

**WILLIAMSON COUNTY AND TEXAS BULLION DEPOSITORY**

**CHAPTER 381 ECONOMIC DEVELOPMENT  
PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "Agreement") is made and entered into by and between **WILLIAMSON COUNTY**, a Texas political subdivision (hereinafter referred to as "County"), and **LONE STAR TANGIBLE ASSETS, L.P.**, a Texas limited partnership (hereinafter "Company"), for the purposes and considerations stated below:

**WHEREAS**, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "Chapter 381");

**WHEREAS**, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, under the conditions described herein below;

**WHEREAS**, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County;

**WHEREAS**, the County hereby establishes an economic development program and authorizes the making of economic development grants to Company in recognition of the positive economic benefits to the County through Company's construction of a building, as more fully described herein (the "Project");

**WHEREAS**, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County;

**WHEREAS**, the Company intends to construct of an appropriately sized building and other improvements (the "Facility") to be located on a tract of land (the "Property"), as described on the attached **Exhibit "A"** and to increase the taxable value of the Property including the Facility and all furniture, fixtures and equipment located on the Property by at least \$10,000,000;

**WHEREAS**, the Company intends to create up to 160 Full-Time Equivalent positions which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code, and further, is in the best interests of the County.

**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 are hereby acknowledged, the parties agree as follows:

## SECTION 1. TERM.

This Agreement shall be effective until 2025, or possibly at an earlier date, as specified herein.

## SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement:

- (a) Ad Valorem Taxes. The words "Ad Valorem Taxes" shall mean those real and business personal ad valorem taxes paid to the County based on the assessed value of real and personal property within the Project.
- (b) Agreement. The word "Agreement" means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) Company. The word "Company" means Lone Star Tangible Assets, L.P.
- (d) County. The word "County" means Williamson County, Texas. For purposes of this Agreement, County's address is 710 Main Street, Suite 101, Georgetown, TX 78626.
- (e) Full-Time Equivalent Job. The words "Full-Time Equivalent Job" means a job filled by (a) one (1) individual for a period of not less than forty (40) hours per week, or (b) two (2) or more individuals for a period of not less than forty (40) hours per week in the aggregate, each of which may also be a "Part-Time Equivalent Job" if it is filled by one (1) individual for twenty (20) hours per week or less.
- (f) Grant. The word "Grant" means a payment to Company under the terms of this Agreement computed with reference to real property and personal property Ad Valorem Taxes generated by Company, and payable from the County's general revenue fund.
- (g) Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to County as a condition of receipt of any Grant.
- (h) Personal Property Ad Valorem Taxes. The words "Personal Property Ad Valorem Taxes" shall mean those business personal property ad valorem taxes paid to the County based on the assessed value of personal property within the Project as determined by the Williamson County Central Appraisal District, including without limitation, the taxes that may be applied to precious metals or other tangible assets stored in the Facility.
- (i) Property. The word "Property" shall mean the real property as described in Exhibit "A".
- (j) Real Property Ad Valorem Taxes. The words "Real Property Ad Valorem Taxes" shall mean those real property ad valorem taxes paid to the County based on the assessed value of the Property as determined by the Williamson County Central Appraisal District.

### SECTION 3. OBLIGATIONS OF COMPANY.

During the term of this Agreement, Company shall comply with the following terms and conditions:

