



**A Resolution
Of the
Bell County Commissioners Court**

WHEREAS, the Bell County Commissioners Court (hereafter 'the Court') has adopted a Tax Abatement Economic Development Incentive Policy (hereafter 'the Policy') for Bell County, stating that the County elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into and between the County and various parties; and

WHEREAS, the Policy contains appropriate guidelines and criteria for tax abatements to be entered into by the County as contemplated by Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, The Court is also authorized to offer economic incentives by Chapter 381 of the Texas Local Government Code that may include grants of public money to projects, businesses and entities that the Court determines will promote state or local economic development and stimulate business and commercial activity in the County; and

WHEREAS, Polmer LLC has approached the County and proposed a project to develop one or more data centers in the County; and

WHEREAS, the County has determined that the proposed project will benefit the County by providing significant opportunities for employment as well as tax base growth; and

WHEREAS, the County has determined that said project is eligible for consideration under the Policy and Chapter 381 for a tax abatement agreement and a Chapter 381 agreement: and

NOW THEREFORE, BE IT RESOLVED by the Commissioners Court of Bell County, Texas that the County Judge is hereby authorized to enter into tax abatement agreements, including a Chapter 381 agreement, with Polmer LLC which will abate a percentage of the increases in the taxable value of certain real and personal property located in the Temple Industrial Park.

Adopted this 3rd day of January, 2022.

D. Blackburn, County Judge

ATTEST:

County Clerk, Shelley Coston

STATE OF TEXAS §

COUNTY OF BELL §

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between **BELL COUNTY, TEXAS** (the “**County**”), a political subdivision of the State of Texas, and **POLMER LLC**, a Delaware limited liability company (“**Company**”). The County and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. On November 15, 2021 the Bell County Commissioners Court (the “**Commissioners Court**”) adopted the Tax Abatement Economic Development Policy for Bell County, stating that the County elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the County and various parties, entitled Tax Abatement Economic Development Policy for Bell County (as amended, the “**Policy**”).

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

C. Company owns or will have the right to acquire approximately 400 acres of Land (defined herein) in the City of Temple, Texas (the “**City**”) within the County. As of the Effective Date, the Land is located entirely within Tax Abatement Reinvestment Zone No. 43, City of Temple, Texas (the “**Zone**”) established by the City Council of the City on December 16, 2021 by Ordinance No. 2021-0072-O.

D. If Company acquires the Land, contingent upon receipt of the tax abatement herein, Company proposes to construct in one or more phases, which may extend over a period of years, one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Land and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on the Land (collectively, the “**Project**”).

E. The contemplated use of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the County, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy and all other applicable laws, ordinances, policies, rules and regulations.

F. The provisions of this Agreement, and the proposed use of the Land and nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section 5 of the Policy.

G. Written notice that the County intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

H. The abatement granted under this Agreement is in conjunction with a broader economic development program governed by that certain 381 Economic Development Program Agreement between the County and Company approved by the Commissioners Court on January 3, 2022 (the "EDA") to be executed substantially simultaneously with this Agreement.

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

AGREEMENT

1. INCORPORATION OF RECITALS.

The Commissioners Court has found, and the County and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Abatement means (i) the abatement of seventy-five percent (75%) of the County's incremental ad valorem real property taxes on the Land and all improvements located on the Land, based on the increase in values of the Land and all improvements located on the Land over their values for the 2021 tax year; and (ii) the abatement of seventy-five percent (75%) of the County's ad valorem taxes on Personal Property, based on the taxable assessed value of the Personal Property. For the avoidance of doubt, the ad valorem taxes abated herein are the County's ad valorem real and personal property

taxes, and are not intended to include an abatement of the Bell County Road District ad valorem property tax.¹

Abatement Period for each Phase, respectively, shall mean a period of ten (10) calendar years beginning in the First Year of Abatement for each Phase, as applicable.

Affiliate means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company.

Applicable County Rules means all of the rules, regulations, ordinances and official policies of the County in force and effect as of the Effective Date.

Business Day shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to “days” hereunder shall mean calendar days.

City has the meaning ascribed to that term in Recital C.

Code has the meaning ascribed to that term in Recital B.

Commencement of Construction means both of the following have occurred: (1) issuance of a notice to proceed with construction to the applicable construction contractor, and (2) commencement and diligent pursuit of mobilization and construction by the construction contractor on the applicable construction site.

Commencement of Construction Deadline means two (2) years from the Effective Date, subject to extension on account of Force Majeure, as provided in Section 23.

Commissioners Court has the meaning ascribed to that term in Recital A.

Completion Date means the date as of which Company has substantially completed or caused the substantial completion of at least one building or portion of a building that constitutes a Phase, and has made a substantially complete application for a temporary or permanent certificate of occupancy for at least one building or portion of a building for such Phase.

Confidential Business Information has the meaning ascribed to that term in Section 19.

Designation Deadline has the meaning ascribed to that term in Section 4.2.

Development Costs means the aggregate of the following costs expended or caused to be expended by or on behalf of Company or an Affiliate relating to construction and installation of Project Improvements and related infrastructure, including costs such as land acquisition; site development and construction costs; general

¹ Note, as of the Effective Date, the tax rate for the Bell County Road District is set at 0.0263.

contractor and subcontractor fees; the costs of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; legal fees; financing costs and fees; zoning fees; building permit, development, and other City fees; sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees; insurance and taxes directly related to the construction of the Project Improvements; and other costs and fees for the construction and completion of the Project Improvements (or portion thereof).

EDA has the meaning ascribed to it in Recital H.

Effective Date has the meaning ascribed to it in Section 3.

Employment Commitment has the meaning ascribed to it in Section 4.3.

Employment Report has the meaning ascribed to that term in Section 4.4.2.

Expiration Date means the earlier of (i) the Commencement of Construction Deadline if Company has not caused the Commencement of Construction of Phase 1 to occur by the Commencement of Construction Deadline; (ii) the Phase 1 Completion Deadline if (a) Company has not caused the Completion Date for Phase 1 to occur by the Phase 1 Completion Deadline, and/or (b) Company has not achieved the Investment Commitment by the Phase 1 Completion Deadline; or (iii) March 31 of the calendar year following the last year of abatement under this Agreement.

First Year of Abatement (i) for Phase 1, shall mean the calendar year following the calendar year in which the Completion Date for Phase 1 occurs; and (ii) for each Future Phase, shall mean the calendar year following the calendar year in which the Completion Date for the applicable Future Phase occurs.

Force Majeure shall mean a matter or circumstance beyond the reasonable control of the Party obligated or permitted to perform, regardless of whether any such circumstance is similar to any of those enumerated or not (but excluding unfavorable economic conditions), including without limitation: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of war or terrorism; shortages or unavailability of labor or materials; strike; unreasonable delays by the City in issuing permits or certificates of occupancy, or in conducting any inspections (based on the then-current workload of City departments(s) responsible for undertaking the activity in question); governmental shut-downs or public health emergencies; utility delays or interruptions; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Texas.

