MEETING NOTICE
COMMISSIONERS COURT
BRAZORIA COUNTY

Tuesday, March 10, 2026 **9:00 AM** **Commissioners Courtroom**

Regular Session

Notice is hereby given that the Brazoria County Commissioners Court will hold a meeting at the Brazoria County Courthouse Campus – Administration Building, 237 East Locust St., 2nd Floor Room #205, Angleton, Texas. At said meeting the Court will deliberate, discuss, consider and/or take final action on any or all of the following matters:

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER LINDER

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - February 24, 2026 9:00 AM

E. PUBLIC APPEARANCES

To accommodate all members of the public and ensure full public input, members of the public may address the Court concerning any item before the Court prior to the Court's consideration of the item and/or any other matter of concern. Pursuant to Commissioners Court Order 7.C.1, dated January 28, 2020, a member of the public may address the Court for a total period of time not to exceed five (5) minutes. A member of the public who addresses the Court through a translator may address the Court for a total period of time not to exceed ten (10) minutes. If a member of the public inquires about a subject for which there is not an item on the meeting agenda or for which notice has not been given pursuant to Texas Government Code chapter 551, the Court may furnish specific factual information or recite existing policy in response to the inquiry. However, any deliberation or decision about the subject of the inquiry must be limited to a proposal to place such subject on the agenda for a subsequent meeting.

F. PROCLAMATIONS/RESOLUTIONS

F.1. Proclamation - Alpha Kappa Alpha Sorority Inc.® - Psi Mu Omega Day

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

County Clerk

H.1. Rescind Court Order H.5 Dated February 10, 2026 Cancel Services with BridgePay/CORE

District Attorney

H.2. Amended Courthouse Attorney Access Card Policy

H.3. Appointment of Tax Abatement Review Committee - County Judge

H.4. Appointment of Tax Abatement Review Committee - Precinct 2

Sheriff's Office

H.5. 2025 Racial Profiling Report

Airport

H.6. Out of State Travel

H.7. Texas Gulf Coast Regional Airport T-Hangar Waitlist Policy

Auditor

H.8. Auditor’s Monthly Report - January 2026

H.9. FY 2026: Line Item Transfer

H.10. FY 2026: Record Budget for Other Funds

H.11. Resolution - FY26 State Homeland Security Program

H.12. FY 2026: Record Budget for Other Funds

Engineer

H.13. Exception to Subdivision Platting for 1825 Land Group, LLC (Precinct 4)

H.14. Exception to Subdivision Platting for The Feed Store and More, LLC (Precinct 4)

H.15. Conditional Acceptance of Roads - Windrose Green Section 6 - Abstract # 318 (Precinct 2)

H.16. Exception to Subdivision Platting for Brenda Stewart Gregurek (Precinct 4)

H.17. City of Iowa Colony Expansion of Extraterritorial Jurisdiction (County Road 758 - Duke Road Right of Way)

H.18. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.19. Replacement of Signs at Columbia Lakes (Precinct 4)

H.20. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 100 (Precinct 2)

Environmental Health

H.21. Issuance of OSSF Permit within Brazoria County Freshwater Supply District #1 (BCFWSD #1) Boundaries - (Precinct 4)

Health

H.22. Out of State Travel

Human Resource

H.23. New Position - Constable Precinct 2

Parks

H.24. Construction License Agreement with United States Army Corps of Engineers (USACE)

H.25. Amendment to General Land Office (GLO) Agreement for Surfside Jetty Park Project

Purchasing Department

H.26. Renewal of Property Insurance

H.27. Renew RFP #24-20 On-Call Administration and Technical Services for HUD Funded Community Development Projects

H.28. Proposal for Digitization of Historical Case Files - District Clerk

Toll Road Authority

H.29. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for December 2025

Veterans

H.30. Out of State Travel

I. DISCUSSION

District Attorney

I.1. Open Public Hearing on the Creation of Brazoria County Reinvestment Zone No. 26-01

I.2. Close Public Hearing on the Creation of Brazoria County Reinvestment Zone No. 26-01

I.3. Creation of Brazoria County Reinvestment Zone No. 26-01

I.4. Open Public Hearing on the Tax Abatement Application of Bulldog Power LLC

I.5. Close Public Hearing on the Tax Abatement Application of Bulldog Power LLC

I.6. Granting Tax Abatement of Bulldog Power LLC

I.7. Open Public Hearing on the Tax Abatement Application of Bulldog Power 2 LLC

I.8. Close Public Hearing on the Tax Abatement Application of Bulldog Power 2 LLC

I.9. Granting Tax Abatement of Bulldog Power 2 LLC

I.10. Open Public Hearing on the Tax Abatement Application of Old Ocean Datacenter LLC

I.11. Close Public Hearing on the Tax Abatement Application of Old Ocean Datacenter LLC

I.12. Granting Tax Abatement of Old Ocean Datacenter LLC

I.13. Open Public Hearing on the Tax Abatement Application of Old Ocean Datacenter 2 LLC

I.14. Close Public Hearing on the Tax Abatement Application of Old Ocean Datacenter 2 LLC

I.15. Granting Tax Abatement of Old Ocean Datacenter 2 LLC

Treasurer

I.16. Treasurer’s Monthly Cash and Investment Report for December 2025

Fire Marshal

I.17. Brazoria County Fire Code - 2024 International Fire Code

I.18. Brazoria County Fire Code - Local Amendments

Purchasing Department

I.19. Award RFP #26-19 Disaster Monitoring Services

Department Heads

J. CLOSED MEETING

The Commissioners Court will conduct a closed meeting under the following section or sections of V.T.C.A. Government Code, Chapter 551, subchapter D.; (After which the Court will reconvene in open session and may take any action deemed necessary based on discussion in closed meeting).

Texas Govt Code 551.071

Consultation with attorney in respect to pending or contemplated litigation, settlement offers, and matters where duty of public body's counsel to client, pursuant to code of professional responsibility of the State Bar of Texas, clearly conflicts with this chapter.

J.1. Discuss Potential Litigation

J.2. Potential Litigation - Cullen RV Resort, LLC

Texas Govt Code 551.072

Deliberation concerning the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

J.3. Deliberation Regarding Real Property -CR 58 and Angelina Drive, Pearland

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

L. M. "Matt" Sebesta, Jr.
Brazoria County Judge

The Brazoria County Commissioners Court is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the Office of the County Judge at (979)-864-1200 at least 24 hours in advance if accommodation is needed.

NOTE: ITEMS WILL NOT NECESSARILY BE PRESENTED IN THE ORDER THEY ARE POSTED

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **3/10/2026**

Commissioners Court Special Session - February 24, 2026 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **3/10/2026**

Proclamation - Alpha Kappa Alpha Sorority Inc.® - Psi Mu Omega Day

Approve the Proclamation designating March 19, 2026 as Alpha Kappa Alpha Sorority Incorporated® - Psi Mu Omega Day in Brazoria County.

PROCLAMATION

WHEREAS, Psi Mu Omega is a subsidiary chapter of Alpha Kappa Alpha Sorority, Incorporated®, the oldest Greek-letter sorority established by nine visionary young African American college women on the campus of Howard University on January 15, 1908; and

WHEREAS, Psi Mu Omega, the 127th Alpha Kappa Alpha Sorority, Incorporated® Chapter chartered in the South-Central Region, and the first in Brazoria County, was chartered on March 19, 2011 by a group of 26 like-minded college trained women:

Deborah Anderson
Detra Boykin
Robin Burgess
Tranita Carroll
Angela Ford-Castille
Carolyn Coleman
Brenda Hudson Cooper
Adfanie Gray
Coffy Gray
Karen Hebron
Adeola Heyliger
L'Sheryl Hudson
Desiree' Irby
Erika Jackson
Rita Jackson
Carolyn Jones
Valeria Jones
Demetria Lewis
Stephanie Mack
Carol Lanneau-Parker
Yolanda Prier
Melanie Rodney
Harriet Stewart
Glenda Taylor
Charlotte Washington
Andrea Williams

WHEREAS, sorority members show passion to provide service to the Brazoria County through their initiatives that include Empowering Families, Advocating for Social Justice, Building Economic Wealth, Enhancing our Environment and Uplifting the Community.

NOW, THEREFORE, Brazoria County Commissioners Court does hereby proclaim March 19, 2026, as

ALPHA KAPPA ALPHA SORORITY INCORPORATED®
PSI MU OMEGA DAY

in Brazoria County, Texas. The date in which our local chapter will celebrate its 15th Anniversary.

We wish to recognize these members and expresses our sincere gratitude for your IMPACT (Inspiring Meaningful Performance Across Communities Together) of service within Brazoria County.

APPROVED this 10th day of March, 2026.

Brazoria County Judge
L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1
Jay Burridge

Commissioner, Precinct 2
Ryan Cade

Commissioner, Precinct 3
Stacy L. Adams

Commissioner, Precinct 4
David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **3/10/2026**

Rescind Court Order H.5 Dated February 10, 2026 Cancel Services with BridgePay/CORE

Rescind Court Order H.5 dated February 10, 2026 authorizing the Brazoria County Clerk to notify BridgePay/CORE (Formerly Automated Merchant Systems) that Brazoria County is not renewing the contract signed February 19, 2019.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **2/10/2026**

Cancel Services with BridgePay/CORE

The Brazoria County Clerk is authorized to execute all documents necessary to notify BridgePay/CORE (Formerly Automated Merchant Systems) that it Brazoria County is electing not to renew the contract signed February 19, 2019 pending final review by the Brazoria County District Attorney's Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **3/10/2026**

Amended Courthouse Attorney Access Card Policy

The Court adopts the amended Brazoria County Courthouse Attorney Access Card Policy, attached hereto as Exhibit “1,” in accordance with Texas Local Government Code section 291.010. The Court further approves the Access Card Applications, attached hereto as Exhibit “2.”

The County Judge is authorized to execute any documents necessary to carry out this Order.

EXHIBIT

1

Brazoria County Courthouse Attorney Access Card Policy

A. SUMMARY

The Brazoria County Courthouse Attorney Access Card Policy is adopted by the Brazoria County Commissioners Court pursuant to Texas Local Government Code section 291.010. The purpose of this policy is to establish procedures for licensed attorneys who practice law in the Brazoria County Courthouse (the "Courthouse") to obtain access cards (the "Attorney Access Card") permitting cardholders to access the Courthouse as provided in this policy, while ensuring public safety and security for the citizens and employees of Brazoria County.

The Attorney Access Card is a privilege extended to licensed attorneys who are in good standing with the State Bar of Texas, meet the eligibility requirements of this policy, and use the Attorney Access Cards in accordance with the terms of this policy.

B. CONTENT

C.1 – Agreement with Brazoria County Bar Association
C.2 – Application and Fees
C.3 – Background Check
C.4 – Access Locations and Times
C.5 – Program Rules
C.6 – Suspension or Revocation of Privileges
C.7 – Administrative Requirements

C. POLICY

1. Agreement with Brazoria County Bar Association

a. Prior to implementation of this policy, Brazoria County (the "County") and the Brazoria County Bar Association shall enter into an agreement under which the Brazoria County Bar Association shall agree to distribute and make available Attorney Access Card applications to eligible members, educate Brazoria County Bar Association members on policies and procedures related to applying for and participating in the Attorney Access Card program, act as a communication liaison between the County and Brazoria County Bar Association members regarding the Attorney Access Card program, and provide the County information to assist in determining applicant eligibility.

2. Application and Fees

a. Attorneys who are (1) licensed to practice law in the State of Texas, (2) in good standing with the State Bar of Texas, and (3) members of the Brazoria County Bar Association or another bar association based in Brazoria County and operated for the purpose of serving the legal profession in Brazoria County may apply to the division of the Brazoria County Sheriff's Office (the "Sheriff's Office") assigned to provide security services to the Courthouse ("Courthouse Security") requesting admission to the Attorney Access Card program.

b. Courthouse Security shall develop an application, accept, and process all submitted applications, determine program eligibility, and otherwise administer the Attorney Access Card program under this policy.

c. A copy of this policy shall be provided to any person submitting an application for an Attorney Access Card. The applicant shall acknowledge receipt of the policy in writing.

d. A non-refundable fee of $50 shall be included with each submitted application.

e. An Attorney Access Card shall apply only to the calendar year in which the card was issued, regardless of when during the calendar year the card was issued. Each Attorney Access Card shall automatically expire at the end of the calendar year for which it was issued, unless terminated earlier under this policy. A cardholder wishing to renew an Attorney Access Card may submit an application on or after December 15th and pay the applicable annual, non-refundable fee. Expired Attorney Access Cards must be returned to Courthouse Security before a new card will be issued.

f. A non-refundable fee of $15 will be required to replace a lost Attorney Access Card.

g. All payments under this policy shall be delivered to the Brazoria County Treasurer's Office. Applicants shall provide Courthouse Security a receipt from the Treasurer's Office evidencing payment. All payments shall be made to "Brazoria County."

h. Fees received through this program shall be used to support this and other security related programs at the Courthouse.

i. An individual who assists an attorney with a disability who (1) requires assistance while entering the Courthouse and (2) has been issued an Attorney Access Card may apply for an Access Card in the same manner as provided under this policy. An individual issued an Access Card under this provision may access the Courthouse as provided in this policy only when accompanying the attorney identified in the individual's application. An individual applying for an Access Card under this provision shall not be required to pay an application fee. An Access Card issued under this provision shall denote that the individual is not an attorney. In the event an attorney no longer receives assistance from an individual issued an Access Card under this provision, the attorney and individual shall immediately notify and return the Access Card to Courthouse Security. All other provisions of this policy shall apply to an individual who applies for and/or is issued an Access Card.

3. Background Check

a. Any person wishing to apply for an Attorney Access Card must consent to a background check. Upon receipt of a completed application and fees, Courthouse Security shall conduct a background check of the applicant.

b. Upon a determination that the applicant meets all requirements of this policy, Courthouse Security will issue one Attorney Access Card to the applicant.

c. In the event any information in an application or associated documents changes after submission of the application or the issuance of an Attorney Access Card, the cardholder must immediately report the change to Courthouse Security. Failure to immediately report changes may result in the revocation of Attorney Access Card privileges.

4. Access Locations and Times

a. Cardholders may only use Attorney Access Cards to (1) bypass the security screening provided by Courthouse Security after entering the public entrance of the Courthouse and (2) enter the Courthouse through the west side atrium entrance by scanning their Attorney Access Card. The Attorney Access Cards may not be utilized to enter the Courthouse at any other location.

b. Cardholders may use Attorney Access Cards to enter the Courthouse as provided in this policy only during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding County holidays, emergency closures of the

Courthouse, and other times in which Courthouse Security deems it necessary for those entering the Courthouse to submit to security screening.

5. Program Rules

a. Attorney Access Cards will serve as identification and will normally allow the cardholder identified on the card to enter the Courthouse as provided under this policy. However, cardholders must at all times adhere to the directions of Courthouse Security and submit to security screening, if requested by Courthouse Security.

b. Attorney Access Cards must be clearly visible when entering the Courthouse. Cardholders who cannot produce an Attorney Access Card at the point of entry will be required to enter the Courthouse following normal public security procedures. Courthouse Security personnel may request additional information at the time of entry to verify the identity of a cardholder. If bypassing security screening at the public entrance to the Courthouse, cardholders must be acknowledged by Courthouse Security before bypassing security screening.

c. Access under this policy extends to the cardholder's case materials when those materials are in the cardholder's direct control.

d. Cardholders are prohibited from allowing any other person, including, but not limited to, the cardholder's employees or clients, to use the Attorney Access Card. Permitting a non-cardholder to use an Attorney Access Card shall be grounds for immediate revocation of all privileges under this policy.

e. Cardholders shall comply with all laws and policies related to prohibited weapons or items in the Courthouse.

f. Cardholders are required to submit to a search for weapons or prohibited items upon request by Courthouse Security personnel.

g. Cardholders shall not engage in insolent, disruptive, or rude behavior when interacting with Courthouse Security or in exercising any privilege under this policy.

h. Cardholders must immediately report lost or stolen Attorney Access Cards to Courthouse Security, preferably in person. The cardholder will be required to provide detailed information about the loss of the card.

i. Cardholders arrested or charged with any offense, other than a Class C misdemeanor traffic offense, must notify Courthouse Security immediately in writing via electronic mail at ch.security@brazoriacountytx.gov.

j. Applicants convicted of a felony offense shall not be eligible to participate in the Attorney Access Card program.

k. If an applicant has been convicted of a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the applicant will be eligible to participate in the Attorney Access Card Program.

6. Suspension or Revocation of Privileges

a. A violation of any of this policy's Program Rules may result in suspension or revocation of an Attorney Access Card and disqualification from the program.

b. A violation of any Brazoria County security policy, including, but not limited to, a violation of any Brazoria County Courthouse weapons policy, may result in suspension or revocation of an Attorney Access Card and disqualification from the program.

c. In the event a cardholder is arrested for or charged with a criminal offense, other than a Class C misdemeanor traffic offense, the cardholder's Attorney Access Card may be suspended pending an investigation. Depending on the results of the investigation, cardholder privileges may be revoked, suspended, or reinstated.

d. Upon a cardholder's conviction for a felony offense, the cardholder's privileges shall be automatically revoked.

e. Upon a cardholder's conviction for a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the cardholder's privileges should be revoked.

f. Any judge of any court at the Courthouse may notify the County of any concern regarding a cardholder's privileges under this policy. The County may exercise any appropriate action in response to such a notification, including suspension or revocation of Attorney Access Card privileges. The County Judge shall have final authority to determine what action shall be taken in response to such a notification.

g. Upon suspension or revocation of an Attorney Access Card for any reason, or an attorney's disqualification from the program, the cardholder shall immediately surrender his or her Attorney Access Card to Courthouse Security.

h. If a heightened level of security is implemented, Courthouse Security shall have the right to temporarily suspend Attorney Access Card privileges without notice.

7. Administrative Requirements

a. The Brazoria County Commissioners Court may amend, modify, suspend, or eliminate this policy at any time pursuant to Texas Local Government Code section 291.010.

b. The Brazoria County Sheriff's Office shall be responsible for implementing this policy and shall have charge and control of the Courthouse, subject to the regulations of Commissioners Court, pursuant to Texas Local Government Code section 291.003.

c. Attorney Access Cards are the property of Brazoria County. Any determination made under this policy concerning an applicant's eligibility or the suspension, revocation, reinstatement, or any change in status of a cardholder's privileges are made at the sole, exclusive discretion of the County or the Sheriff's Office, as applicable, and shall not be subject to any judicial or administrative review.

d. Brazoria County will comply with all open records laws related to this policy, which may include attorney application documents.

EXHIBIT

2

Brazoria County Courthouse
Attorney Access Card Application

Completed applications may be submitted by emailing to CH.Security@brazoriacountytx.gov. Applicants will receive email confirmation upon receipt of completed applications. Applicants must be licensed to practice law in the State of Texas, in good standing with the State Bar of Texas, and a member of a Bar Association based in Brazoria County. Applicants must pay a non-refundable fee of $50 for new or renewed cards. A $15 charge must be paid for replacement cards. Once an eligibility determination is made, the Brazoria County Sheriff's Office Court Security Unit will notify the applicant.

This application is for:

☐ New Access Card ☐ Renewal of Access Card ☐ Replacement Card (Lost or Stolen)

If application is for a replacement card, please explain how card was misplaced:

Firm/Employer:

Last Name: First Name: Middle Init.:

Date of Birth (mm/dd/yyyy): Race: Sex:

Office Address:

City: State: Zip: County:

Driver's License #: Bar Card #:

Texas Concealed Handgun License #:

Office Phone #: Cell Phone #:

Email Address:

Do you have any prior criminal convictions (other than a Class C misdemeanor), pending criminal charges, or past or active protective orders? ☐ Yes ☐ No

If "Yes," explain:

Brazoria County Courthouse
Attorney Access Card Application

"I, _____ (Applicant Name), have received a copy and agree to terms of the Brazoria County Courthouse Attorney Access Card Policy. I agree and consent to a background check to be conducted by the Brazoria County Sheriff's Office for the purpose of determining whether I am eligible to participate in the Attorney Access Card Program. I agree to immediately inform the Brazoria County Sheriff's Office Court Security Unit in the event any information in this application changes or in the event that an Attorney Access Card issued to me is lost or stolen."

_____
Signature of Applicant

Sworn and subscribed to me by the said Applicant on this the ____ day of _____, 20____.

My Commission Expires:

_____

_____
Licensed Notary Public or Texas Peace Officer

_____
Printed Name

Brazoria County Courthouse
Access Card Application
Individual Assisting Disabled Attorney

Completed applications may be submitted by emailing to CH.Security@brazoriacountytx.gov. Applicants will receive email confirmation upon receipt of completed applications. A $15 charge must be paid for replacement cards. Once an eligibility determination is made, the Brazoria County Sheriff's Office Court Security Unit will notify the applicant.

This application is for:

☐ New Access Card ☐ Renewal of Access Card ☐ Replacement Card (Lost or Stolen)

If application is for a replacement card, please explain how card was misplaced:

Firm/Employer:

Last Name: First Name: Middle Init.:

Date of Birth (mm/dd/yyyy): Race: Sex:

Office Address:

City: State: Zip: County:

Driver's License #: Texas Concealed Handgun License #:

Office Phone #: Cell Phone #:

Email Address:

Name of Attorney you are Assisting:

Describe Nature of Attorney's Disability Necessitating Issuance of Access Card:

Do you have any prior criminal convictions (other than a Class C misdemeanor), pending criminal charges, or past or active protective orders? ☐ Yes ☐ No

If "Yes," explain:

"I, _____ (Applicant Name), have received a copy and agree to terms of the Brazoria County Courthouse Attorney Access Card Policy. I agree and consent to a background check to be conducted by the Brazoria County Sheriff's Office for the purpose of determining whether I am eligible to participate in the Attorney Access Card Program. I agree to immediately inform the Brazoria County Sheriff's Office Court Security Unit in the event any information in this application changes or in the event that an Attorney Access Card issued to me is lost or stolen."

_____
Signature of Applicant

Sworn and subscribed to me by the said Applicant on this the ____ day of _____, 20____.

My Commission Expires:

_____

_____
Licensed Notary Public or Texas Peace Officer

_____
Printed Name

_____

"I, _____ (Attorney Name), request that _____ _____ (Applicant Name) be issued an Access Card to assist me by accompanying me while I bypass security screening while entering the Brazoria County Courthouse. I agree to abide by the terms of the Brazoria County Courthouse Attorney Access Card Policy related to the issuance and use of the Access Card to the above-named individual."

_____
Signature of Attorney

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **3/10/2026**

Appointment of Tax Abatement Review Committee - County Judge

Approve the reappointment of Ravi Singhania to the Tax Abatement Review Committee for an additional two year term ending March 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **3/10/2026**

Appointment of Tax Abatement Review Committee - Precinct 2

Approve the reappointment of Joseph Schneider to the Tax Abatement Review Committee for an additional two year term ending March 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **3/10/2026**

2025 Racial Profiling Report

Accept the Sheriff's Office Racial Profiling Report for the year ending December 31, 2025 as submitted in accordance with the Texas Racial Profiling Law to the Commissioners Court.

Racial Profiling Report | Full

Agency Name: BRAZORIA CO. SHERIFF'S OFFICE
Reporting Date: 02/18/2026
TCOLE Agency Number: 039100

Chief Administrator: LEONARD R STALLMAN III

Agency Contact Information:
Phone: (979) 864-2214
Email: bo.stallman@brazoria-county.com

Mailing Address:
3602 COUNTY ROAD 45, ANGLETON, TX, 775159575

This Agency filed a full report

BRAZORIA CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the BRAZORIA CO. SHERIFF'S OFFICE from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the BRAZORIA CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the BRAZORIA CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the BRAZORIA CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the BRAZORIA CO. SHERIFF'S OFFICE policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BRAZORIA CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Ian Patin
Chief Deputy

Date: 02/18/2026

Total stops: 20534

Street address or approximate location of the stop	
City street	2788
US highway	473
County road	7119
State highway	9883
Private property or other	271
Was race or ethnicity known prior to stop?	
Yes	146
No	20388
Race / Ethnicity	
Alaska Native / American Indian	4
Asian / Pacific Islander	1118
Black	5613
White	12344
Hispanic / Latino	1455
Gender	
Female	**6727**
Alaska Native / American Indian	1
Asian / Pacific Islander	299
Black	2007
White	4064
Hispanic / Latino	356
Male	**13807**
Alaska Native / American Indian	3
Asian / Pacific Islander	819
Black	3606
White	8280
Hispanic / Latino	1099
Reason for stop?	
Violation of law	**253**
Alaska Native / American Indian	0
Asian / Pacific Islander	15
Black	78
White	148

Hispanic / Latino	12
Preexisting knowledge	**259**
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	69
White	156
Hispanic / Latino	28
Moving traffic violation	**9439**
Alaska Native / American Indian	4
Asian / Pacific Islander	627
Black	2422
White	5781
Hispanic / Latino	605
Vehicle traffic violation	**10583**
Alaska Native / American Indian	0
Asian / Pacific Islander	470
Black	3044
White	6259
Hispanic / Latino	810

Was a search conducted?

Yes	**1603**
Alaska Native / American Indian	0
Asian / Pacific Islander	35
Black	488
White	973
Hispanic / Latino	107
No	**18931**
Alaska Native / American Indian	4
Asian / Pacific Islander	1083
Black	5125
White	11371
Hispanic / Latino	1348

Reason for Search?

Consent	**586**
Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	94
White	443

Hispanic / Latino	40
Contraband	**27**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	14
Hispanic / Latino	5
Probable	**795**
Alaska Native / American Indian	0
Asian / Pacific Islander	18
Black	338
White	403
Hispanic / Latino	36
Inventory	**128**
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	32
White	78
Hispanic / Latino	14
Incident to arrest	**67**
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	16
White	35
Hispanic / Latino	12

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)			
Yes	**538**				
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	12	Yes	5	No	7
Black	178	Yes	66	No	112
White	312	Yes	168	No	144
Hispanic / Latino	36	Yes	11	No	25
No	**1065**				
Alaska Native / American Indian	0				
Asian / Pacific Islander	23				
Black	310				
White	661				
Hispanic / Latino	71				

Description of contraband	
Drugs	**423**
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	147
White	244
Hispanic / Latino	22
Weapons	**20**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	9
White	11
Hispanic / Latino	3
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**75**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	18
White	47
Hispanic / Latino	9
Stolen property	**13**
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	7
Hispanic / Latino	1
Other	**4**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	1
Result of the stop	
Verbal warning	**2763**

Alaska Native / American Indian	0
Asian / Pacific Islander	148
Black	770
White	1634
Hispanic / Latino	211
Written warning	**14700**
Alaska Native / American Indian	3
Asian / Pacific Islander	810
Black	3947
White	9023
Hispanic / Latino	917
Citation	**2320**
Alaska Native / American Indian	1
Asian / Pacific Islander	139
Black	686
White	1245
Hispanic / Latino	249
Written warning and arrest	**355**
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	110
White	202
Hispanic / Latino	36
Citation and arrest	**38**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	22
Hispanic / Latino	4
Arrest	**358**
Alaska Native / American Indian	0
Asian / Pacific Islander	14
Black	88
White	218
Hispanic / Latino	38

Arrest based on	
Violation of Penal Code	**462**
Alaska Native / American Indian	0
Asian / Pacific Islander	14

Black	118
White	288
Hispanic / Latino	42
Violation of Traffic Law	**72**
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	23
White	35
Hispanic / Latino	10
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	217
Outstanding Warrant	**217**
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	69
White	119
Hispanic / Latino	26

Was physical force resulting in bodily injury used during stop?

Yes	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	**20533**
Alaska Native / American Indian	4
Asian / Pacific Islander	1118
Black	5613
White	12343
Hispanic / Latino	1455

Number of complaints of racial profiling

Total	3
Resulted in disciplinary action	0
Did not result in disciplinary action	3

Comparative Analysis

Use TCOLE's auto generated analysis	☐
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the

The Texas Commission on Law Enforcement

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **3/10/2026**

Out of State Travel

Approve out of state travel for Airport Director to attend the Transportation Research Board's ACRP Project Panel 04-36 Second Panel Meeting, in accordance with duties for the project's committee panel in Washington, DC March 17, 2026.

Further, no airport funds are anticipated to be used for this event.

From: Magnolia, Daniel <DMagnolia@nas.edu>
Sent: Thursday, February 19, 2026 11:11 AM
To: 'Hollie Baron' <baron@mbsairport.org>; Jeff Bilyeu <jbilyeu@brazoriacountytx.gov>; 'Oren Fallon' <ofallon@renoairport.com>; 'Thomas Herman' <therman@flynaples.com>; 'Bryan Rodgers' <bqr3@psu.edu>; 'Sana Usman' <susman@iflychs.com>
Cc: Griffin, Matthew <MJGriffin@nas.edu>; Summerlin-Azeez, Brittany <BSummerlin-Azeez@nas.edu>; Snell, Joseph <JSnell@nas.edu>; 'Paul Eubanks' <peubanks@aci-na.org>; 'Hannah Genovese' <hannah.genovese@aaae.org>; 'Daria Wonnacott' <daria.d.wonnacott@faa.gov>
Subject: [EXTERNAL] TRB-CRP Travel Memo for ACRP 04-36 Second Panel Meeting on March 17, 2026 (TRB260134)
Importance: High

ACRP 04-36: *Safety Management Systems for Small and Non-Hub Airports*

Dear Panel Members,

The **ACRP 04-36 Second Panel Meeting** has been scheduled for **March 17, 2026**. You will have already been contacted by this project's Senior Program Officer (SPO) or Senior Program Assistant (SPA) regarding this meeting. Please Read This Email and its Attachments Carefully and reply at your earliest convenience *before* the RSVP Due Date *even if* you are awaiting travel approval. Panel Liaisons and local volunteers need not return the completed form. A simple reply to this email is sufficient.

STEP 1: Read the attached **Travel Memo** titled "TRB260134_TravelMemo_ACRP04-36_DueFeb26".
STEP 2: Complete and Return the **Attendance and Hotel Response Form*** on **Page 2** of the **Travel Memo**.
STEP 3: Call **VAI Travel** immediately at **301-948-2448** to book your flight or train reservations using the Travel Code **TRB260134**. (See Travel Memo page 4.)
Due to the high volume of concurrent CRP travel events, I **may not respond before the RSVP Due Date.*

- **TRB Travel Specialists** are available to explain the travel services provided for full voting panel members. While we are *not* a travel agency, we can guide you through the travel process. It is highly recommended that you utilize the travel and lodging services provided to ensure a smooth trip and prompt reimbursement. Please include your **Travel Code** (see travel memo) in all correspondence and messages.
- This will be an in-person meeting in WASHINGTON, DC at the **KECK Center**. Inquiries about remote participation, if available, should be directed to the SPO.
- LOCAL: CRP Panel Members who work 50 miles or less from of the meeting location are considered **LOCAL** by The National Academies policy and not eligible for per diem travel or lodging reimbursement. We still appreciate your Meeting RSVP for planning purposes. A simple reply to this email is sufficient.
- LIAISONS: TRB does not pay for the cost of panel liaison travel & lodging to panel meetings. We still appreciate your Meeting RSVP for planning purposes.
- The attached travel memo has all the information you need: 1.) **meeting details**; 2.) making **travel reservations**; 3.) and **hotel reservations**.
- Requesting **additional hotel dates** outside of the approved travel period is not guaranteed, may be at a higher rate than per diem, and paid for by the traveler including tax. (Availability changes frequently.)
- **Interested in booking your own travel & lodging?** It's ALL outlined in the included **Travel Memo** and **FAQ**.
- RSVP BY FEB 26: **RETURN** the **Meeting & Hotel RSVP Form** (travel memo, page 2) to me and CONTACT the travel agent **VAI Travel** at your earliest convenience to make your travel arrangements as outlined in the travel memo (travel memo, page 4). **We encourage you to use VAI rather than booking your own travel.** Rooms unaccounted for will be released and no longer guaranteed after the due date. Please refer to the TRB-CRP FAQ for more details.
- AGENDA: If you need a meeting agenda, a copy of any deliverables, or have any other meeting-related questions, please contact your SPO or SPA.
- EXPENSE REIMBURSEMENT: You will receive an email from the SPO or SPA at, or shortly after, the meeting with instructions on submitting your Travel Expense Report. Processing generally takes between 4-6 weeks after submission. Metro, Taxi, Uber/Lyft, and parking are reimbursable expenses for eligible CRP panel members during the Approved Travel Period.

HELP with...	FOR EXAMPLE...	CONTACT...
Meeting	Agendas, deliverables, reports, scheduling, project info, etc.	Senior Program Officer MJGriffin@nas.edu Program Coordinator BSummerlin-Azeez@nas.edu
Travel	RSVP, Air/train travel, hotel reservations, constructive cost estimates, etc.	Travel Specialist dmagnolia@nas.edu
Expense Report	Workday, completing/submitting expenses, follow-up, etc.	CRP Finance Office CRPTravelAcct@nas.edu

Cheers and safe travels,
Dan Magnolia
CRP Travel Specialist

TRAVEL EXPENSES: Metro, Taxi, Uber/Lyft are reimbursable expenses for eligible CRP panel members during the Approved Travel Period. Contact CRPTravelAcct@nas.edu for travel expense report help.
DELAYED or CANCELED Flight? Contact **Vai Travel After-Hours** for assistance at **(301) 948-2448** or **(888) 565-9174** and provide access code DCA352100 and your **TRB Travel Code** (i.e., TRB260xxx; see your Travel Memo).

Transportation Research Board (TRB) / Cooperative Research Programs (CRP)
Keck Center of the National Academies of Sciences, Engineering, and Medicine
500 Fifth Street NW / Washington, DC 20001 / www.trb.org

TRB

TRANSPORTATION RESEARCH BOARD

February 19, 2026

MEMORANDUM

TO: Chair and Members of ACRP Project Panel 04-36

FROM: Dan Magnolia, Travel Specialist

COPY: Matthew Griffin, Senior Program Officer, ACRP

SUBJECT: ACRP Project 04-36
Safety Management Systems for Small and Non-Hub Airports

It is time to start making your plans for the Second Meeting of ACRP Project Panel 04-36, which will take place on March 17, 2026 in Room Keck 101 of the Keck Center of the National Academies, 500 5th St NW, Washington DC.

Panel travel expenses related to attending the meeting will be covered by the ACRP.

Here is a checklist of things you need to do:

☐	Immediately	Complete and return the attached meeting response form by February 26, 2026. • We will make your hotel reservations for you.	Pg 2
☐	Immediately	Review our requirements for reimbursement of travel expenses.	Pg 3
☐	Immediately	Make your travel arrangements—we offer the services of a travel agency (Vai Travel) to assist you.	Pg 4
☐	Before the meeting	Review our requirements for ground transportation to/from the airport or train station.	Pg 4
☐	Day of meeting	Allow enough time to get from your hotel to the meeting location. The meeting will begin at 9:00 a.m. ET	Pg 3
☐	After the meeting	Submit your Travel Expense Report (TER) within 30 days.	Pg 3
☐	Any time	If you have any questions about your travel arrangements, please refer to the TRB-CRP Travel FAQ included with this travel memo.	Pg 4

NATIONAL ACADEMIES *Sciences Engineering Medicine*

500 Fifth Street, NW, Washington, DC 20001
Phone 202.334.3224 Fax 202.334.2006 www.TRB.org

ACRP 04-36: *Safety Management Systems for Small and Non-Hub Airports*

ATTENDANCE AND HOTEL RESPONSE FORM FOR EVENT TRB260134

TO: Dan Magnolia, dmagnolia@nas.edu

FROM: _____
(Please insert your name.)

SUBJECT: A**CRP 04-36 Second Panel Meeting on March 17, 2026**
Time: 9:00 a.m. to 4:00 p.m. ET
Room: Keck 101
Keck Center of the National Academies, 500 5th St NW, Washington DC

Please let us know if you will be attending the meeting:

- ❑ I **will** be able to attend the meeting on March 17, 2026.
- ❑ I **will *not*** be able to attend the meeting on March 17, 2026.

If you *will* be attending the meeting, please let us know your accommodation requests:

- ❑ I **will** require a hotel room at the Fairfield Inn & Suites, 500 H Street NW, Washington, DC 20001. (A reservation is being held for you for up to *2 nights max*.—the nights of March 16+17.)
  - Check-**IN** Day & Date: _____
  - Check-**OUT** Day & Date: _____

  Requesting modifications outside of the Approved Travel Period are not guaranteed, subject to hotel availability, and at the guests' expense. Volunteers traveling 50 miles or less are considered **local by The National Academies.*

  If you have a disability that requires special accommodation, please describe:

  _____

  _____

- ❑ I **will not** require a hotel room ***OR*** I will make my own lodging arrangements at less than or equal to $276/night+tax, the equivalent of the government per diem rate (see page 4).

PLEASE RETURN THIS FORM BY: February 26, 2026

After February 26, 2026, the room block will be released, and we will not be able to guarantee you a room or to pay for it directly.

TRAVEL INFORMATION

Cooperative Research Programs
ACRP Project Panel 04-36
Safety Management Systems for Small and Non-Hub Airports

ACRP 04-36 Second Panel Meeting
March 17, 2026
9:00 a.m. to 4:00 p.m. ET

Room Keck 101
Keck Center of the National Academies, 500 5th St NW, Washington DC

Panel travel expenses related to attending the meeting will be covered by the ACRP. Travel logistics information follows, including a phone number for Vai Travel who will assist you. Please reference the travel code below:

» » » TRB260134 « « «

REIMBURSEMENT FOR TRAVEL EXPENSES

- All travel reimbursements should be requested electronically using the Workday system. Instructions on this system will be forwarded separately and you may contact CRP Travel Accounting staff at (202) 334-2846 or CRPTravelAcct@nas.edu if you need any assistance.
- **NOTE**: Travel expenses will only be reimbursed for the allowable travel period—one day before and one day following the meeting.
- **NAS has adopted the fixed meal per diem method. Travelers do not need to enter meals or provide receipts for expenses related to meals when completing their expense report. Your expense report will be automatically credited for meals not provided by NAS.**
- Receipts are required for any individual expenses exceeding $74.99.
- If you purchase your own tickets or pay for your own accommodations, you will be required to provide original receipts for the same, clearly showing method of payment.
- **Frequent flyer miles have no cash value and are not reimbursable by the Academies.**

Reimbursement Ceilings for your meeting location can be found on the General Services Administration (GSA) Per Diem website: https://www.gsa.gov/travel/plan-book/per-diem-rates.

STAFF CONTACTS

Meeting Details	Matthew Griffin	**202/334-2366 or mjgriffin@nas.edu**
Travel & Lodging	Dan Magnolia	dmagnolia@nas.edu
Travel Reimbursement	CRP Travel Accounting	202/334-2846 or CRPTravelAcct@nas.edu

AIR/TRAIN TRAVEL

Vai Travel
Phone: **1-301-948-2448**
Email: nas@VaiTravel.com
Travel Code: **TRB260134**

- Air and train travel must be in Economy Class at the lowest reasonable **non-refundable** fare. All exceptions must be approved in advance; first- or business-class travel is not reimbursable.
- In accordance with the Fly America Act, the use of a U.S.-flag airline carrier is mandatory.
- **For any itinerary deviating from round-trip travel between your normal workplace and our meeting location and/or outside the allowable travel period (one day before/after the meeting), please contact CRP Travel Accounting Staff (CRPTravelAcct@nas.edu) PRIOR to making your travel arrangements.**
- **Airline seat fees are NOT reimbursable unless approved in advance via medical waiver.**
- **All ticket exchanges require prior approval from CRP Finance staff. CRP is not permitted to expend sponsor funds on ticket exchanges (except in emergencies).**

GROUND TRANSPORTATION

- **Rental cars are *not* authorized for meetings held in Washington DC.**
- Taxi (including Lyft/Uber) and public transit fares are fully reimbursable between the various combinations of your meeting location, your hotel, and the local airports.
- Reimbursement for use of a privately owned vehicle (POV) must not exceed the cost of travel by a common carrier. POV transportation is reimbursed at the lesser of prevailing GSA mileage reimbursement rate plus related tolls and parking or the constructive cost of common-carrier travel. **Please contact CRP Travel Accounting Staff (CRPTravelAcct@nas.edu) to determine your maximum transportation reimbursement.**

HOTEL RESERVATIONS

Fairfield Inn & Suites
500 H Street NW, Washington, DC 20001

- Please complete and return the **Meeting Response Form** by **February 26, 2026.**
- Please indicate dates of arrival and departure and any special requests. Complete and return the form even if you will be paying individually for lodging.
- After **February 26, 2026**, the room block will be released, and we will not be able to guarantee you a room or to pay for it directly.
- Hotel room charges will be direct billed to ACRP, but you will be responsible for incidentals and may request reimbursement, as allowable, on your TER.
- If you choose to make your own reservation, ACRP will reimburse lodging expenses and taxes within limits based on Federal per diem and for the allowable travel period—one day before/after the meeting.
- **Contact your Travel Specialist for *any* changes to existing reservations; Please do *not* contact the hotel directly.**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **3/10/2026**

Texas Gulf Coast Regional Airport T-Hangar Waitlist Policy

Approve the Brazoria County Texas Gulf Coast Regional Airport T-Hangar Waitlist Policy as attached.

Airport management will administer policy and maintain all records associated with the waitlist. Policy effective date is June 1, 2026.

Airport T-Hangar Waitlist Policy

Effective Date: June 1, 2026

Purpose: Brazoria County – Texas Gulf Coast Regional Airport ("Airport") maintains a wait list for those who wish to lease t-hangar space from the Airport for the storage of airworthy aircraft. This policy is designed to provide a simple and fair process for aircraft owners placed on the waiting list. It is mandatory to be on the waitlist in order to lease a t-hangar. The t-hangar waiting lists are the sole means by which Airport management will fill upcoming vacancies. This policy outlines the procedure and identifies who is eligible to be on the Airport t-hangar waitlist, how the list is maintained, and how a hangar is assigned when it becomes available.

Responsibility: The Airport management will administer and oversee this policy and procedure and will maintain all records.

Eligibility:

1. Applicant must submit a completed waitlist application form and fee.
2. Applicants must be at least 18 years of age or be co-signed by the applicant's legal guardian if age 16-17 and must have a valid pilot's license or student pilot certificate.
3. Applicant applying on behalf of a group ownership or flying club must show proof that they are part owner or the qualified member of the flying club to apply.
4. Applicant without an existing aircraft may join the waitlist but must certify intent to acquire an aircraft within 60 days of hangar assignment.
5. Aircraft must be registered in the applicant's name prior to occupancy.
6. Applicant must provide accurate certificate of insurance as prescribed in written lease.
7. Applicant must be in good standing with Brazoria County, having not been found in violation of prior lease agreements, airport rules and regulations, or airport minimum standards.
8. Applicant may not be currently a tenant or co-tenant of more than three (3) Airport t-hangars. Co-registered ownership of an aircraft counts as one of no more than three (3) eligible hangar units.

Procedures:

Preface: There are 4 t-hangar wait lists: Single-engine t-hangars (B, C & E hangar blocks), Twin-engine t-hangars (A&D hangar blocks), Single-engine F Hangars (F hangar block hangars have electric bi-fold doors).

Airport management maintains a separate wait list for each hangar type. The fourth and final list is a list of those tenants who are already lessees of 3 or more Airport owned t-hangars. Those parties are not eligible for another hangar until the BC&E list, A&D list, and F list are already exhausted.

1. Applicant must submit a completed waitlist application(s) form, including:
   a. Full legal name and primary contact information

   b. Aircraft type, make, model, and tail number (if already owned)

   c. T-Hangar Waitlist to be added to

2. Applicant may join the wait list without owning an aircraft but must have the aircraft secured upon 60 days of occupancy with all lease required insurance coverage.

   a. Co-owners must apply under one owner's name and provide co-owner information. No duplicative requests for a single registered aircraft.

   b. Waiting list position is determined by date when completed application with fee is received and approved by Airport management. A confirmation receipt will be provided via email.

   c. Positions on the t-hangar wait lists are not transferable.

3. $50 non-refundable application fee per waitlist.

4. When a t-hangar matching an applicant's preference becomes available, an offer will be made chronologically (oldest to most recent) by Airport. Contact attempts will be made by telephone and email. Potential lessee/tenant has 3 business days to accept or decline the hangar. One may decline the offer of a t-hangar one time and maintain their current placement on the wait list.

5. Removal from waiting list will occur for the following reasons:

   a. 2nd decline of an available t-hangar

   b. Failure to renew application when requested by Airport

   c. Failure to respond to availability notification within 3 business days

   d. Failure to provide and maintain current e-mail address and phone number

e. At applicant's request

f. Failure to comply with any requirement or condition in this policy, airport rules and regulations, or minimum standards

6. Applicant may be denied hangar space if the applicant is in negative standing with any other airport, or is in default of any other lease agreement, or permit, or in violation of any Texas Gulf Coast Regional Airport rules and regulations, or has been in default with any airport within the preceding 7 years (84 months)

Please note: Aircraft will be counted and reported to FAA as based at Texas Gulf Coast Regional Airport. The Airport administrative staff will administer and oversee this policy and procedure and will maintain all records.

For questions or information regarding the T-Hangar Wait List Policy please contact fbo@flylbx.org.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **3/10/2026**

Auditor’s Monthly Report - January 2026

Accept the County Auditor's Monthly Report for January 2026 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
January 31, 2026

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

BRAZORIA COUNTY, TEXAS
Unaudited Monthly Financial Report

As of
January 31, 2026

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Note: Charts and other information provided in accordance with (Local Govt Code §ll4.023(b)(1) and §ll4.025 (a)(5))

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515

TELEPHONE:
Courthouse (979) 864-1276
Brazosport (979) 388-1276
Houston (281) 756-1276

February 24, 2026

The Board of Judges
The Commissioners' Court
Brazoria County, Texas

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the four months ended January 31, 2026, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

Due to the size of the county, and the significant volume of financial information contained in the books and records, our office has chosen not to present each fund individually monthly. Rather, we have identified a group of funds composed of two of the County's major funds and their sub-funds (General, Road and Bridge), along with other funds which are typically brought before Court on a budgetary basis (Law Library, Mosquito Control, and Airport). Should you desire to see detailed information contained in a fund which has not been identified as most relevant for the monthly presentation, please contact my office and we will be happy to assist you.

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this report to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

Kaysie Stewart

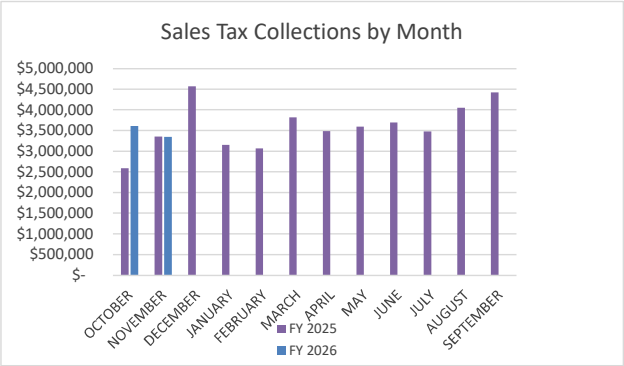
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2026

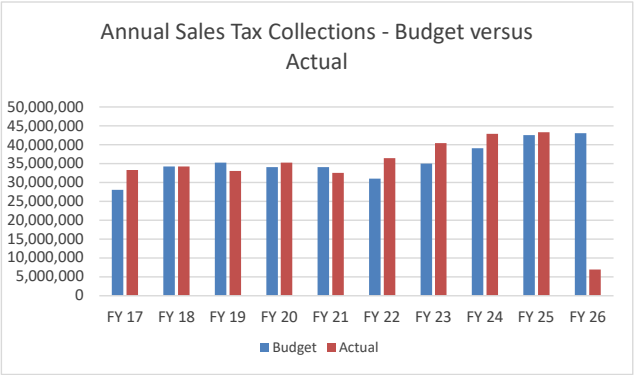
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2025	FY 2026	DIFF	%
OCTOBER	$ 2,590,598	$ 3,606,073	$ 1,015,475	39.20%
NOVEMBER	$ 3,352,546	$ 3,342,253	$ (10,293)	-0.31%
DECEMBER	$ 4,567,501		$ (4,567,501)	-100.00%
JANUARY	$ 3,154,249		$ (3,154,249)	-100.00%
FEBRUARY	$ 3,070,480		$ (3,070,480)	-100.00%
MARCH	$ 3,819,082		$ (3,819,082)	-100.00%
APRIL	$ 3,485,677		$ (3,485,677)	-100.00%
MAY	$ 3,594,018		$ (3,594,018)	-100.00%
JUNE	$ 3,690,961		$ (3,690,961)	-100.00%
JULY	$ 3,476,058		$ (3,476,058)	-100.00%
AUGUST	$ 4,053,271		$ (4,053,271)	-100.00%
SEPTEMBER	$ 4,424,008		$ (4,424,008)	-100.00%
TOTAL	$ 43,278,449	$ 6,948,326	$ (36,330,123)	-961.11%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
OCT / DEC	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605	2,590,598	3,606,073
NOV / JAN	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002	3,352,546	3,342,253
DEC / FEB	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460	4,567,501	-
JAN / MAR	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617	3,154,249	-
FEB / APR	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923	3,070,480	-
MAR / MAY	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623	3,819,082	-
APR / JUN	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540	3,485,677	-
MAY / JUL	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688	3,594,018	-
JUN / AUG	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961	-
JUL / SEPT	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	3,476,058	-
AUG / OCT	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	4,053,281	-
SEP / NOV	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	4,424,008	-



SALES TAX BY FISCAL YEAR

	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
Budget	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	42,500,000	43,000,000
Actual	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,705	43,278,459	6,948,326

Aggregate Revenue for Year 2026

10/01/2025 thru 01/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	137,733,382	-	137,733,382	79,357,589	(58,375,793)
Other Constitutional Tax	43,000,000	-	43,000,000	6,948,326	(36,051,674)
Penalty and Interest	730,000	-	730,000	114,805	(615,195)
Licenses and Permits	2,143,800	1,300	2,145,100	493,243	(1,651,857)
Grant Revenue	167,000	-	167,000	37,458	(129,542)
Shared Revenue	680,000	-	680,000	238,927	(441,073)
Fees of Office	6,960,500	340,000	7,300,500	1,426,870	(5,873,630)
Library Revenue Fees	55,075	-	55,075	7,405	(47,670)
Legislative Fees	992,100	-	992,100	345,043	(647,057)
Other Fees	736,350	-	736,350	233,931	(502,419)
Fines and Forfeitures	2,415,000	-	2,415,000	987,682	(1,427,318)
Investment Income	4,500,000	-	4,500,000	1,103,508	(3,396,492)
Sale of Assets	1,000	-	1,000	354	(646)
Contributions	-	-	-	721	721
Miscellaneous Revenue	2,086,000	36,400	2,122,400	710,093	(1,412,307)
Total Fund: 10000	**202,200,207**	**377,700**	**202,577,907**	**92,005,954**	**(110,571,953)**
Fund: 10200-Juv Prob Fees					
Other Fees	-	-	-	72	72
Investment Income	400	-	400	83	(317)
Total Fund: 10200	**400**	**-**	**400**	**154**	**(246)**
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	871	871
Total Fund: 10300	**-**	**-**	**-**	**871**	**871**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	263	263
Total Fund: 10340	**-**	**-**	**-**	**263**	**263**
Fund: 10350-Sheriff Special Response Team					
Investment Income	-	-	-	33	33
Transfers	20,000	-	20,000	20,000	-
Total Fund: 10350	**20,000**	**-**	**20,000**	**20,033**	**33**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	109,500	-	109,500	31,720	(77,780)
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**229,500**	**-**	**229,500**	**31,720**	**(197,780)**
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	50	50
Investment Income	30,000	-	30,000	9,711	(20,289)
Total Fund: 10500	**30,000**	**-**	**30,000**	**9,761**	**(20,239)**
Fund: 10600-Fire Training Field					
Investment Income	200	-	200	135	(65)
Total Fund: 10600	**200**	**-**	**200**	**135**	**(65)**
Fund: 10700-Parks Special Events					

Aggregate Revenue for Year 2026

10/01/2025 thru 01/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Investment Income	500	-	500	268	(232)
Contributions	-	-	-	125	125
Total Fund: 10700	**500**	**-**	**500**	**393**	**(107)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	800	-	800	373	(427)
Investment Income	-	-	-	106	106
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**800**	**-**	**800**	**479**	**(321)**
Fund: 10850-CPS-Donations					
Investment Income	800	-	800	479	(321)
Contributions	4,000	-	4,000	4,696	696
Total Fund: 10850	**4,800**	**-**	**4,800**	**5,175**	**375**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,471,506	-	39,471,506	23,780,002	(15,691,504)
Penalty and Interest	240,000	-	240,000	42,030	(197,970)
Grant Revenue	80,000	-	80,000	83,877	3,877
Shared Revenue	2,900,000	-	2,900,000	810,710	(2,089,290)
Fees of Office	40,000	-	40,000	46,676	6,676
Road and Bridge Fees	810,000	-	810,000	226,079	(583,921)
Investment Income	1,000,000	-	1,000,000	451,090	(548,910)
Sale of Assets	-	-	-	931	931
Miscellaneous Revenue	500,000	-	500,000	74,107	(425,893)
Total Fund: 20000	**45,041,506**	**-**	**45,041,506**	**25,515,501**	**(19,526,005)**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	(4)	(4)
Total Fund: 20500	**-**	**-**	**-**	**(4)**	**(4)**
Fund: 39800-Law Library					
Legislative Fees	205,000	-	205,000	97,271	(107,729)
Investment Income	8,000	-	8,000	2,782	(5,218)
Miscellaneous Revenue	11,000	-	11,000	4,209	(6,791)
Total Fund: 39800	**224,000**	**-**	**224,000**	**104,263**	**(119,737)**
Fund: 39900-Mosquito Control District					
Tax Revenue	3,032,091	-	3,032,091	1,827,585	(1,204,506)
Penalty and Interest	12,500	-	12,500	2,605	(9,895)
Fees of Office	-	-	-	-	-
Investment Income	40,000	-	40,000	8,738	(31,262)
Total Fund: 39900	**3,084,591**	**-**	**3,084,591**	**1,838,927**	**(1,245,664)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	-	-	-	1,403	1,403
Penalty and Interest	7,000	-	7,000	1,206	(5,794)
Investment Income	60,000	-	60,000	14,544	(45,456)
Total Fund: 41000	**67,000**	**-**	**67,000**	**17,153**	**(49,847)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					

Aggregate Revenue for Year 2026

10/01/2025 thru 01/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Tax Revenue	2,052,727	-	2,052,727	1,237,688	(815,039)
Penalty and Interest	13,000	-	13,000	2,223	(10,777)
Investment Income	12,000	-	12,000	2,773	(9,227)
Total Fund: 42000	**2,077,727**	**-**	**2,077,727**	**1,242,684**	**(835,043)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	686,465	-	686,465	414,052	(272,413)
Penalty and Interest	5,000	-	5,000	835	(4,165)
Investment Income	20,000	-	20,000	5,767	(14,233)
Total Fund: 42100	**711,465**	**-**	**711,465**	**420,654**	**(290,811)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	4,320,731	-	4,320,731	2,603,698	(1,717,033)
Penalty and Interest	16,000	-	16,000	3,168	(12,832)
Investment Income	85,000	-	85,000	19,035	(65,965)
Total Fund: 42200	**4,421,731**	**-**	**4,421,731**	**2,625,901**	**(1,795,830)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	186	186
Penalty and Interest	-	-	-	139	139
Total Fund: 44000	**-**	**-**	**-**	**325**	**325**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	3,505,098	-	3,505,098	2,112,498	(1,392,600)
Penalty and Interest	20,000	-	20,000	3,295	(16,705)
Investment Income	118,000	-	118,000	32,829	(85,171)
Total Fund: 45000	**3,643,098**	**-**	**3,643,098**	**2,148,622**	**(1,494,476)**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	(1)	(1)
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,212,667	-	3,212,667	966,506	(2,246,161)
Total Fund: 60500	**3,212,667**	**-**	**3,212,667**	**966,506**	**(2,246,161)**
Report Total	**264,970,192**	**377,700**	**265,347,892**	**126,955,472**	**(138,392,420)**

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	931,446	-	931,446	-	(291,717)	639,729	31%
Operating Expenditures	19,500	-	19,500	(1,703)	(623)	17,174	12%
	950,946	-	950,946	(1,703)	(292,340)	656,903	31%
10100 Comm. South Service Center							
Salaries & Benefits	473,527	-	473,527	-	(160,131)	313,396	34%
Operating Expenditures	10,225	-	10,225	(775)	(1,044)	8,406	18%
	483,752	-	483,752	(775)	(161,175)	321,802	33%
10200 Comm. Central Service Center							
Salaries & Benefits	493,784	-	493,784	-	(166,881)	326,903	34%
Operating Expenditures	7,600	-	7,600	-	-	7,600	0%
	501,384	-	501,384	-	(166,881)	334,503	33%
10300 Comm. North Service Center							
Salaries & Benefits	510,012	-	510,012	-	(165,309)	344,703	32%
Operating Expenditures	10,672	-	10,672	(1,325)	(653)	8,694	19%
	520,684	-	520,684	(1,325)	(165,962)	353,397	32%
10400 Comm. West Service Center							
Salaries & Benefits	523,018	-	523,018	-	(179,340)	343,678	34%
Operating Expenditures	8,450	-	8,450	(446)	(983)	7,020	17%
	531,468	-	531,468	(446)	(180,324)	350,698	34%
12000 County Clerk							
Salaries & Benefits	3,462,688	-	3,462,688	-	(1,125,400)	2,337,288	33%
Operating Expenditures	42,550	-	42,550	(16,850)	(7,663)	18,037	58%
	3,505,238	-	3,505,238	(16,850)	(1,133,063)	2,355,325	33%
13000 Veteran's Service							
Salaries & Benefits	267,904	-	267,904	-	(93,119)	174,785	35%
Operating Expenditures	2,650	-	2,650	(696)	(496)	1,458	45%
	270,554	-	270,554	(696)	(93,615)	176,243	35%
14000 Emergency Management							
Salaries & Benefits	832,194	-	832,194	-	(173,653)	658,541	21%
Operating Expenditures	24,699	-	24,699	(7,191)	(2,716)	14,793	40%
	856,893	-	856,893	(7,191)	(176,369)	673,334	21%
14900 Non-Departmental							
Operating Expenditures	8,144,000	-	8,144,000	(87,208)	(874,304)	7,182,488	12%
Capital	-	-	-	36,861	(36,861)	-	0%
	8,144,000	-	8,144,000	(50,347)	(911,165)	7,182,488	12%
15001 County Court at Law 1							
Salaries & Benefits	576,367	-	576,367	-	(190,059)	386,308	33%
Operating Expenditures	302,725	-	302,725	(509)	(117,985)	184,232	39%
	879,092	-	879,092	(509)	(308,044)	570,539	35%
15002 County Court at Law 2							
Salaries & Benefits	540,301	-	540,301	-	(178,338)	361,963	33%
Operating Expenditures	374,080	-	374,080	(685)	(110,610)	262,785	30%
	914,381	-	914,381	(685)	(288,948)	624,748	32%
15003 County Court at Law 3							
Salaries & Benefits	597,607	-	597,607	-	(196,676)	400,931	33%
Operating Expenditures	302,700	-	302,700	(1,726)	(140,679)	160,295	47%
	900,307	-	900,307	(1,726)	(337,355)	561,226	38%
15004 County Court at Law 4							
Salaries & Benefits	613,015	-	613,015	-	(201,676)	411,339	33%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	363,100	1,800	364,900	(1,742)	(100,620)	262,538	28%
Capital	-	5,300	5,300	(5,271)	-	29	99%
	976,115	7,100	983,215	(7,013)	(302,296)	673,906	31%
15900 Probate Court Investigations							
Salaries & Benefits	208,868	-	208,868	-	(70,792)	138,076	34%
Operating Expenditures	3,837	-	3,837	(600)	(487)	2,750	28%
	212,705	-	212,705	(600)	(71,279)	140,826	34%
16000 District Courts							
Salaries & Benefits	1,008,527	-	1,008,527	-	(353,921)	654,606	35%
Operating Expenditures	118,450	-	118,450	(7,108)	(34,614)	76,728	35%
	1,126,977	-	1,126,977	(7,108)	(388,535)	731,333	35%
16149 District Court-149th							
Salaries & Benefits	326,011	-	326,011	-	(110,016)	215,995	34%
Operating Expenditures	675,525	-	675,525	-	(247,839)	427,686	37%
	1,001,536	-	1,001,536	-	(357,856)	643,680	36%
16239 District Court-239th							
Salaries & Benefits	329,357	-	329,357	-	(110,535)	218,822	34%
Operating Expenditures	760,000	-	760,000	-	(216,100)	543,900	28%
	1,089,357	-	1,089,357	-	(326,635)	762,722	30%
16300 District Court-300th							
Salaries & Benefits	341,707	-	341,707	-	(115,141)	226,566	34%
Operating Expenditures	622,500	-	622,500	-	(261,422)	361,078	42%
Transfers	450,000	-	450,000	-	-	450,000	0%
	1,414,207	-	1,414,207	-	(376,564)	1,037,643	27%
16412 District Court-412th							
Salaries & Benefits	339,714	-	339,714	-	(114,494)	225,220	34%
Operating Expenditures	980,000	-	980,000	-	(271,748)	708,252	28%
	1,319,714	-	1,319,714	-	(386,242)	933,472	29%
16461 District Court-461st							
Salaries & Benefits	324,873	-	324,873	-	(109,634)	215,239	34%
Operating Expenditures	470,000	-	470,000	-	(200,410)	269,590	43%
	794,873	-	794,873	-	(310,044)	484,829	39%
17000 District Clerk							
Salaries & Benefits	3,530,078	-	3,530,078	-	(1,164,979)	2,365,099	33%
Operating Expenditures	62,185	-	62,185	(15,603)	(7,854)	38,728	38%
	3,592,263	-	3,592,263	(15,603)	(1,172,833)	2,403,827	33%
18110 Justice of the Peace 1,1							
Salaries & Benefits	696,767	-	696,767	-	(234,396)	462,371	34%
Operating Expenditures	12,583	-	12,583	(3,456)	(3,706)	5,420	57%
	709,350	-	709,350	(3,456)	(238,102)	467,792	34%
18120 Justice of the Peace 1,2							
Salaries & Benefits	650,756	-	650,756	-	(223,948)	426,808	34%
Operating Expenditures	147,175	-	147,175	(51,948)	(34,083)	61,144	58%
	797,931	-	797,931	(51,948)	(258,031)	487,952	39%
18210 Justice of the Peace 2,1							
Salaries & Benefits	640,936	-	640,936	-	(220,370)	420,566	34%
Operating Expenditures	10,145	-	10,145	(803)	(1,832)	7,511	26%
	651,081	-	651,081	(803)	(222,202)	428,077	34%
18220 Justice of the Peace 2,2							
Salaries & Benefits	657,883	-	657,883	-	(222,543)	435,340	34%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	9,275	-	9,275	(2,673)	(1,405)	5,197	44%
	667,158	-	667,158	(2,673)	(223,948)	440,537	34%
18310 Justice of the Peace 3,1							
Salaries & Benefits	575,415	-	575,415	-	(173,442)	401,973	30%
Operating Expenditures	118,220	-	118,220	(33,769)	(3,545)	80,906	32%
	693,635	-	693,635	(33,769)	(176,987)	482,879	30%
18320 Justice of the Peace 3,2							
Salaries & Benefits	550,677	-	550,677	-	(185,890)	364,787	34%
Operating Expenditures	9,400	-	9,400	(1,610)	(5,940)	1,850	80%
	560,077	-	560,077	(1,610)	(191,830)	366,637	35%
18410 Justice of the Peace 4,1							
Salaries & Benefits	654,136	-	654,136	-	(215,656)	438,480	33%
Operating Expenditures	10,550	-	10,550	(2,927)	(3,725)	3,898	63%
	664,686	-	664,686	(2,927)	(219,381)	442,378	33%
18420 Justice of the Peace 4,2							
Salaries & Benefits	742,854	-	742,854	-	(239,626)	503,228	32%
Operating Expenditures	25,085	5,600	30,685	(5,653)	(11,873)	13,158	57%
	767,939	5,600	773,539	(5,653)	(251,500)	516,386	33%
19000 Judicial Miscellaneous							
Salaries & Benefits	504,710	(113,384)	391,326	-	(139,399)	251,927	36%
Operating Expenditures	1,824,750	(3,000)	1,821,750	(427,668)	(340,659)	1,053,424	42%
Transfers	40,000	-	40,000	-	(6,599)	33,401	16%
	2,369,460	(116,384)	2,253,076	(427,668)	(486,656)	1,338,752	41%
19005 Language Access							
Salaries & Benefits	-	113,384	113,384	-	-	113,384	0%
Operating Expenditures	-	3,000	3,000	(500)	(1,228)	1,272	58%
	-	116,384	116,384	(500)	(1,228)	114,656	1%
19100 Indigent Defense							
Salaries & Benefits	268,139	-	268,139	-	(90,853)	177,286	34%
Operating Expenditures	4,971	-	4,971	(2,060)	(2,340)	571	89%
	273,110	-	273,110	(2,060)	(93,193)	177,857	35%
19200 Bail Bond Board							
Salaries & Benefits	161,787	-	161,787	-	(54,459)	107,328	34%
Operating Expenditures	3,050	-	3,050	-	(182)	2,868	6%
	164,837	-	164,837	-	(54,642)	110,195	33%
19300 District Attorney							
Salaries & Benefits	12,434,461	-	12,434,461	-	(4,112,528)	8,321,933	33%
Operating Expenditures	200,691	-	200,691	(64,371)	(41,881)	94,439	53%
Capital	165,000	-	165,000	(112,600)	-	52,400	68%
Transfers	478,000	-	478,000	-	(4,071)	473,929	1%
	13,278,152	-	13,278,152	(176,971)	(4,158,481)	8,942,701	33%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,392,710	-	2,392,710	-	(809,153)	1,583,557	34%
Operating Expenditures	20,000	-	20,000	805	(6,255)	14,550	27%
	2,412,710	-	2,412,710	805	(815,408)	1,598,107	34%
20200 Purchasing							
Salaries & Benefits	902,255	-	902,255	-	(303,148)	599,107	34%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	30,849	-	30,849	(7,886)	(11,966)	10,997	64%
	933,104	-	933,104	(7,886)	(315,114)	610,104	35%
20300 County Treasurer							
Salaries & Benefits	450,538	-	450,538	-	(152,681)	297,857	34%
Operating Expenditures	72,850	-	72,850	(41,313)	(19,784)	11,752	84%
	523,388	-	523,388	(41,313)	(172,466)	309,609	41%
20400 Human Resources							
Salaries & Benefits	1,136,915	-	1,136,915	-	(362,292)	774,623	32%
Operating Expenditures	179,615	-	179,615	(74,201)	(45,581)	59,833	67%
	1,316,530	-	1,316,530	(74,201)	(407,872)	834,456	37%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,711,613	-	4,711,613	-	(1,568,065)	3,143,548	33%
Operating Expenditures	199,268	-	199,268	(44,716)	(78,555)	75,997	62%
	4,910,881	-	4,910,881	(44,716)	(1,646,620)	3,219,544	34%
22000 Information Systems							
Salaries & Benefits	4,091,858	-	4,091,858	-	(1,364,909)	2,726,949	33%
Operating Expenditures	9,489,145	-	9,489,145	(598,216)	(3,700,213)	5,190,716	45%
Debt Services	347,000	-	347,000	-	-	347,000	0%
Capital	280,200	-	280,200	(12,506)	(16,982)	250,712	11%
Transfers	30,000	-	30,000	-	(6,668)	23,332	22%
	14,238,203	-	14,238,203	(610,723)	(5,088,772)	8,538,708	40%
23000 Appraisal District Assessment							
Operating Expenditures	1,443,899	-	1,443,899	-	(668,687)	775,212	46%
	1,443,899	-	1,443,899	-	(668,687)	775,212	46%
24000 Elections							
Salaries & Benefits	1,002,508	-	1,002,508	-	(338,210)	664,298	34%
Operating Expenditures	659,750	-	659,750	(64,972)	(21,286)	573,492	13%
Capital	95,900	-	95,900	-	(61,309)	34,591	64%
Transfers	-	-	-	-	-	-	0%
	1,758,158	-	1,758,158	(64,972)	(420,805)	1,272,381	28%
25000 Facilities Management							
Salaries & Benefits	2,586,465	-	2,586,465	-	(833,108)	1,753,357	32%
Operating Expenditures	4,699,400	-	4,699,400	(1,109,459)	(1,167,517)	2,422,423	48%
Capital	525,000	-	525,000	274,590	(454,331)	345,259	34%
	7,810,865	-	7,810,865	(834,869)	(2,454,956)	4,521,040	42%
26000 Property Insurance							
Operating Expenditures	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
30000 County Sheriff							
Salaries & Benefits	26,615,476	(112,950)	26,502,526	-	(9,411,753)	17,090,773	36%
Operating Expenditures	4,391,061	-	4,391,061	(832,630)	(886,830)	2,671,601	39%
Capital	1,753,000	-	1,753,000	(644,029)	(991,306)	117,665	93%
Transfers	150,000	-	150,000	-	(29,953)	120,047	20%
	32,909,537	(112,950)	32,796,587	(1,476,659)	(11,319,842)	20,000,086	39%
30100 Animal Control							
Salaries & Benefits	675,584	-	675,584	-	(207,897)	467,687	31%
Operating Expenditures	102,700	-	102,700	(22,895)	(11,925)	67,880	34%
Capital	52,000	-	52,000	-	(44,070)	7,930	85%
	830,284	-	830,284	(22,895)	(263,891)	543,497	35%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	864,889	-	864,889	-	(290,008)	574,881	34%
Operating Expenditures	276,200	-	276,200	(71,176)	(71,923)	133,101	52%
Capital	59,000	-	59,000	-	-	59,000	0%
	1,200,089	-	1,200,089	(71,176)	(361,931)	766,982	36%
30351 Drone Team							
Operating Expenditures	15,000	-	15,000	(2,809)	(953)	11,238	25%
	15,000	-	15,000	(2,809)	(953)	11,238	25%
30352 Marine Team							
Operating Expenditures	15,000	-	15,000	(6,952)	(1,965)	6,083	59%
	15,000	-	15,000	(6,952)	(1,965)	6,083	59%
30353 Dive Team							
Operating Expenditures	15,000	-	15,000	(6,361)	(421)	8,219	45%
	15,000	-	15,000	(6,361)	(421)	8,219	45%
30354 Honor Guard							
Operating Expenditures	7,500	-	7,500	-	-	7,500	0%
	7,500	-	7,500	-	-	7,500	0%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	249,069	-	249,069	-	(83,821)	165,248	34%
Operating Expenditures	250	-	250	(185)	-	65	74%
	249,319	-	249,319	(185)	(83,821)	165,314	34%
32100 Constable-Precinct 1							
Salaries & Benefits	1,534,270	-	1,534,270	-	(533,624)	1,000,646	35%
Operating Expenditures	393,249	-	393,249	(121,004)	(62,346)	209,898	47%
Capital	115,333	-	115,333	-	(114,946)	387	100%
	2,042,852	-	2,042,852	(121,004)	(710,916)	1,210,931	41%
32200 Constable-Precinct 2							
Salaries & Benefits	1,151,660	-	1,151,660	-	(377,122)	774,538	33%
Operating Expenditures	198,944	-	198,944	(16,483)	(32,152)	150,309	24%
Capital	53,800	-	53,800	-	(56,937)	(3,137)	106%
	1,404,404	-	1,404,404	(16,483)	(466,211)	921,710	34%
32300 Constable-Precinct 3							
Salaries & Benefits	1,262,541	-	1,262,541	-	(448,468)	814,073	36%
Operating Expenditures	201,912	-	201,912	(2,194)	(67,976)	131,742	35%
	1,464,453	-	1,464,453	(2,194)	(516,444)	945,814	35%
32400 Constable-Precinct 4							
Salaries & Benefits	2,163,322	-	2,163,322	-	(722,627)	1,440,695	33%
Operating Expenditures	223,197	-	223,197	(101,831)	(51,444)	69,922	69%
Capital	112,000	-	112,000	183	(166,213)	(54,030)	148%
	2,498,519	-	2,498,519	(101,649)	(940,284)	1,456,587	42%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	70,394	-	70,394	-	(28,239)	42,155	40%
Operating Expenditures	67,590	-	67,590	(9,905)	(12,970)	44,715	34%
	137,984	-	137,984	(9,905)	(41,209)	86,870	37%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	71,542	-	71,542	-	(24,329)	47,213	34%
Operating Expenditures	546,799	-	546,799	-	(525,000)	21,799	96%
	618,341	-	618,341	-	(549,329)	69,012	89%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
35000 Detention Center							
Salaries & Benefits	17,384,872	29,750	17,414,622	-	(5,995,113)	11,419,509	34%
Operating Expenditures	9,355,350	-	9,355,350	(1,893,909)	(2,616,095)	4,845,346	48%
Capital	58,000	-	58,000	24,405	(71,808)	10,596	82%
	26,798,222	29,750	26,827,972	(1,869,504)	(8,683,016)	16,275,452	39%
36000 Juvenile Probation							
Salaries & Benefits	9,112,819	-	9,112,819	-	(2,871,296)	6,241,523	32%
Operating Expenditures	1,607,150	-	1,607,150	(440,351)	(470,554)	696,245	57%
Capital	40,815	-	40,815	-	-	40,815	0%
Transfers	610,000	-	610,000	-	(38,228)	571,772	6%
	11,370,784	-	11,370,784	(440,351)	(3,380,078)	7,550,355	34%
40000 Adult Probation							
Operating Expenditures	890,890	-	890,890	(13,979)	(88,058)	788,853	11%
Transfers	92,000	-	92,000	-	-	92,000	0%
	982,890	-	982,890	(13,979)	(88,058)	880,853	10%
45000 Health							
Salaries & Benefits	1,440,163	(65,358)	1,374,805	-	(448,460)	926,345	33%
Operating Expenditures	66,226	113,380	179,606	(61,459)	(66,874)	51,273	71%
Transfers	10,000	-	10,000	-	(284)	9,716	3%
	1,516,389	48,022	1,564,411	(61,459)	(515,618)	987,334	37%
45200 Indigent Health Care							
Salaries & Benefits	206,474	-	206,474	-	(74,885)	131,589	36%
Operating Expenditures	2,073,175	-	2,073,175	(135,761)	(197,742)	1,739,672	16%
	2,279,649	-	2,279,649	(135,761)	(272,627)	1,871,260	18%
45300 Water Lab							
Salaries & Benefits	251,542	-	251,542	-	(64,293)	187,249	26%
Operating Expenditures	65,100	-	65,100	(10,324)	(24,068)	30,708	53%
	316,642	-	316,642	(10,324)	(88,361)	217,958	31%
46000 Children Protective Services							
Operating Expenditures	95,600	-	95,600	(10,371)	(31,098)	54,132	43%
Transfers	45,000	-	45,000	-	-	45,000	0%
	140,600	-	140,600	(10,371)	(31,098)	99,132	29%
47000 Environmental Health							
Salaries & Benefits	1,517,248	-	1,517,248	-	(494,886)	1,022,362	33%
Operating Expenditures	82,095	-	82,095	(6,038)	(11,134)	64,923	21%
Transfers	120,000	-	120,000	-	(120,000)	-	100%
	1,719,343	-	1,719,343	(6,038)	(626,020)	1,087,285	37%
49000 County Welfare							
Salaries & Benefits	63,384	-	63,384	-	(26,345)	37,039	42%
Operating Expenditures	11,900	-	11,900	(856)	(301)	10,743	10%
	75,284	-	75,284	(856)	(26,646)	47,782	37%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(134,400)	134,400	50%
	268,800	-	268,800	-	(134,400)	134,400	50%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
55000 Library Administration							
Salaries & Benefits	7,477,702	-	7,477,702	-	(2,488,844)	4,988,858	33%
Operating Expenditures	1,551,600	15,000	1,566,600	(400,313)	(605,832)	560,455	64%
	9,029,302	15,000	9,044,302	(400,313)	(3,094,676)	5,549,313	39%
56000 Parks							
Salaries & Benefits	4,182,570	-	4,182,570	-	(1,430,222)	2,752,348	34%
Operating Expenditures	866,150	-	866,150	(228,171)	(358,156)	279,824	68%
Capital	1,237,775	-	1,237,775	(95,287)	(90,203)	1,052,285	15%
Transfers	1,133,218	-	1,133,218	-	(9,618)	1,123,600	1%
	7,419,713	-	7,419,713	(323,458)	(1,888,198)	5,208,057	30%
57000 Fairgrounds							
Salaries & Benefits	80,677	-	80,677	-	(27,285)	53,392	34%
Operating Expenditures	320,128	-	320,128	(33,943)	(88,856)	197,330	38%
Capital	158,550	-	158,550	(8,751)	(125,787)	24,012	85%
	559,355	-	559,355	(42,693)	(241,928)	274,734	51%
58000 Museum							
Salaries & Benefits	683,301	-	683,301	-	(227,208)	456,093	33%
Operating Expenditures	53,772	-	53,772	(37,306)	(2,694)	13,773	74%
Capital	197,114	-	197,114	-	-	197,114	0%
	934,187	-	934,187	(37,306)	(229,902)	666,979	29%
60000 Agriculture Extension							
Salaries & Benefits	584,145	(20,022)	564,123	-	(187,419)	376,704	33%
Operating Expenditures	41,725	-	41,725	(5,287)	(8,175)	28,263	32%
	625,870	(20,022)	605,848	(5,287)	(195,594)	404,967	33%
65000 Flood Plain Administrator							
Salaries & Benefits	325,263	-	325,263	-	(110,618)	214,645	34%
Operating Expenditures	9,017	-	9,017	(982)	(3,553)	4,483	50%
	334,280	-	334,280	(982)	(114,170)	219,128	34%
Total Fund: 10000	**197,429,192**	**(27,500)**	**197,401,692**	**(7,697,446)**	**(61,566,166)**	**128,138,081**	**35%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Capital	-	-	-	16,984	(16,984)	-	0%
	-	-	-	16,984	(16,984)	-	0%
57000 Fairgrounds							
Operating Expenditures	-	-	-	6,550	(6,550)	-	0%
Capital	-	-	-	240,290	(240,290)	-	0%
	-	-	-	246,840	(246,840)	-	0%
Total Fund: 10100	**-**	**-**	**-**	**263,824**	**(263,824)**	**-**	**0%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10200	**2,000**	**-**	**2,000**	**-**	**-**	**2,000**	**0%**
Fund: 10340-Constable 4 Marine Team							

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
32400 Constable-Precinct 4							
Capital	-	-	-	54,280	(54,280)	-	0%
	-	-	-	54,280	(54,280)	-	0%
Total Fund: 10340	**-**	**-**	**-**	**54,280**	**(54,280)**	**-**	**0%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	9,482	(9,880)	19,602	2%
	20,000	-	20,000	9,482	(9,880)	19,602	2%
Total Fund: 10350	**20,000**	**-**	**20,000**	**9,482**	**(9,880)**	**19,602**	**2%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10351	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10352	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10353	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,866	-	219,866	-	(74,680)	145,186	34%
	219,866	-	219,866	-	(74,680)	145,186	34%
Total Fund: 10400	**219,866**	**-**	**219,866**	**-**	**(74,680)**	**145,186**	**34%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	1,000	-	1,000	-	(284)	716	28%
	1,000	-	1,000	-	(284)	716	28%
Total Fund: 10600	**1,000**	**-**	**1,000**	**-**	**(284)**	**716**	**28%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(791)	(209)	1,000	50%
	2,000	-	2,000	(791)	(209)	1,000	50%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(791)**	**(209)**	**1,000**	**50%**
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	20,900	-	20,900	(441)	(885)	19,574	6%
	20,900	-	20,900	(441)	(885)	19,574	6%
Total Fund: 10850	**20,900**	**-**	**20,900**	**(441)**	**(885)**	**19,574**	**6%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	15,000	-	15,000	(300)	(2,307)	12,393	17%
	15,000	-	15,000	(300)	(2,307)	12,393	17%
71000 RB South Service Center							
Salaries & Benefits	3,781,438	(168,000)	3,613,438	-	(1,174,568)	2,438,870	33%
Operating Expenditures	1,471,250	135,000	1,606,250	(606,757)	(732,624)	266,869	83%
Capital	788,966	-	788,966	(198,220)	(579,765)	10,981	99%
	6,041,654	(33,000)	6,008,654	(804,977)	(2,486,957)	2,716,720	55%
72000 RB Central Service Center							
Salaries & Benefits	3,735,698	(438,000)	3,297,698	-	(1,091,310)	2,206,388	33%
Operating Expenditures	1,455,000	323,000	1,778,000	(664,275)	(651,666)	462,060	74%
Capital	800,000	-	800,000	(73,047)	(717,527)	9,426	99%
	5,990,698	(115,000)	5,875,698	(737,322)	(2,460,502)	2,677,874	54%
73000 RB North Service Center							
Salaries & Benefits	3,660,236	(195,000)	3,465,236	-	(1,199,161)	2,266,075	35%
Operating Expenditures	1,526,092	75,000	1,601,092	(456,074)	(516,925)	628,093	61%
Capital	733,908	-	733,908	(259,206)	-	474,702	35%
	5,920,236	(120,000)	5,800,236	(715,280)	(1,716,086)	3,368,870	42%
74000 RB West Service Center							
Salaries & Benefits	3,879,411	(390,000)	3,489,411	-	(1,084,831)	2,404,580	31%
Operating Expenditures	1,460,000	200,000	1,660,000	(589,795)	(296,966)	773,239	53%
Capital	800,472	-	800,472	(267,301)	(510,923)	22,247	97%
	6,139,883	(190,000)	5,949,883	(857,096)	(1,892,720)	3,200,066	46%
75000 Engineer's Office							
Salaries & Benefits	2,457,144	-	2,457,144	-	(768,560)	1,688,584	31%
Operating Expenditures	784,000	1,229,434	2,013,434	(209,886)	(569,663)	1,233,885	39%
Capital	267,000	37,566	304,566	(133,571)	(106,591)	64,404	79%
Transfers	2,542,189	-	2,542,189	-	-	2,542,189	0%
	6,050,333	1,267,000	7,317,333	(343,457)	(1,444,814)	5,529,061	24%
Total Fund: 20000	**30,157,804**	**809,000**	**30,966,804**	**(3,458,434)**	**(10,003,386)**	**17,504,984**	**43%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	168,000	168,000	-	(61,554)	106,446	37%
Operating Expenditures	2,000,000	-	2,000,000	(65,966)	(138,694)	1,795,340	10%
	2,000,000	168,000	2,168,000	(65,966)	(200,248)	1,901,786	12%
72000 RB Central Service Center							
Salaries & Benefits	-	438,000	438,000	-	(12,034)	425,966	3%
Operating Expenditures	2,000,000	-	2,000,000	(202,950)	(32,430)	1,764,620	12%
	2,000,000	438,000	2,438,000	(202,950)	(44,464)	2,190,586	10%
73000 RB North Service Center							
Salaries & Benefits	-	195,000	195,000	-	(44,982)	150,018	23%

Budget to Actuals for Year 2026

10/1/2025 thru 1/31/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	2,000,000	-	2,000,000	(321,351)	(20,554)	1,658,095	17%
	2,000,000	195,000	2,195,000	(321,351)	(65,536)	1,808,113	18%
74000 RB West Service Center							
Salaries & Benefits	-	390,000	390,000	-	(162,973)	227,027	42%
Operating Expenditures	2,000,000	-	2,000,000	(670,824)	(518,504)	810,672	59%
	2,000,000	390,000	2,390,000	(670,824)	(681,476)	1,037,699	57%
75000 Engineer's Office							
Operating Expenditures	750,000	119,270	869,270	(54,579)	(64,691)	750,000	14%
Capital	7,591,000	(2,119,270)	5,471,730	820,198	(1,112,399)	5,179,529	5%
	8,341,000	(2,000,000)	6,341,000	765,619	(1,177,090)	5,929,529	6%
Total Fund: 20500	**16,341,000**	**(809,000)**	**15,532,000**	**(495,472)**	**(2,168,814)**	**12,867,714**	**17%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	90,718	-	90,718	-	(30,762)	59,956	34%
Operating Expenditures	325,550	-	325,550	(60,163)	(86,915)	178,471	45%
	416,268	-	416,268	(60,163)	(117,677)	238,427	43%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(4,000)	(2,000)	-	100%
	6,000	-	6,000	(4,000)	(2,000)	-	100%
Total Fund: 39800	**422,268**	**-**	**422,268**	**(64,163)**	**(119,677)**	**238,427**	**44%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	2,000	11,000	13,000	(3,932)	(2,706)	6,362	51%
	2,000	11,000	13,000	(3,932)	(2,706)	6,362	51%
49900 Mosquito Control							
Salaries & Benefits	1,449,123	-	1,449,123	-	(428,910)	1,020,213	30%
Operating Expenditures	1,510,150	-	1,510,150	(60,944)	(321,640)	1,127,566	25%
Capital	85,705	-	85,705	(77,460)	-	8,245	90%
	3,044,978	-	3,044,978	(138,404)	(750,549)	2,156,024	29%
Total Fund: 39900	**3,046,978**	**11,000**	**3,057,978**	**(142,336)**	**(753,255)**	**2,162,387**	**29%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	37,600	(22,000)	15,600	(927)	(3,649)	11,024	29%
	37,600	(22,000)	15,600	(927)	(3,649)	11,024	29%
90000 Airport							
Salaries & Benefits	1,273,348	-	1,273,348	-	(437,100)	836,248	34%
Operating Expenditures	2,285,105	22,000	2,307,105	(271,729)	(569,503)	1,465,873	36%
Capital	1,445,005	-	1,445,005	-	-	1,445,005	0%
Transfers	41,000	-	41,000	-	-	41,000	0%
	5,044,458	22,000	5,066,458	(271,729)	(1,006,603)	3,788,126	25%
Total Fund: 60500	**5,082,058**	**-**	**5,082,058**	**(272,656)**	**(1,010,252)**	**3,799,150**	**25%**
Report Total	**252,746,066**	**(16,500)**	**252,729,566**	**(11,804,153)**	**(76,025,593)**	**164,899,821**	**35%**

Balance Sheet for Year 2026

as of 1/31/2026

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2025

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	35,161,921	17,810,678	(140,897)	1,516,286	(2,412,235)
Cash on Hand	35,130	100	200		100
Investments	168,217,578	36,828,755	138,675	454,909	
Accounts Receivable	71,451,411	22,756,367	244	1,644,438	104,578
Inventory	11,320	690,650		565,139	94,526
Prepaid	4,029,210	(14,996)	(28)	(1,363)	14,127
Amt Provided/Gen LT Debt					2,141,320
Non-current Assets	12,019,956				
Capital Assets					11,537,363
	290,926,526	78,071,553	(1,806)	4,179,408	11,479,779
Liabilities					
Accounts Payable - Other	(686,057)	(294,974)		(1,531)	(7,608)
AP-State of Texas Court Costs	(221,829)				
AP-State of Texas Other Liab	(115,003)	(671)	(35)	(2)	(5)
AP-Governmental Entities	(463)				
AP-Payroll Liabilities	(5,112,708)	(662,830)	(3,485)	(50,419)	(50,889)
AP Due to Others	(463,570)				
Tax Office Liabilities	(128,782,963)				
Due to Agency Groups	(72,754,356)	(27,023,709)		(1,641,496)	(70,502)
Non Current Liabilities					(837,006)
	(208,136,950)	(27,982,184)	(3,520)	(1,693,447)	(966,010)
Fund Equity					
Fund Balance	(4,569,321)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)
Unassigned Fund Balance	(47,873,643)				
	(52,442,963)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)

Note: The total receivable from Brazoria County Toll Road Authority is $. The current presentation of this report only includes the General Fund and Road & Bridge portions.

Statement of Changes in Fund Balance

as of 1/31/2026

Fund	12/31/2025 Unaudited Fund Balance	Month Ending Jan 31, 2026 Receipts	Disbursements	Transfers In/ (Out)	01/31/2026 Unaudited Fund Balance
Fund 10000-General Fund	39,878,804	55,972,362	(13,827,122)	(13,347)	82,010,697
Fund 10100-General Fund - Construction	(18,459)	-	(245,365)	-	(263,824)
Fund 10200-Juv Prob Fees	7,963	32	-	-	7,995
Fund 10300-Unclaimed Juvenile Restitution	12,392	74	-	-	12,466
Fund 10340-Constable 4 Marine Team	1,012	-	-	-	1,012
Fund 10350-Sheriff Special Response Team	16,293	-	-	-	16,293
Fund 10400-Env Health-Retail Food Permits	19,103	9,140	(19,148)	-	9,095
Fund 10500-District Clerk Contingency	891,216	1,001	-	-	892,217
Fund 10600-Fire Training Field	13,825	-	(71)	-	13,754
Fund 10700-Parks Special Events	27,646	-	(209)	-	27,437
Fund 10710-Parks SFA Special Projects	11,073	65	-	-	11,137
Fund 10850-CPS-Donations	50,241	1,056	-	-	51,297
Total General Fund Group	40,911,110	55,983,729	(14,091,916)	(13,347)	82,789,576
Fund 20000-Road and Bridge Non-Construct	39,649,845	15,643,373	(3,035,031)	-	52,258,187
Fund 20500-Road and Bridge Construction	(907,761)	2	(1,261,059)	-	(2,168,818)
Total Road and Bridge Funds	38,742,084	15,643,374	(4,296,090)	-	50,089,369
Fund 39800-Law Library	1,017	22,122	(28,464)	-	(5,325)
Fund 39900-Mosquito Control District	1,435,697	1,167,602	(117,337)	-	2,485,961
Total Special Revenue Funds	1,436,713	1,189,724	(145,802)	-	2,480,636
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,298,517	1,814	-	-	1,300,332
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	554,618	789,541	(600)	-	1,343,559
Fund 42100-2018 Cert of Oblig-I,S	683,999	264,093	-	-	948,092
Fund 42200-2021 CO-Courthouse Campus I,S	2,523,497	1,661,757	-	-	4,185,254
Fund 44000-Toll Road-SH288-I&S	(81,373,858)	4,329	(8,507,652)	396,100	(89,481,080)
Fund 44100-Toll Road-288EXT-I&S	(30,430,784)	2	-	95,000	(30,335,782)
Fund 45000-Road Bonds-Mobility-I,S	3,476,309	1,351,420	(600)	-	4,827,130
Total Debt Service Funds	(103,267,701)	4,072,956	(8,508,852)	491,100	(107,212,496)

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2025 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 1/31/2026

Fund 60500-Airport Operating	8,777,996	202,624	(187,640)	-	8,792,980
Total Enterprise Funds	8,777,996	202,624	(187,640)	-	8,792,980
Report Total	**(13,399,797)**	**77,092,408**	**(27,230,299)**	**477,753**	**36,940,064**

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2025 and may be found on the balance sheet report contained in this reporting package.

Transfers for Year 2026

as of 1/31/2026

Fund Group	Transfers In	Transfers Out
General Fund Group		
General Fund	-	47,240
Restricted Funds	20,000	-
Special Revenue Funds		
Federal Grants	13,551	-
State Grants	13,689	-
Report Total	**47,240**	**47,240**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Limited Tax Refunding Bonds, Series 2016 in the amount of $8,125,000. These bonds provided funds to advance refund the Combination Tax and Revenue Certificates of Obligation, Series 2006 in the amount of $8,770,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.207%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	26,750.00	1,070,000.00		1,096,750.00
Total	**26,750.00**	**1,070,000.00**	**0.00**	**1,096,750.00**

Unlimited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Unlimited Tax Refunding Bonds, Series 2016 in the amount of $8,425,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2006 in the amount of $9,235,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.376%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	**78,875.00**	**2,085,000.00**	**26,750.00**	**2,190,625.00**

Certificates of Obligation, Series 2018

On August 23, 2018, the County issued the Certificates of Obligation, Series 2018 in the amount of $8,120,000. These certificates were issued for the purpose of generating funds for numerous facilities project improvements.

True Interest Cost: 3.496%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
Total	**1,058,025.00**	**6,515,000.00**	**912,575.00**	**8,485,600.00**

Debt Service Payment Schedules

Fiscal Year 2026

Unlimited Tax Refunding Bonds, Series 2018

On August 23, 2018, the County issued the Unlimited Tax Refunding Bonds, Series 2018 in the amount of $4,415,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2008 in the amount of $4,810,000. The advance refunding occurred on the call date of March 1, 2019. These refunding bonds were calculated to provide cash flow savings of $382,786 and an economic gain (net present value of savings) of $323,910.

True Interest Cost: 2.648%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	**79,625.00**	**1,565,000.00**	**40,500.00**	**1,685,125.00**

Unlimited Tax Road Refunding Bonds, Series 2020

On January 23, 2020, the County issued the Unlimited Tax Refunding Bonds, Series 2020 in the amount of $9,840,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2010B in the amounts of $11,701,056. The advance refunding occurred on the call date of March 1, 2020. These refunding bonds were calculated to provide cash flow savings of $1,471,414 and an economic gain (net present value of savings) of $1,123,861.

True Interest Cost: 1.721%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
Total	**426,625.00**	**5,510,000.00**	**288,875.00**	**6,225,500.00**

Debt Service Payment Schedules

Fiscal Year 2026

Certificates of Obligation, Series 2021

On November 3, 2021, the County issued the Certificates of Obligation, Series 2021 in the amount of $86,895,000. These certificates were issued for the purpose of generating funds for the County Courthouse Campus Expansion Project.

True Interest Cost: 2.577%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
Total	**19,806,600.00**	**84,980,000.00**	**18,149,650.00**	**122,936,250.00**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Limited Tax Refunding Bonds, Series 2021 in the amount of $15,815,000. These bonds provided funds to advance refund the Certificates of Obligation, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $2,859,143.66 and an economic gain (net present value of savings) of $2,622,642.48.

True Interest Cost: 1.360%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
Total	**1,177,325.00**	**11,870,000.00**	**890,350.00**	**13,937,675.00**

Unlimited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Unlimited Tax Refunding Bonds, Series 2021 in the amount of $4,555,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $477,816.59 and an economic gain (net present value of savings) of $437,236.03.

True Interest Cost: 1.340%

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	**280,700.00**	**3,375,000.00**	**213,200.00**	**3,868,900.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **3/10/2026**

FY 2026: Line Item Transfer

Constable - Pct 1	465100 (Donations Revenue)	10000	32100	($5,000)
	520000 (Operating)	10000	32100	$5,000

Record budget for donation revenue and operating expenditures related to the Olin Corporation donation approved by Commissioners Court on January 27, 2026 with Order No. I.2

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **1/27/2026**

Acceptance of Donation from Olin Corporation

That, pursuant to the Texas Local Government Code §81.032, on behalf of Brazoria County, the Court accepts the donation of $5,000.00 from Olin Corporation for the benefit of Precinct 1 Constable's Office.

County Judge is hereby authorized to sign any documents necessary to complete the donation upon final review of the District Attorney's Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **3/10/2026**

FY 2026: Record Budget for Other Funds

DCSB41 Consolidated Records Management 520000 (Operating) 38360 17000 $300,000

Record budget for records preservation project. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **3/10/2026**

Resolution - FY26 State Homeland Security Program

Consider, approve, and authorize the attached Resolution relating to the FY2026 State Homeland Security Program, regarding Brazoria County's request for financial assistance from the Office of the Governor to improve homeland security and anti-terrorism capabilities of the Brazoria County Sheriff's Office.

Further, the County Judge is hereby authorized to act as Brazoria County's Authorized Official and sign any documentation related to the application for the Grant upon review by the District Attorney's Office.

RESOLUTION

FY2026 STATE HOMELAND SECURITY PROGRAM

GRANT PROGRAM NUMBER 5887601

WHEREAS, the Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County that Brazoria County applies to the FY2026 State Homeland Security Program; and

WHEREAS, the Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County's Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Brazoria County Commissioners Court designates the Brazoria County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency; and

WHEREAS, the Brazoria County Commissioners Court designates the Brazoria County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court approves the submission of the grant application for the Intelligence Coordination Center to the Office of the Governor.

Grant Number 5887601

PASSED and APPROVED this the 10th day March, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **3/10/2026**

FY 2026: Record Budget for Other Funds

DA Forfeiture CCP Chapter 59	520000 (Operating)	38730	19300	$150,000

Record budget for operating expenditures. Reserves are available.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **3/10/2026**

Exception to Subdivision Platting for 1825 Land Group, LLC (Precinct 4)

1) The Court finds that:

a.) 1825 Land Group, LLC has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is ALL THAT CERTAIN 5.837 ACRES of land out of a called 16.628 acre tract known as Tract 13-A out of the Byron W. Frierson 1203.714 acre Tract and being situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and being the same tract conveyed to James Houston Trammell, Jr. and wife, Linda Diane Trammell, as described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and conveyed to 1825 Land Group, LLC in County Clerk's File No. 2025-056922; and

c.) The 5.837 acre tract is to be divided into four tracts along County Road 289, one of the four tracts being along County Road 289 and County Road 3: Tract 1 with 2.51 acres and approximately 333 feet of frontage along CR 289 and approximately 321 feet of frontage along CR 3, Tract 2 with 1.00 acre and approximately 135 feet of frontage along CR 289, Tract 3 with 1.00 acre and approximately 135 feet of frontage along CR 289, and Tract 4 with 1.34 acres and approximately 243 feet of frontage along CR 289; and

d.) The Brazoria County Environmental Health Department has provided a letter dated February 12, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated January 23, 2026 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by 1825 Land Group, LLC is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of 1825 Land Group, LLC tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED:
12-1-25

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov. For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: 1825 Land Group LLC **Phone:** [redacted]

Name: (Ryan Birdsong + Dakota Schmidt)

Owner Signature: [signature] **Date:** 12/1/25

Owner Signature: [signature] **Date:** 12/1/25

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: [redacted]

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 5.837

Site Address or Legal Location, Abstract, CR #: CR 3 + 289 (west corner)

Property ID#: 158954

Tax Account #: 0118-0093-000

Number of Structures: 0 *Mobile Homes:* — *Other homes:* —

Business or other structure with restrooms: No

Private Water Well check: ☐ *YES* or ☑ *NO* (None currently)

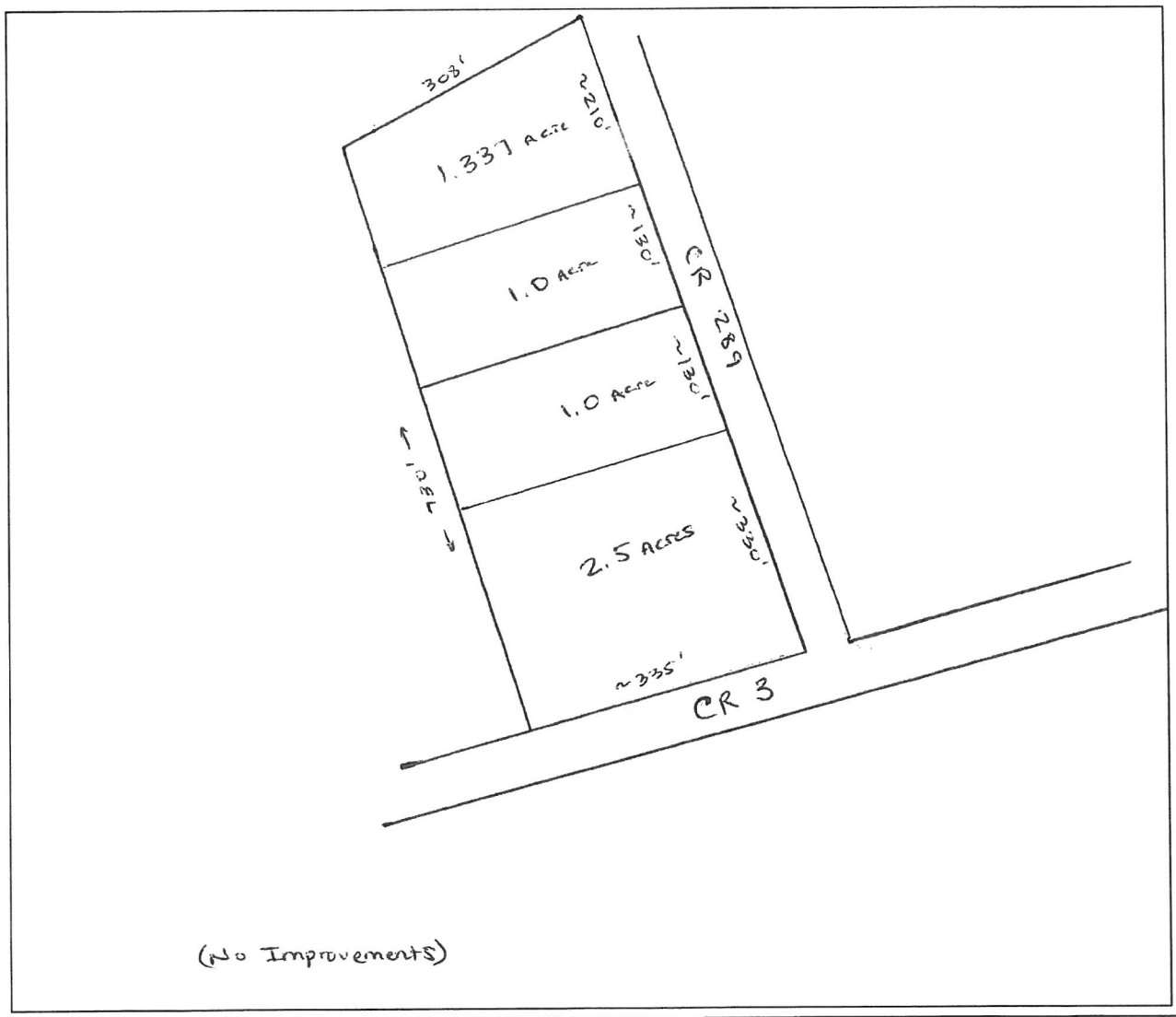
Public Water System MUD or Provider: No

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location * , spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – _____

_____



Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

New Application Submissions will receive a confirmation of receipt within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☑ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☑ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - → Completed on Pg. 2
- ☑ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office 2025056922

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - → Total acreage and new lot name *must* be notated within each desired lot
  - → Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - → Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - → Total acreage and new lot names must be notated within each desired lot
  - → Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - → Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: November 20, 2025

Grantor: JAMES H. TRAMMELL, III, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF JAMES HOUSTON TRAMMELL, JR., deceased under Cause No. PR44994, Probate Court No. 4, Brazoria County, Texas; and,

LINDA DIANE TRAMMELL

Grantor's Mailing Address:

P.O. BOX 1253
PORT BOLIVAR, TEXAS 77650

Grantee: 1825 LAND GROUP LLC, a Texas limited liability company

Grantee's Mailing Address:

1825 LAND GROUP LLC
232 Plantation Dr.
Lake Jackson, Texas 77566

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

ALL THAT CERTAIN 5.837 ACRES of land out of a called 16.628 acre tract known as Tract 13-A out of the Byron W. Frierson 1203.714 acre Tract and being situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and being the same tract conveyed to James Houston Trammell, Jr. and wife, Linda Diane Trammell, as described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and more fully described in Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance:

None

FILED BY
ALAMO TITLE COMPANY
ATCH2514729S

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2026, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

When the context requires, singular nouns and pronouns include the plural.

