

ORDER NO. _____

AN ORDER OF THE COMMISSIONERS COURT OF LIBERTY COUNTY, TEXAS: (1) APPROVING THE CREATION AND IMPLEMENTATION OF AN ECONOMIC DEVELOPMENT PROGRAM, PURSUANT TO CHAPTER 381 OF THE TEXAS LOCAL GOVERNMENT CODE AND OTHER AUTHORITY, REGARDING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A COMMERCIAL MEDICAL FACILITY TO BE LOCATED IN THE CITY OF LIBERTY, TEXAS, WHICH FACILITY WILL PROVIDE MEDICAL AND RELATED HEALTH CARE SERVICES TO THE PUBLIC; (2) APPROVING AND IMPLEMENTING A CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT PURSUANT TO SAID AUTHORITY, BY AND BETWEEN LIBERTY COUNTY, TEXAS AND LIBERTY CAPSTONE PROPERTIES, LLC REGARDING SAID PROGRAM, FACILITY, AND SERVICES; AND (3) ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETING ACT.

WHEREAS, Liberty County, Texas (“County”) is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Liberty County Commissioners Court (“Commissioners Court”) is the governing body of the County; and

WHEREAS, pursuant to Article V, Section 18 of the Texas Constitution, Chapter 381 of the Texas Local Government Code (“Chapter 381”) and other authority, the County may participate in authorized economic development activities (including the making of economic development grants of County funds to public or private entities) as part of economic development programs established and designed by the County to stimulate economic development and business and commercial activity in Liberty County, Texas; and

WHEREAS, Liberty Capstone Properties, LLC (“Developer”), a Texas limited liability company, plans to develop, construct, operate, and maintain an approximately 11,000 square-foot medical facility (“Facility”) in Liberty County, Texas, with the Developer incurred construction costs for the Facility to be a minimum of \$2,000,000.00, with the Facility to be generally located at the corner of Jefferson Drive and Chrysler Street in the City of Liberty, Texas, and with the Facility to provide medical care and related health care services to the public as a commercial business activity endeavor (“Project”); and

WHEREAS, the Developer has requested the execution and implementation of a proposed Chapter 381 Economic Development Agreement (“Agreement”) with the County, in the form and scope described in the attached **Exhibit 1**, wherein certain County economic development grant payments would be paid by the County to the Developer (in an amount not to exceed a grand total of \$50,000.00 for the whole of a stated six (6) year grant payment period) upon the Developer’s full compliance with all provisions of the proposed Agreement, including without limitation (1) completion of construction and commencement of commercial operations at the

Facility on or before December 31, 2022, and (2) compliance with minimum infrastructure value and job requirements, as more particularly described in the proposed Agreement; and

WHEREAS, Chapter 381, among other things, authorizes the County, by and through the exercise of the lawful authority, discretion, and best business judgment of the Commissioners Court, to develop and implement authorized and worthwhile economic development programs to stimulate local economic development, including making grants of public funds to stimulate, encourage, and develop business location and commercial activity in Liberty County, Texas; and

WHEREAS, the Commissioners Court, using its lawful authority, discretion, and best business judgment, intends by this order to approve the Agreement as an authorized economic development program for the Project, and approve the execution and implementation of the Agreement because the Project, due to its size and scope, will result over time in increased medical care and related health care services provided to the people of Liberty County and surrounding area, thus (1) improving the health, safety, and welfare of the public, (2) providing increased economic opportunity for the public, and (3) having a positive effect regarding local economic issues, including but not limited to increased local tax bases, increased employment and wages, increased wholesale and retail sales, and a decrease in the number of families living in poverty, and further, the Commissioners Court finds and declares that all of said matters are hereby recognized as important and worthwhile public purposes which will be obtained or substantially achieved through the successful implementation of the aforesaid economic development program, Project, and Agreement; and