Full-Time Job means a permanent job, as distinguished from a job of a known, short-term duration with a definite end-date (such as a construction job or a contract job), located at or based out of the Project provided by Company or an Affiliate to one

individual for (i) forty (40) hours per week or (ii) less than forty (40) hours per week if such other measurement is used to define full-time employment by Company or an Affiliate in accordance with its then-current personnel policies and regulations. For example, if Company or an Affiliate has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, a job provided by Company or an Affiliate for at least thirty-five (35) hours per week shall be considered a Full-Time Job for purposes of this Agreement. A Full-Time Job is considered “based out of” the Project if the Full-Time Job is on the payroll at such location and may include remote employees.

Future Phase shall mean any building, extension or expansion of a building, or group of buildings subsequent to Phase 1 constructed, expanded, installed or located on the Land, which meets the Subsequent Investment Threshold (including Personal Property that is a part of such Phase), and may be designated by Company or otherwise considered part of a Future Phase in accordance with Section 4.2. Any Future Phases shall be numbered in sequential order of development by Company pursuant to Section 4.2 herein. By way of example, the second Phase shall be “Phase 2,” the third Phase shall be “Phase 3,” and so on and so forth. For the avoidance of doubt, a Future Phase is not required to be a standalone building and may be (but is not required to be) an add-on or expansion of a building that is a part of a prior Phase, or a building that is connected to a prior Phase.

Future Phase Completion Deadline means two (2) years from the Designation Deadline, subject to extension on account of Force Majeure, as provided in Section 23.

Investment shall mean costs expended by or on behalf of Company or an Affiliate for (i) Development Costs, and/or (ii) Personal Property.

Investment Commitment has the meaning ascribed to that term in Section 4.1.

Land means (i) the real property described on **Exhibit “A”** which is attached hereto and incorporated herein by reference for all purposes, plus (ii) any additional land that is acquired by Company subsequent to the Effective Date that is or will be located within (1) the City; and (2) a reinvestment zone or other type of zone as required pursuant to the Code to be eligible for tax abatement. If Company acquires any such additional land, upon notice thereof to the County, this Agreement shall automatically apply with respect thereto, and the definition of “Land” hereunder shall include such additional property regardless of whether the legal description of such additional property is attached hereto.

Material Breach means, subject to notice and cure pursuant to Section 6.6, an uncured default by Company of its obligations pursuant to Section 4.1.

Mortgage means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

Mortgagee means the holder of a Mortgage on the Land.

Personal Property means any personal property that (i) is subject to ad valorem taxation and is rendered for that purpose to the Bell County Appraisal District or another appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located on the Land (or within improvements on the Land) prior to the Effective Date of this Agreement.

Phase means Phase 1 or any Future Phase(s) on the Land.

Phase 1 means the first building, portion of a building, or group of buildings to be constructed and completed on the Land, which meets the Investment Commitment (including Personal Property that is a part of such Phase), and may be designated by Company as Phase 1 or otherwise considered a part of Phase 1 in accordance with Section 4.2 herein.

Phase 1 Completion Deadline means five (5) years from the Commencement of Construction of Phase 1, subject to extension on account of Force Majeure, as provided in Section 23.

Phase 1 Completion Report has the meaning ascribed to that term in Section 4.4.1.

Policy has the meaning ascribed to that term in Recital A.

Project has the meaning ascribed to that term in Recital D.

Project Improvements means improvements constructed or caused to be constructed on the Land by Company and/or an Affiliate.

Reports means the Phase 1 Completion Report, the Employment Report, and the Subsequent Investment Report(s) (if any).

Subsequent Investment Report or **Subsequent Investment Reports** has the meaning ascribed to that term in Section 4.4.3.

Subsequent Investment Threshold has the meaning ascribed to that term in Section 4.4.3.

Taxes means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

Term has the meaning ascribed to that term in Section 3.

TPIA has the meaning ascribed to that term in Section 19.

Water and Wastewater Agreement means that certain Water and Wastewater Agreement between the Company and the City, approved by the City Council of the City by Resolution No. 2021-0420-R on December 16, 2021, pursuant to which the City

agrees to provide water and wastewater services to the Project, all as more particularly described therein.

Zone has the meaning ascribed to that term in Recital C.

3. **TERM.**

This Agreement will take effect on the date of execution of this Agreement by both the County and Company (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire on the Expiration Date (the “**Term**”). The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the County, and upon such termination this Agreement shall be null and void and the Parties shall have no further rights or obligations with respect hereto.

4. **COMPANY’S OBLIGATIONS AND COMMITMENTS.**

4.1 **Investment Commitment and Use.**

As a condition to receipt of the Abatement, the Completion Date for Phase 1 must occur on or before the Phase 1 Completion Deadline, and Company must expend or cause the expenditure by the Phase 1 Completion Deadline of an Investment of at least Eight Hundred Million Dollars (\$800,000,000.00) (the “**Investment Commitment**”) for Phase 1. For the avoidance of doubt, the same Investment counted and reported for purposes of measuring attainment of the Investment Commitment under this Agreement will also be counted for purposes of measuring attainment of the Investment Commitment under the EDA. After the Phase 1 Completion Deadline, the Project Improvements must be continuously used for a lawful use related to the support and/or operation of Company’s commercial, business, retail, or industrial uses, subject to Force Majeure and temporary closures of not more than one hundred eighty (180) days or such longer period as may be necessary to construct or install capital improvements, remodels or repairs to the Project Improvements and/or reconstruct the Project Improvements following a casualty or condemnation event affecting the Project Improvements. For the avoidance of doubt, (i) so long as a portion of the Project Improvements used to house and in which are operated, computing systems and/or related equipment is operating that shall be sufficient to satisfy the aforementioned obligation to continuously use the Project Improvements; and (ii) no default of any obligation to use the Project Improvements shall occur unless and until the notice required pursuant to Section 6.6 has been provided and the cure period provided in Section 6.6 has lapsed.

4.2 **Phasing; Timing of Development.**

Company may develop the Land in Phases extending over a period of years; and, if so, Company shall be eligible for separate Abatements for each Future Phase that achieves additional Investment of at least Eight Hundred Million Dollars (\$800,000,000.00) referred to as the Subsequent Investment

Threshold (defined and described in Section 4.4.3). For the avoidance of doubt, the Subsequent Investment Threshold for each Future Phase must be met by Investment in Project Improvements and Personal Property within such Future Phase, and will not include replacement/refresh servers or other Personal Property that is a part of a prior Phase previously designated by Company.

