

RESOLUTION 2026-034

STATE OF TEXAS §
§ **CHAPTER 380 ECONOMIC DEVELOPMENT**
COUNTY OF CORYELL § **AGREEMENT**

This Chapter 380 Economic Development Agreement (this “Agreement”) is made by and between the City of Gatesville, a Texas home rule municipality (“City”), and GRT-1, LLC, d/b/a Crescent Townhomes, Texas limited liability company (“Company”) (City and Company may be collectively referred to as the “Parties” and singularly as a “Party”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company owns the real property being described as an approximately 8.00 acre parcel of land situated in the William Suggott Survey, Abstract 912, in the City of Gatesville, Coryell County, Texas and being more commonly known as 1015 Old Pidcoke Road, Gatesville Texas (the “Land”); and

WHEREAS, Company intends to develop the Land by constructing thereon a multi-family townhome community in phases, with Phase 1 to consist of 48 townhome dwelling units contained in four (4) buildings, a separate leasing office building, and an associated dog park serving the residents of the community, together with all related streets, sidewalks, parking areas as required by ordinance, landscaping, exterior lighting, monument or entryway signage, and other related infrastructure, all in compliance with all applicable City, local, state and federal rules, regulations, and ordinances (the “Project”); and

WHEREAS, Company has advised City that a contributing factor that would induce Company to construct the Project on the Land and thereafter open and operate the Project as a multi-family townhome community with associated leasing office and dog park available for lease by the public would be an agreement by City to provide economic development grants to Company as set forth herein; and

WHEREAS, City has adopted programs for promoting economic development and this Agreement and the economic development incentives set forth herein are given and provided by City pursuant to and in accordance with those programs; and

WHEREAS, City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in City; and

WHEREAS, City has determined that making economic development grants to Company in accordance with this Agreement is in accordance with City Economic Development Program and will: (i) further the objectives of City; (ii) benefit City and City’s inhabitants; (iii) promote



local economic development and stimulate business and commercial activity in City, (iv) generate additional sales tax, (v) create employment opportunities, and (vi) enhance the property tax base and economic vitality of City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Annual Grants” shall mean seven (7) consecutive annual economic development grants to be provided by City to Company in accordance with the terms of this Agreement, each in an amount equal to the following percentages of the ad valorem taxes assessed by City against the Property (not including the Land or Tangible Personal Property situated thereon) and collected by City for the applicable Grant Year:

<u>Grant Year</u>	<u>Percentage</u>
Grant Year 1	100%
Grant Year 2	90%
Grant Year 3	80%
Grant Year 4	70%
Grant Year 5	60%
Grant Year 6	50%
Grant Year 7	40%

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of a receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the capitalized cost incurred and paid by Company to complete the Project on the Land.

“Commencement Date shall mean the date the certificate of occupancy for the Phase 1 Townhomes has been issued by City.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for Project; (ii) all necessary permits for the construction and/or installation of

the Project pursuant to the respective plans therefor having been issued by all applicable governmental authorities; and (iii) construction and/or installation work on the Project has commenced.

“Company” shall mean GRT-1, LLC, d/b/a Crescent Townhomes, a Texas limited liability company.

“Company Affiliate” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Company. The term “control” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

“Completion of Construction” shall mean that: (i) the construction of the Project has been substantially completed; (ii) the certificate of occupancy for the Project and the Phase 1 Townhomes has been issued by the City; and (iii) the Phase 1 Townhomes are open and operating for the Required Use on the Land.

“Conditions Precedent” shall have the meaning set forth in Section 6.21.

“Effective Date” shall mean the last date of execution hereof by the Parties.

“Expiration Date” shall mean the ninth (9th) anniversary of the Commencement Date.

“Fee Grants” shall mean an economic development grant to be provided by City to Company in the form of (1) a waiver of one hundred (100%) percent of the fees charged by the City for plan reviews and inspections performed by the City’s third-party engineer for the Project, and (2) a waiver of fifty (50%) percent of the fees charged by the City for plan reviews and inspections performed by City staff for the Project as the same become due and payable by Company.

“Force Majeure” shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Property is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any

such circumstances are similar to any of those enumerated or not, in which case 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 performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

“Grant Year” shall mean a given Tax Year, except the “First Grant Year” shall mean the Tax Year beginning January 1, 2029.

“Grants” shall collectively mean the Annual Grants and the Fee Grants.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen, and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or any property or any business owned by Company within City.

“Land” shall mean the approximately 8.00 acre parcel of land situated in the William Suggott Survey, Abstract 912 in the City of Gatesville, Coryell County, Texas and being more commonly known as 1015 Old Pidcoke Road, Gatesville Texas.