JAMES H. TRAMMELL III, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF JAMES HOUSTON TRAMMELL, JR., deceased

STATE OF TEXAS)

COUNTY OF Brazoria)

This instrument was acknowledged before me on November 20, 2025, by JAMES H. TRAMMELL III, INDEPENDENT ADMINISTRATOROF THE ESTATE OF JAMES HOUSTON TRAMMELL, JR., deceased.

KATY E. MILLER
Notary Public, State of Texas
Comm. Expires 02-01-2027
Notary ID 125963698

Notary Public, State of Texas
My commission expires: 02-01-2027

Linda Diane Trammell
LINDA DIANE TRAMMELL

STATE OF TEXAS)
COUNTY OF Brazoria)

This instrument was acknowledged before me on November 21, 2025, by LINDA DIANE TRAMMELL.

Katy E Miller
Notary Public, State of Texas
My commission expires: 2-1-27

KATY E. MILLER
Notary Public, State of Texas
Comm. Expires 02-01-2027
Notary ID 125963698

PREPARED IN THE OFFICE OF:
LAW OFFICE OF JARROD D. SMITH
122 E Myrtle
ANGLETON, TX 77515
Tel: (979) 849-1286
Fax: (979) 849-6672

AFTER RECORDING RETURN TO:
1825 LAND GROUP LLC
232 Plantation Dr.
Lake Jackson, Texas 77566

EXHIBIT A

Order No.: ATCH25147295

ALL THAT CERTAIN 5.837 ACRES of land out of a called 16.628 acre tract known as Tract 13-A out of the Byron W. Frierson 1203.714 acre Tract and being situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and being the same tract conveyed to James Houston Trammell, Jr. and wife, Linda Diane Trammell, as described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and more fully described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and distances are horizontal surface level lengths as follows:

COMMENCEING at the South corner of the original 1203.714 acre tract; Thence North 61°13'13"East, 3093.24 feet; Thence North 24°35'22"West, 1043.67 feet along the Northeast line of the Lone Star Salt Water 200 foot ditch to the South corner of said called 16.628 acre tract; Thence North 64°11'12"East, 846.16 feet along the centerline of County Road # 3 (80' R.O.W.) to the South corner and POINT OF BEGINNING of herein described 5.837 acre tract;

THENCE, North 30°00'36" West, coincident with a called 10.775 acre tract conveyed to Rogelio & Esmeralda Salinas as described in Clerk's File No. 2008-010867 of the Official Records of Brazoria County, Texas, at 41.33 feet pass a found 5/8" iron rod in the North right-of-way line of said County Road # 3, continuing for a total distance of 730.24 feet to a found iron pipe for the Northwest corner of herein described tract, same being the Northeast corner of said called 10.775 acre tract;

THENCE North 42°25'03" East, coincident with a called 4.00 acre Tract being conveyed to David Cogswell, Jr. as described in Clerk File No. 2015-016591 of the Official Records of Brazoria County, Texas, at 308.06 feet pass a 5/8" iron rod set in the Southwest right-of-way line of County Road 289 and continue for a total distance of 338.01 feet to a point in the centerline of said road for the North corner of herein described tract;

THENCE, South 30°00'36" East, coincident with the centerline of said County Road 289, a distance of 848.27 feet to a point for corner at the intersection of said County Road 289 and said County Road # 3 for the East corner of herein described tract;

THENCE along a curve to the left, in the centerline of said County Road #3, having a radius of 2864.79 feet, a delta of 04°11'48", an arc length of 209.83, a chord bearing of South 62°05'48"West, a chord distance of 209.81 feet to the point of tangency;

THENCE South 64°11'15" West, coincident with centerline of said County Road #3, a distance of 112.87 feet to the PLACE OF BEGINNING and containing 5.837 acres of land more or less.

FILED and RECORDED

Instrument Number: 2025056922

Filing and Recording Date: 11/24/2025 03:36:35 PM Pages: 5 Recording Fee: $37.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

STATE OF TEXAS COUNTY OF BRAZORIA

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-crystalm

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

February 12, 2026

RE: Subdivision of Property
Subdivision Name (if applicable): 1825 Land Group LLC Property
Legal Description of Property: A0118 ZENO PHILLIPS, TRACT 3F3A, ACRES 5.85
Site Address of Property: County Road 3, Sweeny, TX 77480

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The property is proposed to be divided into 4 lots: Lot 3F-3A1 2.51-acres, Lot 3F-3A2 1.00-acre, Lot 3F-3A3 1.00-acre, and Lot 3F-3A4 1.34-acres. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0118 ZENO PHILLIPS, TRACT 3F3A, ACRES 5.85 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 5.85 acres, known as Lot 3F-3A out of a called 16.628 acre tract known as Tract 13-A in the Zeno Phillips League, Abstract 118, Brazoria County, Texas at the intersection of County Road 3 and County Road 289..

REASON FOR SURVEY: (Attach survey plat) Partition into a 2.51 acre tract, two 1.00 acre tracts and a 1.34 acre tract.

APPLICANT NAME AND CONTACT INFORMATION (including email): Ryan Birdsong at Birdsong Real Estate 232 Plantation Drive Lake Jackson, TX 77566
ryan@birdsongrealtors.com 979-292-6205

OWNER NAME AND ADDRESS: (If different than applicant) .1825 Land Group LLC
Same address and contact information

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.
4. Available drainage is to CR 3 and CR 289

AFFIRMATION OF THE CONDITIONS BY OWNER:

Signature of Owner — Date: 2/13/26

AUTHORIZATION FROM DRAINAGE DISTRICT:
Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Signature — Date: 1-23-2026

COPIES TO:
Applicant- Ryan Birdsong
Michael Bendit, District Accountant
Natalie Broaddus- District's Attorney
Section Director- John Richers
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK **BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR** **237 E. Locust St. Suite 104** **Angleton, TX 77515** **(979) 864-1320**	**Tax Certificate** **Property Account Number:** **01180093000**

Statement Date: 02/04/2026 **Owner:** 1825 LAND GROUP LLC **Mailing Address:** 232 PLANTATION DR LAKE JACKSON TX 775666141	**Property Location:** COUNTY ROAD 3 **Legal:** A0118 ZENO PHILLIPS TRACT 3F3A ACRES 5.85

TAX CERTIFICATE FOR ACCOUNT : 01180093000
AD NUMBER: 158954
GF NUMBER:
CERTIFICATE NO : 4111352

FEE : $10.00
DATE : 2/4/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 181,670

EXEMPTIONS: 23.231 Circuit Breaker Limitation

REQUESTED BY
BIRDSONG RYAN

232 PLANTATION DR
LAKE JACKSON TX 77566

TAX UNIT

BC EMERGENCY SERVICES #2
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 01180093000

CERTIFICATE NO : 4111352

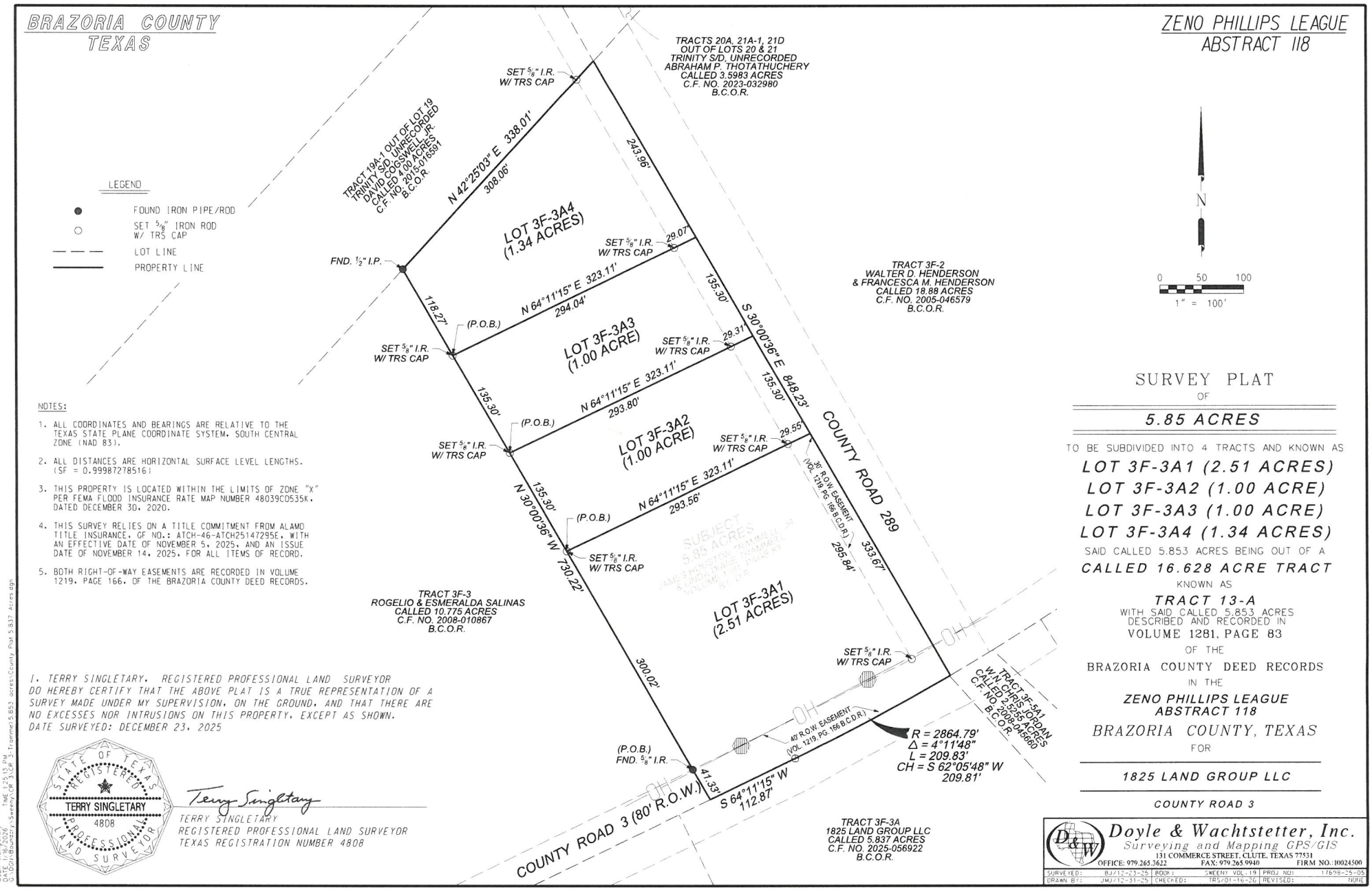
TOTAL CERTIFIED TAX DUE 2/2026 : **$0.00**

Signature of Authorized officer of collection office

02/04/26
Date

BRAZORIA COUNTY
TEXAS

ZENO PHILLIPS LEAGUE
ABSTRACT 118



NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987278516)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0535K, DATED DECEMBER 30, 2020.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM ALAMO TITLE INSURANCE, GF NO.: ATCH-46-ATCH25147295E, WITH AN EFFECTIVE DATE OF NOVEMBER 5, 2025, AND AN ISSUE DATE OF NOVEMBER 14, 2025, FOR ALL ITEMS OF RECORD.
5. BOTH RIGHT-OF-WAY EASEMENTS ARE RECORDED IN VOLUME 1219, PAGE 166, OF THE BRAZORIA COUNTY DEED RECORDS.

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: DECEMBER 23, 2025

STATE OF TEXAS REGISTERED TERRY SINGLETARY 4808 PROFESSIONAL LAND SURVEYOR

Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

SURVEY PLAT
OF
5.85 ACRES

TO BE SUBDIVIDED INTO 4 TRACTS AND KNOWN AS

LOT 3F-3A1 (2.51 ACRES)
LOT 3F-3A2 (1.00 ACRE)
LOT 3F-3A3 (1.00 ACRE)
LOT 3F-3A4 (1.34 ACRES)

SAID CALLED 5.853 ACRES BEING OUT OF A
CALLED 16.628 ACRE TRACT
KNOWN AS
TRACT 13-A
WITH SAID CALLED 5.853 ACRES DESCRIBED AND RECORDED IN
VOLUME 1281, PAGE 83
OF THE
BRAZORIA COUNTY DEED RECORDS
IN THE
ZENO PHILLIPS LEAGUE ABSTRACT 118
BRAZORIA COUNTY, TEXAS
FOR
1825 LAND GROUP LLC

COUNTY ROAD 3

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.: 10024500

SURVEYED:	BJ/12-23-25	BOOK:	SWEENY VOL. 19	PROJ NO:	17698-25-05
DRAWN BY:	JMJ/12-31-25	CHECKED:	TRS/01-16-26	REVISED:	NONE

USER: tsingletary
DATE: 1/16/2026 TIME: 1:25:13 PM
G:\Data Base\Sweeny\GF 3\GF 3 Tramme\5.853 acres\County Plat 5.837 Acres.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT 3F-3A1
2.51 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 2.51 ACRES of land to be known as Lot 3F-3A1, being out of a called 5.853 acre tract as conveyed to James Houston Trammell, Jr. and Linda Diane Trammell, and described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and in Clerk's File Number 2025-056922 of the Official Records, Brazoria, County, Texas, and said called 5.853 acre tract being out Tract 13-A, a called 16.628 acre tract out of the Byron W. Frierson 1203.714 acre tract and situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and more fully described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and distances are horizontal surface level lengths as follows:

BEGINNING at a found 5/8" iron rod along the Northerly Right-of-Way line of County Road 3, an 80 foot right-of-way as described in Volume 1219, Page 166, of the Deed Records, Brazoria County, Texas, and located along the Easterly boundary line of Tract 3F-3, a called 10.775 acre tract, as conveyed to Rogelio and Esmeralda Salinas as described in County Clerk's File Number 2008-010867 of the Official Records, Brazoria County, Texas and same being along the Westerly boundary line of the said Trammell called 5.853 acre tract;

THENCE North 30°00'36" West, coincident with Easterly boundary line of said Tract 3F-3, for a distance of 300.02 feet to a set 5/8" iron rod for corner, same being the Southwesterly corner of Lot 3F-3A2, a called 1.00 acre tract, and same being the Northwesterly corner of the herein described 2.51 acre tract;

THENCE North 64°11'15" East, coincident with Southerly boundary line of said Lot 3F-3A2, at 293.56 feet pass a set 5/8" iron rod along the Southwesterly Right-of-Way line of County Road 289, and continuing for a total distance of 323.11 feet to the approximate centerline of County Road 289 and being the Northeasterly corner of the herein described 2.51 acre tract;

THENCE South 30°00'36" East, coincident with the approximate centerline of said County Road 289, a distance of 333.67 feet to a point for corner in the approximate centerlines and intersection of County Road 289 and County Road 3, an 80 foot right-of-way, and same being the Southeasterly corner of the herein described 2.51 acre tract;

THENCE along a curve to the left, along the centerline of said County Road 3, having a radius of 2864.79 feet, a delta of 04°11'48", an arc length of 209.83, a chord bearing of South 62°05'48" West, and a chord length of 209.81 feet to the point of tangency;

THENCE South 64°11'15" West, coincident with centerline of said County Road 3, a distance of 112.87 feet to a point for corner and same being the East corner of the said Tract 3F-3 and same being the Southwesterly corner of the herein described 2.51 acre tract;

THENCE North 30°00'36" West, coincident with the Easterly boundary line of said Tract 3F-3, for a distance of 41.33 feet to the **PLACE OF BEGINNING** and containing 2.51 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT 3F-3A2
1.00 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 1.00 ACRE of land to be known as Lot 3F-3A2, being out of a called 5.853 acre tract as conveyed to James Houston Trammell, Jr. and Linda Diane Trammell, and described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and in Clerk's File Number 2025-056922 of the Official Records, Brazoria, County, Texas, and said called 5.853 acre tract being out Tract 13-A, a called 16.628 acre tract out of the Byron W. Frierson 1203.714 acre tract and situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and more fully described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and distances are horizontal surface level lengths as follows:

COMMENCING at a found 5/8" iron rod along the Northerly Right-of-Way line of County Road 3, an 80 foot right-of-way as described in Volume 1219, Page 166, of the Deed Records, Brazoria County, Texas, and located along the Easterly boundary line of Tract 3F-3, a called 10.775 acre tract, as conveyed to Rogelio and Esmeralda Salinas as described in County Clerk's File Number 2008-010867 of the Official Records, Brazoria County, Texas and same being along the Westerly boundary line of the said Trammell called 5.853 acre tract;

THENCE North 30°00'36" West, coincident with the Easterly boundary line of said Tract 3F-3, for a distance of 300.02 feet to a set 5/8" iron rod, being the Northwesterly corner of Lot 3F-3A1, a called 2.51 acre tract and same being the Southwesterly corner and **POINT OF BEGINNING** of the herein described 1.00 acre tract;

THENCE North 30°00'36" West, coincident with Easterly boundary line of said Tract 3F-3, for a distance of 135.30 feet to a set 5/8" iron rod for corner, same being the Southwesterly corner of Lot 3F-3A3, a called 1.00 acre tract, and same being the Northwesterly corner of the herein described 1.00 acre tract;

THENCE North 64°11'15" East, coincident with Southerly boundary line of said Lot 3F-3A3, at 293.80 feet pass a set 5/8" iron rod along the Southwesterly Right-of-Way line of County Road 289, and continuing for a total distance of 323.11 feet to the approximate centerline of County Road 289 and being the Northeasterly corner of the herein described 1.00 acre tract;

THENCE South 30°00'36" East, coincident with the approximate centerline of said County Road 289, a distance of 135.30 feet to a point for corner in the approximate centerline of County Road 289 and same being the Southeasterly corner of the herein described 1.00 acre tract;

LOT 3F-3A2
1.00 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 64°11°15" West, coincident with the Northerly boundary line of said Lot 3F-3A1, at 29.55 feet pass a set 5/8" iron rod and continue for a total distance of 323.11 feet to the **PLACE OF BEGINNING** and containing 1.00 acre of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601
Phone: 979-265-3622 • Fax: 979-265-9940 • Website: DW-Surveyor.com

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT 3F-3A3
1.00 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 1.00 ACRE of land to be known as Lot 3F-3A3, being out of a called 5.853 acre tract as conveyed to James Houston Trammell, Jr. and Linda Diane Trammell, as described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and in Clerk's File Number 2025-056922 of the Official Records, Brazoria, County, Texas, and said called 5.853 acre tract being out Tract 13-A, a called 16.628 acre tract out of the Byron W. Frierson 1203.714 acre tract and situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and more fully described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and distances are horizontal surface level lengths as follows:

COMMENCING at a found 5/8" iron rod along the Northerly Right-of-Way line of County Road 3, an 80 foot right-of-way as described in Volume 1219, Page 166, of the Deed Records, Brazoria County, Texas, and located along the Easterly boundary line of Tract 3F-3, a called 10.775 acre tract, as conveyed to Rogelio and Esmeralda Salinas as described in County Clerk's File Number 2008-010867 of the Official Records, Brazoria County, Texas and same being along the Westerly boundary line of the said Trammell called 5.853 acre tract;

THENCE North 30°00'36" West, coincident with the Easterly boundary line of said Tract 3F-3, for a distance of 435.32 feet to a set 5/8" iron rod, being the Northwesterly corner of Lot 3F-3A2, a called 1.00 acre tract and same being the Southwesterly corner and **POINT OF BEGINNING** of the herein described 1.00 acre tract;

THENCE North 30°00'36" West, coincident with Easterly boundary line of said Tract 3F-3, for a distance of 135.30 feet to a set 5/8" iron rod for corner, same being the Southwesterly corner of Lot 3F-3A4, a called 1.34 acre tract, and same being the Northwesterly corner of the herein described 1.00 acre tract;

THENCE North 64°11'15" East, coincident with Southerly boundary line of said Lot 3F-3A4, at 294.04 feet pass a set 5/8" iron rod along the Southwesterly Right-of-Way line of County Road 289, and continuing for a total distance of 323.11 feet to the approximate centerline of County Road 289 and being the Northeasterly corner of the herein described 1.00 acre tract;

THENCE South 30°00'36" East, coincident with the approximate centerline of said County Road 289, a distance of 135.30 feet to a point for corner in the approximate centerline of County Road 289 and same being the Southeasterly corner of the herein described 1.00 acre tract;

LOT 3F-3A3
1.00 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 64°11°15" West, coincident with the Northerly boundary line of Lot 3F-3A2, a called 1.00 acre tract at 29.31 feet pass a set 5/8" iron rod and continue for a total distance of 323.11 feet to the **PLACE OF BEGINNING** and containing 1.00 acre of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT 3F-3A4
1.34 ACRE TRACT
ZENO PHILLIPS LEAGUE, ABSTRACT 118
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 1.34 ACRES of land to be known as Lot 3F-3A4, being out of a called 5.853 acre tract as conveyed to James Houston Trammell, Jr. and Linda Diane Trammell, and described in Volume 1281, Page 83 of the Deed Records of Brazoria County, Texas and in Clerk's File Number 2025-056922 of the Official Records, Brazoria, County, Texas, and said called 5.853 acre tract being out Tract 13-A, a called 16.628 acre tract out of the Byron W. Frierson 1203.714 acre tract and situated in the Zeno Phillips League, Abstract 118, Brazoria County, Texas and more fully described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD 83) in which the directions are Lambert grid bearings and distances are horizontal surface level lengths as follows:

COMMENCING at a found 5/8" iron rod along the Northerly Right-of-Way line of County Road 3, an 80 foot right-of-way as described in Volume 1219, Page 166, of the Deed Records, Brazoria County, Texas, and located along the Easterly boundary line of Tract 3F-3, a called 10.775 acre tract, as conveyed to Rogelio and Esmeralda Salinas as described in County Clerk's File Number 2008-010867 of the Official Records, Brazoria County, Texas and same being along the Westerly boundary line of the said Trammell called 5.853 acre tract;

THENCE North 30°00'36" West, coincident with the Easterly boundary line of said Tract 3F-3, for a distance of 570.62 feet to a set 5/8" iron rod, being the Northwesterly corner of Lot 3F-3A3, a called 1.00 acre tract and same being the Southwesterly corner and **POINT OF BEGINNING** of the herein described 1.34 acre tract;

THENCE North 30°00'36" West, coincident with Easterly boundary line of said Tract 3F-3, for a distance of 118.27 feet to a found 1/2" iron pipe for the Northeasterly corner of said Tract 3F-3 and same being located along the Southeasterly boundary line of Tract 19A-1, a called 4.00 acre tract out of Lot 19, Trinity Subdivision, an unrecorded subdivision as conveyed to David Cogswell, Jr. and described in County Clerk's File Number 2015-016591 of the Official Records, Brazoria County, Texas and same being the Northwesterly corner of the herein described 1.34 acre tract;

THENCE North 42°25'03" East, coincident with Southeasterly boundary line of said Tract 19A-1, at 308.06 feet pass a set 5/8" iron rod along the Southwesterly Right-of-Way easement line of County Road 289, and continuing for a total distance of 338.01 feet to the approximate centerline of said County Road 289 and same being the Northeasterly corner of the herein described 1.34 acre tract;

THENCE South 30°00'36" East, coincident with the approximate centerline of said County Road 289, for a distance of 243.96 feet to a point for corner located along the approximate centerline of said County Road 289 and same being the Northeasterly corner of said Lot 3F-3A3 and same being the Southeasterly corner of the herein described 1.34 acre tract;

THENCE South 64°11°15" West, coincident with the Northerly boundary line of said Lot 3F-3A3, at 29.07 feet pass a set 5/8" iron rod and continue for a total distance of 323.11 feet to the **PLACE OF BEGINNING** and containing 1.34 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **3/10/2026**

Exception to Subdivision Platting for The Feed Store and More, LLC (Precinct 4)

1) The Court finds that:

a.) The Feed Store and More, LLC has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is a 3.94 acre tract of land (called 3.937 acres) in the Stephen F. Austin 7-1/3 Leagues Grant, Abstract No. 20, Brazoria County, Texas; said 3.94 acre tract being part of Lot 16, Block 8 of the Wild Peach Subdivision, according to the Corrected Plat of said subdivision being recorded in Volume 4, Pages 1 and 2 of the Plat Records of Brazoria County, Texas; A one-half interest in said 3.937 acre tract being conveyed to Brazosport Grounds Maintenance from Jaime Galvan and wife, Martha A. Galvan by deed dated November 27, 1991 and Recorded in Volume (91) 976, Page 606 of the Official Records of Brazoria County, Texas; a one-half interest in said 3.937 acre tract being conveyed to Pleasant Surroundings from Jaimie Galvan and wife, Martha A. Galvan by deed dated April 1, 2003 and recorded in County Clerk's File No. 03-023690 of the Official Records of Brazoria County, Texas, and conveyed to The Feed Store and More, LLC in County Clerk's File No. 2019-052793; and

c.) The 3.95 acre tract is to be divided into two tracts; one tract along County Road 507 and one tract along SH 36: Tract 1 with 1.59 acres and approximately 227 feet of frontage along CR 507, Tract 2 with 2.36 acres and approximately 316 feet of frontage along SH 35; and

d.) The Brazoria County Environmental Health Department has provided a letter dated February 9, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated January 19, 2026 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by The Feed Store and More, LLC is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of The Feed Store and More, LLC tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED: 10/3

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Alesia Stewart **Phone:** [redacted]

Name: _____

Owner Signature: Alesia Stewart **Date:** 10-2-2025

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: [redacted]

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☐ Divide lot – *See Section III. - You may not create more than 4 lots*
☑ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____ (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 3.95

Site Address or Legal Location, Abstract, CR #: 4228 C.R. 507, Brazoria, Tx., 77422

Property ID#: 8305002400 0

Tax Account #: 84-3218704

Number of Structures: 5 *Mobile Homes:* _____ *Other homes:* yes

Business or other structure with restrooms: 2

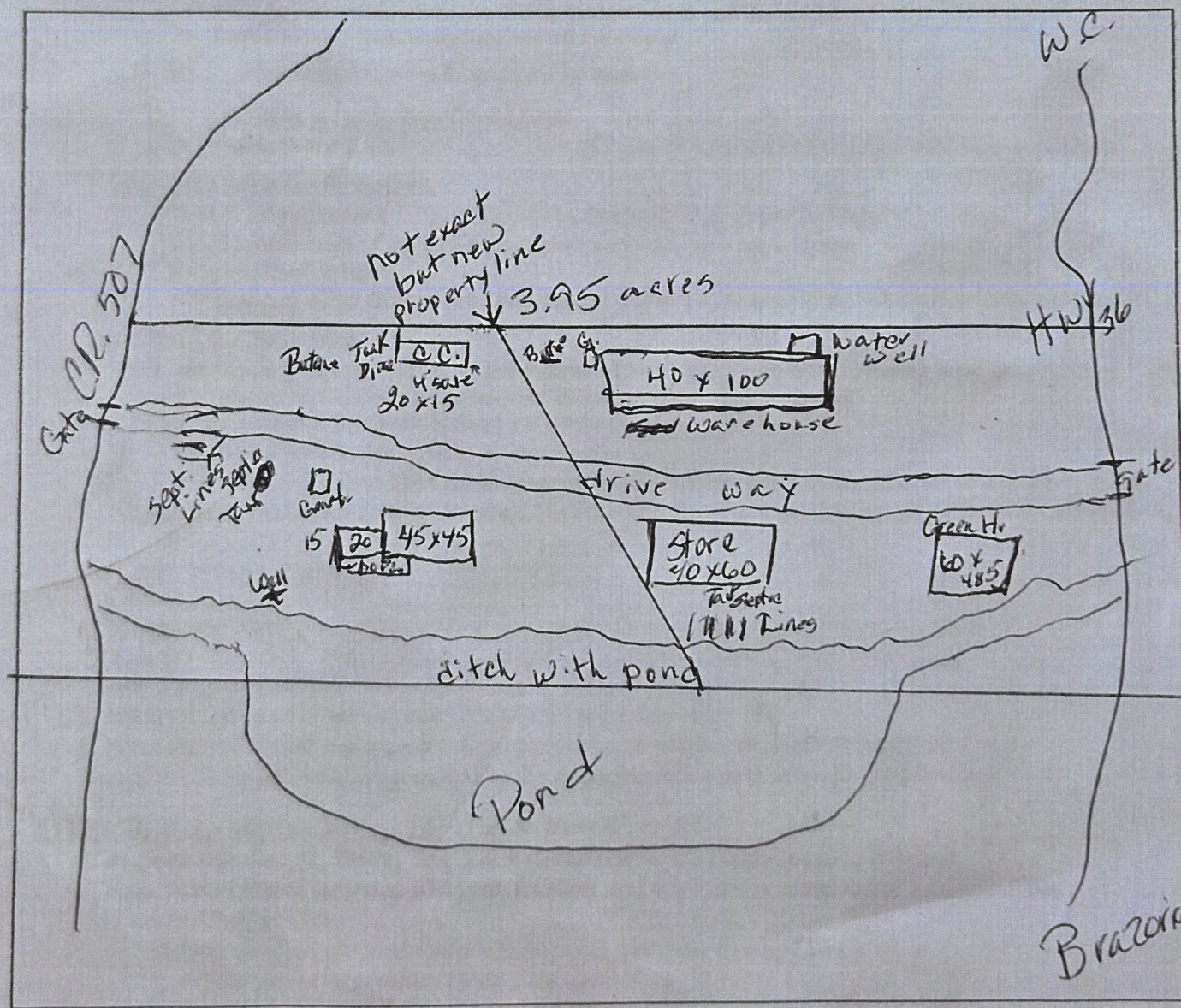
Private Water Well check: ☑ *YES* or ☐ *NO*

Public Water System MUD or Provider: NO

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – 8305 00 24000



Ⓢ 2 Septic Tank Ⓦ 2 Water Well Conventional Septic System – · – · – · – · – Septic Lines *Spray Head add circle radius

2019052793
Total Pages: 4 AP

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF **BRAZORIA** §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THAT **RICKY G. PATE and wife, SHARON M. PATE**, hereinafter called Grantor, for and in consideration of good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, TRANSFERRED AND CONVEYED, and by these presents does GRANT, TRANSFER AND CONVEY unto **THE FEED STORE AND MORE, LLC, a Texas limited liability company**, herein after called Grantee, the real property more particularly described on Exhibit "A" attached hereto.

THIS CONVEYANCE is made and accepted subject to the following matters, to the extent same are in effect at this time:

The following matters and all terms of the documents creating or offering evidence of the matters:

A. **Easement for roadway purposes, 15 feet in width, off the westerly end of property, as set forth in Deed recorded in Volume 87, Page 308, Deed Records of Brazoria County, Texas.**

B. **Easement to Texas New Mexico Power Company recorded in County Clerk's File No. 93034376, of the Official Public Records of Brazoria County, Texas for the purpose as set forth therein, and located along the northerly side.**

C. **Affidavit to the public regarding on-site sewage facility as recorded in County Clerk's File No. 2013040610, Official Public Records, Brazoria County, Texas.**

FURTHER THIS CONVEYANCE is made and accepted subject to any titles or rights asserted by anyone, including but not limited to, persons, corporations, governments or other entities, to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to statutory water rights, including riparian rights or to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

GF# 78572
GREAT AMERICAN TITLE

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 06, 2025

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS THE GRANTOR this the 23 day of October, 2019.

RICKY G. PATE

SHARON M. PATE

Address of Grantee:
THE FEED STORE & MORE, LLC
9419 CR 400
Brazoria, TX 77422

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument is acknowledged before me on the 23 day of October, 2019, by **RICKY G. PATE.**

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2022
Notary ID 125625938

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument is acknowledged before me on the 23 day of October, 2019, by **SHARON M. PATE.**

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2022
Notary ID 125625938

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 06, 2025

EXHIBIT "A"

FIELD NOTES OF A 3.94 ACRE TRACT OF LAND (CALLED 3.937 ACRES) IN THE STEPHEN F. AUSTIN 7-1/3 LEAGUES GRANT, ABSTRACT NO. 20, BRAZORIA COUNTY, TEXAS; SAID 3.94 ACRE TRACT BEING PART OF LOT 16, BLOCK 8 OF THE WILD PEACH SUBDIVISION, ACCORDING TO THE CORRECTED PLAT OF SAID SUBDIVISION BEING RECORDED IN VOLUME 4, PAGES 1 AND 2 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS; A ONE-HALF INTEREST IN SAID 3.937 ACRE TRACT BEING CONVEYED TO BRAZOSPORT GROUNDS MAINTENANCE FROM JAIME GALVAN AND WIFE, MARTHA A. GALVAN BY DEED DATED NOVEMBER 27, 1991 AND RECORDED IN VOLUME (91) 976, PAGE 606 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; A ONE-HALF INTEREST IN SAID 3.937 ACRE TRACT BEING CONVEYED TO PLEASANT SURROUNDINGS FROM JAIME GALVAN AND WIFE, MARTHA A. GALVAN BY DEED DATED APRIL 1, 2003 AND RECORDED IN COUNTY CLERK' S FILE NO. 03-023690 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 3.94 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron pipe found in the East right-of-way line of County Road 507 (60 feet wide); said pipe being in the South line of Lot 16 and the North line of Lot 18, Block 8; said pipe also being in the North line of a 3.00 acre tract described in a deed recorded in County Clerk's File No. 06-040422 of the Official Records of Brazoria County, Texas;

THENCE; North 0 deg. 19' 40" West 226.56 feet, along the East right-of-way line of County Road 507, to a 1/2" iron rod found for corner at the Southwest corner of a 2.82 acre tract described in a deed recorded in County Clerk's File No. 97-026799 of the Official Records of Brazoria County, Texas;

THENCE; North 89 deg. 52' 37" East 647.49 feet (called 646.43 feet), along the South line of said 2.82 acre tract, to a 5/8" iron rod found for corner in the Southwest right-of-way line of State Highway 36;

THENCE; In a Southeasterly direction, along the Southwest right-of-way line of State Highway 36, around a curve to the left having a radius of 11,519.20 feet, at an arc distance of 119.36 feet pass a concrete right-of-way monument found on said curve, and continuing to a total arc length of 316.34 feet (called 315.79 feet) and a total chord bearing and distance of South 44 deg. 09' 31" East 316.33 feet to a 1/2" iron pipe found for corner in the South line of said Lot 16 and the North line of said Lot 18;

THENCE; South 89 deg. 56' 00" West (Reference Bearing) 866.56 feet, along the South line of said Lot 16 and the North line of said Lot 18, to the Place of Beginning;

Said tract therein containing 3.94 acres of land.

AFTER RECORDING RETURN TO:
GREAT AMERICAN TITLE CO.
471 THIS WAY
LAKE JACKSON, TX 77566

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 06, 2025

FILED and RECORDED

Instrument Number: 2019052793

Filing and Recording Date: 10/24/2019 03:05:45 PM Pages: 4 Recording Fee: $34.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-krystal

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 06, 2025

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $300

Certificate of Formation
Limited Liability Company

Filed in the Office of the
Secretary of State of Texas
Filing #: 803428581 09/24/2019
Document #: 915833660002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

The Feed Store & More LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Alesia Stewart

C. The business address of the registered agent and the registered office address is:

Street Address:
9419 CR 400 Brazoria TX 77422

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☐ A. The limited liability company is to be managed by managers.

OR

☑ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Managing Member 1: **Alesia Stewart** Title: **Managing Member**

Address: **9419 CR 400 Brazoria TX, USA 77422-77422**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

February 9, 2026

Alesia Stewart
4228 County Road 507
Brazoria, TX 77422

RE: Adjusting Lot Lines
Subdivision Name (if applicable) Wild Peach The Feed & More / Alesia Stewart Property PID 265514
Legal Description of Property: WILD PEACH (A0020 S F AUSTIN) BLK 8 LOT 16A (DIV 4) ACRES 3.95
Site Address of Property: 4228 County Road 507, Brazoria, TX 77422

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced sketch implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The survey proposes to divide Lot 16A 3.95-acres into two tracts: Lot 16A1 1.59-acres which will include 1998 built structure, permitted OSSF 9533802623 and 9533802624; Lot 16A2 2.36-acres which will include a 2008 built structure, 2013 built store front, 2023 greenhouses and permitted OSSF 2013-292. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the adjustment of the property described as WILD PEACH (A0020 S F AUSTIN) BLK 8 LOT 16A (DIV 4) ACRES 3.95 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 3.95 acres out of Lot 16, Block 8 of Wild Peach Subdivision, between State Highway 36 and County Road 507 at 4224 County Road 507, Brazoria, TX 77422.

REASON FOR SURVEY: (Attach survey plat) Partition into a 2.36 acre tract fronting on State Highway 36 and a 1.59 acre tract fronting on County Road 507. Both tracts have existing buildings on them.

APPLICANT NAME AND CONTACT INFORMATION (including email): Terry Singletary at Doyle and Wachtstetter, Inc. 131 Commerce Street, Clute, TX 77531 979-265-3622 t.singletary@dw-surveyor.com

OWNER NAME AND ADDRESS: (If different than applicant) .Alesia Stewart 4227 County Road 507, Brazoria County, Texas 77422 [redacted]

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.

AFFIRMATION OF THE CONDITIONS BY OWNER:

Signature of Owner — Date: 2-12-2026

AUTHORIZATION FROM DRAINAGE DISTRICT:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer
201 South Velasco
Angleton, TX 77515
979-248-0620

Signature — Date: 1-19-2026

COPIES TO:
Applicant- Terry Singletary
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- Bubba Davis
Appropriate Building Official- Megan Cook
Owner- Alesia Stewart

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
83050024000

Statement Date:	10/06/2025
Owner:	THE FEED STORE AND MORE LLC
Mailing Address:	4228 COUNTY ROAD 507 BRAZORIA TX 774227133

Property Location: 0004228 COUNTY ROAD 507
Legal: WILD PEACH (A0020 S F AUSTIN) BLK 8 LOT 16A (DI 4) ACRES 3.95

TAX CERTIFICATE FOR ACCOUNT : 83050024000
AD NUMBER: 265514
GF NUMBER:
CERTIFICATE NO : 3599399

FEE : $10.00
DATE : 10/6/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 434,570

EXEMPTIONS:

REQUESTED BY
STEWART ALESIA

4228 CR 507
BRAZORIA TX 77422

TAX UNIT
BC EMERGENCY SERVICES #2
BC EMERGENCY SERVICES #6
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.
THE TAXES TO BE IMPOSED FOR 2025 HAVE NOT YET BEEN CALCULATED.

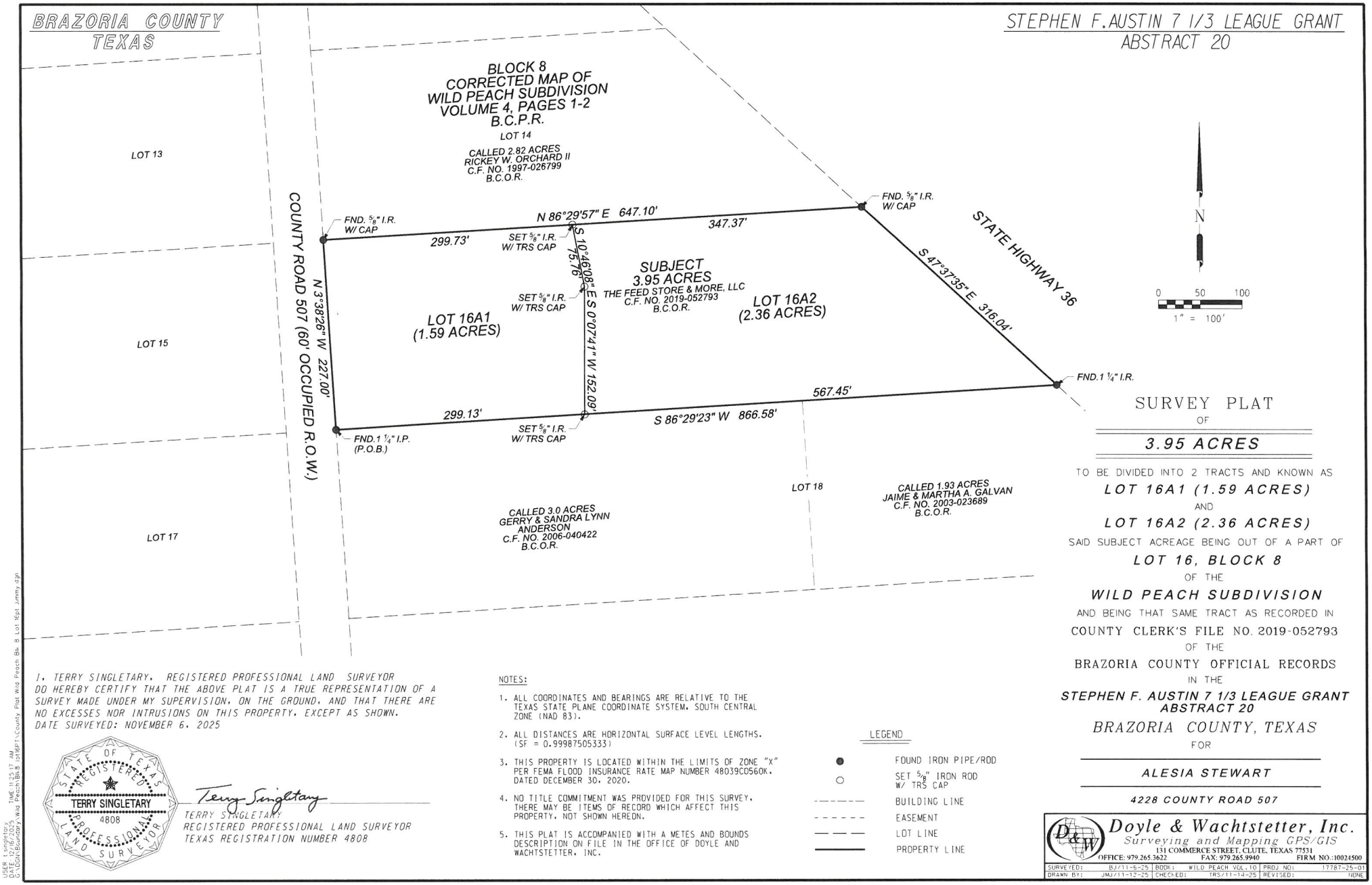
ACCOUNT NUMBER: 83050024000

CERTIFICATE NO : 3599399

TOTAL CERTIFIED TAX DUE 10/2025 : **$0.00**

Lipricia Taylor
Signature of Authorized officer of collection office

10/6/25
Date



SURVEY PLAT

OF

3.95 ACRES

TO BE DIVIDED INTO 2 TRACTS AND KNOWN AS

LOT 16A1 (1.59 ACRES)

AND

LOT 16A2 (2.36 ACRES)

SAID SUBJECT ACREAGE BEING OUT OF A PART OF

LOT 16, BLOCK 8

OF THE

WILD PEACH SUBDIVISION

AND BEING THAT SAME TRACT AS RECORDED IN

COUNTY CLERK'S FILE NO. 2019-052793

OF THE

BRAZORIA COUNTY OFFICIAL RECORDS

IN THE

STEPHEN F. AUSTIN 7 1/3 LEAGUE GRANT
ABSTRACT 20

BRAZORIA COUNTY, TEXAS

FOR

ALESIA STEWART

4228 COUNTY ROAD 507

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: NOVEMBER 6, 2025

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

Terry Singletary

TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987505333)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0560K, DATED DECEMBER 30, 2020.
4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.
5. THIS PLAT IS ACCOMPANIED WITH A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE AND WACHTSTETTER, INC.

LEGEND

- FOUND IRON PIPE/ROD
- SET 5/8" IRON ROD W/ TRS CAP
- BUILDING LINE
- EASEMENT
- LOT LINE
- PROPERTY LINE

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.:10024500

SURVEYED:	BJ/11-6-25	BOOK:	WILD PEACH VOL.10	PROJ NO:	17787-25-01
DRAWN BY:	JMJ/11-12-25	CHECKED:	TRS/11-14-25	REVISED:	NONE

USER: tsingletary
DATE/TIME: 11/25/2025 11:25:17 AM
C:\Civil Projects\Wild Peach\Blk 8 Lot 16pt1\County Plat Wild Peach Blk 8 Lot 16pt1.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT "16A1"
1.59 ACRE TRACT
BLOCK 8
CORRECTED PLAT OF
WILD PEACH SUBDIVISION
VOLUME 4, PAGES 1 & 2
BRAZORIA COUNTY, TEXAS PLAT RECORDS
S.F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1

ALL THAT CERTAIN 1.59 ACRE tract of land being out of a 3.94 acre tract being conveyed to Feed Store & More, LLC, as described in Clerk's File No. 2019-052793 of the Official Records of Brazoria County, Texas and being part of Lot 16, Block 8, of the corrected plat of Wild Peach Subdivision as recorded in Volume 4, page 1 & 2 of the Plat Records of Brazoria County, being located in the S. F. Austin 7 1/3 League Grant, Abstract 20, Brazoria County, Texas, now known as Lot **"16A1"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate system, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

BEGINNING at a found 1-1/4" iron pipe in East right-of-way line of County Road 507 (60' R.O.W.), said pipe being located in the South line of Lot 16 and the North line of Lot 18, Block 8, corrected plat of Wild Peach Subdivision and being the **POINT OF BEGINNING** of herein described Lot "16A1";

THENCE North 03°38'26" West, coincident with the East right-of-way line of County Road 507, a distance of 227.00 feet to a found 5/8" iron rod for the Northwest corner of herein described Lot "16A1";

THENCE North 86°29'57" East, coincident with a called 2.82 acre tract out of Lot 14, Block 8 of the Corrected Plat of Wild Peach Subdivision, said 2.82 acre tract being conveyed to Rickey W. Orchard II, as described in Clerk's File No. 1997-026799 of the Official Records of Brazoria County, Texas, a distance of 299.73 feet to a set 5/8" iron rod for the Northeast corner of herein described Lot "16A1";

THENCE South 10°46'08" East, along the newly created line, a distance of 75.76 feet to a set 5/8" iron rod for angle point for corner;

THENCE South 00°07'41" West, along the newly created line, a distance of 152.09 feet to a set 5/8" iron rod in the North line of said Lot 18, Block 8, for the Southeast corner of herein described Lot "16A1";

THENCE South 86°29'23" West, coincident with a called 3.0 acre tract out of said Lot 18, Block 8, conveyed to Gerry & Sandra Lynn Anderson as described in Clerk's File No. 2006-040422 of the Official Records of Brazoria County, Texas, a distance of 299.13 feet to the **PLACE OF BEGINNING** and containing 1.59 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 480
November 6, 2025

This description is accompanied by a plat dated November 6, 2025, on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

LOT "16A2"
2.36 ACRE TRACT
BLOCK 8
CORRECTED PLAT OF
WILD PEACH SUBDIVISION
VOLUME 4, PAGES 1 & 2
BRAZORIA COUNTY, TEXAS PLAT RECORDS
S.F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1

ALL THAT CERTAIN 2.36 ACRE tract of land being out of a 3.94 acre tract being conveyed to Feed Store & More, LLC, as described in Clerk's File No. 2019-052793 of the Official Records of Brazoria County, Texas and being part of Lot 16, Block 8, of the corrected plat of Wild Peach Subdivision as recorded in Volume 4, page 1 & 2 of the Plat Records of Brazoria County, being located in the S. F. Austin 7 1/3 League Grant, Abstract 20, Brazoria County, Texas, now known as Lot **"16A2"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate system, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

COMMENCING at a found 1-1/4" iron pipe in East right-of-way line of County Road 507 (60' R.O.W.), said pipe being located in the South line of Lot 16 and the North line of Lot 18, Block 8, corrected plat of Wild Peach Subdivision;

THENCE North 86°29'23" East, coincident with a called 3.0 acre tract out of said Lot 18, Block 8, conveyed to Gerry & Sandra Lynn Anderson as described in Clerk's File No. 2006-040422 of the Official Records of Brazoria County, Texas, a distance of 299.13 feet to a set 5/8" iron rod for the **POINT OF BEGINNING** of herein described Lot "16A2";

THENCE North 00°07'41" East, along the newly created line, a distance of 152.09 feet to a set 5/8" iron rod for angle point for corner;

THENCE North 10°46'08" West, along the newly created line, a distance of 75.76 feet to a set 5/8" iron rod for corner being located in the South line of a called 2.82 acre tract being conveyed to Rickey W. Orchard II, as described in Clerk's File No. 1997-026799 of the Official Records of Brazoria County, Texas for the Northwest corner of herein described Lot "16A2";

THENCE North 86°29'57" East, coincident with said called 2.82 acre tract, a distance of 347.37 feet to a found 5/8" iron rod located in the Southwesterly line of State Highway 36 for the Northeast corner of herein described Lot "16A2";

THENCE South 47°37'35" East, along the Southwesterly line of State Highway 36, a distance of 316.04 feet to a found 1-1/4" iron rod for the Southeast corner of herein described Lot "16A2";

THENCE South 86°29'23" West, coincident with a called 1.93 acre tract out of said Lot 18, Block 8, conveyed to Jaime & Martha A. Galvan, as described in Clerk's File No. 2003-023689 of the Official Records of Brazoria County, Texas, a distance of 567.45 feet to the **PLACE OF BEGINNING** and containing 2.36 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 480
November 6, 2025

This description is accompanied by a plat dated November 6, 2025, on file in the office of Doyle & Wachtstetter, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **3/10/2026**

Conditional Acceptance of Roads - Windrose Green Section 6 - Abstract # 318 (Precinct 2)

Whereas, the plat of Windrose Green Section 6 - Abstract # 318 (Precinct 2), was approved by the City of Angleton on January 22, 2026; and filed for record in Brazoria County Official Public Records, County Clerk's File #20260006459 on February 12; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2., dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 dated October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

Street Name	ROW	Length (Ft.)	Length (Mi.)
Parks Edge Lane (ext.)	60 FT	1318 FT	0.25 Mi
Comet Lane	60 FT	285 FT	0.05 Mi
Starlight Street (ext.)	60FT	241 FT	0.05 Mi
Milo Midnight Lane	60 FT	155 FT	0.03 Mi

Whereas, a bond for the warranty period, in the amount of $144,857.98 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

QUIDDITY

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

PRELIMINARY CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: November 10, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Daco Paving, Inc.

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Six

This final Certificate of Substantial Completion applies to:

☒All Work ☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion.

The contractual correction period and applicable warranties required by the Contract shall coincide with the similar correction period of Brazoria County. The commencement of this correction period is established as **November 10, 2025.**

The following documents are attached to and made a part of this Certificate: None

QUIDDITY

PRELIMINARY CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: November 10, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Daco Paving, Inc.

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Six

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: Courtney Just
(Authorized signature)

Name: Courtney B. Just, PE

ACKNOWLEDGED:

By:
Owner (Authorized Signature)

Name: Joe Grabinski

Title: Director of Development

Date: 1/9/2026

ACKNOWLEDGED:

By:
Contractor (Authorized Signature)

Name: William D Ward

Title: Vice President

Date: 1/12/2026

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

December 8, 2025

Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, TX 77515

Re: **Acceptance of Streets**
Windrose Green Section Six

Dear Mr. Hanks:

Please be advised that the below referenced streets in Windrose Green Section Six ($579,431.91) have been constructed in conformance with the Construction Plans, Specifications, and Brazoria County requirements.

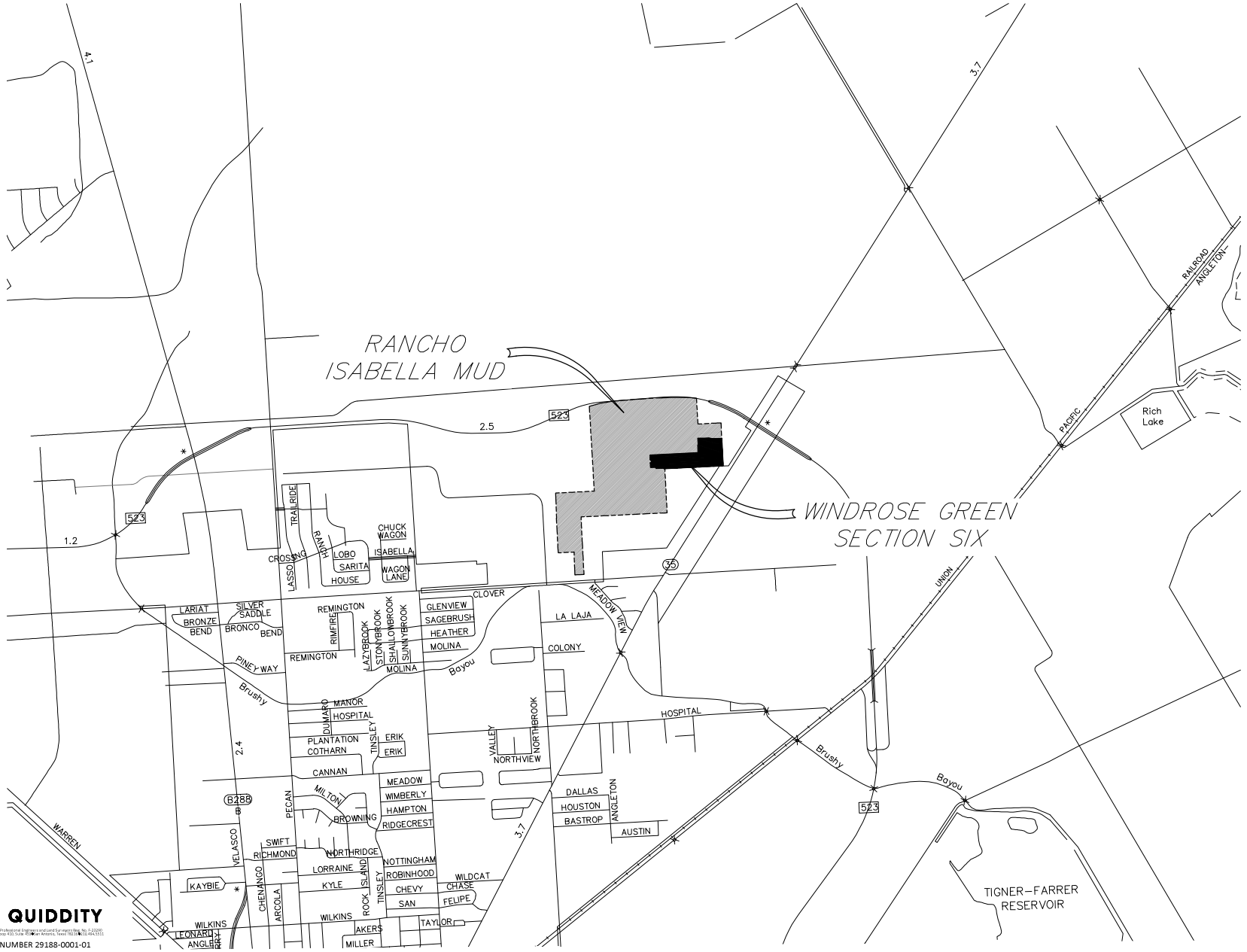
1. Parks Edge Lane, 60' R.O.W., Sta. (1+00.00) to Sta. (14+18.08), 1,318 LF, 0.25 mi
2. Comet Lane, 60' R.O.W., Sta. (14+18.08) to (17+02.58), 285 LF, 0.05 mi
3. Starlight Street, 60' R.O.W., Sta. (1+00.00) to (3+41.21), 241 LF, 0.05 mi
4. Milo Midnight Lane, 60' R.O.W., Sta. (1+00.00) to (2+55.12), 155 LF, 0.03 mi

Sincerely,

Courtney Just

Courtney B. Just, PE
Project Engineer

CBJ/ahr
K:\29188\29188-0001-01 Windrose Green Sec 6 WSD\3 Construction Phase\Acceptance\Brazoria County\BC Acceptance Letter_Windrose Green Sec 6.docx
29188-0001-01



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-22300
615 Northwest Loop 410, Suite 400 San Antonio, Texas 78216 | 210.641.5111

JOB NUMBER 29188-0001-01

WINDROSE GREEN SECTION SIX

VICINITY MAP

K:\29188\29188-0001-01 Windrose Green Sec 6 WSD\3 Construction Phase\Acceptance\Brazoria County\Vicinity Map.dwg ar:1 December 03, 2025

© 2025 QUIDDITY

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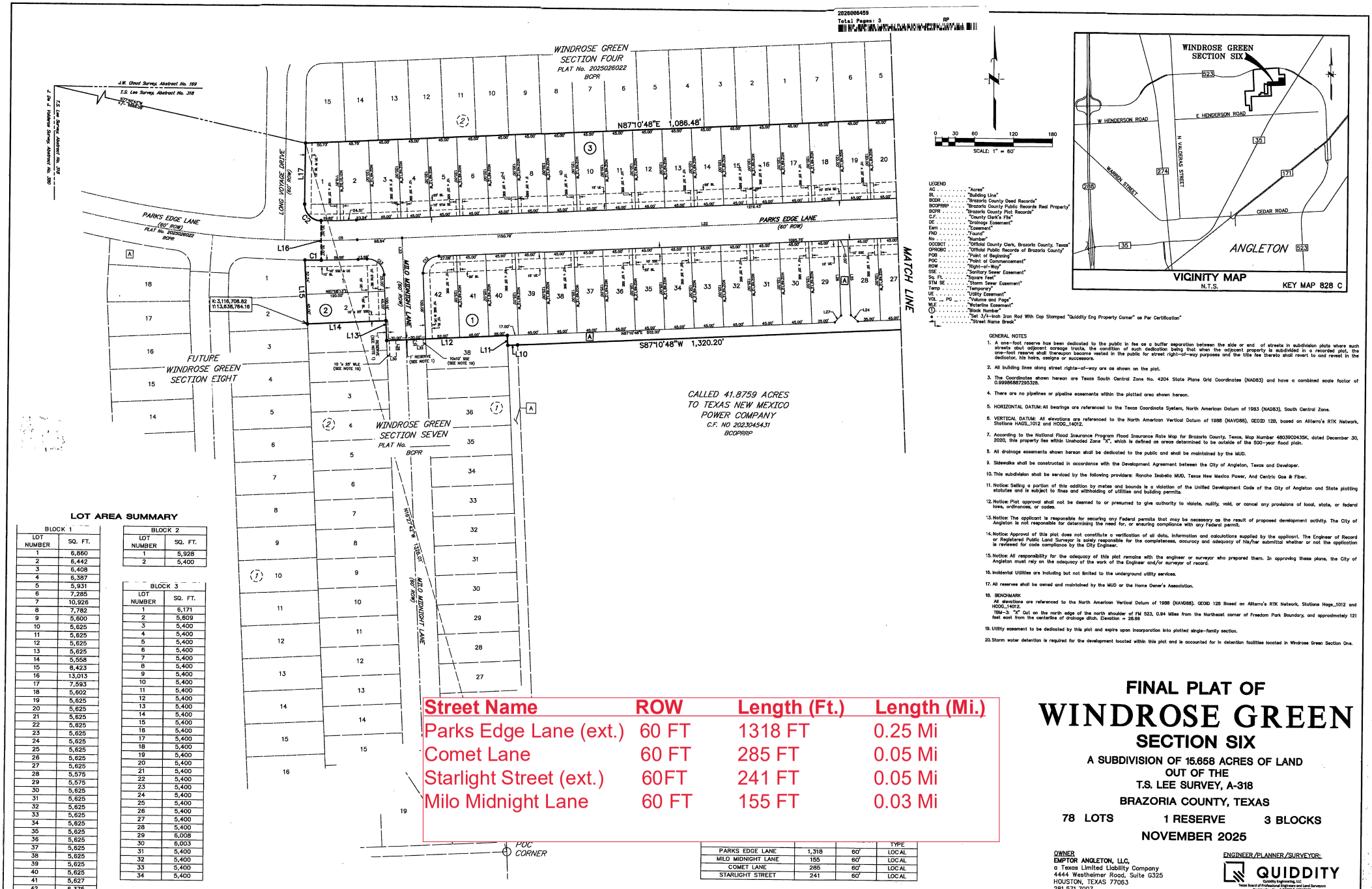
Total Pages: 3



LEGEND

AC	"Acres"
BL	"Building Line"
BCOR	"Brazoria County Deed Records"
BCOPRRP	"Brazoria County Public Records Real Property"
BCPR	"Brazoria County Plat Records"
C.F.	"County Clerk's File"
DE	"Drainage Easement"
Eam	"Easement"
FND	"Found"
No	"Number"
OCCBCT	"Official County Clerk, Brazoria County, Texas"
OPROBC	"Official Public Records of Brazoria County"
POB	"Point of Beginning"
POC	"Point of Commencement"
ROW	"Right-of-Way"
SSE	"Sanitary Sewer Easement"
Sq. Ft.	"Square Feet"
STM SE	"Storm Sewer Easement"
Temp	"Temporary"
UE	"Utility Easement"
VOL — PG	"Volume and Page"
WLE	"Waterline Easement"
①	"Block Number"
●	"Set 3/4-inch Iron Rod With Cap Stamped "Quiddity Eng Property Corner" as Per Certification"
L	"Street Name Break"

GENERAL NOTES

1. A one-foot reserve has been dedicated to the public in fee as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the title fee thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. All building lines along street rights-of-way are as shown on the plat.
3. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor of 0.99988887295326.
4. There are no pipelines or pipeline easements within the platted area shown hereon.
5. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone.
6. VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Alterra's RTK Network, Stations HAGS_1012 and HCOG_1401Z.
7. According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48039C0435K, dated December 30, 2020, this property lies within Unshaded Zone "X", which is defined as areas determined to be outside of the 500-year flood plain.
8. All drainage easements shown hereon shall be dedicated to the public and shall be maintained by the MUD.
9. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
10. This subdivision shall be serviced by the following providers: Rancho Isabella MUD, Texas New Mexico Power, And Centric Gas & Fiber.
11. Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
12. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
13. Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
14. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
15. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
16. Incidental Utilities are including but not limited to the underground utility services.
17. All reserves shall be owned and maintained by the MUD or the Home Owner's Association.
18. BENCHMARK
    All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B Based on Alterra's RTK Network, Stations Hags_1012 and HCOG_1401Z.
    TBM-3: "X" Cut on the north edge of the north shoulder of FM 523, 0.94 Miles from the Northeast corner of Freedom Park Boundary, and approximately 121 feet east from the centerline of drainage ditch. Elevation = 28.66
19. Utility easement to be dedicated by this plat and expire upon incorporation into platted single-family section.
20. Storm water detention is required for the development located within this plat and is accounted for in detention facilities located in Windrose Green Section One.

LOT AREA SUMMARY

BLOCK 1

LOT NUMBER	SQ. FT.
1	6,860
2	6,442
3	6,408
4	6,387
5	5,931
6	7,285
7	10,926
8	7,782
9	5,600
10	5,625
11	5,625
12	5,626
13	5,625
14	5,558
15	8,423
16	13,013
17	7,593
18	5,602
19	5,625
20	5,625
21	5,625
22	5,625
23	5,625
24	5,625
25	5,625
26	5,625
27	5,625
28	5,575
29	5,576
30	5,625
31	5,625
32	5,625
33	5,625
34	5,625
35	5,625
36	5,625
37	5,625
38	5,625
39	5,625
40	5,625
41	5,627
42	6,375

BLOCK 2

LOT NUMBER	SQ. FT.
1	5,928
2	5,400

BLOCK 3

LOT NUMBER	SQ. FT.
1	6,171
2	5,609
3	5,400
4	5,400
5	5,400
6	5,400
7	5,400
8	5,400
9	5,400
10	5,400
11	5,400
12	5,400
13	5,400
14	5,400
15	5,400
16	5,400
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18	5,400
19	5,400
20	5,400
21	5,400
22	5,400
23	5,400
24	5,400
25	5,400
26	5,400
27	5,400
28	5,400
29	6,008
30	6,003
31	5,400
32	5,400
33	5,400
34	5,400

Street Name	ROW	Length (Ft.)	Length (Mi.)
Parks Edge Lane (ext.)	60 FT	1318 FT	0.25 Mi
Comet Lane	60 FT	285 FT	0.05 Mi
Starlight Street (ext.)	60FT	241 FT	0.05 Mi
Milo Midnight Lane	60 FT	155 FT	0.03 Mi

			TYPE
PARKS EDGE LANE	1,318	60'	LOCAL
MILO MIDNIGHT LANE	155	60'	LOCAL
COMET LANE	285	60'	LOCAL
STARLIGHT STREET	241	60'	LOCAL

FINAL PLAT OF
WINDROSE GREEN
SECTION SIX

A SUBDIVISION OF 15.658 ACRES OF LAND
OUT OF THE
T.S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

78 LOTS 1 RESERVE 3 BLOCKS

NOVEMBER 2025

OWNER
EMPTOR ANGLETON, LLC,
a Texas Limited Liability Company
4444 Westheimer Road, Suite G325
HOUSTON, TEXAS 77063
281.571.7007

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23360 & 10046100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.3337

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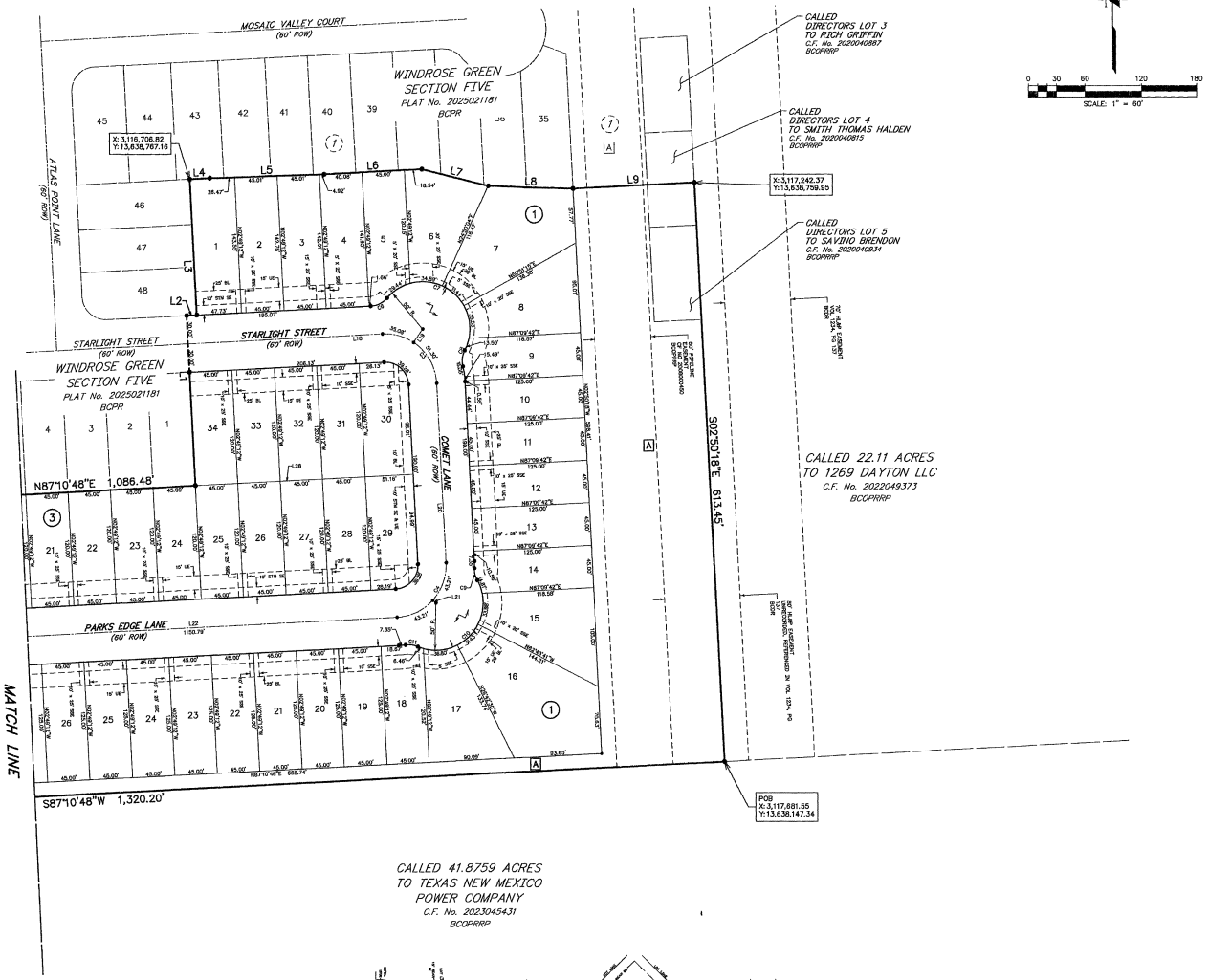
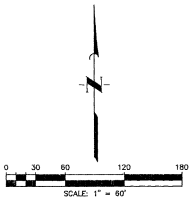
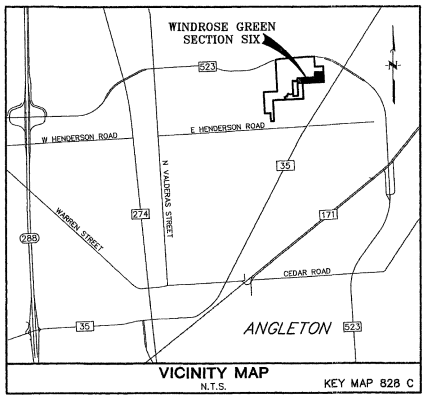


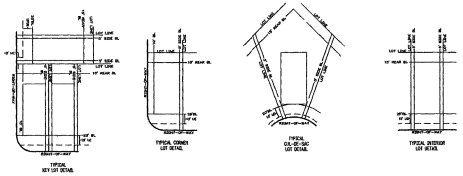




LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°49'12"W	180.00'
L2	N87°10'48"E	10.68'
L3	N02°47'06"W	144.00'
L4	N87°10'48"E	21.18'
L5	N88°09'40"E	121.40'
L6	N87°08'01"E	103.62'
L7	S75°34'46"E	72.67'
L8	S88°19'15"E	89.99'
L9	N87°09'42"E	129.46'
L10	S87°10'48"W	15.00'
L11	N02°51'47"W	15.00'
L12	S87°08'13"W	185.00'
L13	N02°51'47"W	30.16'
L14	S87°08'13"W	120.00'
L15	N02°51'47"W	97.24'
L16	N00°42'08"W	60.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N00°20'29"E	92.78'
L18	S87°10'48"W	206.13'
L19	S33°43'14"W	17.19'
L20	S02°50'18"E	190.00'
L21	N47°49'45"W	4.41'
L22	S87°10'48"W	1219.43'
L23	S02°51'47"E	155.12'
L24	N47°49'12"W	14.14'
L25	N02°49'12"W	115.00'
L26	N02°49'12"W	115.00'
L27	S42°10'48"W	14.14'
L28	S87°10'48"W	231.16'
L29	N02°51'47"W	25.00'
L30	N87°08'13"E	10.00'
L31	S02°51'47"E	10.00'
L32	N87°08'13"E	10.00'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1530.00'	0°55'47"	24.83'	N89°45'45"E	24.83'	12.41'
C2	25.00'	91°02'37"	39.73'	N45°10'49"W	35.68'	25.46'
C3	55.00'	89°58'54"	86.38'	N47°49'45"W	77.77'	54.98'
C4	55.00'	90°01'06"	86.41'	N42°10'15"E	77.79'	55.02'
C5	1500.00'	2°07'04"	55.44'	N88°14'20"E	55.44'	27.72'
C6	25.00'	46°06'20"	20.12'	N64°07'39"E	19.58'	10.64'
C7	50.00'	166°56'41"	144.81'	N55°57'11"W	99.25'	405.60'
C8	25.00'	40°40'36"	17.75'	S06°40'52"W	17.38'	9.27'
C9	25.00'	30°38'37"	13.37'	S13°12'10"E	13.21'	6.85'
C10	50.00'	141°23'28"	123.39'	N42°10'15"E	94.38'	142.74'
C11	25.00'	30°38'37"	13.37'	N82°27'19"W	13.21'	6.85'
C12	25.00'	90°02'35"	39.29'	S42°09'31"W	35.37'	25.02'
C13	25.00'	89°57'25"	39.25'	N47°50'29"W	35.34'	24.98'



FINAL PLAT OF
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78 LOTS 1 RESERVE 3 BLOCKS

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STATE OF TEXAS §

COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Emptor Angleton, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section Six, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This plat is hereby adopted by the owners (called "Owners") and approved by the City of Angleton, ("City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors, and assigns:

"Drainage Easements" shown on the plat are reserved for drainage purposes forever, and the maintenance of the drainage easements shall be provided by all of the owners of lots in the subdivision. All Owner documents shall specify, confirm and bind the Owner(s) to continuously maintain all Drainage Easements and shall relieve the City of Angleton of the responsibility to maintain any Drainage Easement. The fee simple title to the Drainage and Floodway Easement shall always remain in the Owner(s).

The City and Angleton Drainage District will not be responsible for the maintenance and operation of easement or for any damage or injury to private property or person that results from the flow of water along said easement or for the control of erosion. but reserves the right to use enforcement powers to ensure that drainage easements are properly unctioning in the manner in which they were designed and approved.

The Owners shall keep all Drainage Easements clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City of Angleton or Angleton Drainage District shall have the right of Ingress and egress for the purpose of inspection and supervision of maintenance work by the Owners to alleviate any public health or safety issues.

The Association hereby agrees to indemnify and hold harmless the City from any such damages and injuries.

STATE OF TEXAS §

COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Emptor Angleton, LLC
A Texas Limited Liability Company
By:CCJL Ventures, LLC
Its: Manager
By: Concourse Companies
Its:Manager

Signature

Jeb Kolby, President
Name and Title

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jeb Kolby President, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of November 2025

Notary Public in and for the State of Texas

Afreen Chowdhury
Print Name

My commission expires: 06-05-29

AFREEN CHOWDHURY NOTARY PUBLIC STATE OF TEXAS COMM. EXP. 06-05-2029 NOTARY ID 133168084

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this 15th day of July 2025 the Board of Supervisors of the Angleton Drainage District does not warrant, represent, or guarantee:

1. That the facilitates outside of the boundaries of the subdivision plat are available to receive runoff from the facilities described in this plat.
2. That the drainage facilities described in this plat are adequate for rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibilities for construction, operation or maintenance of subdivision drainage facilities.

The District's review is based solely on the documentaton submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

The District's review is not intended nor will serve as a substitution of the overall responsibility and/or decision making power of the party submitting the plat or plan herein, their or its principals or agents.

Chairman of the Board of Supervisors

Board Member

Board Member

STATE OF TEXAS §

COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

That I, Courtney B. Just, P.E., do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

Courtney B. Just, P.E. 11/21/2025
Professional Engineer
No. 152415

STATE OF TEXAS COURTNEY B. JUST 152415 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 15.658 acre (682,062 square feet) tract of land out of the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas, being out a called 154.6 acre tract described in the deed to Emptor Angleton, LLC and recorded under Clerk's File No. 2020013621 of the Brazoria County Official Public Records of Real Property; said 15.658 acre (682,062 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83.

BEGINNING at 5/8-inch iron rod with cap stamped "Costello" found at the most easterly southeast corner of said 154.6 acres, common with the southwest corner of a called 22.1088 acre tract described in the deed to 1269 Dayton, LLC and recorded under Clerk's File No. 2022049373 of the Brazoria County Official Public Records of Real Property

THENCE, South 87 Degrees 10 Minutes 48 Seconds West, with the southerly line of said 154.6 acres, a distance of 1320.20 feet;

THENCE over and across said 154.6 acres the following 22 calls:

1. South 87 Degrees 10 Minutes 48 Seconds West, a distance of 15.00 feet;
2. North 02 Degrees 51 Minutes 47 Seconds West, a distance of 15.00 feet;
3. South 87 Degrees 08 Minutes 13 Seconds West, a distance of 185.00 feet;
4. North 02 Degrees 51 Minutes 47 Seconds West, a distance of 30.16 feet;
5. South 87 Degrees 08 Minutes 13 Seconds West, a distance of 120.00 feet;
6. North 02 Degrees 51 Minutes 47 Seconds West, a distance of 97.24 feet to the beginning of a curve to the left;
7. with said curve turning to the left, having a radius of 1530.00 feet, a chord bearing of North 89 Degrees 45 Minutes 45 Seconds East, a chord length of 24.83 feet and an arc length of 24.83 feet;
8. North 00 Degrees 42 Minutes 08 Seconds West, a distance of 60.00 feet to the beginning of a curve to the right;
9. with said curve turning to the right, having a radius of 25.00 feet, a chord bearing of North 45 Degrees 10 Minutes 49 Seconds West, a chord length of 35.68 feet and an arc length of 39.73 feet;
10. North 00 Degrees 20 Minutes 29 Seconds East, a distance of 92.78 feet;
11. North 87 Degrees 10 Minutes 48 Seconds East, a distance of 761.48 feet;
12. North 87 Degrees 10 Minutes 48 Seconds East, a distance of 325.00 feet;
13. North 02 Degrees 49 Minutes 12 Seconds West, a distance of 120.00 feet;
14. North 02 Degrees 49 Minutes 12 Seconds West, a distance of 60.00 feet;
15. North 87 Degrees 10 Minutes 48 Seconds East, a distance of 10.68 feet;
16. North 02 Degrees 47 Minutes 06 Seconds West, a distance of 144.00 feet;
17. North 87 Degrees 10 Minutes 48 Seconds East, a distance of 21.18 feet;
18. North 88 Degrees 09 Minutes 40 Seconds East, a distance of 121.40 feet;
19. North 87 Degrees 08 Minutes 01 Seconds East, a distance of 103.62 feet;
20. South 75 Degrees 34 Minutes 46 Seconds East, a distance of 72.67 feet;
21. South 88 Degrees 19 Minutes 15 Seconds East, a distance of 89.99 feet;
22. North 87 Degrees 09 Minutes 42 Seconds East, a distance of 129.48 feet to a point in the westerly line of said 22.1088 acres, common with the easterly line of said 154.6 acres;

THENCE, South 02 Degrees 50 Minutes 18 Seconds East, with said common line, a distance of 613.45 feet to the POINT OF BEGINNING, CONTAINING 15.658 acres (682,062 square feet) of land in Brazoria County, Texas;

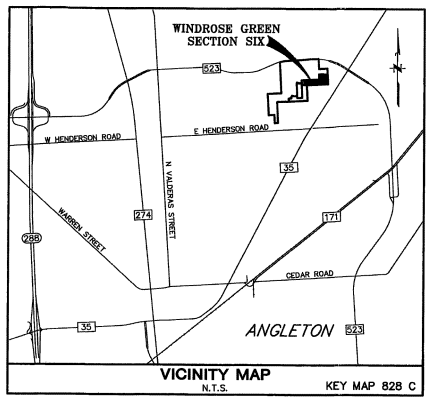
STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeromy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monument shown thereon were properly placed under my supervision.

Jeromy A. Chandler
Registered Professional Land Surveyor
No. 5755

STATE OF TEXAS REGISTERED JEROMY ALVIN CHANDLER 5755 PROFESSIONAL LAND SURVEYOR



VICINITY MAP
N.T.S.
KEY MAP 828 C

APPROVED this ___ day of _____, 20___, by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

APPROVED this 22 day of January 2026 by the City Council, City of Angleton, Texas.

Mayor

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 9 day of February 2026, by

DESIREE HENSON, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

DESIREE HENSON Notary ID # 133168084-2 My Commission Expires 06-22-2026

FINAL PLAT OF
WINDROSE GREEN
SECTION SIX

A SUBDIVISION OF 15.658 ACRES OF LAND OUT OF THE T.S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

78 LOTS 1 RESERVE 3 BLOCKS

NOVEMBER 2025

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Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23286 & 10046300
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

2026006459
Brazoria County - Joyce Hudman, County Clerk
02/12/2026 09:25 AM
Total Pages: 3
Fee: 322.00

Joyce Hudman

SHEET 3 OF 3

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **3/10/2026**

Exception to Subdivision Platting for Brenda Stewart Gregurek (Precinct 4)

1) The Court finds that:

a.) Brenda Stewart Gregurek has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is an 8.22 acre tract (called 8.825 acres), being the South portion of the David Lee Logdson, et ux called 14.0972 acre tract as recorded in County Clerk's File No. 92-38948, Brazoria County, Texas, less and except the South 40.00 feet of said tract; being 0.41 acre, now located within the Right-of-Way of State Highway F.M. 522, being an 80.00 foot State Highway Right-of-Way, Brazoria County, Texas, and conveyed to Brenda Stewart Gregurek in County Clerk's File No. 2010-014904; and

c.) The 8.22 acre tract is to be divided into two tracts along State Highway F.M. 522: Tract 1 with 5.933 acres and approximately 147 feet of frontage along State Highway F. M. 522, Tract 2 with 2.892 acres and approximately 301 feet of frontage along State Highway F. M. 522; and

d.) The Brazoria County Environmental Health Department has provided a letter dated February 24, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated February 4, 2026 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by Brenda Stewart Gregurek is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Brenda Stewart Gregurek tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
OCT 03 2025
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Brenda Stewart **Phone:** [redacted]

Name: _____

Owner Signature: _____ **Date:** 10-2-2025

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: [redacted]

E-mail Address: [redacted]

Purpose:

☐ Combine lots – *See Section II.*
☑ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 8.82

Site Address or Legal Location, Abstract, CR #: 2668 FM 522 Rd, Brazoria, Tx 77422

Property ID#: 149292

Tax Account #: 1036229

Number of Structures: 5 *Mobile Homes:* 0 *Other homes:* 0

Business or other structure with restrooms: _____

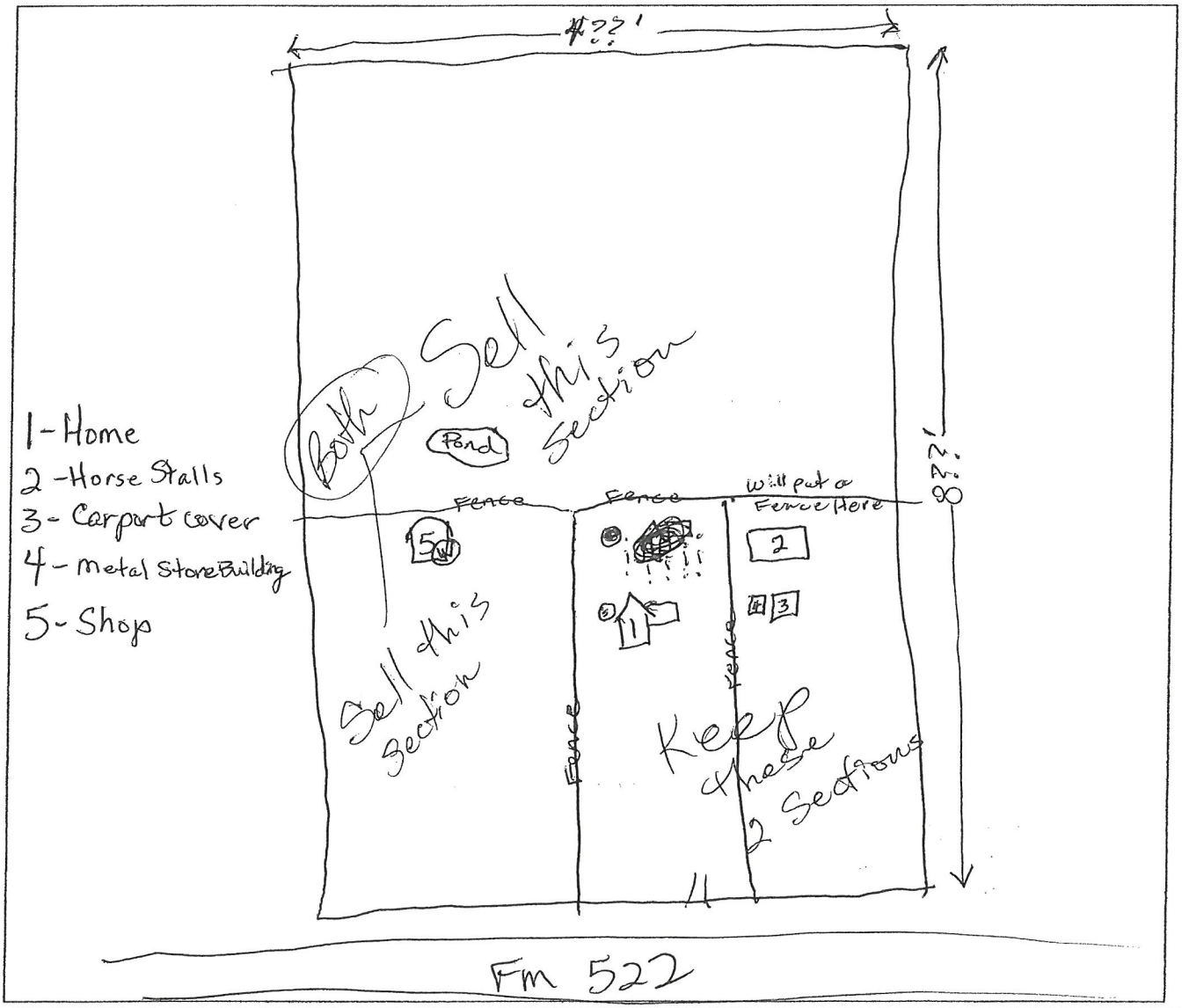
Private Water Well check: ☑ *YES* or ☐ *NO*

Public Water System MUD or Provider: _____

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way.*** Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – A0020 SF Austin Tract 12A3B (Div 1) Acres 8.82
Div 1



Ⓢ Septic Tank Ⓦ Water Well — · — · — · — Conventional Septic system Septic Lines *Spray Head add circle radius

House Built in 1996

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

Application Submissions will receive a response within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☑ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

100393 0056
STEWART TITLE – BRAZORIA

Doc# 2010014904

AFTER RECORDING RETURN TO:
Brenda Stewart Gregurek
PO Box 823
Brazoria, TX 77422-0823

[Space Above This Line For Recording Data]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed with Vendor's Lien

Date: Executed on the date set forth in the acknowledgement herein, but to be effective the **Ninth** day of **April, 2010.**

Grantor: **Larry W. Cis, Jr. and wife, Stacy R. Cis**

Grantor's Mailing Address: P.O. Box 5291
Victoria, TX 77903

Grantee: **Brenda Stewart Gregurek, a single woman**

Grantee's Mailing Address: **PO Box 823**
Brazoria, TX 77422-0823

Consideration:

Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee and a note of even date in the principal amount of One Hundred Twenty Three Thousand Seven Hundred Ten and 00/100 Dollars -- ($123,710.00) made by Grantee payable to the order of The First State Bank, Louise , "Lender" herein, as consideration for the amount paid to Grantor. The note is secured by a vendor's lien retained in favor of Lender in this deed and by a deed of trust of even date from Grantee to Daniel C. Croft , Trustee.

Property (including any improvements):

Being an 8.22 acre tract, being the South portion of the David Lee Logdson, et ux called 14.0972 acre tract as recorded in County Clerk's File No. 92-38948, Brazoria County, Texas, less and except the South 40.00 feet of said tract; being 0.41 acre, now located within the Right-of-Way of State Highway F. M. No. 522, being an 80.00 foot State Highway Right-of-Way. Said 8.82 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

The above described property also includes any and all of Grantor's right, title, and/or interest in

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STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 03, 2025

any and all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems now or in the future serving said property.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is given and accepted subject to any and all restrictions, reservations, covenants, conditions, rights of way, easements, municipal or other governmental zoning laws, regulations and ordinances, if any, affecting the herein described property.

Grantee herein assumes the taxes for the current year.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty. The vendor's lien (to the extent of the consideration paid by Grantee to Grantor) against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute. The vendor's lien and superior title retained in this deed are transferred to Lender, without recourse on Grantor. When the context requires, singular nouns and pronouns include the plural. When executed by a corporation the words "heirs and assigns" shall be construed to mean "Successors and assigns".

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Signature 4-9-10 Date
Larry W. Cis, Jr.

Signature 4/9/10 Date
Stacy R. Cis

[Sign Originals Only]

STATE OF TEXAS
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 9th day of April, 2010 by **Larry W. Cis, Jr. and Stacy R. Cis.**

Notary Public
Printed Name:
My commission expires: 9/16/11

YOLANDA MADRID
Notary Public, State of Texas
My Commission Expires 09/06/2011

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STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 03, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 1003930056

Being an 8.22 acre tract, being the South portion of the David Lee Logsdon, et ux called 14.0972 acre tract as recorded in County Clerk's File No- 92-38948, Brazoria County, Texas, less and except the South 40.00 feet of said tract; being 0.41 acre, now located within the Right-of-Way of State Highway F.M. No. 522, being an 80.00 foot State Highway Right-of-Way. Said 8.82 acre tract being more fully described by metes and bounds as follows;

BEGINNING at a 3/4" iron pipe found near the base of a fence corner post at the point of intersection of the North Right-of-Way line of said State Highway F.M. No. 522 with the West line of said Logsdon tract same being the East line of the Ralph C. Dudley called 1.09 acre tract as recorded in Volume 190, Page 1, Official Records of Brazoria County, Texas. Said pipe being found for the Southwest corner and TRUE PLACE OF BEGINNING of this 8.82 acre tract;

THENCE North 00° 28' 47" East along a barbed-wire fence line along said West line of said Logsdon tract and said East line of said Dudley tract, at 236.11 feet pass the Northeast corner of said Dudley tract, same being the Southeast corner of the Ralph C. Dudley called 1.1427 acre tract as recorded in Volume 196, Page 374, Official Records of Brazoria County, Texas, continuing along said fence line along said West line of said Logsdon tract and the East line of said Dudley called 1.1427 acre tract at 485.02 feet pass a 3/4" iron pipe found at the Northeast corner of said Dudley called 1.1427 acre tract, same being the Southeast corner of the O.F. Carter called 3.8617 acre tract as recorded in Volume 562, Page 913, Official Records of Brazoria County, Texas, continuing along said fence line along said West line of said Logsdon tract and the East line of said Carter tract for a total distance of 856.36 feet to a 3/4" iron pipe found near the base of a fence corner post for the Northwest corner of this 8.82 acre tract;

THENCE North 89° 40' 47" East along a barbed-wire fence line, at 388.81 feet pass a 1/2" iron pipe found on-line, continuing along said fence line for a total distance of 448.81 feet to a 1/2" iron pipe found near the base of a fence corner post in the East line of said Logsdon tract, same being the West line of the George Dale Harris called 14.0972 acre tract as recorded in Clerk's File No. 92-8939, Brazoria County, Texas. Said pipe found for the Northeast corner of this 8.82 acre tact;

THENCE South 00° 28' 47" West, 856.36 feet along a barbed-wire fence line along said East line of said Logsdon tract and said West line of said Harris tract to a 1/2" iron pipe found at the point of intersection of said lines with said North Right-of-Way line of said State Highway F.M. No. 522. Said pipe found for the Southeast corner of this 8.82 acre tract;

THENCE South 89° 40' 47" West along said Right-of-Way line, at 60.00 feet pass a 1/2" iron pipe found on-line, continuing for a total distance of 448.81 feet to the POINT OF BEGINNING, containing 8.82 acres of land, more of less.

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By _____, Deputy
Date Issued: Oct 03, 2025

e-Recording
Doc# 2010014904
Pages 4
04/14/2010 11:08:02 AM
Official Public Records of
BRAZORIA COUNTY
JOYCE HUDMAN
COUNTY CLERK
Fees 24.00

Joyce Hudman

STATE OF TEXAS, COUNTY OF BRAZORIA
I certify that the above and foregoing is a full, true and correct photographic copy of the orignal record on file in my office including redactions, if any, of social security numbers. Given under my hand and seal of the court in my lawful custody and possesion
JOYCE HUDMAN, BRAZORIA COUNTY CLERK
By: _____, Deputy
Date Issued: Oct 03, 2025

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

February 24, 2026

Brenda Stewart
2668 FM 522
Brazoria, TX 77422

RE: Dividing a Lot
Subdivision Name (if applicable) Brenda Stewart Property PID 149292
Legal Description of Property: A0020 S F AUSTIN TRACT 12A3B (DIV 1) ACRES 8.82 DIV 1
Site Address of Property: 2668 FM 522, Brazoria, TX 77422

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced sketch implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The survey proposes to divide the original Tract 12A3B 8.85-acres into two tracts: Tract 12A3B2 5.933-acres which will include a barn with a water well and Tract 12A3B3 2.892-acres which will include a 1994 built home, OSSF 9424500781, water well and horse stalls. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the division of the property described as A0020 S F AUSTIN TRACT 12A3B (DIV 1) ACRES 8.82 DIV 1 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY
FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 8.825 acre tract out of the S. F. Austin 7-1/3 Leagues Grant, Abstract 20 at 2668 FM 522 File 2010-014904 Official Records.

REASON FOR SURVEY: (Attach survey plat) Partition into a 2.892 acre tract with the house and a 5.933 acre remainder tract. Both have frontage on FM 522

APPLICANT NAME AND CONTACT INFORMATION (including email): Terry Singletary at Doyle and Wachtstetter 131 Commerce Street, Clute TX 77531 979-265-3622 Ext 1042 t.singletary@dw-surveyor.com

OWNER NAME AND ADDRESS: (If different than applicant) .Brenda Stewart 2668 FM 522, Brazoria County, TX 77422[redacted]

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.

AFFIRMATION OF THE CONDITIONS BY OWNER:

Signature of Owner

2-6-26
Date

AUTHORIZATION FROM DRAINAGE DISTRICT:
Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L Stroud
Signature

2-04-2026
Date

COPIES TO:
Applicant_ Terry Singletary
Owner- Brenda Stewart
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- Bubba Davis
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00200042130

Statement Date:	10/03/2025
Owner:	STEWART BRENDA JOYCE
Mailing Address:	2668 FM 522 RD BRAZORIA TX 774227398

Property Location: 0002668 FM 522
Legal: A0020 S F AUSTIN TRACT 12A3B (DIV 1) ACRES 8.8
DIV 1

TAX CERTIFICATE FOR ACCOUNT : 00200042130
AD NUMBER: 149292
GF NUMBER:
CERTIFICATE NO : 3598286

FEE : $10.00
DATE : 10/3/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2024

APPRAISED VALUE: 718,790

EXEMPTIONS: Disabled, General Homestead, Optional Homestead

REQUESTED BY
STEWART BRENDA

2668 FM 522 RD
BRAZORIA TX 774227398

TAX UNIT
BC EMERGENCY SERVICES #1
BC EMERGENCY SERVICES #2
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.
THE TAXES TO BE IMPOSED FOR 2025 HAVE NOT YET BEEN CALCULATED.

ACCOUNT NUMBER: 00200042130

CERTIFICATE NO : 3598286

TOTAL CERTIFIED TAX DUE 10/2025 : **$0.00**

Kyrecia Taylor
Signature of Authorized officer of collection office

10/03/25
Date

1-29-26
OK'd by TXDOT
-See email from Jamie Jones

Matt Hanks, P.E.
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1265
OFFICE

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

(979) 864-1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

APPLICATION FOR VARIANCE

Applicant Information:

Name: Brenda Stewart **Phon** [redacted]

E-mail Address: [redacted]

Section II – Developer/Owner Information:

Name: Brenda Stewart **Phon** [redacted]

E-mail Address: [redacted]

Property Information/Location:

Property ID#: 149292 Tax Account #: 1036229 Precinct: _____

Acreage: 8.82 Number of Lots: 2 Average Lot Frontage: _____

Planned Road Maintenance:

☐ Brazoria County ☐ MUD or HOA ☐ OTHER_____

Variance Request:

Date submitted to Brazoria County Engineering: 01-19-2026

Description of Variance being requested:
To allow the road frontage of lot 12A3B2 to be 147.28' due to the road frontage of lot 12A3B3 is almost completely concealed behind the guard rails for the drainage ditch. I have attached pictures to help show what I have explained.

Explanation of Hardship:
I am having to sell a portion of my property that I can no longer take care of or keep up with due to my disability.

Re: 2668 FM 522 Rd.
Brazoria, Tx 77422

Sabrina Serbantez-Hardeman

From: Jamie Jones <Jamie.Howell@txdot.gov>
Sent: Thursday, January 29, 2026 4:10 PM
To: Karen McKinnon
Cc: ENGINEER DEVELOPMENT
Subject: [EXTERNAL] RE: Variance Request Application - 2668 FM 522, Brazoria

Karen,
No objections, this adjustment will not prevent the newly created property from getting a TxDOT driveway, provided that it will be private / low-use and not to be used for commercial purposes.

Thanks!

From: Karen McKinnon <KarenM@brazoriacountytx.gov>
Sent: Friday, January 23, 2026 12:26 PM
To: Jamie Jones <Jamie.Howell@txdot.gov>
Cc: ENGINEER DEVELOPMENT <Engineer-Development@brazoriacountytx.gov>
Subject: FW: Variance Request Application - 2668 FM 522, Brazoria

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jamie,

Attached is an application for a property adjustment that is along a TxDOT roadway. We need to verify this adjustment will not prohibit their ability to get driveway permit from TxDOT. Please review and let me know if you have any comments.

Thanks,
Karen

From: Sabrina Serbantez-Hardeman <SabrinaS2@brazoriacountytx.gov>
Sent: Friday, January 23, 2026 7:17 AM
To: Karen McKinnon <KarenM@brazoriacountytx.gov>
Cc: ENGINEER DEVELOPMENT <Engineer-Development@brazoriacountytx.gov>
Subject: Variance Request Application - 2668 FM 522, Brazoria

Good morning Karen,

Brenda Stewart, PID 149292 , submitted Property Adjustment Application to divide her 8.82 acre tract in to two tracts; a preliminary copy of her survey is in the attachments.

Her property fronts TXDOT road FM 522 – can we verify TXDOT's driveway spacing requirements will allow the proposed frontage of 147.28 feet for the 5.933 acre lot?

Thank you,

REGARDS, Sabrina

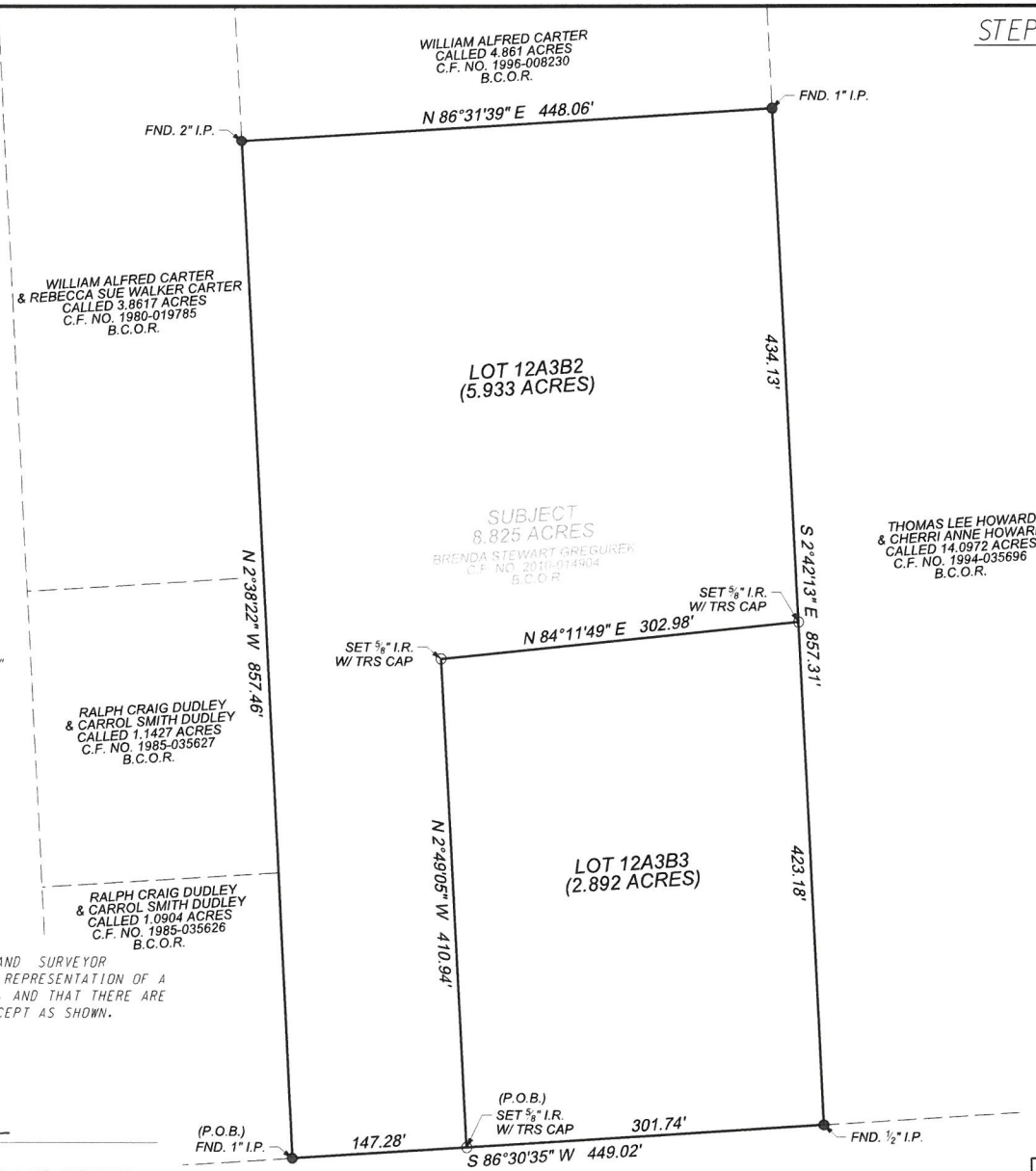
SABRINA SERBANTEZ
DEVELOPMENT TECHNICIAN
SabrinaS2@brazoriacountytx.gov
Engineer-development@brazoriacountytx.gov
(979)864-1465
(979)864-1270
www.brazoriacountytx.gov

Brazoria County Engineering

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

BRAZORIA COUNTY
TEXAS

STEPHEN F. AUSTIN 7 1/3 LEAGUE GRANT
ABSTRACT 20



LEGEND

- FOUND IRON PIPE/ROD
- SET 5/8" IRON ROD W/ TRS CAP
- BUILDING LINE
- EASEMENT
- LOT LINE
- PROPERTY LINE

N

0 50 100
1" = 100'

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987516431)
3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP NUMBER 48039C0560K, DATED DECEMBER 30, 2020.
4. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY. NOT SHOWN HEREON.
5. THIS PLAT IS ACCOMPANIED WITH A METES AND BOUNDS DESCRIPTION ON FILE IN THE OFFICE OF DOYLE AND WACHTSTETTER, INC.