WHEREAS, the Commissioners Court declares that the successful approval and implementation of the authorized economic development program herein described for the Project, and the approval, execution, and implementation of the Agreement attached as **Exhibit 1**, shall accomplish or substantially advance all public purposes described in this order and the Agreement;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Commissioners Court of Liberty County, Texas, for and on behalf of said County and in the public interest, as follows:

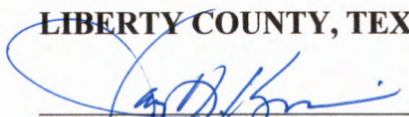
- (1) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (2) All statements made in the caption, preamble, and preliminary recitals of this instrument, and all attached documents, are incorporated by reference.
- (3) The Commissioners Court hereby approves, adopts, and shall implement, the: (a) economic development program for the Project as herein

described; and (b) the **Chapter 381 Economic Development Agreement by and between Liberty County, Texas and Liberty Capstone Properties, LLC** in the form and scope attached as **Exhibit 1**, in order to stimulate economic development and business and commercial activity in Liberty County, Texas as herein described.

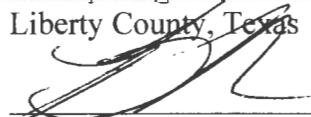
- (4) The Commissioners directs that: (a) the County Judge shall execute the Agreement on behalf of the County and its Commissioners Court in the form and scope attached as **Exhibit 1**, as well as all other documents necessary to implement the Agreement in the County’s interests; and (b) the County’s staff and attorneys shall assist the County Judge regarding the timely accomplishment of all tasks necessary or desired to implement the Agreement in the County’s interests.
- (5) All conditions precedent for the County’s lawful approval, adoption, and implementation of the aforesaid economic development program, Project, and Agreement have been accomplished as required by law.
- (6) This order shall take effect immediately from and after its passage.
- (7) This matter was ordered, approved, and adopted at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ORDERED, APPROVED, AND ADOPTED on the 9th day of August, 2022.

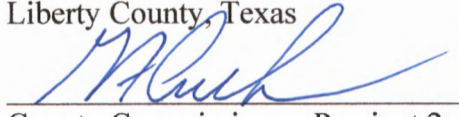
**THE COMMISSIONERS COURT OF
LIBERTY COUNTY, TEXAS**



County Judge
Liberty County, Texas



County Commissioner, Precinct 1
Liberty County, Texas



County Commissioner, Precinct 2
Liberty County, Texas



[Signature]
County Commissioner, Precinct 3
Liberty County, Texas

County Commissioner, Precinct 4
Liberty County, Texas

ATTEST:

[Signature]
County Clerk or Deputy County Clerk
Liberty County, Texas

EXHIBIT 1

**(Chapter 381 Agreement by and between Liberty County, Texas and
Liberty Capstone Properties, LLC)**

CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is made on the 9th day of August, 2022, its Effective Date, by and between Liberty County, Texas (“County”), a duly organized and operating county of the State of Texas, acting by and through its governing body, the Commissioners Court of Liberty County, Texas (“Commissioners Court”), and Liberty Capstone Properties, LLC (“Developer”), a Texas limited liability company, and said Parties do hereby state the following as their Agreement:

PRELIMINARY RECITALS

WHEREAS, the Developer plans to develop, construct, operate, and maintain an approximately 11,000 square-foot medical facility (“Facility”) to be generally located at the corner of Jefferson Drive and Chrysler Street in the City of Liberty, Liberty County, Texas, in order to provide medical care and related health care services to the public as a commercial business activity endeavor. (“Project;”); and

WHEREAS, the Developer estimates the hard construction costs of the Facility to be no less than \$2,040,000; and

WHEREAS, the County recognizes the benefits the Project will bring to Liberty County, Texas and the surrounding area, as described in this Agreement; and

WHEREAS, the Developer plans to retain thirteen (13) and hire at least five (5) additional employees and independent contractors during the term of this Agreement, with the anticipation of a total headcount of 18-25 employees and independent contractors; and