“Payment Request” shall mean a written request from Company to City for payment of the applicable Annual Grant, which request shall be accompanied by copies of tax statement and receipts and/or other evidence reasonably satisfactory to City to establish that the ad valorem taxes assessed by City against the Property has been timely paid for such Grant Year and copies of invoices, bills, receipts, invoices, and such other evidence of the costs incurred and paid by Company evidencing the Capital Investment completed to date.

“Permitted Closures” means and includes any closures (i) occurring on any nationally of State recognized holiday on which the Business is closed or has limited operations; (ii) periods of scheduled maintenance, repairs, upgrades, or renovations to the Business, the Remodeled Building or the Property, provided that such closures or disruptions are planned and communicated in advance in writing to City (a “Closure Notice”) and, if such closure is planned to exceed more than ten (10) consecutive days, is approved in writing by City, which consent shall not be unreasonably withheld, delayed, or denied, and, if not denied on or before the tenth (10th) day after delivery of the Closure Notice, will be deemed to be approved; and (iii) resulting from a Force Majeure event providing the notices required in the definition of “Force Majeure” above are timely delivered.

“Phase 1 Townhomes” shall mean Project, after Completion of Construction, open and operating for the Required Use.

“Project” shall mean the design, engineering, and construction on the Land of a Phase 1 of a multi-phase multi-family townhome community, with Phase 1 consisting of 48 townhome dwelling units contained in four (4) buildings, a separate leasing office building, and an associated dog park serving the residents of the community, together with all related streets, sidewalks, parking areas as required by ordinance, landscaping, exterior lighting, monument or entryway signage, and other related infrastructure, all in compliance with all applicable City, local, state and federal rules, regulations, and ordinances and with the site plan attached hereto and incorporated herein by this reference as Exhibit “A.”

“Project Commencement Date” shall mean the date that is ten (10) business days after City approval and execution of this Agreement.

“Property” shall collectively mean the Land and the Phase 1 Townhomes.

“Related Agreement” shall mean any agreement (not including this Agreement) by and between City and Company or any Company Affiliate.

“Required Use” shall mean the continuous ownership and operation of the Property as a multi-family townhome community with associated leasing office and dog park, and all related streets, sidewalks, required parking, exterior lighting, landscaping, signage, and related infrastructure, open to and leasing townhome dwelling units to the public.

“State of Texas” shall mean the Office of the Texas Comptroller of Public Accounts, or its successor.

“Substantial Change in Ownership or Control” means (i) a merger or consolidation approved by the Company’s stockholders in which fifty percent (50%) or more of the Company’s outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction; (ii) any stockholder-approved sale, transfer, or other disposition of all or substantially of the Company’s assets in complete liquidation or dissolution of the Company; or (iii) the acquisition, directly or indirectly, by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or under common control with the Company) of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1936) or fifty percent (50%) or more of the Company’s outstanding securities.

“Tangible Personal Property” shall have the meaning assigned by Section 1.04 of the Tax Code which shall not include Freeport Goods and Goods in Transit located at the Property.

“Tax Year” shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Items” shall mean both “taxable items” and “taxable services” as those terms are defined by Chapter 151, Texas Tax Code, as amended.

“Taxable Value” shall mean the appraised value as certified by the Coryell County Appraisal District, or its successor, as of January 1 of the given Tax Year.

Article I Term

The term of this Agreement (the “Term”) shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Conditions to Economic Development Grants

The obligation of City to pay the Grants shall be conditions upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions:

3.1 Construction Plans. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the Project. Prior to Commencement of Construction, Company shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within ten (10) business days following the Project Commencement Date.

3.2 Construction of the Project. Subject to the terms and conditions of this Agreement, Company agrees to cause the Project to be designed and constructed on the Land in accordance with the approved construction plans and this Agreement. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Project to occur on or before one (1) year after the Project Commencement Date, and subject to events of Force Majeure, cause Completion of Construction of the Project to occur on or before one (1) year after Commencement of Construction.

3.3 Casualty and Condemnation. If the Project or any portion thereof is damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion thereof and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Project to substantially the condition it was in before the Casualty.

3.4 Capital Investment. The total Capital Investment by the Company in the Project shall be at least \$7,748,000.00. The Company shall within sixty (60) days after the date of Completion of Construction of the Project provide City with copies of invoices, bills, receipts, and

such other evidence of costs incurred and paid by Company evidencing the Capital Investment for the Project.