Each Phase shall have a separate Abatement Period. Abatement Periods for separate Phases may run concurrently or sequentially. Company may designate separate Phases with a description of the real property improvements and Personal Property that constitutes a Phase, without the necessity of further approval or signature of the Parties. Company shall use commercially reasonable efforts to provide the County with at least 30 days advance written notice of the Commencement of Construction of a Future Phase; provided, however, that failure to give such notice shall not constitute a breach or default of this Agreement and shall not entitle the County to terminate the Agreement or receive repayment, and shall not preclude the Company from receipt of the full Abatement (for each Phase, as applicable). Notice to the County designating any Future Phase(s) must be provided on or prior to the expiration of the Abatement Period for Phase 1 or twelve (12) years after the Effective Date, whichever occurs first (“**Designation Deadline**”). For a Future Phase to be eligible for a separate Abatement, the Commencement of Construction for the applicable Future Phase must occur on or before the Designation Deadline, the Completion Date for such Future Phase must occur on or before the Future Phase Completion Deadline, and Company must expend or cause the expenditure by the Future Phase Completion Deadline of the Subsequent Investment Threshold (at a minimum) for such Future Phase. If Company completes or installs additional improvements on the Land (including Personal Property) after submitting the Phase 1 Completion Report, but does not designate any Future Phases, then Company may provide a notice to the County that all improvements on the Land (including all Personal Property) will be considered a part of Phase 1; and, thereafter, all improvements located on the Land will be counted as part of Phase 1 for purposes of the Abatement. For the avoidance of doubt, the new improvements will not be considered a part of Phase 1 unless Company provides notice to the County designating such new improvements as part of Phase 1.

If Company designates Future Phases and then later completes or installs additional improvements on the Land (including Personal Property) that were not designated as part of a Phase, then Company may provide a notice to the County designating such improvements to be considered a part of the final Phase that Company designated and such improvements will receive the Abatement as part of such final Phase (regardless of whether such additional improvements are completed prior to or at any time after the Designation Deadline). For the avoidance of doubt, such additional improvements on the Land included as part of the final Phase (including Personal Property) would not include replacement/refresh servers or other Personal Property that is part of a prior Phase (because any replacement/refresh servers or Personal Property that is part of a prior Phase would be eligible to receive the Abatement with the prior Phase that it

is a part of). By way of example, if Company designates five (5) Phases and then completes or installs additional improvements (including Personal Property) without designating another Phase, then upon notice from Company to the County, all such additional improvements (including Personal Property) will be considered a part of Phase 5 and will be eligible to receive the Abatement for the remaining Abatement Period for Phase 5. For the avoidance of doubt, the Designation Deadline is a deadline by which Company may designate Phases and the Abatement Period for Future Phases may extend beyond and occur past the Designation Deadline and the Future Phase Completion Deadline. There is no cap on the amount of Investment or improvements that may constitute a Phase (e.g., what constitutes a Phase is not limited by the Investment reported in the Phase 1 Completion Report or Subsequent Investment Report for such Phase). Investment for a Phase may be completed after the Designation Deadline and the Future Phase Completion Deadline and will still receive the Abatement for the remaining Abatement Period of such Phase.

Notice of designation of a Phase under the EDA may also count as notice for designation of a Phase under this Agreement. Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently.

The County acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the County agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any Phase or portion thereof; however, development of the Project (or Phase or portion thereof) in accordance with the terms of this Agreement is a condition precedent to receipt of the Abatement (for each Phase, as applicable).

4.3 Employment Commitment.

Company will provide or cause to be provided at least forty (40) Full-Time Jobs on the Land by the Phase 1 Completion Deadline, and, thereafter, Company will maintain at least forty (40) Full-Time Jobs on the Land during any Abatement Period in which a Phase is receiving the Abatement hereunder (the “**Employment Commitment**”), with the minimum average wage of such forty (40) Full-Time Jobs of at least \$90,000.00. In determining the average wage of such forty (40) Full-Time Jobs, Company may include the amount reported in Box 5 of an employee’s W-2 Wage and Tax Statement, which represents gross taxable compensation. The Full-Time Jobs that are counted for the Employment Commitment are cumulative and may include Full-Time Jobs based out of any

Phase. Jobs as of December 31 of the year they were created may be included for reporting purposes if they otherwise meet the requirements of being a Full-Time Job. Full-Time Jobs counted for purposes of measuring attainment of the Employment Commitment under the EDA will also be counted for purposes of measuring attainment of the Employment Commitment under this Agreement. Nothing in this Agreement shall be construed to require the Company to achieve the Employment Commitment; however, the Employment Commitment is a condition precedent to receipt of the full Abatement (for each Phase, as applicable).

4.4 Reports and Filings by Company.

4.4.1 Phase 1 Completion Report.

Provided that the Completion Date for Phase 1 occurred on or before the Phase 1 Completion Deadline, on or before March 1 of the first full calendar year following the calendar year in which the Completion Date for Phase 1 occurs, Company must provide a written report to the County, substantially in the form attached hereto as **Exhibit “B”**, that confirms Company achieved the Investment Commitment for Phase 1 (the **“Phase 1 Completion Report”**). For the avoidance of doubt, in order to satisfy the reporting requirement for receipt of the Phase 1 Abatement set forth in this Section 4.4.1, Company is only required to show that at least \$800,000,000.00 in Investment was achieved (and shall not be required to report any Investment that exceeds \$800,000,000.00). Provision of the Phase 1 Completion Report under the EDA will also constitute provision of the Phase 1 Completion Report under this Agreement.

4.4.2 Employment Report.

On or before March 1 of the first full calendar year following the year in which the Completion Date for Phase 1 occurs, Company must provide the County with a report, substantially in the form attached hereto as **Exhibit “C”** (the **“Employment Report”**), that sets forth the individuals who held Full-Time Jobs on the Land as of December 31 of the previous year to satisfy the Employment Commitment. Notwithstanding anything to the contrary herein, provision of the employment report under the EDA will also constitute provision of the Employment Report provided hereunder.

4.4.3 Subsequent Investment Report.

At any time after Company submits the Phase 1 Completion Report (provided that Commencement of Construction of a Future Phase occurred on or prior to the Designation Deadline and the Completion Date for such Future Phase occurred on or before the Future Phase Completion Deadline), Company may file one or more **“Subsequent Investment**

Report(s)” with the County, substantially in the form attached hereto as **Exhibit “D”**, to confirm that Company has made or caused to be made additional Investment on the Land (including within the Project Improvements) in an aggregate amount of at least Eight Hundred Million Dollars (\$800,000,000.00) (“**Subsequent Investment Threshold**”), which must be comprised of additional Investment (i) in Project Improvements and Personal Property within such Future Phase (and will not include replacement/refresh servers or other Personal Property that is part of Phase 1 or a prior Phase for which a prior Subsequent Investment Report was submitted); and (ii) that was not outlined in the Phase 1 Completion Report or a prior Subsequent Investment Report. For the avoidance of doubt, in order to satisfy the reporting requirement for receipt of Abatement for a Future Phase pursuant to this Section 4.4.3, in the Subsequent Investment Report, Company is only required to show that the Subsequent Investment Threshold was achieved (and shall not be required to report any Investment that exceeds \$800,000,000.00). Provision of a Subsequent Investment Report under the EDA will also constitute provision of such Subsequent Investment Report under this Agreement.