WHEREAS, Chapter 381 of the Texas Local Government Code (“Chapter 381”), among other things, authorizes the County, by and through the exercise of the lawful authority, discretion, and best business judgment of the Commissioners Court, to develop and implement authorized and worthwhile economic development programs to stimulate local economic development, including making grants of public funds to stimulate, encourage, and develop business location and commercial activity in Liberty County, Texas; and

WHEREAS, the Developer has requested the County to make certain economic development grants of public funds to the Developer in a total amount not to exceed \$50,000.00 during the term of this Agreement, as hereafter described; and

WHEREAS, the County, by and through an order of its Commissioners Court, has approved an authorized economic development program for the Project, approved the Project, and approved this Agreement in order to implement said program, because the Project, due to its size and scope, will result over time in increased medical care and related health care services provided to the people of Liberty County and surrounding area, therefore (1) improving the health, safety, and

welfare of the public, (2) providing increased economic opportunity for the public, and (3) having a positive effect regarding local economic issues, including but not limited to increased local tax bases, increased employment and wages, increased wholesale and retail sales, and a decrease in the number of families living in poverty, with all of said matters being recognized by the County as constituting important and worthwhile public purposes which will be obtained or substantially achieved through the successful implementation of the Project and this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, obligations, and monetary consideration set forth in this Agreement, the sufficiency of which is hereby acknowledged, the County and Developer agree as follows:

ARTICLE 1

GENERAL TERMS

1.1 Definitions. The terms defined in the preamble hereto shall have the meaning provided for them herein, unless otherwise designated. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words “shall” and “will” are mandatory, and the word “may” is permissive.

“Certificate of Facility Completion” shall mean a certificate (in the form of a letter) delivered by the Developer to the County Judge (with a copy delivered to the County Auditor) certifying that construction of the Facility has been completed, commercial operations at the Facility have commenced, and the Developer is not in default of the Agreement.

“County” shall mean Liberty County, Texas, acting by and through the Commissioners Court of Liberty County, Texas (“Commissioners Court”), being the governing body of said county.

“County Auditor” shall mean the County Auditor of Liberty County, Texas with the following business office address: County Auditor, Liberty County, Texas, Liberty County Courthouse, 310 Main Street, Liberty, Texas 77575.

“County Economic Development Grant Payments” or “Grant Payments” shall mean the economic development grant payments described in Article 4 authorized to be paid by the County to the Developer in consideration of the Project.

“County Judge” shall mean the County Judge of Liberty County, Texas with the following business office address: County Judge, Liberty County, Texas, Liberty County Courthouse, 1923 Sam Houston Street, Liberty, Texas 77575.

“Days” shall mean calendar days.

“Developer” shall mean Liberty Capstone Properties, LLC.

“Effective Date” shall mean the date the last signing Party executes this Agreement.

“Facility” shall mean the medical facility to be developed, constructed, operated, and maintained by the Developer on the Tract, as described in this Agreement.

“Grant Payment Period” shall mean the period of six (6) calendar tax years described in Article 4, in which County Economic Development Grant Payments are authorized to be paid by the County to the Developer.

“Party” shall mean a signatory party to this Agreement, including its elected officials, appointed officials, officers, members, managers, managing members, directors, partners, employees, agents, representatives, landlords, tenants, parent companies or business entities, subordinate companies or business entities, affiliates, successors, and permitted assigns.

“Project” shall mean the medical Facility providing medical and related health care services to the public to be developed, constructed, operated, and maintained by the Developer on the Tract.

“Tract” shall mean that certain real property in the City of Liberty, Liberty County, Texas on which the Project will be developed, constructed, operated, and maintained by the Developer, said property being described as Lots 1, 2, 3, 7, 8, and 9, and part of a 25-foot abandoned road, in Block A in the Trotti Subdivision in said city, said property being generally located as more particularly described in the attached Exhibit A.

1.2 Interpretation. Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning. All statements made in the preamble and preliminary recitals of this Agreement and all attached documents are incorporated by reference.