3.5 Required Continuous Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date the Property shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Property in conformance with the Required Use to cease for more than thirty (30) days, except in connection with and to the extent of an event of Casualty or Force Majeure.

3.6 Continuous Ownership. Company or Company Affiliate shall, beginning on the Commencement Date and continuing thereafter until the Expiration Date, continuously own the Property; provided, however Company may sell or transfer the Property in whole and not in part to a legal entity which will continue to operate the Property for the Required Use for the period required by this Agreement, provided: (i) Company provides sixty (60) days prior written notice thereof to City; and (ii) Company has assigned this Agreement to such party in accordance with Section 6.1 hereof. In such event the subsequent owner shall be required beginning on the date of such sale or transfer to continuously own the Property continuing thereafter until the Expiration Date.

3.7 Payment Request. Company shall, as a condition precedent to the payment of each Annual Grant, provide the City with the applicable Payment Request.

Article IV Grants

Subject to the continued satisfaction of all the terms and conditions of this Agreement and the obligation of Company to repay the Grant pursuant to Article V hereof, City agrees to provide Company with the Grants to be paid as set forth herein.

4.1 Annual Grants.

(a) Annual Grant Payment. Subject to the continued satisfaction of all of the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grants pursuant to Article V hereof, City agrees to provide Company with seven (7) consecutive Annual Grants beginning with the Tax Year that commences January 1, 2029. Company shall submit a Payment Request for the Annual Grant on or before March 1 of each calendar year (or the immediately following business day if March 1 is not a business day) but no later than 30 days thereafter, beginning March 1 of the calendar year following the First Grant Year. Such Annual Grants shall be paid by City to Company within thirty (30) days after City's receipt of the applicable Payment Request, provided City has timely received payment of City ad valorem taxes assessed against the Property in full for the respective Grant Year (i.e., the Tax Year immediately preceding the year in which an Annual Grant is to be made) (with it being understood that the immediately preceding Tax Year is used to determine the amount of the Annual Grant) prior to the delinquency date. If Company fails to timely submit a Payment Request for an Annual Grant within such 30-day period, such failure shall not constitute a breach or default of this Agreement subject

to termination and repayment of the Annual Grants as provided in Article V hereof, but shall operate as a forfeiture of such Annual Grant for such Grant Year. If such a forfeiture occurs for any Grant Year, Company will still be eligible to receive the Annual Grants for the subsequent Grant Years provided Company is otherwise not in breach or default of this Agreement or a Related Agreement.

(b) Real Property Tax Protest. In the event Company or another party timely and properly protests or contests (including any motion to correct the appraisal roll) the Taxable Value and/or the taxation of the Property or portion thereof with the Coryell County Appraisal District (or its successor) (“Property Tax Protest”), the obligation of City to provide the Annual Grant for such Grant Year shall be delayed until a final determination has been made of such protest or contest. In the event the Property Tax Protest results in a final determination that changes the amount of ad valorem taxes assessed and due for the Property after any Annual Grant has been paid for such Grant Year, the Annual Grant for such Grant Year shall be adjusted (increased or decreased as the case may be) accordingly on the date of payment of the next Annual Grant or within thirty (30) business days after such determination in the event no further Annual Grant is due under the Agreement.

(c) Refunds and Underpayments of Annual Grants. In the event City reasonably determines that the amount of any Annual Grant paid by City to Company was greater than the correct amount to which Company was entitled, Company shall, within sixty (60) calendar days after receipt of written notification thereof from City specifying the amount by which such Annual Grant exceeded the correct amount to which Company was entitled (together with such records, reports and other information necessary to support such determination), pay such amount to City. If City or Company reasonably determines that the amount by which such Annual Grant was less than the correct amount to which such Company was entitled (together with such records, reports, and other information necessary to support such determination), City shall, within sixty (60) calendar days after such determination, pay the adjustment to Company.

4.2 Fee Grant – Subject to the Company’s continued satisfaction of all the terms and conditions of this Agreement, and the Company’s obligation to repay the Grants pursuant to Article V hereof, the City agrees to provide the Fee Grants as defined herein. The Parties agree that in the event of termination of this Agreement requiring repayment under Article V, the value of each fee waived as a Fee Grant under this section 4.2 shall be included in the calculation of the amount of required repayment to City by Company.