Notwithstanding any statement to the contrary herein, as stated in Section 4.2, Company may (but shall not be required to) designate one or more Phases up until the Designation Deadline. Upon notice from Company (as described in Section 4.2), any improvements (including Project Improvements and Personal Property) in addition to the improvements included as part of the Subsequent Investment Threshold for the final Phase that Company designates will be considered a part of such final Phase and shall receive the Abatement for any remaining Abatement Period of the final Phase. The “final” Phase may be Phase 1 if Company only designates one Phase on or prior to the Designation Deadline. For the avoidance of doubt, unless the final Phase is Phase 1, such additional improvements would not include replacement/refresh servers or other Personal Property that is part of a prior Phase (because any replacement/refresh servers or Personal Property that is part of a prior Phase would receive the Abatement with the prior Phase that it is a part of).

4.4.4 Annual Certification.

Pursuant to the Code, Company is required to certify annually to taxing units that it is in compliance with the terms of the Agreement. Company will complete and certify annually to the County, during each year in which Company receives Abatement hereunder for any Phase, a certificate of compliance substantially in the form attached hereto as **Exhibit “E”**, to be due not later than April 30 of each year of an Abatement Period, as applicable.

4.4.5 Failure to Submit Reports.

If Company fails to submit any report or certification required by and in accordance with Section 4.4, the County shall provide written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of such written notice, the County will provide a second written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of this second written notice, the County shall have the right to withhold the Abatement for such year and in such an event Company will not receive the Abatement in such year; provided that, Company may receive the Abatement in any future years in which Company provides the applicable report(s). The County will not be required to provide any additional notices under Section 6.6 before withholding the Abatement for such year that Company fails to submit a report in accordance with the provisions of this Section 4.4.5. For the avoidance of doubt, Company's failure to submit a report as required by and in accordance with Section 4.4 shall not constitute a breach or default of this Agreement and shall not entitle the County to terminate the Agreement or receive repayment; however, the submission of reports in accordance with the provisions of this Section 4.4 is a condition to Company's receipt of Abatement (for each Phase, as applicable).

4.5 Audits.

Provided at least thirty (30) calendar days' notice is given and only to the extent necessary to verify information contained in one or more Reports provided by Company to the County pursuant to this Agreement, but no more than once per calendar year, the County will have the right, within 180 days of Company submitting any Reports, to audit the business records of Company that relate solely to the information contained in any Report submitted as necessary to evaluate compliance with this Agreement. If any such documentation or records are contained in business records of Company that also contain unrelated matters, Company may redact any unrelated matters that are non-essential to the audit of any applicable Report. Further, Company may require that all individuals reviewing the business records of Company, an Affiliate or another party must first sign a confidentiality agreement under which they agree to not discuss or publicize information contained in those records except as necessary for them to complete an audit of such records in accordance with this Agreement.

4.6 Inspections of Land and Project Improvements.

From and after the date that Company submits any Reports, at a time scheduled by Company during Company's normal business hours and following at least thirty (30) calendar days' prior written notice to Company, but no more than once per calendar year, the County will have the right, within 180 days of Company submitting any Reports, to inspect and evaluate the Land and the

Project Improvements solely in order for the County to monitor or verify compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, Company shall have the right to require that any representative of the County be escorted by a representative or security personnel of Company during any such inspection and evaluation, and Company shall be able to exercise its sole, reasonable discretion in scheduling a requested inspection so as not to interfere with its ongoing business operations on the Land.

4.7 Use of Land.

The Land must be used at all times during the Term of this Agreement for purposes connected with the business operations of Company (or its assignee(s)) and its Affiliates, as described in the Recitals, and further described in Section 4.1, and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

5. TAX ABATEMENT.

5.1 Phase 1.

Subject to the terms and conditions of this Agreement, provided that Company achieves the Investment Commitment by the Phase 1 Completion Deadline, subject to all extensions of time allowed by this Agreement, the County hereby grants and Company will be entitled to receive the Abatement for Phase 1 during each year of the Abatement Period, beginning with the First Year of Abatement for Phase 1. For the avoidance of doubt, the Abatement shall apply to all Project Improvements and Personal Property that are a part of or installed in a building or portion of a building that is a part of Phase 1, regardless of whether such improvements and/or Personal Property were specifically included in the notice designating Phase 1 pursuant to Section 4.2 or the Phase 1 Completion Report.

5.2 Future Phases.

Subject to the terms and conditions of this Agreement, for each Future Phase that the Commencement of Construction occurs on or prior to the Designation Deadline, and meets the Subsequent Investment Threshold by the Future Phase Completion Deadline, the County hereby grants, and Company will be entitled to receive, the Abatement for each such Future Phase during each year of the Abatement Period for such Future Phase(s), respectively, beginning with the First Year of Abatement for each Future Phase, as applicable. There is no limit on the number of Future Phases (and corresponding Abatements) for the same, so long as each such Future Phase meets the Subsequent Investment Threshold and otherwise complies with the terms of this Agreement, including that the Commencement of Construction for such Phase(s) occurs on or prior to the Designation Deadline and the Completion Date for such Future Phase(s) occurs on or before the Future Phase Completion Deadline. For the avoidance of doubt,

if Company designates a final Phase and then provides notice to the County that all additional subsequent Investment (beyond the Subsequent Investment Threshold for such final Phase) shall be a part of such final Phase, then all such subsequent Investment (including Project Improvements and Personal Property) in excess of the Subsequent Investment Threshold for the final Phase will be considered a part of the final Phase and the Abatement shall apply to all such Project Improvements and Personal Property for the remainder of the Abatement Period for the final Phase; provided that, replacement/refresh servers or other Personal Property that is part of a prior Phase would not be included with the final Phase (because any replacement/refresh servers or Personal Property that is part of a prior Phase would be eligible to receive the Abatement with the prior Phase that it is a part of).

5.3 Commencement of Abatement Period.

County and Company agree and acknowledge that the commencement of the Abatement Period for each Phase, as applicable, is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Code, but that no Abatement Period for a single Phase will exceed ten (10) years for any Phase in compliance with Section 312.007 of the Code. The Abatement Period(s) for separate Phases may run concurrently or successively.

6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1 Failure to Meet Investment Commitment.

If the Commencement of Construction of Phase 1 does not occur on or before the Commencement of Construction Deadline, if the Completion Date for Phase 1 does not occur on or before the Phase 1 Completion Deadline, or if the Investment Commitment is not met by the Phase 1 Completion Deadline, the County shall have the right to terminate this Agreement by providing written notice to Company without further obligation to Company hereunder.