ARTICLE 2

REPRESENTATIONS

2.1 Representations of the Developer. The Developer hereby represents that:

- (A) It is a duly authorized, created, and existing in good standing limited liability company under the law of the State of Texas and is duly qualified and authorized to carry out its obligations described in this Agreement.
- (B) It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does 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.

- (C) This Agreement has been duly authorized, executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, but being in all things subject to a proper application of the doctrine of governmental immunity.
- (D) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been obtained.
- (E) On the date the Facility first commences commercial operations, on which date medical services and related health care services will be offered and provided to the public at, from, or in association with the Facility: (i) the Developer, and all of its then current employees, agents, independent contractors, and staff, shall hold and maintain for the term of this Agreement all permits, licensure, or certifications, if any, required by any governmental entity or administrative agency to practice their respective professions and to provide the medical and related health care services offered to the public at, from, or in association with the Facility; and (ii) the Developer shall then hold and maintain for the term of this Agreement all permits, licensure, or certifications, if any, required by any governmental entity or administrative agency for the safe operation of the Facility, including without limitation all required permits, licensure, certification issued to confirm compliance with applicable construction, fire, occupancy, or other safety codes or regulations.

2.2 Representations of the County. The County hereby represents that:

- (A) The County is a duly authorized, created and existing county under the law of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- (B) Pursuant to Article V, § 18 and Article III § 52-a of the Texas Constitution, Chapters 81 and 381 of the Texas Local Government Code, and other authority, the County has the authority to enter into and perform this Agreement, and further, the execution, delivery and performance of this Agreement: (i) have been duly authorized; (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law, or regulation; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a part or by which the County or its assets may be bound or affected.

- (C) This Agreement has been duly authorized, executed, and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms, but being in all things subject to a proper application of the doctrine of governmental immunity.
- (D) The execution, delivery and performance of this Agreement by the County does not require the consent or approval of any person which has not been obtained.

2.3 No Partnership or Agency Created. Each party agrees and represents that the County and the Developer are not agents, partners, or joint venturers of the other with respect to the Project, and that nothing in this Agreement shall be construed to create any such relationship.

ARTICLE 3

THE PROJECT

3.1 Description of Project. The Project involves the construction, completion, operation, and maintenance by the Developer for the full term of this Agreement of an approximately 11,000 square-foot medical Facility located on the Tract as herein described, and as shown in Exhibits A and B.

3.2 Developer Performance Obligations.

- (A) On or before December 31st, 2022 at 11:00 p.m. County Local time, the Developer shall have completed the following Project performance obligations in compliance with this Agreement:
 - (i) the Developer shall have been completed Facility construction in compliance with the building standards of the City of Liberty, Texas (“City”), as described in the City’s applicable construction codes and ordinances, with the total hard construction costs of the Facility being at minimum the total amount of \$2,000,000.00;
 - (ii) the Developer shall have commenced commercial operations at the Facility regarding the provision of medical and related health care services to the public;
 - (iii) the Developer shall have retained from prior employment at minimum thirteen (13) employees to work at the Facility, and shall have employed at least five (5) additional employees or independent contractors to work at the Facility, with anticipation of a total headcount of 18-25 employees and independent contractors, for the full term of

the Agreement; and

- (iv) the Developer shall not be in default regarding any provision of this Agreement.
- (B) For the full term of this Agreement, the Developer shall complete the following Project performance obligations:
- (i) the Developer shall remain a viable business presence in the City and County through the initiation and continuation of Facility business operations for the Project;
 - (ii) the Developer shall maintain the minimum number of retained employees and the minimum number of new employees or independent contractors, to work at the Facility, as described in the immediately preceding subparagraph (A) above;
 - (iii) the Developer shall timely pay when due 100% of the ad valorem property taxes assessed by the County on and regarding Developer's taxable property of or located on the Tract, including payment of the real property taxes assessed regarding the Tract, payment of the taxes assessed regarding any personal property located on the Tract, and payment of the taxes assessed regarding any mixed property located on the Tract;
 - (iv) the Developer shall allow the County to reasonably inspect the Facility site, and reasonably inspect, copy, and audit (at County expense) the non-confidential business records of the Developer, to confirm Developer compliance with this Agreement; and
 - (v) the Developer shall comply with all Agreement provisions and therefore not commit a default of this Agreement.

