant to the Developer the Economic Development Payment(s) (as defined herein), but not more than the Maximum Economic Development Payment Total (as defined herein);

WHEREAS, consistent with Chapter 380 and other law, the City and the Developer, as contemplated in this Agreement, agree to work together to advance the public purposes of developing and diversifying the economy of the state, eliminating unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state;

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

ARTICLE I
GENERAL TERMS

A. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated for all purposes. In the event of any conflict between any of the provisions of the Exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

B. Definitions and Terms. The terms "Agreement," "Chapter 380," "City," "Developer," "Effective Date," "Land," "Project," "Project Improvements," "Property," and "Public Improvements" shall have the meanings given to such terms in the Recitals, and the following terms shall have the following meanings:

"Base Property Tax" means the amount of ad valorem and personal property taxes levied and collected by the City attributable to the Property as the Effective Date, which is $0 due to the Property having been located outside of the City's corporate limits until the Effective Date when the Property was annexed into the City's corporate limits.

"Base Sales and Use Tax" means the amount of Sales and Use Tax Revenues received by the City for the calendar year preceding the Effective Date for the Project located on the Property, which is $0 due to the Property having been located outside of the City's corporate limits until the Effective Date when the Property was annexed into the City's corporate limits.

"Economic Development Payment(s)" shall mean the payment and/or payments made by the City to Developer in an amount equal to the Tax Revenues for each relevant year, the aggregate of which shall not exceed the Maximum Economic Development Payment Total.

"Force Majeure" shall have the meaning ascribed to it in Article VI, Section B of this Agreement.

"Maximum Economic Development Payment Total" shall mean an amount payable only from the Tax Revenues that is equal to $20,000,000.

"Parties" or "Party" shall mean the City and the Developer, the parties to this Agreement.

"POA" means a Property Owners' Association.

"Sales and Use Tax Revenues" means the amount of sales and use tax received by the City pursuant to Chapter 321, Texas Tax Code, from the sale of Taxable Items within the Project located on the Property, including from the construction of the Project Improvements or from the purchases of furniture,

fixtures or equipment for the Project. Sales and Use Tax Revenues does not include the portion of local sales tax collected by the City that is dedicated to the Manvel Economic Development Corporation (MEDC).

"Taxable Items" has the meaning assigned by Chapter 151, Texas Tax Code, as it may be amended from time to time.

"Tax Revenues" means 0% of the incremental increase in the collection of the City's ad valorem and personal property taxes attributable to the Property above the Base Property Tax for Year 1 through Year 2, 50% of the incremental increase in the collection of the City's ad valorem and personal property taxes attributable to the Property above the Base Property Tax for Year 3 through Year 12, and 25% of the incremental increase in the collection of the City's ad valorem and personal property taxes attributable to the Property above the Base Property Tax for Year 13 through 17 (the "Property Tax Increment"); and 90% of the incremental increase in the collections of the City's sales and use taxes attributable to the Property above the Base Sales and Use Tax for Year 1 through Year 7, 75% of the incremental increase in the collections of the City's sales and use taxes attributable to the Property above the Base Sales and Use Tax for Year 8 through Year 12, and 50% of the incremental increase in the collections of the City's sales and use taxes attributable to the Property above the Base Sales and Use Tax for Year 13 through Year 17 (the "Sales and Use Tax Increment"), and without regard to any future abatement or rebate (pursuant to an economic development agreement or otherwise) of any portion of such taxes granted by the City. Notwithstanding the above, the Sales and Use Tax Increment for purposes of the definition of Tax Revenues shall be deemed zero until such time as the Sales and Use Tax Increment is at least $10,000 annually and shall be subject to the limitations of Article IV.G. below.

"Term" shall mean the term of this Agreement, which shall commence on the Effective Date and shall continue until the earlier of: (i) the payment to the Developer of the Maximum Economic Development Payment Total, or (ii) the date the last Economic Development Payment is made for Year 17.

"Year 1 through 17" shall have the meaning set forth in Article V.

C. Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE II
THE PROJECT

A. The Project. The Developer intends to construct (or cause to be constructed) the Project, a mixed-use commercial development. The Developer shall begin construction on the Project not later than twelve (12) months after the later to occur of (i) the Effective Date or (ii) the issuance of a site development permit from the City. The Developer shall satisfy all City platting, permitting, and building permitting requirements.