4.3 Current Revenue. The Grants shall be paid solely from annual appropriations from City’s general funds or from such other City funds as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution; provided, however, that the City agrees to make good faith efforts to appropriate funds each year to pay the Grants for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to provide the value of or pay any Grants except as allowed by law. The City shall not be required to pay or provide the value of any Grants if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

4.4 Grant Limitations. Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of City's obligations under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

Article V Termination

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon the occurrence of any one or more of the following:

- (a) Written agreement signed by both of the Parties terminating this Agreement;
- (b) On the date of termination set forth in a written notice provided by either Party to the other Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement, and such breach is not cured within sixty (60) days after written notice thereof; provided however in the event the breach cannot be reasonably cured within such 60-day period, the time period to cure such breach shall be extended for an additional thirty (30) days;
- (c) On the date of termination set for in a written notice provided by City to Company if Company suffers an event of Bankruptcy or Insolvency and as a result thereof is unable to fully comply with Company's obligations set forth in this Agreement;
- (d) On the date of termination set forth in a written notice by City to Company, if any Impositions owed to City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
- (e) On the date of termination set forth in a written notice by either Party to the other Party if the Party providing notice becomes aware of any subsequent Federal or State legislation or any final non-appealable decision of a court of competent jurisdiction declaring or rendering this Agreement invalid, illegal, or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by City pursuant to Section 5.1 (b), (c), (d) or (e), Company shall within ninety (90) days after receipt of notice of termination refund to City :

- (a) An amount equal to one hundred (100%) percent of the cumulative total value of the Grants paid by City to Company under this Agreement, with interest as set forth in subsection (c) below, if the termination occurs prior to Commencement Date, as that term is defined herein;
 - (b) An amount equal to one hundred (100%) of the cumulative total value of the Grants paid by City to Company under this Agreement in the then-current Grant Year and the prior three Grant Years, with interest as set forth in subsection (c), if the termination occurs after the
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Commencement Date;

- (c) Interest on any amounts paid (refunded) under subsection (a) and/or (b) of this section 5.2 at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate) from the date on which each of the Grants are paid by City until each such Grant is refunded by Company. The repayment obligation of Company set forth in this section shall survive termination.

5.3 Right of Offset. City may, at its option, offset any amounts due and payable under this Agreement or a Related Agreement against any debt (including taxes) lawfully due to City from Company regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether the debt due City has been reduced to judgment by a court,

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective Parties. This Agreement may not be assigned by Company without the prior written consent of City; provided however Company may assign this Agreement in connection with the sale of the Property in whole and not in part to a Company Affiliate which will continue to operate the Business on the Property, provided: (i) the Company provides sixty (60) days prior written notice thereof; and (ii) such assignee expressly assumes the obligations and liabilities of Company in writing in a form reasonably approved by the City.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

6.4 Representations of Company. Company hereby represents and warrants to City that as of the Effective Date:

- (a) Company is duly organized and existing and in good standing as a limited liability company under the laws of the State of Texas and is in good standing in the State of Texas. Company is registered with the Texas Secretary of State and authorized to transact business in the State of Texas.

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

(c) This Agreement has been duly authorized, executed and delivered by Company and constitutes a legal, valid and binding obligation of Company, enforceable in accordance with its terms.

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

(e) Company will acquire all necessary rights, licenses, permits and authority to carry on its business in the State of Texas and to maintain all such necessary rights, licenses, permits, and authority for the duration of this Agreement.

(f) To Company's knowledge, no litigation or governmental proceeding is pending, threatened against, or affecting Company that is reasonably anticipated to result in any material adverse change in Company's business, properties, or operation and that no consent, approval, authorization, registration, or declaration with any governmental authority is required in connection with the execution of or transactions in this Agreement.

(g) There are no bankruptcy proceedings currently pending or contemplated by Company, and Company has not been informed of any potential involuntary bankruptcy proceedings.

(h) Company will timely pay all taxes due and owing by it to all taxing authorities having jurisdiction, including all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

(i) Company will notify City in writing within thirty (30) days after any changes in ownership, board chairman, president, CEO, area manager, or any other key personnel occurring during the Term and/or any Substantial Change in Ownership or Control of Company's current legal form of business during the term.

(j) Company will comply fully with all applicable state and federal law, including not discriminating against any person on the basis of race, color, national origin, sex, or disability.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as is designated by the applicable Party from time to time) or on the day received as sent by courier or

otherwise hand delivered and regardless of whether mailed, couriered or hand delivered a concurrent copy of any notice sent to Company shall be sent via email transmission.