ARTICLE 4

COUNTY ECONOMIC DEVELOPMENT GRANT PAYMENTS

4.1 Grant Payments.

- (A) In consideration of the provisions of this Agreement, and provided that the Developer is not in default of this Agreement at any time, the County shall make certain Economic Development Grant Payments to the Developer, as described in the Grant Payment Table appearing below,

for a Grant Payment Period of six (6) calendar tax years -- with said period to begin on January 1st of the next calendar tax year following the Developer's delivery of the Certificate of Facility Completion to the County Judge.

- (B) Each Grant Payment by the County shall be contingent upon the Developer complying with all provisions in this Agreement, including the Developer Obligations described in Article 3. To predicate each Grant Payment of the County, and on or before March 1st of the next calendar tax year following the conclusion of a subject Grant Payment Period calendar tax year, the Developer shall: (i) deliver a written invoice or statement to the County Judge (with a copy thereof delivered to the County Auditor) requesting timely delivery of the Grant Payment to the Developer in the specific amount required by this Agreement for the subject Grant Payment Period tax year; and (ii) attach thereto a tax certificate or other written proof to verify payment of Developer's ad valorem taxes to the County for the subject Grant Payment calendar tax year as required by Article 3.
- (C) The County shall deliver the Grant Payment to the Developer within ninety (90) days of the County's receipt of the Developer's request for Grant Payment, provided the request is properly predicated as herein described and the Developer is not in default of this Agreement.

GRANT PAYMENT TABLE

Grant Payment Period	Grant Payment Amounts
Tax Year 1	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$10,000.00
Tax Year 2	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$10,000.00
Tax Year 3	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$9,000.00
Tax Year 4	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$8,000.00
Tax Year 5	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$7,000.00
Tax Year 6	The lesser amount of: (1) the total ad valorem real property taxes paid by Developer to the County regarding the Tract for the subject tax year; or (2) \$6,000.00

4.2 Source of Grant Payments. The calculation of the County's Grant Payment is computed with reference to the property tax rate levied by the County on the real property of the Tract. Pursuant to § 271.903 of the Texas Local Government Code (the contents of which are incorporated by reference), the County retains the specific rights described in said statute, and furthermore, agrees to set aside funds in each budget year in amounts sufficient to timely make the annual County Grant Payments to the Developer. All Grant Payments are contingent upon the Developer (including its tenants, permitted, assigns, or successors) timely paying its ad valorem property taxes to the County when due, and the Developer not committing a default of this Agreement. Grant Payments under this Article shall constitute authorized economic development grants under Art. III, Sec.52-a, of the Texas Constitution, Chapter 381, and other authority; however, such payments are not secured by a pledge of ad valorem taxes and are therefore not considered to create a debt of the County. **THIS AGREEMENT SHALL NOT BE CONSTRUED OR INTERPRETED AS: (A) PLEDGING OR OTHERWISE ENCUMBERING OR TO IN ANY MANNER REQUIRE THE COUNTY TO ISSUE BONDS TO MAKE THE PAYMENTS REQUIRED BY THIS AGREEMENT; OR (B) REQUIRING THE COUNTY TO MAKE GRANT PAYMENTS TO THE DEVELOPER IN EXCESS OF THE SPECIFIC YEARLY AMOUNTS HEREIN DESCRIBED AND NOT TO EXCEED A TOTAL OF \$50,000.00 FOR THE ENTIRE GRANT PAYMENT PERIOD.**