I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: DECEMBER 19, 2025

STATE OF TEXAS
REGISTERED
TERRY SINGLETARY
4808
PROFESSIONAL
LAND SURVEYOR

Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

SURVEY PLAT
OF
8.825 ACRES
TO BE DIVIDED INTO 2 TRACTS AND KNOWN AS
LOT 12A3B3 (2.892 ACRES)
AND
LOT 12A3B2 (5.933 ACRES)
SAID SUBJECT LOTS BEING OUT OF A
CALLED 8.82 ACRE TRACT
AS DESCRIBED AND RECORDED IN
COUNTY CLERK'S FILE NO. 2010-014904
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
STEPHEN F. AUSTIN 7 1/3 LEAGUE GRANT
ABSTRACT 20
BRAZORIA COUNTY, TEXAS
FOR
BRENDA STEWART
2668 FM 522

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FAX: 979.265.9940 FIRM NO.:10024500

SURVEYED:	BJ/12-19-25	BOOK:	WILD PEACH VOL.10	PROJ NO:	17819-25-01
DRAWN BY:	JMJ/12-23-25	CHECKED:	TRS/12-29-25	REVISED:	none

USER: tsingletary
DATE: 1/15/2026
C:\DCAD\Boundary\Wild Peach\17819-25-01 2668 FM 522 Stewart\Survey Plat 2668 FM 522 8.825 Acres.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

5.933 ACRE TRACT
S.F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 5.933 ACRE tract of land being out of a called 8.82 acre tract in the S.F. Austin 7 1/3 League Grant, Abstract 20, said 8.82 acre tract being conveyed to Brenda Stewart Gregurek, as described in Clerk's File No. 2010-014904 of the Official Records of Brazoria County, Texas, said 5.933 acre tract now being known as Lot **"12A3B2"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate system, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

BEGINNING at a 1" iron rod found in the North right-of-way line of State Highway F. M. 522 (80' R.O.W.), being the Southeast corner of a called 1.0904 acre tract, conveyed to Ralph Craig Dudley and Carrol Smith Dudley, as described in Clerk's File No. 1985-033547 of the Official Records of Brazoria County, Texas and being the Southwest corner of herein described 5.933 acre tract at position X=3034925.46 and Y=13596600.23 and being the **POINT OF BEGINNING**;

THENCE North 02°38'22" West, coincident with said called 1.0904 acre tract and a called 1.1427 acre tract conveyed to Ralph Craig Dudley and Carrol Smith Dudley, as described in Clerk's File No. 1985-03526 of the Official Records of Brazoria County, Texas, a distance of 857.46 feet to a found 2" iron pipe for the Northwest corner of herein described 5.933 acre tract

THENCE North 86°31'39" East, coincident with a called 4.861 acre tract conveyed to William Alfred Carter & Rebecca Sue Walker Carter, as recorded in Clerk's File No. 1996-008230 of the Official Records of Brazoria County, Texas, a distance of 448.06 feet to a found 1" iron pipe for the Northeast corner of herein described 5.933 acre tract;

THENCE South 02°42'13" East, coincident with a called 14.0972 acre tract conveyed to Thomas Lee Howard & Cherri Anne Howard, as described in Clerk's File No. 1994-035696 of the Official Records of Brazoria County, Texas, a distance of 434.13 feet to a set 5/8" iron rod for the upper Southeast corner of herein described 5.933 acre tract;

THENCE South 84°11'49" West, along the newly created line between the herein described 5.933 acre tract and adjoining 2.892 acre tract, a distance of 302.98 feet to a set 5/8" iron rod for interior corner of herein described 5.933 acre tract;

5.933 ACRE TRACT
S.F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE South 02°49'05" East, along the newly created line between the herein described 5.933 acre tract and adjoining 2.892 acre tract, a distance of 410.94 feet to a set 5/8" iron rod for corner being located in the North right-of-way line of State Highway F. M. 522;

THENCE South 86°30'35" West, coincident with the North right-of-way line of said State Highway F.M. 522, a distance of 147.28 feet to the **PLACE OF BEGINNING** containing 5.933 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

2.892 ACRE TRACT
S.F. AUSTIN 7 1/3 LEAGUE GRANT, ABSTRACT 20
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 2.892 ACRE tract of land being out of a called 8.82 acre tract in the S.F. Austin 7 1/3 League Grant, Abstract 20, said 8.82 acre tract being conveyed to Brenda Stewart Gregurek, as described in Clerk's File No. 2010-014904 of the Official Records of Brazoria County, Texas, said 2.892 acre tract now being known as Lot **"12A3B3"** and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate system, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

COMMENCING at a 1" iron rod found in the North right-of-way line of State Highway F. M. 522 (80' R.O.W.), being the Southeast corner of a called 1.0904 acre tract, conveyed to Ralph Craig Dudley and Carrol Smith Dudley, as described in Clerk's File No. 1985-033547 of the Official Records of Brazoria County, Texas and being the Southwest corner of aforementioned 8.82 acre tract at position X=3034925.46 and Y=13596600.23;

THENCE North 86°30'35" East, coincident with the North right-of-way line of said State Highway F.M. 522, a distance of 147.28 feet to a set 5/8" iron rod for the **POINT OF BEGINNING** of herein described 2.892 acre tract;

THENCE North 02°49'05" West, along the newly created line between the herein described 2.892 acre tract and adjoining called 5.933 acre tract, a distance of 410.94 feet to a set 5/8" iron rod for the Northwest corner of herein described 2.892 acre tract;

THENCE North 84°11'49" East, along the newly created line between the herein described 2.892 acre tract and adjoining 5.933 acre tract, a distance of 302.98 feet to a set 5/8" iron rod for interior corner of herein described 2.892 acre tract;

THENCE South 02°42'13" East, coincident with a called 14.0972 acre tract conveyed to Thomas Lee Howard & Cherri Anne Howard, as described in Clerk's File No. 1994-035696 of the Official Records of Brazoria County, Texas, a distance of 423.18 feet to a set 5/8" iron rod in the North right-of-way line of State Highway F.M. 522 for the Southeast corner of herein described 2.892 acre tract;

THENCE South 86°30'35" West, coincident with the North right-of-way line of said State Highway F.M. 522, a distance of 301.74 feet to the **PLACE OF BEGINNING** containing 2.892 acres of land, more or less.

Terry Singletary

Terry Singletary
Registered Professional Land Surveyor
Texas Registration Number 4808
December 19, 2025

This description is based on a survey, a plat of which, dated December 19, 2025 is on file in the office of Doyle & Wachtstetter, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **3/10/2026**

City of Iowa Colony Expansion of Extraterritorial Jurisdiction (County Road 758 - Duke Road Right of Way)

Authorize agreement between Brazoria County and the City of Iowa Colony expanding the extraterritorial jurisdiction of Iowa Colony along the entire width of a portion of the right of way of County Road 758, also known as Duke Road.

Further, that the County Judge, on behalf of Brazoria County, be authorized to sign attached documents and any other documents pertaining to the expansion.

It is further ordered that a certified copy of this order be delivered to the County Engineer.

AGREEMENT EXPANDING EXTRATERRITORIAL JURISDICTION OF CITY OF IOWA COLONY
(County Road 758 - Duke Road Right of Way)

1. Brazoria County, Texas ("the County" or "Owner") is the political subdivision that maintains the road and road right of way subject to this agreement and is the owner of that road and road right of way ("the Extraterritorial Jurisdiction Expansion Area" or "the Land"). The Land is the entire width of a portion of the right of way of County Road 758, also known as Duke Road, as more fully described on Exhibit "A", which is attached hereto and incorporated herein in full.

2. The Land is adjacent to the existing extraterritorial jurisdiction of the City of Iowa Colony, Texas and is not in the extraterritorial jurisdiction of any other municipality.

3. This agreement is authorized by Texas Local Government Code section 42.022 and any other applicable law.

4. The City of Iowa Colony hereby requests that Brazoria County, Texas authorize the inclusion of the Land within the extraterritorial jurisdiction of the City of Iowa Colony, Texas. Brazoria County and the City of Iowa Colony agree that the Land is hereby included in the extraterritorial jurisdiction of the City of Iowa Colony.

5. If any portion, of any size, of this Agreement is ever held to be invalid for any reason, then the remainder of this Agreement shall remain in full force and effect. In addition, and without limiting the generality of the foregoing, if any portion of this Agreement is ever held to be invalid as to any portion of the Land, then this Agreement shall remain in full force and effect as to the rest of the Land.

6. This written Agreement is the whole agreement of the parties concerning the subject matter of this Agreement. Neither party has received or relied on any oral or written representations, promises, or warranties, other than the statements in this written Agreement.

SIGNATURE PAGES FOLLOW.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **_____, as Mayor** on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: _____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **Kayleen Rosser, as City Secretary** on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: _____
Notary Public, State of Texas

BRAZORIA COUNTY, TEXAS

_____
L. M. "MATT" SEBESTA, JR.,
COUNTY JUDGE

ATTEST:
BRAZORIA COUNTY CLERK

By: _____
Joyce Hudman

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2026, by Joyce Hudman, as Brazoria County Clerk, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"
EXTRATERRITORIAL JURISDICTION EXPANSION AREA

A tract of land containing approximately 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2023003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is the South Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

A tract of land containing approximately 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is the North Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

City of Iowa Colony
0.341 Acre

H.T. & B.R.R. Co. Survey, Section 50
Abstract No. 512

ANNEXATION TRACT 1
SOUTH HALF OF 60-FOOT WIDE R.O.W. (DUKE ROAD A.K.A. C.R. 758)

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2023003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Airline Drive, a.k.a. County Road 48 (based on a width of 40 feet) with the centerline of Duke Road, a.k.a. County Road 758 (based on a width of 60 feet). Said point is the common corner of Lots 401, 402, 411 and 412 of said Emigration Land Company Subdivision and in the common line between said H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 and the Charles M. Hayes Survey, Section 2, Abstract No. 531.

THENCE, East, along the centerline of said Duke Road, same being the exended common line between said Lots 411 and 412 for a distance of 1,980.00 feet to the POINT OF BEGINNING and northwest corner of the herein described tract. Said point is the common corner of Lots 441, 442, 451 and 452;

THENCE, East, along the common line between said Lots 451 and 452 for a distance of 494.70 feet to the common corner of Lots 451, 452, 461 and 462. Said point is the northeast corner of the herein described tract;

THENCE, South 00°13'19" East, along the common line between said Lots 452 and 462 for a distance of 30.00 feet to a point on the south right-of-way line of the aforementioned Duke Road;

THENCE, West, along the south line of said Duke Road for a distance of 494.82 feet to a point in the common line between said 452 and 442;

THENCE, North, along the common line between said Lots 442 and 452 for a distance of 30.00 feet to the POINT OF BEGINNING, containing a computed area of 0.341-acre (14,842 square feet).

NOTE:

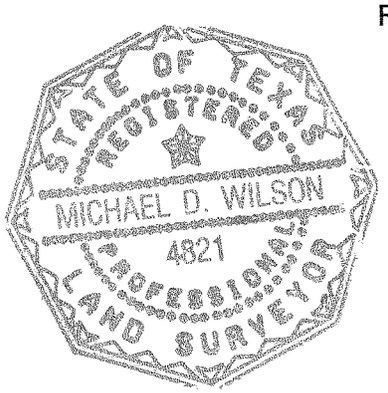
1. The bearings shown hereon are based on Ordinance No. 73-C as recorded in Volume 1199, Page 804 in the Brazoria County Ceed Records.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.

3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
281-485-3991
T.B.P.E.L.S. Firm No. 10014900
Job No. 25-126

Michael D. Wilson, R.P.L.S.
Registration No 4821

11/10/25



City of Iowa Colony
0.342 Acre

H.T. & B.R.R. Co. Survey, Section 50
Abstract No. 512

ANNEXATION TRACT 2
NORTH HALF OF 60-FOOT WIDE R.O.W. (DUKE ROAD A.K.A. C.R. 758)

STATE OF TEXAS §

COUNTY OF BRAZORIA §

METES AND BOUNDS DESCRIPTION of a 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is more particularly described as follows:

COMMENCING at the point of intersection of the centerline of Airline Drive, a.k.a. County Road 48 (based on a width of 40 feet) with the centerline of Duke Road, a.k.a. County Road 758 (based on a width of 60 feet). Said point is the common corner of Lots 401, 402, 411 and 412 of said Emigration Land Company Subdivision and in the common line between said H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 and the Charles M. Hayes Survey, Section 2, Abstract No. 531.

THENCE, East, along the centerline of said Duke Road, same being the extended common line between said Lots 411 and 412 for a distance of 2,475.33 feet to the POINT OF BEGINNING and southwest corner of the herein described tract. Said point is the common corner of Lots 451, 452, 461 and 462;

THENCE, North 00°02'11" East, along the common line between said Lots 451 and 461 for a distance of 30.00 feet to a point in the north right-of-way line of said Duke Road;

THENCE, East, along the north line of said Duke Road for a distance of 497.26 feet to a point in the common line between said Lots 461 and 468;

THENCE, South 00°06'04" East, along the common line between said Lots 461 and 468 for a distance of 30.00 feet to the common corner of said Lots 461, 462, 468 and 469;

THENCE, West, along the common line between said Lots 461 and 462 for a distance of 497.33 feet to the POINT OF BEGINNING, containing a computed area of 0.342-acre (14,919 square feet).

NOTE:

1. The bearings shown hereon are based on Ordinance No. 73-C as recorded in Volume 1199, Page 804 in the Brazoria County Ceed Records.
2. A separate Exhibit Map has been prepared in connection with this metes and bounds description.
3. This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real

property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The Wilson Survey Group, Inc.
2006 East Broadway, Suite 103
Pearland, Texas 77581
281-485-3991
T.B.P.E.L.S. Firm No. 10014900
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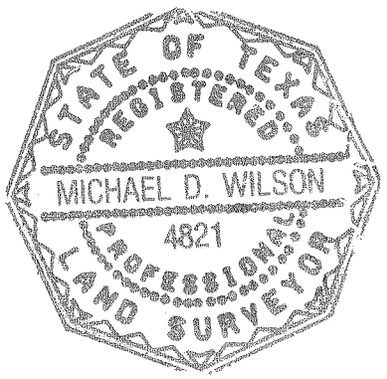
Michael D. Wilson, R.P.L.S.
Registration No 4821

11/10/25



MUNICIPAL SERVICES AGREEMENT BETWEEN
THE CITY OF IOWA COLONY, TEXAS AND
BRAZORIA COUNTY, TEXAS
FOR COUNTY ROAD 758 - DUKE ROAD RIGHT OF WAY

RECITALS:

Chapter 43 of the Texas Local Government Code authorizes the annexation of an area upon the request of the owner of the land to be annexed. Brazoria County, Texas owns and maintains the road right-of-way constituting the Annexation Area described herein. The City of Iowa Colony, Texas has requested that Brazoria County, in its capacity as landowner, authorize the City to annex and incorporate the Annexation Area into the corporate boundaries of the City of Iowa Colony.

The Annexation Area is described as follows:
A tract of land containing approximately 0.341-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.341-acre tract is in Lot 452 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 10.00-acre tract of land described in a deed to John Okewunmi and Kim Okewunmi as recorded in Clerk's File No. 2026003799 in the Brazoria County Clerk's Office. Said 0.341-acre tract is the South Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

A tract of land containing approximately 0.342-acre tract in the H.T. & B.R.R. Co. Survey, Section 50, Abstract No. 512 in Brazoria County, Texas. Said 0.342-acre tract is in Lot 461 of the Emigration Land Company Subdivision as recorded in Volume 2, Page 113 in the Brazoria County Plat Records and in a 8.737-acre tract of land described in a deed to Jean Meyerson as recorded in Clerk's File No. 93-042361 in the Brazoria County Clerk's Office. Said 0.342-acre tract is the North Half of 60-Foot R.O.W. (Duke Road A.K.A. C.R. 758).

The City desires to set out the City services to be provided for the Annexation Area on or after the effective date of annexation.

NOW THEREFORE, this Agreement provides as follows:

1. **ANNEXATION AREA.** This Agreement is applicable only to the Annexation Area.

2. **METHODS OF PROVIDING SERVICES.**

a. This Agreement provides for the delivery of services to the Annexation Area as herein provided, in accordance with state law and applicable city ordinances, rules, regulations, and policies. The City may accomplish the delivery of any services required by this Agreement through any means permitted by law. Without limiting the generality of the foregoing, whenever this Agreement requires the City to provide a service, the City may do so either directly or by arranging for delivery of that service through another governmental entity, a private entity, or any other person and in any lawful manner.

b. Fees and charges for public services of any nature are beyond the scope of this Agreement and shall be determined in compliance with applicable law.

3. MUNICIPAL SERVICES.

a. Commencing on the Effective Date, the City will provide for the Annexation Area the municipal services set forth in this subsection.

i. Police. The City's Police Department will provide law enforcement services.
ii. Building Inspection and Code Enforcement. The City will provide code enforcement services. This includes issuing building, electrical, plumbing, and other permits and providing inspection services for new construction and remodeling, and enforcing all other applicable codes that regulate building construction within the City. These include zoning enforcement, animal control, subdivision regulation, and junk vehicle compliance, among other City codes and ordinances.
iii. Planning and Zoning. The City will provide comprehensive planning, land development, land use, and building review and inspection services.
iv. Parks and Recreational Facilities. The Annexation Area will have the same rights as other, similar property in the City concerning publicly-owned parks and recreational facilities throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation.
v. Roads and Streets. The City will maintain any city streets, streetlights, and regulatory signs over which the City has jurisdiction, except to the extent that another public entity or homeowners' association is obligated to provide those services.

b. The City does not provide the following services to the Annexation Area and does not contract to do so:

i. Fire Protection. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide fire protection services to the Annexation Area.
ii. Emergency Medical Services. At this time, the Iowa Colony Volunteer Fire Department, which is not a part of the City, and Brazoria County Emergency Services District No. 3 provide emergency medical services to the Annexation Area.
iii. Stormwater Drainage. At this time, stormwater drainage is provided by a municipal utility district.
iv. Water and Wastewater. At this time, water and wastewater services are provided by a municipal utility district.
v. Solid Waste Services. At this time, the City does not provide solid waste services.

c. The City shall not be required to provide a service except as expressly provided by this Agreement.

d. Brazoria County understands and acknowledges that any City department mentioned herein may change names or be re-organized by the City. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **SERVICE LEVEL.** Where this Agreement requires the City to provide a service, the City will provide the Annexation Area with a level of that service, related infrastructure, and related infrastructure maintenance that are comparable to the level of services, infrastructure, and infrastructure maintenance provided by the City in other parts of the City with topography, land use, population density, and other pertinent factors similar to those of the Annexation Area.

5. **NONWAIVER OF OTHER PERSONS' OBLIGATIONS.** Nothing herein shall waive or impair any obligation of any developer, property owner, municipal utility district, or any person or entity other than a party hereto to provide any services herein described or other services.

6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

7. **INTERPRETATION.** In any litigation relating to this Agreement, the terms and conditions of the Agreement shall be interpreted according to the laws of the State of Texas.

8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Texas Law. Venue of any litigation concerning this Agreement or the subject matter hereof shall be only in the state courts located in Brazoria County, Texas or the United States District Court for the Southern District of Texas, Houston or Galveston Division.

9. **NONWAIVER BY NONENFORCEMENT.** The failure of a 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.

10. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11. **CAPTIONS**. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

12. **AGREEMENT BINDS AND BENEFITS SUCCESSORS AND RUNS WITH THE LAND. NOT A THIRD-PARTY CONTRACT.**

a . This Agreement is binding on and inures to the benefit of a named party and its successors and assigns. The terms of this Agreement constitute covenants running with the land comprising the Annexation Area. This Agreement shall be recorded in the Official Records of the Brazoria County Clerk.

b. This is not a third-party contract and does not create any rights of any person except a party and its successors and assigns, as provided in the preceding subsection.

13. REMEDIES. No party shall be liable for monetary damages for the breach of this Agreement. The sole remedy for a breach of this Agreement by the City shall be disannexation as provided in Section 43.141 of the Texas Local Government Code.

14. DISCLOSURES BY CITY. The City makes the following disclosures to Brazoria County, the Owner of the right of way being annexed:

a. The Owner is not required to enter into this Agreement.

b. The City is authorized to annex the Annexation Area under Subchapter 43, C-3 of the Texas Local Government Code, subject to a request of the Owner.

c. This subsection is a plain-language description of the annexation procedures applicable to the Annexation Area. The Owner must request the annexation in writing. Since the Annexation Area, a county road, is not taxed agriculturally, the City is not required to offer a non-annexation development agreement providing for non-annexation of the Annexation Area under certain terms and conditions. The annexation may be completed without a rejection by the Owner of such an offer. The City must enter into a municipal service agreement with the Owner. The City must hold a public hearing on the annexation, after giving notice of the hearing by publication in a newspaper and posting on the City's internet website. The City must also give notice of intent to annex to the school district with jurisdiction of the area to be annexed and to various public entities providing various services to the area to be annexed. The area may be annexed by a City ordinance at or after the conclusion of the public hearing.

d. The procedures for this annexation require the consent of the County, as the Owner of the right of way constituting the Annexation area.

e. This Agreement, if accepted by the Owner, constitutes a waiver of governmental immunity by the City for purposes of the enforcement of this Agreement.

15. ENTIRE AGREEMENT.

a. This Agreement constitutes the entire agreement on the subject matter hereof, but it does not amend, revoke, or impair any existing written agreement between the City and any other party concerning the Annexation Area.

b. This Agreement shall not be amended except by a written amendment signed by the City.

16. EFFECTIVE DATE: This Agreement shall be effective upon the annexation of the Annexation Area by the City.

CITY OF IOWA COLONY, TEXAS

By: _____
Wil Kennedy, Mayor

ATTEST:

_____
Kayleen Rosser,
City Secretary

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **_____, as Mayor** on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: _____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **Kayleen Rosser, as City Secretary** on behalf of the City of Iowa Colony, a Texas municipal corporation.

By: _____
Notary Public, State of Texas

BRAZORIA COUNTY, TEXAS

_____
L. M. "MATT" SEBESTA, JR.,
COUNTY JUDGE

ATTEST:
BRAZORIA COUNTY CLERK

By: _____
Joyce Hudman

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2026, by Joyce Hudman, as Brazoria County Clerk, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **3/10/2026**

Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF DANBURY
Culvert Set - 5415 3rd Street

TOWN OF HOLIDAY LAKES
Culvert Set - 115 Flanagan Lane

IB26-DA
(DANBURY)
City ID Code 271

Little Town Danbury. Big Heart

Big Heart

City of Danbury, TX.

Culvert Request to Engineer's Office

Date of request: 2-23-26

Home Owner's name: Ryan Little

Address where culverts are to be installed:

5415 3rd st

Home owner's home phone number: [redacted]

Home owner's cell phone number: [redacted]

Culverts must be on site when form is turned in to the city to make request to county.

What type of Culvert: Cement or HDR plastic

Number of culverts to be installed: _____

Diameter of culverts to be installed: 12"

Is the location marked for setting the culverts: Yes or NO

Additional notes for installation: (north, south, east, or west?)

culvert is in exact location where it will be installed. 12" x 20'

County will complete work according to their schedule.

***New culverts being installed 15 inch is required size.**

*** Existing culverts in the area then they must match which is there.** 12" existing

*** If culvert is longer than 48 ft. then clean- out openings or grates must be supplied by homeowner and be on site when request is made.**

Request sent on: _____

Reply from county received on: _____

AGREED _____
Brazoria County Engineer

Date Approved 3-10-26 Date Completed _____

WO# _____

COMMENTS

Rev. A 1.10.24

IB26-HL
(HOLIDAY LAKES)
City ID Code 846

Tricia Simmons

From: San Juanita Segovia <clerk@holidaylakestexas.com>
Sent: Friday, February 13, 2026 2:09 PM
To: Tricia Simmons
Subject: Re: [EXTERNAL] Culverts

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon, just wanted to let you know that the culverts at the following addresses have been delivered:

3 culverts
115 Flanagan Ln
Luz Maria Arredondo- spanish speaker
Can call sons - Christian Moreno [redacted]
Also- 3 culverts - 208 N Lake Dr.
Size - 18"
[redacted]

Thank you,
San Juanita Segovia
Utility / Permit Clerk
clerk@holidaylakestexas.com
sanjuanita.holidaylakestx@gmail.com

From: San Juanita Segovia <clerk@holidaylakestexas.com>
Sent: Tuesday, January 27, 2026 12:00
To: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Subject: Re: [EXTERNAL] Culverts

Will do, thanks!

Thank you,
San Juanita Segovia
Utility / Permit Clerk
clerk@holidaylakestexas.com
sanjuanita.holidaylakestx@gmail.com

AGREED _____
Brazoria County Engineer
Date Approved 3-10-26 Date Completed _____
WO# _____
COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **3/10/2026**

Replacement of Signs at Columbia Lakes (Precinct 4)

The Court hereby approves the installation and/or replacement of signage in the Columbia Lakes Subdivision at the request of the Columbia Lakes Homeowners Association in accordance with Court Order No. VIII.B.1.a dated July 27, 2010; and

Further, signage will be installed or replaced as notated on the attached Exhibit ‘A’; and

Further, that the Columbia Lakes Homeowners Association will be responsible for the cost and expense of the signage; and

Further, a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Date: 7/27/2010

THE SPECIAL COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. VIII.B.1.a.

RE: Petition of Columbia Lakes for Extension of traffic rules to the roads of Columbia Lakes

---

1. The Court approves and grants, pursuant to Section 542.007 of the Texas Transportation Code, the Request of the governing body of the Columbia Lakes Homeowners Association, Inc., the entity that maintains the roads in the subdivision, for extension of traffic rules to the roads of Columbia Lakes attached hereto, and by this Order hereby extends effective this date any and all traffic rules and regulations applicable to County roads to the roads of the subdivision of Columbia Lakes.

2. The streets for which traffic regulations will be extended to all roads identified on the attached Exhibit "A".

3. Pursuant to Section 251.152, a public hearing will be necessary before the posting of regulatory signs. Therefore, the Columbia Lakes Homeowners Association, Inc., will be responsible for the expense of posting the public notice in a newspaper of general circulation. Said posting in the paper will be handled by the County Engineering Department.

4. Columbia Lakes Homeowners Association, Inc. will be responsible for the costs and expense of the regulatory signs to be placed in the subdivision.

5. Further, the Court orders that a copy of this Order be delivered to the Brazoria County Sheriff and County Engineering Department.

Street Name	Missing signs	House number	Working	House number	Working	House number	Working	House Number	Working
Freeman Blvd	1	216 Corner	Yes	275 Corner	No	346 Corner	Yes		
Riverside Drive	1	2101 Corner	No	2150	Yes	2181-2185	Yes	2242	Yes
Inverness Lane		17 End of Street	No						
La Costa Lane		None							
Augusta Lane		13 End of Street	Yes						
Seminole Lane		17	Yes						
Colonial Lane	1	9 End of Street	Yes						
Cypress Point Lane		Corner	Yes						
Twin Lakes Blvd E	4	2167 Corner	Yes						
Sunset Oaks Drive	1	None							
Laurel Valley Drive		116 Across Street from	Yes						
Merion Lane		None							
Evergreen Lane		None							
River Valley Drive		2241	Yes						
Paradise Valley Drive		146 Corner	No						
Pecan Valley Drive		128	Yes						
Pleasant Valley Drive		149 Corner	Yes						
Lake Forrest Drive	1	2202 Corner	Yes	2242	Yes				
River Oaks Drive		2215 At Intersecion with Edgev	No						
Edgewater Drive	2	221 Corner	Yes						
Lakewood Drive	1	2211 Corner	No	2239-2243	No				
Forest Park Drive		267 Corner	Yes	220	Yes				
Montclaire Drive		253 End of Street	Yes						
Prescott Drive		264 Corner	Yes	223	Yes				
Inwood Drive	2	202 Corner	No-Dim	234	Yes				
Twin Lakes Blvd W	2	418 Corner	Yes	445-449	Yes	232	Yes		
Oaklawn Drive	3	None							
Atmore Lane		2 Corner	Yes						
Shalmar Drive	2	2349 Corner	Yes						
Ridgewood Drive		2502 Corner	Yes	2363 At Intersection N Ridgewood	Yes	2307 Across the street from	Yes		
S Ridgewood Court		End of Street	Yes						
N Ridgewood Court		None							
Woodhaven Drive		343 Corner	Yes	248	Yes	202 Corner	Yes		
S Amherst Drive		419	Yes	228	No				
N Amherst Drive	2	462	Yes	414	Yes	270 Corner	No-Dim	202 Corner	Yes but No glass
Cedar		None							
Pinehurst Drive	1	2582	Yes - trees need trimmed	2538	No				
Wentworth Drive		266 Corner	Yes						
Canterbury Drive		None							
Canterbury Lane		9 End of Street	Yes						
Olympia Drive		2436 Corner	Yes	2568	Yes				
Olympia Court		2 Corner	Yes						
Mossy Meadows Drive		200 Corner	Yes	284 Corner	Yes				
Lakeside Drive		None							
Crestview Drive	2	205 Across the street from	Yes	237 Across the street from	Yes				
St Andrews Court		None							
Troy Lane	1	None							
Preston Lane	1	None							
Timber Lane		None							
Wellshire Drive		302 Corner	Yes	455 Corner	No				
Turberry Drive		2570 Corner	Yes	2531	No	2402	Yes		
Green Meadows Drive		405 Corner	Yes	562 Corner	Yes				
Countryside Drive		401	No						
Green Meadows Lane		10	Yes						
Burning Tree Lane		429 End of Street	Yes						
Buena Vista Lane		423 End of Street	Yes						
Valle Verde Lane		417 End of Street	No						

Exhibit 'A'

sh Rd
County Road 25
Lagoon Reservoir
Riverside Dr
Underground Jewels
West Lake
County Road 25
MoMo's Sweets
Twin Lakes Blvd
Freeman Blvd
Columbia Lakes Resort Cottages
Lake Forrest Dr
Riveroaks Dr
Lakewood Dr
Tenneco Lake Number 1
Sweet Potato Clowning
Columbia Lakes Resort Cottages
Olympia Dr
Pinecroft Dr
Forest Park Dr
Edgewater Dr
Mossy Meadow Dr
Cranbury Dr
Wentworth Dr
Pinehurst Dr
Woodchester Dr
Freeman Blvd
Twin Lakes Blvd
Ridgewood Dr
Turberry Dr
Wellshire Dr
N Amherst Dr
S Amherst Dr
Green Meadows Dr
Ridgewood Dr
Val Verde Ct
17th St

Sy she signs

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **3/10/2026**

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 100 (Precinct 2)

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way identified in Volume 1, Page 15 in the Plat Records of Brazoria County, within the Francis Moore Survey, Abstract 100; and

Whereas, a 206.3-acre-parcel out of the Francis Moore Survey, Abstract No. 100, in Brazoria County, Texas, County Clerk's Document No. 2025-024009 of the Brazoria County Clerk's Records, being a portion of a called 531.50 acre tract of land described as Parcel 2 in an instrument to Walton Texas, LP recorded under Instrument Number 2017010196 of the Deed Records of Brazoria County, as are currently divided by certain public rights-of-way; and

Whereas, SLD Brazoria LLC, the current owner of the tracts of land that abut said public rights-of-way, in the Francis Moore Survey, Abstract 100, Brazoria County, Texas being that certain 206.3-acre-parcel out of the Francis Moore Survey, Abstract No. 100, in Brazoria County, Texas, County Clerk's Document No. 2025-024009 of the Brazoria County Clerk's Records; and

Whereas, each of the above owners has submitted written requests for the abandonment of the 40' right-of-way located between the tracts; and

Whereas, the 40' in width public right-of-way is not being used for access to any adjoining properties; and

Whereas, the Court finds that no apparent public interest would be served by retaining the portion of the public road and its right-of-way; and

Whereas, the Court finds that this conveyance is subject to the continued use by any public utility or common carrier of utility infrastructure as set forth in Texas Transportation Code Section 251.058(f) located in the road rights-of-way and in existence prior to the date this Order is approved; and

Pursuant to Texas Transportation Code, Section 251.058 - Closing, Abandoning, and Vacating Public Road - title to part of a Public road and its rights-of-way, shall vest on this date to the owners of the following property that abuts the portion public rights-of-way being closed, abandoned, and vacated:

Property Owner	Recorded Deed
SLD Brazoria LLC	2025-024009

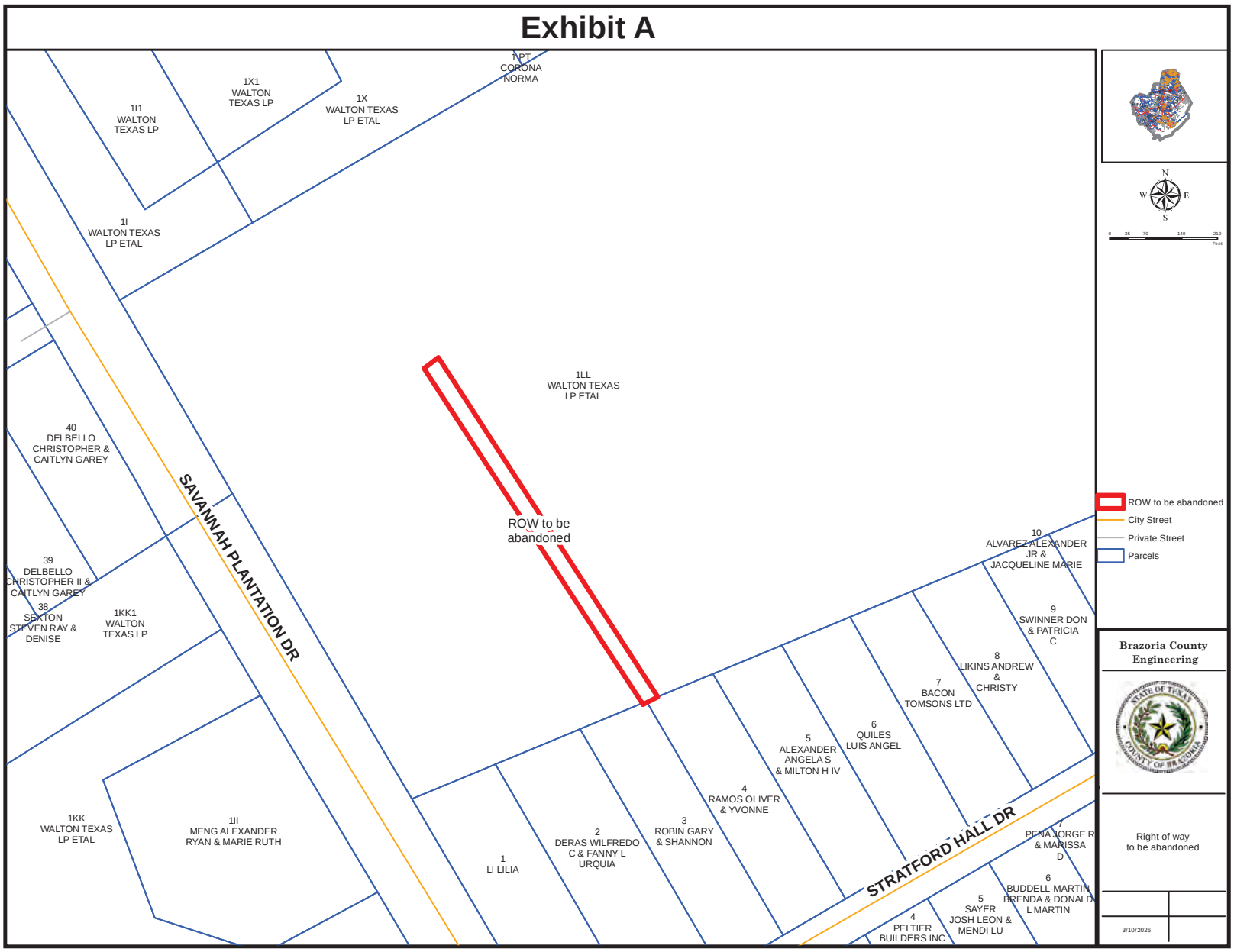
The Section and or Dimensions being granted and conveyed to each property owner shall be the portion of the public rights-of-way that abuts the respective property owner's property to the center of the road. See Exhibit "A".

The County, as Grantor, hereby grants and conveys unto the respective property owner(s) as Grantee(s), the (their) respective section that abuts the current part of a public rights-of-way as set forth on the attached Exhibit "A".

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County along with Exhibit “A”. This document shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property identified above.

Further Ordered that a copy of this order be sent to the County Engineering Department.

Exhibit A


1PT
CORONA
NORMA
1X1
WALTON
TEXAS LP
1X
WALTON TEXAS
LP ETAL
1I1
WALTON
TEXAS LP
1I
WALTON TEXAS
LP ETAL
1LL
WALTON TEXAS
LP ETAL
ROW to be
abandoned
40
DELBELLO
CHRISTOPHER &
CAITLYN GAREY
39
DELBELLO
CHRISTOPHER II &
CAITLYN GAREY
38
SEXTON
STEVEN RAY &
DENISE
1KK1
WALTON
TEXAS LP
SAVANNAH PLANTATION DR
1KK
WALTON TEXAS
LP ETAL
1II
MENG ALEXANDER
RYAN & MARIE RUTH
1
LI LILIA
2
DERAS WILFREDO
C & FANNY L
URQUIA
3
ROBIN GARY
& SHANNON
4
RAMOS OLIVER
& YVONNE
5
ALEXANDER
ANGELA S
& MILTON H IV
6
QUILES
LUIS ANGEL
7
BACON
TOMSONS LTD
8
LIKINS ANDREW
&
CHRISTY
9
SWINNER DON
& PATRICIA
C
10
ALVAREZ ALEXANDER
JR &
JACQUELINE MARIE
STRATFORD HALL DR
7
PENA JORGE R
& MARISSA
D
6
BUDDELL-MARTIN
BRENDA & DONALD
L MARTIN
5
SAYER
JOSH LEON &
MENDI LU
4
PELTIER
BUILDERS INC
N
W
E
S
0 35 70 140 210
Feet
ROW to be abandoned
City Street
Private Street
Parcels
Brazoria County
Engineering
STATE OF TEXAS
COUNTY OF BRAZORIA
Right of way
to be abandoned
3/10/2026

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Corridor Title Co. GF# 25-0437-CH

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF BRAZORIA §

WALTON TEXAS, LP, a Texas limited partnership, and **CLARA CHONG**, as Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts owning one or more undivided ownership interests in the Property (as hereinafter defined), including, but not limited to, the Trusts identified on Schedule 1 attached hereto, on behalf of the Trustees for such Trusts (including, but not limited to, the Trusts identified on the attached Schedule 1) (collectively, jointly and severally, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by **SLD BRAZORIA LLC,** a Delaware limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Grantee that certain tract of land situated in Brazoria County, Texas, described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), together with (i) all benefits, privileges, tenements, hereditaments, easements, rights and appurtenances thereon or pertaining to such real property, (ii) all buildings, fixtures and improvements located thereon, (iii) all permits, approvals, licenses, water and sewer capacity commitments and other rights and interests owned or held by Grantor in connection with such real property, (iv) all right, title and interest of Grantor, if any, in, and to, all rights-of-way, or rights of ingress to and egress from the real property, and any land lying in or under the bed of any highway, avenue, street or alley, in, on, across or adjoining the real property described herein, (v) all impact fee and other governmental credits, rebates or similar benefits which have accrued with respect to or benefit such real property, and (vi) all right, title and interest of Grantor, if any, in and to all strips or gores of land, if any, between the real property and abutting properties (hereinafter referred to as the "Property").

This conveyance, however, is made and accepted subject to the matters described on Exhibit "B" attached hereto and made a part hereof, to the extent same are valid, enforceable and affect the Property (hereinafter referred to as the "Permitted Exceptions"), but without reimposing same.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and assessments pertaining to the Property for calendar year 2025 and subsequent years, there having been a proper proration of ad valorem taxes and assessments for the current calendar year between Grantor and Grantee. Grantee, by its acceptance hereof, does further assume and agree to pay any and all ad valorem taxes and assessments, including any "rollback" taxes and assessments (and any penalties or interest thereon) relating to a change in the usage of the Property on or after the date hereof, whether by reason of this conveyance or hereafter.

Attached hereto as Exhibit C is that certain Certificate of Approval evidencing the authorization of the execution and delivery of this Special Warranty Deed by Grantor to Grantee pursuant to and in accordance with the terms, conditions, and requirements of that certain Declaration of Covenants, Conditions, and Restrictions, dated March 2, 2017, recorded in Document No. 2017010409, of the Official Public Records of Brazoria County, Texas, and Supplement No. 1 to Declaration of Covenants, Conditions and Restrictions, dated August 21, 2019 in Document No. 2019042258 of the Official Public Records of Brazoria County, Texas.

Attached hereto as Exhibit D is evidence of the appointment of Clara Chong as Special Signatory Co-Trustee.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT PAGES FOLLOW]

EXECUTED to be effective as of May 22nd, 2025.

GRANTOR:

WALTON TEXAS, LP,
a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: Robert Nixon
Title: Authorized Signatory

STATE OF Arizona §
§ ss.
COUNTY OF Maricopa §

This instrument was acknowledged before me on this 9th day of April, 2025, by Robert Nixon Authorized Signatory of Walton International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a Texas limited liability company, General Partner of Walton Texas, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said limited partnership.

_____
Notary Public State of Arizona

[Notary Seal]

HECTOR MEZA
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 668736
Expires July 06, 2028

Hector Meza
Printed Name of Notary Public

My commission expires:
7/6/2028

GRANTOR:

Name: CLARA CHONG

Title: Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts owning one or more undivided ownership interests in the Property including, but not limited to, the Trusts identified on Schedule 1 attached hereto, on behalf of the Trustees for such Trusts (including, but not limited to, the Trusts identified on the attached Schedule 1)

STATE OF ARIZONA §
§ ss.
COUNTY OF MARICOPA §

This instrument was acknowledged before me on this 7TH day of APRIL, 2025, by Clara Chong, Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts owning one or more undivided ownership interests in the Property including, but not limited to, the Trusts identified on Schedule 1 attached hereto, on behalf of the Trustees for such Trusts (including, but not limited to, the Trusts identified on the attached Schedule 1).

[Notary Seal]

HECTOR MEZA
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 668738
Expires July 06, 2028

Notary Public State of ARIZONA

HECTOR MEZA
Printed Name of Notary Public

My commission expires:
7-6-2028

GRANTEE'S ADDRESS FOR TAX NOTICES:

16380 Addison Road
Addison, Texas 75001

After Recording Please Return to:
David M. Tatum, Esq.
Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 400
Addison, Texas 75001-6861

Schedule 1

List of Trusts

1. ABDUL RAHEMAN, RAJALE BIN Brazoria Meadows Revocable Trust
2. AHMAD, ABDUL KHALID BIN Brazoria Meadows Revocable Trust
3. AHMAD, YACOB BIN Brazoria Meadows Revocable Trust
4. AKAO, Kentaro Brazoria Meadows Revocable Trust
5. ANG, ALBERT HONG WOO Brazoria Meadows Revocable Trust
6. ANG, EILEEN Brazoria Meadows Revocable Trust
7. ANG, WEE KIAN Brazoria Meadows Revocable Trust
8. ANG, WOO CHEE Brazoria Meadows Revocable Trust
9. ARAKI, Hiroko Brazoria Meadows Revocable Trust
10. ARVEY, Richard David Brazoria Meadows Revocable Trust
11. AU, Wah Tung Brazoria Meadows Revocable Trust
12. AU-YEUNG, Wun Man Brazoria Meadows Revocable Trust
13. AW, GARY Brazoria Meadows Revocable Trust
14. AZIZ MOHAMMED, MOHAMMED AZMAN BIN Brazoria Meadows Revocable Trust
15. BAO, Qinjun Brazoria Meadows Revocable Trust
16. BARDET, Vincent Brazoria Meadows Revocable Trust
17. BERMAN, JEREMY ABRAHAM Brazoria Meadows Revocable Trust
18. BHAGWANDAS, VASDEV Brazoria Meadows Revocable Trust
19. BRUMMER, Mathieu Brazoria Meadows Revocable Trust
20. BUN, PUI YOKE Brazoria Meadows Revocable Trust
21. BUTRIM, ALEXEY Brazoria Meadows Revocable Trust
22. CABRAL, RITIKA Brazoria Meadows Revocable Trust
23. CAI, Wei Dong Brazoria Meadows Revocable Trust
24. CATHALA, Laurent Jacques Jean Brazoria Meadows Revocable Trust
25. CAYFORD, BARRIE HAYDN Brazoria Meadows Revocable Trust
26. CHAI, Dong Brazoria Meadows Revocable Trust
27. CHAN CHENG, Yuk Hing Deborah Brazoria Meadows Revocable Trust
28. CHAN, CHERRY HIANG PUAY Brazoria Meadows Revocable Trust
29. CHAN, CHRISTINE SAU KUEN Brazoria Meadows Revocable Trust
30. CHAN, ENG WAH Brazoria Meadows Revocable Trust
31. CHAN, Hau Yi Brazoria Meadows Revocable Trust
32. CHAN, Oi Ming Brazoria Meadows Revocable Trust
33. CHAN, See Meng Brazoria Meadows Revocable Trust
34. CHAN, SHEUE LING Brazoria Meadows Revocable Trust
35. CHAN, Sui Chung Brazoria Meadows Revocable Trust
36. CHAN, Tin Yan Brazoria Meadows Revocable Trust
37. CHAN, Tsan Wa Brazoria Meadows Revocable Trust
38. CHAN, TUCK WAI Brazoria Meadows Revocable Trust

39. CHAN, WILSON WAI CHUNG Brazoria Meadows Revocable Trust
40. CHANG, CHUN YUAN Brazoria Meadows Revocable Trust
41. CHANG, JULIAN JO LIAN Brazoria Meadows Revocable Trust
42. CHANG, SEW KEE Brazoria Meadows Revocable Trust
43. CHAO, ZHANG QI Brazoria Meadows Revocable Trust
44. CHAU, Pui Fan Brazoria Meadows Revocable Trust
45. CHAY, Sipha Brazoria Meadows Revocable Trust
46. CHEE, JANET MEI LENG Brazoria Meadows Revocable Trust
47. CHEE, SHEH MAI Brazoria Meadows Revocable Trust
48. CHEE, YAN PONG Brazoria Meadows Revocable Trust
49. CHEN, CHERN YI Brazoria Meadows Revocable Trust
50. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
51. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
52. CHEN, HOOY LEE Brazoria Meadows Revocable Trust
53. CHEN, Huei-Fen Brazoria Meadows Revocable Trust
54. CHEN, Lung-Hsiung Brazoria Meadows Revocable Trust
55. CHEN, MEE CHING Brazoria Meadows Revocable Trust
56. CHEN, SEONG FOOK Brazoria Meadows Revocable Trust
57. CHEN, SHIANG Brazoria Meadows Revocable Trust
58. CHEN, TEAK HUAT Brazoria Meadows Revocable Trust
59. CHEN, TEIK FOOI Brazoria Meadows Revocable Trust
60. CHEN, WEE LING Brazoria Meadows Revocable Trust
61. CHENG, Chi Yan Brazoria Meadows Revocable Trust
62. CHENG, JING YI Brazoria Meadows Revocable Trust
63. CHENG, Pui Yan Brazoria Meadows Revocable Trust
64. CHENG, Sirea Wai Har Brazoria Meadows Revocable Trust
65. CHENG, SOH MEI Brazoria Meadows Revocable Trust
66. CHEONG, SIEW MAE Brazoria Meadows Revocable Trust
67. CHEONG, SIEW WAH Brazoria Meadows Revocable Trust
68. CHER, GABRIEL LIU YUAN Brazoria Meadows Revocable Trust
69. CHER, MATTHIAS TZE HANG Brazoria Meadows Revocable Trust
70. CHEUNG, Sau Wun Brazoria Meadows Revocable Trust
71. CHEW, SUHON Brazoria Meadows Revocable Trust
72. CHEW, SUYIN Brazoria Meadows Revocable Trust
73. CHIA, CHOY PING Brazoria Meadows Revocable Trust
74. CHIA, WEE KIAT Brazoria Meadows Revocable Trust
75. CHIBA, Mitsuhiro Brazoria Meadows Revocable Trust
76. CHIBANA, Rui Brazoria Meadows Revocable Trust
77. CHIN, KIM KEOW Brazoria Meadows Revocable Trust
78. CHIU, Tsz Him Danny Brazoria Meadows Revocable Trust
79. CHNG, KIM NEO Brazoria Meadows Revocable Trust
80. CHNG, SHAUN SHING JI Brazoria Meadows Revocable Trust

81. CHOI, Pak Hei Brazoria Meadows Revocable Trust
82. CHONG, CHEE KEONG Brazoria Meadows Revocable Trust
83. CHONG, CHEW LIEN Brazoria Meadows Revocable Trust
84. CHONG, LENG LENG Brazoria Meadows Revocable Trust
85. CHONG, Wai Fung Brazoria Meadows Revocable Trust
86. CHONG, WEI SHIUAN Brazoria Meadows Revocable Trust
87. CHONG, YEOU FOONG Brazoria Meadows Revocable Trust
88. CHOO, MUI LUAN Brazoria Meadows Revocable Trust
89. CHOTIKAJAN, UNYA Brazoria Meadows Revocable Trust
90. CHOU, Chia-Ching Brazoria Meadows Revocable Trust
91. CHOW, Chi Ming Charles Brazoria Meadows Revocable Trust
92. CHU, Hoi Lun Brazoria Meadows Revocable Trust
93. CHU, TIMOTHY WING HONG Brazoria Meadows Revocable Trust
94. CHUA, MARK CHENG KIAT Brazoria Meadows Revocable Trust
95. CHUA, WEI SUN Brazoria Meadows Revocable Trust
96. CHUNG, Kin Keung Kenneth Brazoria Meadows Revocable Trust
97. CHUNG, Ping Brazoria Meadows Revocable Trust
98. D'Almeida, Denise Laurine Brazoria Meadows Revocable Trust
99. DE SILVA, JEFFREY JOHN Brazoria Meadows Revocable Trust
100. DEVOUGE, GHISLAIN HENRI SEBASTIEN Brazoria Meadows Revocable Trust
101. DIBBLE, Anthony John Brazoria Meadows Revocable Trust
102. DY, Leung Brazoria Meadows Revocable Trust
103. EITLER, SHERRIE Brazoria Meadows Revocable Trust
104. ENG, MEOW LENG Brazoria Meadows Revocable Trust
105. FEILER, DANIEL HENRY Brazoria Meadows Revocable Trust
106. FENG, MINGYA Brazoria Meadows Revocable Trust
107. FOK, Shek Fun Brazoria Meadows Revocable Trust
108. FONG, CHEE TAT Brazoria Meadows Revocable Trust
109. FOO, CHOON YEOW Brazoria Meadows Revocable Trust
110. FU, Wai Yin Brazoria Meadows Revocable Trust
111. FUJITA, Yoshimi Brazoria Meadows Revocable Trust
112. FUKUI, Rie Brazoria Meadows Revocable Trust
113. GAN, ERN LER Brazoria Meadows Revocable Trust
114. GAN, GRACE ERN HUI Brazoria Meadows Revocable Trust
115. GAO, Xiqing Brazoria Meadows Revocable Trust
116. GARNER, Robert William Brazoria Meadows Revocable Trust
117. GEORGE, Richard John Weir Brazoria Meadows Revocable Trust
118. GERJAN SINGH, RAJVINDER SINGH Brazoria Meadows Revocable Trust
119. GINOZA, Ayako Brazoria Meadows Revocable Trust
120. GIUCCA, LUIGI Brazoria Meadows Revocable Trust
121. GOAY, CHIN LEE Brazoria Meadows Revocable Trust
122. GOH, CHEE WEE Brazoria Meadows Revocable Trust

123. GOH, JOON LOUNG Brazoria Meadows Revocable Trust
124. GOH, JULIAN PARK NAM Brazoria Meadows Revocable Trust
125. GOH, JULIE YONG CHING Brazoria Meadows Revocable Trust
126. GOH, SOPHIA LULIN Brazoria Meadows Revocable Trust
127. GOH, TZE WEI Brazoria Meadows Revocable Trust
128. GU, Zhenjing Brazoria Meadows Revocable Trust
129. HALIM, SIANNY Brazoria Meadows Revocable Trust
130. HAMAURA, Takeru Brazoria Meadows Revocable Trust
131. HARTANTO, KATHARINA Brazoria Meadows Revocable Trust
132. HASHIGUCHI, Kazuyuki Brazoria Meadows Revocable Trust
133. HASHIGUCHI, Michiko Brazoria Meadows Revocable Trust
134. HASHIGUCHI, Tomomitsu Brazoria Meadows Revocable Trust
135. HASHIGUCHI, Yurie Brazoria Meadows Revocable Trust
136. HASHIMOTO, AKIKO Brazoria Meadows Revocable Trust
137. HASHIMOTO, Sumie Brazoria Meadows Revocable Trust
138. HE, Lifen Brazoria Meadows Revocable Trust
139. HENG, HONG NGAN Brazoria Meadows Revocable Trust
140. HILLS, Abigail Camaya Brazoria Meadows Revocable Trust
141. HIRATA, Koichi Brazoria Meadows Revocable Trust
142. HO, CHIN WOH Brazoria Meadows Revocable Trust
143. HO, Chun Ho Brazoria Meadows Revocable Trust
144. HO, Janis Brazoria Meadows Revocable Trust
145. HO, KIN WING Brazoria Meadows Revocable Trust
146. HO, LENG LENG Brazoria Meadows Revocable Trust
147. HO, MEI YEE Brazoria Meadows Revocable Trust
148. HO, PEGGY YOKE KHUM Brazoria Meadows Revocable Trust
149. HO, Wai Pang Brazoria Meadows Revocable Trust
150. HO, WENDY GUAT SONG Brazoria Meadows Revocable Trust
151. HO, YIN KHAM Brazoria Meadows Revocable Trust
152. HO, Yuen Kwan Brazoria Meadows Revocable Trust
153. HOKAMA, Rikito Brazoria Meadows Revocable Trust
154. HOR, KOOI PENG Brazoria Meadows Revocable Trust
155. HOSOJIMA, CHIE Brazoria Meadows Revocable Trust
156. HOW, ELIZABETH AI LIN Brazoria Meadows Revocable Trust
157. HU, Jiaxi Brazoria Meadows Revocable Trust
158. HUANG, Chih-Kai Brazoria Meadows Revocable Trust
159. HUANG, Dani Brazoria Meadows Revocable Trust
160. HUANG, MING Brazoria Meadows Revocable Trust
161. HUN, YAN KEOW Brazoria Meadows Revocable Trust
162. HURLEY, Jay Clive Brazoria Meadows Revocable Trust
163. HWANG, CHI KERN Brazoria Meadows Revocable Trust
164. INADA, Noriyo Brazoria Meadows Revocable Trust

165. IP, Wai Ki Brazoria Meadows Revocable Trust
166. ISEKI, Tsuyoshi Brazoria Meadows Revocable Trust
167. ISHIDA, Toru Brazoria Meadows Revocable Trust
168. ISHIZUMI, Kozue Brazoria Meadows Revocable Trust
169. ISMAIL, SHIRIN BINTI Brazoria Meadows Revocable Trust
170. ITAKURA, Munehiko Brazoria Meadows Revocable Trust
171. JALALI, ADITI Brazoria Meadows Revocable Trust
172. JESSUP, STEEDON STIRLING SHEN Brazoria Meadows Revocable Trust
173. JIANG, Li Brazoria Meadows Revocable Trust
174. JIVARAJAN, PAVEENA Brazoria Meadows Revocable Trust
175. KAKIYAMA, Hirofumi Brazoria Meadows Revocable Trust
176. KAMMURI, Aki Brazoria Meadows Revocable Trust
177. KAN, Wai Hing Brazoria Meadows Revocable Trust
178. KANAGASABAPATHY, RAVINDRAN Brazoria Meadows Revocable Trust
179. KAWABUCHI, Tomie Brazoria Meadows Revocable Trust
180. KAWAKAMI, Ichizo Brazoria Meadows Revocable Trust
181. KAWANISHI, Rika Brazoria Meadows Revocable Trust
182. KAY, EVELYN AIH PING Brazoria Meadows Revocable Trust
183. KER, EE BENG Brazoria Meadows Revocable Trust
184. KHONG, YOKE PENG Brazoria Meadows Revocable Trust
185. KHOO, KENNETH CHENG BOON Brazoria Meadows Revocable Trust
186. KIKUCHI, Akinori Brazoria Meadows Revocable Trust
187. KIKUCHI, Hiroaki Brazoria Meadows Revocable Trust
188. KIM, Jise Brazoria Meadows Revocable Trust
189. KINOSHITA, Keiko Brazoria Meadows Revocable Trust
190. KITADA, KIMIE Brazoria Meadows Revocable Trust
191. KITADA, Yuiga Brazoria Meadows Revocable Trust
192. KITAGAWA, Takeshi Brazoria Meadows Revocable Trust
193. KOGA, Taketo Brazoria Meadows Revocable Trust
194. KOH, BENG HOE Brazoria Meadows Revocable Trust
195. KOH, PENG EYAM Brazoria Meadows Revocable Trust
196. KOH, RYAN TECK SOON Brazoria Meadows Revocable Trust
197. KOK, POH CHEE Brazoria Meadows Revocable Trust
198. KONG, ENG TECK Brazoria Meadows Revocable Trust
199. KONG, Pui Shan Brazoria Meadows Revocable Trust
200. KONG, YEE BOON Brazoria Meadows Revocable Trust
201. KOO, Fung Han Brazoria Meadows Revocable Trust
202. KOUL, SUSHEEL Brazoria Meadows Revocable Trust
203. KUAH, Jonathan Choon Hian Brazoria Meadows Revocable Trust
204. KUIK, THIAM HUAT Brazoria Meadows Revocable Trust
205. KWAN, Wang Ip Brazoria Meadows Revocable Trust
206. LAI, Ashley Long Ting Brazoria Meadows Revocable Trust

207. LAI, SIEW PENG Brazoria Meadows Revocable Trust
208. LAM, Beryl Brazoria Meadows Revocable Trust
209. LAM, DAVE CHEE CHOONG Brazoria Meadows Revocable Trust
210. LAM, Hiu Ching Brazoria Meadows Revocable Trust
211. LAM, Jennifer Hau Chun Brazoria Meadows Revocable Trust
212. LAM, LOUIS HUNG TAK Brazoria Meadows Revocable Trust
213. LAM, Siu Fung Brazoria Meadows Revocable Trust
214. LAM, WENDY SHAN SHAN Brazoria Meadows Revocable Trust
215. LAM, Wing Kwan Brazoria Meadows Revocable Trust
216. LAM, Wing Pan Brazoria Meadows Revocable Trust
217. LAM, Wing Yiu Brazoria Meadows Revocable Trust
218. LAM, Yik Wa Brazoria Meadows Revocable Trust
219. LAU, Eddie Sui Yin Brazoria Meadows Revocable Trust
220. LAU, FONG MING Brazoria Meadows Revocable Trust
221. LAU, FONG MING Brazoria Meadows Revocable Trust
222. LAU, Hoi Lam Brazoria Meadows Revocable Trust
223. LAU, Nga Lai Brazoria Meadows Revocable Trust
224. LAU, Wai Brazoria Meadows Revocable Trust
225. LAU, Wai Ki Brazoria Meadows Revocable Trust
226. LAW, Chi Ping Brazoria Meadows Revocable Trust
227. LAW, Kwok Kiu Louis Brazoria Meadows Revocable Trust
228. LAW, Tien Chye Brazoria Meadows Revocable Trust
229. LAW, Yuk Hing Brazoria Meadows Revocable Trust
230. LAWRENCE, Colin Barry Brazoria Meadows Revocable Trust
231. LEE, AH LAN Brazoria Meadows Revocable Trust
232. LEE, ANNE KIA LEE Brazoria Meadows Revocable Trust
233. LEE, BEE LIAN Brazoria Meadows Revocable Trust
234. LEE, BEE LIAN Brazoria Meadows Revocable Trust
235. LEE, CHEE KHWIN Brazoria Meadows Revocable Trust
236. LEE, HAYDEN BIN SOON Brazoria Meadows Revocable Trust
237. LEE, HOON HWEE Brazoria Meadows Revocable Trust
238. LEE, JOO HWA Brazoria Meadows Revocable Trust
239. LEE, Ki Brazoria Meadows Revocable Trust
240. LEE, Kit Sum Winifred Brazoria Meadows Revocable Trust
241. LEE, MAURICE TZE PENG Brazoria Meadows Revocable Trust
242. LEE, MENG GEK Brazoria Meadows Revocable Trust
243. LEE, PHILIP FOO KEONG Brazoria Meadows Revocable Trust
244. LEE, SEOW PING Brazoria Meadows Revocable Trust
245. LEE, SOON AI Brazoria Meadows Revocable Trust
246. LEE, Teck Kim Brazoria Meadows Revocable Trust
247. LEE, TUCK HENG Brazoria Meadows Revocable Trust
248. LEE, Wai Lai Sally Brazoria Meadows Revocable Trust

249. LEE, Yee Sing Brazoria Meadows Revocable Trust
250. LEE, You Xuan Brazoria Meadows Revocable Trust
251. LEONG, FRANCIS SUEN KHIONG Brazoria Meadows Revocable Trust
252. LEONG, SAY HAUR Brazoria Meadows Revocable Trust
253. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
254. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
255. LEUNG, Wai Han Brazoria Meadows Revocable Trust
256. LI, Chun Fai Brazoria Meadows Revocable Trust
257. LI, Hong Brazoria Meadows Revocable Trust
258. LI, Man Lung Brazoria Meadows Revocable Trust
259. LI, PINGSHENG Brazoria Meadows Revocable Trust
260. LI, Siqi Brazoria Meadows Revocable Trust
261. LI, Suet Fan Fanny Brazoria Meadows Revocable Trust
262. LI, Yanfang Brazoria Meadows Revocable Trust
263. LI, Yi Wan Brazoria Meadows Revocable Trust
264. LIEW, KAN MIN Brazoria Meadows Revocable Trust
265. LIM, AI TI Brazoria Meadows Revocable Trust
266. LIM, CELENE LAI KENG Brazoria Meadows Revocable Trust
267. LIM, CHENG LIAN Brazoria Meadows Revocable Trust
268. LIM, CHOW LENG Brazoria Meadows Revocable Trust
269. LIM, DENNIS ZHI HONG Brazoria Meadows Revocable Trust
270. LIM, EDMOND WEE Brazoria Meadows Revocable Trust
271. LIM, GINA Brazoria Meadows Revocable Trust
272. LIM, LEE KIANG Brazoria Meadows Revocable Trust
273. LIM, NANCY SIEW TIN Brazoria Meadows Revocable Trust
274. LIM, Poey Huang Brazoria Meadows Revocable Trust
275. LIM, POH LIN Brazoria Meadows Revocable Trust
276. LIM, SIEW KHENG Brazoria Meadows Revocable Trust
277. LIM, SOO CHEN Brazoria Meadows Revocable Trust
278. LIM, SOOK MEE Brazoria Meadows Revocable Trust
279. LIM, STEPHANIE CHUE CHING Brazoria Meadows Revocable Trust
280. LIM, SWEE HOCK Brazoria Meadows Revocable Trust
281. LIM, SZU LING Brazoria Meadows Revocable Trust
282. LIM, TECK KAI Brazoria Meadows Revocable Trust
283. LIM, TJANG IANG Brazoria Meadows Revocable Trust
284. LIM, YOKE KWAN Brazoria Meadows Revocable Trust
285. LIN, Hung-Lung Brazoria Meadows Revocable Trust
286. LIN, KHO KHENG Brazoria Meadows Revocable Trust
287. LIN, Qi Brazoria Meadows Revocable Trust
288. LIN, Zhixiu Brazoria Meadows Revocable Trust
289. LIU, Jiadong Brazoria Meadows Revocable Trust
290. LIU, King Fan Brazoria Meadows Revocable Trust

291. LIU, Kit Yuen Bithiah Brazoria Meadows Revocable Trust
292. LIU, Tin Chung Victor Brazoria Meadows Revocable Trust
293. LIU, TOW SEN Brazoria Meadows Revocable Trust
294. LO, Wing Cheung Rinco Brazoria Meadows Revocable Trust
295. LOH, STEPHEN MENG LEONG Brazoria Meadows Revocable Trust
296. LOK, Yuk Ha Brazoria Meadows Revocable Trust
297. LOKE, CHEE LAN Brazoria Meadows Revocable Trust
298. LOO, CHEE WEE Brazoria Meadows Revocable Trust
299. LOW, KEE HWA Brazoria Meadows Revocable Trust
300. LOW, KWEK CHON Brazoria Meadows Revocable Trust
301. LOW, SOO HOW Brazoria Meadows Revocable Trust
302. LU, Kaiwei Brazoria Meadows Revocable Trust
303. LU, Ta-Wen Brazoria Meadows Revocable Trust
304. LUI, Shuk Yi Brazoria Meadows Revocable Trust
305. LUK, Mei Hung Brazoria Meadows Revocable Trust
306. MA, Wing Kit Brazoria Meadows Revocable Trust
307. MAEDA, Mayumi Brazoria Meadows Revocable Trust
308. MAGNUS, STEFAN LOUIS JOZEF Brazoria Meadows Revocable Trust
309. MAK, Kei Ying Brazoria Meadows Revocable Trust
310. MAN, Shun Fai Brazoria Meadows Revocable Trust
311. MASUI, Takafumi Brazoria Meadows Revocable Trust
312. MATSUMOTO, Yoshiko Brazoria Meadows Revocable Trust
313. MATSUSHITA, Yoko Brazoria Meadows Revocable Trust
314. MAXWELL, Sze Chuen Brazoria Meadows Revocable Trust
315. MAYNARD, FENNY Brazoria Meadows Revocable Trust
316. MAZHARA, OLGA Brazoria Meadows Revocable Trust
317. MD SAAD, ROSLY BIN Brazoria Meadows Revocable Trust
318. MENG, Fanchen Brazoria Meadows Revocable Trust
319. MENG, Jinghui Brazoria Meadows Revocable Trust
320. MILES LEWIS, Julie Brazoria Meadows Revocable Trust
321. MIURA, Izumi Brazoria Meadows Revocable Trust
322. MIWA, Mutsumi Brazoria Meadows Revocable Trust
323. MIYAGI, Hideaki Brazoria Meadows Revocable Trust
324. MOHAMAD KHAIRI, LILY ROZITA BINTI Brazoria Meadows Revocable Trust
325. MOTEGI, Takahiro Brazoria Meadows Revocable Trust
326. MOU, Yik Ki Brazoria Meadows Revocable Trust
327. MUNISAMY, SIVAKUMAR Brazoria Meadows Revocable Trust
328. MURAHASHI, Hideki Brazoria Meadows Revocable Trust
329. MURUGIAH, MAHADAVEN Brazoria Meadows Revocable Trust
330. NAIDU, KANCHANA Brazoria Meadows Revocable Trust
331. NAKAMURA, Eiko Brazoria Meadows Revocable Trust
332. NG, CHEE LEONG Brazoria Meadows Revocable Trust

333. NG, ENG CHUAN Brazoria Meadows Revocable Trust
334. NG, Fung Kuen Sylvia Brazoria Meadows Revocable Trust
335. NG, Hung Hung Brazoria Meadows Revocable Trust
336. NG, Poon On Brazoria Meadows Revocable Trust
337. NG, Yin Ni Brazoria Meadows Revocable Trust
338. NINOMIYA, Takafumi Brazoria Meadows Revocable Trust
339. NIP, Ka In Thomas Brazoria Meadows Revocable Trust
340. NISHIMOTO, Keigo Brazoria Meadows Revocable Trust
341. NISHIMURA, Naoki Brazoria Meadows Revocable Trust
342. NOSAKI, Chihiro Brazoria Meadows Revocable Trust
343. O K MOHAMED HANIFFA, REHANA BEGUM BINTI Brazoria Meadows Revocable Trust
344. OGUMA, ANGELINA MARIA Brazoria Meadows Revocable Trust
345. OISHI, Masakazu Brazoria Meadows Revocable Trust
346. ONG, CHUI YEN Brazoria Meadows Revocable Trust
347. ONG, DEREK BOON HENG Brazoria Meadows Revocable Trust
348. ONG, Kok Tong Brazoria Meadows Revocable Trust
349. ONG, KWANG HUANG Brazoria Meadows Revocable Trust
350. ONG, SHEE HUI Brazoria Meadows Revocable Trust
351. ONG, TSIAN TENG Brazoria Meadows Revocable Trust
352. ONUMA, Makoto Brazoria Meadows Revocable Trust
353. OU, Haoquan Brazoria Meadows Revocable Trust
354. PAL, GAUTAM Brazoria Meadows Revocable Trust
355. PAN, CHUNHUA Brazoria Meadows Revocable Trust
356. PANG, JOELLE SI NING Brazoria Meadows Revocable Trust
357. PHUAH, SOCK PIN Brazoria Meadows Revocable Trust
358. POH, JASMINE Brazoria Meadows Revocable Trust
359. POON, KUM SOON Brazoria Meadows Revocable Trust
360. POON, YUET FOONG Brazoria Meadows Revocable Trust
361. POPP, Roland Wolfgang Brazoria Meadows Revocable Trust
362. PRITAM SINGH, BALBIR SINGH Brazoria Meadows Revocable Trust
363. PUN, Ngai Kwan Brazoria Meadows Revocable Trust
364. PUNG, CHOONG THENG Brazoria Meadows Revocable Trust
365. QUEK, NANCY SOK CHER Brazoria Meadows Revocable Trust
366. RAMLI, RUDY Brazoria Meadows Revocable Trust
367. RAMSAY, JOHN DOUGLAS Brazoria Meadows Revocable Trust
368. RAVIN, NARWANI RICKY Brazoria Meadows Revocable Trust
369. ROBERTSSON, John Stefan Brazoria Meadows Revocable Trust
370. RUFINAWATI, EKA Brazoria Meadows Revocable Trust
371. SAKURAI, Yosuke Brazoria Meadows Revocable Trust
372. SASAKI, MIZUE Brazoria Meadows Revocable Trust
373. SATO, Hisashi Brazoria Meadows Revocable Trust
374. SAWITRI, TJOKORDE ISTRI LAKSHMI Brazoria Meadows Revocable Trust

375. SEAH, AILYNN SIEW LIAN Brazoria Meadows Revocable Trust
376. SEAH, Sheng Yong Brazoria Meadows Revocable Trust
377. SEAH, SHU YI Brazoria Meadows Revocable Trust
378. SEE, MEE HOO Brazoria Meadows Revocable Trust
379. SENTOSA RISTOW, CHRISTINE Brazoria Meadows Revocable Trust
380. SEOW, CATHERINE KHOW HO Brazoria Meadows Revocable Trust
381. SEOW, SENG WEI Brazoria Meadows Revocable Trust
382. SHAFIEI, ROZINA BINTI Brazoria Meadows Revocable Trust
383. SHEK, Ping Sum Brazoria Meadows Revocable Trust
384. SHEN, Xiaoying Brazoria Meadows Revocable Trust
385. SHI, Bo Brazoria Meadows Revocable Trust
386. SHIMIZU, Atsushi Brazoria Meadows Revocable Trust
387. SHIOHIRA, Yoshiki Brazoria Meadows Revocable Trust
388. SIAUW, DAVID GUNAWAN Brazoria Meadows Revocable Trust
389. SIEW, CHIN HOONG Brazoria Meadows Revocable Trust
390. SIM, HUI MEAN Brazoria Meadows Revocable Trust
391. SIM, SEE KEAT Brazoria Meadows Revocable Trust
392. SIM, TECK SIANG Brazoria Meadows Revocable Trust
393. SIOW, DANIEL CHONG WEE Brazoria Meadows Revocable Trust
394. SIT, Wai Lan Brazoria Meadows Revocable Trust
395. SOH, CHEE HWEE Brazoria Meadows Revocable Trust
396. SOMASUNDARAM, UMA MEYYAMMAI Brazoria Meadows Revocable Trust
397. SONG, Huali Brazoria Meadows Revocable Trust
398. SOO, CHAI CHUIN Brazoria Meadows Revocable Trust
399. SOO, CHUAN CHIN Brazoria Meadows Revocable Trust
400. SPENCE, James Matthew Brazoria Meadows Revocable Trust
401. SUEN, Wing Sze Brazoria Meadows Revocable Trust
402. SUGANUMA, Masumi Brazoria Meadows Revocable Trust
403. SUTJIAWAN, JOHNY Brazoria Meadows Revocable Trust
404. SUZUKI, Megumi Brazoria Meadows Revocable Trust
405. TAHARA, Akemi Brazoria Meadows Revocable Trust
406. TAHIRALI, Doug Brazoria Meadows Revocable Trust
407. TAJIKA, Masayuki Brazoria Meadows Revocable Trust
408. TAKAGAWA, Kazumi Brazoria Meadows Revocable Trust
409. TAKAI, Yoshihito Brazoria Meadows Revocable Trust
410. TAKEI, Yukako Brazoria Meadows Revocable Trust
411. TAKEMOTO, Aira Brazoria Meadows Revocable Trust
412. TAKENOUCHI, Yukiko Brazoria Meadows Revocable Trust
413. TAM, Lok Tin Brazoria Meadows Revocable Trust
414. TAM, Mei Ling Melanie Brazoria Meadows Revocable Trust
415. TAN, Ai Li Brazoria Meadows Revocable Trust
416. TAN, AIK BING Brazoria Meadows Revocable Trust

417. TAN, ALEX KENG HEE Brazoria Meadows Revocable Trust
418. TAN, BENJAMIN SENG BOON Brazoria Meadows Revocable Trust
419. TAN, BOON GUAT Brazoria Meadows Revocable Trust
420. TAN, BOON HIANG Brazoria Meadows Revocable Trust
421. TAN, Che Keung Brazoria Meadows Revocable Trust
422. TAN, DENNIS MIANG KUAN Brazoria Meadows Revocable Trust
423. TAN, DWIGHT BOON CHYE Brazoria Meadows Revocable Trust
424. TAN, FANG YING Brazoria Meadows Revocable Trust
425. TAN, GEK SUAN Brazoria Meadows Revocable Trust
426. TAN, George Kok Thye Brazoria Meadows Revocable Trust
427. TAN, HUI LIN Brazoria Meadows Revocable Trust
428. TAN, KWEK CHENG Brazoria Meadows Revocable Trust
429. TAN, LIN LIN AYE CHAW SU WIN Brazoria Meadows Revocable Trust
430. TAN, MARK MING LOONG Brazoria Meadows Revocable Trust
431. TAN, MICHELLE YONG LING Brazoria Meadows Revocable Trust
432. TAN, Ngee Wei Brazoria Meadows Revocable Trust
433. TAN, POH HUA Brazoria Meadows Revocable Trust
434. TAN, WEI LU Brazoria Meadows Revocable Trust
435. TAN, WENDY KUAN KUAN Brazoria Meadows Revocable Trust
436. TAN, YIH FOONG Brazoria Meadows Revocable Trust
437. TANAKA, Shukaku Brazoria Meadows Revocable Trust
438. TANAKA, Takayuki Brazoria Meadows Revocable Trust
439. TANG, JENNY POH LIN Brazoria Meadows Revocable Trust
440. TANNO, Shusei Brazoria Meadows Revocable Trust
441. TAY, BOON HUI Brazoria Meadows Revocable Trust
442. TAY, THIAM SONG Brazoria Meadows Revocable Trust
443. TAYLOR, Stephen Brazoria Meadows Revocable Trust
444. TEE, SAN PENG Brazoria Meadows Revocable Trust
445. TEE, WAI WAI Brazoria Meadows Revocable Trust
446. TENG, ALAN SENG KEE Brazoria Meadows Revocable Trust
447. TENG, Fok Chi Brazoria Meadows Revocable Trust
448. TENG, Fok Chi Brazoria Meadows Revocable Trust
449. TEO, ANDREW GINNRONG Brazoria Meadows Revocable Trust
450. TEO, AUDREY MEI LING Brazoria Meadows Revocable Trust
451. TEO, MEI LING Brazoria Meadows Revocable Trust
452. TEO, YAT HUI Brazoria Meadows Revocable Trust
453. THAM, Ming Chu Brazoria Meadows Revocable Trust
454. THIA, LILIAN LEE LIAN Brazoria Meadows Revocable Trust
455. THIO, LAY CHOO Brazoria Meadows Revocable Trust
456. TIAN, Wei Brazoria Meadows Revocable Trust
457. TIO, ATMA WIJAYA Brazoria Meadows Revocable Trust
458. TIONG, KWONG NGON Brazoria Meadows Revocable Trust

459. TO, Shu Kun Brazoria Meadows Revocable Trust
460. TOH, LAY HONG Brazoria Meadows Revocable Trust
461. TOKISATO, Makoto Brazoria Meadows Revocable Trust
462. TOM, Gary Brazoria Meadows Revocable Trust
463. TOMITA, Yoichi Brazoria Meadows Revocable Trust
464. TRAVERS JR, ROBERT GUSTAVE Brazoria Meadows Revocable Trust
465. TSANG, Ka Ki Brazoria Meadows Revocable Trust
466. TSANG, Lai Lin Brazoria Meadows Revocable Trust
467. TSE, Chi Kin George Brazoria Meadows Revocable Trust
468. TSE, Matilda Bik Kwan Brazoria Meadows Revocable Trust
469. TSUI, Cheong Andy Brazoria Meadows Revocable Trust
470. TSUI, Lai Yan Brazoria Meadows Revocable Trust
471. TSUNODA, Takayuki Brazoria Meadows Revocable Trust
472. TSUTSUI, Sadataka Brazoria Meadows Revocable Trust
473. TSUTSUMI, Shunsuke Brazoria Meadows Revocable Trust
474. UEHARA, Tatsuaki Brazoria Meadows Revocable Trust
475. UYS, John Clayton Brazoria Meadows Revocable Trust
476. VAN DER BEEK, MAYLYNN ANNE Brazoria Meadows Revocable Trust
477. VAN DER BEEK, SUELYNN RUTH Brazoria Meadows Revocable Trust
478. VOIT, WOLFGANG ROMAN Brazoria Meadows Revocable Trust
479. WAN, Lai Hing Brazoria Meadows Revocable Trust
480. WAN, Wing Man Brazoria Meadows Revocable Trust
481. WAN, Wing Yee Brazoria Meadows Revocable Trust
482. WANG, GUANYU Brazoria Meadows Revocable Trust
483. WANG, Nan Brazoria Meadows Revocable Trust
484. WANG, Qingyun Brazoria Meadows Revocable Trust
485. WANG, Rong Brazoria Meadows Revocable Trust
486. WANG, Zhan Peng Brazoria Meadows Revocable Trust
487. WEE, LIANG YORK Brazoria Meadows Revocable Trust
488. WEI, Ruiya Brazoria Meadows Revocable Trust
489. WILKINSON, NEIL KEVIN Brazoria Meadows Revocable Trust
490. WONG, ANN CHEE Brazoria Meadows Revocable Trust
491. WONG, Cara Kit Ching Brazoria Meadows Revocable Trust
492. WONG, CHOW YUAN Brazoria Meadows Revocable Trust
493. WONG, Fai Wong Brazoria Meadows Revocable Trust
494. WONG, Ho Yee Holly Brazoria Meadows Revocable Trust
495. WONG, HWEI JIUEN Brazoria Meadows Revocable Trust
496. WONG, Kam Wan Brazoria Meadows Revocable Trust
497. WONG, Kar Lok Gabriel Brazoria Meadows Revocable Trust
498. WONG, King Chi Brazoria Meadows Revocable Trust
499. WONG, LILLIAN SIEW WAH Brazoria Meadows Revocable Trust
500. WONG, MAH SIN Brazoria Meadows Revocable Trust

501. WONG, Puek Huar Brazoria Meadows Revocable Trust
502. WONG, YEW CHEONG Brazoria Meadows Revocable Trust
503. WONG, Yin Kwan Karen Brazoria Meadows Revocable Trust
504. WONG, Yiu Chung Brazoria Meadows Revocable Trust
505. WONG, Yuen Hing Danny Brazoria Meadows Revocable Trust
506. WOO, HON HONG Brazoria Meadows Revocable Trust
507. WU, Kam Po Brazoria Meadows Revocable Trust
508. WURYANTOBROTO, SULISTYO Brazoria Meadows Revocable Trust
509. XIANG, Tiancheng Brazoria Meadows Revocable Trust
510. XIAO, Zhijun Brazoria Meadows Revocable Trust
511. XIE, Qianhong Brazoria Meadows Revocable Trust
512. XING, WAN MING Brazoria Meadows Revocable Trust
513. XIONG, Yun Brazoria Meadows Revocable Trust
514. XU, XIAOXIA Brazoria Meadows Revocable Trust
515. YAMAMOTO, Takaomi Brazoria Meadows Revocable Trust
516. YAN, Sze Hon Aaron Brazoria Meadows Revocable Trust
517. YANAGIDA, Tomoko Brazoria Meadows Revocable Trust
518. YANG, Chien-Min Brazoria Meadows Revocable Trust
519. YANG, DIANA XIN RONG Brazoria Meadows Revocable Trust
520. YAO, Honglei Brazoria Meadows Revocable Trust
521. YAP, LAY HOON Brazoria Meadows Revocable Trust
522. YAP, PAK LIN Brazoria Meadows Revocable Trust
523. YAP, PAUL Brazoria Meadows Revocable Trust
524. YAP, Te Chieh Brazoria Meadows Revocable Trust
525. YAU, K Joe Brazoria Meadows Revocable Trust
526. YAU, Yung Kwan Brazoria Meadows Revocable Trust
527. YE, Liyi Brazoria Meadows Revocable Trust
528. YEAP, GIM SAN Brazoria Meadows Revocable Trust
529. YEE, LI SUN Brazoria Meadows Revocable Trust
530. YEE, SHEUE YUN Brazoria Meadows Revocable Trust
531. YEN, Chi Ho Brazoria Meadows Revocable Trust
532. YEN, KA SENG Brazoria Meadows Revocable Trust
533. YEO, KHEE LIAN Brazoria Meadows Revocable Trust
534. YEO, YEN LI Brazoria Meadows Revocable Trust
535. YEO, YEN NEE Brazoria Meadows Revocable Trust
536. YEO, ZHI XIANG Brazoria Meadows Revocable Trust
537. YEUNG, Ching Yu Bonnie Brazoria Meadows Revocable Trust
538. YEUNG, Yuen Ling Brazoria Meadows Revocable Trust
539. YIP, Yin Wah Brazoria Meadows Revocable Trust
540. YIP, Yin Wah Brazoria Meadows Revocable Trust
541. YONG, Lai Wai Lillian Brazoria Meadows Revocable Trust
542. YONG, YUEN CHENG Brazoria Meadows Revocable Trust

543. YOSHIKAWA, Sachiko Brazoria Meadows Revocable Trust
544. YOSHIZAWA, Yuichi Brazoria Meadows Revocable Trust
545. YUE, YOKE HAR Brazoria Meadows Revocable Trust
546. YUEN, Ying Choi Brazoria Meadows Revocable Trust
547. ZHANG, Haiyan Brazoria Meadows Revocable Trust
548. ZHANG, Weidong Brazoria Meadows Revocable Trust
549. ZHANG, Yuanyuan Brazoria Meadows Revocable Trust
550. ZHAO, CHENGHUA Brazoria Meadows Revocable Trust
551. ZHAO, Jie Brazoria Meadows Revocable Trust
552. ZHAO, Rui Brazoria Meadows Revocable Trust
553. ZHUANG, ZHIMEI Brazoria Meadows Revocable Trust

EXHIBIT A

LEGAL DESCRIPTION OF LAND

BEING a 216.4 acre tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being as portion of a called 531.50 acre tract of land described as Parcel 2 in an instrument to Walton Texas, LP recorded under Instrument Number 2017010196 of the Official Public Records of Brazoria County (O.P.R.B.C.), said 536.3 acre tract of land described by metes and bounds as follows:

BEGINNING at a MAG Nail found on the centerline of F.M. 1462 (120-foot width) recorded under Volume 303, Page 215 of the Brazoria County Deed Records (B.C.D.R.), being the Northwest line of said Francis Moore Survey, same being the Southeast line of the John M. Allen Survey, Abstract No. 1, same also being the most Northerly corner of a called 5.41 acre tract of land described in an instrument to Richard Lee Garland, et ux recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2014013348 and being a Westerly corner of said 536.3 acre tract and the herein described tract;

THENCE, N 59°45'42" E, a distance of 80.00 feet along and with the centerline of said F.M. 1462, being the common line of said Francis Moore Survey and said John M. Allen Survey, same being a Northwesterly line of said 531.50 acre tract, to a MAG Nail set for a Northerly corner of the herein described tract;

THENCE, S 30°14'18" E, over and across said 531.50 acre tract at a distance of 493.68 feet pass a 1/2- inch iron rod found for the most Westerly corner of a called 4.80 acre tract of land described in an instrument to Century Concrete Partners, Inc. recorded under B.C.C.F. No. 2014015716 and continuing along the Southwesterly line of said 4.80 acre tract for a total distance of 1,097.98 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the most Southerly corner of said 4.80 acre tract and being an interior corner of the herein described tract;

THENCE, N 59°45'42" E, a distance of 346.00 feet along and with the Southeasterly line of said 4.80 acre tract to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the most Easterly corner of said 4.80 acre tract and being a Northerly corner of the herein described tract;

THENCE, over and across said 531.50 acre tract, the following courses and distances:

S 36°43'35" E, a distance of 299.77 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

N 53°16'25" E, a distance of 525.34 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract and being the beginning of a non-tangent curve to the right, from which its center bears N 66°18'41" E, 1,560.00 feet;

In a Northwesterly direction, along and with said curve to the right, an arc distance of 372.59 feet, having a radius of 1,560.00 feet, a central angle of 13°41'04" and chord which bears
N 16°50'47" W, 371.70 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

N 10°00'15" W, a distance of 246.98 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the left;

In a Northwesterly direction, along and with said curve to the left, an arc distance of 507.32 feet, having a radius of 1,440.00 feet, a central angle of 20°11'08" and chord which bears N 20°05'49" W, 504.70 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;
N 30°11'23" W, a distance of 55.58 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

N 66°29'07" W, a distance of 236.51 feet to a MAG Nail set on the centerline of said F.M. 1462, being the common line of said Francis Moore Survey and said John M. Allen Survey, same being a Northwesterly line of said 531.50 acre tract and being the most Northerly Northwest corner of the herein described tract;

THENCE, N 59°45'42" E, a distance of 400.00 feet along and with the centerline of said F.M. 1462, being the common line of said Francis Moore Survey and said John M. Allen Survey, same being a Northwesterly line of said 531.50 acre tract, to a MAG Nail set for the most Northerly corner of the herein described tract;

THENCE, over and across said 531.50 acre tract, the following courses and distances:

S 06°03'26" W, a distance of 186.04 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

S 30°11'23" E, a distance of 96.50 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set
for the beginning of a tangent curve to the right;

In a Southeasterly direction, along and with said curve to the right, an arc distance of 560.16 feet, having a radius of 1,590.00 feet, a central angle of 20°11'08" and chord which bears
S 20°05'49" E, 557.27 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

S 10°00'15" E, a distance of 246.98 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the left;

In a Southeasterly direction, along and with said curve to the left, an arc distance of

1,356.34 feet, having a radius of 1,410.00 feet, a central angle of 55°06'54" and chord which bears
S 37°33'42" E, 1,304.64 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

S 65°07'09" E, a distance of 295.45 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;

In a Southeasterly direction, along and with said curve to the right, an arc distance of 1,665.51
feet, having a radius of 2,090.00 feet, a central angle of 45°39'31" and chord which bears
S 42°17'24" E, 1,621.79 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

S 19°27'38" E, a distance of 26.89 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set
for the most Easterly corner of the herein described tract;

S 70°32'22" W, a distance of 209.49 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the left;

In a Southwesterly direction, along and with said curve to the left, an arc distance of 84.24 feet, having a radius of 185.00 feet, a central angle of 26°05'25" and chord which bears
S 57°29'39" W, 83.52 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency;

S 44°26'57" W, a distance of 191.14 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the right;

In a Southwesterly direction, along and with said curve to the right, an arc distance of 663.97 feet, having a radius of 735.00 feet, a central angle of 51°45'31" and chord which bears
S 70°19'42" W, 641.62 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

S 67°27'33" W, a distance of 703.16 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeasterly corner of Lot 39, Block 2 of SAVANNAH PLANTATION SECTION
THREE a subdivision per plat recorded under Volume 21, Page 1-2 of the Brazoria County Plat Records (B.C.P.R.), being the most Easterly corner of the Lake Reserve of said SAVANNAH
PLANTATION SECTION THREE, same being a Southwesterly line of said 531.50 acre tract
and being a Southerly corner of the herein described tract;

THENCE, N 22°32'27" W, along and with the Northeasterly line of said Lake Reserve and a
Southwesterly line of said 531.50 acre tract, at a distance of 200.00 feet pass the most Northerly corner of said Lake Reserve and an interior corner of said 531.50 acre tract, from which a found bent 3/4-inch iron pipe with cap stamped "S. ADAMS RPLS 3666", bears S 40°12' W, 0.55 feet and over and across said
531.50 acre tract for a total distance of 1,074.25 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, S 67°29'50" W, over and across said 531.50 acre tract at a distance of 347.83 feet pass a 1/2-inch iron pipe with cap stamped "BGE INC" found for the most Northerly corner of Lot 22, Block 2 of RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR a subdivision per plat recorded under Document Number 2011036858 of the B.C.P.R. and continuing along the Northwesterly lines of Lots 1-22, Block 2 of said RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR for a total distance of 3,567.72 feet to a disturbed 1/2-inch iron rod found for the Northwest corner of said Lot 1, being on the Northeast right-of-way line of Savannah Plantation Drive (150 foot width)(private) as shown on said SAVANNAH PLANTATION SECTION THREE, same being the most Westerly Southwest corner of said 531.50 acre tract and the herein described tract;

THENCE, N 30°14'18" W, a distance of 1,183.56 feet along and with a Northeasterly right-of-way line of said Savannah Plantation Drive and a Southwesterly line of said 531.50 acre tract, to a 3/4-inch iron rod with cap stamped "BGE INC" set for the most Westerly corner of the herein described tract;

THENCE, over and across said 531.50 acre tract, the following courses and distances:

N 59°45'42" E, a distance of 50.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for a Northerly corner of the herein described tract;

S 30°14'18" E, a distance of 486.23 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

N 57°14'15" E, a distance of 1,200.73 feet to a 3/4-inch iron rod with cap stamped "BGE INC"
set for an angle point;

N 57°14'07" E, a distance of 265.70 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

N 30°14'18" W, at a distance of 411.63 feet pass a 1/2-inch iron rod found for the most Easterly corner of a called 12.16 acre tract of land described in an instrument to Samuel Izaguirre, et ux

recorded under B.C.C.F. Nos. 99-041757 and 2006068722 and being an interior corner of said
531.50 acre tract and continuing along and with the Northeasterly line of said 12.16 acre tract to a 1/2-inch iron rod found for the most Southerly corner of a called 5.41 acre tract of land described in an instrument to Travis and Jimmie Jefferson recorded under B.C.C.F. Nos. 2004049749 and 2004060941, being a Northwesterly corner of said 531.50 acre tract and the herein described
tract;

THENCE, N 59°45'42" E, a distance of 1,800.00 feet along and with the Northwesterly line of said 531.50 acre tract and the Southeast lines of said 5.41 acre tract recorded under B.C.C.F. Nos. 2004049749 and 2004060941, a called 5.410 acre tract of land described in an instrument to Jeannie Kay Labauve, et vir recorded under B.C.C.F. No. 2016036350, two called 5.41 acre tracts of land described in an instrument to David Michael Thurman, Jr., et ux recorded under B.C.C.F No. 2014042792, a called 5.41 acre tract of land described in an instrument to Richard Garland, et ux recorded under B.C.C.F. No. 2011045197 and a said 5.41 acre tract recorded under B.C.C.F. No. 2014013348 to a 1/2-inch iron rod with cap stamped "S. ADAMS RPLS 3666" found for the most Easterly corner of said 5.41 acre tract recorded under B.C.C.F. No. 2014013348, same being an interior corner of said 531.50 acre tract and the herein described tract;

THENCE, N 30°14'18" W, along and with the Northeast line of said 5.41 acre tract recorded under
B.C.C.F. No. 2014013348 and a Westerly line of said 531.50 acre tract, at a distance of 726.00 feet pass the Southeast right-of-way line of said F.M. 1462 from which a 1/2-inch iron rod found bears S 89°24'W, 0.40 feet, and continuing for a total distance of 786.00 feet to the POINT OF BEGINNING and containing 216.4 acres of land (of which 0.6005 acres falls within the existing right-of-way of F.M. 1462) SAVE & EXCEPT a 10.07 acre tract being more particularly described by metes and bounds as follows:

SAVE & EXCEPT 10.07 ACRES

Being a 10.07 acre tract of land located in the Francis Moore Survey, Abstract No. 100, Brazoria County, Texas and being all of a called 10.07 acre tract of land described in an instrument to Scarborough Brazoria LLC recorded under Instrument Number 2024052585 of the O.P.R.B.C., said 10.07 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the common Northeast corner of said Lot 22 and said RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR, same being an interior corner of said 531.50 acre tract;

THENCE, N 68°47'37" E, a distance of 663.01 feet over and across said 531.50 acre tract to a 1/2-inch iron pipe with cap stamped "BGE INC" set for the POINT OF

BEGINNING and the Northwest corner of said 10.07 acre tract and the herein described tract;

THENCE, along and with the perimeter of said 10.07 acre tract, the following courses and distances:

N 67°29'50" E, a distance of 585.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common Northeast corner of said 10.07 acre tract and the herein described tract;

S 22°32'27" E, a distance of 750.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common Southeast corner of said 10.07 acre tract and the herein described tract;

S 67°29'50" W, a distance of 585.00 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the common Southwest corner of said 10.07 acre tract and the herein described tract;

N 22°32'27" W, a distance of 750.00 feet to the POINT OF BEGINNING and containing 10.07 acres of land.

The two tracts described above results in a net area of 206.3 acres of land (of which 0.6005 acres falls within the existing right-of-way of F.M. 1462).

EXHIBIT B

PERMITTED EXCEPTIONS

1. Restrictive covenants recorded in Document No. 2017010196, Official Public Records of Brazoria County, Texas.

2. 60' Roadway Easement granted to Brazoria County, dated March 24, 1938, recorded in Volume 303, Page 215, of the Deed Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

3. Pipeline Easement granted to Texas Pipe Line Company, dated September 23, 1939, recorded in Volume 326, Page 304, of the Deed Records of Brazoria County, Texas and as affected by Consent of Encroachment, recorded in Document No. 00 003452, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

4. Pipeline Easement granted to Texas Pipe Line Company, dated September 7, 1939, recorded in Volume 326, Page 305, of the Deed Records of Brazoria County, Texas and as affected by Consent of Encroachment, recorded in Document No. 00 003452, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

5. 30' Pipeline Easement granted to Coastal Transmission Corporation, dated January 26, 1959, recorded in Volume 733, Page 575, of the Deed Records of Brazoria County, Texas and corrected in Volume 806, Page 132, of the Deed Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

6. 10' Electrical Easement granted to Reliant Energy HL&P, a division of Reliant Energy, Incorporated a/k/a Houston Industries Incorporated, dated April 8, 1999, recorded in Document No. 99 020847, of the Official Public Records of Brazoria County, Texas.

7. Utility Easement 10' in width granted to the Public, dated May 20, 1999, recorded in Document No. 99 023294, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

8. Drainage Easements 110', 55' and 75' in width granted to the Public, dated May 20, 1999, recorded in Document No. 99 023295, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

9. Waterline Easement 10' in width granted to the Public, dated May 20, 1999, recorded in Document No. 99 023296, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

10. Utility Easement 10' in width granted to Savannah Plantation Property Owners Association and Suntex Fuller Corporation, dated September 1, 1999, recorded in Document No. 99 040772, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

11. Drainage Easements 60' and 130' in width granted to Savannah Plantation Property Owners Association, dated September 1, 1999, recorded in Document No. 99 040773, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

12. Forced Main Easement 10' in width granted to Savannah Plantation Property Owners Association and Suntex Fuller Corporation, dated February 24, 2000, recorded in Document No. 00 011026, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

13. Utility Easement 10' in width granted to Savannah Plantation Property Owners Association and Suntex Fuller Corporation, dated February 24, 2000, recorded in Document No. 00 011027, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

14. Drainage Easement 60' in width granted to Savannah Plantation Property Owners Association, dated February 24, 2000, recorded in Document No. 00 011028, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

15. Access Easement 80' in width reserved by Flint Mortgage Group, LP, dated June 26, 2003, recorded in Document No. 03 040034, of the Official Public Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

16. Affidavit to the public regarding a non-standard and/or proprietary on-site sewage facility installed on subject property, as recorded in Document No. 2004025260, of the Official Public Records of Brazoria County, Texas.

17. Access Easement 80' in width granted to Savannah Plantation Community Association, Inc., dated April 24, 2006, recorded in Document No. 2006025271, of the Official Public

Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

18. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by J.F. Means, to C.R. Wharton, under deed dated February 14, 1930, and recorded in Volume 220, Page 99, of the Deed Records of Brazoria, County, Texas.

19. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Kathrine H. Moers in deed to W.L. Russell, dated October 23, 1935, and recorded in Volume 272, Page 250, of the Deed Records of Brazoria County, Texas.

20. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Humble Oil & Refining Company in deed to John Travis Garrett, dated July 21, 1936, and recorded in Volume 282, Page 4, of the Deed Records of Brazoria County, Texas.

21. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed unto Stella Russell and husband, W.L. Russell in deed to Stella W. Russell, dated August 4, 1937, and recorded in Volume 292, Page 491, of the Deed Records of Brazoria County, Texas.

22. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by G.W.J. Jones, to Frank K. Campbell, under deed dated July 4, 1940, and recorded in Volume 335, Page 48, of the Deed Records of Brazoria, County, Texas.

23. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto John T. Garrett and wife, Mary Blackshear Garrett in deed to W.L. Russell, dated May 7, 1941, and recorded in Volume 359, Page 82, of the Deed Records of Brazoria County, Texas.

24. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Stella W. Russell and husband, W.L. Russell in deed to Julia Timmins, dated May 10, 1945, and recorded in Volume 397, Page 250, of the Deed Records of Brazoria County, Texas.

25. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Duward Harper in deed to Willard L. Russell, dated October 27, 1952, and recorded in Volume 554, Page 332, of the Deed Records of Brazoria County, Texas.

26. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Suntex Fuller Corporation in deed to Lourel Jones, Jr. and wife, Melody J. Jones, dated January 13, 1999, and recorded in Document No. 99 007507, of the Official Public Records of Brazoria County, Texas.

27. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Gary L. Beaver and wife, Margaret M. Downing in deed to JM Texas Land Fund No. 4, L.P., dated November 15, 2006, and recorded in Document No. 2006067947, of the Official Public Records of Brazoria County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument. NOTE FOR INFORMATIONAL PURPOSES: Said document provides for, among other things, the following: "Grantor expressly waives the right to use of any of the surface herein conveyed and agrees that ingress and egress to or from the Property for purposes of exploration, drilling, development, or anything in connection with the production of oil, gas, or other minerals, is expressly prohibited." Reference is hereby made to said document for full particulars.

28. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Savannah Joint Venture in deed to Walton Texas, LP, dated February 28, 2017, and recorded in Document No. 2017010196, of the Official Public Records of Brazoria County, Texas. Said mineral interest not traced subsequent to the date of the above cited instrument. NOTE FOR INFORMATIONAL PURPOSES: Said document provides for, among other things, the following: "...Grantor waives and conveys to Grantee all surface rights (including all rights of surface entry) relating to the Property, including, without limitation, any and all surface rights relating to the portion of the mineral estate retained by Grantor." Reference is hereby made to said document for full particulars.

29. Any portion of the property lying within the boundary of any road or roadway, including but not limited to F.M. 1462, C.R. 511 and those county roads as reflected on Plat filed of record on April 7, 1898, under Volume 1, Page 15, of the Plat Records of Brazoria County, Texas, as shown on survey dated February 6, 2025, prepared by Chris Jordan, Registered Professional Land Surveyor No. 6750.

EXHIBIT C

CERTIFICATE OF APPROVAL

[SEE ATTACHED]

CERTIFICATE OF APPROVAL
(Brazoria Meadows)

This Certificate of Approval (this "**Certificate**") is executed by Walton Texas, LP, a Texas limited partnership in its capacity as agent (the "**Agent**") under the Declaration of Covenants, Conditions and Restrictions recorded on March 3, 2017, with the Brazoria County Clerk in Instrument No. 2017010409 and Supplement No. 1 to Declaration of Covenants, Conditions and Restrictions recorded on August 28, 2019 in Instrument No. 2019042258 (the "**Declaration**").