- (a) In consideration of the County entering into this Agreement, Company will construct the Facility. The Company acknowledges that this Agreement is specifically contingent upon Company's continued operation of the Facility throughout the term of this Agreement. In the event a certificate of occupancy for the Facility is not obtained from the City of Leander by August 31, 2019 (subject to delays of Force Majeure), or if Company discontinues the operation of the Facility prior to the end of the term of this Agreement, then the County may terminate this Agreement after provision of written notice.
- (b) On or before the 1<sup>st</sup> day of March of each calendar year for the term of this Agreement, Company agrees to submit to the County a Grant Submittal Package containing the following:
  - (1) Evidence acceptable to the County that Company has paid by January 31 of each year all of the real and business personal property ad valorem taxes due for the previous tax year on the Project.
  - (2) Unless otherwise agreed by the County and Company, each Grant Submittal Package shall be in a form as approved by the County. If Company shall fail to timely submit a Grant Submittal Package for a particular year, then the County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given to submit the delinquent Grant Submittal Package. The County's determination of the amount of the Grant payment due to Company is final.
- (c) The parties to this Agreement agree that the taxable value of the Property, including the Facility and all furniture, fixtures and equipment located on the Property, will have a minimum base value of Ten Million and No/100 Dollars (\$10,000,000) throughout the term of this Agreement.
- (d) The Company and its affiliates and/or subsidiaries shall provide at the Facility at least 160 Full-Time Equivalent Jobs by the third anniversary after the issuance of a certificate of occupancy from the City of Leander and throughout the term of this Agreement. The Company shall provide to the County an affidavit stating the number of employees employed by the Company at the Facility no later than March 1 of each calendar year during the term of this Agreement. Failure of Company to provide at least 160 Full-Time Equivalent Jobs shall not be considered an event of default unless the number of Full-Time Equivalent Jobs actually provided is less than 100. If the actual number of Full-Time Equivalent Jobs is less than 160 (but equal to or greater than 100), the percentage of the Grant reimbursement will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

#### **SECTION 4. OBLIGATIONS OF COUNTY.**

During the term of this Agreement, so long as an event of default has not occurred and is continuing as set forth in this Agreement (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), County will comply with the following terms and conditions:

- (a) For each calendar year during the term of this Agreement and beginning in tax year after the date on which a certificate of occupancy is issued for the Facility and ending on the fifth tax year after the date on which a certificate of occupancy is issued for the Facility, an amount equal to fifty (50%) percent of the Real Property Ad Valorem Tax revenue paid by Company and attributed solely to the Property shall be tendered from the County's general fund as a Grant by the County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. The County agrees to process any Real Property Ad Valorem Tax Grant payments to Company within sixty (60) days after the County has approved the Grant Submittal Package.
- (b) For each calendar year during the term of this Agreement and beginning in tax year after the date on which a certificate of occupancy is issued for the Facility and ending on the fifth tax year after the date on which a certificate of occupancy is issued for the Facility, an amount equal to one hundred (100%) percent of the Personal Property Ad Valorem Tax revenue paid by Company and attributed solely to Personal Property shall be tendered from the County's general fund as a Grant by the County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. The County agrees to process any Personal Property Ad Valorem Tax Grant payments to Company within sixty (60) days after the County has approved the Grant Submittal Package.
- (c) The above-described Ad Valorem Tax Grant payments shall be paid as described above, so long as Company complies with the terms and condition of this Agreement. After the term has expired, all future Real Property and Personal Property Ad Valorem Taxes shall be retained by the County.
- (d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to the County that all Ad Valorem Tax payments have actually been paid to and received by the County for the Project. If the County, despite reasonable efforts, is unable to verify that the Ad Valorem Tax payments were received by the County, the County is under no obligation to make the Grant payments.

#### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) Failure to Comply with Agreement. Failure to substantially comply with any of the terms and conditions of this Agreement after the opportunity to cure shall constitute an event of default. Company shall have thirty (30) days after receipt of notice of default to cure said default. Failure to cure the default within thirty (30) days after receipt of notice of default may result in the termination of this Agreement by the County.

- (b) **Insolvency.** The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.
- (c) **Delinquent Taxes.** Company agrees that the County has no legal obligation under this Agreement to make any Grant Payments to Company unless County is satisfied that all Ad Valorem Tax Payments due and owing against the Property have been paid.
- (d) **Failure to Cure.** If any event of default by Company shall occur, and if Company fails to cure same in accordance herein, then this Agreement may be terminated and the County's obligations end at that time.