ARTICLE 5

DEFAULT

5.1 Default.

- (A) The Developer commits a default of this Agreement if it fails to: (i) perform all Developer obligations of the Agreement; (ii) timely construct a Facility that is consistent in size, style, and valuation as that described in this Agreement; (iii) maintain operations at the Facility for at least six (6) calendar tax years after the date of the timely delivery of the Certificate of Facility Completion; (iv) timely achieve and maintain the employment levels required by this Agreement; or (v) comply with any other provision of the Agreement.
- (B) In the event of a default of this Agreement by the Developer, the County may pursue and recover all remedies authorized by law, equity, or this Agreement, including without limitation: (i) Agreement termination; (ii) litigation (with or without a jury trial) including all claims, causes of action, and damages; (iii) equitable and extraordinary relief, including injunction and mandamus relief; (iv) the recovery of unpaid taxes due from the Developer, if any, in addition to other remedies allowed by law for the payment of unpaid taxes; (v) the recovery of Grant Payments made to the

Developer under this Agreement; and (vi) the recovery of judgments, liens, civil penalties, offsets or credits due the County, interest, court and litigation costs and expenses, and incurred attorney's fees and expert witness or consultant fees related to any litigation regarding this Agreement in which the County prevails.

- (C) In the event of a default of this Agreement by the County, the Developer may pursue and recover all remedies authorized by law, equity, or this Agreement, including without limitation: (i) Agreement termination; (ii) litigation (with or without a jury trial) including all claims, causes of action, and damages; (iii) equitable and extraordinary relief, including injunction and mandamus relief; and (iv) the recovery of judgments, liens, offsets or credits due the Developer, interest, court and litigation costs and expenses, and incurred attorney's fees and expert witness or consultant fees related to any litigation regarding this Agreement in which the Developer prevails.
- (D) A Party alleging a default of this Agreement shall provide a written default notice to the alleged defaulting Party, and said Party shall have thirty (30) days from receipt of the default notice to remedy the default. In the event of a default hereunder, the non-defaulting Party may terminate this Agreement by providing a written termination notice to the other Party.
- (E) This Agreement may be terminated by a Party at its discretion, either with or without cause, through the delivery by the terminating Party of a written termination notice to the other Party.
- (F) It shall not be considered an event of default if either Party fails to perform its obligations under this Agreement if such failure is caused by a catastrophe, epidemic, pandemic, riot, war, fire, flood, landslide, hurricane or other storm, lightning, act of God, or similar contingency beyond the reasonable control of the Party seeking to excuse performance, or a delay in performance, regarding this Agreement.
- (G) No suit shall be filed by a Party regarding a dispute arising under or related to this Agreement unless the Parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Agreement, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in the City of Liberty, Texas at the Liberty County Courthouse unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties'

agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

ARTICLE 6

GENERAL

6.1 Inspections, Audits. The Parties agree to keep such records with respect to the activities contemplated by this Agreement as may be reasonably required.

6.2 Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement or with respect to the Project shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the County for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

6.3 Personal Liability of Public Officials, Legal Relations. To the extent permitted by Texas law, no elected official, appointed official, officer, employee or agent of the County shall be personally responsible for any liability arising under or growing out of the Agreement.

6.4 **Indemnity. THE DEVELOPER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY (INCLUDING ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND PERMITTED ASSIGNS) FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ALL DAMAGES OF EVERY KIND AND CHARACTER, ATTORNEY'S FEES, COSTS, EXPENSES, AND INTEREST, ARISING OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE CONSTRUCTION, COMPLETION, OPERATION, AND MAINTENANCE OF THE FACILITY, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, JUDGMENT, LOSS, AND EXPENSE (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL PROPERTY OR REAL PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) BUT ONLY TO THE EXTENT CAUSED OR PROXIMATELY CAUSED BY THE WILFULL, INTENTIONAL, NEGLIGENT, OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE DEVELOPER, ITS SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, JUDGMENT, LOSS, OR EXPENSE IS IN PART CAUSED OR PROXIMATELY CAUSED BY THE ACT OR OMISSION OF A PARTY INDEMNIFIED BY THIS PARAGRAPH. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY, IF ANY, THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS**

PARAGRAPH.