B. Standards and Approvals. The Developer agrees that the plans and specifications for the Project and Public Improvements shall be subject to the review and approval of all governmental entities with jurisdiction, including, without limitation, the City. The Developer agrees to comply with all applicable legal requirements from such jurisdictions. Before commencing construction of any Public Improvements, the Developer will submit to the City's Director of the Department of Public Works and Engineering, or his or her designee ("Director"), all plans and specifications for the construction of the Public Improvements and obtain the Director's approval of the plans and specifications. Prior to construction of any Public Improvements, the Developer or its engineer will give written notice by registered or certified mail to the Director stating the date that construction will be commenced. Construction of the Public Improvements will be in accordance with the approved plans and specifications, and with the City's applicable standards and specifications, and, during the progress of the construction and installation of the Public Improvements, the Director may conduct periodic, on-the-ground inspections.

ARTICLE III
REPRESENTATIONS

A. Representations of the City. The City hereby represents to the Developer that as of the Effective Date:

The City is a duly created and existing municipal corporation and home-rule municipality of the State of Texas under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

The City has the power, authority and legal right under the laws of the State of Texas to enter into and perform this Agreement, and the execution, delivery, and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the City under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

The execution, delivery, and performance of this Agreement by the City do not require the consent or approval of any person that has not been obtained.

B. Representations of the Developer. The Developer hereby represents to the City that as of the Effective Date:

The Developer is duly authorized and existing and in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

The Developer has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery, and performance hereof (i) have been duly authorized, and will not, to the best of its knowledge, violate any judgment, order, law, or regulation applicable to the Developer, and (ii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms except to the extent that the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws of general application in effect from time to time relating to or affecting the enforcement of creditors' rights.

ARTICLE IV
DEVELOPER COMMITMENTS

In consideration of the City's agreeing to pay the Developer the Economic Development Payment(s) in accordance with the terms, provisions, and conditions of this Agreement, the Developer agrees to fulfill the following conditions in order to receive the Economic Development Payment(s):

A. Project and Public Improvements Funding. The Developer shall make significant investments from and after the Effective Date, from private funding sources other than the Tax Revenues, toward the design and construction of the Project and the Public Improvements. In constructing the Project, the Developer shall comply with the provisions of the City's Ordinances. The Developer hereby represents and warrants that

it will have all funds, from private sources, necessary to design and construct all phases of the Project, at the time such funds are required. For any calendar year in which additional square footage of a phase of the Project is completed or under construction, the Developer shall provide a report to the City Manager, or his or her designee, of: i) the square footage of the Project that was completed during such calendar year, ii) the square footage of the Project that was under construction, but not yet complete, during such calendar year, and iii) the cumulative square footage of the Project that is complete since the initiation of construction.

B. Operational Condition. The Developer shall use reasonable efforts to continuously operate (or cause to be operated) the Project on the Property during the Term of this Agreement, subject only to (i) events of Force Majeure, (ii) reasonable periods of closing actually required for repair or restoration following casualty or condemnation, and (iii) temporary closings (not to exceed 270 days) for repair, renovations, and/or alterations of the Property.

C. Construction of Kirby Drive. Developer agrees to construct the segment of Kirby Drive within the Property consistent with City design standards and approved alignment and Major Thoroughfare plans ("Developer's Kirby Construction") by the earlier of: (i) within one year of the date on which all necessary permits for Developer's Kirby Construction are approved, or (ii) January 1, 2028.

D. Ownership, Operation, Transfer, and Maintenance of Public Improvements, Other than Detention Improvements. Except as otherwise provided herein for the Detention Improvements, as the acquisition and construction of each integral stage of the Public Improvements is completed and each integral stage of the Public Improvements becomes operational, the Developer shall convey all such Public Improvements to the City (including rights-of-way). As construction of each integral stage of the Public Improvements is completed, City representatives shall inspect the same and, if the City finds that the same has been completed in accordance with the final plans and specifications, or any modifications thereof, and in accordance with all applicable laws, rules, and regulations, the City will accept the same, whereupon such portion of the Public Improvements shall be owned, operated and maintained by the City at its sole expense. All contracts will require a two-year warranty/maintenance bond and shall include the City as an Obligee. The rights under such warranties shall be assigned by the Developer to the City upon completion and transfer. Prior to the City's acceptance of any conveyed Public Improvement, and at no cost to the City, the Developer shall provide as-built drawings in digital format acceptable to the City. The Public Improvements shall be conveyed to the City without liens or encumbrances, unless such liens or encumbrances are approved by the City.

E. Detention Improvements. The Developer shall own, operate, and maintain the Detention Improvements at the Developer's sole expense, which responsibilities may also be conveyed to a POA.

F. Landscaping. The Developer shall install landscaping and irrigation and shall maintain the Project at the Developer's sole expense for the Term of this Agreement, which responsibilities may also be conveyed to a POA.

F. Maintenance of Records. The Developer shall be responsible for maintaining records of all costs incurred and payments made for the Public Improvements and records evidencing compliance with all of the Developer commitments required by this Article IV for ten (10) years from the final payment by the Developer of the Economic Development Payment and shall make such records available to the City for examination at the City's reasonable request. The City shall have the right to review and audit such records upon five (5) business days prior written notice to the Developer.