Pursuant to Article C.3 of the Declaration, Agent hereby states that the transaction contemplated under the Agreement for the Purchase and Sale of Real Property, dated November 20, 2023, between WALTON TEXAS, LP, a Texas limited partnership, ("**Walton Texas**"), acting in its own capacity as an owner and as manager, operator, or agent, as applicable, for and on behalf of various individual owners of undivided interests in the Property ("**UDI Owners**") (Walton Texas and each UDI Owner being a separate individual "**Seller**" and referred to collectively as "**Sellers**"); and Scarborough Houston, LLC, a Texas limited liability company (the "**Buyer**") (the "**Contract**") is an Accepted Purchase Offer (as defined in the Declaration).

EXECUTED to be effective as of February 21, 2024.

Agent:

Walton Texas, LP, a Texas limited partnership

By: Walton Texas GP, LLC, a Texas limited partnership
Its: General Partner

By: Walton International Group, Inc., a Nevada corporation
Its: Manager

By: Hector M
Name: Hector Meza
Title: Authorized Signatory

EXHIBIT D

NOTICE OF APPOINTMENT

[SEE ATTACHED]

BRAZORIA MEADOWS
REVOCABLE TRUST

NOTICE OF APPOINTMENT OF SPECIAL SIGNATORY CO-TRUSTEE

THIS APPOINTMENT OF SPECIAL SIGNATORY CO-TRUSTEE is made effective as of December 2, 2024, by **WALTON TEXAS, LP**, a Texas limited partnership ("**Walton**").

WITNESSETH:

WHEREAS, the owners listed in the attached Schedule 1 each established the **BRAZORIA MEADOWS REVOCABLE TRUSTS** (collectively the "**Trust**") by written trust agreements, (collectively the "**Trust Agreement**"),

WHEREAS, Article Five, Section A(3) of the Trust Agreement authorizes Walton to appoint a Special Signatory Co-Trustee of the Trust, and

WHEREAS, Walton desires to appoint a Special Signatory Co-Trustee of the Trust,

WHEREAS, Article C of the certain Declaration of Covenants, Conditions, and Restrictions, dated March 2, 2017, recorded in Document No. 2017010409, of the Official Public Records of Brazoria County, Texas, and Supplement No. 1 to Declaration of Covenants, Conditions and Restrictions, dated August 21, 2019 in Document No. 2019042258 of the Official Public Records of Brazoria County, Texas (collectively, as amended and supplemented, the "**Declaration**") sets forth what is required to obtain an Accepted Purchase Offer (as defined in the Declaration) in accordance with the Unit Owners' Approval Procedure (as defined in the Declaration),

WHEREAS, Walton and the Special Signatory Co-Trustee desires to confirm that the Unit Owners' Approval Procedure was completed in accordance with Article C of the Declaration.

NOW, THEREFORE, acting in accordance with the provisions of Article Five, Section A(3) of the Trust Agreement, Walton hereby appoints Clara Chong, an individual Non-U.S. Person, to serve as the Special Signatory Co-Trustee of the Trust, effective as of the date first written above.

NOW, THEREFORE, Walton and the Special Signatory Co-Trustee, hereby confirms that the Unit Owners' Approval Procedure as set forth in said Section C of the Declaration was followed in accordance with said Section C and resulted in an Accepted Purchase Offer by the Unit Owners.

WALTON TEXAS, LP,
a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: Hector Meza
Name: Hector Meza
Title: Authorized Signatory

I have the authority to bind the Corporation

Acknowledged by the Special Signatory Co-Trustee effective as of the date above

Clara Chong, as Special Signatory

Schedule 1

List of Trusts

1. ABDUL RAHEMAN, RAJALE BIN Brazoria Meadows Revocable Trust
2. AHMAD, ABDUL KHALID BIN Brazoria Meadows Revocable Trust
3. AHMAD, YACOB BIN Brazoria Meadows Revocable Trust
4. AKAO, Kentaro Brazoria Meadows Revocable Trust
5. ANG, ALBERT HONG WOO Brazoria Meadows Revocable Trust
6. ANG, EILEEN Brazoria Meadows Revocable Trust
7. ANG, WEE KIAN Brazoria Meadows Revocable Trust
8. ANG, WOO CHEE Brazoria Meadows Revocable Trust
9. ARAKI, Hiroko Brazoria Meadows Revocable Trust
10. ARVEY, Richard David Brazoria Meadows Revocable Trust
11. AU, Wah Tung Brazoria Meadows Revocable Trust
12. AU-YEUNG, Wun Man Brazoria Meadows Revocable Trust
13. AW, GARY Brazoria Meadows Revocable Trust
14. AZIZ MOHAMMED, MOHAMMED AZMAN BIN Brazoria Meadows Revocable Trust
15. BAO, Qinjun Brazoria Meadows Revocable Trust
16. BARDET, Vincent Brazoria Meadows Revocable Trust
17. BERMAN, JEREMY ABRAHAM Brazoria Meadows Revocable Trust
18. BHAGWANDAS, VASDEV Brazoria Meadows Revocable Trust
19. BRUMMER, Mathieu Brazoria Meadows Revocable Trust
20. BUN, PUI YOKE Brazoria Meadows Revocable Trust
21. BUTRIM, ALEXEY Brazoria Meadows Revocable Trust
22. CABRAL, RITIKA Brazoria Meadows Revocable Trust
23. CAI, Wei Dong Brazoria Meadows Revocable Trust
24. CATHALA, Laurent Jacques Jean Brazoria Meadows Revocable Trust
25. CAYFORD, BARRIE HAYDN Brazoria Meadows Revocable Trust
26. CHAI, Dong Brazoria Meadows Revocable Trust
27. CHAN CHENG, Yuk Hing Deborah Brazoria Meadows Revocable Trust
28. CHAN, CHERRY HIANG PUAY Brazoria Meadows Revocable Trust
29. CHAN, CHRISTINE SAU KUEN Brazoria Meadows Revocable Trust
30. CHAN, ENG WAH Brazoria Meadows Revocable Trust
31. CHAN, Hau Yi Brazoria Meadows Revocable Trust
32. CHAN, Oi Ming Brazoria Meadows Revocable Trust
33. CHAN, See Meng Brazoria Meadows Revocable Trust
34. CHAN, SHEUE LING Brazoria Meadows Revocable Trust
35. CHAN, Sui Chung Brazoria Meadows Revocable Trust
36. CHAN, Tin Yan Brazoria Meadows Revocable Trust
37. CHAN, Tsan Wa Brazoria Meadows Revocable Trust
38. CHAN, TUCK WAI Brazoria Meadows Revocable Trust

39. CHAN, WILSON WAI CHUNG Brazoria Meadows Revocable Trust
40. CHANG, CHUN YUAN Brazoria Meadows Revocable Trust
41. CHANG, JULIAN JO LIAN Brazoria Meadows Revocable Trust
42. CHANG, SEW KEE Brazoria Meadows Revocable Trust
43. CHAO, ZHANG QI Brazoria Meadows Revocable Trust
44. CHAU, Pui Fan Brazoria Meadows Revocable Trust
45. CHAY, Sipha Brazoria Meadows Revocable Trust
46. CHEE, JANET MEI LENG Brazoria Meadows Revocable Trust
47. CHEE, SHEH MAI Brazoria Meadows Revocable Trust
48. CHEE, YAN PONG Brazoria Meadows Revocable Trust
49. CHEN, CHERN YI Brazoria Meadows Revocable Trust
50. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
51. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
52. CHEN, HOOY LEE Brazoria Meadows Revocable Trust
53. CHEN, Huei-Fen Brazoria Meadows Revocable Trust
54. CHEN, Lung-Hsiung Brazoria Meadows Revocable Trust
55. CHEN, MEE CHING Brazoria Meadows Revocable Trust
56. CHEN, SEONG FOOK Brazoria Meadows Revocable Trust
57. CHEN, SHIANG Brazoria Meadows Revocable Trust
58. CHEN, TEAK HUAT Brazoria Meadows Revocable Trust
59. CHEN, TEIK FOOI Brazoria Meadows Revocable Trust
60. CHEN, WEE LING Brazoria Meadows Revocable Trust
61. CHENG, Chi Yan Brazoria Meadows Revocable Trust
62. CHENG, JING YI Brazoria Meadows Revocable Trust
63. CHENG, Pui Yan Brazoria Meadows Revocable Trust
64. CHENG, Sirea Wai Har Brazoria Meadows Revocable Trust
65. CHENG, SOH MEI Brazoria Meadows Revocable Trust
66. CHEONG, SIEW MAE Brazoria Meadows Revocable Trust
67. CHEONG, SIEW WAH Brazoria Meadows Revocable Trust
68. CHER, GABRIEL LIU YUAN Brazoria Meadows Revocable Trust
69. CHER, MATTHIAS TZE HANG Brazoria Meadows Revocable Trust
70. CHEUNG, Sau Wun Brazoria Meadows Revocable Trust
71. CHEW, SUHON Brazoria Meadows Revocable Trust
72. CHEW, SUYIN Brazoria Meadows Revocable Trust
73. CHIA, CHOY PING Brazoria Meadows Revocable Trust
74. CHIA, WEE KIAT Brazoria Meadows Revocable Trust
75. CHIBA, Mitsuhiro Brazoria Meadows Revocable Trust
76. CHIBANA, Rui Brazoria Meadows Revocable Trust
77. CHIN, KIM KEOW Brazoria Meadows Revocable Trust
78. CHIU, Tsz Him Danny Brazoria Meadows Revocable Trust
79. CHNG, KIM NEO Brazoria Meadows Revocable Trust
80. CHNG, SHAUN SHING JI Brazoria Meadows Revocable Trust

81. CHOI, Pak Hei Brazoria Meadows Revocable Trust
82. CHONG, CHEE KEONG Brazoria Meadows Revocable Trust
83. CHONG, CHEW LIEN Brazoria Meadows Revocable Trust
84. CHONG, LENG LENG Brazoria Meadows Revocable Trust
85. CHONG, Wai Fung Brazoria Meadows Revocable Trust
86. CHONG, WEI SHIUAN Brazoria Meadows Revocable Trust
87. CHONG, YEOU FOONG Brazoria Meadows Revocable Trust
88. CHOO, MUI LUAN Brazoria Meadows Revocable Trust
89. CHOTIKAJAN, UNYA Brazoria Meadows Revocable Trust
90. CHOU, Chia-Ching Brazoria Meadows Revocable Trust
91. CHOW, Chi Ming Charles Brazoria Meadows Revocable Trust
92. CHU, Hoi Lun Brazoria Meadows Revocable Trust
93. CHU, TIMOTHY WING HONG Brazoria Meadows Revocable Trust
94. CHUA, MARK CHENG KIAT Brazoria Meadows Revocable Trust
95. CHUA, WEI SUN Brazoria Meadows Revocable Trust
96. CHUNG, Kin Keung Kenneth Brazoria Meadows Revocable Trust
97. CHUNG, Ping Brazoria Meadows Revocable Trust
98. D'Almeida, Denise Laurine Brazoria Meadows Revocable Trust
99. DE SILVA, JEFFREY JOHN Brazoria Meadows Revocable Trust
100. DEVOUGE, GHISLAIN HENRI SEBASTIEN Brazoria Meadows Revocable Trust
101. DIBBLE, Anthony John Brazoria Meadows Revocable Trust
102. DY, Leung Brazoria Meadows Revocable Trust
103. EITLER, SHERRIE Brazoria Meadows Revocable Trust
104. ENG, MEOW LENG Brazoria Meadows Revocable Trust
105. FEILER, DANIEL HENRY Brazoria Meadows Revocable Trust
106. FENG, MINGYA Brazoria Meadows Revocable Trust
107. FOK, Shek Fun Brazoria Meadows Revocable Trust
108. FONG, CHEE TAT Brazoria Meadows Revocable Trust
109. FOO, CHOON YEOW Brazoria Meadows Revocable Trust
110. FU, Wai Yin Brazoria Meadows Revocable Trust
111. FUJITA, Yoshimi Brazoria Meadows Revocable Trust
112. FUKUI, Rie Brazoria Meadows Revocable Trust
113. GAN, ERN LER Brazoria Meadows Revocable Trust
114. GAN, GRACE ERN HUI Brazoria Meadows Revocable Trust
115. GAO, Xiqing Brazoria Meadows Revocable Trust
116. GARNER, Robert William Brazoria Meadows Revocable Trust
117. GEORGE, Richard John Weir Brazoria Meadows Revocable Trust
118. GERJAN SINGH, RAJVINDER SINGH Brazoria Meadows Revocable Trust
119. GINOZA, Ayako Brazoria Meadows Revocable Trust
120. GIUCCA, LUIGI Brazoria Meadows Revocable Trust
121. GOAY, CHIN LEE Brazoria Meadows Revocable Trust
122. GOH, CHEE WEE Brazoria Meadows Revocable Trust

123. GOH, JOON LOUNG Brazoria Meadows Revocable Trust
124. GOH, JULIAN PARK NAM Brazoria Meadows Revocable Trust
125. GOH, JULIE YONG CHING Brazoria Meadows Revocable Trust
126. GOH, SOPHIA LULIN Brazoria Meadows Revocable Trust
127. GOH, TZE WEI Brazoria Meadows Revocable Trust
128. GU, Zhenjing Brazoria Meadows Revocable Trust
129. HALIM, SIANNY Brazoria Meadows Revocable Trust
130. HAMAURA, Takeru Brazoria Meadows Revocable Trust
131. HARTANTO, KATHARINA Brazoria Meadows Revocable Trust
132. HASHIGUCHI, Kazuyuki Brazoria Meadows Revocable Trust
133. HASHIGUCHI, Michiko Brazoria Meadows Revocable Trust
134. HASHIGUCHI, Tomomitsu Brazoria Meadows Revocable Trust
135. HASHIGUCHI, Yurie Brazoria Meadows Revocable Trust
136. HASHIMOTO, AKIKO Brazoria Meadows Revocable Trust
137. HASHIMOTO, Sumie Brazoria Meadows Revocable Trust
138. HE, Lifen Brazoria Meadows Revocable Trust
139. HENG, HONG NGAN Brazoria Meadows Revocable Trust
140. HILLS, Abigail Camaya Brazoria Meadows Revocable Trust
141. HIRATA, Koichi Brazoria Meadows Revocable Trust
142. HO, CHIN WOH Brazoria Meadows Revocable Trust
143. HO, Chun Ho Brazoria Meadows Revocable Trust
144. HO, Janis Brazoria Meadows Revocable Trust
145. HO, KIN WING Brazoria Meadows Revocable Trust
146. HO, LENG LENG Brazoria Meadows Revocable Trust
147. HO, MEI YEE Brazoria Meadows Revocable Trust
148. HO, PEGGY YOKE KHUM Brazoria Meadows Revocable Trust
149. HO, Wai Pang Brazoria Meadows Revocable Trust
150. HO, WENDY GUAT SONG Brazoria Meadows Revocable Trust
151. HO, YIN KHAM Brazoria Meadows Revocable Trust
152. HO, Yuen Kwan Brazoria Meadows Revocable Trust
153. HOKAMA, Rikito Brazoria Meadows Revocable Trust
154. HOR, KOOI PENG Brazoria Meadows Revocable Trust
155. HOSOJIMA, CHIE Brazoria Meadows Revocable Trust
156. HOW, ELIZABETH AI LIN Brazoria Meadows Revocable Trust
157. HU, Jiaxi Brazoria Meadows Revocable Trust
158. HUANG, Chih-Kai Brazoria Meadows Revocable Trust
159. HUANG, Dani Brazoria Meadows Revocable Trust
160. HUANG, MING Brazoria Meadows Revocable Trust
161. HUN, YAN KEOW Brazoria Meadows Revocable Trust
162. HURLEY, Jay Clive Brazoria Meadows Revocable Trust
163. HWANG, CHI KERN Brazoria Meadows Revocable Trust
164. INADA, Noriyo Brazoria Meadows Revocable Trust

165. IP, Wai Ki Brazoria Meadows Revocable Trust
166. ISEKI, Tsuyoshi Brazoria Meadows Revocable Trust
167. ISHIDA, Toru Brazoria Meadows Revocable Trust
168. ISHIZUMI, Kozue Brazoria Meadows Revocable Trust
169. ISMAIL, SHIRIN BINTI Brazoria Meadows Revocable Trust
170. ITAKURA, Munehiko Brazoria Meadows Revocable Trust
171. JALALI, ADITI Brazoria Meadows Revocable Trust
172. JESSUP, STEEDON STIRLING SHEN Brazoria Meadows Revocable Trust
173. JIANG, Li Brazoria Meadows Revocable Trust
174. JIVARAJAN, PAVEENA Brazoria Meadows Revocable Trust
175. KAKIYAMA, Hirofumi Brazoria Meadows Revocable Trust
176. KAMMURI, Aki Brazoria Meadows Revocable Trust
177. KAN, Wai Hing Brazoria Meadows Revocable Trust
178. KANAGASABAPATHY, RAVINDRAN Brazoria Meadows Revocable Trust
179. KAWABUCHI, Tomie Brazoria Meadows Revocable Trust
180. KAWAKAMI, Ichizo Brazoria Meadows Revocable Trust
181. KAWANISHI, Rika Brazoria Meadows Revocable Trust
182. KAY, EVELYN AIH PING Brazoria Meadows Revocable Trust
183. KER, EE BENG Brazoria Meadows Revocable Trust
184. KHONG, YOKE PENG Brazoria Meadows Revocable Trust
185. KHOO, KENNETH CHENG BOON Brazoria Meadows Revocable Trust
186. KIKUCHI, Akinori Brazoria Meadows Revocable Trust
187. KIKUCHI, Hiroaki Brazoria Meadows Revocable Trust
188. KIM, Jise Brazoria Meadows Revocable Trust
189. KINOSHITA, Keiko Brazoria Meadows Revocable Trust
190. KITADA, KIMIE Brazoria Meadows Revocable Trust
191. KITADA, Yuiga Brazoria Meadows Revocable Trust
192. KITAGAWA, Takeshi Brazoria Meadows Revocable Trust
193. KOGA, Taketo Brazoria Meadows Revocable Trust
194. KOH, BENG HOE Brazoria Meadows Revocable Trust
195. KOH, PENG EYAM Brazoria Meadows Revocable Trust
196. KOH, RYAN TECK SOON Brazoria Meadows Revocable Trust
197. KOK, POH CHEE Brazoria Meadows Revocable Trust
198. KONG, ENG TECK Brazoria Meadows Revocable Trust
199. KONG, Pui Shan Brazoria Meadows Revocable Trust
200. KONG, YEE BOON Brazoria Meadows Revocable Trust
201. KOO, Fung Han Brazoria Meadows Revocable Trust
202. KOUL, SUSHEEL Brazoria Meadows Revocable Trust
203. KUAH, Jonathan Choon Hian Brazoria Meadows Revocable Trust
204. KUIK, THIAM HUAT Brazoria Meadows Revocable Trust
205. KWAN, Wang Ip Brazoria Meadows Revocable Trust
206. LAI, Ashley Long Ting Brazoria Meadows Revocable Trust

207. LAI, SIEW PENG Brazoria Meadows Revocable Trust
208. LAM, Beryl Brazoria Meadows Revocable Trust
209. LAM, DAVE CHEE CHOONG Brazoria Meadows Revocable Trust
210. LAM, Hiu Ching Brazoria Meadows Revocable Trust
211. LAM, Jennifer Hau Chun Brazoria Meadows Revocable Trust
212. LAM, LOUIS HUNG TAK Brazoria Meadows Revocable Trust
213. LAM, Siu Fung Brazoria Meadows Revocable Trust
214. LAM, WENDY SHAN SHAN Brazoria Meadows Revocable Trust
215. LAM, Wing Kwan Brazoria Meadows Revocable Trust
216. LAM, Wing Pan Brazoria Meadows Revocable Trust
217. LAM, Wing Yiu Brazoria Meadows Revocable Trust
218. LAM, Yik Wa Brazoria Meadows Revocable Trust
219. LAU, Eddie Sui Yin Brazoria Meadows Revocable Trust
220. LAU, FONG MING Brazoria Meadows Revocable Trust
221. LAU, FONG MING Brazoria Meadows Revocable Trust
222. LAU, Hoi Lam Brazoria Meadows Revocable Trust
223. LAU, Nga Lai Brazoria Meadows Revocable Trust
224. LAU, Wai Brazoria Meadows Revocable Trust
225. LAU, Wai Ki Brazoria Meadows Revocable Trust
226. LAW, Chi Ping Brazoria Meadows Revocable Trust
227. LAW, Kwok Kiu Louis Brazoria Meadows Revocable Trust
228. LAW, Tien Chye Brazoria Meadows Revocable Trust
229. LAW, Yuk Hing Brazoria Meadows Revocable Trust
230. LAWRENCE, Colin Barry Brazoria Meadows Revocable Trust
231. LEE, AH LAN Brazoria Meadows Revocable Trust
232. LEE, ANNE KIA LEE Brazoria Meadows Revocable Trust
233. LEE, BEE LIAN Brazoria Meadows Revocable Trust
234. LEE, BEE LIAN Brazoria Meadows Revocable Trust
235. LEE, CHEE KHWIN Brazoria Meadows Revocable Trust
236. LEE, HAYDEN BIN SOON Brazoria Meadows Revocable Trust
237. LEE, HOON HWEE Brazoria Meadows Revocable Trust
238. LEE, JOO HWA Brazoria Meadows Revocable Trust
239. LEE, Ki Brazoria Meadows Revocable Trust
240. LEE, Kit Sum Winifred Brazoria Meadows Revocable Trust
241. LEE, MAURICE TZE PENG Brazoria Meadows Revocable Trust
242. LEE, MENG GEK Brazoria Meadows Revocable Trust
243. LEE, PHILIP FOO KEONG Brazoria Meadows Revocable Trust
244. LEE, SEOW PING Brazoria Meadows Revocable Trust
245. LEE, SOON AI Brazoria Meadows Revocable Trust
246. LEE, Teck Kim Brazoria Meadows Revocable Trust
247. LEE, TUCK HENG Brazoria Meadows Revocable Trust
248. LEE, Wai Lai Sally Brazoria Meadows Revocable Trust

249. LEE, Yee Sing Brazoria Meadows Revocable Trust
250. LEE, You Xuan Brazoria Meadows Revocable Trust
251. LEONG, FRANCIS SUEN KHIONG Brazoria Meadows Revocable Trust
252. LEONG, SAY HAUR Brazoria Meadows Revocable Trust
253. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
254. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
255. LEUNG, Wai Han Brazoria Meadows Revocable Trust
256. LI, Chun Fai Brazoria Meadows Revocable Trust
257. LI, Hong Brazoria Meadows Revocable Trust
258. LI, Man Lung Brazoria Meadows Revocable Trust
259. LI, PINGSHENG Brazoria Meadows Revocable Trust
260. LI, Siqi Brazoria Meadows Revocable Trust
261. LI, Suet Fan Fanny Brazoria Meadows Revocable Trust
262. LI, Yanfang Brazoria Meadows Revocable Trust
263. LI, Yi Wan Brazoria Meadows Revocable Trust
264. LIEW, KAN MIN Brazoria Meadows Revocable Trust
265. LIM, AI TI Brazoria Meadows Revocable Trust
266. LIM, CELENE LAI KENG Brazoria Meadows Revocable Trust
267. LIM, CHENG LIAN Brazoria Meadows Revocable Trust
268. LIM, CHOW LENG Brazoria Meadows Revocable Trust
269. LIM, DENNIS ZHI HONG Brazoria Meadows Revocable Trust
270. LIM, EDMOND WEE Brazoria Meadows Revocable Trust
271. LIM, GINA Brazoria Meadows Revocable Trust
272. LIM, LEE KIANG Brazoria Meadows Revocable Trust
273. LIM, NANCY SIEW TIN Brazoria Meadows Revocable Trust
274. LIM, Poey Huang Brazoria Meadows Revocable Trust
275. LIM, POH LIN Brazoria Meadows Revocable Trust
276. LIM, SIEW KHENG Brazoria Meadows Revocable Trust
277. LIM, SOO CHEN Brazoria Meadows Revocable Trust
278. LIM, SOOK MEE Brazoria Meadows Revocable Trust
279. LIM, STEPHANIE CHUE CHING Brazoria Meadows Revocable Trust
280. LIM, SWEE HOCK Brazoria Meadows Revocable Trust
281. LIM, SZU LING Brazoria Meadows Revocable Trust
282. LIM, TECK KAI Brazoria Meadows Revocable Trust
283. LIM, TJANG IANG Brazoria Meadows Revocable Trust
284. LIM, YOKE KWAN Brazoria Meadows Revocable Trust
285. LIN, Hung-Lung Brazoria Meadows Revocable Trust
286. LIN, KHO KHENG Brazoria Meadows Revocable Trust
287. LIN, Qi Brazoria Meadows Revocable Trust
288. LIN, Zhixiu Brazoria Meadows Revocable Trust
289. LIU, Jiadong Brazoria Meadows Revocable Trust
290. LIU, King Fan Brazoria Meadows Revocable Trust

291. LIU, Kit Yuen Bithiah Brazoria Meadows Revocable Trust
292. LIU, Tin Chung Victor Brazoria Meadows Revocable Trust
293. LIU, TOW SEN Brazoria Meadows Revocable Trust
294. LO, Wing Cheung Rinco Brazoria Meadows Revocable Trust
295. LOH, STEPHEN MENG LEONG Brazoria Meadows Revocable Trust
296. LOK, Yuk Ha Brazoria Meadows Revocable Trust
297. LOKE, CHEE LAN Brazoria Meadows Revocable Trust
298. LOO, CHEE WEE Brazoria Meadows Revocable Trust
299. LOW, KEE HWA Brazoria Meadows Revocable Trust
300. LOW, KWEK CHON Brazoria Meadows Revocable Trust
301. LOW, SOO HOW Brazoria Meadows Revocable Trust
302. LU, Kaiwei Brazoria Meadows Revocable Trust
303. LU, Ta-Wen Brazoria Meadows Revocable Trust
304. LUI, Shuk Yi Brazoria Meadows Revocable Trust
305. LUK, Mei Hung Brazoria Meadows Revocable Trust
306. MA, Wing Kit Brazoria Meadows Revocable Trust
307. MAEDA, Mayumi Brazoria Meadows Revocable Trust
308. MAGNUS, STEFAN LOUIS JOZEF Brazoria Meadows Revocable Trust
309. MAK, Kei Ying Brazoria Meadows Revocable Trust
310. MAN, Shun Fai Brazoria Meadows Revocable Trust
311. MASUI, Takafumi Brazoria Meadows Revocable Trust
312. MATSUMOTO, Yoshiko Brazoria Meadows Revocable Trust
313. MATSUSHITA, Yoko Brazoria Meadows Revocable Trust
314. MAXWELL, Sze Chuen Brazoria Meadows Revocable Trust
315. MAYNARD, FENNY Brazoria Meadows Revocable Trust
316. MAZHARA, OLGA Brazoria Meadows Revocable Trust
317. MD SAAD, ROSLY BIN Brazoria Meadows Revocable Trust
318. MENG, Fanchen Brazoria Meadows Revocable Trust
319. MENG, Jinghui Brazoria Meadows Revocable Trust
320. MILES LEWIS, Julie Brazoria Meadows Revocable Trust
321. MIURA, Izumi Brazoria Meadows Revocable Trust
322. MIWA, Mutsumi Brazoria Meadows Revocable Trust
323. MIYAGI, Hideaki Brazoria Meadows Revocable Trust
324. MOHAMAD KHAIRI, LILY ROZITA BINTI Brazoria Meadows Revocable Trust
325. MOTEGI, Takahiro Brazoria Meadows Revocable Trust
326. MOU, Yik Ki Brazoria Meadows Revocable Trust
327. MUNISAMY, SIVAKUMAR Brazoria Meadows Revocable Trust
328. MURAHASHI, Hideki Brazoria Meadows Revocable Trust
329. MURUGIAH, MAHADAVEN Brazoria Meadows Revocable Trust
330. NAIDU, KANCHANA Brazoria Meadows Revocable Trust
331. NAKAMURA, Eiko Brazoria Meadows Revocable Trust
332. NG, CHEE LEONG Brazoria Meadows Revocable Trust

333. NG, ENG CHUAN Brazoria Meadows Revocable Trust
334. NG, Fung Kuen Sylvia Brazoria Meadows Revocable Trust
335. NG, Hung Hung Brazoria Meadows Revocable Trust
336. NG, Poon On Brazoria Meadows Revocable Trust
337. NG, Yin Ni Brazoria Meadows Revocable Trust
338. NINOMIYA, Takafumi Brazoria Meadows Revocable Trust
339. NIP, Ka In Thomas Brazoria Meadows Revocable Trust
340. NISHIMOTO, Keigo Brazoria Meadows Revocable Trust
341. NISHIMURA, Naoki Brazoria Meadows Revocable Trust
342. NOSAKI, Chihiro Brazoria Meadows Revocable Trust
343. O K MOHAMED HANIFFA, REHANA BEGUM BINTI Brazoria Meadows Revocable Trust
344. OGUMA, ANGELINA MARIA Brazoria Meadows Revocable Trust
345. OISHI, Masakazu Brazoria Meadows Revocable Trust
346. ONG, CHUI YEN Brazoria Meadows Revocable Trust
347. ONG, DEREK BOON HENG Brazoria Meadows Revocable Trust
348. ONG, Kok Tong Brazoria Meadows Revocable Trust
349. ONG, KWANG HUANG Brazoria Meadows Revocable Trust
350. ONG, SHEE HUI Brazoria Meadows Revocable Trust
351. ONG, TSIAN TENG Brazoria Meadows Revocable Trust
352. ONUMA, Makoto Brazoria Meadows Revocable Trust
353. OU, Haoquan Brazoria Meadows Revocable Trust
354. PAL, GAUTAM Brazoria Meadows Revocable Trust
355. PAN, CHUNHUA Brazoria Meadows Revocable Trust
356. PANG, JOELLE SI NING Brazoria Meadows Revocable Trust
357. PHUAH, SOCK PIN Brazoria Meadows Revocable Trust
358. POH, JASMINE Brazoria Meadows Revocable Trust
359. POON, KUM SOON Brazoria Meadows Revocable Trust
360. POON, YUET FOONG Brazoria Meadows Revocable Trust
361. POPP, Roland Wolfgang Brazoria Meadows Revocable Trust
362. PRITAM SINGH, BALBIR SINGH Brazoria Meadows Revocable Trust
363. PUN, Ngai Kwan Brazoria Meadows Revocable Trust
364. PUNG, CHOONG THENG Brazoria Meadows Revocable Trust
365. QUEK, NANCY SOK CHER Brazoria Meadows Revocable Trust
366. RAMLI, RUDY Brazoria Meadows Revocable Trust
367. RAMSAY, JOHN DOUGLAS Brazoria Meadows Revocable Trust
368. RAVIN, NARWANI RICKY Brazoria Meadows Revocable Trust
369. ROBERTSSON, John Stefan Brazoria Meadows Revocable Trust
370. RUFINAWATI, EKA Brazoria Meadows Revocable Trust
371. SAKURAI, Yosuke Brazoria Meadows Revocable Trust
372. SASAKI, MIZUE Brazoria Meadows Revocable Trust
373. SATO, Hisashi Brazoria Meadows Revocable Trust
374. SAWITRI, TJOKORDE ISTRI LAKSHMI Brazoria Meadows Revocable Trust

375. SEAH, AILYNN SIEW LIAN Brazoria Meadows Revocable Trust
376. SEAH, Sheng Yong Brazoria Meadows Revocable Trust
377. SEAH, SHU YI Brazoria Meadows Revocable Trust
378. SEE, MEE HOO Brazoria Meadows Revocable Trust
379. SENTOSA RISTOW, CHRISTINE Brazoria Meadows Revocable Trust
380. SEOW, CATHERINE KHOW HO Brazoria Meadows Revocable Trust
381. SEOW, SENG WEI Brazoria Meadows Revocable Trust
382. SHAFIEI, ROZINA BINTI Brazoria Meadows Revocable Trust
383. SHEK, Ping Sum Brazoria Meadows Revocable Trust
384. SHEN, Xiaoying Brazoria Meadows Revocable Trust
385. SHI, Bo Brazoria Meadows Revocable Trust
386. SHIMIZU, Atsushi Brazoria Meadows Revocable Trust
387. SHIOHIRA, Yoshiki Brazoria Meadows Revocable Trust
388. SIAUW, DAVID GUNAWAN Brazoria Meadows Revocable Trust
389. SIEW, CHIN HOONG Brazoria Meadows Revocable Trust
390. SIM, HUI MEAN Brazoria Meadows Revocable Trust
391. SIM, SEE KEAT Brazoria Meadows Revocable Trust
392. SIM, TECK SIANG Brazoria Meadows Revocable Trust
393. SIOW, DANIEL CHONG WEE Brazoria Meadows Revocable Trust
394. SIT, Wai Lan Brazoria Meadows Revocable Trust
395. SOH, CHEE HWEE Brazoria Meadows Revocable Trust
396. SOMASUNDARAM, UMA MEYYAMMAI Brazoria Meadows Revocable Trust
397. SONG, Huali Brazoria Meadows Revocable Trust
398. SOO, CHAI CHUIN Brazoria Meadows Revocable Trust
399. SOO, CHUAN CHIN Brazoria Meadows Revocable Trust
400. SPENCE, James Matthew Brazoria Meadows Revocable Trust
401. SUEN, Wing Sze Brazoria Meadows Revocable Trust
402. SUGANUMA, Masumi Brazoria Meadows Revocable Trust
403. SUTJIAWAN, JOHNY Brazoria Meadows Revocable Trust
404. SUZUKI, Megumi Brazoria Meadows Revocable Trust
405. TAHARA, Akemi Brazoria Meadows Revocable Trust
406. TAHIRALI, Doug Brazoria Meadows Revocable Trust
407. TAJIKA, Masayuki Brazoria Meadows Revocable Trust
408. TAKAGAWA, Kazumi Brazoria Meadows Revocable Trust
409. TAKAI, Yoshihito Brazoria Meadows Revocable Trust
410. TAKEI, Yukako Brazoria Meadows Revocable Trust
411. TAKEMOTO, Aira Brazoria Meadows Revocable Trust
412. TAKENOUCHI, Yukiko Brazoria Meadows Revocable Trust
413. TAM, Lok Tin Brazoria Meadows Revocable Trust
414. TAM, Mei Ling Melanie Brazoria Meadows Revocable Trust
415. TAN, AI LI Brazoria Meadows Revocable Trust
416. TAN, AIK BING Brazoria Meadows Revocable Trust

417. TAN, ALEX KENG HEE Brazoria Meadows Revocable Trust
418. TAN, BENJAMIN SENG BOON Brazoria Meadows Revocable Trust
419. TAN, BOON GUAT Brazoria Meadows Revocable Trust
420. TAN, BOON HIANG Brazoria Meadows Revocable Trust
421. TAN, Che Keung Brazoria Meadows Revocable Trust
422. TAN, DENNIS MIANG KUAN Brazoria Meadows Revocable Trust
423. TAN, DWIGHT BOON CHYE Brazoria Meadows Revocable Trust
424. TAN, FANG YING Brazoria Meadows Revocable Trust
425. TAN, GEK SUAN Brazoria Meadows Revocable Trust
426. TAN, George Kok Thye Brazoria Meadows Revocable Trust
427. TAN, HUI LIN Brazoria Meadows Revocable Trust
428. TAN, KWEK CHENG Brazoria Meadows Revocable Trust
429. TAN, LIN LIN AYE CHAW SU WIN Brazoria Meadows Revocable Trust
430. TAN, MARK MING LOONG Brazoria Meadows Revocable Trust
431. TAN, MICHELLE YONG LING Brazoria Meadows Revocable Trust
432. TAN, Ngee Wei Brazoria Meadows Revocable Trust
433. TAN, POH HUA Brazoria Meadows Revocable Trust
434. TAN, WEI LU Brazoria Meadows Revocable Trust
435. TAN, WENDY KUAN KUAN Brazoria Meadows Revocable Trust
436. TAN, YIH FOONG Brazoria Meadows Revocable Trust
437. TANAKA, Shukaku Brazoria Meadows Revocable Trust
438. TANAKA, Takayuki Brazoria Meadows Revocable Trust
439. TANG, JENNY POH LIN Brazoria Meadows Revocable Trust
440. TANNO, Shusei Brazoria Meadows Revocable Trust
441. TAY, BOON HUI Brazoria Meadows Revocable Trust
442. TAY, THIAM SONG Brazoria Meadows Revocable Trust
443. TAYLOR, Stephen Brazoria Meadows Revocable Trust
444. TEE, SAN PENG Brazoria Meadows Revocable Trust
445. TEE, WAI WAI Brazoria Meadows Revocable Trust
446. TENG, ALAN SENG KEE Brazoria Meadows Revocable Trust
447. TENG, Fok Chi Brazoria Meadows Revocable Trust
448. TENG, Fok Chi Brazoria Meadows Revocable Trust
449. TEO, ANDREW GINNRONG Brazoria Meadows Revocable Trust
450. TEO, AUDREY MEI LING Brazoria Meadows Revocable Trust
451. TEO, MEI LING Brazoria Meadows Revocable Trust
452. TEO, YAT HUI Brazoria Meadows Revocable Trust
453. THAM, Ming Chu Brazoria Meadows Revocable Trust
454. THIA, LILIAN LEE LIAN Brazoria Meadows Revocable Trust
455. THIO, LAY CHOO Brazoria Meadows Revocable Trust
456. TIAN, Wei Brazoria Meadows Revocable Trust
457. TIO, ATMA WIJAYA Brazoria Meadows Revocable Trust
458. TIONG, KWONG NGON Brazoria Meadows Revocable Trust

459. TO, Shu Kun Brazoria Meadows Revocable Trust
460. TOH, LAY HONG Brazoria Meadows Revocable Trust
461. TOKISATO, Makoto Brazoria Meadows Revocable Trust
462. TOM, Gary Brazoria Meadows Revocable Trust
463. TOMITA, Yoichi Brazoria Meadows Revocable Trust
464. TRAVERS JR, ROBERT GUSTAVE Brazoria Meadows Revocable Trust
465. TSANG, Ka Ki Brazoria Meadows Revocable Trust
466. TSANG, Lai Lin Brazoria Meadows Revocable Trust
467. TSE, Chi Kin George Brazoria Meadows Revocable Trust
468. TSE, Matilda Bik Kwan Brazoria Meadows Revocable Trust
469. TSUI, Cheong Andy Brazoria Meadows Revocable Trust
470. TSUI, Lai Yan Brazoria Meadows Revocable Trust
471. TSUNODA, Takayuki Brazoria Meadows Revocable Trust
472. TSUTSUI, Sadataka Brazoria Meadows Revocable Trust
473. TSUTSUMI, Shunsuke Brazoria Meadows Revocable Trust
474. UEHARA, Tatsuaki Brazoria Meadows Revocable Trust
475. UYS, John Clayton Brazoria Meadows Revocable Trust
476. VAN DER BEEK, MAYLYNN ANNE Brazoria Meadows Revocable Trust
477. VAN DER BEEK, SUELYNN RUTH Brazoria Meadows Revocable Trust
478. VOIT, WOLFGANG ROMAN Brazoria Meadows Revocable Trust
479. WAN, Lai Hing Brazoria Meadows Revocable Trust
480. WAN, Wing Man Brazoria Meadows Revocable Trust
481. WAN, Wing Yee Brazoria Meadows Revocable Trust
482. WANG, GUANYU Brazoria Meadows Revocable Trust
483. WANG, Nan Brazoria Meadows Revocable Trust
484. WANG, Qingyun Brazoria Meadows Revocable Trust
485. WANG, Rong Brazoria Meadows Revocable Trust
486. WANG, Zhan Peng Brazoria Meadows Revocable Trust
487. WEE, LIANG YORK Brazoria Meadows Revocable Trust
488. WEI, Ruiya Brazoria Meadows Revocable Trust
489. WILKINSON, NEIL KEVIN Brazoria Meadows Revocable Trust
490. WONG, ANN CHEE Brazoria Meadows Revocable Trust
491. WONG, Cara Kit Ching Brazoria Meadows Revocable Trust
492. WONG, CHOW YUAN Brazoria Meadows Revocable Trust
493. WONG, Fai Wong Brazoria Meadows Revocable Trust
494. WONG, Ho Yee Holly Brazoria Meadows Revocable Trust
495. WONG, HWEI JIUEN Brazoria Meadows Revocable Trust
496. WONG, Kam Wan Brazoria Meadows Revocable Trust
497. WONG, Kar Lok Gabriel Brazoria Meadows Revocable Trust
498. WONG, King Chi Brazoria Meadows Revocable Trust
499. WONG, LILLIAN SIEW WAH Brazoria Meadows Revocable Trust
500. WONG, MAH SIN Brazoria Meadows Revocable Trust

501. WONG, Puek Huar Brazoria Meadows Revocable Trust
502. WONG, YEW CHEONG Brazoria Meadows Revocable Trust
503. WONG, Yin Kwan Karen Brazoria Meadows Revocable Trust
504. WONG, Yiu Chung Brazoria Meadows Revocable Trust
505. WONG, Yuen Hing Danny Brazoria Meadows Revocable Trust
506. WOO, HON HONG Brazoria Meadows Revocable Trust
507. WU, Kam Po Brazoria Meadows Revocable Trust
508. WURYANTOBROTO, SULISTYO Brazoria Meadows Revocable Trust
509. XIANG, Tiancheng Brazoria Meadows Revocable Trust
510. XIAO, Zhijun Brazoria Meadows Revocable Trust
511. XIE, Qianhong Brazoria Meadows Revocable Trust
512. XING, WAN MING Brazoria Meadows Revocable Trust
513. XIONG, Yun Brazoria Meadows Revocable Trust
514. XU, XIAOXIA Brazoria Meadows Revocable Trust
515. YAMAMOTO, Takaomi Brazoria Meadows Revocable Trust
516. YAN, Sze Hon Aaron Brazoria Meadows Revocable Trust
517. YANAGIDA, Tomoko Brazoria Meadows Revocable Trust
518. YANG, Chien-Min Brazoria Meadows Revocable Trust
519. YANG, DIANA XIN RONG Brazoria Meadows Revocable Trust
520. YAO, Honglei Brazoria Meadows Revocable Trust
521. YAP, LAY HOON Brazoria Meadows Revocable Trust
522. YAP, PAK LIN Brazoria Meadows Revocable Trust
523. YAP, PAUL Brazoria Meadows Revocable Trust
524. YAP, Te Chieh Brazoria Meadows Revocable Trust
525. YAU, K Joe Brazoria Meadows Revocable Trust
526. YAU, Yung Kwan Brazoria Meadows Revocable Trust
527. YE, Liyi Brazoria Meadows Revocable Trust
528. YEAP, GIM SAN Brazoria Meadows Revocable Trust
529. YEE, LI SUN Brazoria Meadows Revocable Trust
530. YEE, SHEUE YUN Brazoria Meadows Revocable Trust
531. YEN, Chi Ho Brazoria Meadows Revocable Trust
532. YEN, KA SENG Brazoria Meadows Revocable Trust
533. YEO, KHEE LIAN Brazoria Meadows Revocable Trust
534. YEO, YEN LI Brazoria Meadows Revocable Trust
535. YEO, YEN NEE Brazoria Meadows Revocable Trust
536. YEO, ZHI XIANG Brazoria Meadows Revocable Trust
537. YEUNG, Ching Yu Bonnie Brazoria Meadows Revocable Trust
538. YEUNG, Yuen Ling Brazoria Meadows Revocable Trust
539. YIP, Yin Wah Brazoria Meadows Revocable Trust
540. YIP, Yin Wah Brazoria Meadows Revocable Trust
541. YONG, Lai Wai Lillian Brazoria Meadows Revocable Trust
542. YONG, YUEN CHENG Brazoria Meadows Revocable Trust

543. YOSHIKAWA, Sachiko Brazoria Meadows Revocable Trust
544. YOSHIZAWA, Yuichi Brazoria Meadows Revocable Trust
545. YUE, YOKE HAR Brazoria Meadows Revocable Trust
546. YUEN, Ying Choi Brazoria Meadows Revocable Trust
547. ZHANG, Haiyan Brazoria Meadows Revocable Trust
548. ZHANG, Weidong Brazoria Meadows Revocable Trust
549. ZHANG, Yuanyuan Brazoria Meadows Revocable Trust
550. ZHAO, CHENGHUA Brazoria Meadows Revocable Trust
551. ZHAO, Jie Brazoria Meadows Revocable Trust
552. ZHAO, Rui Brazoria Meadows Revocable Trust
553. ZHUANG, ZHIMEI Brazoria Meadows Revocable Trust

FILED and RECORDED

Instrument Number: 2025024009

Filing and Recording Date: 05/22/2025 04:50:18 PM Pages: 49 Recording Fee: $213.00

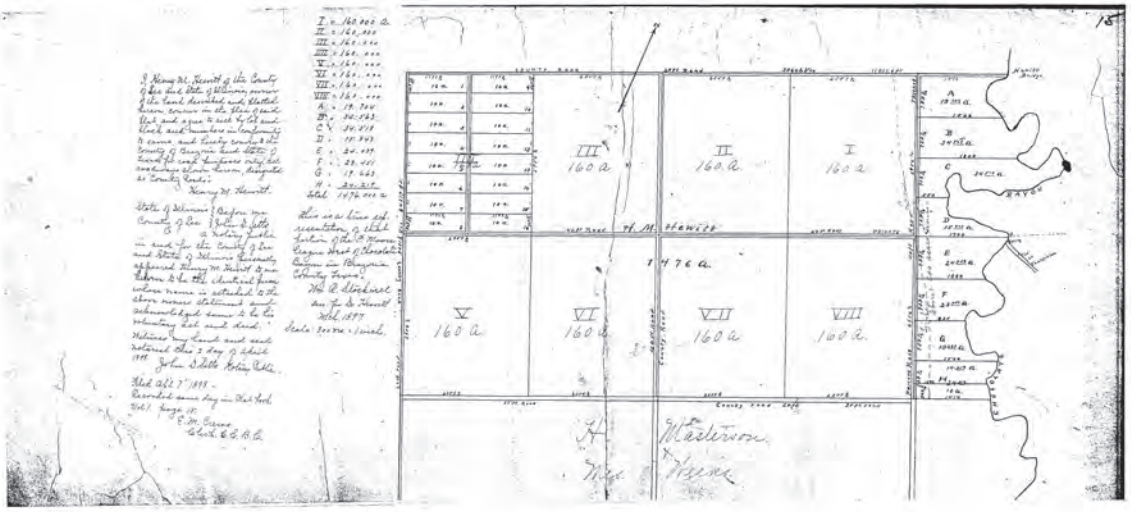
I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kaegan


I. = 160.000 a.
II. = 160.000
III. = 160.000
IV. = 160.000
V. = 160.000
VI. = 160.000
VII. = 160.000
VIII. = 160.000
A. = 19.700
B. = 24.183
C. = 24.811
D. = 19.593
E. = 24.137
F. = 23.411
G. = 19.663
H. = 24.211
Total 1674.000 a
III 160 a
II 160 a
I 160 a
V 160 a
VI 160 a
VII 160 a
VIII 160 a
T 476 a
A 19 3/4 a
B 24 3/4 a
C 24 1/4 a
D 19 1/2 a
E 24 1/4 a
F 23 1/4 a
G 19 3/4 a
H 24 1/4 a
Madison
Wayne

December 17, 2025

Matt Hanks, County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, TX 77515

RE: Abandonment of Road Easements and Drainage Easements

Dear Mr. Hanks,

On behalf of our client, SLD Brazoria, LLC, we respectfully request the abandonment of the following easements, as outlined within the individual metes & bounds attached to this request, and further described below.

- 40’ Road (Private) as recorded in Vol. 1, Pg. 15, B.C.P.R.
- 40’ Road (Public) as recorded in Vol. 1, Pg. 15, B.C.P.R.
- 75’ D.E. as recorded in B.C.C.F. No. 99-023295
- 110’ D.E. as recorded in B.C.C.F. No. 99-023295

The following exhibits are also attached as part of this letter to illustrate the conflicts with the existing locations of these easements and the referenced Phase 1 subdivision development and detention facilities.

- Easement Abandonment Exhibit
- Proposed Drainage & Detention Exhibit

I can be reached by phone at 713-488-8217 or email at Lfehr@bgeinc.com, if there are any questions.

Sincerely,

Lauren Fehr

Lauren Fehr, AICP
Senior Planner

Docusign Envelope ID: 9D4EBDC2-6F85-401A-B968-7E2021E31FD4

by phases incorporate Consultant 's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Consultant may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

ARTICLE 5—CONSULTANT'S PRIMARY SUBCONSULTANTS AND SUBCONTRACTORS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

Execution of this Task Order by Owner and Consultant makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:	Consultant:
SLD BRAZORIA, LLC, a Delaware limited liability company	**BGE, INC.**
By: DocuSigned by: John Bonner 2960C4409SB421...	By:
Print Name: John Bonner	Print Name: Tracy Youngblood, AICP
Title: Houston Area President	Title: Planning Practice Leader
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: John Bonner	Name: Tracy Youngblood, AICP
Title: Houston Area President	Title: Planning Practice Leader
E-Mail Address: jbonner@scarboroughlanedevelopment.com	E-Mail Address: tyoungblood@bgeinc.com
Phone: 972-380-5900	Phone: 713-488-8238
Date: 10/30/2025	Date: 10/16/25

SCARBOROUGH ALVIN EASEMENT ABANDONMENT
1.416 ACRES
40 FOOT PRIVATE ROAD EASEMENT ABANDONMENT

NOVEMBER 20, 2025
JOB NO. 15922-00

DESCRIPTION OF A 1.416 ACRE TRACT OF LAND SITUATED
IN THE FRANCIS MOORE SURVEY, ABSTRACT NO. 100
BRAZORIA COUNTY, TEXAS

BEING a 1.416 acre (61,692 square foot) tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being as portion of a called 206.3 net acre tract of land described in an instrument to SLD Brazoria LLC recorded under Instrument Number (I.N.) 2025024009 of the Official Public Records of Brazoria County (O.P.R.B.C.) and being a portion of a 40 foot wide private road easement recorded under Volume 1, Page 15 of the Brazoria County Plat Records (B.C.P.R.), said 1.416 acre tract of land described by metes and bounds as follows with all bearing based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the boundary line of said 206.3 net acre tract, as cited herein:

COMMENCING at a 3/4-inch iron rod with cap stamped “BGE INC” found for an interior corner of said 206.3 net acre tract;

THENCE, S 22°32'27" E, a distance of 22.68 feet along and with a Westerly line of said 206.3 net acre tract to the **POINT OF BEGINNING** and the most Westerly corner of the herein described tract;

THENCE, N 59°45'42" E, a distance of 1,533.74 feet over and across said 206.3 net acre tract to the most Northerly corner of the herein described tract, being on an East line of said 206.3 net acre tract and the beginning of a non-tangent curve to the right, from which its center bears S 36°35'56" W, 2,090.00 feet;

THENCE, In a Southeasterly direction, along and with an East line of said 206.3 net acre tract and with said curve to the right, an arc distance of 43.32 feet, having a radius of 2,090.00 feet, a central angle of 01°11'15" and chord which bears S 52°48'26" E, 43.32 feet to the most Easterly corner of the herein described tract;

THENCE, S 59°45'42" W, a distance of 1,198.87 feet over and across said 206.3 acre tract to an angle point of the herein described tract, being on the North line of a called 10.07 acre tract of land described in an instrument to Scarborough Brazoria LLC recorded under I.N. 2024052585 of the O.P.R.B.C.;

THENCE, S 67°29'50" W, a distance of 38.68 feet along and with the North line of said 10.07 acre tract to a 3/4-inch iron rod with cap stamped “BGE INC” found for the Northwest corner of said 10.07 acre tract, being an interior corner of the herein described tract;

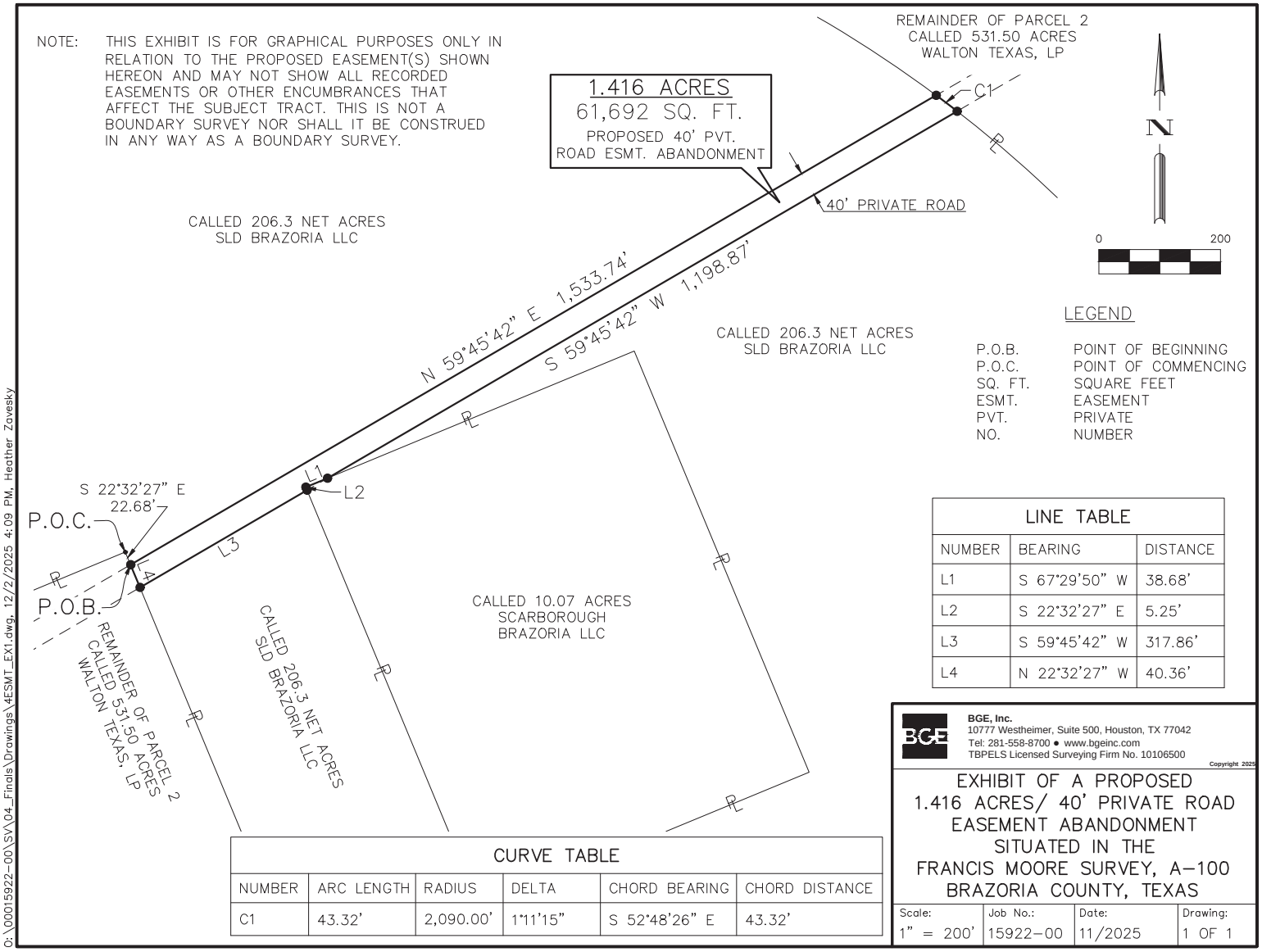
THENCE, S 22°32'27" E, a distance of 5.25 feet along and with the West line of said 10.07 acre tract to a Southeasterly corner of the herein described tract;

THENCE, S 59°45'42" W, a distance of 317.86 feet over and across said 206.3 net acre tract to a point on a Westerly line of said 206.3 acre tract, being the most Southerly corner of the herein described tract;

THENCE, N 22°32'27" W, a distance of 40.36 feet along and with the Westerly line of said 206.3 acre tract to the **POINT OF BEGINNING** and containing 1.416 acres (61,692 square feet) of land.

The above description is not to be used for fee conveyance.

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 500
Houston, Texas 77042
Telephone: (281) 558-8700
TBPELS Licensed Surveying Firm No. 10106500
Email: cjordan@bgeinc.com



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 67°29'50" W	38.68'
L2	S 22°32'27" E	5.25'
L3	S 59°45'42" W	317.86'
L4	N 22°32'27" W	40.36'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	43.32'	2,090.00'	1°11'15"	S 52°48'26" E	43.32'

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500
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EXHIBIT OF A PROPOSED 1.416 ACRES/ 40' PRIVATE ROAD EASEMENT ABANDONMENT SITUATED IN THE FRANCIS MOORE SURVEY, A-100 BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1" = 200'	15922-00	11/2025	1 OF 1

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SCARBOROUGH ALVIN EASEMENT ABANDONMENT
0.0023 OF ONE ACRE
PRIVATE ROAD EASEMENT ABANDONMENT

NOVEMBER 20, 2025
JOB NO. 15922-00

DESCRIPTION OF A 0.0023 OF ONE ACRE TRACT OF LAND SITUATED
IN THE FRANCIS MOORE SURVEY, ABSTRACT NO. 100
BRAZORIA COUNTY, TEXAS

BEING a 0.0023 of one acre (102 square foot) tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being as portion of a called 10.07 acre tract of land described in an instrument to Scarborough Brazoria LLC recorded under Instrument Number (I.N.) 2024052585 of the Official Public Records of Brazoria County (O.P.R.B.C.) and being a portion of a 40 foot wide private road easement recorded under Volume1, Page 15 of the Brazoria County Plat Records, said 0.0023 acre tract of land described by metes and bounds as follows with all bearing based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the North line of said 10.07 acre tract, as cited herein:

BEGINNING at a 3/4-inch iron rod with cap stamped “BGE INC” found for the Northwest corner of said 10.07 acre tract and the most Westerly corner of the herein described tract;

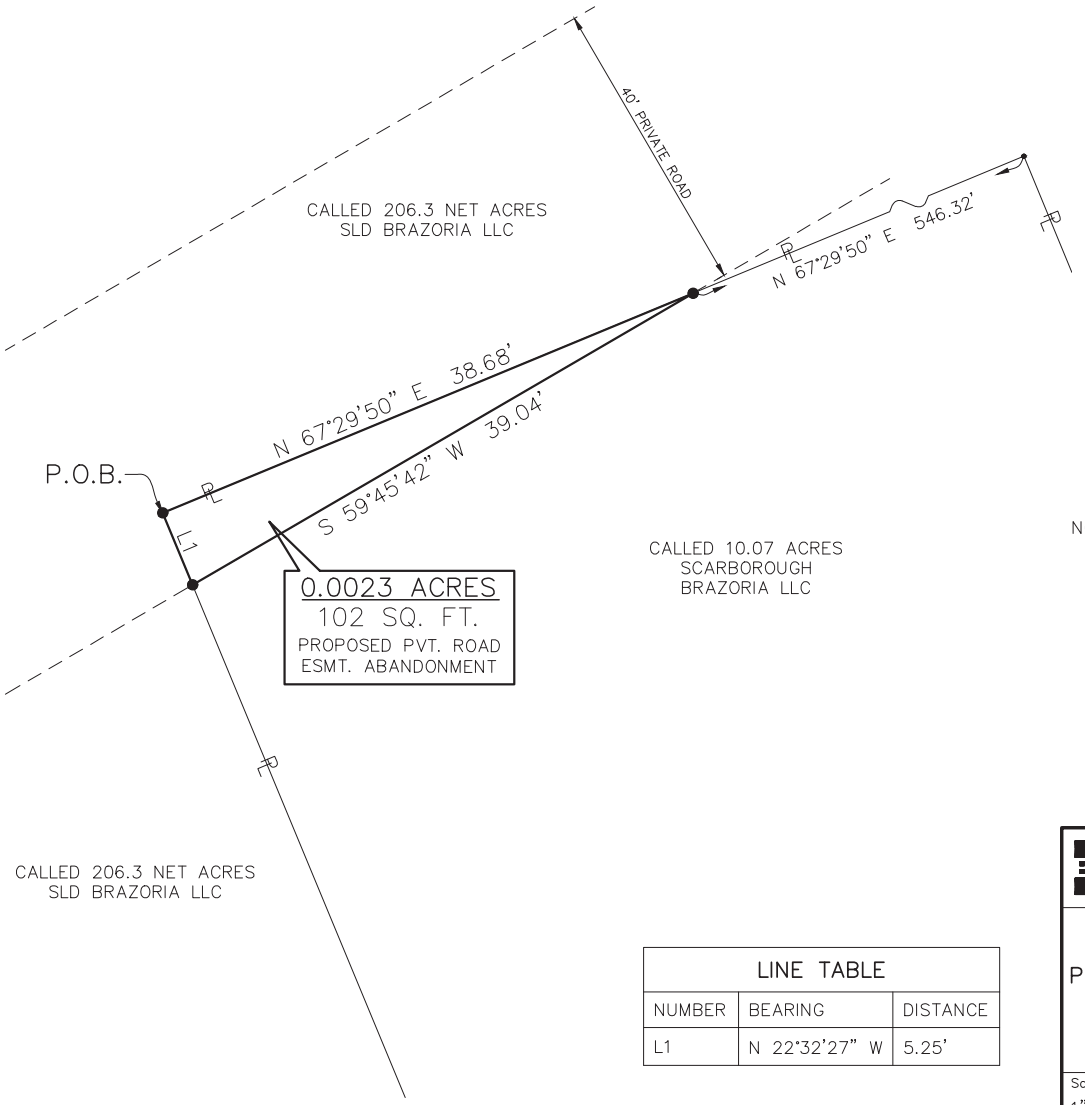
THENCE, N 67°29'50" E, a distance of 38.68 feet along and with the North line of said 10.07 acre tract to the Northeast corner of the herein described tract, from which a 3/4-inch iron rod with cap stamped “BGE INC” found for the Northeast corner of said 10.07 acre tract bears N 67°29'50" E, 546.32 feet;

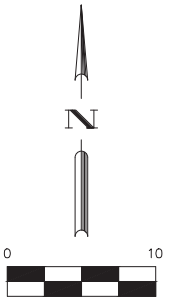
THENCE, S 59°45'42" W, a distance of 39.04 feet over and across said 10.07 acre tract to a point on the West line of said 10.07 acre tract, being the most Southerly corner of the herein described tract;

THENCE, N 22°32'27" W, a distance of 5.25 feet along and with the West line of said 10.07 acre tract to the **POINT OF BEGINNING** and containing 0.0023 acres (102 square feet) of land.

The above description is not to be used for fee conveyance.

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 500
Houston, Texas 77042
Telephone: (281) 558-8700
TBPELS Licensed Surveying Firm No. 10106500
Email: cjordan@bgeinc.com





LEGEND

P.O.B.	POINT OF BEGINNING
SQ. FT.	SQUARE FEET
ESMT.	EASEMENT
NO.	NUMBER
PVT.	PRIVATE

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT(S) SHOWN HEREON AND MAY NOT SHOW ALL RECORDED EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT. THIS IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°32'27" W	5.25'

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

Copyright 2025

EXHIBIT OF A PROPOSED 0.0023 OF ONE ACRE PRIVATE ROAD ESMT. ABANDONMENT SITUATED IN THE FRANCIS MOORE SURVEY, A–100 BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1" = 10'	15922–00	11/2025	1 OF 1

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SCARBOROUGH ALVIN EASEMENT ABANDONMENT
0.7216 ACRES
40 FOOT PUBLIC ROAD EASEMENT ABANDONMENT

NOVEMBER 20, 2025
JOB NO. 15922-00

DESCRIPTION OF A 0.7216 ACRE TRACT OF LAND SITUATED
IN THE FRANCIS MOORE SURVEY, ABSTRACT NO. 100
BRAZORIA COUNTY, TEXAS

BEING a 0.7216 acre (31,433 square foot) tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being as portion of a called 206.3 net acre tract of land described in an instrument to SLD Brazoria LLC recorded under Instrument Number (I.N.) 2025024009 of the Official Public Records of Brazoria County (O.P.R.B.C.)and being a portion of a 40 foot wide public road easement recorded under Volume 1, Page 15 of the Brazoria County Plat Records (B.C.P.R.), said 0.7216 acre tract of land described by metes and bounds as follows with all bearing based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along a Northwesterly line of said 206.3 net acre tract, as cited herein:

COMMENCING at a 3/4-inch iron rod with cap stamped “BGE INC” found for an interior corner of said 206.3 net acre tract;

THENCE, N 57°14'15" E, a distance of 434.45 feet along and with a Northwesterly line of said 206.3 net acre tract to the **POINT OF BEGINNING** and the most Westerly corner of the herein described tract;

THENCE, N 57°14'15" E, a distance of 40.04 feet continuing along and with a Northwesterly line of said 206.3 net acre tract to the most Northerly corner of the herein described tract, from which a 3/4-inch iron rod with cap stamped “BGE INC” found for angle point of said 206.3 net acre tract bears N 57°14'15" E, 726.24 feet;

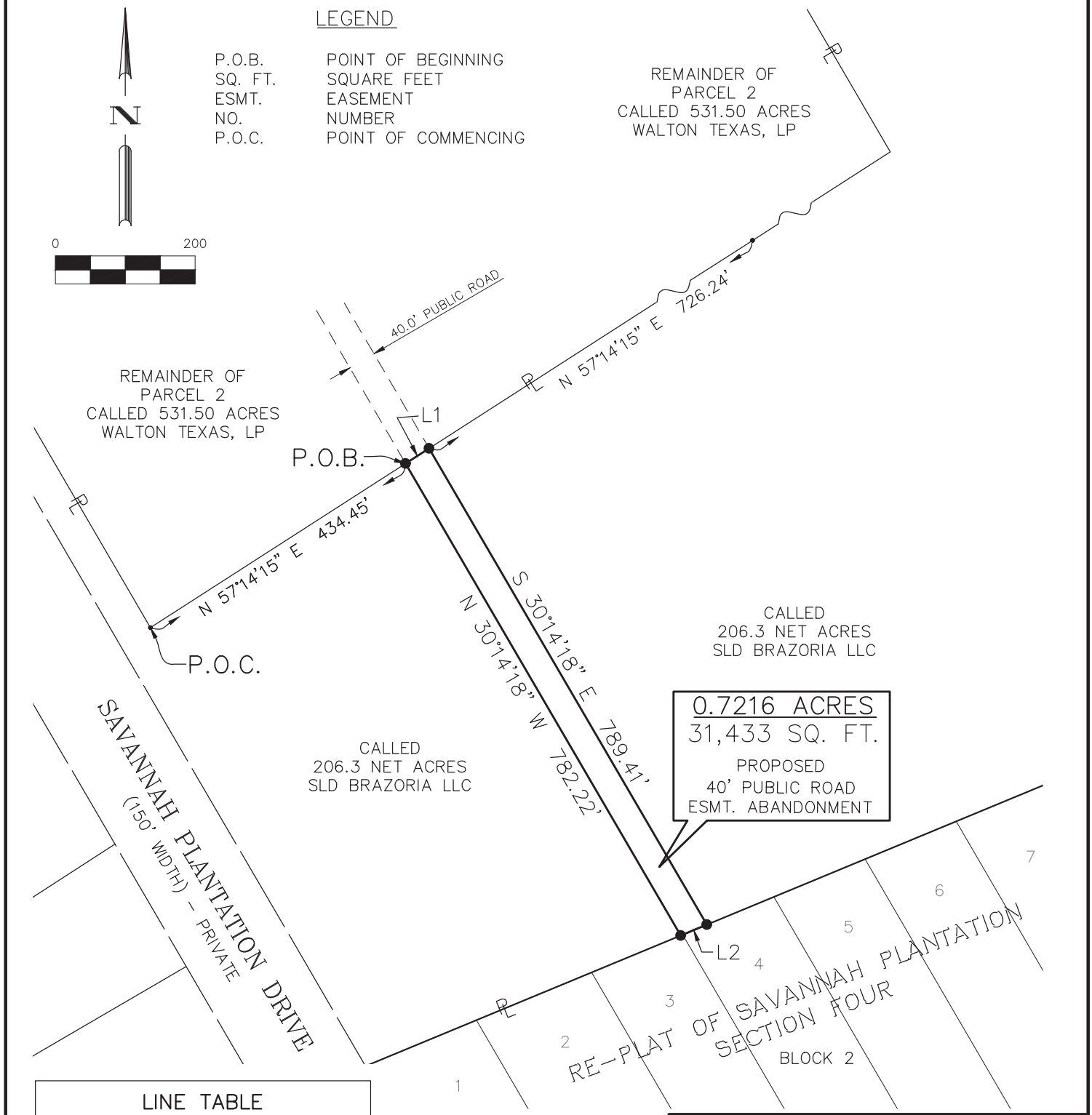
THENCE, S 30°14'18" E, a distance of 789.41 feet over and across said 206.3 net acre tract to the most Easterly corner of the herein described tract, being on the Northwesterly line of Lot 4, Block 2 of RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR a subdivision per plat recorded under Document Number 2011036858 of the B.C.P.R. and on a Southeasterly line of said 206.3 net acre tract;

THENCE, S 67°29'50" W, along and with a Southeasterly line of said 206.3 net acre tract and the Northwesterly line of said Lot 4 at a distance of a 37.36 feet pass a 1/2-inch iron rod found for the Northwest corner of said Lot 4 and the Northeast corner of Lot 3, Block 2 of said RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR, and continuing for a total distance of 40.37 feet to the most Southerly corner of the herein described tract;

THENCE, N 30°14'18" W, a distance of 782.22 feet over and across said 206.3 net acre tract to the **POINT OF BEGINNING** and containing 0.7216 acres (31,433 square feet) of land.

The above description is not to be used for fee conveyance.

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 500
Houston, Texas 77042
Telephone: (281) 558-8700
TBPELS Licensed Surveying Firm No. 10106500
Email: cjordan@bgeinc.com



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 57°14'15" E	40.04'
L2	S 67°29'50" W	40.37'

NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT(S) SHOWN HEREON AND MAY NOT SHOW ALL RECORDED EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT. THIS IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

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10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500

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EXHIBIT OF A PROPOSED 0.7216 OF ONE ACRE 40' PUBLIC ROAD ESMT. ABANDONMENT SITUATED IN THE FRANCIS MOORE SURVEY, A-100 BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1" = 200'	15922-00	11/2025	1 OF 1

SCARBOROUGH ALVIN EASEMENT ABANDONMENT
5.912 ACRES
DRAINAGE EASEMENT ABANDONMENT

NOVEMBER 20, 2025
JOB NO. 15922-00

DESCRIPTION OF A 5.912 ACRE TRACT OF LAND SITUATED
IN THE FRANCIS MOORE SURVEY, ABSTRACT NO. 100
BRAZORIA COUNTY, TEXAS

BEING a 5.912 acre (257,506 square foot) tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being as portion of a called 206.3 net acre tract of land described in an instrument to SLD Brazoria LLC recorded under Instrument Number (I.N.) 2025024009 of the Official Public Records of Brazoria County (O.P.R.B.C.) and being a portion of a drainage easement recorded under I.N. 99-023925 of the O.P.R.B.C., said 5.912 acre tract of land described by metes and bounds as follows with all bearing based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the boundary line of said 206.3 net acre tract, as cited herein:

BEGINNING at a 3/4-inch iron rod with cap stamped “BGE INC” found for an interior corner of said 206.3 net acre tract, same being the most Southerly corner of the herein described tract;

THENCE, N 30°14'18" W, a distance of 75.07 feet along and with a Southwesterly line of said 206.3 net acre tract to the most Westerly corner of the herein described tract;

THENCE, over and across said 206.3 acre tract the following courses and distances:

N 57°14'07" E, a distance of 1,315.88 feet to a point for corner;

N 53°16'25" E, a distance of 568.75 feet to an interior corner of the herein described tract;

N 30°14'18" W, a distance of 35.23 feet to a Northwesterly corner of the herein described tract;

N 53°16'25" E, at a distance of 382.62 feet pass a 3/4-inch iron rod with cap stamped “BGE INC” found for an interior corner of said 206.3 net acre tract, and continuing along a Northwesterly line of said 206.3 net acre tract at 907.96 feet pass a 3/4-inch iron rod with cap stamped “BGE INC” found for another interior corner of said 206.3 net acre tract, and continuing over and across said 206.3 net acre tract for a total distance of 1,062.37 feet to the Easterly line of said 206.3 net acre tract, being the most Northerly corner of the herein described tract and the beginning of a non-tangent curve to the left, from which its center bears N 67°43'38" E, 1,410.00 feet;

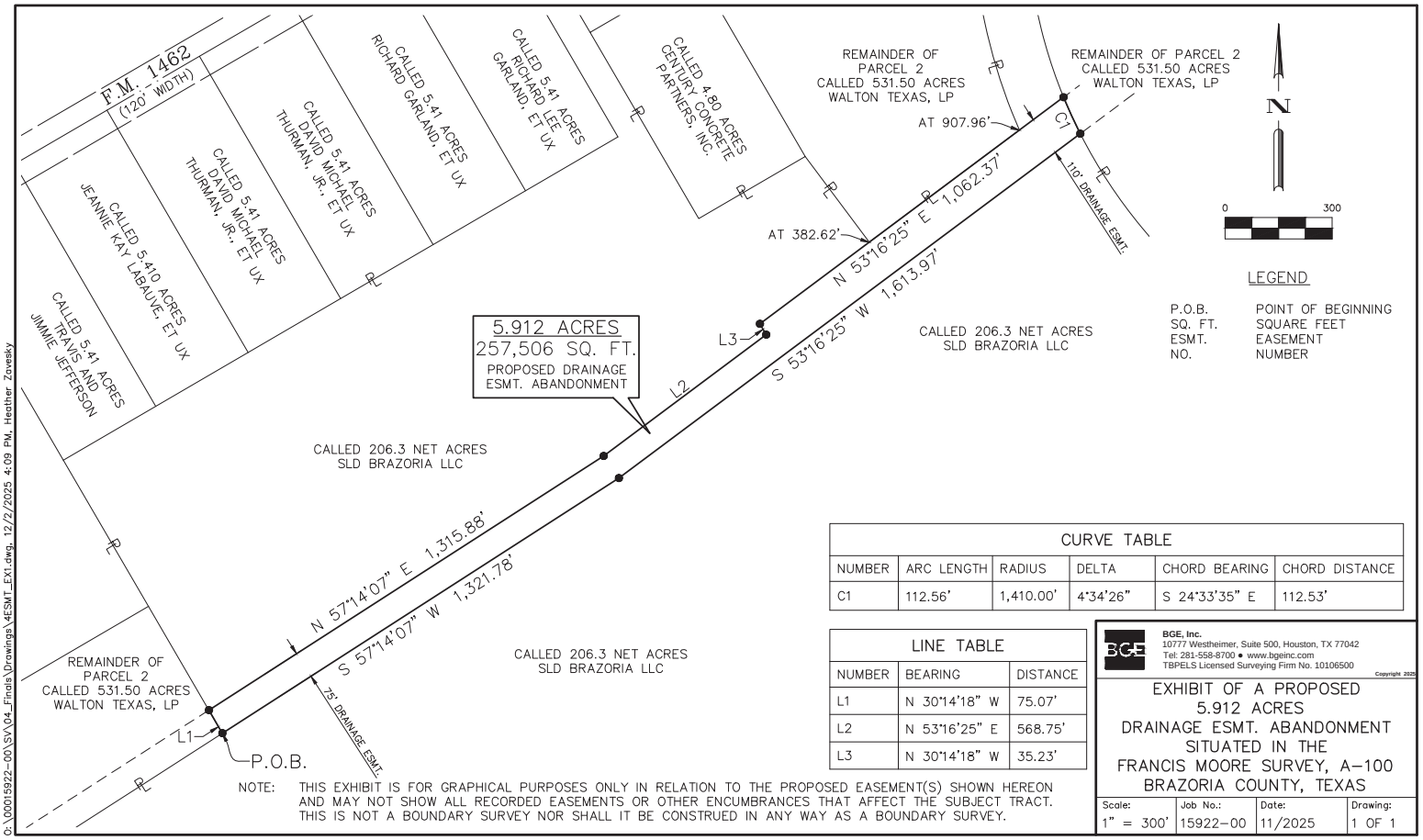
THENCE, In a Southeasterly direction, along and with said curve to the left, an arc distance of 112.56 feet, having a radius of 1,410.00 feet, a central angle of 04°34'26" and chord which bears S 24°33'35" E, 112.53 feet to a point for corner;

THENCE, S 53°16'25" W, a distance of 1,613.97 feet over and across said 206.3 net acre tract to a point for corner;

THENCE, S 57°14'07" W, a distance of 1,321.78 feet to the **POINT OF BEGINNING** and containing 5.912 acres (257,506 square feet) of land.

The above description is not to be used for fee conveyance.

Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 500
Houston, Texas 77042
Telephone: (281) 558-8700
TBPELS Licensed Surveying Firm No. 10106500
Email: cjordan@bgeinc.com



CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	112.56'	1,410.00'	4°34'26"	S 24°33'35" E	112.53'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 30°14'18" W	75.07'
L2	N 53°16'25" E	568.75'
L3	N 30°14'18" W	35.23'

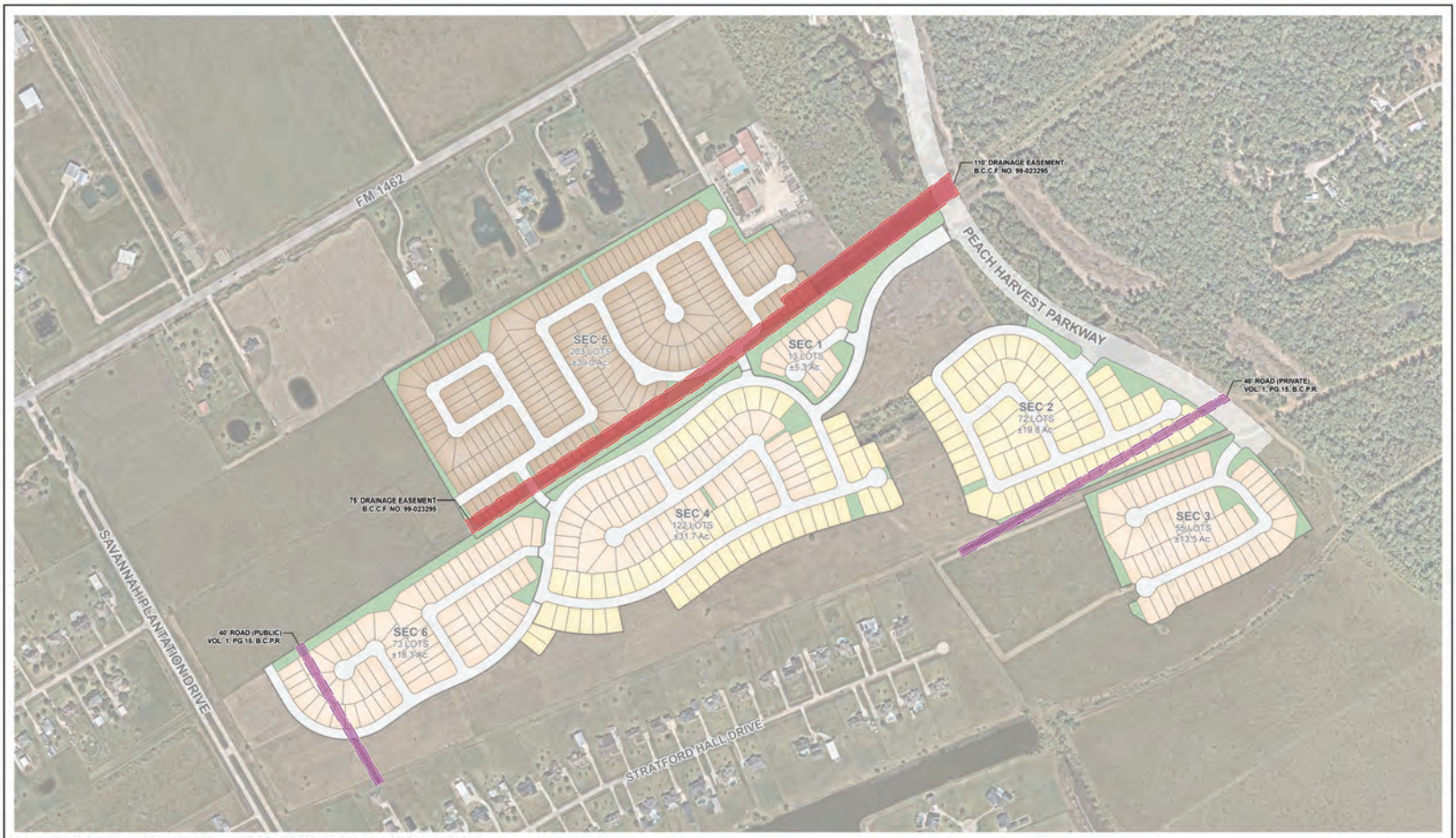
NOTE: THIS EXHIBIT IS FOR GRAPHICAL PURPOSES ONLY IN RELATION TO THE PROPOSED EASEMENT(S) SHOWN HEREON AND MAY NOT SHOW ALL RECORDED EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT. THIS IS NOT A BOUNDARY SURVEY NOR SHALL IT BE CONSTRUED IN ANY WAY AS A BOUNDARY SURVEY.

BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106500
Copyright 2025

EXHIBIT OF A PROPOSED
5.912 ACRES
DRAINAGE ESMT. ABANDONMENT
SITUATED IN THE
FRANCIS MOORE SURVEY, A-100
BRAZORIA COUNTY, TEXAS

Scale:	Job No.:	Date:	Drawing:
1" = 300'	15922-00	11/2025	1 OF 1

G:\0001\5922-00\SV\04_Finals\Drawings\4ESMT_EX1.dwg, 12/2/2025 4:09 PM, Heather Zovesky



EASEMENT ABANDONMENT EXHIBIT

WALTON ALVIN TRACT

BRAZORIA COUNTY, TEXAS

DECEMBER 15, 2025

BGE #15922-00

BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-558-8700
www.bgeinc.com

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PROPOSED DRAINAGE & DETENTION EXHIBIT

WALTON ALVIN TRACT

BRAZORIA COUNTY, TEXAS

DECEMBER 15, 2025

BGE #15922-00

BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-558-6700
www.bgeinc.com

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **3/10/2026**

Issuance of OSSF Permit within Brazoria County Freshwater Supply District #1 (BCFWSD #1) Boundaries - (Precinct 4)

On February 12, 2026, the Brazoria County Freshwater Supply District #1 (BCFWSD #1) submitted a letter to the Brazoria County Environmental Health Department requesting issuance of an On-Site Sewage Facility (OSSF) permit within the BCFWSD #1 boundaries.

An OSSF permit application was received February 11, 2026, for a property at 3838 Sunrise Lane, Damon, TX, owned by Nuevo Orizonte Homes, LLC, Dario Xum.

The Court finds it appropriate to approve the issuance of an OSSF permit for 3830 Sunrise Lane, Damon, TX as requested by the BCFWSD #1.

Further, that a certified copy of this order be delivered to the Director of the Environmental Health Department.

Jodie Vice

From: BCFWSD#1 Office <office@bcfwsd1.org>
Sent: Monday, February 9, 2026 2:36 PM
To: Bobbi Ludwig; rochasconstruction2016@gmail.com; Jodie Vice; EH INSPECTOR; BCFWSD#1 Office
Subject: [EXTERNAL] 3838 Sunrise - Request for OSSF waiver- BCFWSD1
Attachments: 3838 Sunrise Design Package.pdf; 3838 sunrise.docx

Good morning all,

Please find attached a design package for an OSSF waiver request from Rocha Construction within BCFWSD1 boundaries.
Also attached is a letter from BCFWSD1 requesting the OSSF waiver. If possible the district would appreciate it if this can be added to a CC upcoming meeting.

Please note that the customer still needs to complete a building permit with the county and any other permit/ permit fees that may be needed from Brazoria County Environmental.
If there is anything else needed from the district please let us know.

Kind regards,

Mary Jones
979-327-2728

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Jodie Vice

From: BCFWSD#1 Office <office@bcfwsd1.org>
Sent: Thursday, February 12, 2026 9:54 AM
To: Hector Rocha; BCFWSD#1 Office
Cc: Jodie Vice; Bobbi Ludwig; EH INSPECTOR; dariobenito20@gmail.com
Subject: Re: [EXTERNAL] 3838 Sunrise - Request for OSSF waiver- BCFWSD1
Attachments: Copy of 3838 sunrise.docx.pdf; 3838 Sunrise Provisional water permit nuevo horizonte homes dario jr.docx

All,

Please find attached, updated waiver and water permit from BCFWSD1.

Thanks

Brazoria County Fresh Water Supply District #1
223 Mulcahy
P.O. Box 237
Damon, Tx 77430
12 February 2026

PROPERTY OWNER: Nuevo Horizonte Homes (Dario Jr) 346-714-5240
PROPERTY ADDRESS: 3838 SUNRISE, DAMON TX 77430

To Whom It May Concern:

Brazoria County Fresh Water Supply District #1 is requesting an OSSF waiver for a septic system installation permit to be granted for a property located within district boundaries. The property address has been given as 3838 Sunrise, Damon, Tx 77430.

Brazoria County Fresh Water Supply District #1's consideration in asking for this waiver is based on knowledge that although this particular lot mentioned above is within district boundaries, due to the location and elevation of the parcel and the new single family home, installation of the customer's ww service line would cause backflow of waste water on the current gravity fed line and may potentially cause future maintenance issues or other problems for this property and current customers on the system in that area.

The district board appeals to the Commissioners Court for help in granting this waiver.

Kind Regards,

Mary Catherine Jones
BCFWSD#1 General Manager
979-327-2728

BRAZORIA COUNTY FRESH WATER SUPPLY DISTRICT #1
223 MULCAHY ST
DAMON TX 77430
979-327-2728

WATER PERMIT- PROVISIONAL

February 12, 2026
PERMIT #02122026

FEBRUARY 12, 2026

To Whom It May Concern:

Nuevo Horizonte Homes- Dario Jr., is approved by Provisional Permit #02122026 as a customer of BCFWSD#1 for water service installation at the address of 3838 SUNRISE, DAMON TX 77430.

This permit is valid as of the issuance date of 02/12/2026.

Please contact the district with any questions.

Kind Regards,

Mary Catherine Jones
BCFWSD #1
General Manager
979-327-2728

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **3/10/2026**

Out of State Travel

The Court approves the out of state travel request for our PHEP (Public Health Emergency Preparedness) Manager to attend the “Healthcare Leadership for Mass Casualty Incidents” course scheduled for April 26 to May 2, 2026 in Anniston, Alabama. This is to enhance knowledge of all-hazards disaster-planning response and recovery functions and enhance his ability to assist during large-scale incidents. Cost of the course is covered 100% by FEMA; no County funds will be expended for this course.

Cathy Sbrusch

From: Matthew Grout
Sent: Monday, February 23, 2026 2:49 PM
To: Cathy Sbrusch
Subject: Healthcare Leadership in Mass Casualty Incidents course: HCL MGT-901 (corrected)
Attachments: Healthcare Leadership for Mass Casualty Incidents v1.docx

Importance: High

Ma'am,

Attached is the summary of the ICE (HCL): MGT-901 course "Healthcare Leadership in Mass Casualty Incidents"
For the court:

Healthcare Leadership for Mass Casualty Incidents: MGT-901
 # Employees: 1 (PHEP Manager)
Dates: 26 APR – 02 MAY
Cost of travel and registration (all costs) meals too: $900 (Paid by FEMA)
- Air: $450 (Paid by FEMA)
- Hotel: FREE (Army Lodging at Ft. McClellan provided by Center for Domestic Preparedness On-Base Lodging Office)
- Meals: $450 (Paid by FEMA)
- Registration: FREE (No Cost to Register)
Funds from FEMA vs County: Fully funded by FEMA
Reason: Attendance at *Healthcare Leadership for Mass Casualty Incidents (MGT-901)* will directly strengthen Brazoria County's all-hazards disaster preparedness and healthcare surge coordination capabilities. This FEMA-funded course focuses on mass casualty leadership, Hospital Incident Command System integration, medical surge planning, interagency coordination, supply distribution, and risk communication during CBRNE incidents, natural disasters, and pandemics . As PHEP Manager, this training will enhance my ability to coordinate healthcare partners, integrate public health into unified command structures, and lead response efforts during large-scale incidents. It has been strongly recommended that I complete this training prior to the World Cup events in June–July to ensure our county is fully prepared for potential surge and mass casualty scenarios. The course is fully funded by FEMA, resulting in no cost to the County.

Matthew Grout
Brazoria County Health Department (BCHD)
Public Health Emergency Preparedness (PHEP) Manager
MatthewG@brazoriacountytx.gov
(o): 979-864-1938
(c): 979-235-0257

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FEMA | Center for Domestic Preparedness

Healthcare Leadership for Mass Casualty Incidents

HCL MGT-901 • 32 Contact Hours

Overview

Location: Center for Domestic Preparedness: Fort McClellan, Anniston AL.
Course Date: 4/26/26 – 5/2/2026
Contact Information: Center for Domestic Preparedness
61 Responder Dr.
Anniston AL, 36205
1-866-213-9553
fema.gov | dhs.gov | usa.gov

Course Overview:
Healthcare Leadership for Mass Casualty Incidents is a four-day course that addresses disaster preparedness at the facility and system level. Healthcare leaders must be prepared for any incident that results in multiple casualties, whether it is the result of a natural disaster; an accidental or intentional release of a chemical, biological, radiological, nuclear, or explosives (CBRNE) hazard; or a disease outbreak that results in an epidemic or pandemic. This course focuses on preparing healthcare leaders to make critical decisions in all-hazards disaster emergency preparedness activities. Responders learn essential disaster-planning response and recovery functions through lecture/discussion format that are then applied in a tabletop exercise and a two-day functional exercise.

Below are some, but not all, of the critical skill sets learned during this training program:

- Clarify healthcare emergency management roles and responsibilities in the disaster life-cycle process — mitigation, preparedness, response, and recovery — for all-hazards disasters.
- Identify key partners in disaster preparedness, their roles, and interrelationships in responding to a disaster.
- Relate the use of the Incident Command System in the healthcare system through Hospital Incident Command System (and the Public Health Incident System.
- Illustrate roles and responsibilities in obtaining and distributing medical supplies in a disaster situation.
- Illustrate the difficult decisions that healthcare leaders face regarding palliative care and mass-fatality management.
- Summarize the development of emergency public information and risk communications messages.
- Differentiate requirements for types of decontamination procedures and facilities, in addition to personal protective equipment to be used in healthcare facilities for a variety of hazards.

- Describe the various concepts associated with the disaster-planning process.
- Identify important aspects of Noble, U.S.A., and roles of the functional areas in the exercises.
- Apply Comprehensive Emergency Management to a disaster-response situation
- Apply the concepts of healthcare disaster planning.
- Summarize the role of healthcare response in an all-hazards disaster.
- Conduct healthcare response to a disaster.
- Respond to a healthcare all-hazards disaster.

Target Audience

- Hospital executive group — Senior executives who have ultimate legal and overall fiduciary responsibilities for the institution;- Mid-level management — Those who have responsibility for activating the disaster plan;
- Patient services group — Senior patient care services leadership who are responsible for the following: organizing and delivering patient care services and resources; maintaining a patient-tracking system; assuring the treatment of inpatients and managing the inpatientcare areas; and controlling discharge procedures
- Emergency Department (ED) group — Those responsible for overall clinical and administrative management of the ED resources;
- Physical plant operations group — Those responsible for the physical plant and its environment;
- Emergency Medical Services (EMS) — Those responsible for authorizing policy and/or participating in the formation of policy that determines the response of EMS resources to a disaster;
- Public health group — Those responsible for authorizing policy and/or participating in the formation of policy that determines the public health response to a disaster; and
- Other patient care — Patient-support areas may be represented, including infection control, chaplains, social workers, legal, and others.

Prerequisites and Requirements

To be eligible for the course, the student must successfully complete the following courses:

- IS-100.c, Introduction to Incident Command System for Healthcare/Hospitals, IS-100;
- IS-200.c, ICS for Single Resources and Initial Action Incidents
- IS-700.b, National Incident Management System, An Introduction, IS-700; and
- IS-800.c, National Response Framework, An Introduction, IS-800.
- Recommend completion of ICS-300, Intermediate ICS for Expanding Incidents.

Continuing Education Credits

FEMA | Center for Domestic Preparedness

The Center for Domestic Preparedness (CDP) is an Accredited Provider (AP) of Continuing Education Units (CEU) and is authorized to award the following CEUs for successful completion of this activity:

- ABN (Alabama Board of Nursing) - 3.2 CEUs
- ACCME (Accreditation Council for Continuing Medical Education) in Joint Providership agreement with the University of Alabama School of Medicine (UASOM) - 3.2 CEUs
- IACET (International Association of Continuing Education and Training) – 3.2 CEUs
- CAPCE (Commission on Pre-Hospital Continuing Education) - 3.2 CEUs

Schedule

HCL ICE (HCL)
4/26 – 5/2/2026

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **3/10/2026**

New Position - Constable Precinct 2

Upon request by Constable Precinct 2 Willie Howell, approve a new full-time deputy constable position, at a grade 38, step 7, to be effective April 1, 2026. This request is for the general fund and will require additional funding of approximately $53,677.00 for salary and benefits through the remainder of the FY26 budget.

BRAZORIA COUNTY CONSTABLE PCT. 2
CONSTABLE WILLIE HOWELL
7313 CORPORATE DRIVE, SUITE 117
MANVEL, TEXAS 77578
(979) 864-2491 / (281) 756-2491

To: Brazoria County Commissioners Court
County Judge Matt Sebesta

Re: Personal Request

Constable Office Pct. 2 respectfully requesting a full time Deputy Constable at a grade 38 step 7 ($77,415.00) midyear to start April 1, 2026.

Due to the increase in paper service, mostly evictions and writs of possessions which are very time consuming, it is putting strain on the 3 full-time deputy's working. With new time restraints which took effect September 1, 2025, limiting the time to have their papers served.

In the 2025 – 2026 budget my department lost 2 paid reserve positions #00001887 and #00001941. These were 2 unfiled reserve positions. I also have 2 spots filled #00001942 and #00001848 which are filled at this time and can be used to help with the cost by moving this to non-paid reserves.

Thank you Sirs!!

William Howell III
Constable, Pct. 2
7313 Corporate Drive, Suite 117
Manvel, Texas 77578
Office 281-756-2491
Cell 979-313-8002 / 979-236-1296
willieh@brazoriacountytx.gov

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **3/10/2026**

Construction License Agreement with United States Army Corps of Engineers (USACE)

Upon recommendation from Parks Director, Bryan Frazier, Brazoria County Commissioners Court approves an agreement with the United States Army Corps of Engineers to acquire a license for construction on a public boat ramp on Chocolate Bayou.

Further, that the County Judge be authorized to sign related documents on behalf of Brazoria County, after review and approval by the District Attorney's Office Civil Division.

A certified copy of Court Order shall be sent to Brazoria County Parks Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **3/10/2026**

Amendment to General Land Office (GLO) Agreement for Surfside Jetty Park Project

Upon recommendation from Parks Director, Bryan Frazier, Brazoria County Commissioners Court approves the attached amendment to the Coastal Management Program Agreement with the General Land Office. This amendment is a zero-cost change for the County.

Further, that the County Judge be authorized to sign related documents on behalf of Brazoria County, after final review and approval by the District Attorney's Office Civil Division.

A certified copy of Court Order shall be sent to Brazoria County Parks Department.

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

AMENDMENT NO. 1 TO
GLO CONTRACT NO. 25-003-010-E703

THE GENERAL LAND OFFICE (the "GLO") and **BRAZORIA COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 25-003-010-E703 (the "Contract"), desire to amend the Contract.

WHEREAS, the Parties desire to extend the term of the Contract; and

WHEREAS, the Parties desire to delete and replace the Work Plan and Budget; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SECTION 3.01(b)** of the Contract is amended to reflect a termination date of **June 30, 2027**.

2. **ATTACHMENT A** to the Contract, **WORK PLAN AND BUDGET**, is deleted in its entirety and replaced with the **REVISED WORK PLAN AND BUDGET**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.

3. This Amendment shall be effective upon the date of the last signature.

4. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO GLO CONTRACT NO. 25-003-010-E703

GENERAL LAND OFFICE

Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: _____

BRAZORIA COUNTY

Name: Matt Sebesta, Jr.

Title: Brazoria County Judge

Date of execution: _____

OGC Initial

PM DS

DIR DS

DGC DS

GC DS

DCC DS

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1: REVISED WORK PLAN AND BUDGET

In Process

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

REVISED WORK PLAN AND BUDGET

Project Name: Surfside Jetty County Park Waterfront Revitalization ("Project")
Subrecipient: Brazoria County
Reporting Frequency: Monthly
Contact: Lydia Ortiz

Project Description:
Surfside Jetty County Park fronts the Gulf of Mexico and provides recreational access to the public beach, east Freeport jetty, Freeport Ship Channel, and a natural saltwater cove (native fish and vegetation habitat). The park features a northern and southern park area, which are joined by a large footbridge that spans the saltwater cove, and is a centerpiece of the park when it is operational. In 2012, Brazoria County was awarded CMP Cycle 14 grant funding to reconstruct the footbridge, enhance existing walking trails, and install interpretive signage. Brazoria County successfully completed the project, and the park improvements were enjoyed by the public for years. However, during Hurricane Laura in 2020, the foundation of both the southern and northern sides of the footbridge were washed away, making it inaccessible and unsafe. Brazoria County would like to make improvements to the Surfside Jetty County Park to provide access for the hundreds of park visitors to an additional parking area, and to additional restroom facilities and palapas along the Freeport Ship Channel. Completion of the proposed tasks will help to alleviate overcrowding of the southern end by allowing pedestrian access to the northern side of the park, which provides a walking trail and signage that was installed using CMP Cycle 14 grant funding.

Subrecipient will use CMP Cycle 29 funds to (1) stabilize the embankment of the existing natural cove, (2) procure engineered drawings for future reconstruction of the existing footbridge to meet Americans with Disability Act (ADA) standards, (3) resurface existing walking trail and install approximately 100' of new trail and (4) install interpretative signage Surfside Jetty County Park. Subrecipient has completed engineered designs and has submitted the Project's US Army Corps of Engineers permit application. However, it has been determined that the footbridge must move inland to mitigate future storm damages. Subrecipient will add interpretative signage to the reconstructed footbridge and on the existing observation tower located at the park. The Subrecipient will repair and secure the cove bank to allow access to the water for kayak launching. The Subrecipient will select building materials according to how well they withstand the coastal environment, ensuring a longer life span of the structure.

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

Project Budget:

	CMP	Subrecipient	Third Party	Project Totals
Salaries	$0.00	$33,428.00	$0.00	$33,428.00
Fringe	$0.00	$16,911.00	$0.00	$16,911.00
Travel	$0.00	$0.00	$0.00	$0.00
Supplies	$33,000.00	$0.00	$0.00	$33,000.00
Equipment	$0.00	$0.00	$0.00	$0.00
Contractual	$357,000.00	$216,328.00	$0.00	$573,328.00
Other	$10,000.00	$0.00	$0.00	$10,000.00
Subtotal	**$400,000.00**	**$266,667.00**	**$0.00**	**$666,667.00**
Indirect	$0.00	$0.00	$0.00	$0.00
Total	**$400,000.00**	**$266,667.00**	**$0.00**	**$666,667.00**

Special Award Conditions:

1. Subrecipient must complete the Project as described in this Work Plan.
2. The GLO and/or NOAA must approve, via written amendment to the Contract, any changes in the scope of work or budget requests that change the total Project cost.
3. Subrecipient must print CMP and NOAA logos, including appropriate acknowledgment statement, on all education/outreach materials, signs, final reports and/or publications.
4. Subrecipient must share data in the manner specified in the Contract.
5. Subrecipient must coordinate with the GLO and receive written approval prior to issuing press releases, conducting media events, or otherwise engaging in media related communications for this Project.

Task 1: Construction Contractor

Subrecipient will solicit bids for a construction contractor ("Contractor") to (1) stabilize the embankment of the existing natural cove and (2) demolish the existing footbridge to meet Americans with Disability Act (ADA) standards. Subrecipient will tabulate bids and execute a contract with the Contractor. Subrecipient will obtain a permit from the US Army Corps of Engineers (USACE) to install the riprap using non-project funds.

Task 1 Deliverables:

1. Copy of USACE permit
   Due Date: 11/30/2024
2. Construction bid packages, including technical specifications and construction renderings
   Due Date: 11/30/2024
3. Copy of request for proposals
   Due Date: 11/30/2024
4. Bid tabulation
   Due Date: 12/31/2024
5. Executed construction contract (Contractor)
   Due Date: 02/28/2025

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

Task 2: Construction

Contractor will prepare the site for embankment construction and footbridge demolition by clearing the site of debris and vegetation. Contractor will also install a temporary cofferdam to ensure the project is compliant with stormwater pollution prevention measures while completing construction activities. Contractor will restore and secure the natural cove's bank by adding fill dirt and riprap to the shoreline, according to the engineered drawings, to prevent further washout during future weather events. Contractor will demolish the footbridge

Task 2 Deliverables:

1. Photos before, during, and after clearing
   Due Date: 03/31/2025
2. Photos before, during, and after cofferdam installation
   Due Date: 04/30/2025
3. Photos of restored embankment
   Due Date: 06/30/2025
4. Photos of demolished footbridge
   Due Date: 08/31/2025

Task 3: Trails

Subrecipient will resurface existing trail and install approximately 100' of new trail to allow access to the cove.

Task 3 Deliverables:

1. Photos before, during, and after trail work
   Due Date: 12/31/2025

Task 4: Signage

Subrecipient will install temporary CMP signage at the site during construction. The GLO will provide permanent CMP signage, which the subrecipient will install at the project site following construction. Subrecipient will develop interpretive signage, which will inform patrons of coastal issues, to be installed at Surfside Jetty County Park. Subrecipient will install signage on the reconstructed footbridge and at the existing observation tower. Subrecipient will submit a draft layout of the interpretative signage for GLO approval before printing the signage.