#### **SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.**

County may terminate this Agreement without an event of default by Company and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including case law holding that a Chapter 381 Economic Development Agreement grants such as are included in this Agreement is an unconstitutional debt.

#### **SECTION 7. GRANT RECAPTURE.**

In the event that Company is in default of this Agreement, the County may recapture and collect from Company the Grant payments previously made to Company after providing Company written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Company does not so cure, Company shall pay to the County any Grant payments paid to Company after written notice of the default was received within thirty (30) days after the County makes demand for same. In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the Grant payments as provided generally in the Tax Code for the collection of delinquent property taxes.

#### **SECTION 8. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

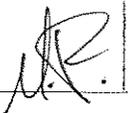
- (c) Assignment. This Agreement shall not be assignable, in whole or in part, unless such assignment is approved in writing by the County, which approval shall not be unreasonably withheld, conditioned or delayed, so long as the assignee has demonstrated to the County's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Company may assign this Agreement in whole without prior County consent to an affiliate or subsidiary that is controlled by, or is under common control with the Company ("Affiliate"). Notwithstanding the foregoing, no assignment shall be effective until written notice of the assignment, including the name and address of the Affiliate, is provided to the County.
- (d) Transfer. The Company has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the County, all or any portion of the Company's right, title, or interest under this Agreement to the Grants (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by the Company without any obligation to investigate or confirm the Transfer.
- (e) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) Effective Date. The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Company and County.
- (h) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.
- (i) 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 war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, 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 obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this

Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (k) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (m) Conditions Precedent. The provisions of this Agreement are conditioned on (i) Company entering into a lease or acquiring the Property, and (ii) on the City of Leander's approval and/ or issuance of the necessary approvals for development and construction of the Project and the use of the Property and the Facility. In the event Company does not enter a lease or acquire title to the Property by August 31, 2018, the Company may terminate this Agreement by providing written notice of termination and the reason therefore, which termination shall be effective on the thirtieth (30<sup>th</sup>) day following the date of the letter. In the event that the City of Leander does not approve and/ or issue the necessary approvals for the Project by March 31, 2018, the Company may terminate this Agreement by providing written notice of termination and the reason therefore, which termination shall be effective on the thirtieth (30<sup>th</sup>) day following the date of such written notice. In the event of termination under this Section, the County and Company shall have no further obligations hereunder. The Company's ability to terminate the Agreement under clause (ii) above, shall expire after the issuance by the City of Leander of all permits necessary to construct the Project and use and occupy the Premises.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

*{Signatures on the following page}*

A handwritten signature in the bottom right corner of the page, consisting of stylized initials and a surname.

**COMPANY:**

**LONE STAR TANGIBLE ASSETS, L.P.**

By: LONE STAR TANGIBLE ASSETS  
MANAGEMENT, LLC, is General Partner

By:   
Name: MATTHEW A. FERRIS  
Title: MANAGER / CHAIRMAN  
Date: NOVEMBER 16, 2017

Address: Lone Star Tangible Assets, LP  
Attn: Matthew Ferris  
1908 Kramer Lane  
Building B, Suite 300  
Austin, Texas 78758

**COUNTY:**

**COUNTY OF WILLIAMSON, TEXAS**

By:   
~~Dan A. Gattis, County Judge~~ *Commissioner Pct 3*  
*Valerie Covey*

Address: Williamson County Judge  
710 Main Street  
Georgetown, Texas 78626

**Attest:**

By:   
Nancy Rister, County  
Clerk

**EXHIBIT A**

**Description of the Property**

**That certain tract or parcel of land containing 10 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in the instrument recorded in Volume 1108, Page 666, Official Public Records of Williamson County, Texas, and generally shown on the attached map.**