G. Sales Tax Disclosure. The City agrees to request from the State Comptroller sales tax reports as provided in Section 321.3022, Texas Tax Code, establishing the amount of Sales Tax Revenues for each calendar quarter during the Term ("Sales Tax Disclosure"). Developer agrees to provide any release or releases to the City necessary to allow the State Comptroller to provide the Sales Tax Disclosure. The City and Developer shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. The City shall only be required to pay the Tax Revenues related to the Sales and Use Tax Increment for those properties for which Developer has provided any required release and the State Comptroller provides the City the Sales Tax Disclosure; provided, however, the Developer may establish the amount of Sales Tax Revenues arising from the construction of the Project Improvements or the purchase of the Project furniture, fixtures and equipment using other documentation approved by the City, which approval shall not be unreasonably withheld.

H. Rough Proportionality. The parties stipulate that the consideration in this Agreement satisfies any and all claims of rough proportionality and the Developer agrees that no other claims related to rough proportionality shall be made against the City.

ARTICLE V
ECONOMIC DEVELOPMENT GRANTS

Year 1 shall begin on January 1, 2026. Year 2 shall begin one year from the date Year 1 commenced, and so on, with Year 17 commencing seventeen years from the date Year 1 commenced. The City shall grant and pay the Economic Development Payment to the Developer beginning on Year 1 and continuing at least annually through Year 17, unless the Maximum Economic Development Payment Total has been disbursed at an earlier date. The City shall pay the Economic Development Payment(s) to the Developer as follows: (i) within fifteen (15) days following the end of the month(s) in which the City receives its Tax Revenues due to the Sales and Use Tax Increment, and (ii) within thirty (30) days following the end of each of Year 1 through Year 17 due to the Property Tax

Increment. The City is unconditionally obligated to pay the Economic Development Payment(s) only from the Tax Revenues generated from the Property. Such payments are not subject to any reduction, whether offset or otherwise. The City shall not be obligated to make any payment to the Developer in an amount in excess of the Tax Revenues.

ARTICLE VI
DEFAULT AND REMEDY

A. Payment Default. The City agrees that its failure to pay the Economic Development Payment(s) when due is an event of default (a "Payment Default") and that the Developer shall be entitled to any and all of the remedies available in this Article or otherwise at law or equity.

B. General Events of Default. A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its material commitments, covenants, agreements, or obligations hereunder, or if any of its representations contained in this Agreement are false.

Before the failure of any Party to perform its obligations under this Agreement, except a Payment Default, is deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement, except a Payment Default, may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt by the defaulting Party of such notice.

Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (except for a Payment Default) is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil

disobedience, fire or other casualty, shortage of materials, pandemic, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, hurricanes or tornadoes], labor action, strikes, or similar acts) the time for such performance shall be extended by the amount of time of such delay ("Force Majeure").

In addition to any other right or remedy available to the Parties pursuant to this Agreement, in the event of a default or a breach by either Party under this Agreement which continues for 30 days after written notice to the Party alleged to have defaulted or breached and the failure of the Party alleged to have defaulted or breached to cure or diligently proceed to cure such breach to the complaining Party's reasonable satisfaction, the complaining Party shall have the right (but not the obligation), in its sole discretion, to exercise its rights with regards to mandamus, specific performance, or mandatory or permanent injunction to require the Party alleged to have defaulted or breached to perform.

ARTICLE VII
GENERAL PROVISIONS

A. Time of the essence. Time is of the essence in the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation, including, without limitation, subject to the Developer's compliance with all applicable laws, expeditiously processing permits and approvals to facilitate the Developer's timely procurement of all entitlements required for the Project and the Public Improvements.

B. Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed or sent by rapid transmission confirmed by mailing written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving Party at the following addresses:

If to the Developer:

BCS Capital Group
1940 Fountain View Dr., #220
Houston, TX 77057
Attention: Ryan Sweeney

With a copy to:

Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600

Houston, Texas 77027
Attention: Alia Vinson

If to the City:

Mayor
City of Manvel, Texas
P.O. Box 187
Manvel, Texas 77578

With a copy to:

City Attorney
City of Manvel, Texas
P.O. Box 187
Manvel, Texas 77578

Notice shall be deemed to have been received on the date such notice is personally delivered or three days from the date such notice is mailed or sent by rapid transmission. Either Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed; any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the Developer or the City, as the case may be.

C. Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the Developer and the City. No course of dealing on the part of the Developer or the City, nor any failure or delay by the Developer or the City with respect to exercising any right, power, or privilege pursuant to this Agreement, shall operate as a waiver thereof, except as otherwise provided in this Section.

D. Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

E. Successors and assigns. Neither Party shall have the right to assign its rights under this Agreement, or any interest herein, without the prior written consent of

the other Party, except that the Developer may assign its rights and responsibilities hereunder to (i) a lending institution of all or a portion of the Developer's rights hereunder as security for repayment of one or more loans to finance the construction or ownership of the Project or the Public Improvements, (ii) any related, affiliated or subsidiary entity to which substantially all of its assets, liabilities, or its rights to proceed with development of the Project and the Public Improvements are transferred, or (iii) any person or entity to which the Developer assigns, subleases, or otherwise conveys its interest in the Property, provided that any assignee under (ii) or (iii) agrees in writing to assume the Developer's obligations under this Agreement. The City shall not unreasonably withhold its written consent. The City Manager, or the City Manager's designee, may consent to a qualifying assignment under this Section on behalf of the City.

F. Exhibits, titles of articles, sections, and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

G. Applicable law. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the State Courts of Brazoria County, Texas, or the United States District Court for the Southern District of Texas.

H. Entire agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

I. Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

K. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

L. Conflicts with Ordinances. The City and the Developer agree that, in the event of a conflict between the provisions of this Agreement and any City ordinance, or regulation by any other agency over which the City has control, whether heretofore or hereafter adopted, the provisions of this Agreement shall govern matters addressed by this Agreement.

M. Texas Government Code, Chapter 2264. Developer acknowledges that the funds paid by the City meet the definition of a "public subsidy" under Chapter 2264 of the Texas Government Code. Consistent therewith, Developer agrees to not knowingly use any undocumented workers, and if convicted for a violation under 8 USC §1324a(f), the Developer shall repay the amount of the funds, plus interest, as required by law.

N. Texas Local Gov't Code § 380.004. Developer acknowledges that City, not later than the 14th day after the date of entering into, amending or renewing this agreement, shall submit to the comptroller the information required by Texas Government Code, § 403.0246(c), and any other information the comptroller considers necessary to operate and update the database described therein. Additionally, City shall provide on its website a direct link to the location of the agreement information published on the comptroller's Internet website, as required by § 380.004(c).

[EXECUTION PAGE FOLLOWS]

IN TESTIMONY OF WHICH this instrument has been executed in multiple counterparts, each of equal dignity and effect, on behalf of the Developer and the City, effective as of the Effective Date defined herein.

CITY:	DEVELOPER:
CITY OF MANVEL, a Texas home-rule municipal corporation	BCS CAPITAL GROUP
_____ Mayor	By: _____
Date: 12/18/2025	Name: Robert Cannon
	Title: Manager
ATTEST/SEAL: _____ City Secretary	By: _____
Date: 12/18/2025	Name: _____
CITY OF MANVEL CORPORATE SEAL 1960 TEXAS	Title: _____

EXHIBIT A (Page 1)

DESCRIPTION OF
11.3999 ACRES OR 496,581 SQ. FT.

A TRACT OR PARCEL CONTAINING 11.399 ACRES OR 496.581 SQUARE FEET OF LAND SITUATED IN THE H. T. & B. RR.CO. SURVEY, SECTION 71, ABSTRACT NO. 291, BRAZORIA COUNTY, TEXAS, SAME BEING CALLED "PART TWO OF TRACT FOUR" 11.395 ACRES OF LAND DESCRIBED IN DEED TO TH PROPERTY, INC., RECORDED UNDER BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.) NO. 2022037379, AND BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2002056335, WITH SAID 11.3999 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING, AT BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "BGE" FOUND MARKING THE SOUTH END OF A CUTBACK CORNER OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF STATE HIGHWAY NO. 6 (200' WIDE) AS RECORDED UNDER PLAT NO. 2022037379,(B.C.P.R.) AND THE WEST R.O.W. LINE OF KIRBY DRIVE (120' WIDE) AS RECORDED UNDER PLAT NO. 2022037379, (B.C.P.R.), SAME BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF CALLED 35.905 ACRES OF LAND DESCRIBED IN DEED TO TH PROPERTY, INC. AS RECORDED UNDER MAP OR PLAT NO. 2022037379 AND B.C.C.F. NO. 2002056335,;