6.5 Notices. All notices required by this Agreement shall be in writing and delivered by certified mail/return receipt requested by the United States Postal Service mail system, or alternatively by courier or by hand-delivery. The delivery of required notices under this Agreement by e-mail or facsimile is expressly prohibited unless otherwise agreed in writing by the Parties. All notices required by this Agreement shall be delivered as follows:

To the Developer:

Liberty Capstone Properties, LLC
 Attention: Chief Executive Officer
 102 Regency Drive
 Liberty, Texas 77575

To the County:

Liberty County, Texas
 Attention: County Judge
 Liberty County Courthouse
 1923 Sam Houston Street
 Liberty, Texas 77575

A Party may change its formal notice address by the delivery of written notice to the other Party in accordance with this section.

6.6 Amendments and Waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is signed by the Parties. Unless otherwise designated by this Agreement, no course of dealing on the part of a Party, nor any failure or delay by a Party, with respect to exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

6.7 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure of consideration.

6.8 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. 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.

6.9 Choice of Law and Venue. This Agreement shall be interpreted in accordance with the law of the State of Texas. Mandatory venue for any lawsuit regarding this Agreement shall be in a court of competent jurisdiction in Liberty County, Texas, or the appropriate United States District Court designated for said county. This Agreement is expressly performable in Liberty County, Texas.

6.10 Entire Agreement. This Agreement (with all attached documents) contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior agreements and understandings relating to the subject matter, regardless of whether they are written or oral. There are no agreements between the Parties other than those set forth in this Agreement.

6.11 Effective Date and Term. Unless terminated earlier by a Party (either with or without cause), or extended by authorized amendment of the Parties, this Agreement shall be in force and effect from its Effective Date to the following agreed termination date: 11:00 p.m. County local time on the date which is thirty (30) days after the date the County delivers to the Developer the Grant Payment for Tax Year 6 of the Grant Payment Period.

6.12 Time of the Essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

6.13 Further Assurances. Each Party hereby agrees that it will take all actions and execute all documents reasonably necessary to fully carry out the purposes and intent of this Agreement.

6.14 Assignability. This Agreement may not be assigned without the express written consent of both Parties.

6.15 Current Revenues. Pursuant to § 271.903 of the Texas Local Government Code (the contents of which are adopted by reference) and other authority, and as described in Article 4, the Parties agree that the Grant Payments described in this Agreement are a commitment by the County of current revenues only.

6.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one original. A complete copy of this fully executed Agreement shall have the same force and effect as an original.

6.17 Compliance with Federal, State, and Local Regulations. The Developer shall comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding Project construction, completion, operation and business activities conducted in Liberty County, Texas during this Agreement, and furthermore:

- (A) pursuant to Chapter 2271 of the Texas Government Code, relating in part to the statutory prohibition on contracts with companies boycotting Israel, the Developer agrees and verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement;

- (B) pursuant to Chapter 2264 of the Texas Government Code, relating in part to statutory restrictions on the use of certain public subsidies, the Developer agrees and certifies that: (i) the Developer (or a branch, division, or department thereof) does not and will not knowingly employ an undocumented worker regarding its Project; and (ii) the Developer (or a branch, division, or department thereof), after receiving a public subsidy from the County pursuant to this Agreement (including a Grant Payment), and if convicted of a knowing violation under 8 U.S.C. Section 1324a(f), shall repay the amount of the public subsidy in full, plus interest per annum at a rate equal to the effective “prime rate” of interest for large U.S. money center commercial banks published under “Money Rates” by the Wall Street Journal, accruing from the date of said conviction and with said repayment to the County occurring not later than the 120th day after the County notifies the Company (or a branch, division, or department thereof) of the violation;
- (C) pursuant to Chapter 176 of the Texas Local Government Code, the Developer shall timely execute and file with the County a Form CIQ/conflicts of interest questionnaire regarding the Project and this Agreement; and
- (D) the Developer shall timely execute and file with the County a Form 1295/Texas Ethics Commission Certificate of Interested Parties.