If intended for City, to:

City of Gatesville Texas
Attn: Bradford Hunt, City Manager
803 E. Main Street
Gatesville, Texas 76528

With a copy to:

Victoria Thomas
City Attorney
Nichols | Jackson LLP
500 N. Akard St., Ste. 1800
Dallas, Texas 75201

If intended for Company, to:

GRT-1, LLC, d/b/a Crescent Townhomes
Attn: Andy Hansen, Managing Member
P. O. Box 65
Stephenville, TX 76401

6.6 Entire Agreement. This Agreement, together with the other agreements listed in the definition of Conditions Precedent, is the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto or as that are otherwise expressly identified and described in this Agreement as being an agreement to be entered concurrently with or subsequent to this Effective Date of this Agreement.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to the application of any conflict of laws doctrines. Venue for any action concerning this Agreement shall be in the State District Court of Coryell County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Courts.

6.8 Compliance with Applicable Law. Company shall comply with all applicable state, federal and local laws, including all applicable City ordinances, regulations, and Codes in the development of the Land, the construction of the Project and the operation of the Project.

6.9 Amendment. This Agreement may be amended solely by the mutual written signed agreement of the Parties.

6.10 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be illegal, invalid, or unenforceable, a

provision will be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision held to be illegal, invalid or unenforceable.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

6.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in facsimile or electronically transmitted portable document format (“.PDF”) or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the parties in person.

6.13 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

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

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Grants and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

6.16 Prohibition of Boycott of Israel. Company verifies that it does not boycott Israel and agrees that during the term of this Agreement it will not boycott Israel as that term is defined in Texas Government Code section 808.001, as amended.

6.17 Prohibition of Boycott of Energy Companies. Company verifies that it does not Boycott energy companies and agrees that during the term of this Agreement it will not boycott energy companies as these terms are defined in Texas Government Code Section 809.001, as amended. This section does not apply if Company is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement

6.18 Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. Company verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. This section only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Company is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract

with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

6.19 Prohibition of Engagement in Business with Iran, Sudan, or Foreign Terrorist Organization. Company verifies that is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or 2253.153, as amended and that should Company enter into a contract that is on said listing of contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, it will immediately notify the City of Gatesville.

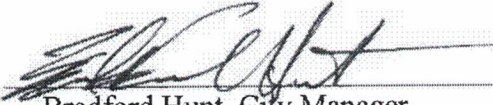
6.20 Prohibition of Ownership by Country Designated as a Threat to Critical Infrastructure. Company verifies that it will not grant direct or remote access to, or control of, critical infrastructure of this State to and that it, or a majority of stocks or other ownership interest of the Company is not held or controlled by individuals who are citizens of, or by companies who are owned or controlled by the governments of, China, Iran, North Korea, Russia or any other country designated by the Governor of the State of Texas as a threat to critical infrastructure.

6.21 Conditions Precedent. This Agreement is expressly subject to, and the obligations of the Parties are expressly conditioned upon the satisfaction of the following conditions precedent (i) the approval of the Agreement by the City Council of the City of Gatesville, Texas (by majority vote).


[Signature Page to Follow]

EXECUTED this 25 day of March 2026.

CITY OF GATESVILLE, TEXAS

By: 
Bradford Hunt, City Manager

ATTEST:


Holly Owens, City Secretary, TRMC



APPROVED AS TO FORM:

Victoria Thomas City Attorney

EXECUTED this 11th day of April 2026.

GRT-1, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: 
Andy Hansen, Managing Member

EXECUTED this 25 day of March 2026.

CITY OF GATESVILLE, TEXAS

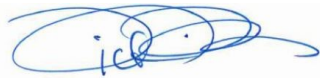
By: 
Bradford Hunt, City Manager

ATTEST:


Holly Owens, City Secretary, TRMC



APPROVED AS TO FORM:


Victoria Thomas City Attorney

EXECUTED this ___ day of _____ 2026.

GRT-1, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____
Andy Hansen, Managing Member

EXECUTED this 25 day of March 2026.

CITY OF GATESVILLE, TEXAS

By: 
Bradford Hunt, City Manager

ATTEST:


Holly Owens, City Secretary, TRMC



APPROVED AS TO FORM:

Victoria Thomas City Attorney

EXECUTED this ___ day of _____ 2026.

GRT-1, LLC, A TEXAS LIMITED LIABILITY COMPANY

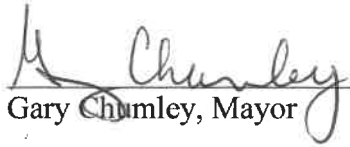
By: _____
Andy Hansen, Managing Member

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GATESVILLE:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Gatesville, Texas, this the 24 day of March, 2020, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A, Government Code, § 551.001 *et seq.*

APPROVED



Gary Chumley, Mayor

ATTEST:



Holly Owens, City Secretary



EXHIBIT A
(Project Site Plan)
[to be attached here]