6.2 Failure to Pay County Taxes.

A default shall occur under this Agreement if any ad valorem County taxes owed on (i) the Land, (ii) the Project Improvements, or (iii) on Personal Property owned by Company and/or an Affiliate, become delinquent and Company and/or an Affiliate does not pay such taxes, cause such taxes to be paid or properly follow the legal procedures for protest and/or contest of any such taxes within the cure period specified herein. If any ad valorem County taxes owed on the Land, the Project Improvements or on the Personal Property owned by Company and/or an Affiliate become delinquent, prior to the County terminating this Agreement (i.e., the County may not terminate the Agreement until it provides such notice and cure period), County shall notify Company in

writing and Company shall have sixty (60) calendar days from receipt of such notice to cure such default. If the default has not been cured by such time, the County shall have the right to terminate this Agreement (limited to and solely with respect to the applicable Phase that has delinquent ad valorem County taxes) immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity necessary to collect such delinquent taxes, as the County's sole and exclusive remedies. Either payment of such taxes or initiation of and ongoing engagement in legal proceedings for protest and/or contest of such taxes shall constitute a full cure pursuant to this Section 6.2. Notwithstanding anything to the contrary herein, Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.

6.3 Foreclosure.

Subject to any rights of a Mortgagee pursuant to Section 17, upon the occurrence of any of the following events, the County will have the right to terminate this Agreement (with respect to the applicable Phase(s) for which the event occurs), as its sole and exclusive remedy, immediately upon provision of written notice to Company: (i) the completion of an action to foreclose or otherwise enforce a lien, Mortgage or deed of trust on the Land or improvements located on the Land; (ii) the involuntary conveyance to a third party of the Land or improvements located on the Land; or (iii) the appointment of a trustee or receiver for the Land or improvements located on the Land.

6.4 Knowing Employment of Undocumented Workers.

Company acknowledges that the County is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one-hundred twenty (120) calendar days following receipt of written demand from the County, the aggregate amount of the value of the Abatement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 6.4, "**Simple Interest**" is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Company pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement

received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Company hereunder is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.04)]$, which is \$12,000. This Section 6.4 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

6.5 Failure to Meet Employment Commitment.

In any year in which Company is eligible to receive the Abatement hereunder, if the employment level does not meet the Employment Commitment set forth in Section 4.3, after and subject to the notice and cure period set forth in Section 6.6, the County will reduce the Abatement percentage for that year as set forth in Section 6.5.1., as its sole and exclusive remedy. Notwithstanding the foregoing, if Company meets the Employment Commitment in the following years, Company shall be entitled to the full Abatement for such years.

6.5.1 If the number of Full-Time Jobs falls below the Employment Commitment of forty (40) Full-Time Jobs, the Abatement percentage will be reduced by two percent (2%) for each one Full-Time Job deficiency for that year. By way of example, a total of thirty (30) Full-Time Jobs would be a deficiency of ten (10) Full-Time Jobs, which would mean a twenty percent (20%) reduction in the Abatement percentage for such year from seventy-five percent (75%) to fifty-five percent (55%).

6.6 General Default.

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after sixty (60) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than sixty (60) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure), the non-defaulting Party, will have the right to terminate this Agreement (with respect to the applicable Phase(s) in which an uncured default occurred) immediately by providing written notice to the other Party as well as all other available rights and remedies under the law, except as limited pursuant to the terms of this Agreement.

6.7 County's Remedy in the Event of Default.

Except for repayment in the event of an uncured Material Breach as provided in this Section 6.7, the County's sole remedy in the event of Company's uncured default of any material condition or obligation under this Agreement will

be the County's right to terminate this Agreement in accordance with its provisions. In the event of an uncured Material Breach, Company will be required to repay the County any taxes that were abated in accordance with this Agreement from and after the date of the breach and that would otherwise have been paid to the County in the absence of this Agreement. The County and Company agree that this amount is a reasonable approximation of actual damages that the County will incur as a result of an uncured Material Breach. This amount shall be due, owing and paid to the County within sixty (60) days following the effective date of termination of this Agreement by the County (if any). In the event that all or any portion of this amount is not paid to the County within sixty (60) days following the effective date of termination of this Agreement, Company shall also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest.

6.8 Mutual Waiver of Consequential Damages.

Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

6.9 No Cross-Defaults.

Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3 (if Company chooses, in its sole discretion, to develop Phase 3, or any Future Phases), such default would have no impact on the Abatement or Company's obligations with respect to Phase 1, Phase 2, Phase 4 or any other Phase, as applicable (if such Phases exist), except Phase 3.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the County. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the County and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the County and Company.

8. **INDEMNIFICATION AND RELEASE.**

TO THE EXTENT ALLOWED BY LAW, COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE COUNTY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COUNTY AGAINST CLAIMS CAUSED BY THE COUNTY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COUNTY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE COUNTY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

TO THE EXTENT ALLOWED BY LAW, THE COUNTY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE COUNTY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE COUNTY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COUNTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE COUNTY, THE COUNTY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COUNTY'S OWN

PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. **NOTICES.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) electronically, (ii) personally with acknowledgment of receipt being obtained by the delivering Party, (iii) by U.S. Certified Mail, return receipt requested, or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United Parcel Service. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

County:	Company:
Bell County Attn: David Blackburn County Judge 101 E. Central Ave, Suite 200 Belton, Texas 76513 E-mail: david.blackburn@bellcounty.texas.gov	Polmer LLC c/o Winstead PC Attn: Laura Hoffmann 500 Winstead Building 2728 N. Harwood Street Dallas, Texas 75201 lhoffmann@winstead.com

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next Business Day after it has been successfully sent.

10. **ASSIGNMENT AND SUCCESSORS.**

10.1 **Affiliates.**

Company may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the County, but upon written notice to the County to an Affiliate. Upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned.

10.2 **Collateral Assignment.**

Company may assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a Mortgage in the Land and/or improvements thereon without the consent of the County, but upon written notice to the County.

10.3 Sale/Leaseback.

So long as Company or an Affiliate to which this Agreement has been assigned under Section 10.1 remains a lessee, or its substantial equivalent, Company may transfer fee simple title to the Land to a third party and continue to exercise its rights and obligations under this Agreement, including but not limited to the Abatement, and may choose to retain its rights and obligations under this Agreement (in lieu of an assignment).

10.4 Other Assignment.

Except as otherwise provided herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the Commissioners Court, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the proposed assignee first executes a written agreement with the County under which the proposed assignee agrees to assume and be bound by all covenants and obligations of Company under this Agreement, to the extent of the rights and obligations assigned (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned). Any permitted assignee or successor in interest of Company under this Agreement shall be deemed "Company" for all purposes under this Agreement.