Task 4 Deliverables:

1. Photos of installed temporary CMP signage
   Due Date: 02/28/2025
2. Draft layout of the interpretative signage
   Due Date: 7/31/2026
3. Photos of installed interpretative signage
   Due Date: 10/31/2026
4. Photos of installed permanent CMP signage
   Due Date: 02/28/2027

In Process

Docusign Envelope ID: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51

Task 5: Project Monitoring & Reporting

Subrecipient will prepare and submit all reports, deliverables, and requests for reimbursement as required in the contract, to CMPReceipts@GLO.TEXAS.GOV. Monthly progress reports and requests for reimbursement are due to CMPReceipts@GLO.TEXAS.GOV on the 10th day of every month of the year starting with November 10, 2024. The final report will summarize the work completed under each task and photos of the completed Project.

Task 5 Deliverables:

1. Monthly progress reports and requests for reimbursement
   Due Date: Ongoing until 06/30/2027
2. Draft final report
   Due Date: 06/15/2027
3. Final report
   Due Date: 06/30/2027
4. Project closeout form
   Due Date: 06/30/2027

Performance Evaluations

CMP staff will conduct quarterly performance evaluations of subrecipients to examine project progress and adherence to the 18-month completion timeline. Evaluations will be conducted under the following terms.

- **3-Month Evaluation (January 15, 2025)**
  - Subrecipients that did not submit the initial progress report and reimbursement request and do not show progress toward establishing the framework of their project will be identified by the CMP project manager ("PM").
- **6-Month Evaluation (April 15, 2025)**
  - If the CMP PM determines the Project is behind schedule or is making insufficient progress, i.e. Deliverables and reporting are late, the CMP PM will contact Subrecipient via phone or email to revise Deliverable due dates and determine a method for getting the Project completed within the remaining Contract period.
  - Subrecipients working on 306A projects with NOAA SAC requirements must provide the required SAC documentation at this time.
    - If the SAC documentation is not available, CMP staff may request a one-time SAC extension from NOAA. This extension is for a maximum of three (3) additional months.
- **9-Month Evaluation (July 15, 2025)**
  - If the Project had late reporting or Deliverables at the previous two (2) evaluations, the Project will be placed on a Performance Improvement Plan (PIP).
    - This will include more frequent check-ins with the CMP PM and a revised Deliverable schedule with Deliverables broken down into smaller pieces.
  - Reimbursement request will be held for payment until the PIP is in place.

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  - **Subrecipients performing 306A projects with SACs must provide all required SAC documentation at this time. If the SAC documentation is unavailable, the Project may be terminated.**
- **12-Month Evaluation (October 15, 2025)**
  - If the Project is not adhering to the PIP and not demonstrating significant efforts to correct compliance issues, the GLO will consider the Project for termination and will issue a Notice of Deficiency to the project's Authorizing Official.
  - **Subrecipients can request a one (1) time extension.**
  - GLO will withhold payment on Subrecipient's reimbursement requests until GLO
  - receives all outstanding documents and Deliverables.
- **15-Month Evaluation (January 15, 2026)**
  - GLO will closely examine projects with PIPs to ensure the PIP is being adhered to and the project is on track.
  - GLO may terminate the Project if the Project has significantly failed to adhere to the PIP.
  - GLO will withhold payment on Subrecipient's reimbursement requests until GLO receives all outstanding documents and Deliverables.
- **18-Month Evaluation (March 31, 2026)**
  - The Project must be complete. Incomplete projects may be terminated.

Certificate Of Completion

Envelope Id: 54EB0AAD-1715-4CBB-A6D1-CBCC1FA16F51
Status: Sent
Subject: $0 Amendment No. 1: 25-003-010-E703 Brazoria County (Texas GLO)
Source Envelope:
Document Pages: 12
Signatures: 0
Certificate Pages: 4
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Adrianna Segura
1700 Congress Ave
Austin, TX 78701
adrianna.segura@glo.texas.gov
IP Address: 136.226.12.51

Record Tracking

Status: Original
2/10/2026 6:57:53 AM
Holder: Adrianna Segura
adrianna.segura@glo.texas.gov
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Signer Events	Signature	Timestamp
Clinton Lloyd Clinton.Lloyd@glo.texas.gov Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.216	Sent: 2/10/2026 10:03:05 AM Viewed: 2/10/2026 10:04:07 AM Signed: 2/10/2026 10:06:10 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jessica Chappell jessica.chappell@glo.texas.gov CMP Project Manager Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.68	Sent: 2/10/2026 10:06:12 AM Viewed: 2/10/2026 10:24:58 AM Signed: 2/10/2026 10:26:15 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Julie McEntire julie.mcentire@glo.texas.gov Director of Grant Programs Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Drawn on Device Using IP Address: 136.226.13.62	Sent: 2/10/2026 10:26:18 AM Viewed: 2/10/2026 11:45:34 AM Signed: 2/10/2026 11:45:42 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.48	Sent: 2/10/2026 11:45:45 AM Viewed: 2/10/2026 11:48:19 AM Signed: 2/10/2026 11:48:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

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Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.173	Sent: 2/10/2026 11:48:52 AM Viewed: 2/10/2026 11:57:21 AM Signed: 2/10/2026 11:58:05 AM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	 Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.89	Sent: 2/10/2026 11:58:09 AM Viewed: 2/10/2026 12:10:54 PM Signed: 2/10/2026 12:11:08 PM
Matt Sebesta, Jr. matts@brazoria-county.com Brazoria County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 2/10/2026 12:11:10 PM Viewed: 2/12/2026 8:24:23 AM
Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 7:03:46 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/10/2026 7:03:46 AM

In Process

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Lance White lance.white@glo.texas.gov Manager, Contracts Management Department Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 7:03:46 AM
Adrianna Segura adrianna.segura@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 7:03:47 AM
Clay Sebek Clay.Sebek@glo.texas.gov Team Lead, General Contracts, CTCM, CTCD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 7:03:47 AM Resent: 2/10/2026 10:03:04 AM
Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 11:45:44 AM Viewed: 2/10/2026 11:55:51 AM
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/10/2026 11:45:44 AM
Thao Linh Phan Linh.Phan@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

In Process

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2026 7:03:47 AM
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Envelope Updated	Security Checked	2/10/2026 10:03:03 AM
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Envelope Updated	Security Checked	2/10/2026 10:03:04 AM
Envelope Updated	Security Checked	2/10/2026 10:03:04 AM

Payment Events	Status	Timestamps

In Process

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **3/10/2026**

Renewal of Property Insurance

Approve the renewal of property insurance with Arthur J. Gallagher Risk Management Services for the period of March 31, 2026, to March 31, 2027, at a total price not to exceed $1,409,500.47.

Further that the County Judge be authorized to sign any and all documents necessary for the renewal period.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **3/10/2026**

Renew RFP #24-20 On-Call Administration and Technical Services for HUD Funded Community Development Projects

Approval to renew “RFP #24-20 On-Call Grant Administration and Technical Services for HUD Funded Community Development Projects” with the following vendors, for a third (3rd) year of a three (3) year contract per the terms, conditions and commission rate of the current contract which is set to expire on April 22, 2026.

- Langford Community Management Services of Liberty Hill, Texas
- GrantWorks, Inc., of Austin, Texas
- CRI Advisors, LLC of Metairie, Louisiana

The renewal term shall be April 23, 2026 to April 22, 2027.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **3/10/2026**

Proposal for Digitization of Historical Case Files - District Clerk

Upon file review by the District Attorney's Office - Civil Division, approve the agreement and proposal from Kofile Technologies, Inc. utilizing the State of Texas TxMAS cooperative contract #TxMAS -23-92001 for digitization of historical Case Files for the District Clerk's Office, per the attached proposal.

The amount of the proposal is $298,270.50 and will utilize the District Clerk's Consolidated Records Management funds, DCSB41 - 520000 (Operating) 38360 17000.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

February 2, 2026

Susan Serrano
Brazoria County | TX

District Clerk Historical Case Files

Powering Modern Government™

Billy Gerwick
(832) 373-9124
billy.gerwick@kofile.com
6300 Cedar Springs Road
Dallas, TX 75235

Kofile
Powering Modern Government

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COMPANY OVERVIEW

History

At Kofile, we do not just preserve and digitize records—we modernize governance. Our solutions streamline workflows, enhance security, and provide seamless public access, ensuring that critical records are protected for future generations. With a deep commitment to partnership with our clients, we help organizations navigate digital transformation with confidence. Kofile is the only ally you need to build efficiency, security, and lasting impact.

Kofile: A History of Innovation and Preservation
1888 - The Formative Years
Enduro Binders, Inc., established in 1888 and acquired by Kofile in 2009, has been granted several patents over the years. Notable patents include:

- **Kofile Disaster-Safe Document Binder** (Patent No. 10,160,255, issued December 26, 2018): acts as a mini-vault to protect records from air, water, fire, mold, or other contaminants. Binders are customizable and can be title stamped to leave a permanent mark on history.
- **Lay-flat Pockets** (Patent No. 7,943,220, B1, issued May 17, 2011): are sealed on three sides and have a static seal on the fourth side preventing contamination thereby reducing risk of mold and mildew growth of preserved documents. The static seal is not permanently closed so documents can be removed without the need to replace the pocket.

Founding Kofile (2009-2011)
Kofile was established in **2009**, bringing together the industry's best practices and most experienced personnel in historical and permanent U.S. public records management. In **2011**, Kofile's original owner purchased the former Microfilm Division of Eastman Kodak (formerly located in Rochester, NY) and renamed it Eastman Park Micrographics, Inc. (EPM). This acquisition solidified Kofile's expertise in film preservation and digital imaging, making it the **largest critical records preservation and digitization company in the United States**.
Kofile is comprised of some of the oldest and **most experienced** private firms specializing in public records preservation:

- **Joseph J. Marotti Co., Inc.**– Founded in **1961**, operated under that name for **48 years**.
- **Brown's River Bindery**– Founded in **1972**, operated under that name for **37 years**.
- **Louisiana Binding Service, Inc. (LBS)**– Founded in **1987**, operated under that name for **24 years**.
- **Safeguard Imaging, LLC**– Founded in **2009**, purchased and renamed **Kofile Solutions, Inc.** in **2010**, providing digitization and indexing services. In **2015**, this company merged into Kofile.
- **PFA, Inc.**– Founded in **1969**, operated under that name for **50 years**, purchased and renamed **Kofile Services, Inc.** in **2019**. In **2021**, this company merged into Kofile.

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Expansion and Technology Growth (2015-2019)
Between **2015 and 2019**, Kofile expanded its solutions for government recordkeeping, launching **licenses, permits, and vitals solutions** with improved citizen access and search capabilities. A major milestone was reached in **2016** when Kofile deployed the **first cloud-architected official government records solution** in the U.S.

In **2018**, the company launched a **new cloud commerce platform** and updated its land and property records solutions. By **2019**, Kofile had expanded its cloud recording platform to multiple states, demonstrating a commitment to digital transformation in records management.

Strategic Acquisitions and Growth (2020-2022)
On **January 29, 2020**, Boston-based investment firm **Audax Private Equity** acquired Kofile, providing capital and resources to accelerate its growth and acquire Data Preservation Services and Seamless Docs.

In **2022**, Kofile purchased **Eastman Park Micrographics, Inc. (EPM) Lab Services**, bringing microfilm processing, duplication, and inspection fully under its control.

Recent Developments and Leadership Changes (2023-Present)
In **2024**, Kofile announced leadership changes with **Ray Aschenbach as CEO**. The shift aimed to enhance execution, accelerate innovation, and drive long-term business growth.

Kofile Today
- Kofile employs **over 500 employees** across the U.S.
- It remains a privately owned corporation under **Kofile, Inc. (100% owner)**.
- With a legacy built on **preserving historical records and embracing digital transformation**, Kofile continues to **modernize government services through expertise, innovation, and technology**.

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Company & Employee Profile

Organization Legal Name	Kofile Technologies, Inc.
Type of Business	Corporation
Ownership	Owned 100% by Kofile, Inc. (Private Holding Company)
Tax ID	26-4034328
State/Date of Incorporation	1/8/2009 Delaware
SAM.GOV UEI No.	GUUCEJ3BYEB4
Principal Place of Business	Corporate Digitization & Conservation Lab 6300 Cedar Springs Road, Dallas, TX 75235
Mailing Address	P.O. Box 541028, Dallas, TX 75354
Region Serviced	National Company
Employee Count	Companywide: 500+ Permanent Employees Micrographics & Digitization Lab: Sun Valley, CA: Staffed by 34 Employees (with others working remotely within the State, supporting this Lab)
Website	www.Kofile.com
Organization Representative Name(s) and Contact Information	Authority to Bind: Zach Horn Authority to Clarify Proposal: Billy Gerwick billy.gerwick@kofile.com (832) 373-9124

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Experience

Kofile is dedicated to preserving and protecting America's public records, serving over 3,000 government clients across 33 states. With decades of experience, Kofile has successfully completed tens of thousands of projects, from small-scale local initiatives to large-scale records preservation and digitization for major metropolitan areas.

Kofile's expertise spans permanent retention, historical, and active records for a wide range of government and public entities, including Auditors, Elections Offices, County and District Clerks, Assessors, Recorders, Courts, District Attorneys, Tax Assessors, Sheriffs, and Judges. Whether for small municipalities or large metropolitan areas, Kofile delivers tailored solutions to meet the unique needs of each client.

Key Differentiators

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including Bexar County (San Antonio), LA County (Los Angeles), Dallas County (Dallas), Wayne County (Detroit), and Harris County (Houston)
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery

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Our Commitment to the Future

- **Cloud-based digital access platform**: Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic Hub℠**: An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity**: Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data**: You retain full control of your records and digital files at all times
- **Secure transport and chain of custody**: DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols**: Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach**: Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery

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SERVICES

Kofile is a national leader in the preservation, digitization, and modernization of public records. We partner with government agencies to protect and transform their most valuable documents through archival-safe preservation, digitization, and accurate indexing services. Our expertise extends to the conversion of microfilm and microfiche, ensuring long-term access to aging media formats. Kofile also offers a suite of complementary products and solutions—including our proprietary digital access platform, custom shelving systems, and patented lay-flat mylar sleeves and archival binders—designed to enhance records organization, accessibility, and security. With decades of experience and a commitment to excellence, Kofile delivers scalable, end-to-end solutions tailored to the evolving needs of public agencies.

IMPLEMENTATION METHODOLOGY

Kofile follows a structured, client-centered implementation approach designed to ensure accuracy, transparency, and minimal disruption to your organization's operations. Kofile will work to align scope, timelines, technical requirements, and key stakeholders during the initiation phase of the engagement. Our teams conduct thorough assessments of record conditions, formats, and retention needs to define the most effective path forward—whether the project involves digitization, indexing, microfilm, or preservation.

Throughout execution, we maintain chain-of-custody tracking, rigorous quality control, and real-time progress updates via secure platforms. Services are delivered through a combination of on-site and facility-based workflows, depending on client needs, and all deliverables are validated prior to handoff. Kofile's methodology ensures that each project is compliant, scalable, and built to meet both immediate access goals and long-term archival standards.

SCOPE OF WORK

Archival Imaging

- Images are captured at 300 dpi in greyscale to ensure optimum contrast, legibility, and flexibility for further image enhancement when required.
- Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)

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- Capture verification.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- Documents are named by Book/Volume/Page or Case Number
- Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).

Custom Indexing Service

Kofile will capture index values from the information on the image of the document. Index values will be captured from a suitable source document image that allows for accurate capture from the image and will be associated with the corresponding digital images.

Index Fields

The following index fields will be captured from the first page of each document:

- 1st Plaintiff
- 1st Defendant
- Case Number
- Date

Indexing Assumptions and Standards

- All documents and index fields to be captured are Handwritten.
- Index information is present on the front side of the first page of each document.
- Metadata (index) formatting will conform to the requirements of the Client's designated record-keeping or content management system.
- Images provided or produced will be of sufficient source quality and clarity to meet quality standards necessary to enable capture from image indexing.
- Default values will be captured for missing, illegible, or illogical fields.
- Index capture is limited to the defined fields, character limits, and scope described herein. Any changes to index fields, character limits, formatting rules, or document structure may require a change order.

Flat File Preservation

- Inspect and log each item upon receipt.
- Separate case files by hand into singular sheets.
- Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
- Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
- Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets with Kofile's proprietary solution Bookkeepers®.

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- Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket•.
- Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

TRANSPORTATION & FACILITIES

Kofile prioritizes security and accountability at every stage of records management. From GPS-tracked, DOT-compliant transportation to strict chain-of-custody protocols, we ensure records remain protected and meticulously tracked. Our permanent, climate-controlled facilities feature advanced security systems and archival vaults, providing a secure environment for processing and preserving critical government records.

Secure Transportation

Kofile personnel pick up and transport records. Kofile will provide all supplies, materials, equipment, transportation, and related items. Additionally:

- Vehicles are DOT compliant
- Vehicle doors remain locked – including rear gate with padlock
- Include GPS

Go through a vehicle pre-check before leaving

Chain of Custody Control

Kofile's chain of custody control is unparalleled. Kofile Transportation Services monitors inventory at
the box, folder, and page level, and experts examine each item prior to any service. The chain of custody includes transport, facility security, technological safeguards, and project management tools/tracking.

State-of-the-Art Facilities

Kofile has:

- Secure, permanent facilities employing full-time, permanent employees.
- Code-compliant facilities and archival, climate-controlled vaults.
- State-of-the-art security systems.
- East, Central, and West Coast facilities servicing the entire country.

Kofile headquarters, located in Dallas, TX:

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This is a permanent 150,000 square foot facility that features:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Archival vaults (Media Vault and two Book/Paper Vaults).
- Security fences surround the property with restricted control access at each gate/door.
- State-of-the-art security systems protect the entire facility and each vault.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Brazoria County Clerk | TX					
Project Overview - Estimated Volumes and Pricing					
Record Series	**Volume**	**UOM**	**Quantity**	**Level of Service**	**Estimated Total**
DISTRICT CLERK Historical Case Files	11	Per Page	29,000	Flat File Preservation	$269,990.00
DISTRICT CLERK Historical Case Files	11	Per Image	29,000	Archival Imaging	$27,260.00
DISTRICT CLERK Historical Case Files	Box files	Per Doc	650	Custom Indexing Service	$1,020.50
Product				**Quantity**	**Estimated Total**
				PROJECT TOTAL	**$298,270.50**

PURCHASING VIA TXMAS

Please reference Contract No. TxMAS-23-92001 directly on the P.O. Kofile can prepare a Shopping Cart in TxSmartBuy so Brazoria County Clerk | TX can complete this purchase. Brazoria County Clerk | TX is billed using the following TXMAS line items:

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TXMAS BILLING LINE ITEMS						
Part No.	**NIGP**	**DESCRIPTION**	**UOM**	**UNIT PRICE**	**Qty**	**LINE TOTAL**
			Per Doc	$1.57	650	$1,020.50
IMGP702	92030	Archival Imaging Of Unbound Positive / Manuscript	Per Image	$0.94	29,000	$27,260.00
PRV701, PRV715	96272	Record Book Preservation By Page Additional/Special Preservation: Special Preservation Treatments Per Page	Per Page	$9.31	29,000	$269,990.00
					TOTAL	**$298,270.50**

BILLING

Pricing based on the assumptions and records provided by Brazoria County Clerk | TX, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

ACCESSIBILITY OF RECORDS

All records held at Kofile are maintained as private and confidential material. All physical or digital records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of Brazoria County Clerk | TX. Client is guaranteed access to records via email or toll-free fax. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate.

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PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE

Project Implementation

To initiate services with Kofile, please contact your designated Sales Representative, who will serve as your primary point of contact throughout the engagement.

Upon finalizing terms, Kofile will coordinate closely with Brazoria County Clerk | TX to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

PAYMENT TERMS

Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

PURCHASING VEHICLE

TXMAS

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

TERMS & CONDITIONS

This proposal is governed by the terms of TXMAS Contract No. 23-92001 and Kofile's Terms & Conditions attached as Exhibit A. In the event of a conflict between the TXMAS terms and the Kofile terms, the TXMAS terms will govern.

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All rights reserved.

Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

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Exhibit A

KOFILE STANDARD TERMS AND CONDITIONS
FOR GOODS AND SERVICES
Last Revised Date January 19, 2026
(Please click *here* for prior version(s))

Welcome to Kofile Technologies, Inc., ("**KOFILE**"). Kofile is a Delaware corporation with a business address of 6300 Cedar Springs Road, Dallas, Texas 75235. These Standard Terms and Conditions ("Terms") are incorporated into and a part of the contract between Kofile and a Customer under which Kofile provides services or products (collectively "Services") to a Customer. A Customer is the governmental entity or company which has executed an Agreement with Kofile for Services. Customer and Kofile may each be referred to as a "Party" and together the "Parties."

1. Agreement

Agreement means the contract between a Customer and Kofile consisting of these Terms and any proposal, purchase order, or sales order ("Proposal") signed by a Customer which incorporates these Terms. Except as agreed to in writing by the Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless the Proposal expressly states a provision (or provisions) has priority over these Terms.

2. Scope and Timing of Services

During the term of the Agreement, Kofile will provide Customer with Services outlined and set forth in the Proposal. Unless otherwise specified in the Proposal, Kofile will arrange for the transportation of the Customer records for Service as necessary. Kofile may use third parties to provide certain portions of the Services. Kofile will use commercially reasonable efforts to complete the Services within a reasonable period of time, as set forth in a Proposal, or as otherwise agreed upon in writing by the parties.

3. Term

The Agreement will become effective on the date ("Effective Date") the Proposal is fully signed by an authorized representative of both parties and will remain in effect for the term identified in the Proposal ("Initial Term"). If no term is identified in the Proposal, the Agreement will remain in effect until any of the following occurs: a) delivery of all products(s), b) completion and acceptance by Customer of Services; c) termination by either party; or d) with respect to a Data Access Solution subscription or Storage service, as outlined in the applicable Addendum (see below).

4. **Termination**

Except as set forth herein, this Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice. Kofile will use reasonable efforts not to incur additional fees upon notice of termination. Customer will be responsible for payment of all Services performed through the termination date.

5. Fees and Payment Terms

a. Fees. Customer will timely pay all undisputed amounts required under the Agreement.

b. Estimated Fees. When Kofile's Proposal provides estimated total pricing, the total is provided to Customer as a good faith estimate of total cost. Estimated pricing is based upon estimates of the condition and quantity of pages and records provided to or understood by Kofile at the time a Proposal is created. Unless expressly indicated otherwise in a Proposal, actual cost for Services is based upon the unit price for the Service(s) multiplied by the actual number of pages or records as determined during the performance of the project. As a result, actual costs incurred and invoiced may vary from estimated total pricing. Kofile will not exceed the estimated total pricing without Customer's prior written authorization.

c. Storage. The terms contained in Storage Addendum A will apply if a) the Proposal includes the provision of Storage Services or b) in the event Customer does not or cannot accept delivery of original or restored records within thirty (30) days of notice (the "Grace Period") from Kofile of its intent to deliver Customer records.

d. Payment Terms. Unless otherwise provided for in the Proposal payment of all fees is due in full upon the Effective Date of the Agreement. When an Order provides for payment upon completion of work, full or partial, invoicing will occur on the earlier of thirty (30) days from completion of the portion of the work to be invoiced or actual delivery of the work. Services resulting in digital output will be considered completed and delivered when the digital records are transmitted to a Customer system, transmitted to a system designated by the Customer, or made available to the Customer on a Kofile system as agreed upon by the parties. Customer will pay all invoiced amounts due within thirty (30) days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.

e. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use, or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.

f. Non-Payment. Kofile may suspend provision of Services to Customer if Customer does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until Customer satisfies any undisputed balance. Kofile will provide prior notice of a suspension of Service(s) pursuant to this Section.

g. Data Extracts and Loads. Customer may be required to extract or load data to or from their technology environment for Kofile to perform certain services such as indexing. Customer will coordinate data transfers with any of Customer's third-party provider(s) and will be responsible for the third-party provider's fees, if any, related to data extracts or loads.

6. Appropriation

The obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for the Service or a substitute service, Customer may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, Customer is responsible for and shall pay for all Services performed up to and including the date of termination.

7. Indemnification

Kofile shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") asserted by a third-party and arising directly out of Kofile's willful misconduct or negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.

8. Limitation of Liability

EXCEPT FOR FEES DUE UNDER THIS AGREEMENT OR CUSTOMER'S VIOLATION OF SECTION 2 (INTELLECTUAL PROPERTY) OF THE DATA-ACCESS SOLUTION ADDENDUM, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFILE IN THE MOST RECENT TWELVE (12) MONTHS.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Insurance

Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than $2,000,000.00 each occurrence, and $2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than $2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than $5,000,000.00, including coverage for Cyber/Privacy; and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements. A Certificate of Insurance confirming these coverages and limits will be provided to Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause its insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

10. Confidentiality

Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"), will be maintained in confidence by the Receiving Party except as required by law to be disclosed. Records which Customer

is required to maintain and make accessible to the public are not Confidential Information. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile confidential information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

a. Confidentiality Safeguards. Kofile will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by Customer. Kofile will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofile will be permitted to compile and use aggregated or anonymized data from certain Services for Kofile's business purposes provided Customer is not identified as the source of such data. Upon creation, Kofile will be the owner of any aggregated or anonymized data and may copy, comingle, and use such data for analytics, improving its services, or any other lawful purpose.

b. Healthcare Information. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to Kofile so the parties may determine whether a BAA is required.

11. Customer Property

All Customer property, including Records sent to Kofile by Customer will remain the property of Customer. Upon written request, Kofile will return to Customer any Customer property it may possess or control. Kofile may destroy any electronic images or copies of Customer property ninety (90) days after the completion of the Services unless otherwise agreed upon by the parties. Kofile will provide Customer reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

Except as otherwise outlined in the Proposal, Customer authorizes Kofile to destroy or recycle any Client containers or housing items (e.g. Record binders, Covers, folders and similar items), replaced or rendered unnecessary as part of the Services as well as those used to store or transport the Records (e.g. client pallets, boxes, or other containers).

12. Warranties

a. Service Warranty. Kofile warrants to the Customer that all Services performed and deliverables provided will meet any and all defined written requirements set forth in the Agreement. In the event Customer identifies any defect directly related to the Services performed within one-hundred and eighty (180) days following delivery, Kofile will, at its sole expense, promptly re-perform or rework the identified non-conforming deliverable(s) until all written requirements are fully satisfied. This warranty does not provide for correcting damage resulting from normal wear and tear, improper use or storage, or other post-delivery events beyond Kofile's control.

b. Product Warranty. Kofile warrants for a period of one (1) year from delivery to Customer that all tangible Kofile products provided under this Agreement will be free from material defects in materials and workmanship under normal use and service. In the event Customer identifies any non-

conforming products, Kofile will replace the identified non-conforming products at no additional cost to Customer. This warranty covers material defects and excludes damage caused by normal wear and tear, improper use or storage, or other post-delivery events beyond Kofile's control.

Customer acknowledges Kofile binders provided under this Agreement are custom-made. Given the unique characteristics of the raw materials, and the hand-performed processes involved in their creation, it is understood some degree of variation in the final product is expected and unavoidable. These variations may include, but are not limited to, differences in grain patterns, slight color discrepancies, minor textural irregularities, and non-material variations in precise dimensions. Such natural and hand-crafted variations are an intrinsic part of the product's character and are not considered material deviations or defects from specifications.

Certain products, such as shelving and cabinets, are manufactured by third parties. To the extent products are identified by a manufacturer other than Kofile in the Agreement, Kofile warrants to (the original) Customer, that the product is in good working order at the time of purchase. These products may be covered by a manufacturer's warranty which Customer will have the benefit as if they were the original purchaser. Customer may request information about any manufacturer's warranty from Kofile. Customer is responsible for the selection of any cabinet or shelving solutions, including the suitability of the size and weight for installation at Customer's facility.

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 12 ABOVE OR SECTION 6 (SERVICE AVAILABILITY) OF THE DATA-ACCESS SOLUTION ADDENDUM, THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. KOFILE AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

13. Data-Access Solution Subscription. If the Proposal provides for the provision of a subscription to a Data-Access Solution, the terms and conditions in the Data-Access Solution Addendum B (below) apply and are incorporated into this Agreement. Addendum B will control in the event they conflict with these Terms.

14. General

a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
c. Assignment. Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.
d. Notices. All notices to Customer will be sent to the address identified in the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Kofile@Legal.com

All notices must be made either via e-mail, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via e-mail or overnight courier is deemed received twenty-four (24) hours after having been sent.
e. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.
f. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.
g. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 5 (Payment Terms), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11 (Customer Property), 12 (Service Warranty), and 14 (General).
h. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.
i. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.
j. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.
k. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities, and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.
l. Entire Agreement. The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations,

arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.

Addendum A
Storage Addendum
Terms of Use
Last Revised January 19, 2026

The following Terms of Use ("TOU") apply to the provision of tangible property storage services by Kofile. These terms are in addition to those set forth in the Standard Terms and Conditions except in the event of a conflict in which case this Addendum will govern.

1. Storage means the storage of physical customer property, including records, microfilm, microfiche, or other forms of tangible property. Storage does not include the storage of digital or electronic records on any discs, servers, cloud environment, or other media. Storage services may be provided by Kofile as a result of a) Customer's specific request for Storage as provided for in a Proposal; or b) in the event Customer does not or cannot accept delivery of original or restored records within forty-five (45) days of notice (the Grace Period) from Kofile of its intent to deliver records to Customer. In that event, Kofile has the right, but not the obligation to store Customer records. Except as provided for otherwise in a Proposal, Customer agrees to pay a monthly storage fee of minimum twenty-five dollars ($25.00) per pallet beginning on the first of the month following the expiration of the Grace Period during the first year of storage.

2. Term. Storage Services are provided for the period of time set forth in a Proposal and upon expiration of that term will automatically renew for a similar term unless a party notifies the other party in writing of its intent not to renew no less than sixty (60) days prior to the expiration of the then current term. If no term is set forth in the Proposal Storage Services will be for a period of two (2) calendar months and will automatically renew for the same period unless Customer provides no less than sixty (60) days' written notice to Kofile of its intent not to renew.

3. Use of Third Parties. Except as expressly provided for otherwise in a Proposal, Kofile may utilize a third-party for Storage services.

4. Shipping or Transport. Except as otherwise set forth in a Proposal, Kofile will be responsible for a single pick-up and return delivery of records from and to Customer. Additional transportation costs may apply if Customer requires multiple shipments or delivery locations.

5. Access. Except as otherwise provided for in a Proposal, Kofile will provide access to records in Storage by providing copies or scanned images of Records within a period of three (3) business days. Customer will be responsible for reasonable and customary fees associated with access to Customer records, including but not limited to, retrieval, duplication or transmission, and refiling. For clarity, Customer is not responsible for any

access fees for access to records in Kofile's custody while Kofile is actively performing services, other than Storage, related to the Records.

6. Termination. Return of Records and Destruction. Except as otherwise provided for in a Proposal, either party may terminate Storage services upon sixty (60) days written notice to Kofile. Upon termination of Storage services, Kofile will schedule delivery of Customer Records within thirty (30) days of Customer's request. Customer will be responsible for providing a physical address for delivery of Customer Records. Upon Customer's written authorization and in lieu of physical return, Kofile will destroy Customer Records. Depending upon the type of destruction required (e.g. secure) additional charges may apply. Kofile will provide a written proposal outlining any such charges. Storage services will continue, and Customer will be responsible to pay for such services, on a monthly basis until Customer accepts delivery or authorizes destruction of Customer Records.

7. With respect to Storage the following Limitation of Liability will apply and replaces the Limitation of Liability Provision found above in Section 6:

   KOFILE WILL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF A) FIFTY AND 00/100 DOLLARS ($50.00) PER PALLET OR B) ONE-HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000).

   UNDER NO CIRCUMSTANCES WILL KOFILE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF STORAGE SERVICES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.'

Addendum B
Cloud-Access Solution Subscription Addendum
Terms of Use
Last Revised January 19, 2026

The following Terms of Use ("TOU") apply to a Customer's use of Kofile's Cloud-Access Solution (the "Service") and any new features that augment or enhance the current version of the Service, including the release of new features and resources. Customer agrees to use the Service at its own risk and understands Kofile is not responsible for the data or content provided by Customer or any of Customer's Users. These terms are in addition to those set forth in the Standard Terms and Conditions except in the event of a conflict in which case this Addendum will govern.

1. Subscription to the Services.

a. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access the Service during the Term of the Agreement (the "Subscription"). The Service is a cloud-based service. Customer understands it will not receive any software to download or a license to use the Service. Customer's Subscription authorizes Customer to access and use the Service which remains in the cloud. The Subscription to use the Service provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and, as applicable have registered for an account and understand and agree to these TOU ("Authorized Users"). Customer may also allow non-administrative access to the Service to its customers, constituents, and other members of the public (hereinafter "End Users") solely for purposes consistent with Customer's use. Customer is responsible for the acts and omissions of its personnel and Authorized Users.

b. Customer is prohibited from and agrees not to, and will not allow its Authorized Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, except as provided for herein, the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by Kofile.

c. The Service may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein. Neither you, nor your Users are permitted to use any robot, spider, scraper, or other automated means to access the Service for any purpose.

If Customer or any of its Users violate these TOU, Kofile reserves the right, in our sole discretion, to suspend or terminate Customer's Subscription with or without advance notice. If Kofile learns that data stored by or for the Customer and/or an Authorized User is in violation of any law, infringes third party rights or violates these TOU, Kofile may immediately bar access to such data without prior notice. The Customer shall be promptly notified by Kofile of any such action under this provision. Each Authorized User must keep any account username and passwords confidential and not authorize any third party to access or use the Service on their behalf unless Kofile provided an approved mechanism for such use. Customer must contact Kofile promptly if Customer suspects misuse of the account or any security breach with the Service. Customer is responsible for all activities that take place with their account and password and login information. Kofile is not responsible for any loss or damages arising from any unauthorized use of Customer's account due to a violation of this paragraph.

2. Intellectual Property Rights.

Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information (collectively, "Feedback") provided by Customer or any other party relating to the Service. Customer and Users hereby assign and agree to assign all rights, including copyright and other intellectual property rights, in and to such Feeback to Kofile. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, and/or third parties having granted Kofile license for its use, and the Customer or User shall gain no rights to those intellectual property rights other than the limited, revocable, non-assignable, right of use as stipulated in this Agreement. The Customer or User retain all intellectual property rights regarding data submitted by Customer or User(s) respectively.

3. Term and Termination. Except as otherwise provided for in a Proposal, The Access Solution subscriptions are on an annual basis. Customer will have fifteen (15) calendar days to test and accept its Service site in a test environment. Customer's annual subscription will begin (the "Initial Term") upon the earlier of Customer's acceptance or the test period's expiration except if Customer gives notice to Kofile of a defect which materially impacts Customer's ability to use the Service. Kofile will remedy any defect(s), and the testing and acceptance process will be repeated. The Service subscription will automatically renew for additional one-year periods (each a "Renewal Term") unless a party provides sixty (60) days prior written notice of its intent not to renew. Subscriptions are not subject to termination for convenience. Either party may terminate the subscription for a material breach of this Agreement if, after providing fourteen (14) days' written notice of the breach, it remains uncured.

4. Subscription Fees. Customer will pay Subscription Fees for the Initial Term as set forth in the Proposal. Except as otherwise provided for in a Proposal, Kofile may increase the subscription fees for each Renewal Term in an amount not to exceed five percent (5%) of the then current Subscription Fees.

5. **Customer Data.** Customer Data means all the Customer records or Customer-originated content that is entered, uploaded, and in some instances stored in the Service platform ("Customer Data"). Kofile is not granted any ownership right in Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that Customer or its Authorized Users provide or submit. Customer represents and warrants that for any individually identifying information or data provided by Customer or its Users, Customer and/or Users have obtained all necessary consents and /or permissions to collect and share such information with Kofile and to permit Kofile's use of such individually identifying information in the course of providing the Service.

The Service is hosted either by Kofile or a cloud provider of Kofile's choice. All data stored as part of the Service is backed-up no less than hourly. If a Customer experiences loss of Customer Data, Kofile will, as our exclusive responsibility and liability, use commercially reasonable efforts to promptly restore data from the most recent working backup. Kofile is not liable for any loss of Customer Data and Customer should maintain its own records and copies of Customer Data.

6. Service Availability Level and Disclaimer. Service Availability Level. Kofile will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the "Reporting Period"). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity, and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion. This Service Availability Level warranty is the sole and exclusive warranty with respect to the Service.

"Exclusions" mean Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by Kofile, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Kofile's possession or reasonable control, and denial of service attacks against internet infrastructure providers ("*DDOS*").

Planned Maintenance means those times Kofile will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. Kofile will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. Kofile will provide reasonable advance notice of any Planned Maintenance.

CUSTOMER ACKNOWLEDGES THE SERVICE IS DESIGNED TO PROVIDE ACCESS TO IMAGES OF PHYSICAL RECORDS WITHOUT CONVERSION TO TEXT. THE SERVICE RELIES UPON THE AVAILABILITY AND QUALITY OF CUSTOMER'S RECORDS AND IMAGES. AS A RESULT, EXCEPT FOR THE SERVICE AVAILABILITY SET FORTH IN THIS SECTION, THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND KOFILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

KOFILE MAKES NO WARRANTY THE SERVICE WILL MEET CUSTOMER'S OPERATIONAL OR LEGAL OBLIGATIONS OR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, OR ERROR-FREE BASIS, OR WILL BE COMPLETE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

7. Customer Support and Maintenance.

a. Support. As part of the Subscription, Kofile will provide Support for Customer. Support resources are available via e-mail or phone from 8 A.M. to 5 P.M. Central Time, Monday through Friday, excluding holidays.

b. Maintenance. The Service is a cloud-hosted solution where maintenance and improvements are being rolled out to the Service platform as they are developed. While some of these improvements enhance the user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. The Subscription includes access to certain improvements as well as continued maintenance to the Service. Certain upgrades may include additional features or functionality to the Service for which an additional fee is required if Customer desires access or use of those new features or functionality.

8. Third-Party Services. The Service contains certain optional functionality that requires Customer to obtain additional third-party services or technology ("Third-Party Software"). This may include payment processing, record certification, and other services. Customer understands and agrees, that while the Service can be configured to include these services, the Customer's use of the Third-Party Software shall be and is governed by the relevant terms and conditions between Customer and the provider of the Third-Party Software and may require Customer to enter into an agreement directly with them. Kofile makes no representations or warranty regarding Third-Party Software except that Kofile has the right to use or provide the Third-Party Software in conjunction with providing the Service.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **3/10/2026**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for December 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for December 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **December 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$**80,276,995.03.**

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for December 2025

Account	Beginning Bank Balance 12/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 12/31/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	33,756,591.42	18,395.45	767,005.51	34,541,992.38	18395.45	2.67
Brazoria County Toll Road Authority Construction	16,480,884.48	2,003,391.20	1,402,117.26	19,886,392.94	3391.2	2.67
Brazoria County Toll Road Authority FM 518	56,632.80	116.40	0.00	56,749.20	116.4	2.67
Brazoria County Toll Road Authority Debt	6,290,450.24	508,131.68	412,895.84	7,211,477.76	1031.68	2.67
First National Bank of Lake Jackson Totals	**37,730,120.02**	**2,530,034.73**	**2,582,018.61**	**42,842,173.36**	**22,934.73**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **42,842,173.36**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority,** Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **December 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136AFPT5	FNR 2013-75 PD				$1,050,000.00	$1,050,000.00	$162,662.61	$164,406.51	$154,352.13
	359834201406231	4/25/2043		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSK69	FHR 4623 H				$2,500,000.00	$2,500,000.00	$712,108.35	$712,745.94	$671,533.63
	452990201612200	11/15/2044		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BRMP7	FHR 4604 DC				$2,500,000.00	$2,500,000.00	$274,752.43	$276,934.86	$250,933.32
	442471201608291	1/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BPGS2	FHR 4585 QD				$2,500,000.00	$2,500,000.00	$207,583.55	$210,361.97	$187,038.92
	437156201606240	4/15/2046		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSTN3	FHR 4629 QG				$2,500,000.00	$2,500,000.00	$246,323.83	$245,992.38	$216,192.74
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BWU77	FHR 4663 PK				$2,000,000.00	$2,000,000.00	$200,108.86	$198,042.42	$168,695.99
	466698201706230	3/15/2047		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AWBB2	FNR 2017-25 QD				$2,000,000.00	$2,000,000.00	$253,064.38	$251,768.56	$216,325.76
	461678201704171	4/25/2047		2.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BXZG0	FHR 4682 LC				$2,000,000.00	$2,000,000.00	$209,177.74	$208,769.53	$181,208.81
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				$3,000,000.00	$3,000,000.00	$172,658.91	$172,631.44	$163,310.81
	485282201801301	9/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B22Q4	FNR 2018-62 PG				$2,150,000.00	$2,150,000.00	$238,842.32	$238,626.42	$215,716.89
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / Prerefund / FAS 115	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31292HSQ8	FHLMC Pool #C01427	C01427		$4,125,000.00	$4,125,000.00	$8,436.78	$8,455.46	$8,741.18
	0705240009	11/1/2032	6.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418AR91	FNMA Pool #MA1411	MA1411		$2,500,000.00	$2,500,000.00	$280,571.63	$282,545.50	$267,959.94
	313676201303260	4/1/2033	2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31402RWW5	FNMA Pool #736061	736061		$2,605,235.00	$2,605,235.00	$36,114.60	$35,963.72	$35,951.36
	114200200802131	9/1/2033	4.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418D5R9	FNMA Pool #MA4455	MA4455		$2,500,000.00	$2,500,000.00	$1,653,056.33	$1,670,695.70	$1,475,799.10
	623726202108170	9/1/2036	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418DXQ0	FNMA Pool #MA4286	MA4286		$3,000,000.00	$1,500,000.00	$986,546.33	$999,003.51	$831,806.54
	596565202102231	3/1/2041	1.500		50.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418DR87	FNMA Pool #MA4110	MA4110		$2,000,000.00	$2,000,000.00	$1,113,036.14	$1,145,248.20	$897,685.91
	566731202008111	8/1/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
6 MBS - Fixed Rate						$15,230,235.00	$4,077,761.81	$4,141,912.09	$3,517,944.03
FHLB	31347A6M1	FHLMC Pool #840876	840876		$10,360,000.00	$10,360,000.00	$1,132,122.88	$1,130,756.92	$1,175,698.29
	676296202208051	11/1/2046	6.204		100.00%				
FEDERAL HOME LOAN BANK		AFS							
1 MBS - Variable Rate						$10,360,000.00	$1,132,122.88	$1,130,756.92	$1,175,698.29
FHLB	3137AXSF1	FHR 4153 KG			$2,000,000.00	$2,000,000.00	$203,310.26	$204,830.79	$187,687.74
	306044201301250	8/15/2042	2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136ADMJ5	FNR 2013-30 AB			$2,300,000.00	$2,300,000.00	$262,945.08	$260,160.45	$247,675.70
	359939201406240	1/25/2043	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							

** If no data is shown, then there are no pledges for the current period.

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136B0V45	FNR 2018-6 PA				$2,200,000.00	$2,200,000.00	$243,891.58	$242,272.43	$220,679.91
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38381TUS2	GNR 2019-44 NK				$2,450,000.00	$2,450,000.00	$928,685.12	$919,406.13	$825,966.51
	515890201904291	2/20/2049		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137FFAM9	FHR 5071 MP				$2,150,000.00	$2,150,000.00	$1,336,994.79	$1,332,370.49	$1,130,587.13
	620483202107261	11/25/2049		1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BAXR0	FNR 2020-46 PD				$3,000,000.00	$3,000,000.00	$918,323.07	$932,753.72	$716,204.20
	562070202006291	7/25/2050		1.750		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBLL4	FNR 2020-56 PE				$3,000,000.00	$3,000,000.00	$887,291.25	$908,179.86	$705,222.99
	565826202007300	8/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBWU2	FNR 2020-62 PA				$2,500,000.00	$2,500,000.00	$1,596,111.65	$1,643,979.10	$1,263,065.24
	570109202008311	9/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BHZ28	FNR 2021-45 JG				$2,000,000.00	$2,000,000.00	$1,491,471.18	$1,517,892.69	$1,232,696.16
	623728202108170	7/25/2051		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
19 CMOs - Fixed Rate							$43,800,000.00	$10,546,306.96	$10,642,125.69	$8,955,094.58
Total Pledged	26 To: BCTR	BRAZORIA COUNTY TOLL ROAD AUTHORITY					$69,390,235.00	$15,756,191.65	$15,914,794.70	$13,648,736.90

$0.00	Munis with Maturity Under 2 Years	$0.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$15,756,191.65	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for December 2025

Current Date: 12/31/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		3.827				100.00	10,491,264.65	10,491,264.65	100.00	10,491,264.65	1	33,989.90
Texas Class	LGIP		3.969				100.00	26,791,379.26	26,791,379.26	100.00	26,791,379.26	1	96,235.18
US Bank	Cash		3.700				100.00	152,177.76	152,177.76	100.00	152,177.76	1	3,280.18
Depository	Cash		2.670				100.00	42,842,173.36	42,842,173.36	100.00	42,842,173.36	1	22,934.73
								80,276,995.03	**80,276,995.03**		**80,276,995.03**		**156,439.99**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	23,153.92	25,730.13	22,934.73	71,818.78													
Texpool	36,536.77	34,169.55	33,989.90	104,696.22													
Texas Class	109,958.69	96,688.04	96,235.18	302,881.91													
US Bank	1,116.05	2,028.73	3,280.18	6,424.96													
Total Per Month	170,765.43	158,616.45	156,439.99	485,821.87													

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.66%	2.65%	2.67%	**2.66%**													
TEXPOOL	4.14%	3.99%	3.83%	**3.99%**													
TEXAS CLASS	4.28%	4.11%	3.97%	**4.12%**													
US BANK	4.04%	3.89%	3.70%	**3.88%**													

Brazoria County Toll Road Authority US Bank Activity and Interest Report for December 2025

Fund	Beginning Balance 12/1/25	Credits	Debits	Interest Earned	Ending Balance 12/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 12/31/25
Brazoria County Toll Road	148,897.58	412,895.84	-412895.84	3,280.18	152,177.76	3.700	1/1/2026	152,177.76
US Bank Totals	**145,752.80**	**412,895.84**	**-412895.84**	**3,280.18**	**152,177.76**			**152,177.76**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for December 2025

Fund	Beginning Balance 12/1/25	Credits	Debits	Interest Earned	Ending Balance 12/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 13/31/2025
Toll Road Funds Construction	2,148.27			7.24	2,155.51	3.969	1/1/2026	2,155.51
Toll Road Funds O & M	12,697,876.44			42,870.82	12,740,747.26	3.969	1/1/2026	12,740,747.26
BCTRA LMTD REV BD 2024	15,995,119.37		(2,000,000.00)	53,357.12	14,048,476.49	3.969	1/1/2026	14,048,476.49
Texas Class Totals	**30,488,497.35**	**0.00**	**(2,000,000.00)**	**96,235.18**	**26,791,379.26**			**26,791,379.26**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for December 2025

Fund	Beginning Balance 12/1/25	Credits	Debits	Interest Earned	Ending Balance 12/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 12/31/25
Toll Road Funds Construction	0.00	0.00	0.00	0.00	0.00	3.827	1/1/2026	0.00
Toll Road Funds O & M	10,457,274.75	0.00	0.00	33,989.90	10,491,264.65	3.827	1/1/2026	10,423,105.20
Texpool Totals	**10,457,274.75**	**0.00**	-	**33,989.90**	**10,491,264.65**			**10,423,105.20**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:
Date of Receipt 2-Feb-20
Amount of Issue $24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.x
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **3/10/2026**

Out of State Travel

Approve request for Veteran Service Officer and the Assistant Veteran Service Officer to attend the National Association of County Veterans Service Officers (NACVSO) National Training conference for accreditation in Reno, Navada from May 29, 2026 to June 5, 2026.

Travel expenses will be paid for out of approved FY26 Veterans Budget.

DRAFT AGENDA
NACVSO 2026 ANNUAL CONFERENCE
**Subject to change*

FRIDAY, MAY 29
CVA Registration

SATURDAY, MAY 30
CVA Course
Basic Benefits Registration
Conference Registration

SUNDAY, MAY 31
**All events on Sunday are in-person only*
Basic Benefits Course
CVA Course
Conference Registration
Chapel Service with Breakfast
Executive Board Meeting
Opening Ceremony
Delegate Briefing

MONDAY, JUNE 1
General Membership Meeting
Basic Benefits Course
CVA Graduation
Message from Heroes With Hearing Loss
Lunch
Message from Lead Speaker:
Deputy Secretary of Veterans Affairs
Paul R. Lawrence, Ph.D.
Proposal to Reduce:
Katrina J. Eagle, Esq. and Jim Radogna
VA Accredited Claims Agents
Proposal to Sever
Katrina J. Eagle, Esq. and Jim Radogna
VA Accredited Claims Agents
End of Education Sessions
President's Reception

TUESDAY, JUNE 2
Basic Benefits Course
Justice-Involved Veteran Outreach
NACVSO Training Team
Message from Asbestos.com
Legislative Update
VA Regional Office presentation on
CRDP/CRSC
Lunch
Board of Veteran's Appeals
VA National Cemetery Administration
End of Education Sessions

WEDNESDAY, JUNE 3
Basic Benefits Course
General Membership Meeting
Message from Leidos QTC Health Services
Veterans Benefits Administration
Lunch
Women Veterans' Luncheon
Veterans Health Administration
Caregiver Support Program
Veterans Health Administration
Nursing Home Programs
Veterans Health Administration
Hospice/Palliative Care
End of Education Sessions

THURSDAY, JUNE 4
Basic Benefits Course
Veterans Benefits Administration
Pension Center
Keynote Speaker: TBA
Lunch
VA Regional Office presentation on Apportionment
VA Regional Office presentation on VR&E
VA EHRM Update – Oracle
End of Education Sessions
Cocktail Hour
Banquet and Swearing in of New Officers

FRIDAY, JUNE 5
CEU Session: TBA
Round Table Discussion: TBA
Lunch
Message from Optum Serve
ZeroMils: Military Thriving
Closing Remarks

*Agenda subject to change. Always check the Whova App for the latest agenda updates.

From: info@nacvso.org
Sent: Friday, February 13, 2026 2:04 PM
To:
Subject: [EXTERNAL] NACVSO: 2026 Annual Conference Registration Summary

Event Registration Summary

2026 Annual Conference

Sunday, May 31, 2026

to

Friday, June 5, 2026

In-Person Conference - 2026

Thank you for registering for in-person attendance at the 2026 NACVSO Annual Conference.

Registration Summary

$0.00

Ticket(s): Not attending banquet

$400.00

Ticket(s): In-Person Conference - 2026

Company: Brazoria County Veteran Service Office

Whova email address:

Mobile Phone:

Subtotal:	$400.00
Tax:	$0.00
Total:	**$400.00**

From: info@nacvso.org
Sent: Wednesday, February 11, 2026 2:14 PM
To: [redacted]
Subject: [EXTERNAL] NACVSO: NACVSO Basic Benefits - May 31-June 4, 2026 Registration

Event Registration

NACVSO Basic Benefits - May 31-June 4, 2026

Sunday, May 31, 2026

to

Thursday, June 4, 2026

NACVSO Conference - Reno

Reno, NV, USA

Reno, NV

United States

Add To Calendar:

Outlook/Apple | Google | Outlook 365

Basic Benefits - 2026

Thank you for registering for Basic Benefits - May 31-June 4, 2026. Your Member Compass should reflect "One Registered event". The course is accessed through the NACVSO Classroom link located in the middle of the Member Compass webpage. All course content will be posted in the classroom in the weeks prior to the course start date. You will need to print off the course content/materials before coming to Reno. Materials will not be provided in person. You will also need to bring a laptop for course surveys and testing purposes.

Registration Summary

$400.00

Ticket(s): Basic Benefits - 2026

Job Title: Asst. VSO

Phone:

Company: Brazoria County Veteran Service Office

Subtotal:	$400.00
Tax:	$0.00
Total:	**$400.00**

Payment Method

Credit Card

View Sales Receipt

Event Details

660 North Capitol St. NW
Suite 400
Washington, DC 20001

ASSOCIATION MANAGEMENT SOFTWARE

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

Your reservation is complete!

Thank you for booking!

PEPPERMILL RENO

Peppermill Resort Spa Casino

2707 South Virginia Street
Reno , NV 89502 , United States of America
Phone: 775-689-7145
Fax: 775-689-7041
http://www.peppermillreno.com

Peppermill Tower Deluxe Non-Smoking King

Edit Cancel Add to calendar

Acknowledgment number: XLU73313

CHECK-IN	CHECKOUT
Sat, May 30, 2026	Sat, Jun 6, 2026

Guests

Night	Rate
Saturday, 05/30/26	USD 180.00
Sunday, 05/31/26	USD 180.00
Monday, 06/01/26	USD 180.00
Tuesday, 06/02/26	USD 180.00
Wednesday, 06/03/26	USD 180.00
Thursday, 06/04/26	USD 180.00
Friday, 06/05/26	USD 180.00
Subtotal	**USD 1,260.00**

ADDITIONAL TAXES

Hotel Room Tax 13.0% / night	USD 163.80
Tourism Surcharge USD 2.00 / night	USD 14.00
Grand Total	**USD 1,437.80**

PEPPERMILL RENO

N

Your reservation is complete!

Thank you for booking!

PEPPERMILL RENO

Peppermill Resort Spa Casino

2707 South Virginia Street
Reno , NV 89502 , United States of America
Phone: 775-689-7145
Fax: 775-689-7041
http://www.peppermillreno.com

Peppermill Tower Deluxe Non-Smoking King

Edit Cancel Add to calendar

Acknowledgment number: MNTGAB9Y

CHECK-IN	CHECKOUT
Sat, May 30, 2026	Sat, Jun 6, 2026

Guests

Night	Rate
Saturday, 05/30/26	USD 180.00
Sunday, 05/31/26	USD 180.00
Monday, 06/01/26	USD 180.00
Tuesday, 06/02/26	USD 180.00
Wednesday, 06/03/26	USD 180.00
Thursday, 06/04/26	USD 180.00
Friday, 06/05/26	USD 180.00
Subtotal	**USD 1,260.00**
ADDITIONAL TAXES	USD 163.80
Hotel Room Tax 13.0% / night	*USD 14.00*
Tourism Surcharge USD 2.00 / night	
Grand Total	**USD 1,437.80**

Log in Español

MAY 30 - JUN 6
HOU → RNO

Trip & Price Details

Price Passengers Seats Payment Confirmation

Flight Modify

Sat 5/30 # 1362 / 2977
HOU 8:25 AM → **RNO** 1:15 PM
6 hr 50 min | 1 stop | Choice Preferred
Only 3 left!

2 Passengers | **Reserve your seats** when booking

Sat 6/6 # 3033 / 27
RNO 7:00 AM → **HOU** 2:15 PM
5 hr 15 min | 1 stop | Choice Preferred

2 Passengers | **Reserve your seats** when booking

Base fare 2 Passenger(s)	$1,371.16
Taxes and fees	$203.64
Flight total	$1,574.80

or from $155/mo* with flexpay Learn more

Helpful Information:

- All fares and fare ranges are subject to change until purchased and are per person for each way of travel.
- For more information regarding Cash + Points, visit Southwest.com/rrterms

Upgrade Flight

Upgrade to Choice Extra

All the benefits of Choice Preferred and:

- **NEW** Choose an Extra Legroom seat (or any seat)[15]
- **NEW** Group 1-2 boarding[16]
- Two free checked bags[2]
- 14x Rapid Rewards® points per dollar[3]
- Premium drink[13]

*Please read the fare rules associated with this purchase.

Prices shown per passenger, per one-way.

- ○ Upgrade departing trip for $60
- ○ Upgrade returning trip for $60
- ○ Upgrade both for $120

Apply upgrade

SUBTOTAL	$1,371.16
TAXES & FEES	$203.64
TRIP TOTAL	$1,574.80

Show price breakdown

Not ready to buy yet? Save this flight for later.

Continue to passengers

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase.

Add a Car Products not confirmed until purchase.

No worries, your flight will remain in your cart while you search for a car.

Add a car

Book now. Pay later!
From $348.01*/week in Reno/Tahoe

*Taxes and fees excl. Terms apply.

Book now

PICK-UP LOCATION	PICK-UP DATE	PICK-UP TIME
Reno/Tahoe, I	5/30	2:00 PM
Reno/Tahoe, NV - RNO	Sat, May 30, 2026	

RETURN LOCATION	RETURN DATE	RETURN TIME
Reno/Tahoe, I	6/06	6:00 AM
Reno/Tahoe, NV - RNO	Sat, Jun 6, 2026	

RENTAL COMPANY (Optional): No preference

VEHICLE SIZE (Optional): No preference

Search

Not ready to buy yet? Save this flight for later.

Continue to passengers

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase.

No-show policy

If you do not plan to travel on your flight, you must cancel your reservation at least 10 minutes prior to the flight's original scheduled departure time. If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, your reservation will be canceled, and your funds and points may be forfeited. Learn more.

Fare Benefits

Basic[1]
Basic fares are non-refundable except as allowed by our 24-hour cancellation policy. Flight changes are allowed but require a fare upgrade. Customers may be eligible for a flight credit if canceled at least 10 minutes prior to the flight's original departure time.

Checked bag[2]
Bag fees apply to Basic, Choice, and Choice Preferred fares. Choice Extra fares and Rapid Rewards® A-List Preferred Members receive two free checked bags. A-List Members and Rapid Rewards Credit Cardmembers only receive their first checked bag for free. Checked bag benefits do not apply on flights booked with a partner carrier. Weight and size limits apply. Additional allowances, benefits, and/or exceptions may apply. Learn more.

Rapid Rewards® points[3]
Points can be earned from (a) Qualifying Flights (defined below) operated by Southwest®, or (b) qualifying purchases with our Rapid Rewards® partners. "Qualifying Flights" include flights operated by Southwest Airlines® and paid entirely with dollars, Southwest LUV Vouchers®, gift cards, or flight credits and those paid with Cash + Points. NOTE: With a Cash + Points booking, points are earned only on the portion of the base fare that is paid with dollars. Qualifying Flights exclude reward flights, charter flights, nonrevenue travel, and Companion Pass® travel. All Rapid Rewards rules and regulations apply and can be found at Southwest.com/rrterms.

No cancel fees[4]
All fare types are eligible for cancellations without a fee. For roundtrip reservations, if one or both segments is booked with a Basic fare, cancellations are only permitted if either a) both segments are canceled or b) the Basic fare segment(s) is upgraded. Failure to cancel a reservation at least 10 minutes prior to original scheduled departure may result in forfeited travel funds.

Refundable[5]
As long as you cancel your reservation at least 10 minutes prior to the original scheduled departure of your flight, you're eligible to receive 100% of your ticket value as a refund to your original form of payment. A Southwest® flight credit from a previous reservation that is applied toward a Choice Extra or Choice Preferred fare will be refunded as a Transferable Flight Credit™. For travel booked with Rapid Rewards® points, if canceled, points will be returned to the Rapid Rewards account holder who booked the reservation. If you do not cancel, your funds will be refunded as a Transferable Flight Credit™. Learn more.

Transferable Flight Credit™[6]
To receive a flight credit, you must cancel your flight at least 10 minutes prior to the flight's original scheduled departure time. If you do not cancel, your points and funds may be forfeited. Learn more. A Transferable Flight Credit™ expires 12 months from the date the fare was booked and ticketed. A Transferable Flight Credit™ can be transferred between Rapid Rewards® Members. Only one transfer is permitted. For bookings made through a Southwest® Business channel, transfers are allowed only between employees within the organization.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **3/10/2026**

Open Public Hearing on the Creation of Brazoria County Reinvestment Zone No. 26-01

The public hearing on the creation of **BRAZORIA COUNTY REINVESTMENT ZONE NO. 26-01** is hereby **OPENED** for presentation of comment for or against the proposed zone creation.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **3/10/2026**

Close Public Hearing on the Creation of Brazoria County Reinvestment Zone No. 26-01

The public hearing on the creation of **BRAZORIA COUNTY REINVESTMENT ZONE NO. 26-01** is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **3/10/2026**

Creation of Brazoria County Reinvestment Zone No. 26-01

Creation of Reinvestment Zone:

Whereas, a public hearing was held on the Creation of the Brazoria County Reinvestment Zone No. 26-01 and the public was given an opportunity to speak and present evidence for or against such creation; and

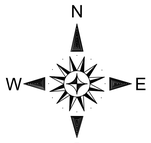
Whereas, notice of the hearing was given in the manner as provided by law;

Therefore, based upon the information presented to the Court and the public hearing, the Court finds that the designation of this zone would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property included in the zone and would contribute to the economic development of the County.

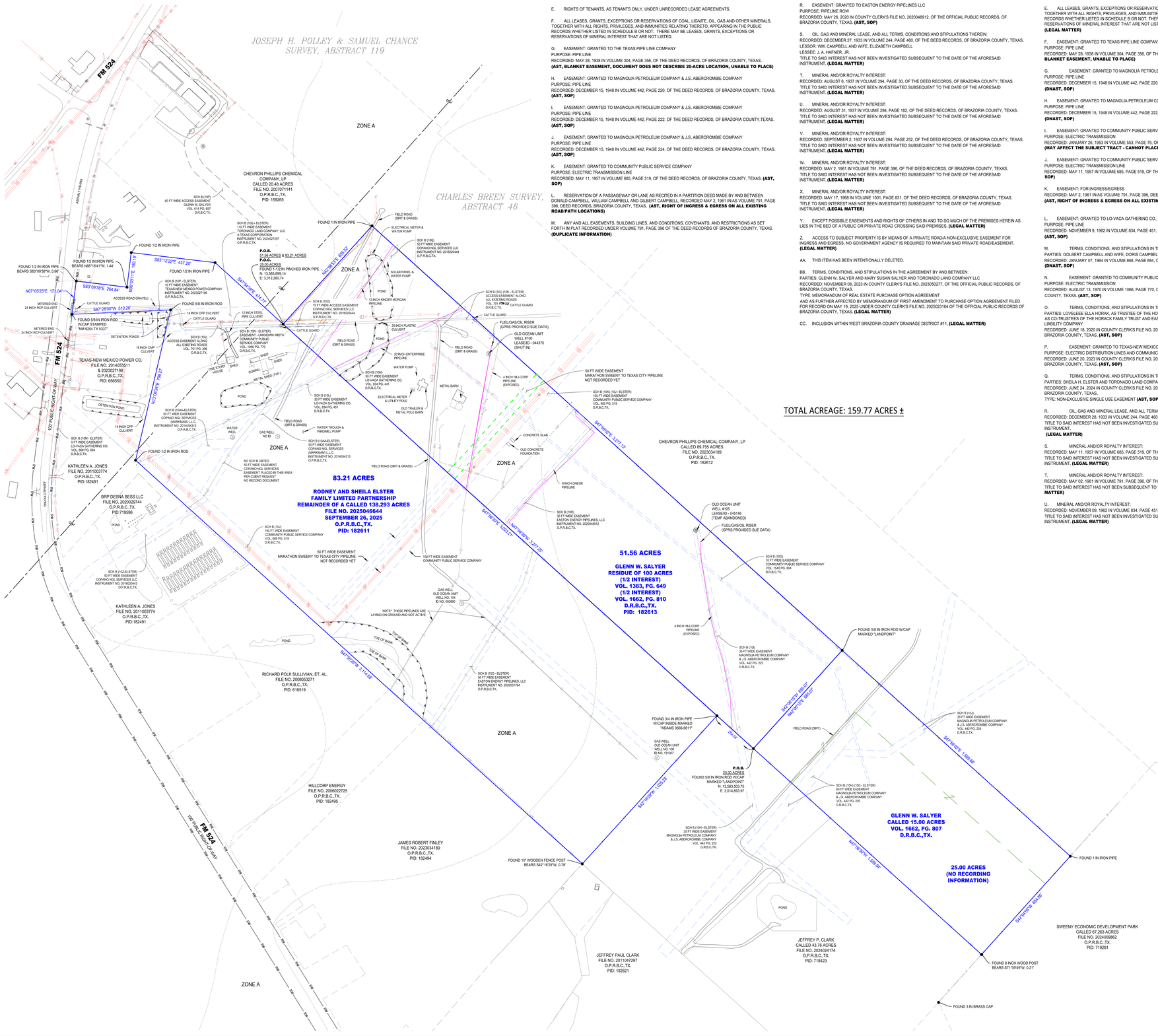
Further, that approximately 159 acres, described on the attached Exhibit A, be designated the Brazoria County Reinvestment Zone No. 26-01 for tax abatement purposes in accordance with the guidelines and criteria of Brazoria County and applicable law.

EXHIBIT A

BRAZORIA COUNTY, TEXAS



BEARINGS SHOWN HAVE BEEN DERIVED FROM GPS OBSERVATIONS
REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS
SOUTH CENTRAL ZONE, NAD 1983 (2011). US SURVEY FEET
ALL AREAS, DISTANCES AND COORDINATE VALUES ARE SHOWN IN GRID.


JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT 119
CHARLES BREEN SURVEY, ABSTRACT 46
FM 524
FM 524
ZONE A
CHEVRON PHILLIPS CHEMICAL COMPANY, LP
CALLED 20.48 ACRES
FILE NO. 2007071141
O.P.R.B.C. TX.
PID: 159265
P.O.B.
51.56 ACRES & 83.21 ACRES
P.O.C.
25.00 ACRES
FOUND 1-1/2 IN PINCHED IRON PIPE
N: 13,585,699.14
E: 3,012,260.74
FOUND 1/2 IN IRON PIPE
FOUND 1/2 IN IRON PIPE BEARS N89°16'41"W, 1.44'
FOUND 1/2 IN IRON PIPE
FOUND 1 IN IRON PIPE
FOUND 5/8 IN IRON ROD W/CAP STAMPED "NM 9254 TX 5337"
FOUND 5/8 IN IRON ROD
TEXAS-NEW MEXICO POWER CO.
FILE NO. 2014055511
& 2023027196
O.P.R.B.C.,TX.
PID: 656550
KATHLEEN A. JONES
FILE NO. 2011003774
O.P.R.B.C.,TX.
PID:182491
BRP DESNA BESS LLC
FILE NO. 2020029744
O.P.R.B.C.,TX.
PID:715696
RICHARD POLK SULLIVAN, ET. AL.
FILE NO. 2008053271
O.P.R.B.C.,TX.
PID: 616519
HILLCORP ENERGY
FILE NO. 2006022725
O.P.R.B.C.,TX.
PID: 182495
JAMES ROBERT FINLEY
FILE NO. 2023034189
O.P.R.B.C.,TX.
PID: 182494
JEFFREY PAUL CLARK
FILE NO. 2011047297
O.P.R.B.C.,TX.
PID: 182621
JEFFREY P. CLARK
CALLED 43.76 ACRES
FILE NO. 2024024174
O.P.R.B.C.,TX.
PID: 718423
CHEVRON PHILLIPS CHEMICAL COMPANY, LP
CALLED 89.755 ACRES
FILE NO. 2023034189
O.P.R.B.C.,TX.
PID: 182612
SWEENY ECONOMIC DEVELOPMENT PARK
CALLED 67.263 ACRES
FILE NO. 2024009862
O.P.R.B.C.,TX.
PID: 719281
83.21 ACRES
RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
REMAINDER OF A CALLED 138.293 ACRES
FILE NO. 2025046644
SEPTEMBER 26, 2025
O.P.R.B.C.,TX.
PID: 182611
51.56 ACRES
GLENN W. SALYER
RESIDUE OF 100 ACRES
(1/2 INTEREST)
VOL. 1383, PG. 649
(1/2 INTEREST)
VOL. 1662, PG. 810
D.R.B.C.,TX.
PID: 182613
GLENN W. SALYER
CALLED 15.00 ACRES
VOL. 1662, PG. 807
D.R.B.C.,TX.
25.00 ACRES
(NO RECORDING INFORMATION)
P.O.B.
25.00 ACRES
FOUND 5/8 IN IRON ROD W/CAP MARKED "LANDPOINT"
N: 13,583,503.75
E: 3,014,693.97
FOUND 3/4 IN IRON PIPE W/CAP INSIDE MARKED "ADAMS 3666-5611"
FOUND 10" WOODEN FENCE POST BEARS S42°16'29"W, 0.78'
FOUND 8 INCH WOOD POST BEARS S71°09'49"W, 0.21'
FOUND 3 IN BRASS CAP
FOUND 5/8 IN IRON ROD W/CAP MARKED "LANDPOINT"
S83°19'38"E 264.84'
S87°28'00"W 510.26'
S83°12'22"E 437.20'
S3°54'38"W 474.17'
N07°05'25"E 173.04'
N3°54'38"E 299.07'
N47°49'24"W 3,114.68'
S42°16'29"E 3,227.15'
S47°49'24"E 1,589.96'
S42°16'29"E 1,035.28'
S47°16'24"W 1,589.54'
S42°16'29"E 664.66'
S42°16'29"E 1,035.28'
S47°49'24"E 1,589.96'
S42°16'29"E 664.66'
S47°16'24"W 1,589.54

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **3/10/2026**

Open Public Hearing on the Tax Abatement Application of Bulldog Power LLC

The public hearing on the **Tax Abatement Application of Bulldog Power LLC** is hereby **OPENED** for presentation of comment for or against the abatement.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **3/10/2026**

Close Public Hearing on the Tax Abatement Application of Bulldog Power LLC

The public hearing on the **Tax Abatement Application of Bulldog Power LLC** is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **3/10/2026**

Granting Tax Abatement of Bulldog Power LLC

It is Ordered that the application for tax abatement of BULLDOG POWER LLC attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in the Brazoria County Reinvestment Zone No. 26-01 created in Brazoria County for a term of _____ years, and at _____% abatement of eligible real and personal properties; Said Company will be investing $250,000,000.00 dollars and creating 10 new jobs in Brazoria County. Said project will bring in 300 construction jobs.

The Tax Abatement Review Committee met on March 4, 2026 to review the application.

Further, that the County Judge is authorized to execute a tax abatement agreement with BULLDOG POWER LLC in accordance with the same Guidelines and Criteria.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:

COUNTY JUDGE L.M. "MATT" SEBESTA, JR.
BRAZORIA COUNTY COURTHOUSE
237 E. LOCUST STREET, SUITE 401
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:
BC312@brazoriacountytx.gov

PART I - APPLICANT INFORMATION

Company Name: BULLDOG POWER LLC Submittal Date: _____
Address/City: 1423 BROADWAY #144, OAKLAND, CA 94612
Phone: _____
Name/Address/Phone of Company Contact on this Project: GREG BLUE
1423 BROADWAY #144, OAKLAND, CA 94612
_____
E-mail address of Company Contact: gblue@nightpeak.energy
Type of Structure: Corporation ☐ Partnership ☐ Proprietorship ☑
Total number employed: 0 Corporate Annual Sales Per Year: 0
Annual Report Submitted: Yes ☑ No ☐ (see instructions)

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	☐	Regional Distribution	☐
Regional Service	☐	Regional Entertainment Center	☐
Research	☐	Other Basic Industry	☑

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: 10 YRS **Percentage Requested:** 100%

Proposed facility located in the following taxing jurisdictions:

School District: SWEENY INDEPENDENT SCHOOL DISTRICT
College District:
Drainage District: WEST BRAZORIA DRAINAGE DISTRICT #11
Hospital District: SWEENY HOSPITAL DISTRICT
City:
Other Taxing Jurisdictions: BRAZORIA COUNTY EMERGENCY DISTRICT #2
BRAZORIA COUNTY, ROAD & BRIDGE FUND

Describe Product or service to be provided: FOSSIL FUEL ELECTRIC POWER GENERATION

This application is for a: New Plant ☑ Expansion ☐ Modernization ☐

PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

N/A

If Company is considering another state to build/construct this project, identify the city, county and state:

N/A

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit "J"**.

PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $250,000,000

B. Permanent employment estimates:
If existing facility, the current plant employment: 0
Estimated number of plant jobs retained: ( ) Jobs created: (10)
Number of employees anticipated at start-up: (10) within one year ( )

C. Construction employment estimates:
Construction to start: Month: 1 Year: 2027
Construction to be completed: Month: 1 Year: 2029
Number of construction jobs anticipated:
At start: 0 Peak: 300 Finish: 0

D. School District impact estimates:
Number of families transferred to area: N/A
Number or children added to ISDs: N/A

E. City Impact estimates:
Volume of treated water required from city: N/A
Volume of effluent water to be treated by city: N/A

F. Estimated appraised value on site:	**LAND**	**PERSONAL PROPERTY**	**IMPROVEMENTS**
Valuation of existing property as of January 1, preceding this abatement application:	$ 19,590	$ 0	$ 0
Estimated value of Personal Property improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:		$ 0	$ 0
Estimated value of abated improvements at the completion of construction:			$ 0
Estimated value of Tangible Personal Property, **subject to abatement**:		$ 250,000,000	
Estimated value of abated improvements after abatement agreement expires:			$ 0
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		$ 100,000,000	
Estimated value, upon completion of project, of exempt pollution control equipment:			$ 30,000,000

G. Minimum Production Life of Equipment: 25-35 years

H. Variance: Is a variance being sought under any provision of the "Guidelines"?
Yes ☐ No ☑ If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".

Has permitting been started Yes ☐ No ☑

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I"**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

PARIS HAYS, CHIEF EXECUTIVE OFFICER

Company Official Signature

Printed Name & Title of Company Official

REQUIRED ATTACHMENTS

EXHIBIT "A" – **Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan**

EXHIBIT "B" – **Certification of Appraised Value of Properties as of January 1, 2025**

EXHIBIT "C" – **Proposed Facility Address and Legal Description**

EXHIBIT "D" – **Map Showing Site**

EXHIBIT "E" – **Project Description including Time Schedule for Undertaking and Completing Project**

EXHIBIT "F" – **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

EXHIBIT "G" – **Letter/Statement regarding Variance Requests**

EXHIBIT "H" – **Economic Impact Plan**

EXHIBIT "I" – **Detailed Itemized List of Tangible Personal Property requesting to be abated**

EXHIBIT "J" – **Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "K" – **Real Estate Purchase Option**

EXHIBIT "L" – **Secretary of State Filings**

EXHIBIT "M" – **Organizational Chart**

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EXHIBIT A

Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan

Bulldog Power, LLC is developing a 310 MWac combustion turbine facility located near Sweeny, TX. The project will improve ERCOT grid reliability, provide numerous construction jobs, and will support a number of ongoing operations and maintenance jobs throughout it's life. The project is under development and targeted to begin operation in 2029 or earlier.

PROJECT SIZE
310 MW

TECHNOLOGY
Combustion Turbine

LOCATION
Brazoria County, TX

PROJECT STATUS
In Development

Report of Independent Auditors
and Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries

December 31, 2024 and 2023

MOSSADAMS

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MOSSADAMS

Report of Independent Auditors

The Executive Committee and Members
Nightpeak Energy LLC and subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Nightpeak Energy LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Nightpeak Energy LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nightpeak Energy LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nightpeak Energy LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Matter

The financial statements of Nightpeak Energy LLC as of and for the year ended December 31, 2023, were audited by other auditors whose report dated April 3, 2024, expressed an unmodified opinion on those statements.

Moss Adams LLP

Dallas, Texas
March 25, 2025

Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,721,538	$ 3,429,715
Restricted cash	38,334,631	-
Prepaid expenses and deposits	1,552,863	1,649,236
Gas imbalance receivable	218,996	-
Total current assets	43,828,028	5,078,951
NONCURRENT ASSETS		
Property, plant, and equipment, net	121,175,111	20,915,488
Other noncurrent assets	6,909,408	527,083
Total noncurrent assets	128,084,519	21,442,571
Total assets	$ 171,912,547	$ 26,521,522
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 47,758,461	$ 2,264,707
Operating lease liability, current portion	108,782	-
Construction loan	37,348,169	-
Note payable	-	717,908
Total current liabilities	85,215,412	2,982,615
COMMITMENTS AND CONTINGENCIES (NOTE 5 & 8)		
NONCURRENT LIABILITIES		
Operating lease liability, noncurrent portion	213,205	-
Total noncurrent liabilities	213,205	-
Total liabilities	85,428,617	2,982,615
MEMBERS' EQUITY	86,483,930	23,538,907
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 171,912,547	$ 26,521,522

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2024 and 2023

	December 31,	
	2024	2023
REVENUES		
Electricity sales	$ 23,182,360	$ -
Total revenues	23,182,360	-
OPERATING EXPENSES		
Operating costs	12,363,833	679,945
General and administrative	7,004,608	3,789,658
Depreciation and amortization	902,178	318,058
Impairment of long-lived assets	558,555	8,160
Other expenses	1,093,352	292,540
Total operating expenses	21,922,526	5,088,361
OPERATING INCOME (LOSS)	1,259,834	(5,088,361)
OTHER INCOME		
Interest income	126,978	1,154
Total other income	126,978	1,154
NET INCOME (LOSS)	$ 1,386,812	$ (5,087,207)

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Members' Equity
Years Ended December 31, 2024 and 2023

	Total Members' Equity
MEMBERS' EQUITY, December 31, 2022	$ 563,739
Contributions	27,913,396
Share-based compensation expense	148,979
Net loss	(5,087,207)
MEMBERS' EQUITY, December 31, 2023	23,538,907
Contributions	61,402,117
Share-based compensation expense	156,094
Net income	1,386,812
MEMBERS' EQUITY, December 31, 2024	$ 86,483,930

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	December 31, 2024	December 31, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 1,386,812	$ (5,087,207)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	902,178	318,058
Share-based compensation expense	156,094	148,979
Impairment of long-lived assets	558,555	-
Change in operating assets and liabilities:		
Accounts receivable	(218,996)	-
Prepaid insurance and other current assets	96,372	(1,583,011)
Accounts payable and accrued liabilities	1,640,215	1,925,805
Net cash from operating activities	4,521,230	(4,277,376)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(59,346,353)	(14,211,216)
Refund of amounts on deposit	1,550,000	
Asset acquisition, Saguaro purchase	-	(7,541,000)
Net cash from investing activities	(57,796,353)	(21,752,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital contributions	61,402,117	27,913,396
Proceeds and repayments on note payable	(717,908)	717,908
Proceeds on construction loan, net of debt issuance costs	33,452,832	-
Debt issuance costs	(1,967,920)	
Deferred equity costs	(267,544)	-
Net cash from financing activities	91,901,577	28,631,304
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	38,626,454	2,601,712
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of year	3,429,715	828,003
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of year	$ 42,056,169	$ 3,429,715
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ 32,710	$ -
Property, plant and equipment additions in accounts payable	$ 43,865,438	$ -
Right-of-use asset lease additions	$ 375,361	$ -

Note 1 – Organization

Nightpeak Energy LLC develops, owns, and operates energy projects that meet the growing capacity needs of a decarbonized grid.

Nightpeak Energy LLC was formed as a limited liability company (LLC) on May 16, 2022. The LLC agreement provides for the admission of Energy Spectrum Partners VIII LP (Energy Spectrum) and Nightpeak Energy Management LLC (Management Member) as members, collectively, “the Members.”

As of December 31, 2024, Nightpeak Energy LLC had twenty-eight wholly owned subsidiaries to execute its investment in various infrastructure projects and engage in the operation and development of energy projects, including Bocanova Power LLC (Bocanova Power) and NP Saguaro Power LLC (Saguaro Power). Nightpeak Energy LLC and its wholly owned subsidiaries are collectively referred to here as "the Company."

Note 2 – Summary of Significant Accounting Policies

Basis of presentation and consolidation – The accompanying consolidated financial statements, which include Nightpeak Energy LLC and its subsidiaries in which it has a controlling financial interest, have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). A controlling financial interest exists when a company has the power, directly or indirectly, to control the financial and operating policies of an entity to obtain the benefits from its activities. All intercompany balances and transactions have been eliminated in consolidation. The Company's fiscal year ends on December 31.

Use of estimates – The preparation of consolidated financial statements U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses in the consolidated financial statements. The Company's estimates consist of inputs used to calculate depreciation, amortization, impairment expenses, share-based compensation expense, right-of-use assets, and lease labilities. Actual results could differ from those estimates.

Business combination – In accordance with ASC Topic 805, *Business Combinations*, the Company determines whether an acquisition is a business combination, which requires that the assets acquired and liabilities assumed constitute a business. Each business combination is then accounted for by applying the acquisition method of accounting. If the assets acquired are not a business, the Company accounts for the transaction as an asset acquisition. Under both methods, purchase prices are allocated to acquired assets and assumed liabilities based on their estimated fair value at the time of the acquisition (adjusted for purchase price adjustments in business combinations). For transactions that are business combinations, the Company evaluates the existence of goodwill or intangibles. The excess, if any, of the purchase price over the net fair value amounts assigned to assets acquired and liabilities assumed is recognized as goodwill. The Company capitalizes acquisition-related costs and fees associated with asset acquisitions and immediately expenses acquisition-related costs and fees associated with business combinations.

Cash, cash equivalents, and restricted cash – Cash consists primarily of cash on hand and in bank accounts. The Company considers all short-term highly liquid investments purchased with original maturities of three months or less from date of acquisition to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2024 and 2023. Restricted cash consists primarily of cash proceeds from construction loans used for the sole purpose of construction and development projects.

At December 31, 2024 and 2023, and at various times during 2024 and 2023, there were cash balances with banks in excess of federally insured limits. The Company has not experienced any losses in its cash accounts, and management regularly monitors and assesses these concentrations and believes it is not exposed to any significant credit risk on cash, cash equivalents, and restricted cash.

Property, plant equipment, construction in progress and depreciation – Property, plant, and equipment are stated at cost, less accumulated depreciation. Repairs and maintenance are expensed as incurred. Any improvements that enhance or prolong the life of the asset are capitalized. Depreciation starts when assets are placed in service and is calculated using the straight-line method over the respective assets' estimated useful lives.

Asset Type	Estimated Life
Power plant	9 years
Leasehold improvements	9 years
Building	9 years
Other fixed assets	5 to 9 years

Construction in progress consists primarly of capitalized costs relating to energy projects in various stages of development or construction. These costs include interconnection deposits, legal, consulting, permitting, construction labor, equipment, and land costs necessary for developing and constructing an energy project. In accordance with ASC No. 835 – *Interest*, capitalized interest expense is included in construction in progress, and totals $81,214 and $0 for years ended December 31, 2024 and 2023, respectively.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. For the years ended December 31, 2024 and 2023, management recorded $541,865 and $0 in impairment of long-lived assets included in construction in progress, respectively.

Intangible asset – leasehold interest – Intangible asset consists of a leasehold interest which is the land lease agreement that gives the Company the right to use the land on which the Saguaro plant is located. The leasehold interest was obtained in conjunction with the Saguaro property acquisition (refer to Note 4) and is stated at fair value which is present value of the differences between the market rent and the actual payments on the rent. The asset is a definite-lived intangible asset amortized on a straight-line basis over the remaining useful life of nine years. Intangible assets are presented in other noncurrent assets on the consolidated balance sheets.

The Company reviews its intangible asset for impairment when there are triggering events that indicate that the asset might be impaired. If such event occurs, the Company compares its carrying amount of the asset to the future undiscounted cash flows, and if there is excess, the Company determines the fair value of the assets to calculate the impairment. There were no triggering events for the years ended December 31, 2024 and 2023, that would indicate the intangible asset is impaired.

Debt issuance and other deferred charges – The Company capitalizes debt issuance and other deferred charges associated with the Bocanova Project credit facility and tax equity transaction. Amounts are comprised of legal fees and debt servicing fees necessary to obtain the financing. The debt issuance charges are amortized over the expected life of the loan. The Company will monitor its capitalized equity costs for any indicators of impairment in future periods. Any further impairment losses will be recognized in the period in which the indicators are identified.

Income taxes – The Company is classified as a partnership for federal and state tax purposes and is subject to all federal tax laws governing partnerships and limited liability companies (LLC). An LLC is not subject to federal income taxes. In lieu of corporate income tax, the members of an LLC are subject to federal and state income taxes on their proportionate share of the Company's taxable income. The Company is also subject to an annual tax of $800 and LLC fee, per LLC, based upon gross receipts from all sources derived from or attributable to the state of California, imposed by the California Franchise Tax Board as well as taxes at various rates from certain other states in which the Company does business, such as Nevada, Texas, and Arizona. There are no temporary differences in reporting for LLC financial and income tax purposes.

Each year, management considers whether any material tax position the Company has taken is more likely than not to be sustained upon examination by the applicable taxing authority. Management believes that any positions the Company has taken are supported by substantial authority and, hence, do not need to be measured or disclosed in the attached consolidated financial statements.

Construction loan and letters of credit – Construction loans are classified as short-term debt agreements. Interest on the outstanding balances accrue monthly and is capitalized as part of project work in progress. This capitalization reflects the Company’s accounting policy of including interest costs in the total cost of the construction project until it is completed and placed into service.

Revenue recognition – electricity sales – The Company recognizes revenue from the sale of electricity generated by the Saguaro Power Plant under a Power Purchase Agreement (PPA). The Company recognizes revenue from electricity sales over time using an output measure that is calculated by multiplying the net generation or contract megawatt hours (MWh) delivered for each month by the corresponding contract price for the month. The Company evaluates its PPA to determine whether it is a lease pursuant to FASB ASC 842, *Leases*. The Company determined that its PPA is not a lease and do not fall under the lease accounting standard. Additionally, the Company evaluates whether the PPA are derivative instruments or included embedded derivatives pursuant FASB ASC 815 – *Derivatives and Hedging*. The Company determined that the PPA is not a derivative.

The PPA has a term of four months and stipulates that the Company, to the extent possible, must deliver a specified amount of energy in MWh not to exceed a maximum hourly quantity. The pricing for the electricity sold under the PPA varies by month, with rates ranging from $27 per MWh to $132 per MWh. In addition to the base electricity charges, the customer is also responsible for costs related to gas delivery and in some situations may be responsible for gas imbalance charges incurred during the delivery period. For the years ended December 31, 2024 and 2023, the Company reported electricity sales revenues of $23,182,360 and $0, respectively. The increase in revenue for the year ended December 31, 2024, reflects the commencement of electricity sales under the PPA.

Leases – The Company determines if an arrangement is a lease at inception. To the extent an arrangement represents a lease, the Company classifies that lease as an operating lease or a finance lease.

The Company capitalizes operating leases on its Consolidated Balance Sheets through a right-of-use (ROU) asset included in Other current assets and a corresponding lease liability. ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the operating lease. Operating lease ROU assets and obligations are recognized at the commencement date of an arrangement based on the present value of lease payments over the lease term utilizing an interest rate that the Company would have incurred to borrow over a similar term the funds necessary to purchase the leased asset. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

Some of the Company's lease agreements include lease and non-lease components for which the Company has elected to not separate for all classes of underlying assets. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As of December 31, 2024, all leases are classified as operating leases and represent office space. Lease terms are 3–5 years and lease expense was not significant during the year.

Share-based compensation – During 2024 and 2023, the Management Member has issued certain Class B units to the key employees of Nightpeak Energy LLC (refer to Note 7). Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements.

Share-based compensation expense is measured at the grant date based on the grant date calculated fair value of the award estimated in accordance with the provisions of ASC No. 718, *Stock Compensation*. The fair value of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service period, which is generally the option vesting period of four years. The expense is recognized for the portion of the award that is expected to vest.

The value of the equity awards has been estimated using the Black-Scholes model. The determination of fair value for share-based awards on the date of grant using an option-pricing model requires management to make certain assumptions regarding: (i) the expected volatility in the market price of Nightpeak Energy LLC's member units over the expected term of the awards; (ii) risk-free interest rates; (iii) expected terms of the award. The expected volatility is based on the historical volatilities of similar entities within the Company's industry. The risk-free interest rate is based on the U.S. Treasury yield curve for the expected term in effect on the date of grant. The expected term of the award represents the period of time expected to be outstanding and is derived from the contractual and vesting terms of the awards. The Company does not estimate a forfeiture rate and recognizes forfeitures as they occur.

Recent accounting pronouncement – During June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No 2016-13 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected, through an allowance for credit losses that is deducted from the amortized cost basis. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The FASB has issued subsequent standards to clarify, correct errors in or improve the guidance. ASU No. 2016-13 as amended is effective for annual periods and interim periods within those annual periods beginning after December 15, 2022. Early adoption is permitted for annual and interim periods beginning after December 15, 2018. At December 31, 2024 and 2023, the Company did not have any credit losses on gas imbalance receivables.

Reclassifications – Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported total assets, total liabilities, net income (loss), or members' equity.

Note 3 – Saguaro Asset Acquisition

On November 30, 2023, Nightpeak Energy LLC completed the acquisition of the Saguaro Power Company, which was the owner of a 90-megawatt (MW) 2x1 combined cycle cogeneration power plant (Saguaro) located in Henderson, Nevada. The transaction was accounted for as an asset acquisition pursuant to ASC No. 805. The purchase price of approximately $7.5 million comprised of approximately $6.7 million in cash consideration, approximately $0.8 million in transaction costs that were allocated to assets acquired on the basis of relative fair values, consisting primarily of land, building and improvements. The purchase price allocation is as follows:

Saguaro acquisition	
Power plant	$ 6,852,475
Leasehold interest	550,000
Building	68,434
Land improvements	37,976
Furniture and fixtures	9,728
Miscellaneous equipment	22,387
Total	$ 7,541,000

During the year ended December 31, 2024, the Company reassessed the useful life of the Saguaro Acquisition determining a change in accounting estimate was warranted, which is accounted for prospectively as of January 1, 2024, in accordance with ASC 250-10-45-17, *Accounting Changes and Error Corrections*. Based on repairs and improvements during the year ended December 31, 2024, and further evaluation of the Saguaro facility capabilities, the Company determined a useful life of 9 years. The change in accounting estimate will decrease depreciation expense and increase reported net income for the years ended December 31, 2024 and 2025.

Note 4 – Property, Plant and Equipment

At December 31, 2024 and 2023, property, plant, and equipment consist of the following:

	Useful Life	2024	2023
Land	N/A	$ 3,913,070	$ -
Power plant	9	8,276,241	6,852,475
Building	9	68,434	68,434
Leasehold improvements	9	62,237	37,976
Other fixed assets	5-9	72,961	56,388
Less accumulated depreciation		(1,139,457)	(295,844)
Deposits		13,137,130	13,449,535
Project work in progress		96,784,495	746,524
Total		$ 121,175,111	$ 20,915,488

Depreciation expense for the years ending December 31, 2024 and 2023, was $843,613 and $295,140, respectively.

As of December 31, 2024, project work in progress consisted of the Bocanova Power project which is a 150-megawatt battery storage power plant undergoing construction located in the greater Houston, Texas, area.

Note 5 – Notes Payable

On December 20, 2024, Bocanova Power and Bocanova Class B LLC, a related party, entered into a senior secured construction and term loan credit facility (Credit Facility) of up to $41,844,054. As of December 31, 2024, the Company had borrowed $37,348,169 under the Construction Loan, of which $4,495,885 was unused as of December 31, 2024. As of December 31, 2024, the Company had no borrowings under the available $65,360,627 Bridge Loan included in the Credit Facility. The loans are collateralized by all property currently owned by the Company. The Company incurred and capitalized debt issuance costs totaling $5,863,257 including an upfront fee of $3,895,337 by the lender.

The Company may elect a base rate loan or secured overnight financing rate (SOFR) loan. For advances elected as a base rate loan, interest is the sum of the applicable margin of 1.0%, and the greater of the prime rate; federal funds effective rate plus 0.50% and the daily simple SOFR in effect on such day plus 1.0%, and payments are due quarterly. For advances elected as a SOFR loan, interest is the applicable margin of 2.0% plus the daily simple SOFR rate and payments are due monthly. The interest rate was 6.4% as of December 31, 2024.

The Construction Loan matures at the earliest occurrence of the term conversion or October 1, 2025. Upon completion of the Bocanova project, there is an option to convert the Construction Loan to a Term Loan contingent upon required equity funding amounts, term conversion model and other conditions precedent.

In connection with the Credit Facility, the Company entered into a senior secured letter of credit facility (LC construction facility) up to $30,408,780 comprised of various uses including PPA and interconnections. As of December 31, 2024, the Company has issued and outstanding letters of credit totaling $15,000,000. These letters of credit serve as guarantees of payment for our PPA’s in accordance with the terms of the underlying agreements. The letters of credit availability period ends on the later of the Construction or Term Loan maturity date.

Note 6 – Members' Interest, Contributions, Allocations, and Distributions

In accordance with the LLC Agreement, the Members of the Company provide funding for general operational purposes and future business operations of the Company. The Members are required to contribute their initial contributions and additional contributions up to the Capital Commitment as stated in the LLC agreement. Members are not entitled to the return of any part of its capital contributions to the Company or to be paid interest in respect to such capital contributions.

Income and losses of the Company shall be allocated among the Members in proportion to, and until each Member has been allocated income and losses in an amount equal to, the amount needed to cause such Member's Capital Account balance (determined after taking into account all distributions and all allocations) to equal, as nearly as possible, such Member's Target Capital Account Amount. Target Capital Account Amount equals (a) the amount of distributions such Member would receive if each of the Company's remaining assets were deemed disposed of for an amount equal to the Book Basis, as defined in the LLC agreement, of each such asset, and the proceeds of such deemed disposition and all other cash of the Company remaining after satisfaction of all Company liabilities (limited in the case of nonrecourse liabilities to the Book Basis of the property securing such liabilities) were distributed among the Members pursuant to relevant sections in the LLC agreement and partner nonrecourse debt minimum gain as noted in the LLC agreement.

The Members recognize that Income and loss shall be allocated annually for tax and capital account calculations, even if no distributions are made to the Members. Allocations to capital accounts should be allocated in order and priority described in the LLC Agreement. Solely for federal and applicable state income tax purposes, items of Company taxable income, gain, loss and deduction for each fiscal year or other relevant period shall be allocated among the Members in the same manner as each correlative item In of income, gain, loss, and deduction, as determined for Capital Account purposes.

Prior to winding up the Company, the Executive Committee shall, to the extent permitted by the Act, direct the Managers to distribute Available Cash or other property to the Members, in the following order and priority, at such times and in such amounts as the Executive Committee may determine in its sole and absolute discretion: (i) first, to the Members in accordance with their Ownership Percentages until Initial Payout occurs; (ii) second, after the occurrence of Initial Payout and continuing until Second Payout, to the Members in accordance with their respective Initial Payout Percentages; (iii) third, after the occurrence of Second Payout and continuing until Final Payout, to the Members in accordance with their respective Second Payout Percentages; and (iv) fourth, after the occurrence of Final Payout, to the Members in accordance with their respective Final Payout Percentages, as defined in the LLC Agreement.

Note 7 – Share-Based Compensation

On May 16, 2022, the Management Member authorized 10,000 class B Shares to be allocated to the key employees of Nightpeak Energy LLC. Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements. Terms of the agreement, including vesting requirements, are determined by the Board of Directors of the Management Member. Class B Shares granted generally vest over a period of four years.

For the years ended December 31, 2024 and 2023, the Board of Directors of the Management Member authorized and approved 490 shares and 575 shares, respectively. The Company estimated the fair value of equity awards granted to employees on the date of grant using the Black-Scholes option pricing model. For both years ended December 31, 2024 and 2023, the Company estimated a risk-free interest rate of 4% and a volatility of 20%. For the years ended December 31, 2024 and 2023, the weighted-average fair value per share was $43.89.

Shares available for granting were 935 and 1,425 as of December 31, 2024 and 2023, respectively.

For the years ended December 31, 2024 and 2023, total share-based compensation was $156,093 and $148,979, respectively. Nonvested shares were 3,612 and 6,875 as of December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, there was $241,989 and $235,376, respectively, of unrecognized share-based compensation expense related to unvested share-based awards.

Note 8 – Letters of Credit

As of December 31, 2024, the Company has an additional outstanding letter of credit totaling $4,000,000. This letter of credit serves as guarantees of payment to Texas-New Mexico Power Company in accordance with the terms of the underlying agreements.

Note 9 – Subsequent Events

In February 2025, the Company received $2,000,000 in contributions from members.

In January 2025, the Company borrowed $4,370,941 against the construction loan, and in February, 2025 the Company borrowed $6,349,102 against the bridge loan.

In March 2025, the Company issued a $4,000,000 irrevocable standby letter of credit through the Credit Facility.

Management has evaluated events and transactions for potential recognition or disclosure through March 25, 2025, which represents the date the consolidated financial statements were available to be issued.

MOSSADAMS

Business References:

Chris Gerety,
VP of Transmission
Texas New Mexico Power
Christopher.Gerety@tnmp.com

Joe Ripple
Building Permit Administrator
Brazoria County
joer@brazoriacountytx.gov

Cary Perrin
President & CEO
Northern Brazoria County Chamber of Commerce
c_perrin@nbcchamber.org

Glenn Salyer
Local Sweeny Businessman, Landowner
gsalyer1@windstream.net

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EXHIBIT B

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2025

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: 11/7/2025

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2025, for property of Glenn & Mary Susan Salyer and Sheila Elster described in **Exhibit C** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY	**APPRAISED VALUE**
Account No. _____	$ _____
Account No. _____	$ _____

LAND

Account No. 182613	$ 4,210
Account No. 159206	$ 550
Account No. 182611	$ 14,830

IMPROVEMENTS

Account No. _____	$ _____
Account No. _____	$ _____
Account No. _____	$ _____

Certified this 7th day of November, 20 25.

CHIEF APPRAISER
BRAZORIA COUNTY APPRAISAL DISTRICT
BY: _____

Digitally signed by Marcel Pierel III
DN: cn=Marcel Pierel III, o=Brazoria CAD, ou=BCAD, email=mpierel@brazoriacad.org, c=US
Date: 2025.11.07 14:54:47 -06'00'

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EXHIBIT C

Proposed Facility Address and Legal Description

Situs Address:	**East of Farm-to-Market 524 & County Road 360**
Legal Description:	**Lot 41B in the Arch McDonald Survey (Abstract 0046, C.Breen) Tract 12 in the Polly & Chance Survey (Abstract 119)**
Brazoria CAD Parcel ID:	**182613, 159206, 182611**
Brazoria CAD Geographic ID:	**1336-0115-000, 0119-0031-105, 1336-0113-000**

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

GLENN W. SAYLER
DESCRIPTION FOR 76.56 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS

Being a description for combined 76.56 acres solar lease, consisting of a 51.56-acre parcel and a 25.00-acre parcel, located in the Charles Breen Survey, Abstract No. 46. Both parcels being comprised of the residue of a called 100-acre tract of land conveyed to Glenn W. Salyer by deed recorded in Volume 1383, Page 649 (1/2 interest) and in Volume 1662, Page 810 (1/2 interest) of the Deed Records of Brazoria County ,Texas (D.R.B.C.,TX) Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

51.56 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX.);

THENCE, North 42°06'53" East, along the north line of said residue of 100-acre tract, a distance of 685.52 feet to a 1-inch iron pipe, found on the northeast corner of said residue of 100-acre tract and in the west line of that called 89.755 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2023034189 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 3,277.13 feet to a at a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northeast corner of a 25.00 acre tract and southeast corner of herein described tract;

THENCE, South 42°06'15" West, over and across said residue of 100-acre tract , a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northwest corner of a 25.00 acre tract, the southwest corner of herein described tract and in the east line of that certain tract of land conveyed to Jeffery P Clark by deed recorded in File No. 2024024174 of the O.P.R.B.C.,TX.;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, passing at a distance of 254.04, a 3/4-inch iron pipe found marking the northeast corner of said Clark tract, for a total distance of 3,277.25 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 51.56 acres of land.

25.00 ACRES:

COMMENCING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that said 20.48 acres tract;

THENCE, South 47°56'30" East, along the west line of said residue of 100-acre tract, a distance of 3,277.25 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found for the **POINT OF BEGINNING** (N: 13,583,503.75; E: 3,014,693.97) of herein described tract;

THENCE, North 42°06'15" East, over and across said residue of 100-acre tract, a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the east line of said residue of 100-acre tract, in the west line of said 89.755 acres tract and the northeast corner of herein described tract;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 1,589.68 feet to a 1-inch iron pipe, found on the southeast corner of said residue of 100-acre tract and herein described tract, and in the north line of a called 67.263 acres tract of land conveyed to Sweeny Economic Development Park by deed recorded in File No. 2024009862 of the O.P.R.B.C.,TX.;

THENCE, South 42°04'55" West, along the south line of said residue of 100-acre tract, a distance of 684.86 feet to a calculated point for the southwest corner of said residue of 100-acre tract and herein described tract, from which a 8-inch wood post bears South 71°09'49" West, a distance of 0.21 feet;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, a distance of 1,589.94 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 25.00 acres of land.