*MS*

17-1663

VOL 1198 PAGE 666

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

42350

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

THAT we, FRANK DUBOSE, a/k/a FRANK H. DUBOSE, WARREN L. DUBOSE, JR., and JACK M. DUBOSE, individually and as Partners in CONTINENTAL PRODUCE COMPANY, a Texas General Partnership, and each owning, occupying and claiming other property as his homestead, of the County of Gonzales, State of Texas, and MILDRED M. DUBOSE KIRK of Bexar County, Texas, owning, occupying and claiming other property as my homestead, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of NINETY EIGHT THOUSAND AND NO/100 DOLLARS (\$98,000.00), payable to the order of grantors in annual installments and bearing interest as therein provided, containing the usual clauses providing for the acceleration of maturity and for attorney's fees, the payment of which note is secured by a Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to ROBERT J. WILSON, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto GUNTER J. OSBAHR, TRUSTEE FOR TEN-FOLD-83 JOINT VENTURE, 10305 Mourning Dove, Austin, Texas 78750, all of the following described real property in Williamson County, Texas, to-wit:

10 acres out of the CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, Williamson County, Texas, further described by metes and bounds in Exhibit "A", attached hereto, incorporated by reference herein and made a part hereof for all purposes; subject to the restrictions of record against the herein described property, if any

TO HAVE AND TO HOLD the above described premises, together with all and singular the appurtenances thereto in anywise belonging unto the said grantee, his heirs, successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, successors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 7th day of September, A. D. 1984.

Frank Dubose                      Warren L. Dubose, Jr.  
FRANK DUBOSE                      WARREN L. DUBOSE, JR.

Mildred M. Dubose Kirk                      Jack M. Dubose  
MILDRED M. DUBOSE KIRK                      JACK M. DUBOSE

OFFICIAL RECORDS  
WILLIAMSON COUNTY TEXAS

*Handwritten initials*

THE STATE OF TEXAS  
COUNTY OF Donzale

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by FRANK DUBOSE.

S E A L  
My Commission Expires:  
12/29/87

Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Donzale

This instrument was acknowledged before me on the 13<sup>th</sup>  
day of September, 1984 by WARREN L. DUBOSE, JR..

S E A L  
My Commission Expires:  
12/29/87

Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Donzale

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by JACK M. DUBOSE.