THENCE, NORTH 70 DEG. 28 MIN. 31 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID HWY 6 PASSING A FOUND 5/8 INCH IRON ROD FOR A DISTANCE OF 1248.34 FEET MARKING THE SOUTHEAST CORNER OF A 40 FEET R.O.W. (UNIMPROVED) RECORDED UNDER A MAP OR PLAT VOL.2, PG. 81-82, B.C.P.R., AND THE SOUTHWEST CORNER OF SAID 35.905 ACRE TRACT, TO A FOUND 5/8 INCH IRON ROD FOR A TOTAL DISTANCE OF 1291.68 FEET MARKING THE SOUTHWEST CORNER OF SAID 40 FEET R.O.W. AND THE SOUTHEAST CORNER OF SAID 11.395 ACRE TRACT SAME BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 70 DEG. 28 MIN. 31 SEC. WEST, CONTIUING ALONG THE NORTH R.O.W. LINE OF SAID HWY 6 AND THE SOUTH LINE OF SAID 11.395 ACRE TRACT, A DISTANCE OF 692.21 FEET TO A FOUND 5/8 INCH IRON ROD MARKING THE SOUTHEAST CORNER OF CALLED LOT 6 AND LOT 7, 8.28689 ACRES OF LAND DESCRIBED IN DEED TO JERRY A. ARGOVITZ, AS RECORDED UNDER MAP OR PLAT VOL. 2, PG. 81, B.C.P.R. AND VOL. 1151, PG. 839 OF B.C.C.F., AND THE SOUTHWEST CORNER OF SAID 11.395 ACRES AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 21 MIN. 05 SEC. WEST, ALONG THE COMMON LINE OF SAID LOT 6 AND LOT 7 AND SAID 11.395 ACRE TRACT, FOR A DISTANCE OF 644.48 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF CALLED LOT 5 BEING A PART OF CALLED 201.0164 ACRES OF LAND DESCRIBED IN DEED TO NEW RODEO 288, LTD., AS RECORDED UNDER MAP OR PLAT THEREOF VOL. 2, PG. 81, B.C.P.R. AND B.C.C.F. NO. 2005039031, AND VOL. 1181, PG. 884 OF B.C.C.F., AND THE SOUTHWEST CORNER OF CALLED LOT 13 OR CALLED 10.30 ACRES OF LAND DESCRIBED IN DEED TO J.W. WINZELLER AND LESLIE R. WINZELLER AS RECORDED UNDER MAP OR PLAT THEREOF VOL. 2, PG. 81-82, B.C.P.R. AND B.C.C.F. NO. 200539091 AND SAME BEING THE NORTHWEST CORNER OF SAID 11.395 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 53 MIN. 57 SEC. EAST, ALONG THE COMMON LINE OF SAID LOT 13 AND 11.395 ACRE TRACT, A DISTANCE OF 639.16 FEET TO A CORNER ON THE WEST R.O.W. LINE OF SAID 40 FEET AND THE SOUTHEAST CORNER OF SAID LOT 13 AND THE NORTHEAST CORNER OF SAID 11.395 ACRE TRACT AND THE HEREIN DESCRIBED TRACT FROM WHICH FOUND 5/8 INCH IRON ROD BEARS SOUTH 16 DEG. 54 MIN. 59 SEC. WEST, FOR A DISTANCE OF .304 FEET;

THENCE, SOUTH 03 DEG. 15 MIN. 50 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID 40 FEET AND THE EAST LINE OF SAID 11.395 ACRE TRACT, A DISTANCE OF 910.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 11.3999 ACRES OR 496,581 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59121-BND, PREPARED BY WINDROSE.

EXHIBIT A (Page 2)

DESCRIPTION OF
34.28 ACRES OR 1,493,196 SQ. FT.