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION FOR 83.21 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46, AND
JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT NO. 119
BRAZORIA COUNTY, TEXAS

Being a description for an 83.21 acre parcel, located in the Charles Breen Survey, Abstract No. 46, and the Joseph H. Polley & Samuel Chance Survey, Abstract No. 119, Brazoria County, Texas, and being out of that certain 138.21 acre tract of land conveyed to Rodney and Sheila Elster Family Limited Partnership by deed recorded in File No. 2025046644 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX). Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

83.21 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) at a corner on the northeast line of said Elster tract of land, also being the northwest corner of a residue of a 100-acre tract of land conveyed to Glenn W. Salyer by deeds recorded in Volume 1383, Page 649, and Volume 1662, Page 810 of the Deed Records of Brazoria County, Texas (D.R.B.C.,TX) and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'30" East, along the northeast line of said Elster tract, a distance of 3,023.21 feet to a 3/4-inch iron pipe with cap inside marked "ADAMS 3666-5611", found on the southerly corner of said residue of 100-acre tract and the east corner of said Elster tract;

THENCE, South 42°16'29" West, along the east line of said Elster tract, a distance of 1,035.28 feet to a point for corner of the herein described tract from which a found 10 inch wooden fence post bears South 42°16'29" West, a distance of 0.78 feet, being the east corner of that certain tract of land described in deed to James Robert Finley, recorded in File No. 2023034189, O.P.R.B.C.,TX, and the north corner of that certain tract of land described in deed to Jeffrey Paul Clark, recorded in File No. 2011047297, O.P.R.B.C.,TX;

THENCE, North 47°55'26" West, along the southwest line of said Elster tract, a distance of 3,114.68 feet to a 1/2 iron rod found, also being the east corner of that certain tract of land conveyed to Kathleen A. Jones, by deed recorded in File No. 2011003774 of the O.P.R.B.C.,TX., and the south corner of that certain tract of land conveyed to Texas-New Mexico Power Co., by deed recorded in File Nos. 2014055511 and 2023027198 of the O.P.R.B.C.,TX.;

THENCE, North 13°06'34" East, along the west line of said Elster tract and the east line of said Texas-New Mexico Power Co. tract, a distance of 798.27 feet to a 5/8 inch iron rod found on the west line of the herein described tract and the northeast corner of said Texas-New Mexico Power Co. tract;

THENCE, South 87°28'00" West, along the westerly line of said Elster tract and the north line of said Texas-New Mexico Power Co. tract, a distance of 510.26 feet to a 5/8 inch iron rod found on the east right-of-way line of FM 524, a public right-of-way;

THENCE, North 07°05'25" East, along the east right-of-way line of said FM 524 and the west line of the herein described tract, a distance of 173.04 feet to a point for corner from which a 1/2 inch iron pipe found bears South 83°09'38" West, 0.66 feet, being on the north line of the herein described tract and being the southwest corner of that certain tract of land conveyed to Chevron Phillips Chemical Company, LP, by deed recorded in File No. 2007071141, O.P.R.B.C.,TX;

THENCE, departing the said east right-of-way line and along the south line of said Chevron Phillips Chemical Company, LP tract and the north line of the herein described tract the following courses and distances:

South 83°09'38" East, a distance of 264.84 feet to a point for corner from which a 1/2 iron pipe found bears North 66°16'41" West, a distance of 1.44 feet;

North 06°53'11" East, a distance of 180.19 feet to a 1/2 inch iron pipe found;

South 83°12'22" East, a distance of 437.20 feet to a 1/2 inch iron pipe found;

South 47°54'39" East, a distance of 474.77 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 83.21

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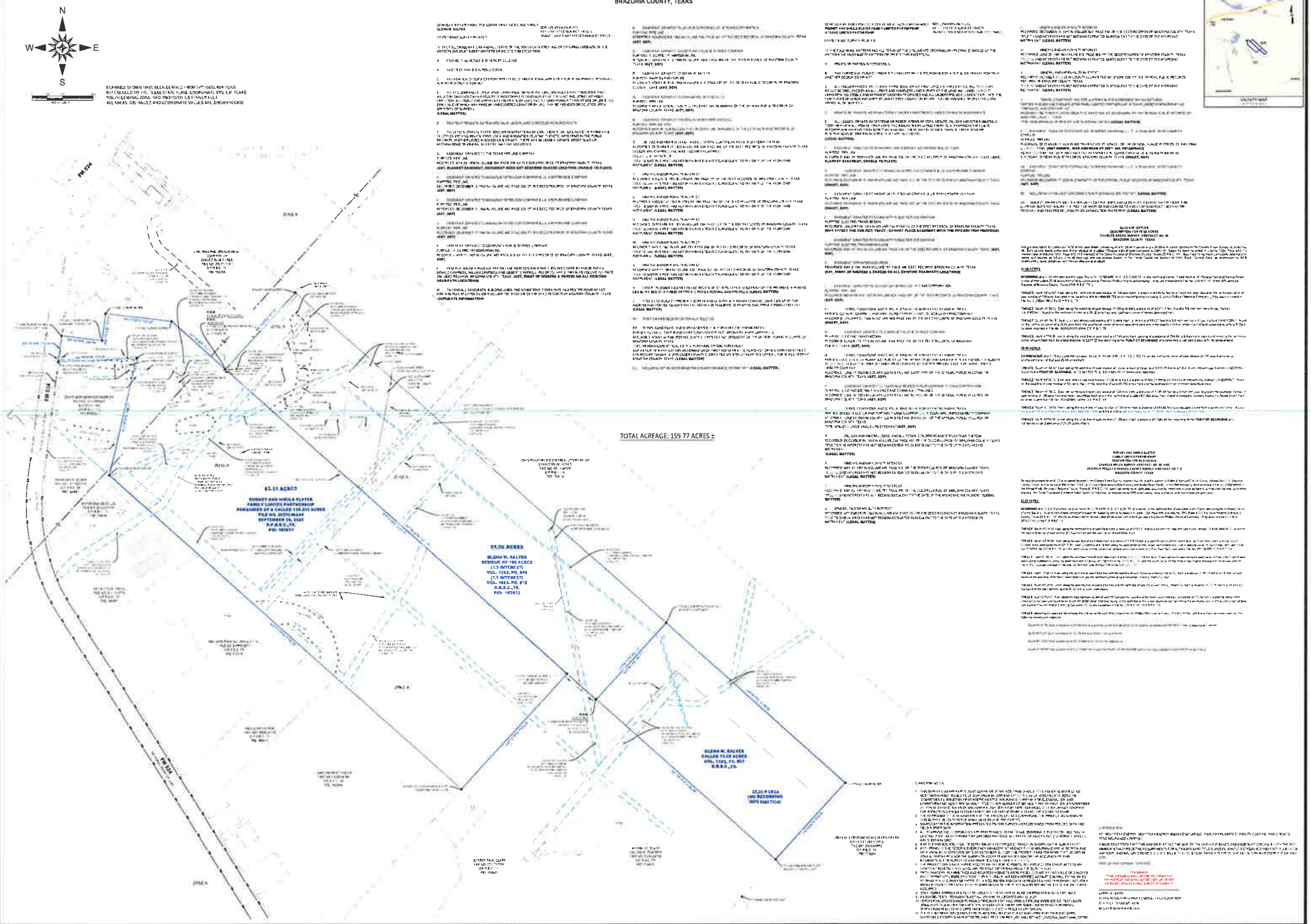
EXHIBIT D

Map Showing Site

EXHIBIT D (continued)

Map Showing Site

BRAZORIA COUNTY, TEXAS



SCHEDULE B ITEMS FROM TITLE COMMITMENT NO. 1-2020-0000000 (EFFECTIVE DATE: MARCH 1, 2021)

GLENN W. SALYER

10. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT ISSUED BY TEXAS NATIONAL TITLE, LLC, GF NO. 1-2020-0000000, EFFECTIVE DATE MARCH 1, 2021, ISSUED MARCH 8, 2021. THE FOLLOWING ITEMS ARE LISTED IN SCHEDULE B OF SAID COMMITMENT:

a. STANDARD EXCEPTIONS (NOT SURVEY RELATED)

b. NOT AFFECTING PROPERTY

c. RIGHT OF WAY TO SUGAR CREEK DRAINAGE DISTRICT, AS SHOWN IN VOLUME 1, PAGE 1 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

d. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1353, PAGE 840 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

e. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

f. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

g. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

h. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

i. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

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v. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

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aa. ALL MINERALS AND ROYALTY INTEREST, TOGETHER WITH ALL RIGHTS, EXPRESS OR IMPLIED, TO EXPLORE, DEVELOP AND PRODUCE THE SAME, AS RESERVED IN INSTRUMENT RECORDED IN VOLUME 1662, PAGE 810 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS (AFFECTS, AS SHOWN ON SURVEY)

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EXHIBIT E

Project Description including Time Schedule for Undertaking and Completing Project

Bulldog Power LLC (Bulldog or the Project) proposes to construct a 310MW natural gas fired peaking facility within the ERCOT Houston load zone. The electric power generation plant would create electricity for sale into the wholesale power market and would help address projected power generation capacity shortfalls in the Texas electricity market.

The Project would consist of one to two advanced natural gas-fired combustion turbines in a simple-cycle configuration. Located in close proximity to the City of Houston, the Facility would benefit from zonal pricing dynamics in an area historically reliant on power imports. The Project would directly interconnect with Texas New Mexico Power's ("TNMP") Farm-to-Market 524 Substation adjacent to the Bulldog site, selling power to the Houston load zone. As displaced coal capacity is replaced by renewable resources in the supply stack and load growth surges, peaking assets will remain critical to grid stability in ERCOT and in the Houston load Zone.

The Project would benefit from access to multiple large natural gas pipelines, with nearby pricing hubs including Houston Ship Channel and Katy Hub. As currently proposed, the Project would be developed on approximately 158 acres within Brazoria County, in a proposed reinvestment zone that would be established on land near Sweeny, Texas and southwest of the Houston Metropolitan Area.

The simple-cycle facility would utilize advanced combustion turbines featuring improved startup time and shutdown capabilities. The design of the turbines will also provide significant improvements in efficiency over older generation turbines, allowing the new units to burn less fuel than earlier technology turbines and reduced emissions. Additionally, the turbines will be equipped with Selective Catalytic Reduction (SCR), Water Injection and Low-NOx Burners to control emissions of nitrogen oxides (NOx) and carbon monoxide. These efficiency improvement and emissions control equipment will reduce overall amounts of nitrous oxide, carbon dioxide, unburned hydrocarbons and other volatile organic compounds. The turbines are also designed to be capable of operating in the future on up to 50% hydrogen as a low carbon alternative fuel.

The estimated capital investment of the Project is about $255 million in personal and real property. With financial approval, construction could commence as early as 2027 with a target completion date in 2029. It is anticipated that the Project would create approximately 300 construction jobs during the peak of its development phase and upon completion, ten permanent, full-time positions to operate the facility.

EXHIBIT F

Planned Water and Sewer Treatment Methods and Disposal of Effluent

Subject to permitting and final designs, the facility will utilize on-site groundwater wells as the primary water supply. These wells will be constructed and operated in accordance with the Brazoria County Groundwater Conservation District (GCD) regulations to ensure safe and compliant water sourcing.

Sanitary wastewater from restrooms and breakroom facilities will be treated using a conventional on-site septic system, consisting of a septic tank and a subsurface soil absorption (leach) field. The system will be designed and permitted through the appropriate local authority and maintained regularly to ensure compliance with environmental standards.

Process wastewater will consist primarily of concentrated blowdown from a cooling tower and an evaporative cooler. This wastewater will not undergo any treatment prior to being will be directed to a detention basin, where it will be combined with stormwater runoff from the facility. The combined flow will then be conveyed to a vegetated ditch which flows to other waterways.

The detention basin and swale system will be designed to manage flow rates, promote sedimentation, and reduce potential environmental impacts in accordance with applicable stormwater management and water quality regulations issued by the West Brazoria County Drainage District.

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EXHIBIT G

Letter/Statement regarding Variance Requests

EXHIBIT H

Economic Impact Plan

The project will make a concerted effort to utilize local contractors, suppliers, and labor throughout construction and operations. We will also request that our contractors extend this commitment to their subcontractors to maximize local economic impact.

Nightpeak has a proven track record of engaging local vendors. For example, during the previous Nightpeak Boconova Project, which was developed on approximately 20 acres, we partnered with several Brazoria County-based businesses, including:

- **FMS Surveying – Manvel, TX**
- **Tolunay-Wong Engineers – Freeport, TX**
- **Bradly Sand and Concrete Crushing Company LLC – Santa Fe, TX**

Beyond vendor engagement, the company actively supports community programs and organizations in Brazoria County, including:

- **Alvin-Manvel Community Food Pantry**
- **Brazoria County Library System**
- **San Jacinto Girl Scouts**
- **Sweeny High School PetrochemWorks Internship Program**

While the prior project was relatively small in scale, the upcoming projects will encompass more than 150 acres. This significant increase in size will greatly expand the opportunities for local vendors and contractors, resulting in a much larger economic impact within Brazoria County, while continuing to strengthen partnerships with local organizations and community programs.

Project Bulldog Power LLC - Phase 1 - Impact Report

Project Bulldog Power - Phase 1

Project Type: New/Startup
Industry: Distribution & Logistics
Prepared By: Econ. Dev. Alliance for Brazoria County

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Econ. Dev. Alliance for Brazoria County using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Econ. Dev. Alliance for Brazoria County.

This report, generated by the Impact DashBoard application, has been prepared by Econ. Dev. Alliance for Brazoria County to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Econ. Dev. Alliance for Brazoria County made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Econ. Dev. Alliance for Brazoria County and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Bulldog Power, LLC is developing a 310MW combustion turbine facility located near Sweeny, TX. The project will improve ERCOT grid reliability, provide numerous construction jobs and will support a number of ongoing operations and maintenance jobs throughout its life. The project is under development and targeted to begin operation in 2029 or earlier.

Contact - Paris Hayes, CEO - phays@nightpeak.energy

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	10.0	18.1	**28.1**
Annual Salaries/Wages	$1,000,000	$694,800	**$1,694,800**
Salaries/Wages over 10 Years	$10,949,721	$7,607,866	**$18,557,587**
Taxable Sales/Purchases in Brazoria County	$102.19M	$760,787	**$102.95M**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to Brazoria County	1.1	1.9	**2.9**
New residents in Brazoria County	2.7	4.9	**7.7**
New residential properties constructed in Brazoria County	0.2	0.3	**0.4**
New students to attend local school district	0.5	0.9	**1.5**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

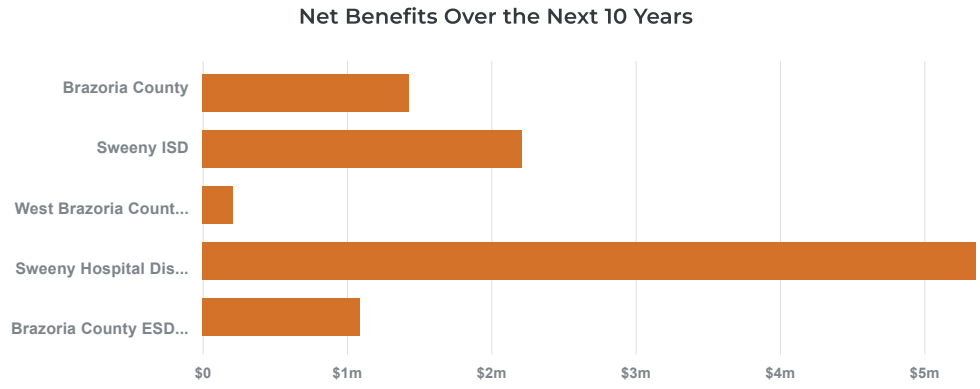
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN BRAZORIA COUNTY							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$122,483	$5,000,000	$0	$250.00M	$100,000	*$255.10M*	**$255.22M**
2	$124,933	$5,100,000	$0	$225.00M	$102,000	*$230.20M*	**$230.33M**
3	$127,431	$5,202,000	$0	$200.00M	$104,040	*$205.31M*	**$205.43M**
4	$129,980	$5,306,040	$0	$175.00M	$106,121	*$180.41M*	**$180.54M**
5	$132,579	$5,412,161	$0	$150.00M	$108,243	*$155.52M*	**$155.65M**
6	$135,231	$5,520,404	$0	$125.00M	$110,408	*$130.63M*	**$130.77M**
7	$137,936	$5,630,812	$0	$100.00M	$112,616	*$105.74M*	**$105.88M**
8	$140,694	$5,743,428	$0	$75,000,000	$114,869	*$80,858,297*	**$80,998,991**
9	$143,508	$5,858,297	$0	$50,000,000	$117,166	*$55,975,463*	**$56,118,971**
10	$146,378	$5,975,463	$0	$50,000,000	$119,509	*$56,094,972*	**$56,241,351**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
Brazoria County	$1,449,999	($16,602)	$1,433,397	$1,141,367
Sweeny ISD	$12,714,149	($10.50M)	$2,212,340	$1,819,353
West Brazoria County Drainage District	$210,448	$0	$210,448	$173,067
Sweeny Hospital District	$5,359,386	$0	$5,359,386	$4,407,413
Brazoria County ESD #2	$1,090,943	$0	$1,090,943	$897,162
Total	**$20,824,925**	**($10.52M)**	**$10,306,514**	**$8,438,362**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

Based on the County's current graduated scale guidelines

A summary of the total Public Support modeled in this analysis is shown below.

VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	PROPERTY TAX INCENTIVE	TOTAL
Brazoria County	$2,884,416	$2,884,416
Sweeny ISD	$0	$0
West Brazoria County Drainage District	$0	$0
Sweeny Hospital District	$0	$0
Brazoria County ESD #2	$0	$0
Total	**$2,884,416**	**$2,884,416**

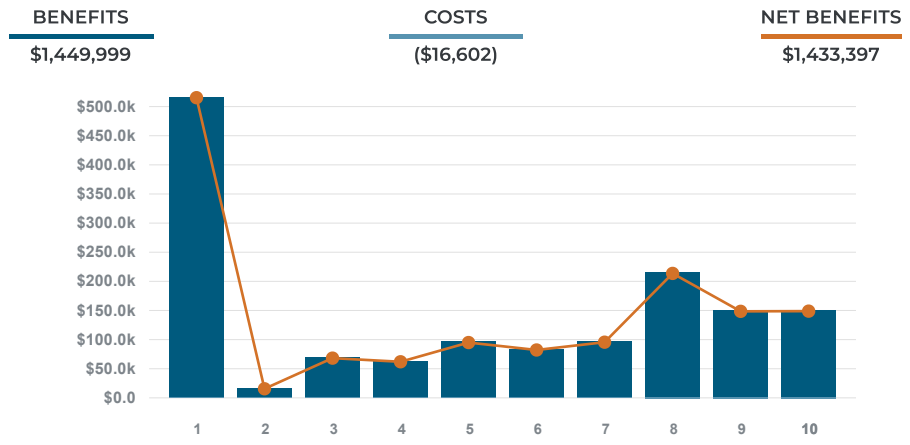
Brazoria County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$505,475	$9,279	$514,754
Real Property Taxes	$143,236	$0	$143,236
FF&E Property Taxes*	$778,334	$0	$778,334
Inventory Property Taxes	$2,865	$0	$2,865
New Residential Property Taxes	$0	$3,509	$3,509
Building Permits and Fees	$0	$0	$0
Miscellaneous Taxes and User Fees	$3,942	$3,359	$7,301
Benefits Subtotal	**$1,433,852**	**$16,147**	**$1,449,999**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($8,979)	($7,623)	($16,602)
Costs Subtotal	**($8,979)**	**($7,623)**	**($16,602)**
Net Benefits	**$1,424,873**	**$8,524**	**$1,433,397**

*Excludes Property Tax Abatement valued at $2,884,416

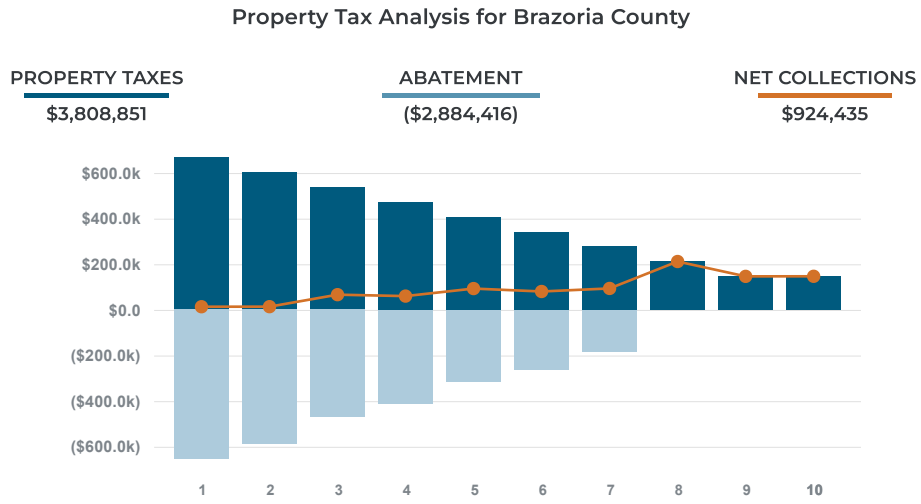
Annual Fiscal Net Benefits for Brazoria County



Brazoria County Public Support

Tax Incentives

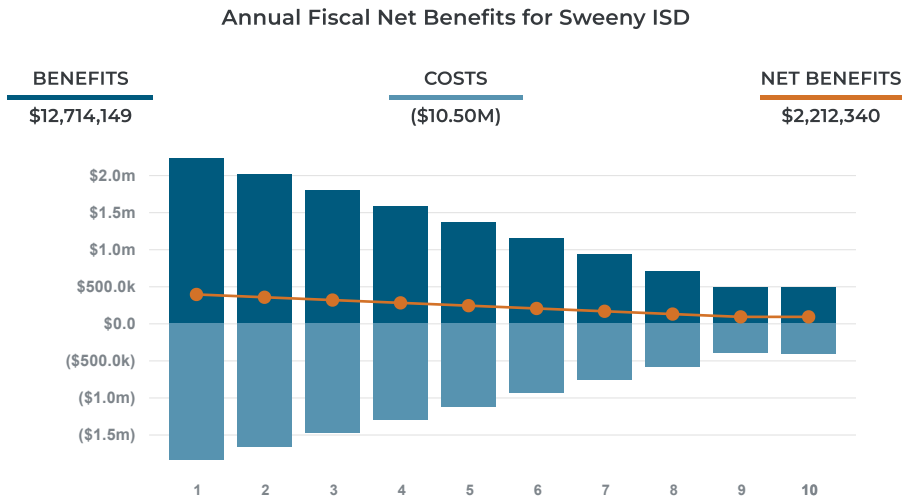
The following property tax incentive is modeled for Brazoria County in this analysis.



Sweeny ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$478,010	$0	$478,010
FF&E Property Taxes	$12,223,400	$0	$12,223,400
Inventory Property Taxes	$9,560	$0	$9,560
New Residential Property Taxes	$0	$765	$765
Addtl. State & Federal School Funding	$0	$2,414	$2,414
Benefits Subtotal	**$12,710,970**	**$3,179**	**$12,714,149**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($1,916)	($1,916)
Reduction in State School Funding	($10.50M)	($632)	($10.50M)
Costs Subtotal	**($10.50M)**	**($2,548)**	**($10.50M)**
Net Benefits	**$2,211,709**	**$631**	**$2,212,340**

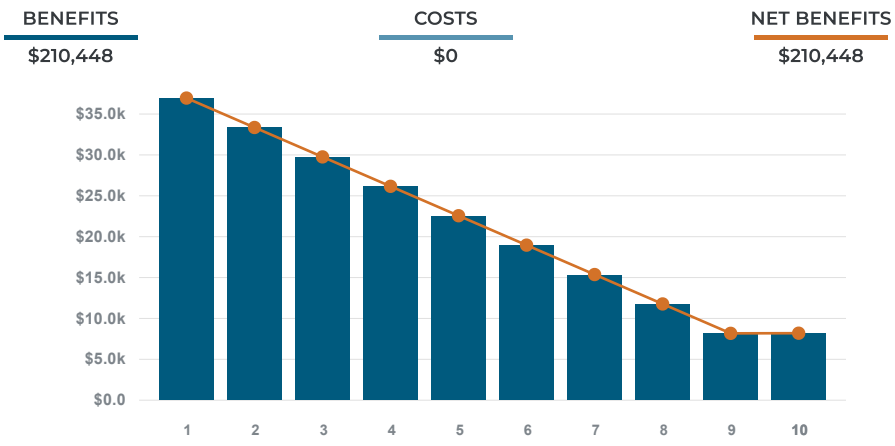


West Brazoria County Drainage District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by West Brazoria County Drainage District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: WEST BRAZORIA COUNTY DRAINAGE DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$7,913	$0	$7,913
FF&E Property Taxes	$202,342	$0	$202,342
Inventory Property Taxes	$158	$0	$158
New Residential Property Taxes	$0	$35	$35
Benefits Subtotal	**$210,413**	**$35**	**$210,448**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$210,413**	**$35**	**$210,448**

Annual Fiscal Net Benefits for West Brazoria County Drainage District

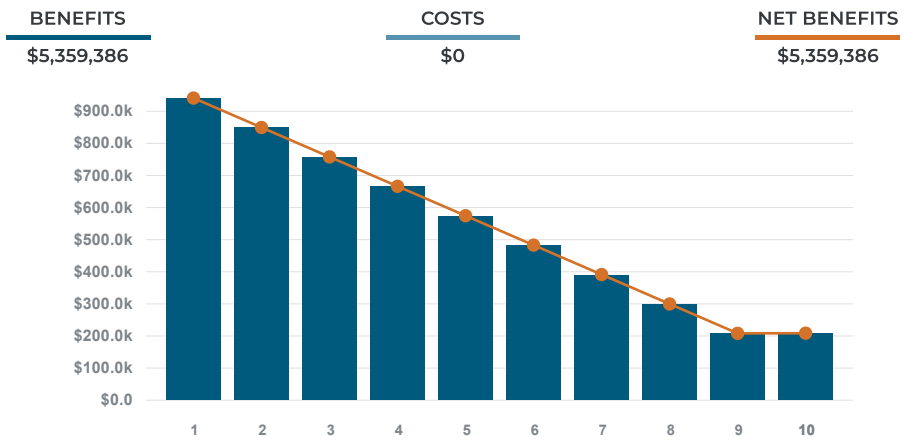


Sweeny Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$201,512	$0	$201,512
FF&E Property Taxes	$5,152,952	$0	$5,152,952
Inventory Property Taxes	$4,030	$0	$4,030
New Residential Property Taxes	$0	$891	$891
Benefits Subtotal	**$5,358,494**	**$891**	**$5,359,386**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$5,358,494**	**$891**	**$5,359,386**

Annual Fiscal Net Benefits for Sweeny Hospital District

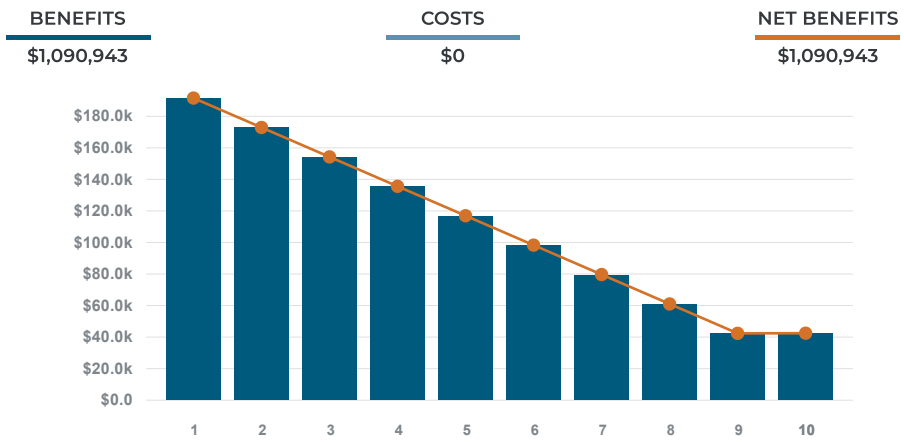


Brazoria County ESD #2 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County ESD #2 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY ESD #2			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$41,019	$0	$41,019
FF&E Property Taxes	$1,048,922	$0	$1,048,922
Inventory Property Taxes	$820	$0	$820
New Residential Property Taxes	$0	$181	$181
Benefits Subtotal	**$1,090,762**	**$181**	**$1,090,943**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,090,762**	**$181**	**$1,090,943**

Annual Fiscal Net Benefits for Brazoria County ESD #2



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

221112 FOSSIL FUEL ELECTRIC POWER GENERATION		BRAZORIA COUNTY
Employment Multiplier	(Type II Direct Effect)	2.8095
Earnings Multiplier	(Type II Direct Effect)	1.6948

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

Appendix

BRAZORIA COUNTY PROPERTY TAX ABATEMENT					
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES	TOTAL
1	$0	$0	$654,063	$0	**$654,063**
2	$0	$0	$588,656	$0	**$588,656**
3	$0	$0	$470,925	$0	**$470,925**
4	$0	$0	$412,059	$0	**$412,059**
5	$0	$0	$313,950	$0	**$313,950**
6	$0	$0	$261,625	$0	**$261,625**
7	$0	$0	$183,138	$0	**$183,138**
8	$0	$0	$0	$0	**$0**
9	$0	$0	$0	$0	**$0**
10	$0	$0	$0	$0	**$0**
Total	**$0**	**$0**	**$2,884,416**	**$0**	**$2,884,416**

BRAZORIA COUNTY PROPERTY TAX ABATEMENT SCHEDULE				
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES
1	0.0%	100.0%	100.0%	0.0%
2	0.0%	100.0%	100.0%	0.0%
3	0.0%	90.0%	90.0%	0.0%
4	0.0%	90.0%	90.0%	0.0%
5	0.0%	80.0%	80.0%	0.0%
6	0.0%	80.0%	80.0%	0.0%
7	0.0%	70.0%	70.0%	0.0%
8	0.0%	0.0%	0.0%	0.0%
9	0.0%	0.0%	0.0%	0.0%
10	0.0%	0.0%	0.0%	0.0%

EXHIBIT I

Detailed Itemized List of Tangible Personal Property requesting to be abated

Bulldog Power LLC's real and personal property improvements for the proposed Project would include:

- Advanced class combustion turbines and generators
- Control room, administrative & warehouse building
- Demin water system
- Fuel gas treatment
- Selective catalytic reactors and emission monitoring equipment
- Ammonia storage and injection systems
- All ancillary machinery and equipment necessary for operations and maintenance

EXHIBIT J

Application for Abatement with Other Taxing Jurisdictions

Bulldog Power LLC has not applied to any other Taxing Jurisdictions to date. It is currently being contemplated that Bulldog Power LLC may apply to the Jobs, Energy, Technology and Innovation Act (JETI) Program at the Texas Comptroller's Office, in conjunction with Sweeny Independent School District.

KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT K

Real Estate Purchase Option

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "**Memorandum**" is dated as of April 19, 2025 (the "**Effective Date**") by and between Glenn W. Salyer and Mary Susan Salyer (collectively "**Seller**") and Toronado Land Company LLC, a Delaware limited liability company ("**Purchaser**") with reference to the following recitals:

A. Seller owns that certain real property located in the County of Brazoria, State of Texas, legally described on **Exhibit A** attached hereto, and incorporated herein by reference and consisting of approximately 76.56 acres, including all of Seller's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any rights pertaining to water, minerals, caliche, gravel and/or hydrocarbons relating thereto (collectively, the "**Property**").

B. Seller and Purchaser (i) entered into that certain Real Estate Purchase Option Agreement, dated effective as of October 12, 2023 (the "**Original Agreement**") pursuant to which Seller granted Purchaser an option to purchase twenty-five (25) acres of the Property (the "**Option**"), and (ii) executed and recorded a Memorandum of the Agreement in the real property records of Brazoria County, Texas on November 8, 2023, as Instrument No. 2023050277.

C. Effective as of the Effective Date, Seller and Purchaser executed an amendment to the Original Agreement (the "**First Amendment to Purchase Option Agreement**"), which among things, grants Purchaser the option to purchase the *entire* Property, all as set forth in greater detail therein.

D. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the First Amendment to Purchase Option Agreement, including, without limitation, notice that the Option has been amended to grant Purchaser the option to purchase the entire Property. Capitalized terms used and not defined herein have the meaning set forth in the Original Agreement as amended by the First Amendment to Purchase Option Agreement (collectively, the "**Agreement**").

NOW THEREFORE, for and in consideration of the promises, covenants and agreements of the parties contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Section 1 of the Agreement, Seller has granted, and does hereby grant to Purchaser an exclusive and irrevocable option (the "**Option**") to purchase the

Property on the terms and conditions set forth in the Agreement.

2. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

3. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to Purchaser's Option and the covenants, terms and provisions set forth in the Agreement and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

4. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum as of the Effective Date.

Seller

Glenn W. Salyer

Glenn W. Salyer

Mary Susan Salyer

Mary Susan Salyer

Purchaser

Toronado Land Company LLC

By:

Name: Paris Hays

Title: Chief Executive Officer

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Glenn Salyer [Name and Character of Officer], on this day personally appeared Glenn Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Sandra K. Blaine
Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Mary Susan Salyer [Name and Character of Officer], on this day personally appeared Mary S. Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025.

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Notary Public Signature

Sandra K. Blaine

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On May 19, 2025 before me, SHAHROKH SHAMLOO,
Notary Public, personally appeared Paris Hays,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shahrokh Shamloo
Signature of Notary Public

(Notary Seal)

SHAHROKH SHAMLOO
Notary Public - California
Contra Costa County
Commission # 2425187
My Comm. Expires Dec 2, 2026

EXHIBIT A

Property Description

That certain real property located in Brazoria County, Texas, off of Farm to Market 524 near Sweeny, Texas more particularly described as follows:

FM 524 OFF OIL FIELD RD

Legal Description: ABST - 46 SUBD - Arch McDonald S/D Tr. A, B, B1, C, E, F & G Tract - 41B

APN: 1336-0115-000

EXHIBIT B

FORM OF MEMORANDUM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of 10/17, 2025 (the "Effective Date"), between Rodney and Sheila Elster Family Limited Partnership, LP, a Texas Limited Partnership ("Seller"), and Toronado Land Company LLC ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to Property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Brazoria County, Texas, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Attachment A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between

the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a 3 year period beginning on the Effective Date. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:	Purchaser:
Rodney and Sheila Elster Family Limited Partnership, LP	
c/o A.G. CROUCH CROUCH LAW OFFICE 235 W. SEALY STREET ALVIN, TEXAS 77511	TORONADO LAND COMPANY C/O NIGHTPEAK ENERGY 1423 BROADWAY PMB 114 OAKLAND, CA 94612

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Brazoria County, Texas, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the Property. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

SELLER:

Rodney and Sheila Elster Family Limited Partnership, A Texas Limited Partnership

Sheila Horak Elster,
Name: Sheila Horak Elster
Title: General Partner

PURCHASER:

Toronado Land Company LLC,
a Delaware limited liability company

By:
Name: Paris Hays
Title: Chief Executive Officer

See Attached Certificate

Recording requested by and
when recorded mail to:

Crouch Law Office
235 W. Sealy Street
Alvin, Texas 77511

THE STATE OF TEXAS §
§
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 17 day of October, 202__, by Sheila Horak Elster.

REBECCCA LELA BLANCHETTE
Notary ID #128161086
My Commission Expires
February 16, 2026

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____[name of signatory], _____[title of signatory] of _____[name of entity] a _____[state of formation of entity] _____[type of entity], on behalf of said _____[type of entity].

Notary Public in and for the State of Texas

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On October 20, 2025 (Date) before me, Stephanie E. Losier Notary Public (Here Insert Name and Title of the Officer),

personally appeared Paris Hays (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEPHANIE E. LOSIER
Notary Public - California
Contra Costa County
Commission # 2468277
My Comm. Expires Oct 25, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

ATTACHMENT A

LEGAL DESCRIPTION

All of the SURFACE AND SUBSURFACE down to 500 feet ONLY fee interest with respect to the approximately 81 acres of the following real property situated in Brazoria County, Texas, together with any improvements thereon, and easements and appurtenances thereto, but excluding Seller's interest, if any, without surface rights, in any subsurface oil, gas, and minerals rights pertaining thereto:

The specific legal description of the Property to be purchased shall be provided by Purchaser prior to Closing

Black – Toronado Land Company Parcel

Exhibit A

FILED and RECORDED

Instrument Number: 2025050994

Filing and Recording Date: 10/21/2025 10:50:09 AM Pages: 7 Recording Fee: $45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

EXHIBIT L

Secretary of State Filings

Report Name: Jurisdictions
Created By: Sujay Parikh
Date Created: 12/19/2025 6:52:21 PM
Date Format: MM/DD/YYYY

Jurisdiction	Registered With	Authorization Date	Jurisdiction ID	Jurisdiction Status	Jurisdiction Status Description	CSC Service	CSC Service Status	Registered Agent
Delaware	Secretary Of State, Division Of Corporations	10/19/2023	2511706	Good Standing as of 12/17/2025		Statutory Representation	Active	Corporation Service Company
Texas	Secretary Of State, Statutory Filings Division, Corporations Section	10/26/2023	805291327	In Existence as of 12/04/2025		Statutory Representation	Active	Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

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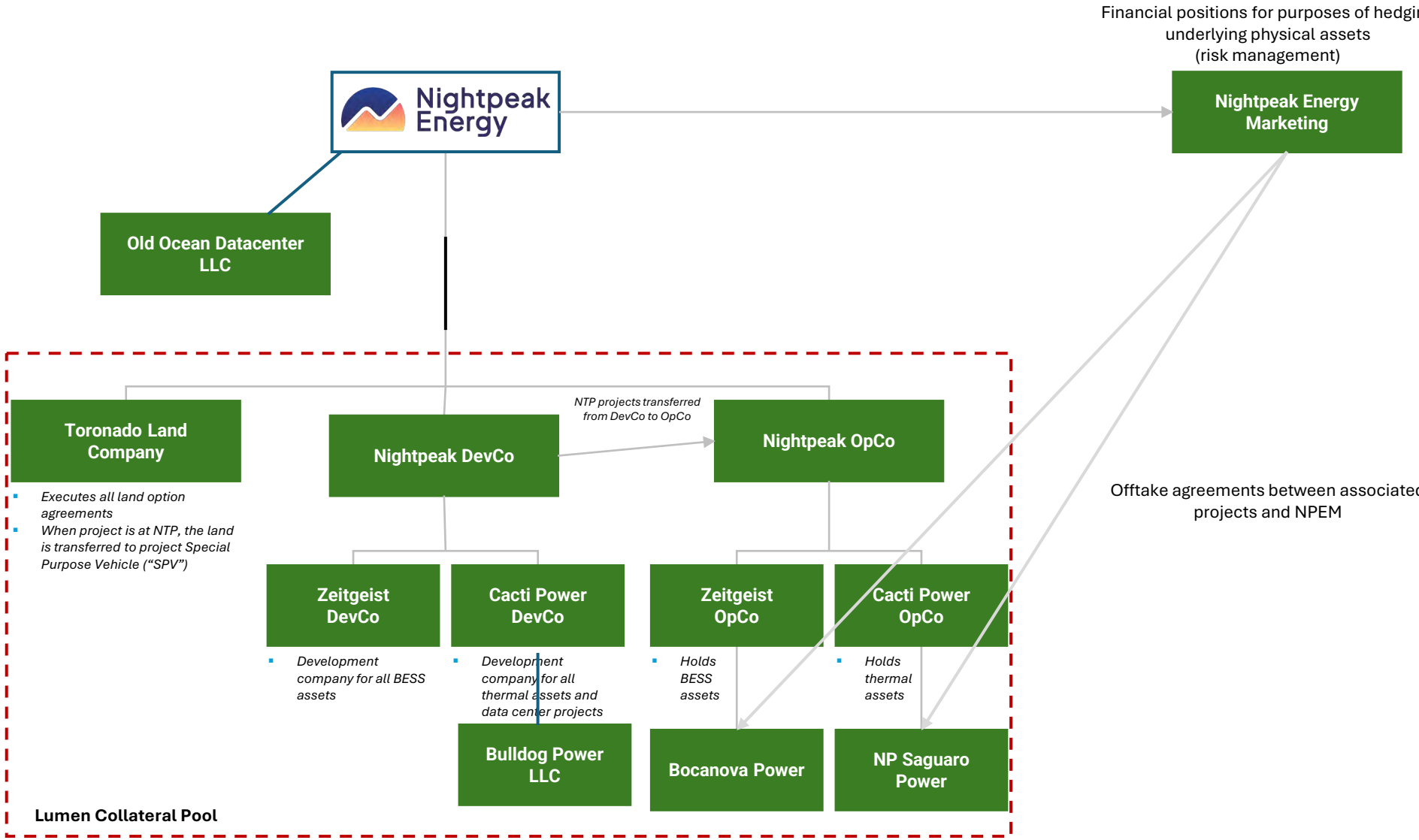
EXHIBIT M

Organizational Chart


Financial positions for purposes of hedging underlying physical assets (risk management)
Nightpeak Energy
Nightpeak Energy Marketing
Old Ocean Datacenter LLC
Toronado Land Company
Executes all land option agreements
When project is at NTP, the land is transferred to project Special Purpose Vehicle ("SPV")
Nightpeak DevCo
NTP projects transferred from DevCo to OpCo
Nightpeak OpCo
Offtake agreements between associated projects and NPEM
Zeitgeist DevCo
Development company for all BESS assets
Cacti Power DevCo
Development company for all thermal assets and data center projects
Zeitgeist OpCo
Holds BESS assets
Cacti Power OpCo
Holds thermal assets
Bulldog Power LLC
Bocanova Power
NP Saguaro Power
Lumen Collateral Pool

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **3/10/2026**

Open Public Hearing on the Tax Abatement Application of Bulldog Power 2 LLC

The public hearing on the **Tax Abatement Application of Bulldog Power 2 LLC** is hereby **OPENED** for presentation of comment for or against the abatement.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **3/10/2026**

Close Public Hearing on the Tax Abatement Application of Bulldog Power 2 LLC

The public hearing on the **Tax Abatement Application of Bulldog Power 2 LLC** is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **3/10/2026**

Granting Tax Abatement of Bulldog Power 2 LLC

It is Ordered that the application for tax abatement of BULLDOG POWER 2 LLC attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in the Brazoria County Reinvestment Zone No. 26-01 created in Brazoria County for a term of _____ years, and at _____% abatement of eligible real and personal properties; Said Company will be investing $250,000,000.00 dollars and creating 10 new jobs in Brazoria County. Said project will bring in 300 construction jobs.

The Tax Abatement Review Committee met on March 4, 2026 to review the application.

Further, that the County Judge is authorized to execute a tax abatement agreement with BULLDOG POWER 2 LLC in accordance with the same Guidelines and Criteria.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:

COUNTY JUDGE L.M. "MATT" SEBESTA, JR.
BRAZORIA COUNTY COURTHOUSE
237 E. LOCUST STREET, SUITE 401
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:
BC312@brazoriacountytx.gov

PART I - APPLICANT INFORMATION

Company Name: BULLDOG POWER 2 LLC Submittal Date: _____
Address/City: 1423 BROADWAY #144, OAKLAND, CA 94612
Phone: _____
Name/Address/Phone of Company Contact on this Project: GREG BLUE
1423 BROADWAY #144, OAKLAND, CA 94612
_____
E-mail address of Company Contact: gblue@nightpeak.energy
Type of Structure: Corporation ☐ Partnership ☐ Proprietorship ☑
Total number employed: 0 Corporate Annual Sales Per Year: 0
Annual Report Submitted: Yes ☑ No ☐ (see instructions)

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	☐	Regional Distribution	☐
Regional Service	☐	Regional Entertainment Center	☐
Research	☐	Other Basic Industry	☑

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: 10 YRS **Percentage Requested:** 100%

Proposed facility located in the following taxing jurisdictions:

School District: SWEENY INDEPENDENT SCHOOL DISTRICT
College District:
Drainage District: WEST BRAZORIA DRAINAGE DISTRICT #11
Hospital District: SWEENY HOSPITAL DISTRICT
City:
Other Taxing Jurisdictions: BRAZORIA COUNTY EMERGENCY DISTRICT #2
BRAZORIA COUNTY, ROAD & BRIDGE FUND

Describe Product or service to be provided: FOSSIL FUEL ELECTRIC POWER GENERATION

This application is for a: New Plant ☑ Expansion ☐ Modernization ☐

PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

N/A

If Company is considering another state to build/construct this project, identify the city, county and state:

N/A

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit "J"**.

PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $250,000,000

B. Permanent employment estimates:
If existing facility, the current plant employment: 0
Estimated number of plant jobs retained: ( ) Jobs created: (10)
Number of employees anticipated at start-up: (10) within one year ( )

C. Construction employment estimates:
Construction to start: Month: 1 Year: 2027
Construction to be completed: Month: 1 Year: 2029
Number of construction jobs anticipated:
At start: 0 Peak: 300 Finish: 0

D. School District impact estimates:
Number of families transferred to area: N/A
Number or children added to ISDs: N/A

E. City Impact estimates:
Volume of treated water required from city: N/A
Volume of effluent water to be treated by city: N/A

F. Estimated appraised value on site:	**LAND**	**PERSONAL PROPERTY**	**IMPROVEMENTS**
Valuation of existing property as of January 1, preceding this abatement application:	$ 19,590	$ 0	$ 0
Estimated value of Personal Property improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:		$ 0	$ 0
Estimated value of abated improvements at the completion of construction:			$ 0
Estimated value of Tangible Personal Property, **subject to abatement**:		$ 250,000,000	
Estimated value of abated improvements after abatement agreement expires:			$ 0
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		$ 100,000,000	
Estimated value, upon completion of project, of exempt pollution control equipment:			$ 30,000,000

G. Minimum Production Life of Equipment: 25-35 years

H. Variance: Is a variance being sought under any provision of the "Guidelines"?
Yes ☐ No ☑ If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".

Has permitting been started Yes ☐ No ☑

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I"**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

PARIS HAYS, CHIEF EXECUTIVE OFFICER

Company Official Signature

Printed Name & Title of Company Official

REQUIRED ATTACHMENTS

EXHIBIT "A" – **Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan**

EXHIBIT "B" – **Certification of Appraised Value of Properties as of January 1, 2025**

EXHIBIT "C" – **Proposed Facility Address and Legal Description**

EXHIBIT "D" – **Map Showing Site**

EXHIBIT "E" – **Project Description including Time Schedule for Undertaking and Completing Project**

EXHIBIT "F" – **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

EXHIBIT "G" – **Letter/Statement regarding Variance Requests**

EXHIBIT "H" – **Economic Impact Plan**

EXHIBIT "I" – **Detailed Itemized List of Tangible Personal Property requesting to be abated**

EXHIBIT "J" – **Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "K" – **Real Estate Purchase Option**

EXHIBIT "L" – **Secretary of State Filings**

EXHIBIT "M" – **Organizational Chart**

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EXHIBIT A

Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan

Bulldog Power 2, LLC is developing a 310 MWac combustion turbine facility located near Sweeny, TX. The project will improve ERCOT grid reliability, provide numerous construction jobs, and will support a number of ongoing operations and maintenance jobs throughout it's life. The project is under development and targeted to begin operation in 2029 or earlier.

PROJECT SIZE
310 MW

TECHNOLOGY
Combustion Turbine

LOCATION
Brazoria County, TX

PROJECT STATUS
In Development

Report of Independent Auditors
and Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries

December 31, 2024 and 2023

MOSSADAMS

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MOSSADAMS

Report of Independent Auditors

The Executive Committee and Members
Nightpeak Energy LLC and subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Nightpeak Energy LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Nightpeak Energy LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nightpeak Energy LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nightpeak Energy LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Matter

The financial statements of Nightpeak Energy LLC as of and for the year ended December 31, 2023, were audited by other auditors whose report dated April 3, 2024, expressed an unmodified opinion on those statements.

Moss Adams LLP

Dallas, Texas
March 25, 2025

Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,721,538	$ 3,429,715
Restricted cash	38,334,631	-
Prepaid expenses and deposits	1,552,863	1,649,236
Gas imbalance receivable	218,996	-
Total current assets	43,828,028	5,078,951
NONCURRENT ASSETS		
Property, plant, and equipment, net	121,175,111	20,915,488
Other noncurrent assets	6,909,408	527,083
Total noncurrent assets	128,084,519	21,442,571
Total assets	$ 171,912,547	$ 26,521,522
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 47,758,461	$ 2,264,707
Operating lease liability, current portion	108,782	-
Construction loan	37,348,169	-
Note payable	-	717,908
Total current liabilities	85,215,412	2,982,615
COMMITMENTS AND CONTINGENCIES (NOTE 5 & 8)		
NONCURRENT LIABILITIES		
Operating lease liability, noncurrent portion	213,205	-
Total noncurrent liabilities	213,205	-
Total liabilities	85,428,617	2,982,615
MEMBERS' EQUITY	86,483,930	23,538,907
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 171,912,547	$ 26,521,522

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2024 and 2023

	December 31,	
	2024	2023
REVENUES		
Electricity sales	$ 23,182,360	$ -
Total revenues	23,182,360	-
OPERATING EXPENSES		
Operating costs	12,363,833	679,945
General and administrative	7,004,608	3,789,658
Depreciation and amortization	902,178	318,058
Impairment of long-lived assets	558,555	8,160
Other expenses	1,093,352	292,540
Total operating expenses	21,922,526	5,088,361
OPERATING INCOME (LOSS)	1,259,834	(5,088,361)
OTHER INCOME		
Interest income	126,978	1,154
Total other income	126,978	1,154
NET INCOME (LOSS)	$ 1,386,812	$ (5,087,207)

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Members' Equity
Years Ended December 31, 2024 and 2023

	Total Members' Equity
MEMBERS' EQUITY, December 31, 2022	$ 563,739
Contributions	27,913,396
Share-based compensation expense	148,979
Net loss	(5,087,207)
MEMBERS' EQUITY, December 31, 2023	23,538,907
Contributions	61,402,117
Share-based compensation expense	156,094
Net income	1,386,812
MEMBERS' EQUITY, December 31, 2024	$ 86,483,930

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	December 31, 2024	December 31, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 1,386,812	$ (5,087,207)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	902,178	318,058
Share-based compensation expense	156,094	148,979
Impairment of long-lived assets	558,555	-
Change in operating assets and liabilities:		
Accounts receivable	(218,996)	-
Prepaid insurance and other current assets	96,372	(1,583,011)
Accounts payable and accrued liabilities	1,640,215	1,925,805
Net cash from operating activities	4,521,230	(4,277,376)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(59,346,353)	(14,211,216)
Refund of amounts on deposit	1,550,000	
Asset acquisition, Saguaro purchase	-	(7,541,000)
Net cash from investing activities	(57,796,353)	(21,752,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital contributions	61,402,117	27,913,396
Proceeds and repayments on note payable	(717,908)	717,908
Proceeds on construction loan, net of debt issuance costs	33,452,832	-
Debt issuance costs	(1,967,920)	
Deferred equity costs	(267,544)	-
Net cash from financing activities	91,901,577	28,631,304
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	38,626,454	2,601,712
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of year	3,429,715	828,003
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of year	$ 42,056,169	$ 3,429,715
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ 32,710	$ -
Property, plant and equipment additions in accounts payable	$ 43,865,438	$ -
Right-of-use asset lease additions	$ 375,361	$ -

Note 1 – Organization

Nightpeak Energy LLC develops, owns, and operates energy projects that meet the growing capacity needs of a decarbonized grid.

Nightpeak Energy LLC was formed as a limited liability company (LLC) on May 16, 2022. The LLC agreement provides for the admission of Energy Spectrum Partners VIII LP (Energy Spectrum) and Nightpeak Energy Management LLC (Management Member) as members, collectively, “the Members.”

As of December 31, 2024, Nightpeak Energy LLC had twenty-eight wholly owned subsidiaries to execute its investment in various infrastructure projects and engage in the operation and development of energy projects, including Bocanova Power LLC (Bocanova Power) and NP Saguaro Power LLC (Saguaro Power). Nightpeak Energy LLC and its wholly owned subsidiaries are collectively referred to here as "the Company."

Note 2 – Summary of Significant Accounting Policies

Basis of presentation and consolidation – The accompanying consolidated financial statements, which include Nightpeak Energy LLC and its subsidiaries in which it has a controlling financial interest, have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). A controlling financial interest exists when a company has the power, directly or indirectly, to control the financial and operating policies of an entity to obtain the benefits from its activities. All intercompany balances and transactions have been eliminated in consolidation. The Company's fiscal year ends on December 31.

Use of estimates – The preparation of consolidated financial statements U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses in the consolidated financial statements. The Company's estimates consist of inputs used to calculate depreciation, amortization, impairment expenses, share-based compensation expense, right-of-use assets, and lease labilities. Actual results could differ from those estimates.

Business combination – In accordance with ASC Topic 805, *Business Combinations*, the Company determines whether an acquisition is a business combination, which requires that the assets acquired and liabilities assumed constitute a business. Each business combination is then accounted for by applying the acquisition method of accounting. If the assets acquired are not a business, the Company accounts for the transaction as an asset acquisition. Under both methods, purchase prices are allocated to acquired assets and assumed liabilities based on their estimated fair value at the time of the acquisition (adjusted for purchase price adjustments in business combinations). For transactions that are business combinations, the Company evaluates the existence of goodwill or intangibles. The excess, if any, of the purchase price over the net fair value amounts assigned to assets acquired and liabilities assumed is recognized as goodwill. The Company capitalizes acquisition-related costs and fees associated with asset acquisitions and immediately expenses acquisition-related costs and fees associated with business combinations.

Cash, cash equivalents, and restricted cash – Cash consists primarily of cash on hand and in bank accounts. The Company considers all short-term highly liquid investments purchased with original maturities of three months or less from date of acquisition to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2024 and 2023. Restricted cash consists primarily of cash proceeds from construction loans used for the sole purpose of construction and development projects.

At December 31, 2024 and 2023, and at various times during 2024 and 2023, there were cash balances with banks in excess of federally insured limits. The Company has not experienced any losses in its cash accounts, and management regularly monitors and assesses these concentrations and believes it is not exposed to any significant credit risk on cash, cash equivalents, and restricted cash.

Property, plant equipment, construction in progress and depreciation – Property, plant, and equipment are stated at cost, less accumulated depreciation. Repairs and maintenance are expensed as incurred. Any improvements that enhance or prolong the life of the asset are capitalized. Depreciation starts when assets are placed in service and is calculated using the straight-line method over the respective assets' estimated useful lives.

Asset Type	Estimated Life
Power plant	9 years
Leasehold improvements	9 years
Building	9 years
Other fixed assets	5 to 9 years

Construction in progress consists primarly of capitalized costs relating to energy projects in various stages of development or construction. These costs include interconnection deposits, legal, consulting, permitting, construction labor, equipment, and land costs necessary for developing and constructing an energy project. In accordance with ASC No. 835 – *Interest*, capitalized interest expense is included in construction in progress, and totals $81,214 and $0 for years ended December 31, 2024 and 2023, respectively.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. For the years ended December 31, 2024 and 2023, management recorded $541,865 and $0 in impairment of long-lived assets included in construction in progress, respectively.

Intangible asset – leasehold interest – Intangible asset consists of a leasehold interest which is the land lease agreement that gives the Company the right to use the land on which the Saguaro plant is located. The leasehold interest was obtained in conjunction with the Saguaro property acquisition (refer to Note 4) and is stated at fair value which is present value of the differences between the market rent and the actual payments on the rent. The asset is a definite-lived intangible asset amortized on a straight-line basis over the remaining useful life of nine years. Intangible assets are presented in other noncurrent assets on the consolidated balance sheets.

The Company reviews its intangible asset for impairment when there are triggering events that indicate that the asset might be impaired. If such event occurs, the Company compares its carrying amount of the asset to the future undiscounted cash flows, and if there is excess, the Company determines the fair value of the assets to calculate the impairment. There were no triggering events for the years ended December 31, 2024 and 2023, that would indicate the intangible asset is impaired.

Debt issuance and other deferred charges – The Company capitalizes debt issuance and other deferred charges associated with the Bocanova Project credit facility and tax equity transaction. Amounts are comprised of legal fees and debt servicing fees necessary to obtain the financing. The debt issuance charges are amortized over the expected life of the loan. The Company will monitor its capitalized equity costs for any indicators of impairment in future periods. Any further impairment losses will be recognized in the period in which the indicators are identified.

Income taxes – The Company is classified as a partnership for federal and state tax purposes and is subject to all federal tax laws governing partnerships and limited liability companies (LLC). An LLC is not subject to federal income taxes. In lieu of corporate income tax, the members of an LLC are subject to federal and state income taxes on their proportionate share of the Company's taxable income. The Company is also subject to an annual tax of $800 and LLC fee, per LLC, based upon gross receipts from all sources derived from or attributable to the state of California, imposed by the California Franchise Tax Board as well as taxes at various rates from certain other states in which the Company does business, such as Nevada, Texas, and Arizona. There are no temporary differences in reporting for LLC financial and income tax purposes.

Each year, management considers whether any material tax position the Company has taken is more likely than not to be sustained upon examination by the applicable taxing authority. Management believes that any positions the Company has taken are supported by substantial authority and, hence, do not need to be measured or disclosed in the attached consolidated financial statements.

Construction loan and letters of credit – Construction loans are classified as short-term debt agreements. Interest on the outstanding balances accrue monthly and is capitalized as part of project work in progress. This capitalization reflects the Company’s accounting policy of including interest costs in the total cost of the construction project until it is completed and placed into service.

Revenue recognition – electricity sales – The Company recognizes revenue from the sale of electricity generated by the Saguaro Power Plant under a Power Purchase Agreement (PPA). The Company recognizes revenue from electricity sales over time using an output measure that is calculated by multiplying the net generation or contract megawatt hours (MWh) delivered for each month by the corresponding contract price for the month. The Company evaluates its PPA to determine whether it is a lease pursuant to FASB ASC 842, *Leases*. The Company determined that its PPA is not a lease and do not fall under the lease accounting standard. Additionally, the Company evaluates whether the PPA are derivative instruments or included embedded derivatives pursuant FASB ASC 815 – *Derivatives and Hedging*. The Company determined that the PPA is not a derivative.

The PPA has a term of four months and stipulates that the Company, to the extent possible, must deliver a specified amount of energy in MWh not to exceed a maximum hourly quantity. The pricing for the electricity sold under the PPA varies by month, with rates ranging from $27 per MWh to $132 per MWh. In addition to the base electricity charges, the customer is also responsible for costs related to gas delivery and in some situations may be responsible for gas imbalance charges incurred during the delivery period. For the years ended December 31, 2024 and 2023, the Company reported electricity sales revenues of $23,182,360 and $0, respectively. The increase in revenue for the year ended December 31, 2024, reflects the commencement of electricity sales under the PPA.

Leases – The Company determines if an arrangement is a lease at inception. To the extent an arrangement represents a lease, the Company classifies that lease as an operating lease or a finance lease.

The Company capitalizes operating leases on its Consolidated Balance Sheets through a right-of-use (ROU) asset included in Other current assets and a corresponding lease liability. ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the operating lease. Operating lease ROU assets and obligations are recognized at the commencement date of an arrangement based on the present value of lease payments over the lease term utilizing an interest rate that the Company would have incurred to borrow over a similar term the funds necessary to purchase the leased asset. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

Some of the Company's lease agreements include lease and non-lease components for which the Company has elected to not separate for all classes of underlying assets. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As of December 31, 2024, all leases are classified as operating leases and represent office space. Lease terms are 3–5 years and lease expense was not significant during the year.

Share-based compensation – During 2024 and 2023, the Management Member has issued certain Class B units to the key employees of Nightpeak Energy LLC (refer to Note 7). Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements.

Share-based compensation expense is measured at the grant date based on the grant date calculated fair value of the award estimated in accordance with the provisions of ASC No. 718, *Stock Compensation*. The fair value of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service period, which is generally the option vesting period of four years. The expense is recognized for the portion of the award that is expected to vest.

The value of the equity awards has been estimated using the Black-Scholes model. The determination of fair value for share-based awards on the date of grant using an option-pricing model requires management to make certain assumptions regarding: (i) the expected volatility in the market price of Nightpeak Energy LLC's member units over the expected term of the awards; (ii) risk-free interest rates; (iii) expected terms of the award. The expected volatility is based on the historical volatilities of similar entities within the Company's industry. The risk-free interest rate is based on the U.S. Treasury yield curve for the expected term in effect on the date of grant. The expected term of the award represents the period of time expected to be outstanding and is derived from the contractual and vesting terms of the awards. The Company does not estimate a forfeiture rate and recognizes forfeitures as they occur.

Recent accounting pronouncement – During June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No 2016-13 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected, through an allowance for credit losses that is deducted from the amortized cost basis. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The FASB has issued subsequent standards to clarify, correct errors in or improve the guidance. ASU No. 2016-13 as amended is effective for annual periods and interim periods within those annual periods beginning after December 15, 2022. Early adoption is permitted for annual and interim periods beginning after December 15, 2018. At December 31, 2024 and 2023, the Company did not have any credit losses on gas imbalance receivables.

Reclassifications – Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported total assets, total liabilities, net income (loss), or members' equity.

Note 3 – Saguaro Asset Acquisition

On November 30, 2023, Nightpeak Energy LLC completed the acquisition of the Saguaro Power Company, which was the owner of a 90-megawatt (MW) 2x1 combined cycle cogeneration power plant (Saguaro) located in Henderson, Nevada. The transaction was accounted for as an asset acquisition pursuant to ASC No. 805. The purchase price of approximately $7.5 million comprised of approximately $6.7 million in cash consideration, approximately $0.8 million in transaction costs that were allocated to assets acquired on the basis of relative fair values, consisting primarily of land, building and improvements. The purchase price allocation is as follows:

Saguaro acquisition	
Power plant	$ 6,852,475
Leasehold interest	550,000
Building	68,434
Land improvements	37,976
Furniture and fixtures	9,728
Miscellaneous equipment	22,387
Total	$ 7,541,000

During the year ended December 31, 2024, the Company reassessed the useful life of the Saguaro Acquisition determining a change in accounting estimate was warranted, which is accounted for prospectively as of January 1, 2024, in accordance with ASC 250-10-45-17, *Accounting Changes and Error Corrections*. Based on repairs and improvements during the year ended December 31, 2024, and further evaluation of the Saguaro facility capabilities, the Company determined a useful life of 9 years. The change in accounting estimate will decrease depreciation expense and increase reported net income for the years ended December 31, 2024 and 2025.

Note 4 – Property, Plant and Equipment

At December 31, 2024 and 2023, property, plant, and equipment consist of the following:

	Useful Life	2024	2023
Land	N/A	$ 3,913,070	$ -
Power plant	9	8,276,241	6,852,475
Building	9	68,434	68,434
Leasehold improvements	9	62,237	37,976
Other fixed assets	5-9	72,961	56,388
Less accumulated depreciation		(1,139,457)	(295,844)
Deposits		13,137,130	13,449,535
Project work in progress		96,784,495	746,524
Total		$ 121,175,111	$ 20,915,488

Depreciation expense for the years ending December 31, 2024 and 2023, was $843,613 and $295,140, respectively.

As of December 31, 2024, project work in progress consisted of the Bocanova Power project which is a 150-megawatt battery storage power plant undergoing construction located in the greater Houston, Texas, area.

Note 5 – Notes Payable

On December 20, 2024, Bocanova Power and Bocanova Class B LLC, a related party, entered into a senior secured construction and term loan credit facility (Credit Facility) of up to $41,844,054. As of December 31, 2024, the Company had borrowed $37,348,169 under the Construction Loan, of which $4,495,885 was unused as of December 31, 2024. As of December 31, 2024, the Company had no borrowings under the available $65,360,627 Bridge Loan included in the Credit Facility. The loans are collateralized by all property currently owned by the Company. The Company incurred and capitalized debt issuance costs totaling $5,863,257 including an upfront fee of $3,895,337 by the lender.

The Company may elect a base rate loan or secured overnight financing rate (SOFR) loan. For advances elected as a base rate loan, interest is the sum of the applicable margin of 1.0%, and the greater of the prime rate; federal funds effective rate plus 0.50% and the daily simple SOFR in effect on such day plus 1.0%, and payments are due quarterly. For advances elected as a SOFR loan, interest is the applicable margin of 2.0% plus the daily simple SOFR rate and payments are due monthly. The interest rate was 6.4% as of December 31, 2024.

The Construction Loan matures at the earliest occurrence of the term conversion or October 1, 2025. Upon completion of the Bocanova project, there is an option to convert the Construction Loan to a Term Loan contingent upon required equity funding amounts, term conversion model and other conditions precedent.

In connection with the Credit Facility, the Company entered into a senior secured letter of credit facility (LC construction facility) up to $30,408,780 comprised of various uses including PPA and interconnections. As of December 31, 2024, the Company has issued and outstanding letters of credit totaling $15,000,000. These letters of credit serve as guarantees of payment for our PPA's in accordance with the terms of the underlying agreements. The letters of credit availability period ends on the later of the Construction or Term Loan maturity date.

Note 6 – Members' Interest, Contributions, Allocations, and Distributions

In accordance with the LLC Agreement, the Members of the Company provide funding for general operational purposes and future business operations of the Company. The Members are required to contribute their initial contributions and additional contributions up to the Capital Commitment as stated in the LLC agreement. Members are not entitled to the return of any part of its capital contributions to the Company or to be paid interest in respect to such capital contributions.

Income and losses of the Company shall be allocated among the Members in proportion to, and until each Member has been allocated income and losses in an amount equal to, the amount needed to cause such Member's Capital Account balance (determined after taking into account all distributions and all allocations) to equal, as nearly as possible, such Member's Target Capital Account Amount. Target Capital Account Amount equals (a) the amount of distributions such Member would receive if each of the Company's remaining assets were deemed disposed of for an amount equal to the Book Basis, as defined in the LLC agreement, of each such asset, and the proceeds of such deemed disposition and all other cash of the Company remaining after satisfaction of all Company liabilities (limited in the case of nonrecourse liabilities to the Book Basis of the property securing such liabilities) were distributed among the Members pursuant to relevant sections in the LLC agreement and partner nonrecourse debt minimum gain as noted in the LLC agreement.

The Members recognize that Income and loss shall be allocated annually for tax and capital account calculations, even if no distributions are made to the Members. Allocations to capital accounts should be allocated in order and priority described in the LLC Agreement. Solely for federal and applicable state income tax purposes, items of Company taxable income, gain, loss and deduction for each fiscal year or other relevant period shall be allocated among the Members in the same manner as each correlative item In of income, gain, loss, and deduction, as determined for Capital Account purposes.

Prior to winding up the Company, the Executive Committee shall, to the extent permitted by the Act, direct the Managers to distribute Available Cash or other property to the Members, in the following order and priority, at such times and in such amounts as the Executive Committee may determine in its sole and absolute discretion: (i) first, to the Members in accordance with their Ownership Percentages until Initial Payout occurs; (ii) second, after the occurrence of Initial Payout and continuing until Second Payout, to the Members in accordance with their respective Initial Payout Percentages; (iii) third, after the occurrence of Second Payout and continuing until Final Payout, to the Members in accordance with their respective Second Payout Percentages; and (iv) fourth, after the occurrence of Final Payout, to the Members in accordance with their respective Final Payout Percentages, as defined in the LLC Agreement.

Note 7 – Share-Based Compensation

On May 16, 2022, the Management Member authorized 10,000 class B Shares to be allocated to the key employees of Nightpeak Energy LLC. Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements. Terms of the agreement, including vesting requirements, are determined by the Board of Directors of the Management Member. Class B Shares granted generally vest over a period of four years.

For the years ended December 31, 2024 and 2023, the Board of Directors of the Management Member authorized and approved 490 shares and 575 shares, respectively. The Company estimated the fair value of equity awards granted to employees on the date of grant using the Black-Scholes option pricing model. For both years ended December 31, 2024 and 2023, the Company estimated a risk-free interest rate of 4% and a volatility of 20%. For the years ended December 31, 2024 and 2023, the weighted-average fair value per share was $43.89.

Shares available for granting were 935 and 1,425 as of December 31, 2024 and 2023, respectively.

For the years ended December 31, 2024 and 2023, total share-based compensation was $156,093 and $148,979, respectively. Nonvested shares were 3,612 and 6,875 as of December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, there was $241,989 and $235,376, respectively, of unrecognized share-based compensation expense related to unvested share-based awards.

Note 8 – Letters of Credit

As of December 31, 2024, the Company has an additional outstanding letter of credit totaling $4,000,000. This letter of credit serves as guarantees of payment to Texas-New Mexico Power Company in accordance with the terms of the underlying agreements.

Note 9 – Subsequent Events

In February 2025, the Company received $2,000,000 in contributions from members.

In January 2025, the Company borrowed $4,370,941 against the construction loan, and in February, 2025 the Company borrowed $6,349,102 against the bridge loan.

In March 2025, the Company issued a $4,000,000 irrevocable standby letter of credit through the Credit Facility.

Management has evaluated events and transactions for potential recognition or disclosure through March 25, 2025, which represents the date the consolidated financial statements were available to be issued.

MOSSADAMS

Business References:

Chris Gerety,
VP of Transmission
Texas New Mexico Power
Christopher.Gerety@tnmp.com

Joe Ripple
Building Permit Administrator
Brazoria County
joer@brazoriacountytx.gov

Cary Perrin
President & CEO
Northern Brazoria County Chamber of Commerce
c_perrin@nbcchamber.org

Glenn Salyer
Local Sweeny Businessman, Landowner
gsalyer1@windstream.net

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EXHIBIT B

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2025

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: 11/7/2025

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2025, for property of Glenn & Mary Susan Salyer and Sheila Elster described in **Exhibit C** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY	**APPRAISED VALUE**
Account No. _____	$ _____
Account No. _____	$ _____

LAND

Account No. 182613	$ 4,210
Account No. 159206	$ 550
Account No. 182611	$ 14,830

IMPROVEMENTS

Account No. _____	$ _____
Account No. _____	$ _____
Account No. _____	$ _____

Certified this 7th day of November, 20 25.

CHIEF APPRAISER
BRAZORIA COUNTY APPRAISAL DISTRICT
BY: _____

Digitally signed by Marcel Pierel III
DN: cn=Marcel Pierel III, o=Brazoria CAD, ou=BCAD, email=mpierel@brazoriacad.org, c=US
Date: 2025.11.07 14:54:47 -06'00'

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EXHIBIT C

Proposed Facility Address and Legal Description

Situs Address:	**East of Farm-to-Market 524 & County Road 360**
Legal Description:	**Lot 41B in the Arch McDonald Survey (Abstract 0046, C.Breen) Tract 12 in the Polly & Chance Survey (Abstract 119)**
Brazoria CAD Parcel ID:	**182613, 159206, 182611**
Brazoria CAD Geographic ID:	**1336-0115-000, 0119-0031-105, 1336-0113-000**

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

GLENN W. SAYLER
DESCRIPTION FOR 76.56 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS

Being a description for combined 76.56 acres solar lease, consisting of a 51.56-acre parcel and a 25.00-acre parcel, located in the Charles Breen Survey, Abstract No. 46. Both parcels being comprised of the residue of a called 100-acre tract of land conveyed to Glenn W. Salyer by deed recorded in Volume 1383, Page 649 (1/2 interest) and in Volume 1662, Page 810 (1/2 interest) of the Deed Records of Brazoria County ,Texas (D.R.B.C.,TX) Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

51.56 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX.);

THENCE, North 42°06'53" East, along the north line of said residue of 100-acre tract, a distance of 685.52 feet to a 1-inch iron pipe, found on the northeast corner of said residue of 100-acre tract and in the west line of that called 89.755 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2023034189 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 3,277.13 feet to a at a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northeast corner of a 25.00 acre tract and southeast corner of herein described tract;

THENCE, South 42°06'15" West, over and across said residue of 100-acre tract , a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northwest corner of a 25.00 acre tract, the southwest corner of herein described tract and in the east line of that certain tract of land conveyed to Jeffery P Clark by deed recorded in File No. 2024024174 of the O.P.R.B.C.,TX.;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, passing at a distance of 254.04, a 3/4-inch iron pipe found marking the northeast corner of said Clark tract, for a total distance of 3,277.25 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 51.56 acres of land.

25.00 ACRES:

COMMENCING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that said 20.48 acres tract;

THENCE, South 47°56'30" East, along the west line of said residue of 100-acre tract, a distance of 3,277.25 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found for the **POINT OF BEGINNING** (N: 13,583,503.75; E: 3,014,693.97) of herein described tract;

THENCE, North 42°06'15" East, over and across said residue of 100-acre tract, a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the east line of said residue of 100-acre tract, in the west line of said 89.755 acres tract and the northeast corner of herein described tract;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 1,589.68 feet to a 1-inch iron pipe, found on the southeast corner of said residue of 100-acre tract and herein described tract, and in the north line of a called 67.263 acres tract of land conveyed to Sweeny Economic Development Park by deed recorded in File No. 2024009862 of the O.P.R.B.C.,TX.;

THENCE, South 42°04'55" West, along the south line of said residue of 100-acre tract, a distance of 684.86 feet to a calculated point for the southwest corner of said residue of 100-acre tract and herein described tract, from which a 8-inch wood post bears South 71°09'49" West, a distance of 0.21 feet;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, a distance of 1,589.94 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 25.00 acres of land.

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION FOR 83.21 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46, AND
JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT NO. 119
BRAZORIA COUNTY, TEXAS

Being a description for an 83.21 acre parcel, located in the Charles Breen Survey, Abstract No. 46, and the Joseph H. Polley & Samuel Chance Survey, Abstract No. 119, Brazoria County, Texas, and being out of that certain 138.21 acre tract of land conveyed to Rodney and Sheila Elster Family Limited Partnership by deed recorded in File No. 2025046644 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX). Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

83.21 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) at a corner on the northeast line of said Elster tract of land, also being the northwest corner of a residue of a 100-acre tract of land conveyed to Glenn W. Salyer by deeds recorded in Volume 1383, Page 649, and Volume 1662, Page 810 of the Deed Records of Brazoria County, Texas (D.R.B.C.,TX) and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'30" East, along the northeast line of said Elster tract, a distance of 3,023.21 feet to a 3/4-inch iron pipe with cap inside marked "ADAMS 3666-5611", found on the southerly corner of said residue of 100-acre tract and the east corner of said Elster tract;

THENCE, South 42°16'29" West, along the east line of said Elster tract, a distance of 1,035.28 feet to a point for corner of the herein described tract from which a found 10 inch wooden fence post bears South 42°16'29" West, a distance of 0.78 feet, being the east corner of that certain tract of land described in deed to James Robert Finley, recorded in File No. 2023034189, O.P.R.B.C.,TX, and the north corner of that certain tract of land described in deed to Jeffrey Paul Clark, recorded in File No. 2011047297, O.P.R.B.C.,TX;

THENCE, North 47°55'26" West, along the southwest line of said Elster tract, a distance of 3,114.68 feet to a 1/2 iron rod found, also being the east corner of that certain tract of land conveyed to Kathleen A. Jones, by deed recorded in File No. 2011003774 of the O.P.R.B.C.,TX., and the south corner of that certain tract of land conveyed to Texas-New Mexico Power Co., by deed recorded in File Nos. 2014055511 and 2023027198 of the O.P.R.B.C.,TX.;

THENCE, North 13°06'34" East, along the west line of said Elster tract and the east line of said Texas-New Mexico Power Co. tract, a distance of 798.27 feet to a 5/8 inch iron rod found on the west line of the herein described tract and the northeast corner of said Texas-New Mexico Power Co. tract;

THENCE, South 87°28'00" West, along the westerly line of said Elster tract and the north line of said Texas-New Mexico Power Co. tract, a distance of 510.26 feet to a 5/8 inch iron rod found on the east right-of-way line of FM 524, a public right-of-way;

THENCE, North 07°05'25" East, along the east right-of-way line of said FM 524 and the west line of the herein described tract, a distance of 173.04 feet to a point for corner from which a 1/2 inch iron pipe found bears South 83°09'38" West, 0.66 feet, being on the north line of the herein described tract and being the southwest corner of that certain tract of land conveyed to Chevron Phillips Chemical Company, LP, by deed recorded in File No. 2007071141, O.P.R.B.C.,TX;

THENCE, departing the said east right-of-way line and along the south line of said Chevron Phillips Chemical Company, LP tract and the north line of the herein described tract the following courses and distances:

South 83°09'38" East, a distance of 264.84 feet to a point for corner from which a 1/2 iron pipe found bears North 66°16'41" West, a distance of 1.44 feet;

North 06°53'11" East, a distance of 180.19 feet to a 1/2 inch iron pipe found;

South 83°12'22" East, a distance of 437.20 feet to a 1/2 inch iron pipe found;

South 47°54'39" East, a distance of 474.77 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 83.21

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EXHIBIT D

Map Showing Site

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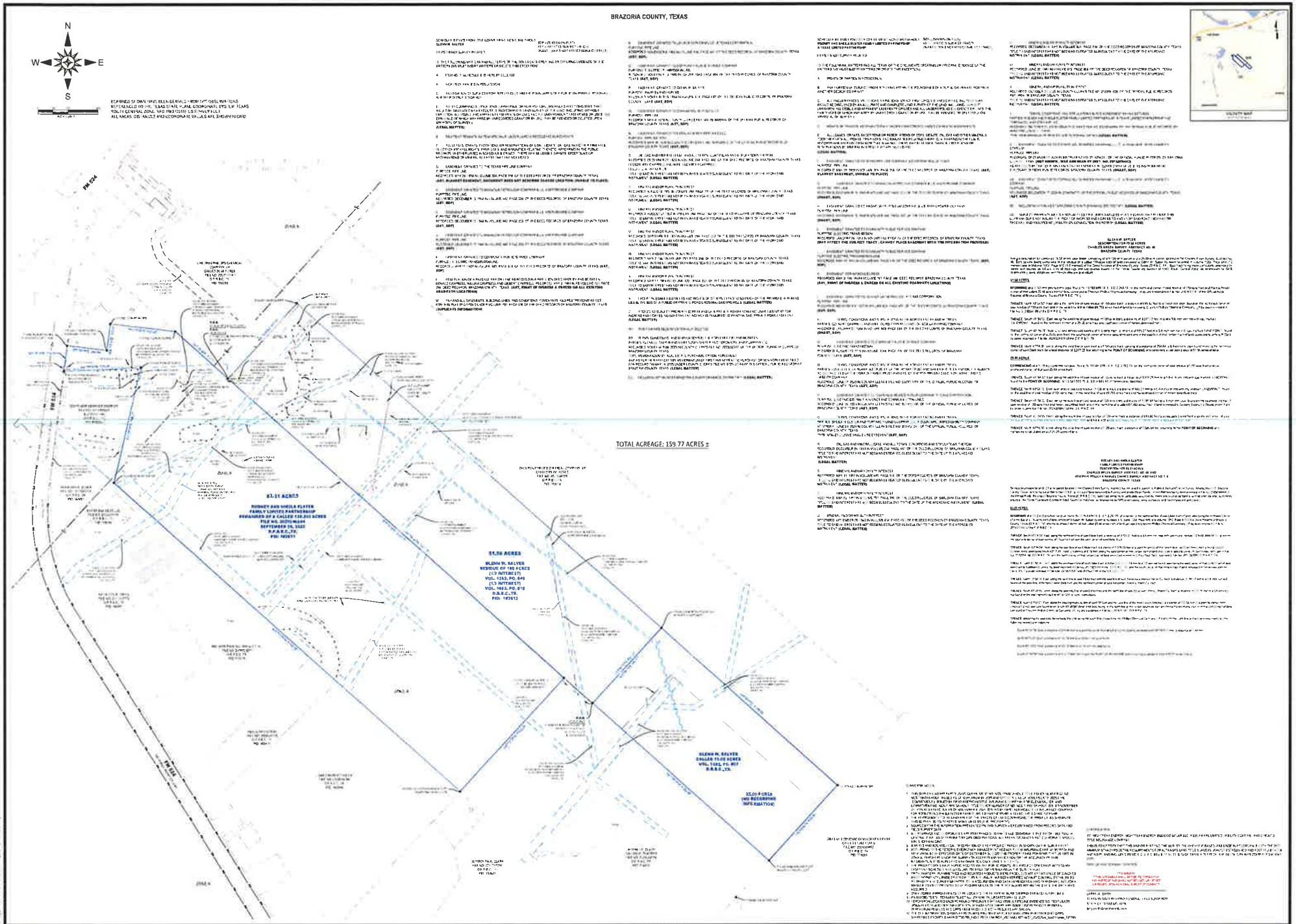
EXHIBIT D (continued)

Map Showing Site

BRAZORIA COUNTY, TEXAS



SCHEDULE B ITEMS FROM TITLE COMMITMENT NO. 1-2020-0000000 DATED SEPTEMBER 00, 2020 ISSUED BY TEXAS TITLE

SCHEDULE B ITEMS FROM TITLE COMMITMENT NO. 1-2020-0000000 DATED SEPTEMBER 00, 2020 ISSUED BY TEXAS TITLE

SCHEDULE B ITEMS FROM TITLE COMMITMENT NO. 1-2020-0000000 DATED SEPTEMBER 00, 2020 ISSUED BY TEXAS TITLE

SCHEDULE B ITEMS FROM TITLE COMMITMENT NO. 1-2020-0000000 DATED SEPTEMBER 00, 2020 ISSUED BY TEXAS TITLE

SURVEYOR'S NOTES

LEGAL DESCRIPTIONS

TOTAL ACREAGE: 159.77 ACRES ±

REFERENCE DRAWINGS	DRAWING REVISIONS					PREPARED FOR	DRAWN BY	DATE	REVISIONS
DESCRIPTION	REV	DESCRIPTION	BY	CHK	APP'D	DATE	Nightpeak Energy	BKS	08/25/20	
20200146164 ELSTER, RODNEY & SHEILA FAMILY LTD PTNRSHP								CHECKED BY	DATE	
	6	ADDED SURVEYOR'S NOTES	JLH	CWS	BKS	10/26/20		LMS	09/24/20	
	5	ADDED TABLE A AND REVISED TITLE COMMENTS	JLH	CWS	LMS	09/24/20		ATTACHMENT	DATE	
	4	REVISED PROPOSED PIPELINE ENTRY AND EXIT LOCATIONS	JLH	CWS	LMS	09/16/20				
	3	ADDED PROPOSED PIPELINE ENTRY AND EXIT LOCATIONS	JLH	CWS	LMS	09/15/20				
	2	ADDED PROPOSED PIPELINE	JLH	CWS	LMS	09/14/20				
	1	ADDED PROPOSED PIPELINE AND TITLE COMMENTS	JLH	CWS	LMS	09/10/20				
	0	ADDED PROPOSED PIPELINE AND TITLE COMMENTS	JLH	CWS	LMS	09/10/20				

SHEET	SCALE	PROJECT NO.	JOB
1 OF 1	1" = 500'	20-0000	0000

ALTA/NSPS LAND TITLE SURVEY
NIGHTPEAK ENERGY
GLENN W. SALYER &
RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP
BRAZORIA COUNTY, TEXAS

1004 WEST GRAND
PARKWAY N. SUITE 200
KATY, TEXAS 77449
(936) 200-6400

PERCHERON
PROFESSIONAL SERVICES, L.L.C.

426

EXHIBIT E

Project Description including Time Schedule for Undertaking and Completing Project

Bulldog Power 2 LLC (Bulldog or the Project) proposes to construct a 310MW natural gas fired peaking facility within the ERCOT Houston load zone. The electric power generation plant would create electricity for sale into the wholesale power market and would help address projected power generation capacity shortfalls in the Texas electricity market.

The Project would consist of one to two advanced natural gas-fired combustion turbines in a simple-cycle configuration. Located in close proximity to the City of Houston, the Facility would benefit from zonal pricing dynamics in an area historically reliant on power imports. The Project would directly interconnect with Texas New Mexico Power's ("TNMP") Farm-to-Market 524 Substation adjacent to the Bulldog site, selling power to the Houston load zone. As displaced coal capacity is replaced by renewable resources in the supply stack and load growth surges, peaking assets will remain critical to grid stability in ERCOT and in the Houston load Zone.

The Project would benefit from access to multiple large natural gas pipelines, with nearby pricing hubs including Houston Ship Channel and Katy Hub. As currently proposed, the Project would be developed on approximately 158 acres within Brazoria County, in a proposed reinvestment zone that would be established on land near Sweeny, Texas and southwest of the Houston Metropolitan Area.

The simple-cycle facility would utilize advanced combustion turbines featuring improved startup time and shutdown capabilities. The design of the turbines will also provide significant improvements in efficiency over older generation turbines, allowing the new units to burn less fuel than earlier technology turbines and reduced emissions. Additionally, the turbines will be equipped with Selective Catalytic Reduction (SCR), Water Injection and Low-NOx Burners to control emissions of nitrogen oxides (NOx) and carbon monoxide. These efficiency improvement and emissions control equipment will reduce overall amounts of nitrous oxide, carbon dioxide, unburned hydrocarbons and other volatile organic compounds. The turbines are also designed to be capable of operating in the future on up to 50% hydrogen as a low carbon alternative fuel.

The estimated capital investment of the Project is about $255 million in personal and real property. With financial approval, construction could commence as early as 2027 with a target completion date in 2029. It is anticipated that the Project would create approximately 300 construction jobs during the peak of its development phase and upon completion, ten permanent, full-time positions to operate the facility.

EXHIBIT F

Planned Water and Sewer Treatment Methods and Disposal of Effluent

Subject to permitting and final designs, the facility will utilize on-site groundwater wells as the primary water supply. These wells will be constructed and operated in accordance with the Brazoria County Groundwater Conservation District (GCD) regulations to ensure safe and compliant water sourcing.

Sanitary wastewater from restrooms and breakroom facilities will be treated using a conventional on-site septic system, consisting of a septic tank and a subsurface soil absorption (leach) field. The system will be designed and permitted through the appropriate local authority and maintained regularly to ensure compliance with environmental standards.

Process wastewater will consist primarily of concentrated blowdown from a cooling tower and an evaporative cooler. This wastewater will not undergo any treatment prior to being will be directed to a detention basin, where it will be combined with stormwater runoff from the facility. The combined flow will then be conveyed to a vegetated ditch which flows to other waterways.

The detention basin and swale system will be designed to manage flow rates, promote sedimentation, and reduce potential environmental impacts in accordance with applicable stormwater management and water quality regulations issued by the West Brazoria County Drainage District.

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EXHIBIT G

Letter/Statement regarding Variance Requests

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EXHIBIT H

Economic Impact Plan

The project will make a concerted effort to utilize local contractors, suppliers, and labor throughout construction and operations. We will also request that our contractors extend this commitment to their subcontractors to maximize local economic impact.

Nightpeak has a proven track record of engaging local vendors. For example, during the previous Nightpeak Boconova Project, which was developed on approximately 20 acres, we partnered with several Brazoria County-based businesses, including:

- **FMS Surveying – Manvel, TX**
- **Tolunay-Wong Engineers – Freeport, TX**
- **Bradly Sand and Concrete Crushing Company LLC – Santa Fe, TX**

Beyond vendor engagement, the company actively supports community programs and organizations in Brazoria County, including:

- **Alvin-Manvel Community Food Pantry**
- **Brazoria County Library System**
- **San Jacinto Girl Scouts**
- **Sweeny High School PetrochemWorks Internship Program**

While the prior project was relatively small in scale, the upcoming projects will encompass more than 150 acres. This significant increase in size will greatly expand the opportunities for local vendors and contractors, resulting in a much larger economic impact within Brazoria County, while continuing to strengthen partnerships with local organizations and community programs.

Project Bulldog Power LLC - Phase 2 - Impact Report

Project Bulldog Power LLC - Phase 2

Project Type: New/Startup
Industry: Distribution & Logistics
Prepared By: Econ. Dev. Alliance for Brazoria County

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Econ. Dev. Alliance for Brazoria County using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Econ. Dev. Alliance for Brazoria County.

This report, generated by the Impact DashBoard application, has been prepared by Econ. Dev. Alliance for Brazoria County to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Econ. Dev. Alliance for Brazoria County made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Econ. Dev. Alliance for Brazoria County and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	10.0	18.1	**28.1**
Annual Salaries/Wages	$1,000,000	$694,800	**$1,694,800**
Salaries/Wages over 10 Years	$10,949,721	$7,607,866	**$18,557,587**
Taxable Sales/Purchases in Brazoria County	$102.19M	$760,787	**$102.95M**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to Brazoria County	1.1	1.9	**2.9**
New residents in Brazoria County	2.7	4.9	**7.7**
New residential properties constructed in Brazoria County	0.2	0.3	**0.4**
New students to attend local school district	0.5	0.9	**1.5**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

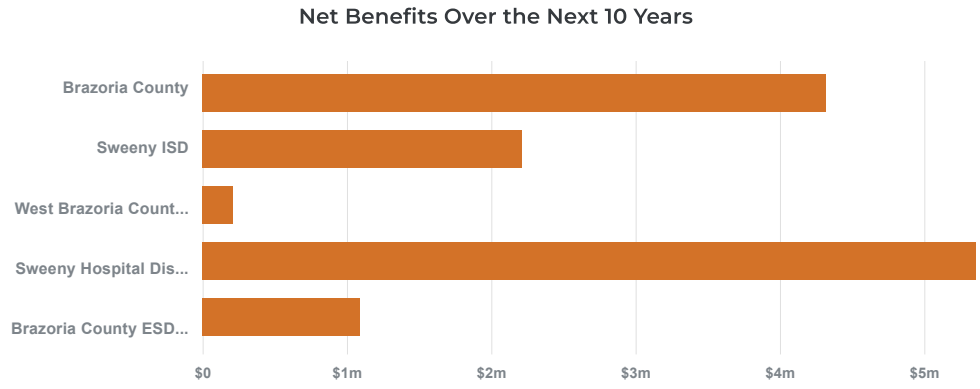
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN BRAZORIA COUNTY							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$122,483	$5,000,000	$0	$250.00M	$100,000	*$255.10M*	**$255.22M**
2	$124,933	$5,100,000	$0	$225.00M	$102,000	*$230.20M*	**$230.33M**
3	$127,431	$5,202,000	$0	$200.00M	$104,040	*$205.31M*	**$205.43M**
4	$129,980	$5,306,040	$0	$175.00M	$106,121	*$180.41M*	**$180.54M**
5	$132,579	$5,412,161	$0	$150.00M	$108,243	*$155.52M*	**$155.65M**
6	$135,231	$5,520,404	$0	$125.00M	$110,408	*$130.63M*	**$130.77M**
7	$137,936	$5,630,812	$0	$100.00M	$112,616	*$105.74M*	**$105.88M**
8	$140,694	$5,743,428	$0	$75,000,000	$114,869	*$80,858,297*	**$80,998,991**
9	$143,508	$5,858,297	$0	$50,000,000	$117,166	*$55,975,463*	**$56,118,971**
10	$146,378	$5,975,463	$0	$50,000,000	$119,509	*$56,094,972*	**$56,241,351**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
Brazoria County	$4,334,414	($16,602)	$4,317,813	$3,615,386
Sweeny ISD	$12,714,149	($10.50M)	$2,212,340	$1,819,353
West Brazoria County Drainage District	$210,448	$0	$210,448	$173,067
Sweeny Hospital District	$5,359,386	$0	$5,359,386	$4,407,413
Brazoria County ESD #2	$1,090,943	$0	$1,090,943	$897,162
Total	**$23,709,341**	**($10.52M)**	**$13,190,929**	**$10,912,381**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

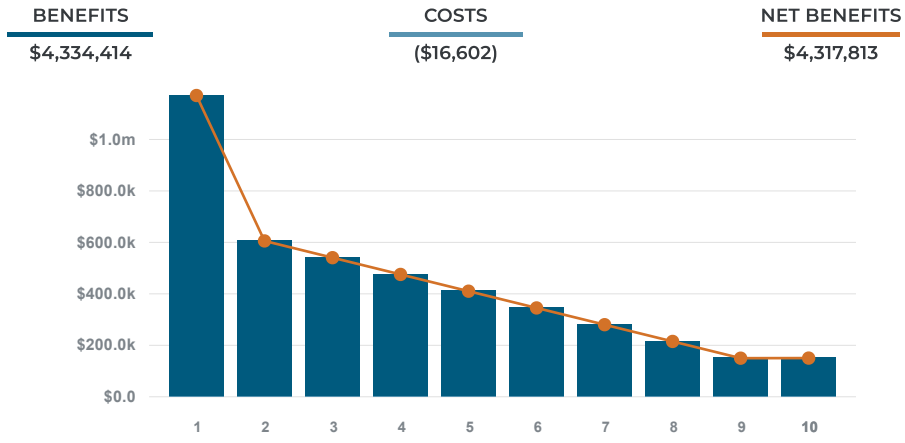


Brazoria County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$505,475	$9,279	$514,754
Real Property Taxes	$143,236	$0	$143,236
FF&E Property Taxes	$3,662,750	$0	$3,662,750
Inventory Property Taxes	$2,865	$0	$2,865
New Residential Property Taxes	$0	$3,509	$3,509
Building Permits and Fees	$0	$0	$0
Miscellaneous Taxes and User Fees	$3,942	$3,359	$7,301
Benefits Subtotal	**$4,318,268**	**$16,147**	**$4,334,414**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($8,979)	($7,623)	($16,602)
Costs Subtotal	**($8,979)**	**($7,623)**	**($16,602)**
Net Benefits	**$4,309,289**	**$8,524**	**$4,317,813**

Annual Fiscal Net Benefits for Brazoria County

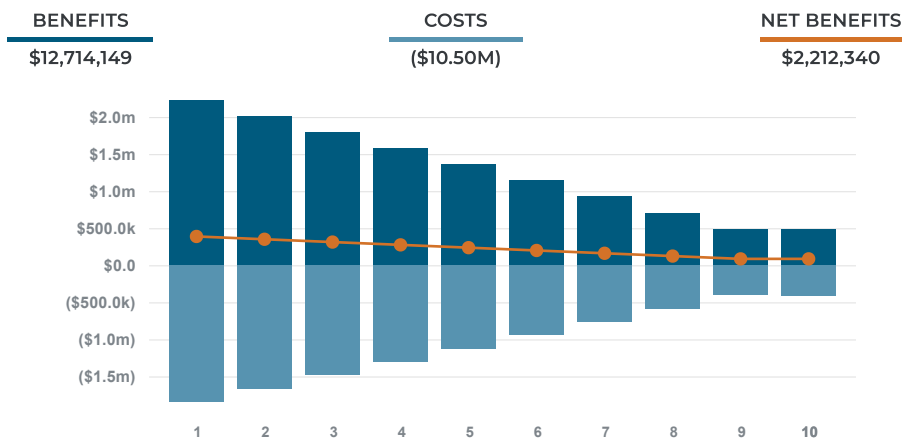


Sweeny ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$478,010	$0	$478,010
FF&E Property Taxes	$12,223,400	$0	$12,223,400
Inventory Property Taxes	$9,560	$0	$9,560
New Residential Property Taxes	$0	$765	$765
Addtl. State & Federal School Funding	$0	$2,414	$2,414
Benefits Subtotal	**$12,710,970**	**$3,179**	**$12,714,149**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($1,916)	($1,916)
Reduction in State School Funding	($10.50M)	($632)	($10.50M)
Costs Subtotal	**($10.50M)**	**($2,548)**	**($10.50M)**
Net Benefits	**$2,211,709**	**$631**	**$2,212,340**

Annual Fiscal Net Benefits for Sweeny ISD

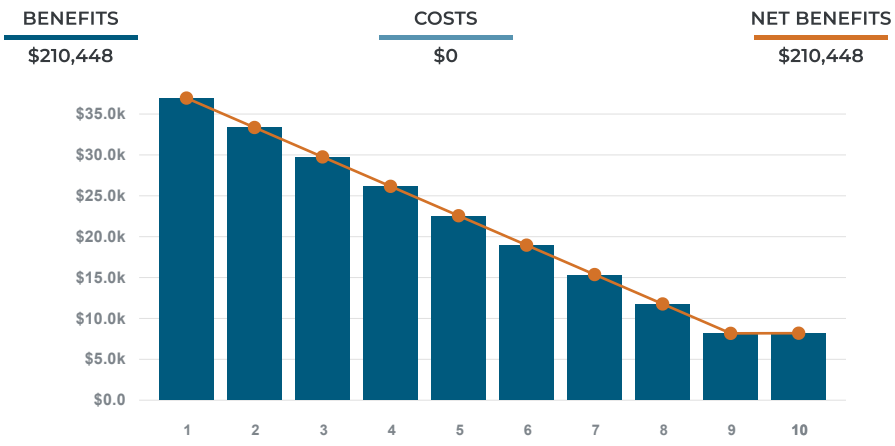


West Brazoria County Drainage District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by West Brazoria County Drainage District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: WEST BRAZORIA COUNTY DRAINAGE DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$7,913	$0	$7,913
FF&E Property Taxes	$202,342	$0	$202,342
Inventory Property Taxes	$158	$0	$158
New Residential Property Taxes	$0	$35	$35
Benefits Subtotal	**$210,413**	**$35**	**$210,448**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$210,413**	**$35**	**$210,448**

Annual Fiscal Net Benefits for West Brazoria County Drainage District

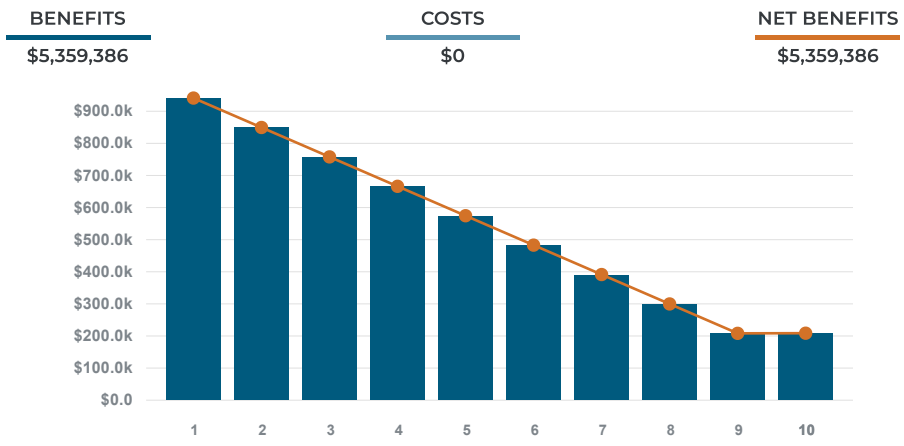


Sweeny Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$201,512	$0	$201,512
FF&E Property Taxes	$5,152,952	$0	$5,152,952
Inventory Property Taxes	$4,030	$0	$4,030
New Residential Property Taxes	$0	$891	$891
Benefits Subtotal	**$5,358,494**	**$891**	**$5,359,386**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$5,358,494**	**$891**	**$5,359,386**

Annual Fiscal Net Benefits for Sweeny Hospital District

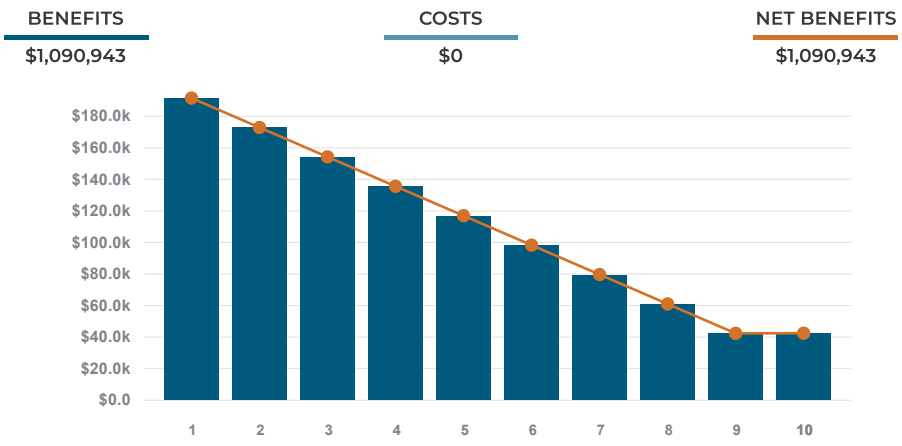


Brazoria County ESD #2 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County ESD #2 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY ESD #2			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$41,019	$0	$41,019
FF&E Property Taxes	$1,048,922	$0	$1,048,922
Inventory Property Taxes	$820	$0	$820
New Residential Property Taxes	$0	$181	$181
Benefits Subtotal	**$1,090,762**	**$181**	**$1,090,943**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,090,762**	**$181**	**$1,090,943**

Annual Fiscal Net Benefits for Brazoria County ESD #2



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

221112 FOSSIL FUEL ELECTRIC POWER GENERATION		BRAZORIA COUNTY
Employment Multiplier	(Type II Direct Effect)	2.8095
Earnings Multiplier	(Type II Direct Effect)	1.6948

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

IMPACT DASHBOARD

Project Bulldog Power LLC - Phase 2

EXHIBIT I

Detailed Itemized List of Tangible Personal Property requesting to be abated

Bulldog Power 2 LLC's real and personal property improvements for the proposed Project would include:

- Advanced class combustion turbines and generators
- Control room, administrative & warehouse building
- Demin water system
- Fuel gas treatment
- Selective catalytic reactors and emission monitoring equipment
- Ammonia storage and injection systems
- All ancillary machinery and equipment necessary for operations and maintenance

EXHIBIT J

Application for Abatement with Other Taxing Jurisdictions

Bulldog Power 2 LLC has not applied to any other Taxing Jurisdictions to date. It is currently being contemplated that Bulldog Power 2 LLC may apply to the Jobs, Energy, Technology and Innovation Act (JETI) Program at the Texas Comptroller's Office, in conjunction with Sweeny Independent School District.

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EXHIBIT K

Real Estate Purchase Option

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "**Memorandum**" is dated as of April 19, 2025 (the "**Effective Date**") by and between Glenn W. Salyer and Mary Susan Salyer (collectively "**Seller**") and Toronado Land Company LLC, a Delaware limited liability company ("**Purchaser**") with reference to the following recitals:

A. Seller owns that certain real property located in the County of Brazoria, State of Texas, legally described on **Exhibit A** attached hereto, and incorporated herein by reference and consisting of approximately 76.56 acres, including all of Seller's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any rights pertaining to water, minerals, caliche, gravel and/or hydrocarbons relating thereto (collectively, the "**Property**").

B. Seller and Purchaser (i) entered into that certain Real Estate Purchase Option Agreement, dated effective as of October 12, 2023 (the "**Original Agreement**") pursuant to which Seller granted Purchaser an option to purchase twenty-five (25) acres of the Property (the "**Option**"), and (ii) executed and recorded a Memorandum of the Agreement in the real property records of Brazoria County, Texas on November 8, 2023, as Instrument No. 2023050277.

C. Effective as of the Effective Date, Seller and Purchaser executed an amendment to the Original Agreement (the "**First Amendment to Purchase Option Agreement**"), which among things, grants Purchaser the option to purchase the *entire* Property, all as set forth in greater detail therein.

D. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the First Amendment to Purchase Option Agreement, including, without limitation, notice that the Option has been amended to grant Purchaser the option to purchase the entire Property. Capitalized terms used and not defined herein have the meaning set forth in the Original Agreement as amended by the First Amendment to Purchase Option Agreement (collectively, the "**Agreement**").

NOW THEREFORE, for and in consideration of the promises, covenants and agreements of the parties contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Section 1 of the Agreement, Seller has granted, and does hereby grant to Purchaser an exclusive and irrevocable option (the "**Option**") to purchase the

Property on the terms and conditions set forth in the Agreement.

2. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

3. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to Purchaser's Option and the covenants, terms and provisions set forth in the Agreement and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

4. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum as of the Effective Date.