S E A L  
My Commission Expires:  
12/29/87

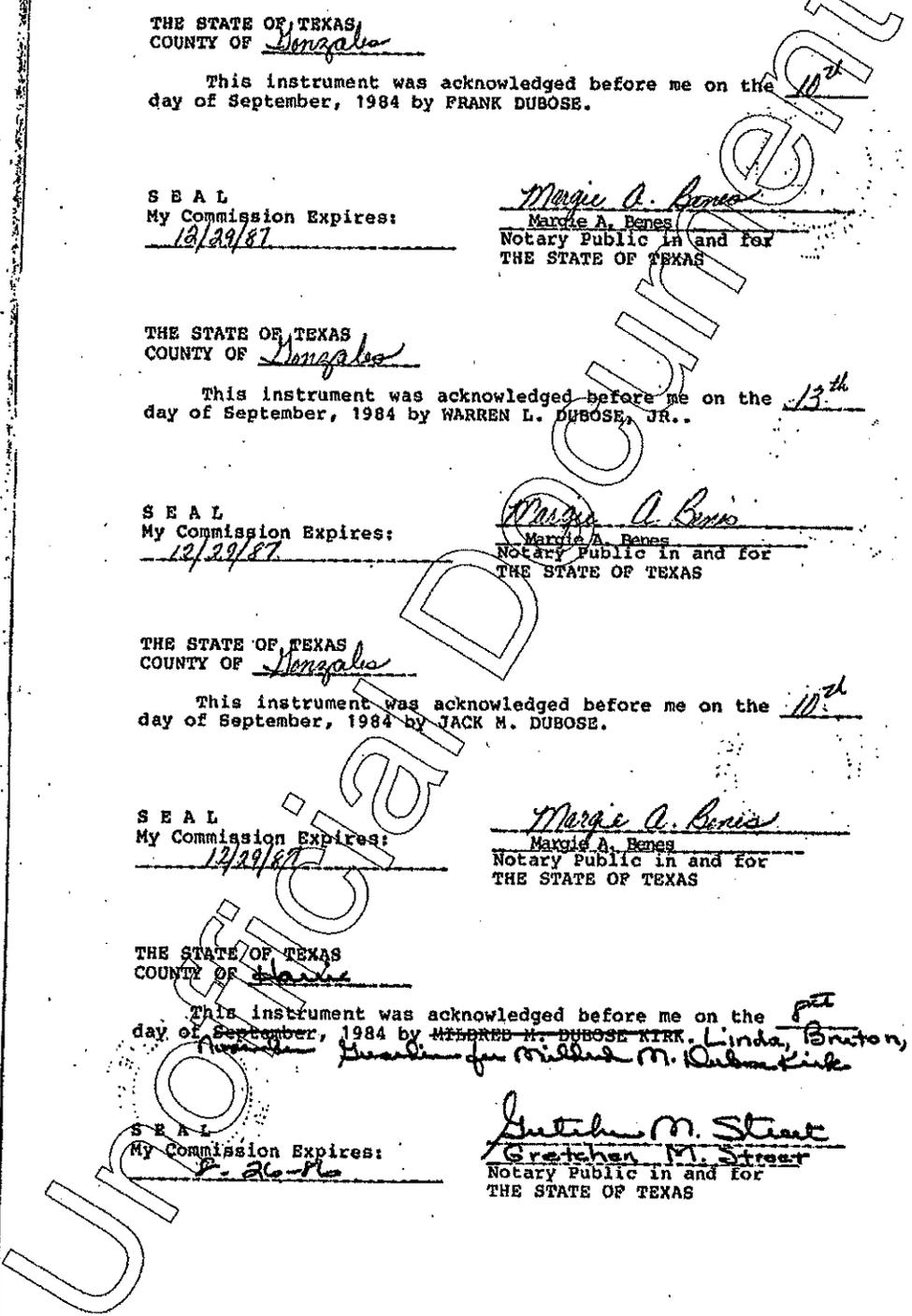
Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Starke

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by ~~WARREN L. DUBOSE, JR.~~ Linda Bruton,  
Assistant Treasurer for Miller M. Dubose Kirk

S E A L  
My Commission Expires:  
12-26-86

Gretchen M. Street  
Gretchen M. Street  
Notary Public in and for  
THE STATE OF TEXAS



*[Handwritten initials]*

Exhibit A

DESCRIPTION FOR CONTINENTAL PRODUCE

BEING 10.00 acres of the Charles Cochran League, Abstract No. 134, in Williamson County, Texas, the same 10.00 acre tract conveyed to Continental Produce in Vol. 663, Page 530, Deed Records of Williamson County, Texas. Surveyed on the ground in July of 1984, by W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin found in the North line of a 40.502 acre tract which is described in Vol. 653, Page 952, at the Northeast corner of the Continental Produce tract referenced above.

THENCE S 19°06' E at 440.48 feet pass an iron pin, continuing in all 725.40 feet to an iron pin found.

THENCE S 70°55' W 628.00 feet to an iron pin found.

THENCE N 14°46' W 727.50 feet to an iron pin found.

THENCE with the South line of a public road, N 70°55' E 573.0 feet to the POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

I, W.F. FOREST, do hereby certify that the above described tract was surveyed on the ground under my supervision and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 24th day of July, 1984, A.D.

*W.F. Forest*

W.F. FOREST

REGISTERED PUBLIC SURVEYOR, NO. 101



STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

DEC 6 1984



*James S. Boylston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD  
DEC -5 PM 4:22

*James S. Boylston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

*Handwritten initials*