11. ESTOPPEL CERTIFICATE.

Upon written request by Company to the County, the County will provide Company with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in breach or default of this Agreement, the nature of the breach or default and the curative action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement. The County Judge or his/her authorized designee may execute, on behalf of the County, any estoppel certificate requested by the Company that is consistent with this Section 11. The County acknowledges that an estoppel certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Land.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

13. LIMITED WAIVER OF IMMUNITY.

The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the County unconditionally and irrevocably waives all claims of sovereign

and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the County may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

14. ADDITIONAL PROVISIONS.

14.1 Compliance With and Changes in Applicable County Rules.

The County represents to the Company that no Applicable County Rule conflicts with the provisions of this Agreement. The County shall not add or modify any Applicable County Rule with the express or inferred intent to specifically or inequitably target the Project, the Land, the Company or the data center industry or in a manner that adversely and predominately affects the Project, the Land or the data center industry.

14.2 New Taxes.

The County shall not charge and County staff shall not recommend any Taxes that are applicable solely to the Project, the Company, the Land, operators of computer equipment, or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Company, the Land or the data center industry.

14.3 Calculation of Dates.

If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Texas, then the date for performance thereof shall be extended to the next Business Day.

14.4 Ethical Business Practices; No Procurement Process.

In connection with the negotiation and performance of this Agreement, the County represents and warrants that it has complied and covenants that it shall comply with all Applicable County Rules and applicable laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the County or to undertake any other obligations required by procurement laws and regulations of the County or other applicable law.

15. NO WAIVER.

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

16. VENUE AND JURISDICTION; ATTORNEYS' FEES.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in either the federal courts of the Northern District of Texas, Dallas Division, or in the State District Courts of Bell County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. In the event any action is brought by either Party hereto against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 16 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

17. MORTGAGES.

17.1 Mortgages.

This Agreement shall not prevent or limit the Company from encumbering the Land or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The County acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the County shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The County shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

17.2 Mortgagee Not Obligated.

A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

17.3 Mortgagee Notice and Cure Rights.

If requested in writing by a Mortgagee, the County shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. Notwithstanding any statement to the contrary herein, a Mortgagee shall have the

right, but not the obligation, to cure such default within ninety (90) days after such Mortgagee receives such notice, during which period the County shall not exercise any remedies hereunder.

17.4 Disaffirmation.

If this Agreement is terminated with respect to a portion of the Land by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the County, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new economic development agreement for the Project as to such portion of the Land. This Agreement does not require any Mortgagee or the County to enter into a new economic development agreement pursuant to this Section 17.4.

18. SEVERABILITY; CONFLICTING LAW.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive the Abatement (or any portion thereof) hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the Commissioners Court.

19. CONFIDENTIAL INFORMATION.

Upon the County's receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the County shall make a good faith effort to provide written notice of the same to Company within two (2) Business Days of such a request, which notice shall include a copy of such request (the "PIR Notice"). Such notice shall also include instructions and deadline(s) for Company to make its argument of confidentiality to the Texas Attorney General. As part of the County's good faith efforts to provide the notices required pursuant to this Section 19, the County agrees to take affirmative steps to ensure the notices are provided to Company, including putting a process in place to provide the notices. Upon receipt of any PIR Notice, Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the County pursuant to or in connection with this Agreement that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, "Confidential Business Information"). Such designations by Company of Confidential Business Information or other claimed exceptions under the TPIA (defined herein) shall be submitted by Company to the County no later than 5 (five) Business Days after Company has received a PIR Notice

from the County. Further, Company may designate Confidential Business Information by any method intended to clearly set apart the specific material that Company claims to be Confidential Business Information upon its initial submittal to the County.

Unless and until the Texas Attorney General renders a final decision indicating that all or part of the information must be disclosed (after the County opposes the release as described below), the County shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Additionally, upon such a request and within the time periods required pursuant to the Texas Public Information Act, Chapter 552 of the Texas Government Code (“TPIA”), the County shall make a good faith effort to submit a brief to the Texas Attorney General’s Office opposing the release of any Confidential Business Information and identifying the basis for any claimed exceptions under the TPIA, which will be provided to the County by Company; provided, however, nothing herein shall prevent or limit Company’s right to claim any exemption from disclosure it believes applicable directly to the Texas Attorney General. Notwithstanding the foregoing, if Company fails to provide the County with the factual basis for the claimed exemptions promptly, but at least two (2) Business Days in advance of the County’s deadline to submit a brief to Texas Attorney General’s Office pursuant to the TPIA, the County is not required to submit a brief to the Texas Attorney General for such request. If Company provides the factual basis for the claimed exemptions but, despite good faith efforts, the County is not able to submit a brief to the Texas Attorney General’s Office, then (i) County shall provide written notice to Company that the County will not be submitting a brief (including an explanation for the reason why) (the “**Non-Submission Notice**”); and (ii) the County will cooperate with Company in its efforts opposing the release of such information. The County shall not allow inspection or provide copies of any such Confidential Business Information unless and until the Texas Attorney General renders a final decision indicating that all or part of the information must be disclosed (after opposing the release of such information as described above and pursuant to the processes outlined in the TPIA).

Any such action to enjoin the release of Confidential Business Information may be brought in the name of Company or the County. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by Company or at its request by the County to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Company. For the avoidance of doubt, the County’s failure to submit a brief to the Texas Attorney General’s Office as required under this Section 19, or to provide any PIR Notice or Non-Submission Notice under this Section 19, shall not constitute a default under this Agreement so long as the County makes a good faith effort to provide such notices and to submit the brief. Any notice required to be submitted by either Party pursuant to this Section 19 shall be sent electronically.

For the avoidance of doubt, nothing required under this Section 19 shall require the County to withhold information that is deemed public information under the TPIA if such information is not (i) Confidential Business Information or (ii) other proprietary information that may be subject to an exception under the TPIA.

20. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the County facilitating approval of County permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the County and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If necessary, both Parties agree to submit a dispute to a non-binding mediation. If a dispute cannot be resolved through non-binding mediation, either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 16, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

21. COUNTY PROCEDURES AND ACTIONS.

The Commissioners Court, after conducting a duly-noticed public meeting, approved Minute Order #008/22 on January 3, 2022 effective immediately upon adoption, which Minute Order #008/22 adopted a resolution authorizing this Agreement and (i) confirmed the Commissioners Court's approval of this Agreement and the Commissioners Court's finding that the provisions of this Agreement are consistent with the Applicable County Rules and (ii) authorized the execution of this Agreement. The County represents and warrants to the Company that (a) the County has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the County in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the County.

22. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

23. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and the completion deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes

commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

24. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement.

25. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

26. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement regarding tax abatement is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the Commissioners Court.

27. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

29. CONFLICTS OF INTEREST.

Neither the Land nor any improvements thereon are owned or leased by any member of the Commissioners Court or any member of the governing body of any taxing unit with jurisdiction in the Zone.