A TRACT OR PARCEL CONTAINING 34.28 ACRES OR 1,493,196 SQUARE FEET OF LAND SITUATED IN THE H. T. & B. RR. CO. SURVEY, SECTION 71, ABSTRACT NO. 291, BRAZORIA COUNTY, TEXAS, SAME BEING CALLED "PART ONE, TRACT ONE" OR 35.905 ACRES OF LAND DESCRIBED IN DEED TO TH PROPERTY, INC., RECORDED UNDER BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.) NO. 2022037379, AND BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2002056335, WITH SAID 34.28 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING, AT BEGINNING AT A CAPPED 5/8 INCH IRON ROD STAMPED "BGE" FOUND MARKING THE SOUTH END OF A CUTBACK CORNER OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF SAID STATE HIGHWAY NO. 6 (200' WIDE) AS RECORDED UNDER MAP OR PLAT NO. 2022037379, B.C.P.R. AND THE WEST R.O.W. LINE OF KIRBY DRIVE (120' WIDE) AS RECORDED UNDER MAP OR PLAT NO. 2022037379, B.C.P.R., SAME BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 35.905 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 70 DEG. 28 MIN. 31 SEC. WEST, ALONG THE SOUTH LINE OF SAID 35.905 ACRES AND NORTH LINE OF SAID HWY NO. 6, A DISTANCE OF 1,248.34 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST CORNER OF A 40 FEET R.O.W. (UNIMPROVED), AS RECORDED UNDER MAP OR PLAT VOL. 2, PG. 81-82, B.P.C.R., AND THE SOUTHWEST CORNER OF SAID 35.905 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 15 MIN. 50 SEC. WEST, ALONG THE EAST LINE OF SAID 40 FEET R.O.W. AND WEST LINE OF SAID 35.905 ACRE TRACT, A DISTANCE OF 927.47 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF SAID 40 FEET R.O.W. AND THE SOUTHWEST CORNER OF CALLED LOT 21 BEING A PART OF CALLED 201.0164 ACRE TRACT OF LAND DESCRIBED IN DEED TO NEW RODEO 288, LTD., AS RECORED UNDER MAP OR PLAT VOL. 2, PG. 81. B.C.P.R. AND BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2006043836., AND THE NORTHWEST CORNER OF SAID 35.905 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 53 MIN. 57 SEC. EAST, ALONG THE SOUTH LINE OF SAID 201.0164 ACRE TRACT AND NORTH LINE OF SAID 35.905 ACRE TRACT, A DISTANCE OF 1,280.25 FEET TO A CORNER FOR THE SOUTHEAST CORNER OF CALLED LOT 29, BEING A PROTION OF SAID 201.0164 ACRE TRACT OF LAND AND ON THE WEST LINE OF CALLED 40 FEET R.O.W., AS RECORDED UNDER MAP OR PLAT VOL. 2, PG. 81-82 B.C.P.R. AND B.C.C.F. NO. 2019057985, AND B.C.C.F. NO. 2019057983, AND SAME BEING THE NORTHEAST CORNER OF SAID 35.905 ACRE AND OF THE HERIEN DESCRIBED TRACT FROM A 5/8 INCH IRON ROD BEARS SOUTH 16 DEG. 18 MIN. 34 SEC. WEST FOR A DISTANCE OF 0.366 FEET;

THENCE, SOUTH 03 DEG. 15 MIN. 50 SEC. EAST, ALONG THE WEST LINE OF SAID 40 FEET R.O.W. AND EAST LINE OF SAID 35.905 ACRE TRACT, A DISTANCE OF 681.87 FEET TO CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF SAID 40 FEET R.O.W., AND MARKING THE MOST NORTHEASTERLEY CORNER OF SAID KIRBY DRIVE AND THE MOST EASTERLY CORNER OF SAID 35.905 ACER TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 86 DEG. 39 MIN. 32 SEC. WEST, ALONG THE COMMON LINE OF SAID KIRBY DRIVE AND SAID 35.905 ACRE TRACT, A DISTANCE OF 36.57 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "BGE INC." FOR THE NORTHWEST CORNER OF SAID KIRBY DRIVE AND THE EAST CORNER OF SAID 35.905 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 20 MIN. 28 SEC. EAST, ALONG THE WEST R.O.W. LINE OF SAID KIRBY DRIVE AND THE EAST LINE OF SAID 35.905 ACRE TRACT, A DISTANCE OF 499.85 FEET, TO A POINT STARTING A NONTANGENT CURVE TO THE RIGHT FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS SOUTH 46 DEG. 58 MIN. 53 SEC. WEST FOR A DISTANCE OF 0.267 FEET;

THENCE, CONTIUNING ALONG THE COMMON LINE OF SAID KIRBY DRIVE AND SAID 35.905 ACRE TRACT, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 270.05 FEET, A CENTRAL ANGLE OF 22 DEG. 51 MIN. 57 SEC., AN ARC LENGTH OF 107.77 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 08 DEG. 05 MIN. 31 SEC. WEST, - 107.06 FEET TO A FOUND 5/8 INCH IRON ROD ON THE SAME SAID COMMON LINE OF SAID KIRBY DRIVE AND SAID 35.905 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 19 DEG. 31 MIN. 29 SEC. WEST, CONTINUING ALONG THE COMMON LINE OF SAID KIRBY DRIVE AND SAID 35.905 ACRE TRACT, A DISTANCE OF 119.23 FEET TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTH END OF A CUT BACK CORNER OF THE INTERSECTION OF THE WEST R.O.W. LINE OF SAID KIRBY DRIVE AND THE NORTH R.O.W. LINE OF SAID HWY 6, SAME BEING THE MOST SOUTHEASTERLY CORNER OF SAID 35.905 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 64 DEG. 31 MIN. 29 SEC. WEST, ALONG THE SAME SAID CUTBACK LINE OF THE INTERSECTION OF SAID HWY 6 AND SAID KIRBY DRIVE, A DISTANCE OF 28.29 FEET THE **POINT OF BEGINNING** AND CONTAINING 34.28 ACRES OR 1,493,196 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 59121-BND, PREPARED BY WINDROSE.