Seller

Glenn W. Salyer

Glenn W. Salyer

Mary Susan Salyer

Mary Susan Salyer

Purchaser

Toronado Land Company LLC

By:

Name: Paris Hays

Title: Chief Executive Officer

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Glenn Salyer [Name and Character of Officer], on this day personally appeared Glenn Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Sandra K. Blaine
Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Mary Susan Salyer [Name and Character of Officer], on this day personally appeared Mary S. Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025.

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Notary Public Signature

Sandra K. Blaine

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On May 19, 2025 before me, SHAHROKH SHAMLOO,
Notary Public, personally appeared Paris Hays,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shahrokh Shamloo
Signature of Notary Public

(Notary Seal)

SHAHROKH SHAMLOO
Notary Public - California
Contra Costa County
Commission # 2425187
My Comm. Expires Dec 2, 2026

EXHIBIT A

Property Description

That certain real property located in Brazoria County, Texas, off of Farm to Market 524 near Sweeny, Texas more particularly described as follows:

FM 524 OFF OIL FIELD RD

Legal Description: ABST - 46 SUBD - Arch McDonald S/D Tr. A, B, B1, C, E, F & G Tract - 41B

APN: 1336-0115-000

EXHIBIT B

FORM OF MEMORANDUM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of 10/17, 2025 (the "Effective Date"), between Rodney and Sheila Elster Family Limited Partnership, LP, a Texas Limited Partnership ("Seller"), and Toronado Land Company LLC ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to Property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Brazoria County, Texas, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Attachment A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between

the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a 3 year period beginning on the Effective Date. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:	Purchaser:
Rodney and Sheila Elster Family Limited Partnership, LP	
c/o A.G. CROUCH CROUCH LAW OFFICE 235 W. SEALY STREET ALVIN, TEXAS 77511	TORONADO LAND COMPANY C/O NIGHTPEAK ENERGY 1423 BROADWAY PMB 114 OAKLAND, CA 94612

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Brazoria County, Texas, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the Property. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

SELLER:

Rodney and Sheila Elster Family Limited Partnership, A Texas Limited Partnership

Sheila Horak Elster,
Name: Sheila Horak Elster
Title: General Partner

PURCHASER:

Toronado Land Company LLC,
a Delaware limited liability company

By:
Name: Paris Hays
Title: Chief Executive Officer

See Attached Certificate

Recording requested by and
when recorded mail to:

Crouch Law Office
235 W. Sealy Street
Alvin, Texas 77511

THE STATE OF TEXAS §
§
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 17 day of October, 202__, by Sheila Horak Elster.

REBECCCA LELA BLANCHETTE
Notary ID #128161086
My Commission Expires
February 16, 2026

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____[name of signatory], _____[title of signatory] of _____[name of entity] a _____[state of formation of entity] _____[type of entity], on behalf of said _____[type of entity].

Notary Public in and for the State of Texas

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On October 20, 2025 before me, Stephanie E. Losier Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Paris Hays
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEPHANIE E. LOSIER
Notary Public - California
Contra Costa County
Commission # 2468277
My Comm. Expires Oct 25, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ATTACHMENT A

LEGAL DESCRIPTION

All of the SURFACE AND SUBSURFACE down to 500 feet ONLY fee interest with respect to the approximately 81 acres of the following real property situated in Brazoria County, Texas, together with any improvements thereon, and easements and appurtenances thereto, but excluding Seller's interest, if any, without surface rights, in any subsurface oil, gas, and minerals rights pertaining thereto:

The specific legal description of the Property to be purchased shall be provided by Purchaser prior to Closing

Black – Toronado Land Company Parcel

Exhibit A

FILED and RECORDED

Instrument Number: 2025050994

Filing and Recording Date: 10/21/2025 10:50:09 AM Pages: 7 Recording Fee: $45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

EXHIBIT L

Secretary of State Filings

Form 304
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: $750

Application for Registration of a Foreign Limited Liability Company

This space reserved for office use.

1. The entity is a foreign limited liability company. The name of the entity is:

Bulldog Power 2 LLC

Provide the full legal name of the entity as stated in the entity's formation document in its jurisdiction of formation.

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation that it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

The assumed name must include an acceptable organizational identifier or an accepted abbreviation of one of these terms.

3. Its federal employer identification number is:

☑ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: (set forth state or foreign country) Delaware

and the date of its formation in that jurisdiction is: 11/14/2025

mm/dd/yyyy

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below.

Asset Owner

The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: 01/01/2026

mm/dd/yyyy *Late fees may apply (see instructions).*

8. The principal office address of the limited liability company is:

1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596
Address	*City*	*State*	*Country*	*Zip/Postal Code*

Complete item 9A or 9B, but not both. Complete item 9C.

☑ 9A. The registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ 9B. The registered agent is an individual resident of the state whose name is:

First Name	*M.I.*	*Last Name*	*Suffix*

9C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
211 E. 7th Street, Suite 620	Austin	TX	78701-3218

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Cacti Power Devco LLC

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/19/2025

Sujay Parikh

Signature of authorized person (see instructions)

Sujay Parikh

Printed or typed name of authorized person.

Print Reset

Form 401-A—General Information
Acceptance of Appointment and Consent to Serve as Registered Agent

The attached form is promulgated by the secretary of state and may be used to evidence the acceptance and consent of a person appointed as the registered agent of an entity. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Commentary

A domestic filing entity and a foreign filing entity registered to do business in Texas are required to continuously maintain a registered agent and a registered office address in Texas. A registered agent must be: 1) an individual resident of Texas; or 2) an organization, other than the organization to be represented, that is registered or authorized to do business in Texas. The registered office address must be located at a street address where service of process may be personally served on the entity's registered agent during normal business hours. Although the registered office is not required to be the entity's principal place of business, the registered office address may not be solely the address of a company that provides mailbox services or telephone answering service (BOC § 5.201).

House Bill 1787, effective January 1, 2010, amended subchapter E of chapter 5 of the Texas Business Organizations Code (BOC) to establish the requirement that a person appointed or named as an entity's registered agent must have consented, in a written or electronic form, to serve in that capacity.

Consent: The appointment of a person as registered agent by an organizer or managerial official of an entity is an affirmation by the organizer or managerial official that the person has consented to serve in the capacity of registered agent. In addition, before the sale, acquisition, or transfer of a majority-in-interest or majority interest of the outstanding ownership or membership interests of a represented entity, the governing authority of the entity must verify whether the person named as the registered agent of the entity prior to the sale, acquisition, or transfer has consented to continue to serve the represented entity in that capacity.

Form: Section 5.201(b) requires that a person who is to be named as the registered agent of a represented entity in a registered agent filing must consent, in a written or electronic form, to serve in that capacity. A registered agent filing is defined by section 5.200(1) and includes any filing instrument that designates or appoints a registered agent or that effects a change or correction to the registered agent such as a certificate of formation, certificate of amendment, or statement of change of registered agent.

Section 5.201(b) also requires the secretary of state to develop the form of the consent. The consent of a registered agent need not be on a prescribed form or contain all the statements found on the attached promulgated form; however, a written or electronic consent to serve as registered agent should contain:

a. the name of the represented entity;
b. an express statement that the person designated consents to serve as the entity's registered agent;
c. the name of the person designated as registered agent;
d. the signature of the registered agent; and
e. the date of execution.

Execution of Consent: If the person named as registered agent is an individual, the individual designated must sign the consent. If the person named as registered agent is not an individual, the consent would be signed by an individual authorized to accept the appointment as registered agent on behalf of the organization named as registered agent.

Filing Not Required: The signed consent of the registered agent should be sent to and retained by the represented entity.

Unless otherwise required by the provisions of the BOC or other law applicable to the represented entity, the consent of the registered agent is not required to be submitted or included as part of a registered agent filing. However, a registered agent filing that includes the written consent of the person designated will be retained in the records of the secretary of state as part of the document.

Permissive Filing: A consent of registered agent that is submitted separately for purposes of filing with the secretary of state will be indexed in the filing history of the represented entity if the consent is accompanied by the fee imposed under chapter 4 of the BOC for the filing of an instrument for which a fee is not expressly provided. The fee is **$15**, unless the consent is submitted on behalf of a nonprofit corporation or cooperative association. The fee for a nonprofit corporation or cooperative association is **$5**. The consent may be mailed to P.O. Box 13697, Austin, Texas 78711-3697; faxed to (512) 463-5709; or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701.

Rejection of Appointment: A person who has been named as the registered agent of an entity without the person's consent is not required to perform the duties of a registered agent (BOC § 5.206). In addition, a person who has been designated as a registered agent without the person's consent may file a rejection of the appointment with the secretary of state. On filing, the rejection of appointment will terminate the appointment of the registered agent and registered office. Failure to appoint or maintain a registered agent and registered office may result in the involuntary termination of a domestic filing entity or the revocation of a foreign filing entity's registration to transact business in Texas.

Changes by a Registered Agent*:* A registered agent that changes its name or that changes its address as the address of the entity's registered office should notify the represented entity of the change and file a statement of change with the secretary of state. (Form 408)

A person may resign as the registered agent of an entity by providing notice to the represented entity and the secretary of state. Notice to the secretary of state must be given before the 11th day after the date notice is given to the entity. On compliance with the notice requirements, the appointment of the registered agent and registered office terminate. However, this termination is not effective until the 31st day after the date the secretary of state receives notice (BOC § 5.204(d)).

Changes by a Represented Entity: The failure of a domestic or foreign filing entity to maintain a registered agent and registered office address in Texas may result in the involuntary termination of the domestic filing entity or in the revocation of the foreign entity's registration. Therefore, it is important that an entity file a statement of change of registered agent and/or registered office (Form 401) with the secretary of state to appoint a new registered agent when the person named as registered agent will no longer serve in that capacity or when the registered office address of the entity changes.

False or Fraudulent Filings: Please note that the liabilities and penalties imposed by sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that designates and appoints a person as the registered agent of an entity without that person's consent (BOC § 5.207).

A person commits an offense under section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the secretary of state for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Bulldog Power 2 LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: _____

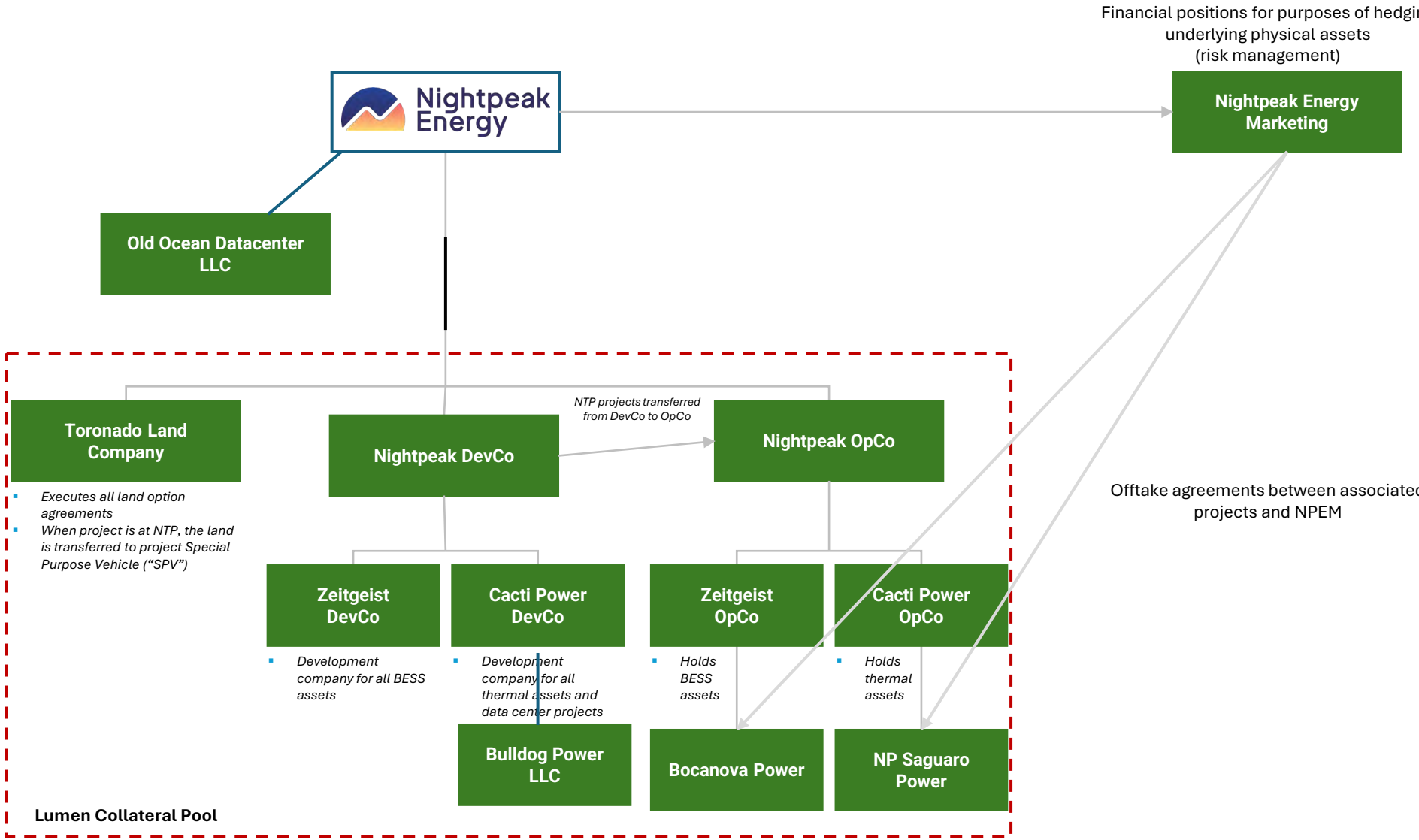
Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT M

Organizational Chart


Financial positions for purposes of hedging underlying physical assets (risk management)
Nightpeak Energy
Nightpeak Energy Marketing
Old Ocean Datacenter LLC
Toronado Land Company
Executes all land option agreements
When project is at NTP, the land is transferred to project Special Purpose Vehicle ("SPV")
Nightpeak DevCo
NTP projects transferred from DevCo to OpCo
Nightpeak OpCo
Offtake agreements between associated projects and NPEM
Zeitgeist DevCo
Development company for all BESS assets
Cacti Power DevCo
Development company for all thermal assets and data center projects
Zeitgeist OpCo
Holds BESS assets
Cacti Power OpCo
Holds thermal assets
Bulldog Power LLC
Bocanova Power
NP Saguaro Power
Lumen Collateral Pool

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **3/10/2026**

Open Public Hearing on the Tax Abatement Application of Old Ocean Datacenter LLC

The public hearing on the **Tax Abatement Application of Old Ocean Datacenter LLC** is hereby **OPENED** for presentation of comment for or against the abatement.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **3/10/2026**

Close Public Hearing on the Tax Abatement Application of Old Ocean Datacenter LLC

The public hearing on the **Tax Abatement Application of Old Ocean Datacenter LLC** is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **3/10/2026**

Granting Tax Abatement of Old Ocean Datacenter LLC

It is Ordered that the application for tax abatement of OLD OCEAN DATACENTER LLC attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in the Brazoria County Reinvestment Zone No. 26-01 created in Brazoria County for a term of _____ years, and at _____% abatement of eligible real and personal properties; Said Company will be investing $1,500,000,000.00 dollars and creating 20 new jobs in Brazoria County. Said project will bring in 300 construction jobs.

The Tax Abatement Review Committee met on March 4, 2026 to review the application.

Further, that the County Judge is authorized to execute a tax abatement agreement with OLD OCEAN DATACENTER LLC in accordance with the same Guidelines and Criteria.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:

COUNTY JUDGE L.M. "MATT" SEBESTA, JR.
BRAZORIA COUNTY COURTHOUSE
237 E. LOCUST STREET, SUITE 401
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:
BC312@brazoriacountytx.gov

PART I - APPLICANT INFORMATION

Company Name: OLD OCEAN DATACENTER LLC Submittal Date: _____
Address/City: 1423 BROADWAY #144, OAKLAND, CA 94612
Phone: _____
Name/Address/Phone of Company Contact on this Project: GREG BLUE
1423 BROADWAY #144, OAKLAND, CA 94612
_____
E-mail address of Company Contact: gblue@nightpeak.energy
Type of Structure: Corporation ☐ Partnership ☐ Proprietorship ☑
Total number employed: 0 Corporate Annual Sales Per Year: 0
Annual Report Submitted: Yes ☑ No ☐ (see instructions)

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	☐	Regional Distribution	☐
Regional Service	☐	Regional Entertainment Center	☐
Research	☐	Other Basic Industry	☑

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: 10 YRS **Percentage Requested:** 100%

Proposed facility located in the following taxing jurisdictions:

School District: SWEENY INDEPENDENT SCHOOL DISTRICT
College District:
Drainage District: WEST BRAZORIA DRAINAGE DISTRICT #11
Hospital District: SWEENY HOSPITAL DISTRICT
City:
Other Taxing Jurisdictions: BRAZORIA COUNTY EMERGENCY DISTRICT #2
BRAZORIA COUNTY, ROAD & BRIDGE FUND

Describe Product or service to be provided: HIGH PERFORMANCE COMPUTING DATACENTER

This application is for a: New Plant ☑ Expansion ☐ Modernization ☐

PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

N/A

If Company is considering another state to build/construct this project, identify the city, county and state:

N/A

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit "J"**.

PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $1,500,000,000

B. Permanent employment estimates:
If existing facility, the current plant employment: 0
Estimated number of plant jobs retained: (0) Jobs created: (20)
Number of employees anticipated at start-up: (20) within one year ( )

C. Construction employment estimates:
Construction to start: Month: 1 Year: 2026
Construction to be completed: Month: 1 Year: 2027
Number of construction jobs anticipated:
At start: 0 Peak: 300 Finish: 0

D. School District impact estimates:
Number of families transferred to area: N/A
Number or children added to ISDs: N/A

E. City Impact estimates:
Volume of treated water required from city: N/A
Volume of effluent water to be treated by city: N/A

F. Estimated appraised value on site:	**LAND**	**PERSONAL PROPERTY**	**IMPROVEMENTS**
Valuation of existing property as of January 1, preceding this abatement application:	$ 19,590	$ 0	$ 0
Estimated value of Personal Property improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:		$ 0	$ 0
Estimated value of abated improvements at the completion of construction:			$ 0
Estimated value of Tangible Personal Property, **subject to abatement**:		$ 1,500,000,000	
Estimated value of abated improvements after abatement agreement expires:			$ 0
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		$ 500,000,000	
Estimated value, upon completion of project, of exempt pollution control equipment:			$ 0

G. Minimum Production Life of Equipment: 20-25 years

H. Variance: Is a variance being sought under any provision of the "Guidelines"?
Yes ☐ No ☑ If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".

Has permitting been started Yes ☐ No ☑

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I"**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

PARIS HAYS, CHIEF EXECUTIVE OFFICER

Company Official Signature

Printed Name & Title of Company Official

REQUIRED ATTACHMENTS

EXHIBIT "A" – **Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan**

EXHIBIT "B" – **Certification of Appraised Value of Properties as of January 1, 2025**

EXHIBIT "C" – **Proposed Facility Address and Legal Description**

EXHIBIT "D" – **Map Showing Site**

EXHIBIT "E" – **Project Description including Time Schedule for Undertaking and Completing Project**

EXHIBIT "F" – **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

EXHIBIT "G" – **Letter/Statement regarding Variance Requests**

EXHIBIT "H" – **Economic Impact Plan**

EXHIBIT "I" – **Detailed Itemized List of Tangible Personal Property requesting to be abated**

EXHIBIT "J" – **Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "K" – **Real Estate Purchase Option**

EXHIBIT "L" – **Secretary of State Filings**

EXHIBIT "M" – **Organizational Chart**

EXHIBIT A

Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan

Old Ocean Datacenter, LLC is developing a 310 MW hyperscale data center located near Sweeny, TX. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region. Providing numerous construction jobs and a number of ongoing operations and maintenance jobs throughout its life, the project is under development and targeted to begin operation in 2027 or earlier.

PROJECT SIZE
310 MW

TECHNOLOGY
Hyperscale

LOCATION
Brazoria County, TX

PROJECT STATUS
In Development

Report of Independent Auditors
and Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries

December 31, 2024 and 2023

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Report of Independent Auditors

The Executive Committee and Members
Nightpeak Energy LLC and subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Nightpeak Energy LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Nightpeak Energy LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nightpeak Energy LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nightpeak Energy LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Matter

The financial statements of Nightpeak Energy LLC as of and for the year ended December 31, 2023, were audited by other auditors whose report dated April 3, 2024, expressed an unmodified opinion on those statements.

Moss Adams LLP

Dallas, Texas
March 25, 2025

Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,721,538	$ 3,429,715
Restricted cash	38,334,631	-
Prepaid expenses and deposits	1,552,863	1,649,236
Gas imbalance receivable	218,996	-
Total current assets	43,828,028	5,078,951
NONCURRENT ASSETS		
Property, plant, and equipment, net	121,175,111	20,915,488
Other noncurrent assets	6,909,408	527,083
Total noncurrent assets	128,084,519	21,442,571
Total assets	$ 171,912,547	$ 26,521,522
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 47,758,461	$ 2,264,707
Operating lease liability, current portion	108,782	-
Construction loan	37,348,169	-
Note payable	-	717,908
Total current liabilities	85,215,412	2,982,615
COMMITMENTS AND CONTINGENCIES (NOTE 5 & 8)		
NONCURRENT LIABILITIES		
Operating lease liability, noncurrent portion	213,205	-
Total noncurrent liabilities	213,205	-
Total liabilities	85,428,617	2,982,615
MEMBERS' EQUITY	86,483,930	23,538,907
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 171,912,547	$ 26,521,522

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2024 and 2023

	December 31,	
	2024	2023
REVENUES		
Electricity sales	$ 23,182,360	$ -
Total revenues	23,182,360	-
OPERATING EXPENSES		
Operating costs	12,363,833	679,945
General and administrative	7,004,608	3,789,658
Depreciation and amortization	902,178	318,058
Impairment of long-lived assets	558,555	8,160
Other expenses	1,093,352	292,540
Total operating expenses	21,922,526	5,088,361
OPERATING INCOME (LOSS)	1,259,834	(5,088,361)
OTHER INCOME		
Interest income	126,978	1,154
Total other income	126,978	1,154
NET INCOME (LOSS)	$ 1,386,812	$ (5,087,207)

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Members' Equity
Years Ended December 31, 2024 and 2023

	Total Members' Equity
MEMBERS' EQUITY, December 31, 2022	$ 563,739
Contributions	27,913,396
Share-based compensation expense	148,979
Net loss	(5,087,207)
MEMBERS' EQUITY, December 31, 2023	23,538,907
Contributions	61,402,117
Share-based compensation expense	156,094
Net income	1,386,812
MEMBERS' EQUITY, December 31, 2024	$ 86,483,930

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	December 31, 2024	December 31, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 1,386,812	$ (5,087,207)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	902,178	318,058
Share-based compensation expense	156,094	148,979
Impairment of long-lived assets	558,555	-
Change in operating assets and liabilities:		
Accounts receivable	(218,996)	-
Prepaid insurance and other current assets	96,372	(1,583,011)
Accounts payable and accrued liabilities	1,640,215	1,925,805
Net cash from operating activities	4,521,230	(4,277,376)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(59,346,353)	(14,211,216)
Refund of amounts on deposit	1,550,000	
Asset acquisition, Saguaro purchase	-	(7,541,000)
Net cash from investing activities	(57,796,353)	(21,752,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital contributions	61,402,117	27,913,396
Proceeds and repayments on note payable	(717,908)	717,908
Proceeds on construction loan, net of debt issuance costs	33,452,832	-
Debt issuance costs	(1,967,920)	
Deferred equity costs	(267,544)	-
Net cash from financing activities	91,901,577	28,631,304
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	38,626,454	2,601,712
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of year	3,429,715	828,003
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of year	$ 42,056,169	$ 3,429,715
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ 32,710	$ -
Property, plant and equipment additions in accounts payable	$ 43,865,438	$ -
Right-of-use asset lease additions	$ 375,361	$ -

Note 1 – Organization

Nightpeak Energy LLC develops, owns, and operates energy projects that meet the growing capacity needs of a decarbonized grid.

Nightpeak Energy LLC was formed as a limited liability company (LLC) on May 16, 2022. The LLC agreement provides for the admission of Energy Spectrum Partners VIII LP (Energy Spectrum) and Nightpeak Energy Management LLC (Management Member) as members, collectively, “the Members.”

As of December 31, 2024, Nightpeak Energy LLC had twenty-eight wholly owned subsidiaries to execute its investment in various infrastructure projects and engage in the operation and development of energy projects, including Bocanova Power LLC (Bocanova Power) and NP Saguaro Power LLC (Saguaro Power). Nightpeak Energy LLC and its wholly owned subsidiaries are collectively referred to here as "the Company."

Note 2 – Summary of Significant Accounting Policies

Basis of presentation and consolidation – The accompanying consolidated financial statements, which include Nightpeak Energy LLC and its subsidiaries in which it has a controlling financial interest, have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). A controlling financial interest exists when a company has the power, directly or indirectly, to control the financial and operating policies of an entity to obtain the benefits from its activities. All intercompany balances and transactions have been eliminated in consolidation. The Company's fiscal year ends on December 31.

Use of estimates – The preparation of consolidated financial statements U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses in the consolidated financial statements. The Company's estimates consist of inputs used to calculate depreciation, amortization, impairment expenses, share-based compensation expense, right-of-use assets, and lease labilities. Actual results could differ from those estimates.

Business combination – In accordance with ASC Topic 805, *Business Combinations*, the Company determines whether an acquisition is a business combination, which requires that the assets acquired and liabilities assumed constitute a business. Each business combination is then accounted for by applying the acquisition method of accounting. If the assets acquired are not a business, the Company accounts for the transaction as an asset acquisition. Under both methods, purchase prices are allocated to acquired assets and assumed liabilities based on their estimated fair value at the time of the acquisition (adjusted for purchase price adjustments in business combinations). For transactions that are business combinations, the Company evaluates the existence of goodwill or intangibles. The excess, if any, of the purchase price over the net fair value amounts assigned to assets acquired and liabilities assumed is recognized as goodwill. The Company capitalizes acquisition-related costs and fees associated with asset acquisitions and immediately expenses acquisition-related costs and fees associated with business combinations.

Cash, cash equivalents, and restricted cash – Cash consists primarily of cash on hand and in bank accounts. The Company considers all short-term highly liquid investments purchased with original maturities of three months or less from date of acquisition to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2024 and 2023. Restricted cash consists primarily of cash proceeds from construction loans used for the sole purpose of construction and development projects.

At December 31, 2024 and 2023, and at various times during 2024 and 2023, there were cash balances with banks in excess of federally insured limits. The Company has not experienced any losses in its cash accounts, and management regularly monitors and assesses these concentrations and believes it is not exposed to any significant credit risk on cash, cash equivalents, and restricted cash.

Property, plant equipment, construction in progress and depreciation – Property, plant, and equipment are stated at cost, less accumulated depreciation. Repairs and maintenance are expensed as incurred. Any improvements that enhance or prolong the life of the asset are capitalized. Depreciation starts when assets are placed in service and is calculated using the straight-line method over the respective assets' estimated useful lives.

Asset Type	Estimated Life
Power plant	9 years
Leasehold improvements	9 years
Building	9 years
Other fixed assets	5 to 9 years

Construction in progress consists primarly of capitalized costs relating to energy projects in various stages of development or construction. These costs include interconnection deposits, legal, consulting, permitting, construction labor, equipment, and land costs necessary for developing and constructing an energy project. In accordance with ASC No. 835 – *Interest*, capitalized interest expense is included in construction in progress, and totals $81,214 and $0 for years ended December 31, 2024 and 2023, respectively.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. For the years ended December 31, 2024 and 2023, management recorded $541,865 and $0 in impairment of long-lived assets included in construction in progress, respectively.

Intangible asset – leasehold interest – Intangible asset consists of a leasehold interest which is the land lease agreement that gives the Company the right to use the land on which the Saguaro plant is located. The leasehold interest was obtained in conjunction with the Saguaro property acquisition (refer to Note 4) and is stated at fair value which is present value of the differences between the market rent and the actual payments on the rent. The asset is a definite-lived intangible asset amortized on a straight-line basis over the remaining useful life of nine years. Intangible assets are presented in other noncurrent assets on the consolidated balance sheets.

The Company reviews its intangible asset for impairment when there are triggering events that indicate that the asset might be impaired. If such event occurs, the Company compares its carrying amount of the asset to the future undiscounted cash flows, and if there is excess, the Company determines the fair value of the assets to calculate the impairment. There were no triggering events for the years ended December 31, 2024 and 2023, that would indicate the intangible asset is impaired.

Debt issuance and other deferred charges – The Company capitalizes debt issuance and other deferred charges associated with the Bocanova Project credit facility and tax equity transaction. Amounts are comprised of legal fees and debt servicing fees necessary to obtain the financing. The debt issuance charges are amortized over the expected life of the loan. The Company will monitor its capitalized equity costs for any indicators of impairment in future periods. Any further impairment losses will be recognized in the period in which the indicators are identified.

Income taxes – The Company is classified as a partnership for federal and state tax purposes and is subject to all federal tax laws governing partnerships and limited liability companies (LLC). An LLC is not subject to federal income taxes. In lieu of corporate income tax, the members of an LLC are subject to federal and state income taxes on their proportionate share of the Company's taxable income. The Company is also subject to an annual tax of $800 and LLC fee, per LLC, based upon gross receipts from all sources derived from or attributable to the state of California, imposed by the California Franchise Tax Board as well as taxes at various rates from certain other states in which the Company does business, such as Nevada, Texas, and Arizona. There are no temporary differences in reporting for LLC financial and income tax purposes.

Each year, management considers whether any material tax position the Company has taken is more likely than not to be sustained upon examination by the applicable taxing authority. Management believes that any positions the Company has taken are supported by substantial authority and, hence, do not need to be measured or disclosed in the attached consolidated financial statements.

Construction loan and letters of credit – Construction loans are classified as short-term debt agreements. Interest on the outstanding balances accrue monthly and is capitalized as part of project work in progress. This capitalization reflects the Company’s accounting policy of including interest costs in the total cost of the construction project until it is completed and placed into service.

Revenue recognition – electricity sales – The Company recognizes revenue from the sale of electricity generated by the Saguaro Power Plant under a Power Purchase Agreement (PPA). The Company recognizes revenue from electricity sales over time using an output measure that is calculated by multiplying the net generation or contract megawatt hours (MWh) delivered for each month by the corresponding contract price for the month. The Company evaluates its PPA to determine whether it is a lease pursuant to FASB ASC 842, *Leases*. The Company determined that its PPA is not a lease and do not fall under the lease accounting standard. Additionally, the Company evaluates whether the PPA are derivative instruments or included embedded derivatives pursuant FASB ASC 815 – *Derivatives and Hedging*. The Company determined that the PPA is not a derivative.

The PPA has a term of four months and stipulates that the Company, to the extent possible, must deliver a specified amount of energy in MWh not to exceed a maximum hourly quantity. The pricing for the electricity sold under the PPA varies by month, with rates ranging from $27 per MWh to $132 per MWh. In addition to the base electricity charges, the customer is also responsible for costs related to gas delivery and in some situations may be responsible for gas imbalance charges incurred during the delivery period. For the years ended December 31, 2024 and 2023, the Company reported electricity sales revenues of $23,182,360 and $0, respectively. The increase in revenue for the year ended December 31, 2024, reflects the commencement of electricity sales under the PPA.

Leases – The Company determines if an arrangement is a lease at inception. To the extent an arrangement represents a lease, the Company classifies that lease as an operating lease or a finance lease.

The Company capitalizes operating leases on its Consolidated Balance Sheets through a right-of-use (ROU) asset included in Other current assets and a corresponding lease liability. ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the operating lease. Operating lease ROU assets and obligations are recognized at the commencement date of an arrangement based on the present value of lease payments over the lease term utilizing an interest rate that the Company would have incurred to borrow over a similar term the funds necessary to purchase the leased asset. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

Some of the Company's lease agreements include lease and non-lease components for which the Company has elected to not separate for all classes of underlying assets. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As of December 31, 2024, all leases are classified as operating leases and represent office space. Lease terms are 3–5 years and lease expense was not significant during the year.

Share-based compensation – During 2024 and 2023, the Management Member has issued certain Class B units to the key employees of Nightpeak Energy LLC (refer to Note 7). Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements.

Share-based compensation expense is measured at the grant date based on the grant date calculated fair value of the award estimated in accordance with the provisions of ASC No. 718, *Stock Compensation*. The fair value of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service period, which is generally the option vesting period of four years. The expense is recognized for the portion of the award that is expected to vest.

The value of the equity awards has been estimated using the Black-Scholes model. The determination of fair value for share-based awards on the date of grant using an option-pricing model requires management to make certain assumptions regarding: (i) the expected volatility in the market price of Nightpeak Energy LLC's member units over the expected term of the awards; (ii) risk-free interest rates; (iii) expected terms of the award. The expected volatility is based on the historical volatilities of similar entities within the Company's industry. The risk-free interest rate is based on the U.S. Treasury yield curve for the expected term in effect on the date of grant. The expected term of the award represents the period of time expected to be outstanding and is derived from the contractual and vesting terms of the awards. The Company does not estimate a forfeiture rate and recognizes forfeitures as they occur.

Recent accounting pronouncement – During June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No 2016-13 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected, through an allowance for credit losses that is deducted from the amortized cost basis. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The FASB has issued subsequent standards to clarify, correct errors in or improve the guidance. ASU No. 2016-13 as amended is effective for annual periods and interim periods within those annual periods beginning after December 15, 2022. Early adoption is permitted for annual and interim periods beginning after December 15, 2018. At December 31, 2024 and 2023, the Company did not have any credit losses on gas imbalance receivables.

Reclassifications – Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported total assets, total liabilities, net income (loss), or members' equity.

Note 3 – Saguaro Asset Acquisition

On November 30, 2023, Nightpeak Energy LLC completed the acquisition of the Saguaro Power Company, which was the owner of a 90-megawatt (MW) 2x1 combined cycle cogeneration power plant (Saguaro) located in Henderson, Nevada. The transaction was accounted for as an asset acquisition pursuant to ASC No. 805. The purchase price of approximately $7.5 million comprised of approximately $6.7 million in cash consideration, approximately $0.8 million in transaction costs that were allocated to assets acquired on the basis of relative fair values, consisting primarily of land, building and improvements. The purchase price allocation is as follows:

Saguaro acquisition	
Power plant	$ 6,852,475
Leasehold interest	550,000
Building	68,434
Land improvements	37,976
Furniture and fixtures	9,728
Miscellaneous equipment	22,387
Total	$ 7,541,000

During the year ended December 31, 2024, the Company reassessed the useful life of the Saguaro Acquisition determining a change in accounting estimate was warranted, which is accounted for prospectively as of January 1, 2024, in accordance with ASC 250-10-45-17, *Accounting Changes and Error Corrections*. Based on repairs and improvements during the year ended December 31, 2024, and further evaluation of the Saguaro facility capabilities, the Company determined a useful life of 9 years. The change in accounting estimate will decrease depreciation expense and increase reported net income for the years ended December 31, 2024 and 2025.

Note 4 – Property, Plant and Equipment

At December 31, 2024 and 2023, property, plant, and equipment consist of the following:

	Useful Life	2024	2023
Land	N/A	$ 3,913,070	$ -
Power plant	9	8,276,241	6,852,475
Building	9	68,434	68,434
Leasehold improvements	9	62,237	37,976
Other fixed assets	5-9	72,961	56,388
Less accumulated depreciation		(1,139,457)	(295,844)
Deposits		13,137,130	13,449,535
Project work in progress		96,784,495	746,524
Total		$ 121,175,111	$ 20,915,488

Depreciation expense for the years ending December 31, 2024 and 2023, was $843,613 and $295,140, respectively.

As of December 31, 2024, project work in progress consisted of the Bocanova Power project which is a 150-megawatt battery storage power plant undergoing construction located in the greater Houston, Texas, area.

Note 5 – Notes Payable

On December 20, 2024, Bocanova Power and Bocanova Class B LLC, a related party, entered into a senior secured construction and term loan credit facility (Credit Facility) of up to $41,844,054. As of December 31, 2024, the Company had borrowed $37,348,169 under the Construction Loan, of which $4,495,885 was unused as of December 31, 2024. As of December 31, 2024, the Company had no borrowings under the available $65,360,627 Bridge Loan included in the Credit Facility. The loans are collateralized by all property currently owned by the Company. The Company incurred and capitalized debt issuance costs totaling $5,863,257 including an upfront fee of $3,895,337 by the lender.

The Company may elect a base rate loan or secured overnight financing rate (SOFR) loan. For advances elected as a base rate loan, interest is the sum of the applicable margin of 1.0%, and the greater of the prime rate; federal funds effective rate plus 0.50% and the daily simple SOFR in effect on such day plus 1.0%, and payments are due quarterly. For advances elected as a SOFR loan, interest is the applicable margin of 2.0% plus the daily simple SOFR rate and payments are due monthly. The interest rate was 6.4% as of December 31, 2024.

The Construction Loan matures at the earliest occurrence of the term conversion or October 1, 2025. Upon completion of the Bocanova project, there is an option to convert the Construction Loan to a Term Loan contingent upon required equity funding amounts, term conversion model and other conditions precedent.

In connection with the Credit Facility, the Company entered into a senior secured letter of credit facility (LC construction facility) up to $30,408,780 comprised of various uses including PPA and interconnections. As of December 31, 2024, the Company has issued and outstanding letters of credit totaling $15,000,000. These letters of credit serve as guarantees of payment for our PPA’s in accordance with the terms of the underlying agreements. The letters of credit availability period ends on the later of the Construction or Term Loan maturity date.

Note 6 – Members' Interest, Contributions, Allocations, and Distributions

In accordance with the LLC Agreement, the Members of the Company provide funding for general operational purposes and future business operations of the Company. The Members are required to contribute their initial contributions and additional contributions up to the Capital Commitment as stated in the LLC agreement. Members are not entitled to the return of any part of its capital contributions to the Company or to be paid interest in respect to such capital contributions.

Income and losses of the Company shall be allocated among the Members in proportion to, and until each Member has been allocated income and losses in an amount equal to, the amount needed to cause such Member's Capital Account balance (determined after taking into account all distributions and all allocations) to equal, as nearly as possible, such Member's Target Capital Account Amount. Target Capital Account Amount equals (a) the amount of distributions such Member would receive if each of the Company's remaining assets were deemed disposed of for an amount equal to the Book Basis, as defined in the LLC agreement, of each such asset, and the proceeds of such deemed disposition and all other cash of the Company remaining after satisfaction of all Company liabilities (limited in the case of nonrecourse liabilities to the Book Basis of the property securing such liabilities) were distributed among the Members pursuant to relevant sections in the LLC agreement and partner nonrecourse debt minimum gain as noted in the LLC agreement.

The Members recognize that Income and loss shall be allocated annually for tax and capital account calculations, even if no distributions are made to the Members. Allocations to capital accounts should be allocated in order and priority described in the LLC Agreement. Solely for federal and applicable state income tax purposes, items of Company taxable income, gain, loss and deduction for each fiscal year or other relevant period shall be allocated among the Members in the same manner as each correlative item In of income, gain, loss, and deduction, as determined for Capital Account purposes.

Prior to winding up the Company, the Executive Committee shall, to the extent permitted by the Act, direct the Managers to distribute Available Cash or other property to the Members, in the following order and priority, at such times and in such amounts as the Executive Committee may determine in its sole and absolute discretion: (i) first, to the Members in accordance with their Ownership Percentages until Initial Payout occurs; (ii) second, after the occurrence of Initial Payout and continuing until Second Payout, to the Members in accordance with their respective Initial Payout Percentages; (iii) third, after the occurrence of Second Payout and continuing until Final Payout, to the Members in accordance with their respective Second Payout Percentages; and (iv) fourth, after the occurrence of Final Payout, to the Members in accordance with their respective Final Payout Percentages, as defined in the LLC Agreement.

Note 7 – Share-Based Compensation

On May 16, 2022, the Management Member authorized 10,000 class B Shares to be allocated to the key employees of Nightpeak Energy LLC. Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements. Terms of the agreement, including vesting requirements, are determined by the Board of Directors of the Management Member. Class B Shares granted generally vest over a period of four years.

For the years ended December 31, 2024 and 2023, the Board of Directors of the Management Member authorized and approved 490 shares and 575 shares, respectively. The Company estimated the fair value of equity awards granted to employees on the date of grant using the Black-Scholes option pricing model. For both years ended December 31, 2024 and 2023, the Company estimated a risk-free interest rate of 4% and a volatility of 20%. For the years ended December 31, 2024 and 2023, the weighted-average fair value per share was $43.89.

Shares available for granting were 935 and 1,425 as of December 31, 2024 and 2023, respectively.

For the years ended December 31, 2024 and 2023, total share-based compensation was $156,093 and $148,979, respectively. Nonvested shares were 3,612 and 6,875 as of December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, there was $241,989 and $235,376, respectively, of unrecognized share-based compensation expense related to unvested share-based awards.

Note 8 – Letters of Credit

As of December 31, 2024, the Company has an additional outstanding letter of credit totaling $4,000,000. This letter of credit serves as guarantees of payment to Texas-New Mexico Power Company in accordance with the terms of the underlying agreements.

Note 9 – Subsequent Events

In February 2025, the Company received $2,000,000 in contributions from members.

In January 2025, the Company borrowed $4,370,941 against the construction loan, and in February, 2025 the Company borrowed $6,349,102 against the bridge loan.

In March 2025, the Company issued a $4,000,000 irrevocable standby letter of credit through the Credit Facility.

Management has evaluated events and transactions for potential recognition or disclosure through March 25, 2025, which represents the date the consolidated financial statements were available to be issued.

Business References:

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KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT B

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2025

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: 11/7/2025

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2025, for property of Glenn & Mary Susan Salyer and Sheila Elster described in **Exhibit C** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY	**APPRAISED VALUE**
Account No. _____	$ _____
Account No. _____	$ _____

LAND

Account No. 182613	$ 4,210
Account No. 159206	$ 550
Account No. 182611	$ 14,830

IMPROVEMENTS

Account No. _____	$ _____
Account No. _____	$ _____
Account No. _____	$ _____

Certified this 7th day of November, 20 25.

CHIEF APPRAISER
BRAZORIA COUNTY APPRAISAL DISTRICT
BY: _____

Digitally signed by Marcel Pierel III
DN: cn=Marcel Pierel III, o=Brazoria CAD, ou=BCAD, email=mpierel@brazoriacad.org, c=US
Date: 2025.11.07 14:54:47 -06'00'

EXHIBIT C

Proposed Facility Address and Legal Description

Situs Address:	**East of Farm-to-Market 524 & County Road 360**
Legal Description:	**Lot 41B in the Arch McDonald Survey (Abstract 0046, C.Breen) Tract 12 in the Polly & Chance Survey (Abstract 119)**
Brazoria CAD Parcel ID:	**182613, 159206, 182611**
Brazoria CAD Geographic ID:	**1336-0115-000, 0119-0031-105, 1336-0113-000**

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

GLENN W. SAYLER
DESCRIPTION FOR 76.56 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS

Being a description for combined 76.56 acres solar lease, consisting of a 51.56-acre parcel and a 25.00-acre parcel, located in the Charles Breen Survey, Abstract No. 46. Both parcels being comprised of the residue of a called 100-acre tract of land conveyed to Glenn W. Salyer by deed recorded in Volume 1383, Page 649 (1/2 interest) and in Volume 1662, Page 810 (1/2 interest) of the Deed Records of Brazoria County ,Texas (D.R.B.C.,TX) Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

51.56 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX.);

THENCE, North 42°06'53" East, along the north line of said residue of 100-acre tract, a distance of 685.52 feet to a 1-inch iron pipe, found on the northeast corner of said residue of 100-acre tract and in the west line of that called 89.755 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2023034189 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 3,277.13 feet to a at a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northeast corner of a 25.00 acre tract and southeast corner of herein described tract;

THENCE, South 42°06'15" West, over and across said residue of 100-acre tract , a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northwest corner of a 25.00 acre tract, the southwest corner of herein described tract and in the east line of that certain tract of land conveyed to Jeffery P Clark by deed recorded in File No. 2024024174 of the O.P.R.B.C.,TX.;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, passing at a distance of 254.04, a 3/4-inch iron pipe found marking the northeast corner of said Clark tract, for a total distance of 3,277.25 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 51.56 acres of land.

25.00 ACRES:

COMMENCING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that said 20.48 acres tract;

THENCE, South 47°56'30" East, along the west line of said residue of 100-acre tract, a distance of 3,277.25 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found for the **POINT OF BEGINNING** (N: 13,583,503.75; E: 3,014,693.97) of herein described tract;

THENCE, North 42°06'15" East, over and across said residue of 100-acre tract, a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the east line of said residue of 100-acre tract, in the west line of said 89.755 acres tract and the northeast corner of herein described tract;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 1,589.68 feet to a 1-inch iron pipe, found on the southeast corner of said residue of 100-acre tract and herein described tract, and in the north line of a called 67.263 acres tract of land conveyed to Sweeny Economic Development Park by deed recorded in File No. 2024009862 of the O.P.R.B.C.,TX.;

THENCE, South 42°04'55" West, along the south line of said residue of 100-acre tract, a distance of 684.86 feet to a calculated point for the southwest corner of said residue of 100-acre tract and herein described tract, from which a 8-inch wood post bears South 71°09'49" West, a distance of 0.21 feet;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, a distance of 1,589.94 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 25.00 acres of land.

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION FOR 83.21 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46, AND
JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT NO. 119
BRAZORIA COUNTY, TEXAS

Being a description for an 83.21 acre parcel, located in the Charles Breen Survey, Abstract No. 46, and the Joseph H. Polley & Samuel Chance Survey, Abstract No. 119, Brazoria County, Texas, and being out of that certain 138.21 acre tract of land conveyed to Rodney and Sheila Elster Family Limited Partnership by deed recorded in File No. 2025046644 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX). Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

83.21 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) at a corner on the northeast line of said Elster tract of land, also being the northwest corner of a residue of a 100-acre tract of land conveyed to Glenn W. Salyer by deeds recorded in Volume 1383, Page 649, and Volume 1662, Page 810 of the Deed Records of Brazoria County, Texas (D.R.B.C.,TX) and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'30" East, along the northeast line of said Elster tract, a distance of 3,023.21 feet to a 3/4-inch iron pipe with cap inside marked "ADAMS 3666-5611", found on the southerly corner of said residue of 100-acre tract and the east corner of said Elster tract;

THENCE, South 42°16'29" West, along the east line of said Elster tract, a distance of 1,035.28 feet to a point for corner of the herein described tract from which a found 10 inch wooden fence post bears South 42°16'29" West, a distance of 0.78 feet, being the east corner of that certain tract of land described in deed to James Robert Finley, recorded in File No. 2023034189, O.P.R.B.C.,TX, and the north corner of that certain tract of land described in deed to Jeffrey Paul Clark, recorded in File No. 2011047297, O.P.R.B.C.,TX;

THENCE, North 47°55'26" West, along the southwest line of said Elster tract, a distance of 3,114.68 feet to a 1/2 iron rod found, also being the east corner of that certain tract of land conveyed to Kathleen A. Jones, by deed recorded in File No. 2011003774 of the O.P.R.B.C.,TX., and the south corner of that certain tract of land conveyed to Texas-New Mexico Power Co., by deed recorded in File Nos. 2014055511 and 2023027198 of the O.P.R.B.C.,TX.;

THENCE, North 13°06'34" East, along the west line of said Elster tract and the east line of said Texas-New Mexico Power Co. tract, a distance of 798.27 feet to a 5/8 inch iron rod found on the west line of the herein described tract and the northeast corner of said Texas-New Mexico Power Co. tract;

THENCE, South 87°28'00" West, along the westerly line of said Elster tract and the north line of said Texas-New Mexico Power Co. tract, a distance of 510.26 feet to a 5/8 inch iron rod found on the east right-of-way line of FM 524, a public right-of-way;

THENCE, North 07°05'25" East, along the east right-of-way line of said FM 524 and the west line of the herein described tract, a distance of 173.04 feet to a point for corner from which a 1/2 inch iron pipe found bears South 83°09'38" West, 0.66 feet, being on the north line of the herein described tract and being the southwest corner of that certain tract of land conveyed to Chevron Phillips Chemical Company, LP, by deed recorded in File No. 2007071141, O.P.R.B.C.,TX;

THENCE, departing the said east right-of-way line and along the south line of said Chevron Phillips Chemical Company, LP tract and the north line of the herein described tract the following courses and distances:

South 83°09'38" East, a distance of 264.84 feet to a point for corner from which a 1/2 iron pipe found bears North 66°16'41" West, a distance of 1.44 feet;

North 06°53'11" East, a distance of 180.19 feet to a 1/2 inch iron pipe found;

South 83°12'22" East, a distance of 437.20 feet to a 1/2 inch iron pipe found;

South 47°54'39" East, a distance of 474.77 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 83.21

KEANDREWS
VALUATION•TAX•SOLUTIONS

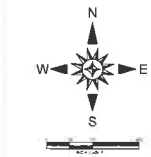
EXHIBIT D

Map Showing Site

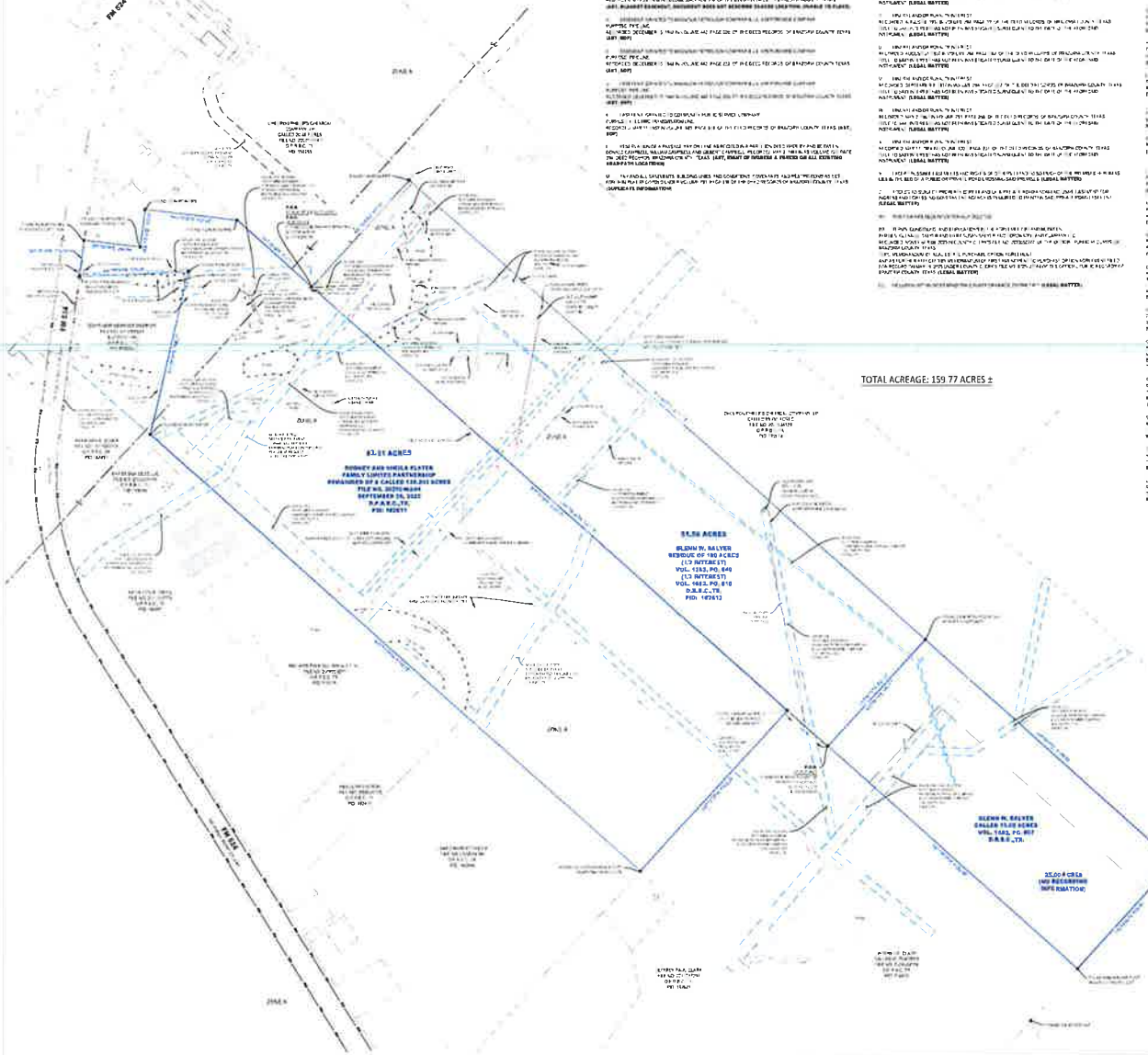
EXHIBIT D (continued)

Map Showing Site

BRAZORIA COUNTY, TEXAS



BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), U.S. SURVEY FEET, SOUTH CENTRAL ZONE, AND PROJECTED USING SURFACE FACTOR OF 1.00013. ALL DISTANCES AND COORDINATE VALUES ARE SHOWN IN GRID.



SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED IN THE FIELD ON THE GROUND BY ACTUAL SURVEY METHODS UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR AND MEETS THE MINIMUM STANDARDS OF PRACTICE AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), U.S. SURVEY FEET, SOUTH CENTRAL ZONE, AND PROJECTED USING SURFACE FACTOR OF 1.00013. ALL DISTANCES AND COORDINATE VALUES ARE SHOWN IN GRID.
3. THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "A" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP NO. 48039C0180K, EFFECTIVE DATE DECEMBER 30, 2020 FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS. ZONE "A" IS DEFINED AS "NO BASE FLOOD ELEVATIONS DETERMINED."
4. THE SUBJECT TRACT CONTAINS 159.77 ACRES OF LAND, MORE OR LESS, AS SHOWN HEREON.
5. THE SUBJECT TRACT HAS ACCESS TO FM 524, A PUBLIC ROADWAY.
6. THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS ON THE SUBJECT TRACT EXCEPT AS SHOWN HEREON.
7. THERE ARE NO VISIBLE CEMETERIES OR BURIAL GROUNDS ON THE SUBJECT TRACT.
8. THERE ARE NO VISIBLE EVIDENCES OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE ARE NO OBSERVABLE EVIDENCES OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
11. THERE ARE NO VISIBLE EVIDENCES OF WETLAND AREAS AS DEFINED BY THE U.S. ARMY CORPS OF ENGINEERS.
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SCHEDULE B ITEMS FROM THE LEGAL DESCRIPTION:

GLENN W. SALYER
(1/2 INTEREST)
VOL. 1353, PG. 840
(1/2 INTEREST)
VOL. 1662, PG. 810
D.R.B.C., TX.
POR. 102611

1. THE FOLLOWING ARE REFERENCES TO ITEMS OR THE LACK THEREOF, AS SET FORTH IN SCHEDULE B OF GF NO. 2020146164 ISSUED BY TEXAS NATIONAL TITLE, LLC, EFFECTIVE AUGUST 31, 2020 AT 8:00 A.M.
2. TERMS, CONDITIONS AND PROVISIONS OF THE LEASE AGREEMENT DATED JUNE 1, 2020, BETWEEN RODNEY AND SHEILA ELSTER FAMILY LIMITED PARTNERSHIP AND GLENN W. SALYER AND SHEILA ELSTER FAMILY LIMITED PARTNERSHIP (AFFECTS SUBJECT TRACT)
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SCHEDULE B ITEMS FROM THE LEGAL DESCRIPTION:

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION OF 83.91 ACRES
CHARLES ERATH SURVEY, ABSTRACT NO. 48
BRAZORIA COUNTY, TEXAS

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED IN THE FIELD ON THE GROUND BY ACTUAL SURVEY METHODS UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR AND MEETS THE MINIMUM STANDARDS OF PRACTICE AS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.
2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), U.S. SURVEY FEET, SOUTH CENTRAL ZONE, AND PROJECTED USING SURFACE FACTOR OF 1.00013. ALL DISTANCES AND COORDINATE VALUES ARE SHOWN IN GRID.
3. THE SUBJECT TRACT LIES WITHIN ZONE "X" (UNSHADED) AND ZONE "A" AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP NO. 48039C0180K, EFFECTIVE DATE DECEMBER 30, 2020 FOR BRAZORIA COUNTY, TEXAS AND INCORPORATED AREAS. ZONE "A" IS DEFINED AS "NO BASE FLOOD ELEVATIONS DETERMINED."
4. THE SUBJECT TRACT CONTAINS 83.91 ACRES OF LAND, MORE OR LESS, AS SHOWN HEREON.
5. THE SUBJECT TRACT HAS ACCESS TO FM 524, A PUBLIC ROADWAY.
6. THERE ARE NO VISIBLE ENCROACHMENTS OR PROTRUSIONS ON THE SUBJECT TRACT EXCEPT AS SHOWN HEREON.
7. THERE ARE NO VISIBLE CEMETERIES OR BURIAL GROUNDS ON THE SUBJECT TRACT.
8. THERE ARE NO VISIBLE EVIDENCES OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
9. THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
10. THERE ARE NO OBSERVABLE EVIDENCES OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
11. THERE ARE NO VISIBLE EVIDENCES OF WETLAND AREAS AS DEFINED BY THE U.S. ARMY CORPS OF ENGINEERS.
12. THERE ARE NO VISIBLE EVIDENCES OF SUBSURFACE OR ABOVE GROUND STORAGE TANKS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
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48. THERE ARE NO VISIBLE EVIDENCES OF SUBSURFACE OR ABOVE GROUND STORAGE TANK

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EXHIBIT E

Project Description including Time Schedule for Undertaking and Completing Project

Old Ocean Datacenter LLC (Old Ocean or the "Project") proposes to construct a 310MW hyperscale data center within the ERCOT service territory. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region.

The Project would consist of multiple high-capacity server halls with redundant power and cooling infrastructure. Located near the City of Houston, the facility would benefit from proximity to fiber networks, major transportation corridors, and reliable electrical infrastructure, ensuring low-latency connectivity for enterprise and cloud customers. The Project would directly interconnect with Texas New Mexico Power's ("TNMP") Farm-to-Market 524 Substation adjacent to the Old Ocean site, ensuring robust access to the electric grid. As digital demand continues to surge, large-scale data centers remain critical to maintaining cloud service reliability and regional data processing capacity.

The Project would leverage high-voltage utility access and multiple fiber network providers to ensure resilient operations. As currently proposed, the facility would be developed on approximately 158 acres within Brazoria County, in a proposed reinvestment zone that would be established on land near Sweeny, Texas and southwest of the Houston Metropolitan Area. The design incorporates advanced energy-efficient cooling systems, backup generators, and uninterruptible power supplies (UPS), enabling reliable 24/7 operations while minimizing environmental impact. The facility will also be designed to integrate renewable energy sources and on-site energy storage, supporting sustainability goals and reducing carbon intensity.

The estimated capital investment of the Project is between about $1.5 billion in personal and real property. With financial approval, construction could commence as early as 2026, with a target completion date in 2027. It is anticipated that the Project would create approximately 300 construction jobs during peak development and upon completion, 20 permanent, full-time positions to operate the facility.

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EXHIBIT F

Planned Water and Sewer Treatment Methods and Disposal of Effluent

The proposed hyperscale Old Ocean data center will incorporate advanced water management systems designed to minimize consumption, ensure environmental compliance, and support sustainable operations. Water use will primarily be associated with the facility's cooling systems, and domestic (restroom and janitorial) needs.

The Project will source water from on-site wells, supplemented where feasible by reclaimed or recycled water. While Project designs are still subject to change, it is planned for cooling systems to utilize closed-loop or hybrid cooling technology, significantly reducing water withdrawal compared to conventional evaporative systems.

Any non-domestic process water, such as cooling tower blowdown or condensate, will be collected and managed separately. These streams will be directed to holding tanks or sumps for controlled discharge through the septic system only if compliant with pretreatment limits or otherwise transported off-site by a licensed hauler for disposal at an approved facility. Once again, Project designs are still subject to change.

Domestic wastewater generated from restrooms, break areas, and janitorial facilities will be treated and disposed of through an on-site septic system designed and permitted in accordance with state and local health department regulations. The septic system will include appropriately sized tanks and subsurface absorption fields engineered to accommodate the expected flow while protecting groundwater quality.

Stormwater runoff from impervious surfaces will be collected, detained, and treated through a combination of best management practices, including retention ponds, vegetated swales, and other methods, before being released in accordance with TCEQ and EPA stormwater regulations under the site's local permitting.

Overall, the Project's design prioritizes water conservation, regulatory compliance, and environmentally responsible effluent disposal consistent with best practices for large-scale digital infrastructure facilities.

EXHIBIT G

Letter/Statement regarding Variance Requests

Not Applicable.

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EXHIBIT H

Economic Impact Plan

The project will make a concerted effort to utilize local contractors, suppliers, and labor throughout construction and operations. We will also request that our contractors extend this commitment to their subcontractors to maximize local economic impact.

Nightpeak has a proven track record of engaging local vendors. For example, during the previous Nightpeak Boconova Project, which was developed on approximately 20 acres, we partnered with several Brazoria County-based businesses, including:

- **FMS Surveying – Manvel, TX**
- **Tolunay-Wong Engineers – Freeport, TX**
- **Bradly Sand and Concrete Crushing Company LLC – Santa Fe, TX**

Beyond vendor engagement, the company actively supports community programs and organizations in Brazoria County, including:

- **Alvin-Manvel Community Food Pantry**
- **Brazoria County Library System**
- **San Jacinto Girl Scouts**
- **Sweeny High School PetrochemWorks Internship Program**

While the prior project was relatively small in scale, the upcoming projects will encompass more than 150 acres. This significant increase in size will greatly expand the opportunities for local vendors and contractors, resulting in a much larger economic impact within Brazoria County, while continuing to strengthen partnerships with local organizations and community programs.

Project Old Ocean LLC - Phase 1 - Impact Report

Project Old Ocean LLc - Phase 1

Project Type: New/Startup
Industry: Distribution & Logistics
Prepared By: Econ. Dev. Alliance for Brazoria County

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Econ. Dev. Alliance for Brazoria County using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Econ. Dev. Alliance for Brazoria County.

This report, generated by the Impact DashBoard application, has been prepared by Econ. Dev. Alliance for Brazoria County to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Econ. Dev. Alliance for Brazoria County made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Econ. Dev. Alliance for Brazoria County and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Old Ocean, LLC is developing a 310 MW hyperscale data center located near Sweeny, TX. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region. Providing numerous construction jobs and a number of ongoing operations and maintenance jobs throughout its life, the project is under development and targeted to begin operation in 2027 or earlier.

Contact - Paris Hayes - CEO - phays@nightpeak.energy

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	20.0	28.3	**48.3**
Annual Salaries/Wages	$2,000,000	$1,022,200	**$3,022,200**
Salaries/Wages over 10 Years	$21,899,442	$11,192,805	**$33,092,247**
Taxable Sales/Purchases in Brazoria County	$601.28M	$1,119,280	**$602.40M**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to Brazoria County	2.1	3.0	**5.1**
New residents in Brazoria County	5.5	7.7	**13.2**
New residential properties constructed in Brazoria County	0.3	0.4	**0.8**
New students to attend local school district	1.1	1.5	**2.5**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

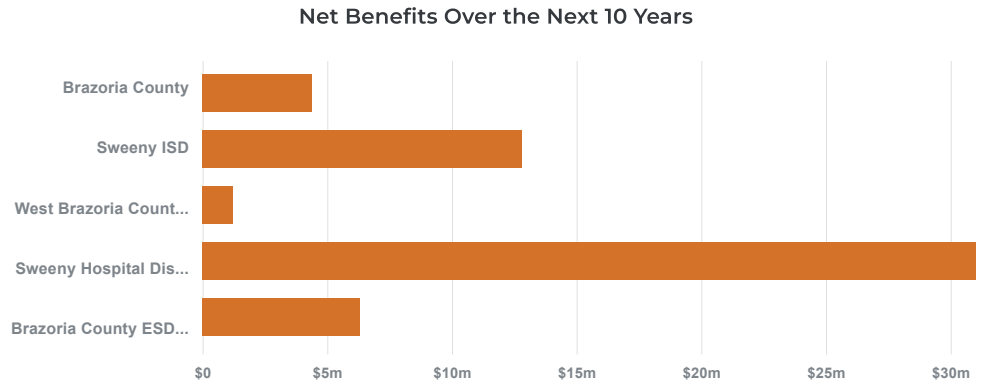
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN BRAZORIA COUNTY							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$210,586	$5,000,000	$0	$1.50B	$100,000	*$1.50B*	**$1.50B**
2	$214,798	$5,100,000	$0	$1.35B	$102,000	*$1.35B*	**$1.35B**
3	$219,094	$5,202,000	$0	$1.20B	$104,040	*$1.20B*	**$1.20B**
4	$223,476	$5,306,040	$0	$1.05B	$106,121	*$1.05B*	**$1.05B**
5	$227,945	$5,412,161	$0	$897.00M	$108,243	*$902.52M*	**$902.75M**
6	$232,504	$5,520,404	$0	$747.50M	$110,408	*$753.13M*	**$753.36M**
7	$237,154	$5,630,812	$0	$598.00M	$112,616	*$603.74M*	**$603.98M**
8	$241,897	$5,743,428	$0	$448.50M	$114,869	*$454.36M*	**$454.60M**
9	$246,735	$5,858,297	$0	$299.00M	$117,166	*$304.98M*	**$305.22M**
10	$251,670	$5,975,463	$0	$299.00M	$119,509	*$305.09M*	**$305.35M**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
Brazoria County	$4,429,428	($31,064)	$4,398,364	$3,837,677
Sweeny ISD	$73,589,194	($60.78M)	$12,804,659	$10,554,056
West Brazoria County Drainage District	$1,218,138	$0	$1,218,138	$1,004,035
Sweeny Hospital District	$31,021,772	$0	$31,021,772	$25,569,316
Brazoria County ESD #2	$6,314,714	$0	$6,314,714	$5,204,826
Total	**$116.57M**	**($60.82M)**	**$55,757,647**	**$46,169,910**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

This scenario was run based on current County guidelines on a 10 year graduated scale.

A summary of the total Public Support modeled in this analysis is shown below.

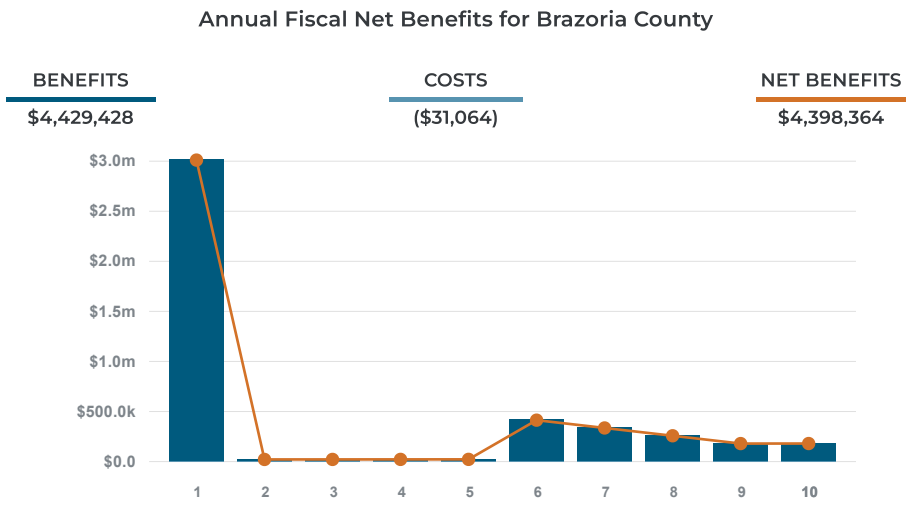
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	PROPERTY TAX INCENTIVE	TOTAL
Brazoria County	$20,651,631	$20,651,631
Sweeny ISD	$0	$0
West Brazoria County Drainage District	$0	$0
Sweeny Hospital District	$0	$0
Brazoria County ESD #2	$0	$0
Total	**$20,651,631**	**$20,651,631**

Brazoria County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$2,995,475	$16,546	$3,012,021
Real Property Taxes	$143,236	$0	$143,236
FF&E Property Taxes*	$1,251,614	$0	$1,251,614
Inventory Property Taxes	$2,865	$0	$2,865
New Residential Property Taxes	$0	$6,033	$6,033
Building Permits and Fees	$0	$0	$0
Miscellaneous Taxes and User Fees	$7,884	$5,776	$13,660
Benefits Subtotal	**$4,401,073**	**$28,355**	**$4,429,428**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($17,958)	($13,107)	($31,064)
Costs Subtotal	**($17,958)**	**($13,107)**	**($31,064)**
Net Benefits	**$4,383,116**	**$15,248**	**$4,398,364**

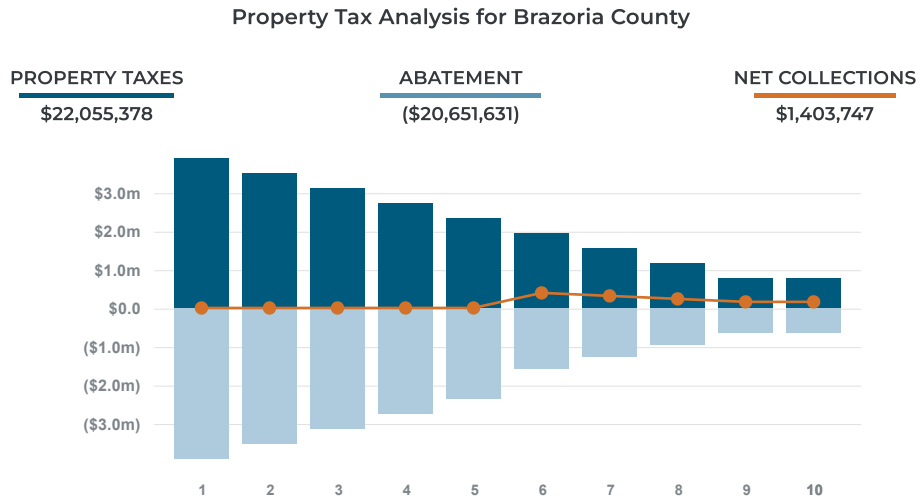
*Excludes Property Tax Abatement valued at $20,651,631



Brazoria County Public Support

Tax Incentives

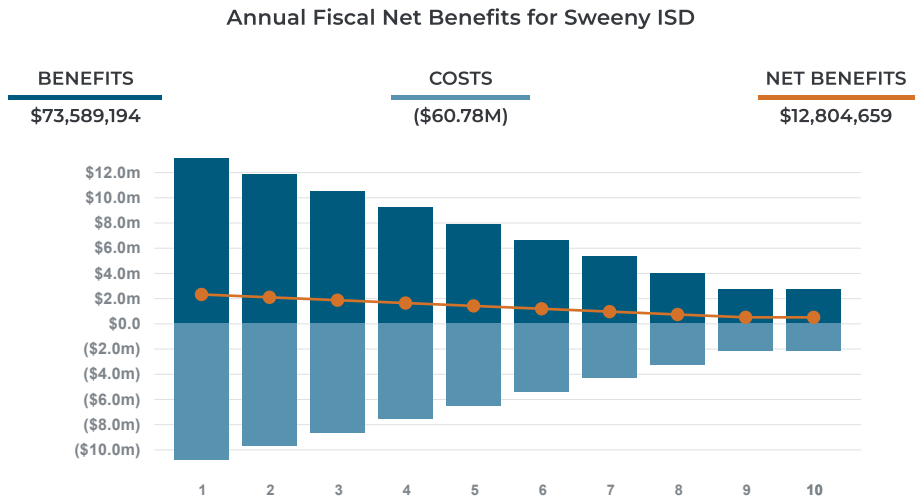
The following property tax incentive is modeled for Brazoria County in this analysis.



Sweeny ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$478,010	$0	$478,010
FF&E Property Taxes	$73,095,932	$0	$73,095,932
Inventory Property Taxes	$9,560	$0	$9,560
New Residential Property Taxes	$0	$1,369	$1,369
Addtl. State & Federal School Funding	$0	$4,322	$4,322
Benefits Subtotal	**$73,583,502**	**$5,692**	**$73,589,194**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($3,431)	($3,431)
Reduction in State School Funding	($60.78M)	($1,131)	($60.78M)
Costs Subtotal	**($60.78M)**	**($4,562)**	**($60.78M)**
Net Benefits	**$12,803,529**	**$1,130**	**$12,804,659**

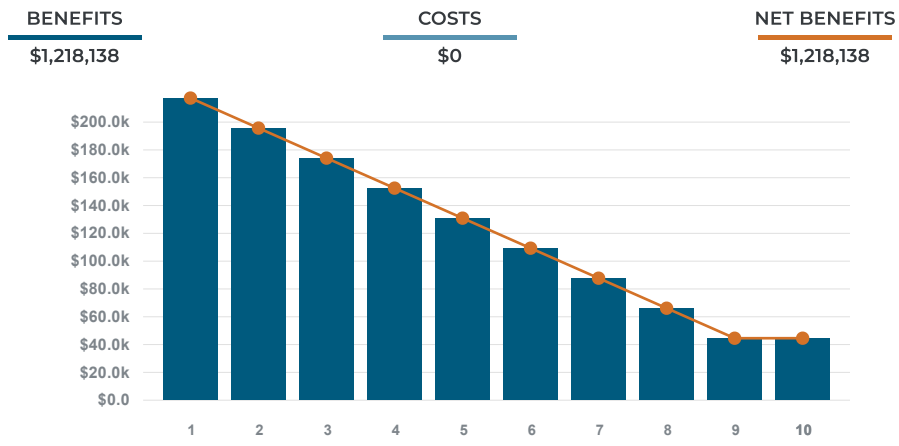


West Brazoria County Drainage District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by West Brazoria County Drainage District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: WEST BRAZORIA COUNTY DRAINAGE DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$7,913	$0	$7,913
FF&E Property Taxes	$1,210,005	$0	$1,210,005
Inventory Property Taxes	$158	$0	$158
New Residential Property Taxes	$0	$62	$62
Benefits Subtotal	**$1,218,076**	**$62**	**$1,218,138**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,218,076**	**$62**	**$1,218,138**

Annual Fiscal Net Benefits for West Brazoria County Drainage District

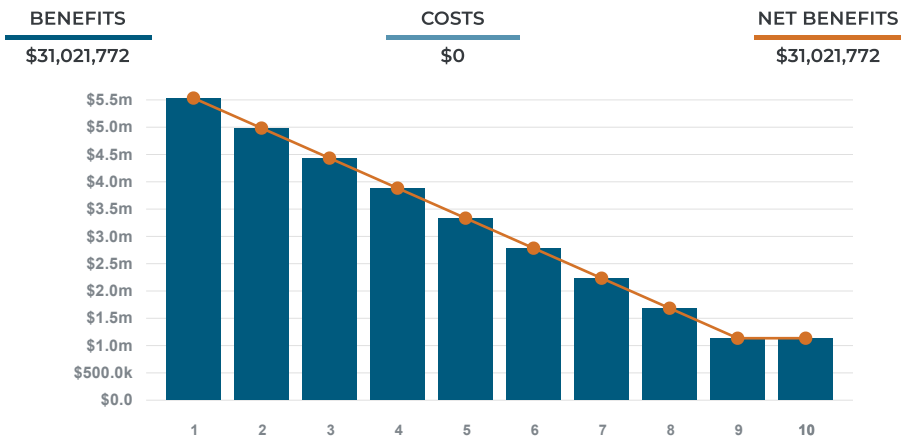


Sweeny Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$201,512	$0	$201,512
FF&E Property Taxes	$30,814,653	$0	$30,814,653
Inventory Property Taxes	$4,030	$0	$4,030
New Residential Property Taxes	$0	$1,577	$1,577
Benefits Subtotal	**$31,020,195**	**$1,577**	**$31,021,772**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$31,020,195**	**$1,577**	**$31,021,772**

Annual Fiscal Net Benefits for Sweeny Hospital District

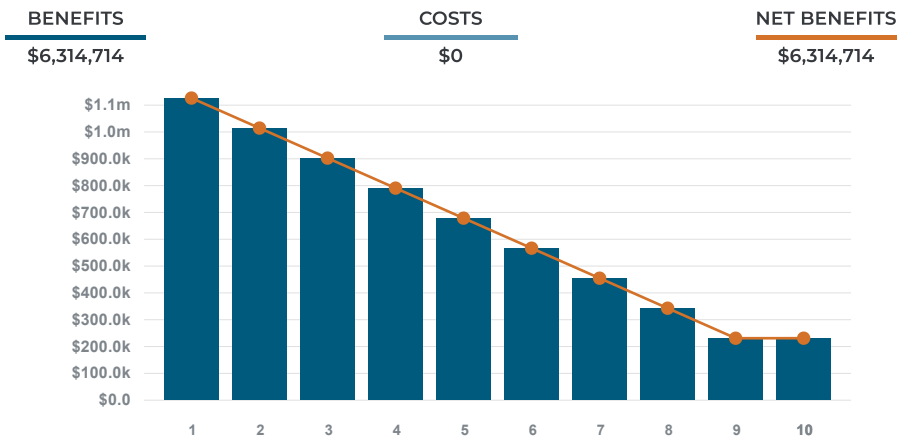


Brazoria County ESD #2 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County ESD #2 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY ESD #2			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$41,019	$0	$41,019
FF&E Property Taxes	$6,272,554	$0	$6,272,554
Inventory Property Taxes	$820	$0	$820
New Residential Property Taxes	$0	$321	$321
Benefits Subtotal	**$6,314,393**	**$321**	**$6,314,714**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$6,314,393**	**$321**	**$6,314,714**

Annual Fiscal Net Benefits for Brazoria County ESD #2



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

518210 DATA PROCESSING, HOSTING, AND RELATED SERVICES		BRAZORIA COUNTY
Employment Multiplier	(Type II Direct Effect)	2.4152
Earnings Multiplier	(Type II Direct Effect)	1.5111

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

Appendix

BRAZORIA COUNTY PROPERTY TAX ABATEMENT					
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES	TOTAL
1	$0	$0	$3,911,294	$0	**$3,911,294**
2	$0	$0	$3,520,164	$0	**$3,520,164**
3	$0	$0	$3,129,035	$0	**$3,129,035**
4	$0	$0	$2,737,906	$0	**$2,737,906**
5	$0	$0	$2,346,776	$0	**$2,346,776**
6	$0	$0	$1,564,518	$0	**$1,564,518**
7	$0	$0	$1,251,614	$0	**$1,251,614**
8	$0	$0	$938,711	$0	**$938,711**
9	$0	$0	$625,807	$0	**$625,807**
10	$0	$0	$625,807	$0	**$625,807**
Total	**$0**	**$0**	**$20,651,631**	**$0**	**$20,651,631**

BRAZORIA COUNTY PROPERTY TAX ABATEMENT SCHEDULE				
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES
1	0.0%	100.0%	100.0%	0.0%
2	0.0%	100.0%	100.0%	0.0%
3	0.0%	100.0%	100.0%	0.0%
4	0.0%	100.0%	100.0%	0.0%
5	0.0%	100.0%	100.0%	0.0%
6	0.0%	80.0%	80.0%	0.0%
7	0.0%	80.0%	80.0%	0.0%
8	0.0%	80.0%	80.0%	0.0%
9	0.0%	80.0%	80.0%	0.0%
10	0.0%	80.0%	80.0%	0.0%

EXHIBIT I

Detailed Itemized List of Tangible Personal Property requesting to be abated

Old Ocean Datacenter LLC's real and personal property improvements for the proposed Project would include:

- Servers for running applications and processing data
- Routers for directing network traffic between internal and external systems
- Switches for connecting devices within the datacenter
- Firewalls for securing the network and blocking unauthorized access
- Storage systems for centralized, high-capacity data storage
- Cooling equipment for maintaining optimal temperature and humidity
- Security systems for protecting the facility with access controls and surveillance
- 100,000 – 1,000,000 square foot data center building and office/support buildings (designs subject to change)
- Site infrastructure: water, sewer, stormwater, fiber, power, stormwater management system, substation, and electrical facilities
- Additional improvements: roads, paving, security fencing, generators, fire water tanks, and other essential operations infrastructure

EXHIBIT J

Application for Abatement with Other Taxing Jurisdictions

Old Ocean Datacenter LLC has not applied to any other Taxing Jurisdictions to date.

EXHIBIT K

Real Estate Purchase Option

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "**Memorandum**" is dated as of April 19, 2025 (the "**Effective Date**") by and between Glenn W. Salyer and Mary Susan Salyer (collectively "**Seller**") and Toronado Land Company LLC, a Delaware limited liability company ("**Purchaser**") with reference to the following recitals:

A. Seller owns that certain real property located in the County of Brazoria, State of Texas, legally described on **Exhibit A** attached hereto, and incorporated herein by reference and consisting of approximately 76.56 acres, including all of Seller's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any rights pertaining to water, minerals, caliche, gravel and/or hydrocarbons relating thereto (collectively, the "**Property**").

B. Seller and Purchaser (i) entered into that certain Real Estate Purchase Option Agreement, dated effective as of October 12, 2023 (the "**Original Agreement**") pursuant to which Seller granted Purchaser an option to purchase twenty-five (25) acres of the Property (the "**Option**"), and (ii) executed and recorded a Memorandum of the Agreement in the real property records of Brazoria County, Texas on November 8, 2023, as Instrument No. 2023050277.

C. Effective as of the Effective Date, Seller and Purchaser executed an amendment to the Original Agreement (the "**First Amendment to Purchase Option Agreement**"), which among things, grants Purchaser the option to purchase the *entire* Property, all as set forth in greater detail therein.

D. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the First Amendment to Purchase Option Agreement, including, without limitation, notice that the Option has been amended to grant Purchaser the option to purchase the entire Property. Capitalized terms used and not defined herein have the meaning set forth in the Original Agreement as amended by the First Amendment to Purchase Option Agreement (collectively, the "**Agreement**").

NOW THEREFORE, for and in consideration of the promises, covenants and agreements of the parties contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Section 1 of the Agreement, Seller has granted, and does hereby grant to Purchaser an exclusive and irrevocable option (the "**Option**") to purchase the

Property on the terms and conditions set forth in the Agreement.

2. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

3. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to Purchaser's Option and the covenants, terms and provisions set forth in the Agreement and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

4. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum as of the Effective Date.

Seller

Glenn W. Salyer

Glenn W. Salyer

Mary Susan Salyer

Mary Susan Salyer

Purchaser

Toronado Land Company LLC

By:

Name: Paris Hays

Title: Chief Executive Officer

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Glenn Salyer [Name and Character of Officer], on this day personally appeared Glenn Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Sandra K. Blaine
Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Mary Susan Salyer [Name and Character of Officer], on this day personally appeared Mary S. Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025.

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Notary Public Signature

Sandra K. Blaine

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
(seal) Notary Public Signature

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On May 19, 2025 before me, SHAHROKH SHAMLOO,
Notary Public, personally appeared Paris Hays,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shahrokh Shamloo
Signature of Notary Public

(Notary Seal)

SHAHROKH SHAMLOO
Notary Public - California
Contra Costa County
Commission # 2425187
My Comm. Expires Dec 2, 2026

EXHIBIT A

Property Description

That certain real property located in Brazoria County, Texas, off of Farm to Market 524 near Sweeny, Texas more particularly described as follows:

FM 524 OFF OIL FIELD RD

Legal Description: ABST - 46 SUBD - Arch McDonald S/D Tr. A, B, B1, C, E, F & G Tract - 41B

APN: 1336-0115-000

EXHIBIT B

FORM OF MEMORANDUM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of 10/17, 2025 (the "Effective Date"), between Rodney and Sheila Elster Family Limited Partnership, LP, a Texas Limited Partnership ("Seller"), and Toronado Land Company LLC ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to Property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Brazoria County, Texas, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Attachment A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between

the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a 3 year period beginning on the Effective Date. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:	Purchaser:
Rodney and Sheila Elster Family Limited Partnership, LP	
c/o A.G. CROUCH CROUCH LAW OFFICE 235 W. SEALY STREET ALVIN, TEXAS 77511	TORONADO LAND COMPANY C/O NIGHTPEAK ENERGY 1423 BROADWAY PMB 114 OAKLAND, CA 94612

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Brazoria County, Texas, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the Property. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

SELLER:

Rodney and Sheila Elster Family Limited Partnership, A Texas Limited Partnership

Name: Sheila Horak Elster
Title: General Partner

PURCHASER:

Toronado Land Company LLC,
a Delaware limited liability company

By:
Name: Paris Hays
Title: Chief Executive Officer

See Attached Certificate

Recording requested by and
when recorded mail to:

Crouch Law Office
235 W. Scaly Street
Alvin, Texas 77511

4870-9615-5967.2
44887\20651563.7

THE STATE OF TEXAS §
§
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 17 day of October, 202__, by Sheila Horak Elster.

REBECCCA LELA BLANCHETTE
Notary ID #128161086
My Commission Expires
February 16, 2026

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____[name of signatory], _____[title of signatory] of _____[name of entity] a _____[state of formation of entity] _____[type of entity], on behalf of said _____[type of entity].

Notary Public in and for the State of Texas

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On October 20, 2025 (Date) before me, Stephanie E. Losier Notary Public (Here Insert Name and Title of the Officer),

personally appeared Paris Hays (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEPHANIE E. LOSIER
Notary Public - California
Contra Costa County
Commission # 2468277
My Comm. Expires Oct 25, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

ATTACHMENT A

LEGAL DESCRIPTION

All of the SURFACE AND SUBSURFACE down to 500 feet ONLY fee interest with respect to the approximately 81 acres of the following real property situated in Brazoria County, Texas, together with any improvements thereon, and easements and appurtenances thereto, but excluding Seller's interest, if any, without surface rights, in any subsurface oil, gas, and minerals rights pertaining thereto:

The specific legal description of the Property to be purchased shall be provided by Purchaser prior to Closing

Black – Toronado Land Company Parcel

Exhibit A

FILED and RECORDED

Instrument Number: 2025050994

Filing and Recording Date: 10/21/2025 10:50:09 AM Pages: 7 Recording Fee: $45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

EXHIBIT L

Secretary of State Filings

Form 304
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: $750

Application for Registration of a Foreign Limited Liability Company

This space reserved for office use.

1. The entity is a foreign limited liability company. The name of the entity is:

Old Ocean Datacenter LLC

Provide the full legal name of the entity as stated in the entity's formation document in its jurisdiction of formation.

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation that it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

The assumed name must include an acceptable organizational identifier or an accepted abbreviation of one of these terms.

3. Its federal employer identification number is:

☑ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: (set forth state or foreign country) Delaware

and the date of its formation in that jurisdiction is: 03/21/2025

mm/dd/yyyy

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below.

Asset Owner

The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: 01/01/2026

mm/dd/yyyy *Late fees may apply (see instructions).*

8. The principal office address of the limited liability company is:

1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596
Address	*City*	*State*	*Country*	*Zip/Postal Code*

Complete item 9A or 9B, but not both. Complete item 9C.

☑ 9A. The registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ 9B. The registered agent is an individual resident of the state whose name is:

First Name	*M.I.*	*Last Name*	*Suffix*

9C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
211 E. 7th Street, Suite 620	Austin	TX	78701-3218

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Nightpeak Energy LLC

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/18/2026

Sujay Parikh

Signature of authorized person (see instructions)

Sujay Parikh

Printed or typed name of authorized person.

Print Reset

Form 401-A—General Information
Acceptance of Appointment and Consent to Serve as Registered Agent

The attached form is promulgated by the secretary of state and may be used to evidence the acceptance and consent of a person appointed as the registered agent of an entity. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Commentary

A domestic filing entity and a foreign filing entity registered to do business in Texas are required to continuously maintain a registered agent and a registered office address in Texas. A registered agent must be: 1) an individual resident of Texas; or 2) an organization, other than the organization to be represented, that is registered or authorized to do business in Texas. The registered office address must be located at a street address where service of process may be personally served on the entity's registered agent during normal business hours. Although the registered office is not required to be the entity's principal place of business, the registered office address may not be solely the address of a company that provides mailbox services or telephone answering service (BOC § 5.201).

House Bill 1787, effective January 1, 2010, amended subchapter E of chapter 5 of the Texas Business Organizations Code (BOC) to establish the requirement that a person appointed or named as an entity's registered agent must have consented, in a written or electronic form, to serve in that capacity.

Consent: The appointment of a person as registered agent by an organizer or managerial official of an entity is an affirmation by the organizer or managerial official that the person has consented to serve in the capacity of registered agent. In addition, before the sale, acquisition, or transfer of a majority-in-interest or majority interest of the outstanding ownership or membership interests of a represented entity, the governing authority of the entity must verify whether the person named as the registered agent of the entity prior to the sale, acquisition, or transfer has consented to continue to serve the represented entity in that capacity.

Form: Section 5.201(b) requires that a person who is to be named as the registered agent of a represented entity in a registered agent filing must consent, in a written or electronic form, to serve in that capacity. A registered agent filing is defined by section 5.200(1) and includes any filing instrument that designates or appoints a registered agent or that effects a change or correction to the registered agent such as a certificate of formation, certificate of amendment, or statement of change of registered agent.

Section 5.201(b) also requires the secretary of state to develop the form of the consent. The consent of a registered agent need not be on a prescribed form or contain all the statements found on the attached promulgated form; however, a written or electronic consent to serve as registered agent should contain:

a. the name of the represented entity;
b. an express statement that the person designated consents to serve as the entity's registered agent;
c. the name of the person designated as registered agent;
d. the signature of the registered agent; and
e. the date of execution.

Execution of Consent: If the person named as registered agent is an individual, the individual designated must sign the consent. If the person named as registered agent is not an individual, the consent would be signed by an individual authorized to accept the appointment as registered agent on behalf of the organization named as registered agent.

Filing Not Required: The signed consent of the registered agent should be sent to and retained by the represented entity.

Unless otherwise required by the provisions of the BOC or other law applicable to the represented entity, the consent of the registered agent is not required to be submitted or included as part of a registered agent filing. However, a registered agent filing that includes the written consent of the person designated will be retained in the records of the secretary of state as part of the document.

Permissive Filing: A consent of registered agent that is submitted separately for purposes of filing with the secretary of state will be indexed in the filing history of the represented entity if the consent is accompanied by the fee imposed under chapter 4 of the BOC for the filing of an instrument for which a fee is not expressly provided. The fee is **$15**, unless the consent is submitted on behalf of a nonprofit corporation or cooperative association. The fee for a nonprofit corporation or cooperative association is **$5**. The consent may be mailed to P.O. Box 13697, Austin, Texas 78711-3697; faxed to (512) 463-5709; or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701.

Rejection of Appointment: A person who has been named as the registered agent of an entity without the person's consent is not required to perform the duties of a registered agent (BOC § 5.206). In addition, a person who has been designated as a registered agent without the person's consent may file a rejection of the appointment with the secretary of state. On filing, the rejection of appointment will terminate the appointment of the registered agent and registered office. Failure to appoint or maintain a registered agent and registered office may result in the involuntary termination of a domestic filing entity or the revocation of a foreign filing entity's registration to transact business in Texas.

Changes by a Registered Agent*:* A registered agent that changes its name or that changes its address as the address of the entity's registered office should notify the represented entity of the change and file a statement of change with the secretary of state. (Form 408)

A person may resign as the registered agent of an entity by providing notice to the represented entity and the secretary of state. Notice to the secretary of state must be given before the 11th day after the date notice is given to the entity. On compliance with the notice requirements, the appointment of the registered agent and registered office terminate. However, this termination is not effective until the 31st day after the date the secretary of state receives notice (BOC § 5.204(d)).

Changes by a Represented Entity: The failure of a domestic or foreign filing entity to maintain a registered agent and registered office address in Texas may result in the involuntary termination of the domestic filing entity or in the revocation of the foreign entity's registration. Therefore, it is important that an entity file a statement of change of registered agent and/or registered office (Form 401) with the secretary of state to appoint a new registered agent when the person named as registered agent will no longer serve in that capacity or when the registered office address of the entity changes.

False or Fraudulent Filings: Please note that the liabilities and penalties imposed by sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that designates and appoints a person as the registered agent of an entity without that person's consent (BOC § 5.207).

A person commits an offense under section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the secretary of state for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Bulldog Power 2 LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

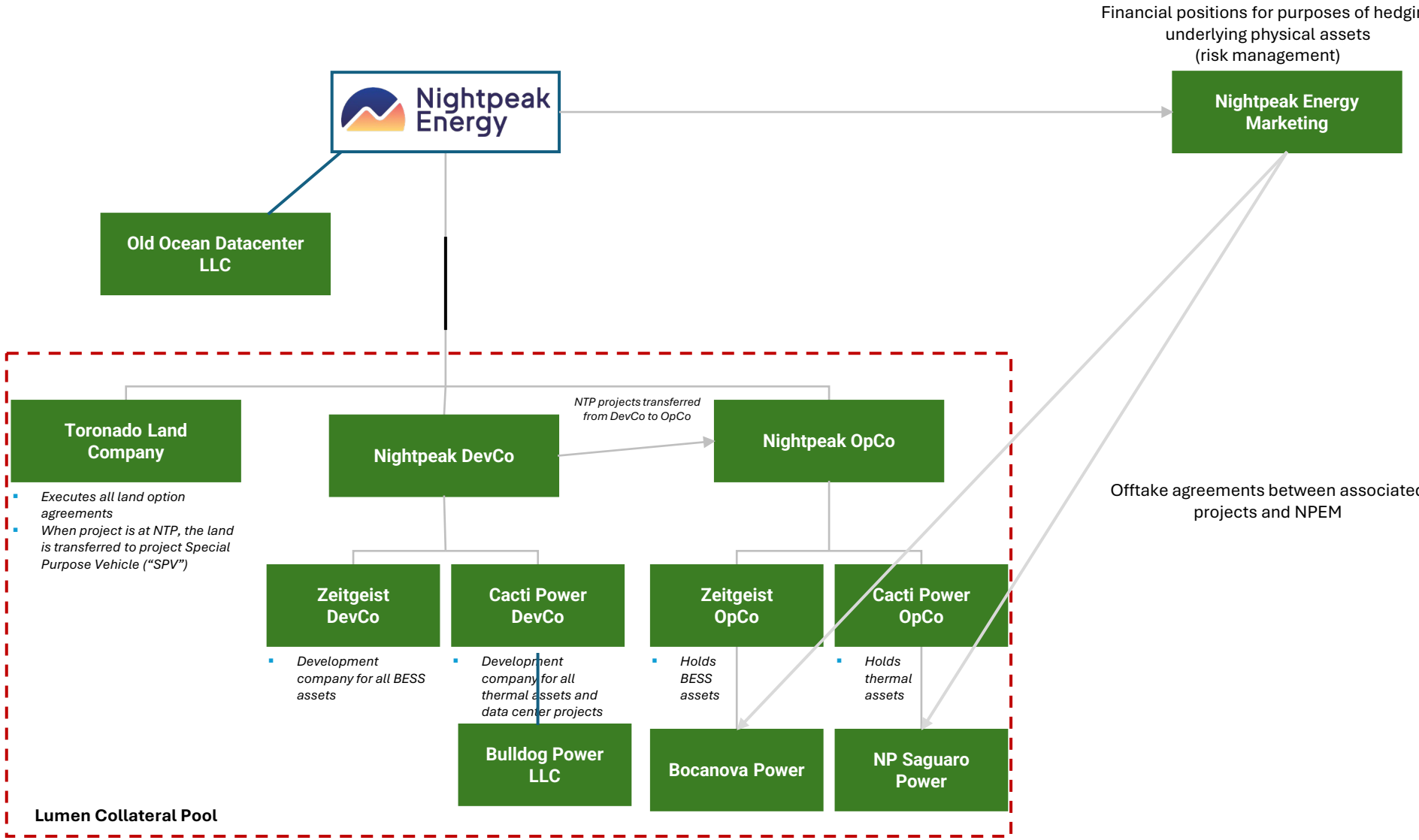
x: By: _____

Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

EXHIBIT M

Organizational Chart


Financial positions for purposes of hedging underlying physical assets (risk management)
Nightpeak Energy
Nightpeak Energy Marketing
Old Ocean Datacenter LLC
Toronado Land Company
Executes all land option agreements
When project is at NTP, the land is transferred to project Special Purpose Vehicle ("SPV")
Nightpeak DevCo
NTP projects transferred from DevCo to OpCo
Nightpeak OpCo
Offtake agreements between associated projects and NPEM
Zeitgeist DevCo
Development company for all BESS assets
Cacti Power DevCo
Development company for all thermal assets and data center projects
Zeitgeist OpCo
Holds BESS assets
Cacti Power OpCo
Holds thermal assets
Bulldog Power LLC
Bocanova Power
NP Saguaro Power
Lumen Collateral Pool

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **3/10/2026**

Open Public Hearing on the Tax Abatement Application of Old Ocean Datacenter 2 LLC

The public hearing on the **Tax Abatement Application of Old Ocean Datacenter 2 LLC** is hereby **OPENED** for presentation of comment for or against the abatement.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.14. **3/10/2026**

Close Public Hearing on the Tax Abatement Application of Old Ocean Datacenter 2 LLC

The public hearing on the **Tax Abatement Application of Old Ocean Datacenter 2 LLC** is hereby **CLOSED**.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.15. **3/10/2026**

Granting Tax Abatement of Old Ocean Datacenter 2 LLC

It is Ordered that the application for tax abatement of OLD OCEAN DATACENTER 2 LLC attached hereto be granted in accordance with the Guidelines and Criteria for Granting Tax Abatement in the Brazoria County Reinvestment Zone No. 26-01 created in Brazoria County for a term of _____ years, and at _____% abatement of eligible real and personal properties; Said Company will be investing $1,500,000,000.00 dollars and creating 20 new jobs in Brazoria County. Said project will bring in 300 construction jobs.

The Tax Abatement Review Committee met on March 4, 2026 to review the application.

Further, that the County Judge is authorized to execute a tax abatement agreement with OLD OCEAN DATACENTER 2 LLC in accordance with the same Guidelines and Criteria.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:

COUNTY JUDGE L.M. "MATT" SEBESTA, JR.
BRAZORIA COUNTY COURTHOUSE
237 E. LOCUST STREET, SUITE 401
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:
BC312@brazoriacountytx.gov

PART I - APPLICANT INFORMATION

Company Name: OLD OCEAN DATACENTER 2 LL Submittal Date: _____
Address/City: 1423 BROADWAY #144, OAKLAND, CA 94612
Phone: _____
Name/Address/Phone of Company Contact on this Project: GREG BLUE
1423 BROADWAY #144, OAKLAND, CA 94612
_____
E-mail address of Company Contact: gblue@nightpeak.energy
Type of Structure: Corporation ☐ Partnership ☐ Proprietorship ☑
Total number employed: 0 Corporate Annual Sales Per Year: 0
Annual Report Submitted: Yes ☑ No ☐ (see instructions)

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	☐	Regional Distribution	☐
Regional Service	☐	Regional Entertainment Center	☐
Research	☐	Other Basic Industry	☑

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: 10 YRS **Percentage Requested:** 100%

Proposed facility located in the following taxing jurisdictions:

School District: SWEENY INDEPENDENT SCHOOL DISTRICT
College District:
Drainage District: WEST BRAZORIA DRAINAGE DISTRICT #11
Hospital District: SWEENY HOSPITAL DISTRICT
City:
Other Taxing Jurisdictions: BRAZORIA COUNTY EMERGENCY DISTRICT #2
BRAZORIA COUNTY, ROAD & BRIDGE FUND

Describe Product or service to be provided: HIGH PERFORMANCE COMPUTING DATACENTER

This application is for a: New Plant ☑ Expansion ☐ Modernization ☐

PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

N/A

If Company is considering another state to build/construct this project, identify the city, county and state:

N/A

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit "J"**.

PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $1,500,000,000

B. Permanent employment estimates:
If existing facility, the current plant employment: 0
Estimated number of plant jobs retained: (0) Jobs created: (20)
Number of employees anticipated at start-up: (20) within one year ( )

C. Construction employment estimates:
Construction to start: Month: 1 Year: 2026
Construction to be completed: Month: 1 Year: 2027
Number of construction jobs anticipated:
At start: 0 Peak: 300 Finish: 0

D. School District impact estimates:
Number of families transferred to area: N/A
Number or children added to ISDs: N/A

E. City Impact estimates:
Volume of treated water required from city: N/A
Volume of effluent water to be treated by city: N/A

F. Estimated appraised value on site:	LAND	PERSONAL PROPERTY	IMPROVEMENTS
Valuation of existing property as of January 1, preceding this abatement application:	$ 19,590	$ 0	$ 0
Estimated value of Personal Property improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:		$ 0	$ 0
Estimated value of abated improvements at the completion of construction:			$ 0
Estimated value of Tangible Personal Property, **subject to abatement**:		$ 1,500,000,000	
Estimated value of abated improvements after abatement agreement expires:			$ 0
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		$ 500,000,000	
Estimated value, upon completion of project, of exempt pollution control equipment:			$ 0

G. Minimum Production Life of Equipment: 20-25 years

H. Variance: Is a variance being sought under any provision of the "Guidelines"?
Yes ☐ No ☑ If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".

Has permitting been started Yes ☐ No ☑

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I"**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

PARIS HAYS, CHIEF EXECUTIVE OFFICER

Company Official Signature

Printed Name & Title of Company Official

REQUIRED ATTACHMENTS

EXHIBIT "A" – **Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan**

EXHIBIT "B" – **Certification of Appraised Value of Properties as of January 1, 2025**

EXHIBIT "C" – **Proposed Facility Address and Legal Description**

EXHIBIT "D" – **Map Showing Site**

EXHIBIT "E" – **Project Description including Time Schedule for Undertaking and Completing Project**

EXHIBIT "F" – **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

EXHIBIT "G" – **Letter/Statement regarding Variance Requests**

EXHIBIT "H" – **Economic Impact Plan**

EXHIBIT "I" – **Detailed Itemized List of Tangible Personal Property requesting to be abated**

EXHIBIT "J" – **Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "K" – **Real Estate Purchase Option**

EXHIBIT "L" – **Secretary of State Filings**

EXHIBIT "M" – **Organizational Chart**

EXHIBIT A

Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan

Old Ocean Datacenter 2, LLC is developing a 310 MW hyperscale data center located near Sweeny, TX. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region. Providing numerous construction jobs and a number of ongoing operations and maintenance jobs throughout its life, the project is under development and targeted to begin operation in 2027 or earlier.