30. EFFECT ON OTHER VESTED RIGHTS.


This Agreement does not abrogate any rights established or preserved by any applicable law, by the Water and Wastewater Agreement, by any other agreement or contract executed by the City and the Company or an Affiliate in connection with the Project, by any other agreement or contract executed by the County and Company or an Affiliate in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

EXECUTED as of the last date indicated below:

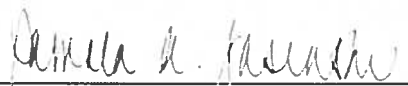
COUNTY:

Bell County, Texas,
a political subdivision of the State of Texas

By: 
Name: David Blackburn
Title: County Judge

Date: 20 FEB 2022

POLMER LLC,
a Delaware limited liability company

By: 
Name: Pamela Jasinski
Title: President

Date: February 17, 2022

EXHIBITS

- “A” – Description of the Land**
- “B” – Form of Phase 1 Completion Report**
- “C” – Form of Employment Report**
- “D” – Form of Subsequent Investment Report**
- “E” – Form of Certificate of Compliance**

EXHIBIT "A"

Description of the Land

Tract 1:

BEING AN 80.045 ACRE TRACT OF LAND SITUATED IN THE ELIZABETH BERRY SURVEY, ABSTRACT NO 56, BELL COUNTY, TEXAS, FURTHER BEING ALL OF A CALLED 68.197 ACRE TRACT OF LAND CONVEYED TO WAYNE HONEYCUTT IN VOLUME 2214, PAGE 569, DEED RECORDS OF BELL COUNTY, TEXAS AND DESCRIBED IN VOLUME 836, PAGE 514, OF SAID DEED RECORDS AND ALSO DESCRIBED IN VOLUME 3824, PAGE 244, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, ALL OF A CALLED 10 ACRE TRACT OF LAND, SAVE AND EXCEPT A 1 ACRE TRACT OF LAND, CONVEYED TO ELIZABETH MAXINE HONEYCUTT AND HUSBAND, WAYNE HONEYCUTT IN VOLUME 1042, PAGE 37, OF SAID DEED RECORDS AND ALL OF A CALLED 1 ACRE TRACT OF LAND CONVEYED TO ELIZABETH MAXINE HONEYCUTT AND WAYNE HONEYCUTT IN VOLUME 1042, PAGE 34, OF SAID DEED RECORDS, AND AN 0.805 ACRE REMAINDER TRACT OF LAND DEEDED TO CLARA MOORE BAUMAN, ET AL, AS RECORDED IN VOLUME 451, PAGE 407, REAL PROPERTY RECORDS OF BELL COUNTY, TEXAS SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON ROD FOUND ON THE EAST LINE OF CEARLEY ROAD, BEING THE NORTHWEST CORNER OF SAID 10 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF A CALLED 9.867 ACRE TRACT OF LAND CONVEYED TO MCLANE COMPANY, INC. IN VOLUME 2412, PAGE 662, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE IN AN EASTERLY DIRECTION, WITH THE NORTH LINE OF SAID 10 ACRE TRACT (DEED S 71° E , 710 FEET), SAME BEING THE SOUTH LINE OF SAID 9.867 ACRE TRACT, GENERALLY WITH A WIRE FENCE, S 73° 09' 51" E , 700.78 FEET, TO A POINT FOR CORNER, BEING THE NORTHEAST CORNER OF SAID 10 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 73.5 ACRE TRACT OF LAND CONVEYED TO LAINE WALTER POCHMANN AND DEBORAH NORRIS POCHMANN, AS TRUSTEES OF THE POCHMANN FAMILY TRUST IN VOLUME 5421, PAGE 228, OF SAID OFFICIAL PUBLIC RECORDS, FOR THE MOST NORTHERLY, NORTHEAST CORNER OF THIS TRACT OF LAND FROM WHICH A BARBED WIRE FENCE CORNER BEARS S 39° 30'58" E, 1.7 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE EAST LINE OF SAID 10 ACRE TRACT (DEED S 19° W , 613.52 FEET) AND WITH AN EAST LINE OF SAID 68 197 ACRE TRACT (DEED S 19° W , 452 FEET), SAME BEING A WEST LINE OF SAID 73 5 ACRE TRACT, GENERALLY WITH A WIRE FENCE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: S 16° 38' 51" W , 611.55 FEET, TO A CONCRETE MONUMENT FOUND, BEING THE SOUTHEAST CORNER OF SAID 10 ACRE TRACT, SAME BEING THE MOST NORTHERLY, NORTHEAST CORNER OF SAID 68.197 ACRE TRACT, FOR A CORNER OF THIS TRACT OF LAND; THENCE S 16° 43' 48" W , 452.01 FEET, TO A FOUND FENCE CORNER POST FILLED WITH CONCRETE, BEING AN ELL CORNER OF SAID 68.197 ACRE TRACT, SAME BEING THE MOST WESTERLY, SOUTHWEST CORNER OF SAID 73.5 ACRE TRACT;

THENCE IN AN EASTERLY DIRECTION, WITH A NORTH LINE OF SAID 68.197 ACRE TRACT (DEED S 71° E, 1770 FEET), SAME BEING A SOUTH LINE OF SAID 73.5 ACRE TRACT, S 73° 04' 49" E, 1778.04 FEET TO A 1/2 INCH IRON ROD FOUND IN CONCRETE BLOCK, BEING THE MOST EASTERLY, NORTHEAST CORNER OF SAID 68.197 ACRE TRACT, SAME BEING AN ELL CORNER OF SAID 73.5 ACRE TRACT;

THENCE IN A SOUTHERLY DIRECTION, WITH AN EAST LINE OF SAID 68.197 ACRE TRACT (DEED S 19° W , 1100 FEET), SAME BEING A WEST LINE OF SAID 73.5 ACRE TRACT, GENERALLY WITH A WIRE FENCE, S 16° 51' 35" W , 1100.84 FEET, TO A CONCRETE MONUMENT FOUND ON THE NORTH LINE OF A CALLED 219 ACRE TRACT OF LAND CONVEYED TO TEXAS OSO, LTD IN DOCUMENT NO 2014-00032638, OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHEAST CORNER OF SAID 68.197 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 73.5 ACRE TRACT;

THENCE IN A WESTERLY DIRECTION, WITH A SOUTH LINE OF SAID 68.197 ACRE TRACT (DEED N 71° W , 508.5 FEET), SAME BEING THE NORTH LINE OF SAID 219 ACRE TRACT, GENERALLY WITH A WIRE FENCE, N 74° 00' 17" W , 506.64 FEET TO A CONCRETE MONUMENT FOUND FOR AN ELL CORNER OF SAID 68.197 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1/2 ACRE CEMETERY, REFERENCED AS HAEDGE HEIRS CEMETERY IN SAID VOLUME 836, PAGE 514 AND RESERVED FROM CONVEYANCE IN A DEED TO CLARA MOORE BAUMAN ET AL, IN VOLUME 451, PAGE 407, OF SAID DEED RECORDS, SAID CEMETERY TRACT BEING A REMAINDER OF A CALLED 80-1/2 ACRE TRACT OF LAND CONVEYED TO AUGUST HAEDGE IN VOLUME 52, PAGE 437, OF SAID DEED RECORDS;