DESCRIPTION OF

1.649 ACRES OR 71,831 SQ. FT.

BEING A TRACT OR PARCEL CONTAINING 1.649 ACRES OR 71,831 SQUARE FEET OF LAND, SITUATED IN THE H.T. & B. RR. CO. SURVEY, SECTION 71, ABSTRACT NO. 291, BRAZORIA COUNTY, TEXAS, BEING PART OF AND OUT OF LOT 29 OF EMIGRATION LAND COMPANY SUBDIVISION COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER VOLUME 2, PAGES 81-82 OF THE BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.), AND BEING ALL OF A CALLED 1.6366 ACRE TRACT OF LAND DESCRIBED IN DEED TO CATHERINE KECK WAGGONER AS RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2020042539, WITH SAID 1.649 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD WITH PLASTIC CAP STAMPED "BGE" FOUND IN THE WEST LINE OF RESTRICTED RESERVE "A", BLOCK 1 OF MANVEL TOWN CENTER DETENTION PONDS AND MUD FACILITIES, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER PLAT NO. 2023010263, B.C.P.R., SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF UNRESTRICTED RESERVE "B", BLOCK 1 OF MANVEL TOWN CENTER SECTION ONE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER PLAT NO. 2022042761, B.C.P.R., AND SAME BEING THE SOUTHEAST CORNER OF LOT 40 OF SAID EMIGRATION LAND COMPANY SUBDIVISION AND THE SOUTHEAST CORNER OF A CALLED 52.788 ACRE TRACT OF LAND (TRACT 3) DESCRIBED TO KL LB BUY 5 LLC AS RECORDED UNDER B.C.C.F. NO. 2024046753, FROM WHICH AN IRON ROD WITH PLASTIC CAP STAMPED "BGE" FOUND FOR THE SOUTHWEST CORNER OF SAID RESTRICTED RESERVE "A", SAME BEING AN INTERIOR CORNER OF SAID UNRESTRICTED RESERVE "B" BEARS FOR REFERENCE, SOUTH 03 DEG. 20 MIN. 28 SEC. EAST - 64.88 FEET;

THENCE, NORTH 03 DEG. 26 MIN. 07 SEC. WEST, ALONG THE WEST LINE OF SAID RESTRICTED RESERVE "A", SAME BEING THE EAST LINE OF SAID LOT 40, A DISTANCE OF 676.26 FEET TO THE SOUTHEAST CORNER OF LOT 39 OF SAID EMIGRATION LAND COMPANY SUBDIVISION;

THENCE, SOUTH 86 DEG. 53 MIN. 57 SEC. WEST, ALONG THE COMMON LINE OF SAID LOTS 39 AND 40, AND WITH THE COMMON LINE OF LOTS 34 AND 35 OF SAID EMIGRATION LAND COMPANY SUBDIVISION, A DISTANCE OF 1,361.44 FEET TO THE COMMON EAST CORNER OF LOTS 29 AND 30 OF SAID EMIGRATION LAND COMPANY SUBDIVISION, SAME BEING THE SOUTHEAST CORNER OF SAID 1.6366 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING**, FROM WHICH AN IRON ROD WITH

PLASTIC CAP FOUND BEARS FOR REFERENCE, SOUTH 16 DEG. 19 MIN. WEST - 0.37 FEET, AND ALSO FROM WHICH AN IRON ROD WITH PLASTIC CAP STAMPED "SURVEY1" FOUND ON THE NORTH LINE OF KIRBY DRIVE (120' WIDE) AS RECORDED UNDER PLAT NO. 2022037379, B.C.P.R., BEARS FOR REFERENCE, SOUTH 03 DEG. 15 MIN. 50 SEC. EAST - 681.87 FEET;

THENCE, SOUTH 86 DEG. 53 MIN. 57 SEC. WEST, CONTINUING ALONG THE COMMON LINE OF SAID LOTS 29 AND 30 AND WITH THE SOUTH LINE OF SAID 1.6366 ACRE TRACT, A DISTANCE OF 269.03 FEET TO THE SOUTHWEST CORNER OF SAID 1.6366 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 57.427 ACRE TRACT OF LAND (KNOWN AS TRACT 2) DESCRIBED TO KL LB BUY 5 LLC AS RECORDED UNDER B.C.C.F. NO. 2024046753 BEARS FOR REFERENCE, SOUTH 86 DEG. 53 MIN. 57 SEC. WEST - 1,011.22 FEET;

THENCE, NORTH 03 DEG. 15 MIN. 50 SEC. WEST, OVER AND ACROSS SAID LOT 29 AND WITH THE WEST LINE OF SAID 1.6366 ACRE TRACT, A DISTANCE OF 267.00 FEET TO THE NORTHWEST CORNER OF SAID 1.6366 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS FOR REFERENCE, SOUTH 72 DEG. 38 MIN. 17 SEC. WEST - 1,083.86 FEET;