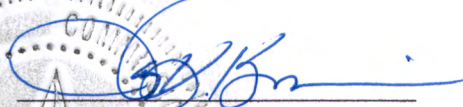
6.18 County Approval. This Agreement and the Project was approved by the Commissioners Court at its public meeting conducted in compliance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act) on August 9, 2022.

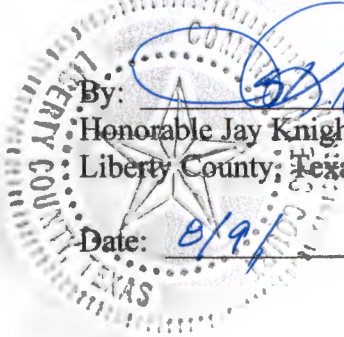
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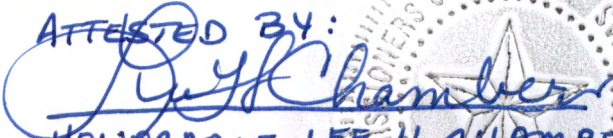
EXECUTION

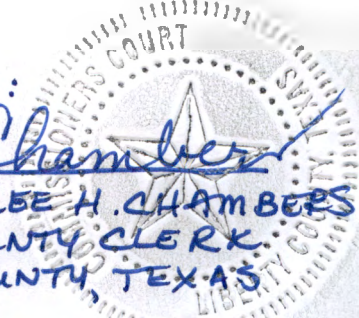
As shown below, this Agreement was executed by the Parties on the Effective Date:

LIBERTY COUNTY, TEXAS

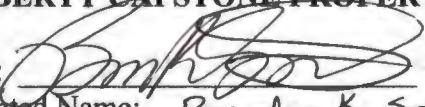
By: 
 Honorable Jay Knight, County Judge
 Liberty County, Texas
 Date: 8/9/, 2022



ATTESTED BY:

 HONORABLE LEE H. CHAMBERS
 LIBERTY COUNTY CLERK
 LIBERTY COUNTY, TEXAS
 DATE: AUGUST 9 2022



LIBERTY CAPSTONE PROPERTIES, LLC

By: 
 Printed Name: Brandon K. Smith
 Title: President
 Liberty Capstone Properties, LLC
 Date: August 2nd, 2022



ACKNOWLEDGMENTS

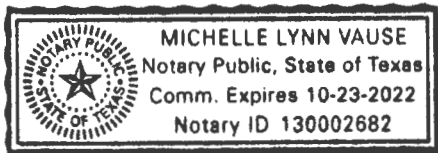
THE STATE OF TEXAS §
 §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the ____ day of _____, 2022 by the Hon. Jay Knight, the County Judge of Liberty County, Texas, by and on behalf of said county.

Notary Public, State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF LIBERTY §

This instrument was acknowledged before me on the 2nd day of August, 2022 by Brandon K. Smith, the President of Liberty Capstone Properties, LLC, by and on behalf of said business entity.



Michelle Lynn Vause
Notary Public, State of Texas
My Commission Expires: 10/23/2022

After Recording Return to Liberty County:
Hon. Jay Knight, County Judge
Liberty County, Texas
Liberty County Courthouse
1923 Sam Houston Street
Liberty, Texas 77575

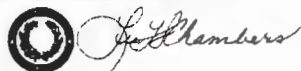
EXHIBIT B



THE STATE OF TEXAS
 COUNTY OF LIBERTY

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Liberty County, Texas.

2022041178 TABEDAGR
 08/09/2022 01:24:11 PM Total Fees: \$0.00



Lee Haidusek Chambers, County Clerk
 Liberty County, Texas