THENCE WITH THE COMMON LINE OF SAID 68.197 ACRE TRACT AND SAID HAEDGE HEIRS CEMETERY, THROUGH THE FOLLOWING THREE (3) COURSES AND DISTANCES:

N 15° 53' 23" E, 149.87 FEET (DEED N 19° E, 150 FEET), TO A 5/8 INCH IRON ROD WITH "ACS" CAP FOUND FOR THE NORTHEASTERLY CORNER OF SAID CEMETERY AND AN ELL CORNER OF THIS TRACT OF LAND;

N 74° 07' 04" W, 145.28 FEET (DEED N 71° W, 145.2 FEET), TO A 5/8 INCH IRON ROD FOUND WITH "ACS" CAP FOR THE NORTHWESTERLY CORNER OF SAID CEMETERY TRACT AND AN ANGLE CORNER OF THIS TRACT OF LAND;

S 15° 52' 09" W, PASSING THROUGH A 5/8" IRON ROD WITH "ACS" CAP FOUND AT A DISTANCE OF 129.30 FEET FOR THE NORTHEASTERLY CORNER OF SAID BAUMAN REMAINDER TRACT, CONTINUING FOR A TOTAL DISTANCE OF 149.19 FEET TO A POINT FOR CORNER FOR THE SOUTHWESTERLY CORNER OF SAID CEMETERY AND THE SOUTHEASTERLY CORNER OF SAID BAUMAN REMAINDER TRACT;

THENCE IN A WESTERLY DIRECTION, WITH THE SOUTH LINE OF SAID BAUMAN REMAINDER TRACT AND THE NORTH LINE OF SAID TEXAS OSO TRACT, N 73° 53' 03" W, 1816.64 FEET TO A 3/4" IRON ROD FOUND ON THE EAST LINE OF CEARLEY ROAD, BEING THE SOUTHWEST CORNER OF SAID BAUMAN TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE IN A NORTHERLY DIRECTION, WITH THE WEST LINE OF SAID BAUMAN TRACT, SAID 68.197 ACRE TRACT, SAID 1 ACRE TRACT, AND SAID 10 ACRE TRACT, SAME BEING THE EAST LINE OF CLEARLY ROAD, GENERALLY WITH A FENCE, N 16° 29' 59" E, 2197.87 FEET, TO THE POINT OF BEGINNING AND CONTAINING 80.045 ACRES OF LAND MORE OR LESS.

Tract 2:

Being 0.23 acre of land, more or less, out of the C. M. Campbell Survey, Abstract No. 196, Bell County, Texas, and being that same tract of land described as Tract One in Warranty Deed recorded in Volume 2103, Page 713, Deed Records of Bell County, Texas.

Tract 3:

Being 121.00 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being that same tract of land described in Warranty Deed recorded under Instrument #2014-00032638, Official Public Records of Real Property of Bell County, Texas.

Tract 4:

Being 5.06 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being that same tract of land described in Exhibit B, Page 1 in Warranty Deed recorded in Volume 2635, Page 320, Official Public Records of Real Property of Bell County, Texas.

Tract 5:

Being 9.867 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being that same tract of land described as Tract III in Warranty Deed recorded in Volume 2412, Page 662, Official Public Records of Real Property of Bell County, Texas.

Tract 6:

Being 5.319 acres of land, more or less, out of the J. Campbell Survey, Abstract No. 196, Bell County, Texas, and being that same tract of land described as Tract II in Warranty Deed recorded in Volume 2220, Page 249, Deed Records of Bell County, Texas.

Tract 7:

Being 5.979 acres of land more or less, out of the J. Campbell Survey, Abstract No. 196, Bell County, Texas, and being a portion of that certain 7.872 acre tract of land described in Warranty Deed recorded in Volume 2505, Page 461, Official Public Records of Real Property of Bell County, Texas.

Tract 8:

Being 8.248 acres of land, more or less, out of the J. Campbell Survey, Abstract No. 196, Bell County, Texas, and being a portion of that certain 11.68 acre tract of land described in Warranty Deed recorded in Volume 2465, Page 712, Official Public Records of Real Property of Bell County, Texas.

Tract 9:

Being 45.15 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being a portion of that certain 73.5 acre tract of land described in Warranty Deed recorded in Volume 452, Page 574, Deed Records of Bell County, Texas.

Tract 10:

Being 28.35 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being a portion of that certain 73.5 acre tract of land described in Warranty Deed recorded in Volume 452, Page 574, Deed Records of Bell County, Texas.

Tract 11:

Being 79.336 acres of land, more or less, out of the E. Berry Survey, Abstract No. 56, Bell County, Texas, and being a portion of that certain 86.530 acre tract of land described in Warranty Deed recorded in Volume 4179, Page 752, Official Public Records of Real Property of Bell County, Texas.

Tract 12:

Lot One (1), Block One (1), Temple Industrial Substation, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Plat Year 2014, Number 141, Plat Records of Bell County, Texas.

Tract 13:

Being the 0.915 acre tract designated as a Right-of-Way, Temple Industrial Substation, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Plat Year 2014, Number 141, Plat Records of Bell County, Texas.

EXHIBIT "B"

Form of Phase 1 Completion Report

**BELL COUNTY – TAX ABATEMENT AGREEMENT
PHASE 1 COMPLETION REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Phase 1	Reported Investment in Personal Property for Phase 1	Total Reported Annual Investment for Phase 1
Total	\$	\$	\$

EXHIBIT "C"

Form of Employment Report

(see attached)

**BELL COUNTY – TAX ABATEMENT AGREEMENT
EMPLOYMENT REPORT**

Date:
Company:
Effective Date of Agreement:

Number	Employer	Redacted Employee Number (last 3 digits)	Start Date	Full-Time (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
Average Wage of 40 Employees			\$	

EXHIBIT "D"

Form of Subsequent Investment Report

**BELL COUNTY – TAX ABATEMENT AGREEMENT
SUBSEQUENT INVESTMENT REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Applicable Phase	Reported Investment in Personal Property for Applicable Phase	Total Reported Annual Investment for Applicable Phase
Total	\$	\$	\$

EXHIBIT "E"

Form of Certificate of Compliance

To be filed annually with the County on or before April 30th of each year of an Abatement Period.

CERTIFICATE OF COMPLIANCE

**WITH TAX ABATEMENT AGREEMENT
BETWEEN BELL COUNTY AND POLMER LLC
("Agreement")**

Capitalized terms herein have the same meaning as in the Agreement.

_____, a _____ (the
"Company") hereby certifies that:

Initials _____

- 1) the Project Improvements for Phase ___ have been completed and all improvements for such Phase have been constructed or installed pursuant to said Agreement,
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company,
- 3) Company is in compliance with the Employment Commitment for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials _____

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____