THENCE, NORTH 86 DEG. 53 MIN. 57 SEC. EAST, CONTINUING OVER AND ACROSS SAID LOT 39 AND WITH THE NORTH LINE OF SAID 1.6366 ACRE TRACT, A DISTANCE OF 269.03 FEET A POINT IN THE WEST LINE OF A CALLED 40' WIDE R.O.W. (UNIMPROVED) AS RECORDED UNDER VOLUME 2, PAGES. 81-82, B.C.P.R., SAID POINT BEING THE NORTHEAST CORNER OF SAID 1.6366 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEG. 15 MIN. 50 SEC. EAST, WITH THE COMMON LINE OF SAID 40' R.O.W. AND SAID 1.6366 ACRE TRACT, A DISTANCE OF 267.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.649 ACRES OR 71,831 SQUARE FEET OF LAND, MORE OR LESS, AS SHOWN ON JOB NO. 59121-1.6AC, PREPARED BY WINDROSE, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204).

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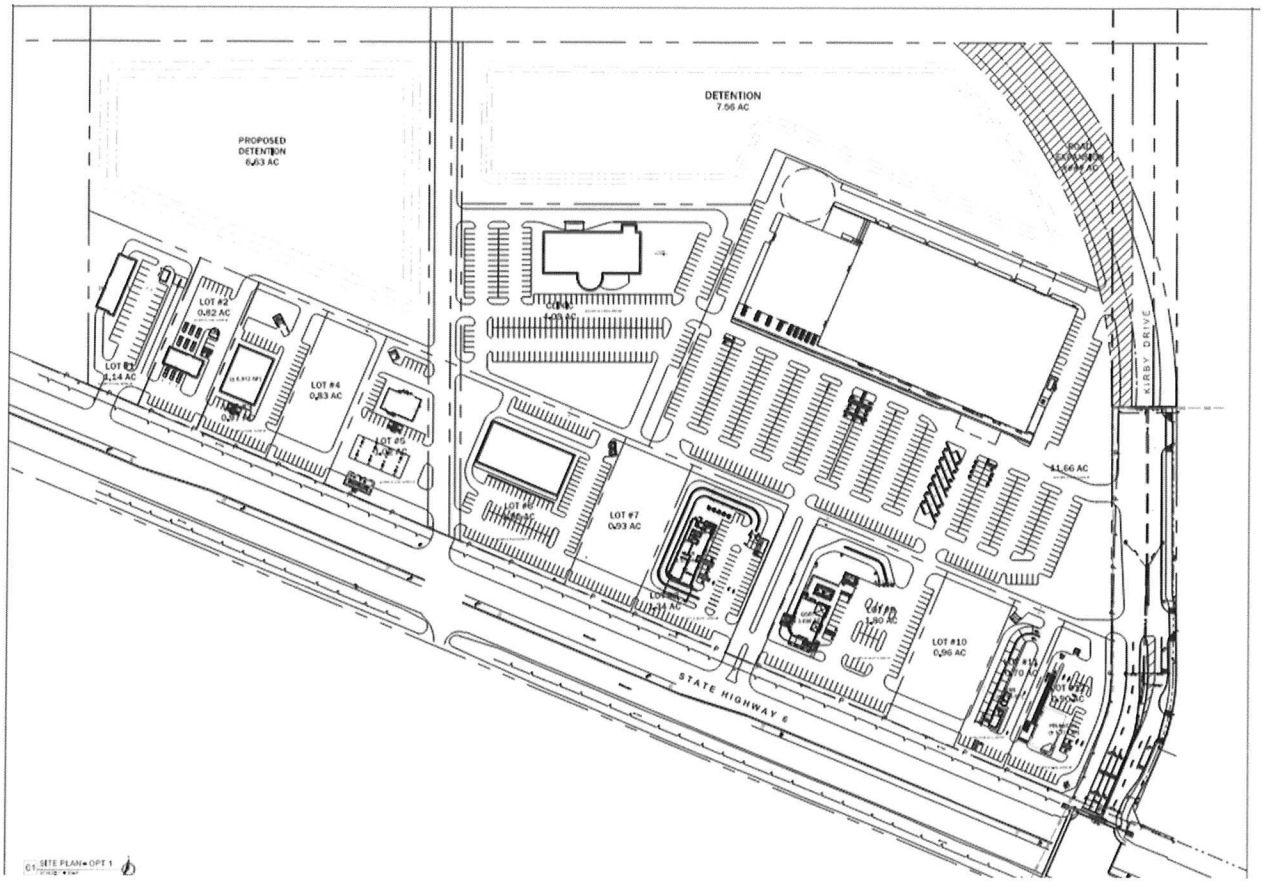
EXHIBIT B

CONCEPTUAL SITE PLAN OF PROJECT