PROJECT SIZE
310 MW

TECHNOLOGY
Hyperscale

LOCATION
Brazoria County, TX

PROJECT STATUS
In Development

Report of Independent Auditors
and Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries

December 31, 2024 and 2023

MOSSADAMS

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Report of Independent Auditors	**1**
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Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8

MOSSADAMS

Report of Independent Auditors

The Executive Committee and Members
Nightpeak Energy LLC and subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Nightpeak Energy LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Nightpeak Energy LLC as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nightpeak Energy LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nightpeak Energy LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nightpeak Energy LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Matter

The financial statements of Nightpeak Energy LLC as of and for the year ended December 31, 2023, were audited by other auditors whose report dated April 3, 2024, expressed an unmodified opinion on those statements.

Moss Adams LLP

Dallas, Texas
March 25, 2025

Consolidated Financial Statements

Nightpeak Energy LLC and Subsidiaries
Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,721,538	$ 3,429,715
Restricted cash	38,334,631	-
Prepaid expenses and deposits	1,552,863	1,649,236
Gas imbalance receivable	218,996	-
Total current assets	43,828,028	5,078,951
NONCURRENT ASSETS		
Property, plant, and equipment, net	121,175,111	20,915,488
Other noncurrent assets	6,909,408	527,083
Total noncurrent assets	128,084,519	21,442,571
Total assets	$ 171,912,547	$ 26,521,522
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable and accrued liabilities	$ 47,758,461	$ 2,264,707
Operating lease liability, current portion	108,782	-
Construction loan	37,348,169	-
Note payable	-	717,908
Total current liabilities	85,215,412	2,982,615
COMMITMENTS AND CONTINGENCIES (NOTE 5 & 8)		
NONCURRENT LIABILITIES		
Operating lease liability, noncurrent portion	213,205	-
Total noncurrent liabilities	213,205	-
Total liabilities	85,428,617	2,982,615
MEMBERS' EQUITY	86,483,930	23,538,907
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 171,912,547	$ 26,521,522

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended December 31, 2024 and 2023

	December 31,	
	2024	2023
REVENUES		
Electricity sales	$ 23,182,360	$ -
Total revenues	23,182,360	-
OPERATING EXPENSES		
Operating costs	12,363,833	679,945
General and administrative	7,004,608	3,789,658
Depreciation and amortization	902,178	318,058
Impairment of long-lived assets	558,555	8,160
Other expenses	1,093,352	292,540
Total operating expenses	21,922,526	5,088,361
OPERATING INCOME (LOSS)	1,259,834	(5,088,361)
OTHER INCOME		
Interest income	126,978	1,154
Total other income	126,978	1,154
NET INCOME (LOSS)	$ 1,386,812	$ (5,087,207)

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Members' Equity
Years Ended December 31, 2024 and 2023

	Total Members' Equity
MEMBERS' EQUITY, December 31, 2022	$ 563,739
Contributions	27,913,396
Share-based compensation expense	148,979
Net loss	(5,087,207)
MEMBERS' EQUITY, December 31, 2023	23,538,907
Contributions	61,402,117
Share-based compensation expense	156,094
Net income	1,386,812
MEMBERS' EQUITY, December 31, 2024	$ 86,483,930

Nightpeak Energy LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended December 31, 2024 and 2023

	December 31, 2024	December 31, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ 1,386,812	$ (5,087,207)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	902,178	318,058
Share-based compensation expense	156,094	148,979
Impairment of long-lived assets	558,555	-
Change in operating assets and liabilities:		
Accounts receivable	(218,996)	-
Prepaid insurance and other current assets	96,372	(1,583,011)
Accounts payable and accrued liabilities	1,640,215	1,925,805
Net cash from operating activities	4,521,230	(4,277,376)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property, plant and equipment	(59,346,353)	(14,211,216)
Refund of amounts on deposit	1,550,000	
Asset acquisition, Saguaro purchase	-	(7,541,000)
Net cash from investing activities	(57,796,353)	(21,752,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Capital contributions	61,402,117	27,913,396
Proceeds and repayments on note payable	(717,908)	717,908
Proceeds on construction loan, net of debt issuance costs	33,452,832	-
Debt issuance costs	(1,967,920)	
Deferred equity costs	(267,544)	-
Net cash from financing activities	91,901,577	28,631,304
NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	38,626,454	2,601,712
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of year	3,429,715	828,003
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of year	$ 42,056,169	$ 3,429,715
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid for interest	$ 32,710	$ -
Property, plant and equipment additions in accounts payable	$ 43,865,438	$ -
Right-of-use asset lease additions	$ 375,361	$ -

Note 1 – Organization

Nightpeak Energy LLC develops, owns, and operates energy projects that meet the growing capacity needs of a decarbonized grid.

Nightpeak Energy LLC was formed as a limited liability company (LLC) on May 16, 2022. The LLC agreement provides for the admission of Energy Spectrum Partners VIII LP (Energy Spectrum) and Nightpeak Energy Management LLC (Management Member) as members, collectively, “the Members.”

As of December 31, 2024, Nightpeak Energy LLC had twenty-eight wholly owned subsidiaries to execute its investment in various infrastructure projects and engage in the operation and development of energy projects, including Bocanova Power LLC (Bocanova Power) and NP Saguaro Power LLC (Saguaro Power). Nightpeak Energy LLC and its wholly owned subsidiaries are collectively referred to here as "the Company."

Note 2 – Summary of Significant Accounting Policies

Basis of presentation and consolidation – The accompanying consolidated financial statements, which include Nightpeak Energy LLC and its subsidiaries in which it has a controlling financial interest, have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). A controlling financial interest exists when a company has the power, directly or indirectly, to control the financial and operating policies of an entity to obtain the benefits from its activities. All intercompany balances and transactions have been eliminated in consolidation. The Company's fiscal year ends on December 31.

Use of estimates – The preparation of consolidated financial statements U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses in the consolidated financial statements. The Company's estimates consist of inputs used to calculate depreciation, amortization, impairment expenses, share-based compensation expense, right-of-use assets, and lease labilities. Actual results could differ from those estimates.

Business combination – In accordance with ASC Topic 805, *Business Combinations*, the Company determines whether an acquisition is a business combination, which requires that the assets acquired and liabilities assumed constitute a business. Each business combination is then accounted for by applying the acquisition method of accounting. If the assets acquired are not a business, the Company accounts for the transaction as an asset acquisition. Under both methods, purchase prices are allocated to acquired assets and assumed liabilities based on their estimated fair value at the time of the acquisition (adjusted for purchase price adjustments in business combinations). For transactions that are business combinations, the Company evaluates the existence of goodwill or intangibles. The excess, if any, of the purchase price over the net fair value amounts assigned to assets acquired and liabilities assumed is recognized as goodwill. The Company capitalizes acquisition-related costs and fees associated with asset acquisitions and immediately expenses acquisition-related costs and fees associated with business combinations.

Cash, cash equivalents, and restricted cash – Cash consists primarily of cash on hand and in bank accounts. The Company considers all short-term highly liquid investments purchased with original maturities of three months or less from date of acquisition to be cash equivalents. The Company did not have any cash equivalents as of December 31, 2024 and 2023. Restricted cash consists primarily of cash proceeds from construction loans used for the sole purpose of construction and development projects.

At December 31, 2024 and 2023, and at various times during 2024 and 2023, there were cash balances with banks in excess of federally insured limits. The Company has not experienced any losses in its cash accounts, and management regularly monitors and assesses these concentrations and believes it is not exposed to any significant credit risk on cash, cash equivalents, and restricted cash.

Property, plant equipment, construction in progress and depreciation – Property, plant, and equipment are stated at cost, less accumulated depreciation. Repairs and maintenance are expensed as incurred. Any improvements that enhance or prolong the life of the asset are capitalized. Depreciation starts when assets are placed in service and is calculated using the straight-line method over the respective assets' estimated useful lives.

Asset Type	Estimated Life
Power plant	9 years
Leasehold improvements	9 years
Building	9 years
Other fixed assets	5 to 9 years

Construction in progress consists primarly of capitalized costs relating to energy projects in various stages of development or construction. These costs include interconnection deposits, legal, consulting, permitting, construction labor, equipment, and land costs necessary for developing and constructing an energy project. In accordance with ASC No. 835 – *Interest*, capitalized interest expense is included in construction in progress, and totals $81,214 and $0 for years ended December 31, 2024 and 2023, respectively.

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the fair value of the asset. For the years ended December 31, 2024 and 2023, management recorded $541,865 and $0 in impairment of long-lived assets included in construction in progress, respectively.

Intangible asset – leasehold interest – Intangible asset consists of a leasehold interest which is the land lease agreement that gives the Company the right to use the land on which the Saguaro plant is located. The leasehold interest was obtained in conjunction with the Saguaro property acquisition (refer to Note 4) and is stated at fair value which is present value of the differences between the market rent and the actual payments on the rent. The asset is a definite-lived intangible asset amortized on a straight-line basis over the remaining useful life of nine years. Intangible assets are presented in other noncurrent assets on the consolidated balance sheets.

The Company reviews its intangible asset for impairment when there are triggering events that indicate that the asset might be impaired. If such event occurs, the Company compares its carrying amount of the asset to the future undiscounted cash flows, and if there is excess, the Company determines the fair value of the assets to calculate the impairment. There were no triggering events for the years ended December 31, 2024 and 2023, that would indicate the intangible asset is impaired.

Debt issuance and other deferred charges – The Company capitalizes debt issuance and other deferred charges associated with the Bocanova Project credit facility and tax equity transaction. Amounts are comprised of legal fees and debt servicing fees necessary to obtain the financing. The debt issuance charges are amortized over the expected life of the loan. The Company will monitor its capitalized equity costs for any indicators of impairment in future periods. Any further impairment losses will be recognized in the period in which the indicators are identified.

Income taxes – The Company is classified as a partnership for federal and state tax purposes and is subject to all federal tax laws governing partnerships and limited liability companies (LLC). An LLC is not subject to federal income taxes. In lieu of corporate income tax, the members of an LLC are subject to federal and state income taxes on their proportionate share of the Company's taxable income. The Company is also subject to an annual tax of $800 and LLC fee, per LLC, based upon gross receipts from all sources derived from or attributable to the state of California, imposed by the California Franchise Tax Board as well as taxes at various rates from certain other states in which the Company does business, such as Nevada, Texas, and Arizona. There are no temporary differences in reporting for LLC financial and income tax purposes.

Each year, management considers whether any material tax position the Company has taken is more likely than not to be sustained upon examination by the applicable taxing authority. Management believes that any positions the Company has taken are supported by substantial authority and, hence, do not need to be measured or disclosed in the attached consolidated financial statements.

Construction loan and letters of credit – Construction loans are classified as short-term debt agreements. Interest on the outstanding balances accrue monthly and is capitalized as part of project work in progress. This capitalization reflects the Company’s accounting policy of including interest costs in the total cost of the construction project until it is completed and placed into service.

Revenue recognition – electricity sales – The Company recognizes revenue from the sale of electricity generated by the Saguaro Power Plant under a Power Purchase Agreement (PPA). The Company recognizes revenue from electricity sales over time using an output measure that is calculated by multiplying the net generation or contract megawatt hours (MWh) delivered for each month by the corresponding contract price for the month. The Company evaluates its PPA to determine whether it is a lease pursuant to FASB ASC 842, *Leases*. The Company determined that its PPA is not a lease and do not fall under the lease accounting standard. Additionally, the Company evaluates whether the PPA are derivative instruments or included embedded derivatives pursuant FASB ASC 815 – *Derivatives and Hedging*. The Company determined that the PPA is not a derivative.

The PPA has a term of four months and stipulates that the Company, to the extent possible, must deliver a specified amount of energy in MWh not to exceed a maximum hourly quantity. The pricing for the electricity sold under the PPA varies by month, with rates ranging from $27 per MWh to $132 per MWh. In addition to the base electricity charges, the customer is also responsible for costs related to gas delivery and in some situations may be responsible for gas imbalance charges incurred during the delivery period. For the years ended December 31, 2024 and 2023, the Company reported electricity sales revenues of $23,182,360 and $0, respectively. The increase in revenue for the year ended December 31, 2024, reflects the commencement of electricity sales under the PPA.

Leases – The Company determines if an arrangement is a lease at inception. To the extent an arrangement represents a lease, the Company classifies that lease as an operating lease or a finance lease.

The Company capitalizes operating leases on its Consolidated Balance Sheets through a right-of-use (ROU) asset included in Other current assets and a corresponding lease liability. ROU assets represent the Company's right to use an underlying asset for the lease term, and lease liabilities represent the Company's obligation to make lease payments arising from the operating lease. Operating lease ROU assets and obligations are recognized at the commencement date of an arrangement based on the present value of lease payments over the lease term utilizing an interest rate that the Company would have incurred to borrow over a similar term the funds necessary to purchase the leased asset. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

Some of the Company's lease agreements include lease and non-lease components for which the Company has elected to not separate for all classes of underlying assets. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As of December 31, 2024, all leases are classified as operating leases and represent office space. Lease terms are 3–5 years and lease expense was not significant during the year.

Share-based compensation – During 2024 and 2023, the Management Member has issued certain Class B units to the key employees of Nightpeak Energy LLC (refer to Note 7). Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements.

Share-based compensation expense is measured at the grant date based on the grant date calculated fair value of the award estimated in accordance with the provisions of ASC No. 718, *Stock Compensation*. The fair value of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service period, which is generally the option vesting period of four years. The expense is recognized for the portion of the award that is expected to vest.

The value of the equity awards has been estimated using the Black-Scholes model. The determination of fair value for share-based awards on the date of grant using an option-pricing model requires management to make certain assumptions regarding: (i) the expected volatility in the market price of Nightpeak Energy LLC's member units over the expected term of the awards; (ii) risk-free interest rates; (iii) expected terms of the award. The expected volatility is based on the historical volatilities of similar entities within the Company's industry. The risk-free interest rate is based on the U.S. Treasury yield curve for the expected term in effect on the date of grant. The expected term of the award represents the period of time expected to be outstanding and is derived from the contractual and vesting terms of the awards. The Company does not estimate a forfeiture rate and recognizes forfeitures as they occur.

Recent accounting pronouncement – During June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No 2016-13 requires financial assets measured at amortized cost to be presented at the net amount expected to be collected, through an allowance for credit losses that is deducted from the amortized cost basis. The measurement of expected credit losses is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the collectability of the reported amount. The FASB has issued subsequent standards to clarify, correct errors in or improve the guidance. ASU No. 2016-13 as amended is effective for annual periods and interim periods within those annual periods beginning after December 15, 2022. Early adoption is permitted for annual and interim periods beginning after December 15, 2018. At December 31, 2024 and 2023, the Company did not have any credit losses on gas imbalance receivables.

Reclassifications – Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported total assets, total liabilities, net income (loss), or members' equity.

Note 3 – Saguaro Asset Acquisition

On November 30, 2023, Nightpeak Energy LLC completed the acquisition of the Saguaro Power Company, which was the owner of a 90-megawatt (MW) 2x1 combined cycle cogeneration power plant (Saguaro) located in Henderson, Nevada. The transaction was accounted for as an asset acquisition pursuant to ASC No. 805. The purchase price of approximately $7.5 million comprised of approximately $6.7 million in cash consideration, approximately $0.8 million in transaction costs that were allocated to assets acquired on the basis of relative fair values, consisting primarily of land, building and improvements. The purchase price allocation is as follows:

Saguaro acquisition	
Power plant	$ 6,852,475
Leasehold interest	550,000
Building	68,434
Land improvements	37,976
Furniture and fixtures	9,728
Miscellaneous equipment	22,387
Total	$ 7,541,000

During the year ended December 31, 2024, the Company reassessed the useful life of the Saguaro Acquisition determining a change in accounting estimate was warranted, which is accounted for prospectively as of January 1, 2024, in accordance with ASC 250-10-45-17, *Accounting Changes and Error Corrections*. Based on repairs and improvements during the year ended December 31, 2024, and further evaluation of the Saguaro facility capabilities, the Company determined a useful life of 9 years. The change in accounting estimate will decrease depreciation expense and increase reported net income for the years ended December 31, 2024 and 2025.

Note 4 – Property, Plant and Equipment

At December 31, 2024 and 2023, property, plant, and equipment consist of the following:

	Useful Life	2024	2023
Land	N/A	$ 3,913,070	$ -
Power plant	9	8,276,241	6,852,475
Building	9	68,434	68,434
Leasehold improvements	9	62,237	37,976
Other fixed assets	5-9	72,961	56,388
Less accumulated depreciation		(1,139,457)	(295,844)
Deposits		13,137,130	13,449,535
Project work in progress		96,784,495	746,524
Total		$ 121,175,111	$ 20,915,488

Depreciation expense for the years ending December 31, 2024 and 2023, was $843,613 and $295,140, respectively.

As of December 31, 2024, project work in progress consisted of the Bocanova Power project which is a 150-megawatt battery storage power plant undergoing construction located in the greater Houston, Texas, area.

Note 5 – Notes Payable

On December 20, 2024, Bocanova Power and Bocanova Class B LLC, a related party, entered into a senior secured construction and term loan credit facility (Credit Facility) of up to $41,844,054. As of December 31, 2024, the Company had borrowed $37,348,169 under the Construction Loan, of which $4,495,885 was unused as of December 31, 2024. As of December 31, 2024, the Company had no borrowings under the available $65,360,627 Bridge Loan included in the Credit Facility. The loans are collateralized by all property currently owned by the Company. The Company incurred and capitalized debt issuance costs totaling $5,863,257 including an upfront fee of $3,895,337 by the lender.

The Company may elect a base rate loan or secured overnight financing rate (SOFR) loan. For advances elected as a base rate loan, interest is the sum of the applicable margin of 1.0%, and the greater of the prime rate; federal funds effective rate plus 0.50% and the daily simple SOFR in effect on such day plus 1.0%, and payments are due quarterly. For advances elected as a SOFR loan, interest is the applicable margin of 2.0% plus the daily simple SOFR rate and payments are due monthly. The interest rate was 6.4% as of December 31, 2024.

The Construction Loan matures at the earliest occurrence of the term conversion or October 1, 2025. Upon completion of the Bocanova project, there is an option to convert the Construction Loan to a Term Loan contingent upon required equity funding amounts, term conversion model and other conditions precedent.

In connection with the Credit Facility, the Company entered into a senior secured letter of credit facility (LC construction facility) up to $30,408,780 comprised of various uses including PPA and interconnections. As of December 31, 2024, the Company has issued and outstanding letters of credit totaling $15,000,000. These letters of credit serve as guarantees of payment for our PPA’s in accordance with the terms of the underlying agreements. The letters of credit availability period ends on the later of the Construction or Term Loan maturity date.

Note 6 – Members' Interest, Contributions, Allocations, and Distributions

In accordance with the LLC Agreement, the Members of the Company provide funding for general operational purposes and future business operations of the Company. The Members are required to contribute their initial contributions and additional contributions up to the Capital Commitment as stated in the LLC agreement. Members are not entitled to the return of any part of its capital contributions to the Company or to be paid interest in respect to such capital contributions.

Income and losses of the Company shall be allocated among the Members in proportion to, and until each Member has been allocated income and losses in an amount equal to, the amount needed to cause such Member's Capital Account balance (determined after taking into account all distributions and all allocations) to equal, as nearly as possible, such Member's Target Capital Account Amount. Target Capital Account Amount equals (a) the amount of distributions such Member would receive if each of the Company's remaining assets were deemed disposed of for an amount equal to the Book Basis, as defined in the LLC agreement, of each such asset, and the proceeds of such deemed disposition and all other cash of the Company remaining after satisfaction of all Company liabilities (limited in the case of nonrecourse liabilities to the Book Basis of the property securing such liabilities) were distributed among the Members pursuant to relevant sections in the LLC agreement and partner nonrecourse debt minimum gain as noted in the LLC agreement.

The Members recognize that Income and loss shall be allocated annually for tax and capital account calculations, even if no distributions are made to the Members. Allocations to capital accounts should be allocated in order and priority described in the LLC Agreement. Solely for federal and applicable state income tax purposes, items of Company taxable income, gain, loss and deduction for each fiscal year or other relevant period shall be allocated among the Members in the same manner as each correlative item In of income, gain, loss, and deduction, as determined for Capital Account purposes.

Prior to winding up the Company, the Executive Committee shall, to the extent permitted by the Act, direct the Managers to distribute Available Cash or other property to the Members, in the following order and priority, at such times and in such amounts as the Executive Committee may determine in its sole and absolute discretion: (i) first, to the Members in accordance with their Ownership Percentages until Initial Payout occurs; (ii) second, after the occurrence of Initial Payout and continuing until Second Payout, to the Members in accordance with their respective Initial Payout Percentages; (iii) third, after the occurrence of Second Payout and continuing until Final Payout, to the Members in accordance with their respective Second Payout Percentages; and (iv) fourth, after the occurrence of Final Payout, to the Members in accordance with their respective Final Payout Percentages, as defined in the LLC Agreement.

Note 7 – Share-Based Compensation

On May 16, 2022, the Management Member authorized 10,000 class B Shares to be allocated to the key employees of Nightpeak Energy LLC. Because these are share-based awards granted by a related party, which holds economic interests in the Company, compensation expense related to these share-based awards are reflected in these consolidated financial statements. Terms of the agreement, including vesting requirements, are determined by the Board of Directors of the Management Member. Class B Shares granted generally vest over a period of four years.

For the years ended December 31, 2024 and 2023, the Board of Directors of the Management Member authorized and approved 490 shares and 575 shares, respectively. The Company estimated the fair value of equity awards granted to employees on the date of grant using the Black-Scholes option pricing model. For both years ended December 31, 2024 and 2023, the Company estimated a risk-free interest rate of 4% and a volatility of 20%. For the years ended December 31, 2024 and 2023, the weighted-average fair value per share was $43.89.

Shares available for granting were 935 and 1,425 as of December 31, 2024 and 2023, respectively.

For the years ended December 31, 2024 and 2023, total share-based compensation was $156,093 and $148,979, respectively. Nonvested shares were 3,612 and 6,875 as of December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, there was $241,989 and $235,376, respectively, of unrecognized share-based compensation expense related to unvested share-based awards.

Note 8 – Letters of Credit

As of December 31, 2024, the Company has an additional outstanding letter of credit totaling $4,000,000. This letter of credit serves as guarantees of payment to Texas-New Mexico Power Company in accordance with the terms of the underlying agreements.

Note 9 – Subsequent Events

In February 2025, the Company received $2,000,000 in contributions from members.

In January 2025, the Company borrowed $4,370,941 against the construction loan, and in February, 2025 the Company borrowed $6,349,102 against the bridge loan.

In March 2025, the Company issued a $4,000,000 irrevocable standby letter of credit through the Credit Facility.

Management has evaluated events and transactions for potential recognition or disclosure through March 25, 2025, which represents the date the consolidated financial statements were available to be issued.

Business References:

Chris Gerety,
VP of Transmission
Texas New Mexico Power
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Joe Ripple
Building Permit Administrator
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Cary Perrin
President & CEO
Northern Brazoria County Chamber of Commerce
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Glenn Salyer
Local Sweeny Businessman, Landowner
gsalyer1@windstream.net

KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT B

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2025

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: 11/7/2025

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2025, for property of Glenn & Mary Susan Salyer and Sheila Elster described in **Exhibit C** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY	**APPRAISED VALUE**
Account No. _____	$ _____
Account No. _____	$ _____

LAND

Account No. 182613	$ 4,210
Account No. 159206	$ 550
Account No. 182611	$ 14,830

IMPROVEMENTS

Account No. _____	$ _____
Account No. _____	$ _____
Account No. _____	$ _____

Certified this 7th day of November, 20 25.

CHIEF APPRAISER
BRAZORIA COUNTY APPRAISAL DISTRICT
BY: _____

Digitally signed by Marcel Pierel III
DN: cn=Marcel Pierel III, o=Brazoria CAD, ou=BCAD, email=mpierel@brazoriacad.org, c=US
Date: 2025.11.07 14:54:47 -06'00'

KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT C

Proposed Facility Address and Legal Description

Situs Address:	**East of Farm-to-Market 524 & County Road 360**
Legal Description:	**Lot 41B in the Arch McDonald Survey (Abstract 0046, C.Breen) Tract 12 in the Polly & Chance Survey (Abstract 119)**
Brazoria CAD Parcel ID:	**182613, 159206, 182611**
Brazoria CAD Geographic ID:	**1336-0115-000, 0119-0031-105, 1336-0113-000**

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

GLENN W. SAYLER
DESCRIPTION FOR 76.56 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS

Being a description for combined 76.56 acres solar lease, consisting of a 51.56-acre parcel and a 25.00-acre parcel, located in the Charles Breen Survey, Abstract No. 46. Both parcels being comprised of the residue of a called 100-acre tract of land conveyed to Glenn W. Salyer by deed recorded in Volume 1383, Page 649 (1/2 interest) and in Volume 1662, Page 810 (1/2 interest) of the Deed Records of Brazoria County ,Texas (D.R.B.C.,TX) Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

51.56 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX.);

THENCE, North 42°06'53" East, along the north line of said residue of 100-acre tract, a distance of 685.52 feet to a 1-inch iron pipe, found on the northeast corner of said residue of 100-acre tract and in the west line of that called 89.755 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2023034189 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 3,277.13 feet to a at a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northeast corner of a 25.00 acre tract and southeast corner of herein described tract;

THENCE, South 42°06'15" West, over and across said residue of 100-acre tract , a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northwest corner of a 25.00 acre tract, the southwest corner of herein described tract and in the east line of that certain tract of land conveyed to Jeffery P Clark by deed recorded in File No. 2024024174 of the O.P.R.B.C.,TX.;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, passing at a distance of 254.04, a 3/4-inch iron pipe found marking the northeast corner of said Clark tract, for a total distance of 3,277.25 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 51.56 acres of land.

25.00 ACRES:

COMMENCING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that said 20.48 acres tract;

THENCE, South 47°56'30" East, along the west line of said residue of 100-acre tract, a distance of 3,277.25 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found for the **POINT OF BEGINNING** (N: 13,583,503.75; E: 3,014,693.97) of herein described tract;

THENCE, North 42°06'15" East, over and across said residue of 100-acre tract, a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the east line of said residue of 100-acre tract, in the west line of said 89.755 acres tract and the northeast corner of herein described tract;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 1,589.68 feet to a 1-inch iron pipe, found on the southeast corner of said residue of 100-acre tract and herein described tract, and in the north line of a called 67.263 acres tract of land conveyed to Sweeny Economic Development Park by deed recorded in File No. 2024009862 of the O.P.R.B.C.,TX.;

THENCE, South 42°04'55" West, along the south line of said residue of 100-acre tract, a distance of 684.86 feet to a calculated point for the southwest corner of said residue of 100-acre tract and herein described tract, from which a 8-inch wood post bears South 71°09'49" West, a distance of 0.21 feet;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, a distance of 1,589.94 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 25.00 acres of land.

EXHIBIT C (continued)

Proposed Facility Address and Legal Description

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION FOR 83.21 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46, AND
JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT NO. 119
BRAZORIA COUNTY, TEXAS

Being a description for an 83.21 acre parcel, located in the Charles Breen Survey, Abstract No. 46, and the Joseph H. Polley & Samuel Chance Survey, Abstract No. 119, Brazoria County, Texas, and being out of that certain 138.21 acre tract of land conveyed to Rodney and Sheila Elster Family Limited Partnership by deed recorded in File No. 2025046644 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX). Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

83.21 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) at a corner on the northeast line of said Elster tract of land, also being the northwest corner of a residue of a 100-acre tract of land conveyed to Glenn W. Salyer by deeds recorded in Volume 1383, Page 649, and Volume 1662, Page 810 of the Deed Records of Brazoria County, Texas (D.R.B.C.,TX) and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'30" East, along the northeast line of said Elster tract, a distance of 3,023.21 feet to a 3/4-inch iron pipe with cap inside marked "ADAMS 3666-5611", found on the southerly corner of said residue of 100-acre tract and the east corner of said Elster tract;

THENCE, South 42°16'29" West, along the east line of said Elster tract, a distance of 1,035.28 feet to a point for corner of the herein described tract from which a found 10 inch wooden fence post bears South 42°16'29" West, a distance of 0.78 feet, being the east corner of that certain tract of land described in deed to James Robert Finley, recorded in File No. 2023034189, O.P.R.B.C.,TX, and the north corner of that certain tract of land described in deed to Jeffrey Paul Clark, recorded in File No. 2011047297, O.P.R.B.C.,TX;

THENCE, North 47°55'26" West, along the southwest line of said Elster tract, a distance of 3,114.68 feet to a 1/2 iron rod found, also being the east corner of that certain tract of land conveyed to Kathleen A. Jones, by deed recorded in File No. 2011003774 of the O.P.R.B.C.,TX., and the south corner of that certain tract of land conveyed to Texas-New Mexico Power Co., by deed recorded in File Nos. 2014055511 and 2023027198 of the O.P.R.B.C.,TX.;

THENCE, North 13°06'34" East, along the west line of said Elster tract and the east line of said Texas-New Mexico Power Co. tract, a distance of 798.27 feet to a 5/8 inch iron rod found on the west line of the herein described tract and the northeast corner of said Texas-New Mexico Power Co. tract;

THENCE, South 87°28'00" West, along the westerly line of said Elster tract and the north line of said Texas-New Mexico Power Co. tract, a distance of 510.26 feet to a 5/8 inch iron rod found on the east right-of-way line of FM 524, a public right-of-way;

THENCE, North 07°05'25" East, along the east right-of-way line of said FM 524 and the west line of the herein described tract, a distance of 173.04 feet to a point for corner from which a 1/2 inch iron pipe found bears South 83°09'38" West, 0.66 feet, being on the north line of the herein described tract and being the southwest corner of that certain tract of land conveyed to Chevron Phillips Chemical Company, LP, by deed recorded in File No. 2007071141, O.P.R.B.C.,TX;

THENCE, departing the said east right-of-way line and along the south line of said Chevron Phillips Chemical Company, LP tract and the north line of the herein described tract the following courses and distances:

South 83°09'38" East, a distance of 264.84 feet to a point for corner from which a 1/2 iron pipe found bears North 66°16'41" West, a distance of 1.44 feet;

North 06°53'11" East, a distance of 180.19 feet to a 1/2 inch iron pipe found;

South 83°12'22" East, a distance of 437.20 feet to a 1/2 inch iron pipe found;

South 47°54'39" East, a distance of 474.77 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 83.21

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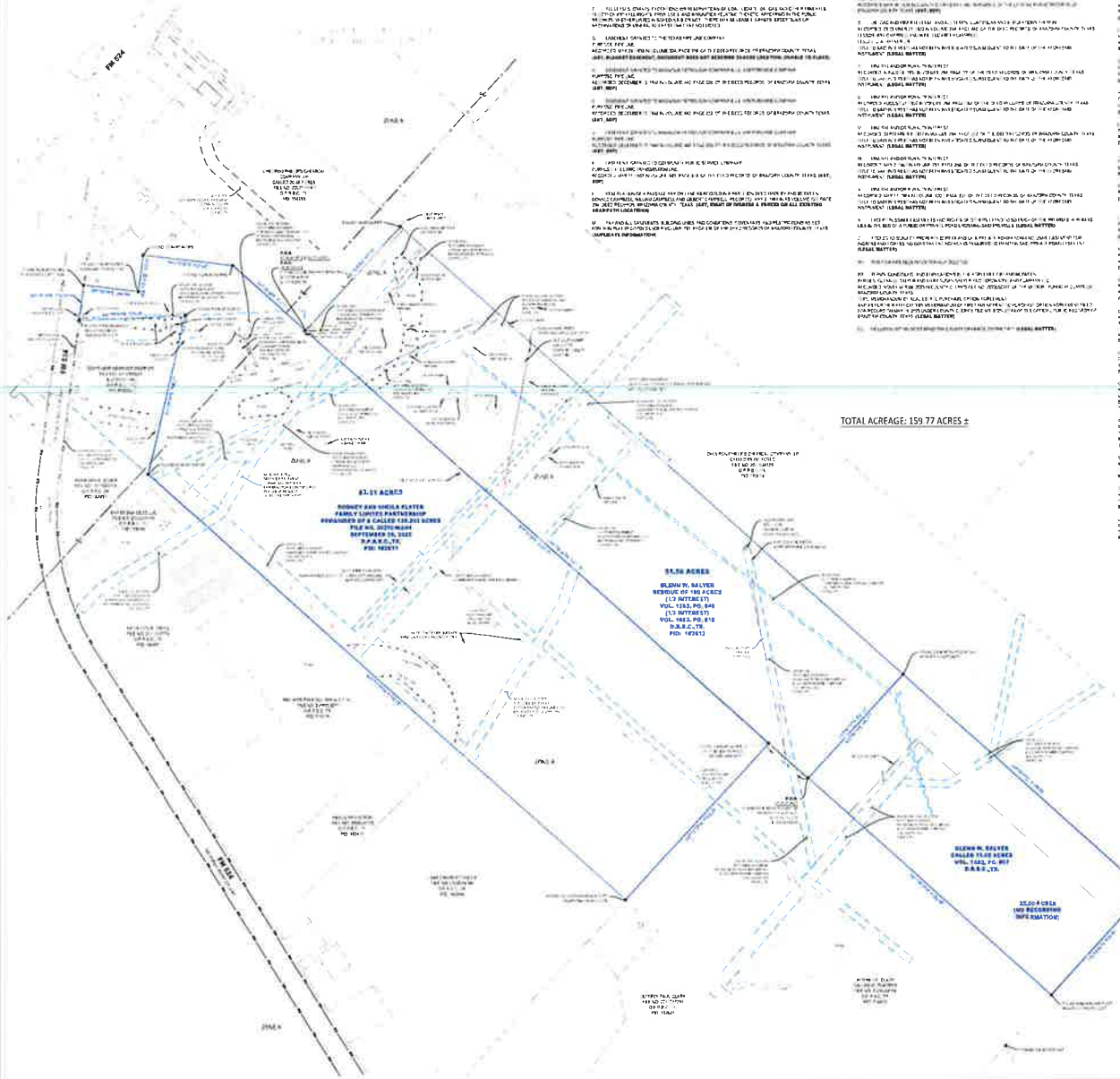
EXHIBIT D

Map Showing Site

EXHIBIT D (continued)

Map Showing Site

BRAZORIA COUNTY, TEXAS



REFERENCE DRAWINGS	DRAWING REVISIONS					PREPARED FOR	DRAWN BY	DATE	REVISIONS
DESCRIPTION	REV	DESCRIPTION	BY	CHK	APP'D	DATE	Nightpeak Energy	RVS	08/20/20	
								CHECKED BY	DATE	
								LMS	09/24/20	
								APPROVED BY	DATE	
							SHEET	SCALE	PROJECT NO.	LMS	09/24/20	
							1 OF 1	1" = 500'	20-0949	RVS	09/24/20	

ALTA/NSPS LAND TITLE SURVEY
NIGHTPEAK ENERGY
GLENN W. SALYER &
RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP,
A TEXAS LIMITED PARTNERSHIP
BRAZORIA COUNTY, TEXAS

1004 WEST GRAND PARKWAY N. SUITE 200
KATY, TEXAS 77449
(936) 200-6400
PERCHERON PROFESSIONAL SERVICES, L.L.C.

583

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EXHIBIT E

Project Description including Time Schedule for Undertaking and Completing Project

Old Ocean Datacenter 2 LLC (Old Ocean or the "Project") proposes to construct a 310MW hyperscale data center within the ERCOT service territory. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region.

The Project would consist of multiple high-capacity server halls with redundant power and cooling infrastructure. Located near the City of Houston, the facility would benefit from proximity to fiber networks, major transportation corridors, and reliable electrical infrastructure, ensuring low-latency connectivity for enterprise and cloud customers. The Project would directly interconnect with Texas New Mexico Power's ("TNMP") Farm-to-Market 524 Substation adjacent to the Old Ocean site, ensuring robust access to the electric grid. As digital demand continues to surge, large-scale data centers remain critical to maintaining cloud service reliability and regional data processing capacity.

The Project would leverage high-voltage utility access and multiple fiber network providers to ensure resilient operations. As currently proposed, the facility would be developed on approximately 158 acres within Brazoria County, in a proposed reinvestment zone that would be established on land near Sweeny, Texas and southwest of the Houston Metropolitan Area. The design incorporates advanced energy-efficient cooling systems, backup generators, and uninterruptible power supplies (UPS), enabling reliable 24/7 operations while minimizing environmental impact. The facility will also be designed to integrate renewable energy sources and on-site energy storage, supporting sustainability goals and reducing carbon intensity.

The estimated capital investment of the Project is between about $1.5 billion in personal and real property. With financial approval, construction could commence as early as 2026, with a target completion date in 2027. It is anticipated that the Project would create approximately 300 construction jobs during peak development and upon completion, 20 permanent, full-time positions to operate the facility.

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EXHIBIT F

Planned Water and Sewer Treatment Methods and Disposal of Effluent

The proposed hyperscale Old Ocean data center will incorporate advanced water management systems designed to minimize consumption, ensure environmental compliance, and support sustainable operations. Water use will primarily be associated with the facility's cooling systems, and domestic (restroom and janitorial) needs.

The Project will source water from on-site wells, supplemented where feasible by reclaimed or recycled water. While Project designs are still subject to change, it is planned for cooling systems to utilize closed-loop or hybrid cooling technology, significantly reducing water withdrawal compared to conventional evaporative systems.

Any non-domestic process water, such as cooling tower blowdown or condensate, will be collected and managed separately. These streams will be directed to holding tanks or sumps for controlled discharge through the septic system only if compliant with pretreatment limits or otherwise transported off-site by a licensed hauler for disposal at an approved facility. Once again, Project designs are still subject to change.

Domestic wastewater generated from restrooms, break areas, and janitorial facilities will be treated and disposed of through an on-site septic system designed and permitted in accordance with state and local health department regulations. The septic system will include appropriately sized tanks and subsurface absorption fields engineered to accommodate the expected flow while protecting groundwater quality.

Stormwater runoff from impervious surfaces will be collected, detained, and treated through a combination of best management practices, including retention ponds, vegetated swales, and other methods, before being released in accordance with TCEQ and EPA stormwater regulations under the site's local permitting.

Overall, the Project's design prioritizes water conservation, regulatory compliance, and environmentally responsible effluent disposal consistent with best practices for large-scale digital infrastructure facilities.

EXHIBIT G

Letter/Statement regarding Variance Requests

Not Applicable.

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EXHIBIT H

Economic Impact Plan

The project will make a concerted effort to utilize local contractors, suppliers, and labor throughout construction and operations. We will also request that our contractors extend this commitment to their subcontractors to maximize local economic impact.

Nightpeak has a proven track record of engaging local vendors. For example, during the previous Nightpeak Boconova Project, which was developed on approximately 20 acres, we partnered with several Brazoria County-based businesses, including:

- **FMS Surveying – Manvel, TX**
- **Tolunay-Wong Engineers – Freeport, TX**
- **Bradly Sand and Concrete Crushing Company LLC – Santa Fe, TX**

Beyond vendor engagement, the company actively supports community programs and organizations in Brazoria County, including:

- **Alvin-Manvel Community Food Pantry**
- **Brazoria County Library System**
- **San Jacinto Girl Scouts**
- **Sweeny High School PetrochemWorks Internship Program**

While the prior project was relatively small in scale, the upcoming projects will encompass more than 150 acres. This significant increase in size will greatly expand the opportunities for local vendors and contractors, resulting in a much larger economic impact within Brazoria County, while continuing to strengthen partnerships with local organizations and community programs.

Project Old Ocean LLC - Phase 2 - Impact Report

Project Old Ocean LLC - Phase 2

Project Type: New/Startup
Industry: Distribution & Logistics
Prepared By: Econ. Dev. Alliance for Brazoria County

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Econ. Dev. Alliance for Brazoria County using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Econ. Dev. Alliance for Brazoria County.

This report, generated by the Impact DashBoard application, has been prepared by Econ. Dev. Alliance for Brazoria County to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Econ. Dev. Alliance for Brazoria County made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Econ. Dev. Alliance for Brazoria County and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein and expressly disclaims any and all liability arising from or related to the use of this report or any errors or omissions it may contain.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

Old Ocean, LLC is developing a 310 MW hyperscale data center located near Sweeny, TX. The facility would provide cloud computing, data storage, and colocation services to commercial and institutional customers, supporting the growing demand for digital infrastructure in the region. Providing numerous construction jobs and a number of ongoing operations and maintenance jobs throughout its life, the project is under development and targeted to begin operation in 2027 or earlier.

Contact - Paris Hayes - CEO - phays@nightpeak.energy

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	20.0	28.3	**48.3**
Annual Salaries/Wages	$2,000,000	$1,022,200	**$3,022,200**
Salaries/Wages over 10 Years	$21,899,442	$11,192,805	**$33,092,247**
Taxable Sales/Purchases in Brazoria County	$601.28M	$1,119,280	**$602.40M**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN BRAZORIA COUNTY			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to Brazoria County	2.1	3.0	**5.1**
New residents in Brazoria County	5.5	7.7	**13.2**
New residential properties constructed in Brazoria County	0.3	0.4	**0.8**
New students to attend local school district	1.1	1.5	**2.5**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

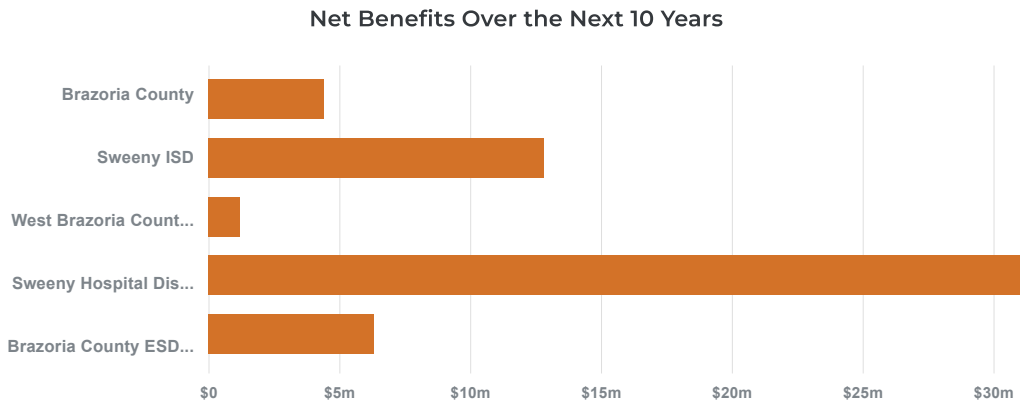
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN BRAZORIA COUNTY							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$210,586	$5,000,000	$0	$1.50B	$100,000	*$1.50B*	**$1.50B**
2	$214,798	$5,100,000	$0	$1.35B	$102,000	*$1.35B*	**$1.35B**
3	$219,094	$5,202,000	$0	$1.20B	$104,040	*$1.20B*	**$1.20B**
4	$223,476	$5,306,040	$0	$1.05B	$106,121	*$1.05B*	**$1.05B**
5	$227,945	$5,412,161	$0	$897.00M	$108,243	*$902.52M*	**$902.75M**
6	$232,504	$5,520,404	$0	$747.50M	$110,408	*$753.13M*	**$753.36M**
7	$237,154	$5,630,812	$0	$598.00M	$112,616	*$603.74M*	**$603.98M**
8	$241,897	$5,743,428	$0	$448.50M	$114,869	*$454.36M*	**$454.60M**
9	$246,735	$5,858,297	$0	$299.00M	$117,166	*$304.98M*	**$305.22M**
10	$251,670	$5,975,463	$0	$299.00M	$119,509	*$305.09M*	**$305.35M**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
Brazoria County	$4,429,428	($31,064)	$4,398,364	$3,837,677
Sweeny ISD	$73,589,194	($60.78M)	$12,804,659	$10,554,056
West Brazoria County Drainage District	$1,218,138	$0	$1,218,138	$1,004,035
Sweeny Hospital District	$31,021,772	$0	$31,021,772	$25,569,316
Brazoria County ESD #2	$6,314,714	$0	$6,314,714	$5,204,826
Total	**$116.57M**	**($60.82M)**	**$55,757,647**	**$46,169,910**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

This scenario was run based on current County guidelines on a 10 year graduated scale.

A summary of the total Public Support modeled in this analysis is shown below.

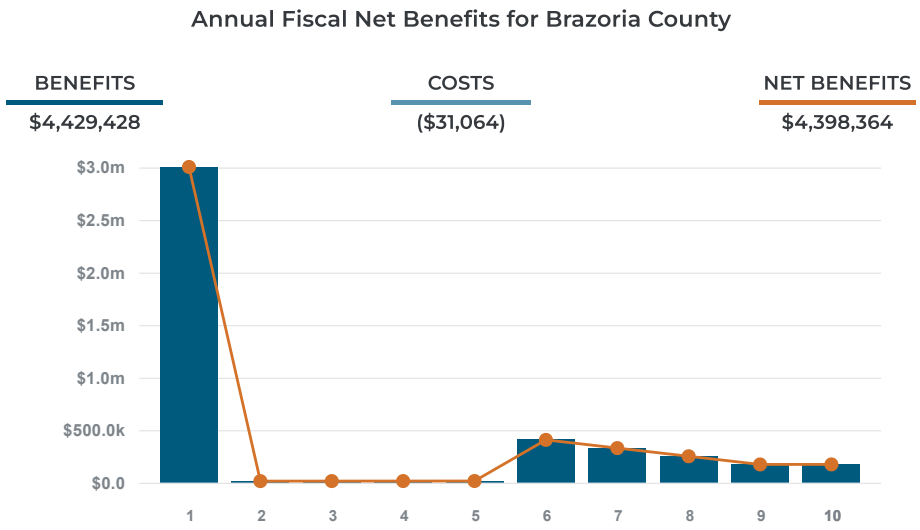
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	PROPERTY TAX INCENTIVE	TOTAL
Brazoria County	$20,651,631	$20,651,631
Sweeny ISD	$0	$0
West Brazoria County Drainage District	$0	$0
Sweeny Hospital District	$0	$0
Brazoria County ESD #2	$0	$0
Total	**$20,651,631**	**$20,651,631**

Brazoria County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$2,995,475	$16,546	$3,012,021
Real Property Taxes	$143,236	$0	$143,236
FF&E Property Taxes*	$1,251,614	$0	$1,251,614
Inventory Property Taxes	$2,865	$0	$2,865
New Residential Property Taxes	$0	$6,033	$6,033
Building Permits and Fees	$0	$0	$0
Miscellaneous Taxes and User Fees	$7,884	$5,776	$13,660
Benefits Subtotal	**$4,401,073**	**$28,355**	**$4,429,428**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($17,958)	($13,107)	($31,064)
Costs Subtotal	**($17,958)**	**($13,107)**	**($31,064)**
Net Benefits	**$4,383,116**	**$15,248**	**$4,398,364**

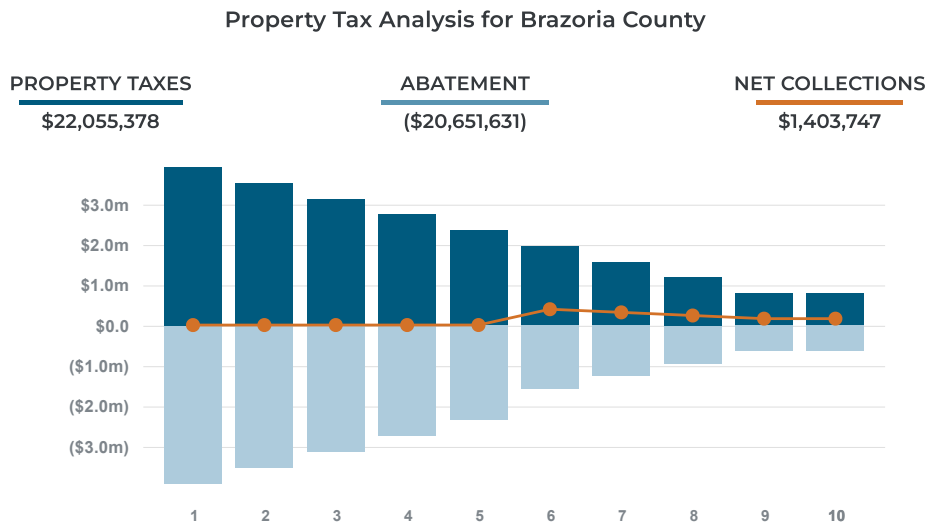
*Excludes Property Tax Abatement valued at $20,651,631



Brazoria County Public Support

Tax Incentives

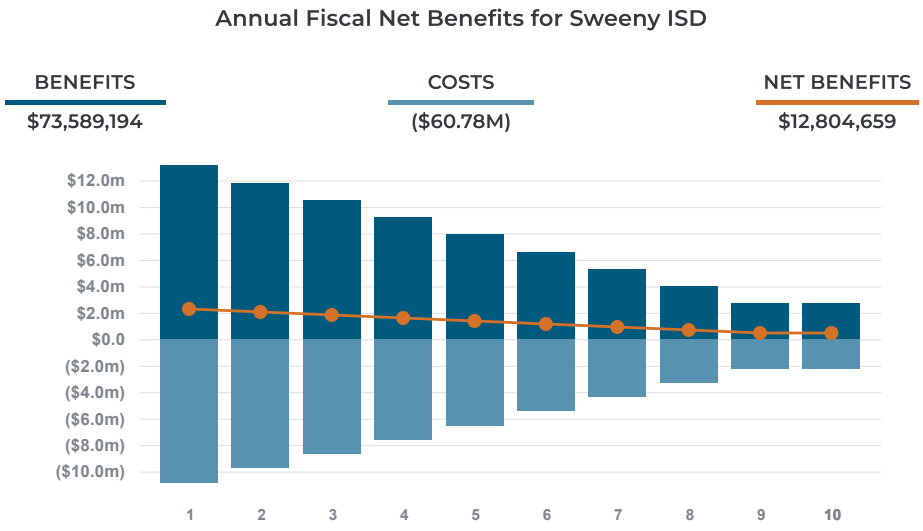
The following property tax incentive is modeled for Brazoria County in this analysis.



Sweeny ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny ISD over the next 10 years of the Project.

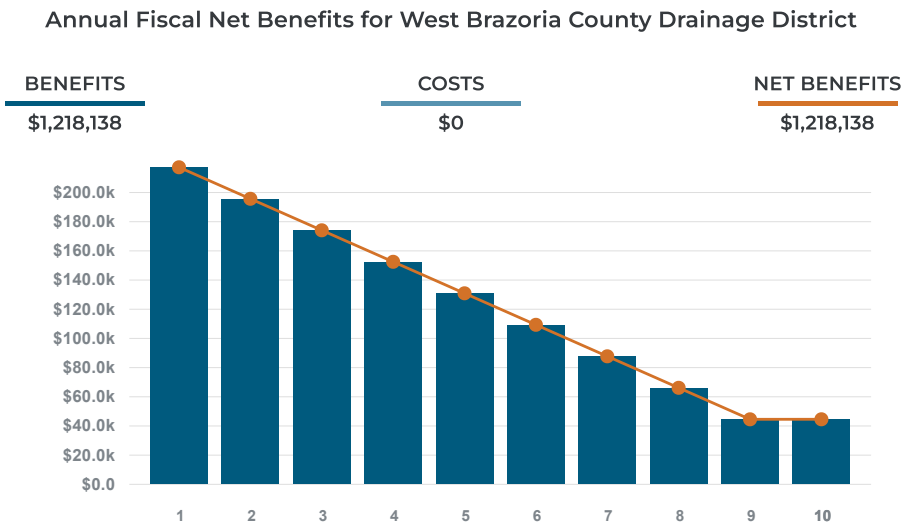
NET BENEFITS OVER 10 YEARS: SWEENY ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$478,010	$0	$478,010
FF&E Property Taxes	$73,095,932	$0	$73,095,932
Inventory Property Taxes	$9,560	$0	$9,560
New Residential Property Taxes	$0	$1,369	$1,369
Addtl. State & Federal School Funding	$0	$4,322	$4,322
Benefits Subtotal	**$73,583,502**	**$5,692**	**$73,589,194**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($3,431)	($3,431)
Reduction in State School Funding	($60.78M)	($1,131)	($60.78M)
Costs Subtotal	**($60.78M)**	**($4,562)**	**($60.78M)**
Net Benefits	**$12,803,529**	**$1,130**	**$12,804,659**



West Brazoria County Drainage District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by West Brazoria County Drainage District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: WEST BRAZORIA COUNTY DRAINAGE DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$7,913	$0	$7,913
FF&E Property Taxes	$1,210,005	$0	$1,210,005
Inventory Property Taxes	$158	$0	$158
New Residential Property Taxes	$0	$62	$62
Benefits Subtotal	**$1,218,076**	**$62**	**$1,218,138**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,218,076**	**$62**	**$1,218,138**

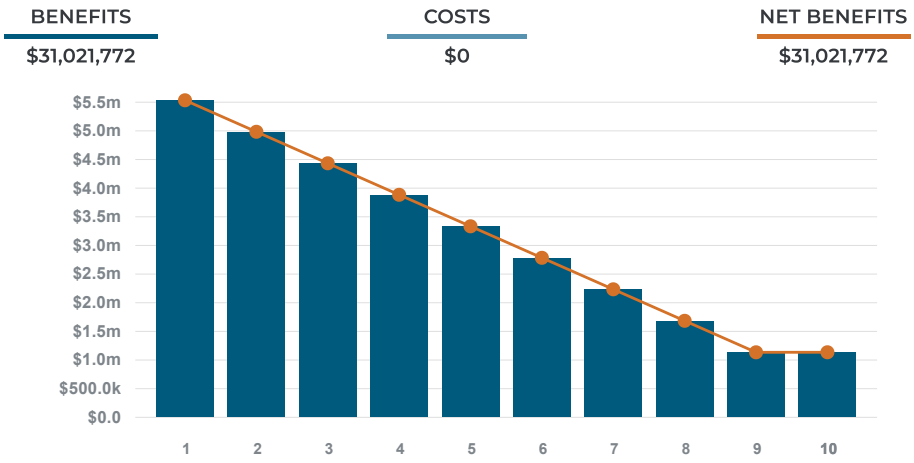


Sweeny Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Sweeny Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: SWEENY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$201,512	$0	$201,512
FF&E Property Taxes	$30,814,653	$0	$30,814,653
Inventory Property Taxes	$4,030	$0	$4,030
New Residential Property Taxes	$0	$1,577	$1,577
Benefits Subtotal	**$31,020,195**	**$1,577**	**$31,021,772**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$31,020,195**	**$1,577**	**$31,021,772**

Annual Fiscal Net Benefits for Sweeny Hospital District

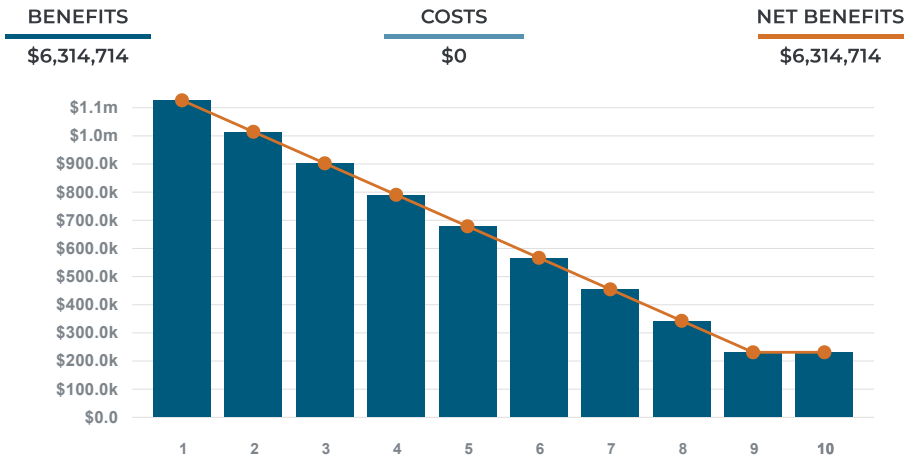


Brazoria County ESD #2 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Brazoria County ESD #2 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: BRAZORIA COUNTY ESD #2			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$41,019	$0	$41,019
FF&E Property Taxes	$6,272,554	$0	$6,272,554
Inventory Property Taxes	$820	$0	$820
New Residential Property Taxes	$0	$321	$321
Benefits Subtotal	**$6,314,393**	**$321**	**$6,314,714**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$6,314,393**	**$321**	**$6,314,714**

Annual Fiscal Net Benefits for Brazoria County ESD #2



Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

518210 DATA PROCESSING, HOSTING, AND RELATED SERVICES		BRAZORIA COUNTY
Employment Multiplier	(Type II Direct Effect)	2.4152
Earnings Multiplier	(Type II Direct Effect)	1.5111

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

Appendix

BRAZORIA COUNTY PROPERTY TAX ABATEMENT					
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES	TOTAL
1	$0	$0	$3,911,294	$0	**$3,911,294**
2	$0	$0	$3,520,164	$0	**$3,520,164**
3	$0	$0	$3,129,035	$0	**$3,129,035**
4	$0	$0	$2,737,906	$0	**$2,737,906**
5	$0	$0	$2,346,776	$0	**$2,346,776**
6	$0	$0	$1,564,518	$0	**$1,564,518**
7	$0	$0	$1,251,614	$0	**$1,251,614**
8	$0	$0	$938,711	$0	**$938,711**
9	$0	$0	$625,807	$0	**$625,807**
10	$0	$0	$625,807	$0	**$625,807**
Total	**$0**	**$0**	**$20,651,631**	**$0**	$20,651,631

BRAZORIA COUNTY PROPERTY TAX ABATEMENT SCHEDULE				
YR.	LAND	BUILDINGS...	FF&E	INVENTORIES
1	0.0%	100.0%	100.0%	0.0%
2	0.0%	100.0%	100.0%	0.0%
3	0.0%	100.0%	100.0%	0.0%
4	0.0%	100.0%	100.0%	0.0%
5	0.0%	100.0%	100.0%	0.0%
6	0.0%	80.0%	80.0%	0.0%
7	0.0%	80.0%	80.0%	0.0%
8	0.0%	80.0%	80.0%	0.0%
9	0.0%	80.0%	80.0%	0.0%
10	0.0%	80.0%	80.0%	0.0%

KEANDREWS
VALUATION•TAX•SOLUTIONS

EXHIBIT I

Detailed Itemized List of Tangible Personal Property requesting to be abated

Old Ocean Datacenter 2 LLC's real and personal property improvements for the proposed Project would include:

- Servers for running applications and processing data
- Routers for directing network traffic between internal and external systems
- Switches for connecting devices within the datacenter
- Firewalls for securing the network and blocking unauthorized access
- Storage systems for centralized, high-capacity data storage
- Cooling equipment for maintaining optimal temperature and humidity
- Security systems for protecting the facility with access controls and surveillance
- 100,000 – 1,000,000 square foot data center building and office/support buildings (designs subject to change)
- Site infrastructure: water, sewer, stormwater, fiber, power, stormwater management system, substation, and electrical facilities
- Additional improvements: roads, paving, security fencing, generators, fire water tanks, and other essential operations infrastructure

EXHIBIT J

Application for Abatement with Other Taxing Jurisdictions

Old Ocean Datacenter 2 LLC has not applied to any other Taxing Jurisdictions to date.

EXHIBIT K

Real Estate Purchase Option

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT

This MEMORANDUM OF FIRST AMENDMENT TO PURCHASE OPTION AGREEMENT (this "**Memorandum**" is dated as of April 19, 2025 (the "**Effective Date**") by and between Glenn W. Salyer and Mary Susan Salyer (collectively "**Seller**") and Toronado Land Company LLC, a Delaware limited liability company ("**Purchaser**") with reference to the following recitals:

A. Seller owns that certain real property located in the County of Brazoria, State of Texas, legally described on **Exhibit A** attached hereto, and incorporated herein by reference and consisting of approximately 76.56 acres, including all of Seller's right, title and interest in any rights, hereditaments and benefits appurtenant thereto and improvements thereon, and any rights pertaining to water, minerals, caliche, gravel and/or hydrocarbons relating thereto (collectively, the "**Property**").

B. Seller and Purchaser (i) entered into that certain Real Estate Purchase Option Agreement, dated effective as of October 12, 2023 (the "**Original Agreement**") pursuant to which Seller granted Purchaser an option to purchase twenty-five (25) acres of the Property (the "**Option**"), and (ii) executed and recorded a Memorandum of the Agreement in the real property records of Brazoria County, Texas on November 8, 2023, as Instrument No. 2023050277.

C. Effective as of the Effective Date, Seller and Purchaser executed an amendment to the Original Agreement (the "**First Amendment to Purchase Option Agreement**"), which among things, grants Purchaser the option to purchase the *entire* Property, all as set forth in greater detail therein.

D. The Parties have executed and acknowledged this Memorandum and are recording the same for the purpose of providing constructive notice of the First Amendment to Purchase Option Agreement, including, without limitation, notice that the Option has been amended to grant Purchaser the option to purchase the entire Property. Capitalized terms used and not defined herein have the meaning set forth in the Original Agreement as amended by the First Amendment to Purchase Option Agreement (collectively, the "**Agreement**").

NOW THEREFORE, for and in consideration of the promises, covenants and agreements of the parties contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to Section 1 of the Agreement, Seller has granted, and does hereby grant to Purchaser an exclusive and irrevocable option (the "**Option**") to purchase the

Property on the terms and conditions set forth in the Agreement.

2. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

3. The Property shall be held, conveyed, hypothecated, encumbered, leased, used and occupied subject to Purchaser's Option and the covenants, terms and provisions set forth in the Agreement and herein, which shall run with the Property and each portion thereof and interest therein as equitable servitudes, and shall be binding upon and inure to the benefit of the parties and each other person and entity having any interest therein during their ownership thereof, and their respective sublessees, grantees, heirs, executors, administrators, successors and assigns, and all persons claiming under them.

4. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum as of the Effective Date.

Seller

Glenn W. Salyer

Glenn W. Salyer

Mary Susan Salyer

Mary Susan Salyer

Purchaser

Toronado Land Company LLC

By:

Name: Paris Hays

Title: Chief Executive Officer

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Glenn Salyer [Name and Character of Officer], on this day personally appeared Glenn Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Sandra K. Blaine
Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of BRAZORIA

Before me, Mary Susan Salyer [Name and Character of Officer], on this day personally appeared Mary S. Salyer [Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of May, 2025.

(seal) SANDRA K. BLAINE
My Notary ID # 3381600
Expires October 25, 2026

Notary Public Signature

Sandra K. Blaine

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____

(seal) Notary Public Signature

TEXAS NOTARY ACKNOWLEDGMENT
(ORDINARY CERTIFICATE)

State of Texas

County of _____

Before me, _____ [Name and Character of Officer], on this day personally appeared_____[Name of Principal], known to me (or proved to me on the oath of _____ or through _____ [Description of Identity Card or Other Document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

_____

(seal) Notary Public Signature

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On May 19, 2025 before me, SHAHROKH SHAMLOO,
Notary Public, personally appeared Paris Hays,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shahrokh Shamloo
Signature of Notary Public

(Notary Seal)

SHAHROKH SHAMLOO
Notary Public - California
Contra Costa County
Commission # 2425187
My Comm. Expires Dec 2, 2026

EXHIBIT A

Property Description

That certain real property located in Brazoria County, Texas, off of Farm to Market 524 near Sweeny, Texas more particularly described as follows:

FM 524 OFF OIL FIELD RD

Legal Description: ABST - 46 SUBD - Arch McDonald S/D Tr. A, B, B1, C, E, F & G Tract - 41B

APN: 1336-0115-000

EXHIBIT B

FORM OF MEMORANDUM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of 10/17, 2025 (the "Effective Date"), between Rodney and Sheila Elster Family Limited Partnership, LP, a Texas Limited Partnership ("Seller"), and Toronado Land Company LLC ("Purchaser"), in light of the following facts and circumstances:

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of the Effective Date with respect to Property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Brazoria County, Texas, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Attachment A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between

the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a 3 year period beginning on the Effective Date. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:	Purchaser:
Rodney and Sheila Elster Family Limited Partnership, LP	
c/o A.G. CROUCH CROUCH LAW OFFICE 235 W. SEALY STREET ALVIN, TEXAS 77511	TORONADO LAND COMPANY C/O NIGHTPEAK ENERGY 1423 BROADWAY PMB 114 OAKLAND, CA 94612

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Brazoria County, Texas, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the Property. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

SELLER:

Rodney and Sheila Elster Family Limited Partnership, A Texas Limited Partnership

Sheila Horak Elster,
Name: Sheila Horak Elster
Title: General Partner

PURCHASER:

Toronado Land Company LLC,
a Delaware limited liability company

By: _____
Name: Paris Hays
Title: Chief Executive Officer

See Attached Certificate

Recording requested by and
when recorded mail to:

Crouch Law Office
235 W. Scaly Street
Alvin, Texas 77511

THE STATE OF TEXAS §
§
COUNTY OF Brazoria §

This instrument was acknowledged before me on the 4th day of October, 202__, by Sheila Horak Elster.

REBECCCA LELA BLANCHETTE
Notary ID #128161086
My Commission Expires
February 16, 2026

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____[name of signatory], _____[title of signatory] of _____[name of entity] a _____[state of formation of entity] _____[type of entity], on behalf of said _____[type of entity].

Notary Public in and for the State of Texas

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On October 20, 2025 (Date) before me, Stephanie E. Losier Notary Public (Here Insert Name and Title of the Officer),

personally appeared Paris Hays (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

STEPHANIE E. LOSIER
Notary Public - California
Contra Costa County
Commission # 2468277
My Comm. Expires Oct 25, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

ATTACHMENT A

LEGAL DESCRIPTION

All of the SURFACE AND SUBSURFACE down to 500 feet ONLY fee interest with respect to the approximately 81 acres of the following real property situated in Brazoria County, Texas, together with any improvements thereon, and easements and appurtenances thereto, but excluding Seller's interest, if any, without surface rights, in any subsurface oil, gas, and minerals rights pertaining thereto:

The specific legal description of the Property to be purchased shall be provided by Purchaser prior to Closing

Black – Toronado Land Company Parcel

Exhibit A

FILED and RECORDED

Instrument Number: 2025050994

Filing and Recording Date: 10/21/2025 10:50:09 AM Pages: 7 Recording Fee: $45.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

EXHIBIT L

Secretary of State Filings

Form 304
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: $750

Application for Registration of a Foreign Limited Liability Company

This space reserved for office use.

1. The entity is a foreign limited liability company. The name of the entity is:

Old Ocean Datacenter 2 LLC

Provide the full legal name of the entity as stated in the entity's formation document in its jurisdiction of formation.

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation that it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

The assumed name must include an acceptable organizational identifier or an accepted abbreviation of one of these terms.

3. Its federal employer identification number is:

☑ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: (set forth state or foreign country) Delaware

and the date of its formation in that jurisdiction is: 11/14/2025

mm/dd/yyyy

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below.

Asset Owner

The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: 01/01/2026

mm/dd/yyyy *Late fees may apply (see instructions).*

8. The principal office address of the limited liability company is:

1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596
Address	*City*	*State*	*Country*	*Zip/Postal Code*

Complete item 9A or 9B, but not both. Complete item 9C.

☑ 9A. The registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ 9B. The registered agent is an individual resident of the state whose name is:

First Name	*M.I.*	*Last Name*	*Suffix*

9C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
211 E. 7th Street, Suite 620	Austin	TX	78701-3218

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Nightpeak Energy LLC

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
1990 N. California Blvd, Suite 650	Walnut Creek	CA	USA	94596

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/19/2026

Sujay Parikh

Signature of authorized person (see instructions)

Sujay Parikh

Printed or typed name of authorized person.

Print Reset

Form 401-A—General Information
Acceptance of Appointment and Consent to Serve as Registered Agent

The attached form is promulgated by the secretary of state and may be used to evidence the acceptance and consent of a person appointed as the registered agent of an entity. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Commentary

A domestic filing entity and a foreign filing entity registered to do business in Texas are required to continuously maintain a registered agent and a registered office address in Texas. A registered agent must be: 1) an individual resident of Texas; or 2) an organization, other than the organization to be represented, that is registered or authorized to do business in Texas. The registered office address must be located at a street address where service of process may be personally served on the entity's registered agent during normal business hours. Although the registered office is not required to be the entity's principal place of business, the registered office address may not be solely the address of a company that provides mailbox services or telephone answering service (BOC § 5.201).

House Bill 1787, effective January 1, 2010, amended subchapter E of chapter 5 of the Texas Business Organizations Code (BOC) to establish the requirement that a person appointed or named as an entity's registered agent must have consented, in a written or electronic form, to serve in that capacity.

Consent: The appointment of a person as registered agent by an organizer or managerial official of an entity is an affirmation by the organizer or managerial official that the person has consented to serve in the capacity of registered agent. In addition, before the sale, acquisition, or transfer of a majority-in-interest or majority interest of the outstanding ownership or membership interests of a represented entity, the governing authority of the entity must verify whether the person named as the registered agent of the entity prior to the sale, acquisition, or transfer has consented to continue to serve the represented entity in that capacity.

Form: Section 5.201(b) requires that a person who is to be named as the registered agent of a represented entity in a registered agent filing must consent, in a written or electronic form, to serve in that capacity. A registered agent filing is defined by section 5.200(1) and includes any filing instrument that designates or appoints a registered agent or that effects a change or correction to the registered agent such as a certificate of formation, certificate of amendment, or statement of change of registered agent.

Section 5.201(b) also requires the secretary of state to develop the form of the consent. The consent of a registered agent need not be on a prescribed form or contain all the statements found on the attached promulgated form; however, a written or electronic consent to serve as registered agent should contain:

a. the name of the represented entity;
b. an express statement that the person designated consents to serve as the entity's registered agent;
c. the name of the person designated as registered agent;
d. the signature of the registered agent; and
e. the date of execution.

Execution of Consent: If the person named as registered agent is an individual, the individual designated must sign the consent. If the person named as registered agent is not an individual, the consent would be signed by an individual authorized to accept the appointment as registered agent on behalf of the organization named as registered agent.

Filing Not Required: The signed consent of the registered agent should be sent to and retained by the represented entity.

Unless otherwise required by the provisions of the BOC or other law applicable to the represented entity, the consent of the registered agent is not required to be submitted or included as part of a registered agent filing. However, a registered agent filing that includes the written consent of the person designated will be retained in the records of the secretary of state as part of the document.

Permissive Filing: A consent of registered agent that is submitted separately for purposes of filing with the secretary of state will be indexed in the filing history of the represented entity if the consent is accompanied by the fee imposed under chapter 4 of the BOC for the filing of an instrument for which a fee is not expressly provided. The fee is **$15**, unless the consent is submitted on behalf of a nonprofit corporation or cooperative association. The fee for a nonprofit corporation or cooperative association is **$5**. The consent may be mailed to P.O. Box 13697, Austin, Texas 78711-3697; faxed to (512) 463-5709; or delivered to the James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701.

Rejection of Appointment: A person who has been named as the registered agent of an entity without the person's consent is not required to perform the duties of a registered agent (BOC § 5.206). In addition, a person who has been designated as a registered agent without the person's consent may file a rejection of the appointment with the secretary of state. On filing, the rejection of appointment will terminate the appointment of the registered agent and registered office. Failure to appoint or maintain a registered agent and registered office may result in the involuntary termination of a domestic filing entity or the revocation of a foreign filing entity's registration to transact business in Texas.

Changes by a Registered Agent*:* A registered agent that changes its name or that changes its address as the address of the entity's registered office should notify the represented entity of the change and file a statement of change with the secretary of state. (Form 408)

A person may resign as the registered agent of an entity by providing notice to the represented entity and the secretary of state. Notice to the secretary of state must be given before the 11th day after the date notice is given to the entity. On compliance with the notice requirements, the appointment of the registered agent and registered office terminate. However, this termination is not effective until the 31st day after the date the secretary of state receives notice (BOC § 5.204(d)).

Changes by a Represented Entity: The failure of a domestic or foreign filing entity to maintain a registered agent and registered office address in Texas may result in the involuntary termination of the domestic filing entity or in the revocation of the foreign entity's registration. Therefore, it is important that an entity file a statement of change of registered agent and/or registered office (Form 401) with the secretary of state to appoint a new registered agent when the person named as registered agent will no longer serve in that capacity or when the registered office address of the entity changes.

False or Fraudulent Filings: Please note that the liabilities and penalties imposed by sections 4.007 and 4.008 of the BOC apply with respect to a false statement in a filing instrument that designates and appoints a person as the registered agent of an entity without that person's consent (BOC § 5.207).

A person commits an offense under section 4.008 of the BOC if the person signs or directs the filing of a filing instrument the person knows is materially false with the intent that the instrument be delivered to the secretary of state for filing. The offense is a Class A misdemeanor unless the person's intent is to harm or defraud another, in which case the offense is a state jail felony.

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent *Printed name of registered agent* *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Old Ocean Datacenter 2 LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

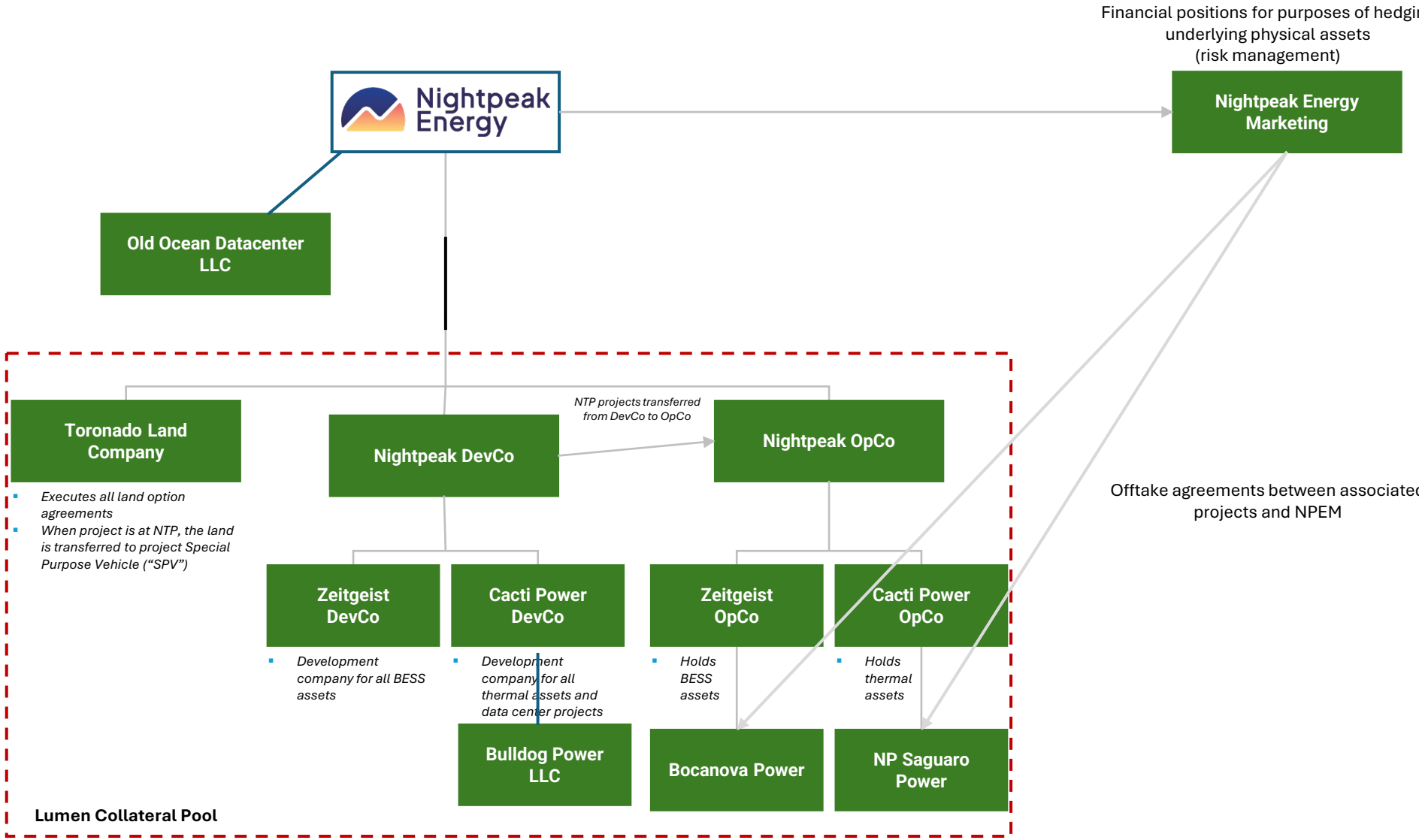
x: By: _____

Signature of person authorized to act on behalf of organization *Printed name of authorized person* *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

EXHIBIT M

Organizational Chart


Financial positions for purposes of hedging underlying physical assets (risk management)
Nightpeak Energy
Nightpeak Energy Marketing
Old Ocean Datacenter LLC
Toronado Land Company
Executes all land option agreements
When project is at NTP, the land is transferred to project Special Purpose Vehicle ("SPV")
Nightpeak DevCo
NTP projects transferred from DevCo to OpCo
Nightpeak OpCo
Offtake agreements between associated projects and NPEM
Zeitgeist DevCo
Development company for all BESS assets
Cacti Power DevCo
Development company for all thermal assets and data center projects
Zeitgeist OpCo
Holds BESS assets
Cacti Power OpCo
Holds thermal assets
Bulldog Power LLC
Bocanova Power
NP Saguaro Power
Lumen Collateral Pool

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.16. **3/10/2026**

Treasurer’s Monthly Cash and Investment Report for December 2025

Approve the Treasurer’s Monthly Cash & Investment Report for December 2025. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **December 2025**.

This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **December 2025**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **March 10, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **December 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$405,708,491.81.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

_____
L. M. "Matt" Sebesta, Jr
County Judge

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **10th DAY OF MARCH, 2026**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for December 2025

Account	Beginning Bank Balance 12/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 12/31/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,979,695.39	18,857,794.87	17,393,993.90	3,443,496.36	6,209.33	2.67
Operating	14,444,707.65	41,451,908.74	41,491,651.01	14,404,965.38	29,508.21	2.67
Comptroller Direct Deposit	1,519,038.78	3,537,143.00	3,547,245.96	1,508,935.82	3,588.37	2.67
Employee Benefit Trust Fund *	1,483,342.91	2,775,147.84	2,977,958.28	1,280,532.47	2,231.33	2.67
Credit Card Account	919,735.60	545,314.15	1,102,014.49	363,035.26	795.86	2.67
E-Filing / E-Recording	475,125.40	352,314.65	702,412.80	125,027.25	335.75	2.67
Parks Credit Card	66,262.17	25,367.31	72,677.13	18,952.35	25.56	2.67
Electronic Collections Clearing	196,351.74	126,314.59	283,456.13	39,210.20	122.71	2.67
Brazoria County Receivables	-	39,038.90	39,038.90	0.00	9.22	2.67
Tax Assessor/Collector Veh Inventory Prop Tax	2,418,712.05	247,664.77	1,366.81	2,665,010.01	5,201.25	2.67
Tax Assessor/Collector Boat Sales Tax *	27,496.26	20,074.68	28,637.08	18,933.86	20.92	2.67
Tax Assessor/Collector Motor Vehicle Acct	3,091,078.39	8,612,457.01	7,601,301.22	4,102,234.18	5,943.55	2.67
Tax Assessor/Collector Boat Collections	1,189.57	2,510,291.02	2,508,494.04	2,986.55	9.83	2.67
Tax Assessor/Collector Sales Tax Account *	1,084,006.76	5,370,078.77	5,840,337.83	613,747.70	1,318.71	2.67
Tax Assessor/Collector Tax Account	14,614,015.09	426,189,571.60	427,283,851.84	13,519,734.85	14,742.87	2.67
County Clerk Registry Fund	1,843,031.15	41,765.42	280,178.35	1,604,618.22	3,806.29	2.67
District Clerk Trust Fund	3,306,593.62	357,040.09	194,454.20	3,469,179.51	7,840.68	2.67
Sheriff Barber Shop Ed Training Program *	87,687.87	716.54	0.00	88,404.41	199.14	2.67
Sheriff's Dept Narcotic Unit-Operations	7,926.58	0.00	3,000.00	4,926.58	11.61	2.67
Comm. Super & Corrections Dept. Restitution Acct	116,401.95	20,294.26	12,337.46	124,358.75	279.72	2.67
District Atty Check Collection Account	35,925.07	14,789.43	28,737.98	21,976.52	87.03	2.67
Investment Acct	-	4,042,050.00	2,042,050.00	2,000,000.00	588.28	2.67
County Clerk Juvenile Restitution	2,087.26	873.49	500.00	2,460.75	5.77	2.67
District Clerk Restitution Fund	4,465.88	24.33	24.33	4,465.88	10.14	2.67
District Atty Task Force Operations	20,200.00	0.00	0.00	20,200.00	45.81	2.67
First National Bank of Lake Jackson Totals	**32,209,001.98**	**515,138,035.46**	**513,435,719.74**	**49,447,392.86**	**82,937.94**	

Total Balance of Non-Int Earning Accts: **16,850,934.69**

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **66,298,327.55**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO

Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **December 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137H1QS8	FHR 5136 JL				$2,000,000.00	$2,000,000.00	$1,431,396.82	$1,437,347.68	$1,182,240.73
	621476202107291	2/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJCB9	FNR 2021-72 JD				$3,000,000.00	$3,000,000.00	$2,111,830.29	$2,115,937.93	$1,838,473.29
	633234202110121	5/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38383DVS4	GNR 2021-193 PC				$2,500,000.00	$2,500,000.00	$1,599,745.90	$1,606,819.63	$1,354,198.66
	643477202111291	6/20/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38383U3Q1	GNR 2022-173 QP				$2,000,000.00	$2,000,000.00	$900,252.88	$900,671.80	$906,401.25
	686004202211011	6/20/2051		5.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	12566PAB1	CIM 2021-INV1 A2			Aaa	$2,500,000.00	$2,500,000.00	$1,809,590.95	$1,848,761.45	$1,509,028.75
	633367202110131	7/1/2051		2.500	NA	100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BGQB0	FNR 2021-52 JC				$2,500,000.00	$2,500,000.00	$1,730,271.28	$1,731,322.71	$1,475,752.18
	624444202108201	7/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H26Q2	FHR 5144 PB				$2,500,000.00	$2,500,000.00	$1,717,656.90	$1,717,656.90	$1,475,940.66
	625853202108301	9/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB				$2,000,000.00	$2,000,000.00	$1,411,372.96	$1,410,277.63	$1,223,395.30
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
50 CMOs - Fixed Rate							$130,182,004.00	$43,748,416.89	$44,084,015.72	$37,169,962.80
Total Pledged	136 To: BRC	BRAZORIA COUNTY					$357,652,301.00	$84,506,616.22	$84,843,490.84	$74,289,737.37

$0.00	Munis with Maturity Under 2 Years	$8,032,715.22	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$76,473,901.00	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for December 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	61	$ 292,516.66
Treasurer BCSO Transport Cash/Checks Deposits Processed	47	$ 237,999.34
Treasurer Remote Deposits Processed	31	$ 136,051.10
HealthCare Invoices processed	12	$ 2,794,382.07
Retiree Premium Processed	412	$ 53,769.13
Under 65 Retiree Prepaid 401H Reimbursements processed	111	$ 32,745.00
Over 65 Retiree Prepaid 401H reimbursements processed	276	$ 77,571.00
Wire Transfers executed	133	$ 317,985,525.71
Toll Road Wires Executed	3	$ 919,995.84
EFT files processed	25	$ 15,021,117.64
Account Payables checks printed and distributed (102101)	1130	$ 8,084,935.31
Jury Payments Processed	897	$ 29,640.00
BCCSCD checks printed and distributed	100	$ 19,124.41
HUD checks printed and distributed	101	$ 147,069.98
Payroll checks printed and distributed (102821)	66	$ 91,156.28
Stop payments issued	14	$ 33,350.87
Positive Pay files processsed:	10	
Bank Reconciliations	19	
ACH/Wire/Check Reconcilitations	19	
EFT Set ups, Declines and/or changes to EFT's	1	

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County General Ledger Fund Balance Activity
December 1, 2025 - December 31, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**
10000 - General Fund	-$13,573,168.44	$512,731,146.48	-$586,910,337.23	-$87,752,359.19	$76,362,902.50	$295,927,700.66	-$84,035,026.63	$288,255,576.53
10100 - General Fund - Construction	$179,722.98	$0.00	$0.00	$179,722.98				
10200 - Juv Prob Fees	$7,954.48	$69.52	-$40.00	$7,984.00				
10300 - Unclaimed Juvenile Restitution	$12,392.28	$0.00	$0.00	$12,392.28				
10340 - Constable 4 Marine Team	$1,008.35	$3.50	$0.00	$1,011.85				
10350 - Sheriff Special Response Team	-$3,763.33	$20,056.42	$0.00	$16,293.09				
10351 - Sheriff Drone Team								
10352 - Sheriff Marine Team								
10353 - Sheriff Dive Team								
10400 - Env Health-Retail Food Permits	$42,116.85	$37,447.52	-$50,675.80	$28,888.57				
10500 - District Clerk Contingency	$574,791.56	$2,006.10	-$0.34	$576,797.32	$313,399.60	$1,018.67	$0.00	$314,418.27
10600 - Fire Training Field	$13,848.27	$47.87	-$71.45	$13,824.69				
10700 - Parks Special Events	$27,550.46	$95.74	$0.00	$27,646.20				
10710 - Parks SFA Special Projects	$10,903.95	$367.36	-$190.00	$11,081.31				
10850 - CPS-Donations	$49,486.19	$3,105.98	-$2,350.77	$50,241.40				
20000 - Road and Bridge Non-Construct	$2,881,763.67	$8,409,211.22	-$4,653,047.54	$6,637,927.35	$36,589,671.23	$121,150.49	$0.00	$36,710,821.72
20500 - Road and Bridge Construction	$284,082.16	$451,737.69	-$722,683.69	$13,136.16				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$417,156.85	$434,095.35	-$486,037.88	-$469,099.38				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$4,904.37	$4,875.22	-$8,310.40	-$8,339.55				
30600 - HHS-RLSS-LPHS	$2,865.01	$0.47	-$2,132.81	$732.67				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$18,620.76	$18,976.36	-$40,334.95	-$39,979.35				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$15,172.25	$34,836.98	-$28,989.89	-$9,325.16				
30711 - COVID Health Disparities								
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$12,267.56	$10,575.45	-$18,788.41	-$20,480.52				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$24,567.36	$4,766.26	-$11,693.60	-$31,494.70				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$336,182.46	$140,514.47	-$193,266.10	-$388,934.09				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$43,220.00	$85,960.00	-$85,960.00	-$43,220.00				
31501 - DHS-St-UASI-M&A	-$298.45	$261.63	-$500.23	-$537.05				
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer	-$177,015.02	$354,030.04	-$177,015.02	$0.00				
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
31611 - DHS-Victoria OPSG	-$4,599.49	$9,198.98	-$4,599.49	$0.00				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,465,253.91	$213,360.86	-$221,792.04	$1,456,822.73				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$12.83	$115.95	-$217.36	-$114.24				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$241,638.97	$5,090.20	-$3,829.27	$242,899.90				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-AllYrs-Section8Housing-HAP	$88,581.04	$991,626.58	-$936,249.50	$143,958.12				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32140 - HUD-AllYrs-Section8-FYI-HAP	-$1,146.86	$0.00	-$3,516.15	-$4,663.01				
32153 - HUD-AllYrs-Section 8-EHV-HAP	$11,400.04	$50,215.50	-$50,562.00	$11,053.54				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$72,835.85	$33,729.91	-$64,751.37	-$103,857.31				
32214 - HOME	$54,781.53	$11,301.27	-$32,419.67	$33,663.13				
32215 - ESG								
32600 - HUD-Texas CDBG	-$485,725.90	$64.77	-$15,085.86	-$500,746.99				
32610 - HUD-2016 Flood GLO	-$175,165.36	$125,739.62	-$62,885.68	-$112,311.42				
32620 - HUD-Harvey GLO	-$381,556.29	$851,340.50	-$850,693.40	-$380,909.19				
33200 - USDOJ-Crime Vict Assist-VOCA	-$10,524.36	$3,218.33	-$12,307.21	-$19,613.24				

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33201 - USDOJ-Crime Vict Assist Prog	-$9,403.95	$0.00	-$1,369.06	-$10,773.01				
33202 - USDOJ-Crime Victim Assist Prog	-$9,406.20	$32,280.22	-$55,276.08	-$32,402.06				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$2,321.00	$0.00	-$1,160.50	-$3,481.50				
33300 - USDOJ-Drug Court Program	-$17,565.70	$2,068.00	-$12,641.90	-$28,139.60				
33301 - OOG - Mental Health Court	-$25,311.23	$320.00	-$8,938.42	-$33,929.65				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$25,139.07	$2,110.00	-$14,330.69	-$37,359.76				
33320 - USDOJ-Veterans Court Program	-$2,770.38	$3,195.00	-$6,717.13	-$6,292.51				
33330 - USDOJ-Domestic Violence Court	-$26,008.27	$7,252.04	-$15,003.07	-$33,759.30				
33415 - OJP-Edward Byrne Mem JAG Grant	$17,773.00	$0.00	$0.00	$17,773.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$5,019.83	$10,039.66	-$5,985.11	-$965.28				
33510 - USDOJ-Organized Crime Drug Enf								
33517 - Auto Theft Task Force	-$46,260.84	$34,464.95	-$61,957.18	-$73,753.07				
33518 - Texas Anti-Gang Program								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$199,988.67	$694.96	$0.00	$200,683.63				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34108 - TPW-FM 2918 Boat Ramp Reno	-$18,631.29	$18,631.28	$0.00	-$0.01				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34350 - USDOT - Parks HQ Trail System								
34400 - USDOT-CR 257 Repairs								
34501 - 2025 HAVA Election Security								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$983,179.36	$0.00	$0.00	$983,179.36				
34616 - FEMA-Hazard Mitigation Grant P	-$345,628.41	$287,145.68	-$262,399.94	-$320,882.67				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$228,834.05	$0.00	$0.00	-$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$599,936.42	$50,897.57	-$62,626.34	-$611,665.19				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$34,248.14	$0.00	-$17,091.06	-$51,339.20				
34717 - FCC-Library ECF Funding								
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$295,376.74	$8,252.72	-$4,337.03	-$291,461.05				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$14,310,454.94	$0.00	-$1,212,129.51	$13,098,325.43	$4,217,004.22	$14,151.19	$0.00	$4,231,155.41
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund								
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-$5,362,381.27	$70,374.90	-$375,410.79	-$5,667,417.16				
34882 - TXDOT-CR59 (CSJ 305)	-$2,139,225.70	$471,649.54	-$205,462.77	-$1,873,038.93				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$74,762.20	$820,728.94	-$640,370.88	$255,120.26				
35010 - TJJD-Salary Adjustment Grant	$568,283.59	$100,496.47	-$179,213.15	$489,566.91				
35015 - Supplemental & Emergent Funds								
35020 - TJJD-PREA Audit Support								
35650 - TJPC-JJAEP-Boot Camp-8/31	-$95,106.93	$216,969.81	-$246,856.96	-$124,994.08				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"								
36120 - SOS-Voting machines reimb								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$23,917.55	$47,835.10	-$23,917.55	$0.00				
36410 - Texas Veterans Treatment Crt								
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$592,768.64	$2,012.44	-$13,647.75	$581,133.33				
36605 - GLO-Beach User Fees	-$76,778.49	$79,493.54	-$143,461.03	-$140,745.98				
36606 - GLO_CMP_SJP	-$11,864.58	$12,471.11	-$9,072.15	-$8,465.62				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$9,063.47	$8,989.81	-$15,928.25	-$16,001.91				
37100 - OAG-TEXAS VINE CONTR	$0.00	$0.00	-$6,111.35	-$6,111.35				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$24,606.68	$24,045.31	-$42,783.60	-$43,344.97				
37710 - OAG-Opioid Settlement	$247,232.89	$0.00	$0.00	$247,232.89				
37800 - OAG-Regional Juv Mental Hlth S								

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP								
37926 - TXDOT-FY26RAMP								
38000 - Fire Code Inspection & Permit	$54,912.30	$181,019.35	-$315,688.06	-$79,756.41				
38010 - Economic Development Tax Abate	$3,932.95	$182,766.86	-$25,000.00	$161,699.81				
38020 - BC Industrial Development Corp	$104,022.70	$226.63	$0.00	$104,249.33				
38100 - Vital Statistics Fee	$155,196.55	$2,813.30	-$1,324.00	$156,685.85				
38110 - CC Records Mgmt-Recording	$823,325.79	$154,359.20	-$99,028.56	$878,656.43	$1,122,962.04	$3,650.05	$0.00	$1,126,612.09
38120 - CC Records Archive	$2,841,145.05	$169,701.43	-$113,793.47	$2,897,053.01				
38130 - CC Records Mgmt-Criminal	$158,995.02	$6,833.15	-$4,227.56	$161,600.61				
38200 - CC Records Mgmt-Civ,Crim,Prob	-$255,109.37	$15.00	-$883.91	-$255,978.28	$370,525.87	$1,204.35	$0.00	$371,730.22
38210 - County Graffiti Eradication	$3,399.03	$11.81	$0.00	$3,410.84				
38220 - CC-DC Technology	$162,277.03	$2,090.28	-$1,002.63	$163,364.68				
38230 - CC Records Preservation	$126,703.24	$552.22	-$15.00	$127,240.46				
38240 - CC-DC Specialty Court	$227,092.40	$8,826.31	-$5,263.43	$230,655.28				
38250 - CCSB41 Consolidated Rec Mgmt	$187,877.92	$13,695.90	-$8,195.00	$193,378.82				
38251 - CCSB41 Clerk of Court Account	$6,152.79	$4,508.17	-$4,280.00	$6,380.96				
38300 - Child Abuse Prevention Fund	$2,511.62	$61.42	-$27.68	$2,545.36				
38320 - DC Records Management	$79,757.40	$3,527.74	-$2,037.42	$81,247.72				
38330 - DC Records Archive	$46,429.69	$139.17	-$5.68	$46,563.18				
38340 - DC Records Preservation	$23,544.03	$107.62	-$10.68	$23,640.97				
38350 - DC Records Technology	$41,123.50	$143.65	-$0.68	$41,266.47				
38360 - DCSB41 Consolidated Rec Mgmt	$601,278.76	$43,800.04	-$21,881.47	$623,197.33				
38361 - DCSB41 Clerk of Court Account	$17,329.66	$11,410.88	-$11,230.06	$17,510.48				
38400 - Justice Court Bldg Security	-$36,346.39	$56,488.47	-$80,839.49	-$60,697.41				
38410 - Justice Court Technology Fund	$812,471.57	$15,448.69	-$10,369.71	$817,550.55				
38420 - JPSB41 Support Fund	$1,101,277.53	$65,268.39	-$29,950.00	$1,136,595.92				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$220,602.49	$38,593.53	-$22,002.44	$237,193.58				
38501 - Courthouse Attny Access Card	$20,337.07	$2,607.22	-$6,021.59	$16,922.70				
38510 - SB41 Court Facility Fee Fund	$484,790.43	$35,098.66	-$19,185.00	$500,704.09				
38511 - SB41 County Jury Fund	$251,990.84	$17,620.28	-$9,600.00	$260,011.12				
38512 - SB41 Language Access Fund	$208,595.29	$13,113.39	-$6,474.00	$215,234.68				
38513 - SB41 Guardianship Fund	$42,251.23	$2,688.60	-$1,670.00	$43,269.83				
38514 - SB41 Court Report Service Fund	$629,225.11	$43,944.92	-$24,814.44	$648,355.59				
38515 - SB41 Appellate Judicial System	$126,079.21	$8,805.76	-$4,800.00	$130,084.97				
38516 - SB41 Judicial Edu and Support	$20,550.90	$1,327.28	-$825.00	$21,053.18				
38600 - LEOSE	$82,337.22	$572.24	-$286.12	$82,623.34				
38710 - D A Hot Check Collection	$6,544.85	$335.17	-$270.86	$6,609.16				
38720 - D A Supplemental	$6,074.39	$19.11	-$580.00	$5,513.50				
38730 - D A Forfeiture, CCP Chapter 59	$893,140.28	$2,818.38	-$61,895.30	$834,063.36				
38750 - Pretrial Diversion	$353,960.96	$71,414.56	-$76,306.38	$349,069.14				
38810 - Voter Registration	$0.00	$0.00	-$11,321.25	-$11,321.25				
38820 - Special Inv,Dealer Escrow-Tax	$272,435.73	$8,217.95	-$4,058.68	$276,595.00	$36,606.33	$118.96	$0.00	$36,725.29
38830 - Scofflaw Fees, TTC Sect 502.01	$2,375.51	$8.26	$0.00	$2,383.77				
38910 - Election Services Contract	$364,579.29	$1,266.55	-$102.88	$365,742.96				
38920 - Elections - HAVA Equip. Rental	$1,496,403.00	$5,199.99	$0.00	$1,501,602.99				
39020 - Constable Pct 2 Forfeiture	$3,111.66	$10.81	$0.00	$3,122.47				
39040 - Constable Pct 4 Forfeiture	$2,507.77	$8.71	$0.00	$2,516.48				
39100 - Sheriff Contraband Forfeiture	$432,948.32	$1,500.59	-$1,123.32	$433,325.59				
39110 - Braz Cnty Narcotics Task Force	$533,456.50	$1,838.83	-$360.00	$534,935.33				
39120 - Sheriff Commissary Fund	$1,862,297.12	$280,784.79	-$232,575.28	$1,910,506.64				
39130 - Sheriff-Federal Forfeiture	$866,596.74	$5,516.34	-$2,296.81	$869,816.27				
39200 - Juvenile Case Manager Fund	$26,175.41	$7.58	-$7.58	$26,175.41				
39210 - Bond & Occupational LSF	$16,626.46	$15,209.57	-$21,792.31	$10,043.72				
39300 - Reliant Energy CARE Program	$3,257.01	$32,000.00	-$19,253.09	$16,003.92				
39305 - Direct Energy N2N								
39306 - Cirro Energy - Utility Assist.	$4,590.35	$0.00	$0.00	$4,590.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$234.31	$0.81	$0.00	$235.12				
39410 - Library-Special Projects	$320,407.11	$2,143.98	-$1,402.39	$321,148.70				
39500 - SEP-Wastewater-EnvHlth-TCEQ	$18,984.84	$0.00	$0.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	-$3,514.62	$6,485.38				
39620 - Shoreline Rest. Task Force	$37,541.83	$130.46	$0.00	$37,672.29				
39630 - 2006 GoM Energy Security Act	$4,495,251.03	$15,615.66	$0.00	$4,510,866.69				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$44,478.00	$4,212.00	$0.00	$48,690.00				
39768 - Old Coffee Plantation Sp Asses	$14,628.60	$0.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess								
39771 - Lindell-Donley Dr Spec Assess								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	$68,661.36	$0.00	$0.00	$68,661.36				
39780 - Marydean St Special Assessment								
39781 - Delores St Special Assessment								
39782 - Loop Dr Special Assessment								
39800 - Law Library	-$118,516.26	$70,918.62	-$85,153.15	-$132,750.79	$137,791.94	$447.87	$0.00	$138,239.81
39900 - Mosquito Control District	$125,715.61	$617,957.46	-$269,642.31	$474,030.76	$452,010.82	$1,469.22	$0.00	$453,480.04

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$721,323.68	$3,434.84	-$57.55	$724,700.97	$570,661.94	$1,854.88	$0.00	$572,516.82
42000 - 2021 Gen Oblig Rfd (2012 CO)	$230,709.67	$321,504.32	$0.00	$552,213.99				
42100 - 2018 Cert of Oblig-I,S	$573,819.89	$109,276.36	$0.00	$683,096.25				
42200 - 2021 CO-Courthouse Campus I,S	$1,839,810.93	$680,564.64	-$550.00	$2,519,825.57				
44000 - Toll Road-SH288-I&S	$11,241,909.83	$828,251.24	-$412,895.84	$11,657,265.23				
44100 - Toll Road-288EXT-I&S	$211,481.97	$95,001.61	$0.00	$306,483.58	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,890,139.80	$553,676.42	$0.00	$2,443,816.22	$1,025,790.49	$3,334.22	$0.00	$1,029,124.71
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$1,304,641.64	$2,621.59	-$550,227.07	$757,036.16				
52200 - 2021 CO-Courthouse Campus C,M	$72,125.82	$0.00	-$316,443.01	-$244,317.19				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$16,169.11	$4,600.97	$0.00	$20,770.08	$2,148.27	$7.24	$0.00	$2,155.51
54100 - Toll Road-SH288EXT-C & M	$1,707,289.42	$2,000,000.00	-$1,269,729.04	$2,437,560.38	$15,988,407.69	$53,357.12	-$2,000,000.00	$14,041,764.81
55000 - Mobility Plan								
57200 - Ring of Honor	$68,179.78	$236.92	$0.00	$68,416.70				
60500 - Airport Operating	-$2,440,927.52	$691,354.18	-$632,593.99	-$2,382,167.33				
61000 - BCTRA O&M SH288	$9,647,174.56	$23,298.34	-$662,565.81	$9,007,907.09	$23,155,151.19	$76,860.72	$0.00	$23,232,011.91
64000 - BCTRA FM518 PEDC-SH288	$306,560.45	$145.24	$0.00	$306,705.69				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$134,535.41	$0.00	-$119,735.45	-$254,270.86				
71000 - Health Care Benefits	$1,259,153.36	$2,660,705.06	-$2,877,371.57	$1,042,486.85	$1,447,139.39	$4,703.70	$0.00	$1,451,843.09
72000 - Employee Health Clinic	$318,919.75	$115,726.82	-$143,372.76	$291,273.81				
73000 - Insurance Reserve	$676,226.19	$2,312.94	-$10,631.79	$667,907.34	$718,613.53	$2,335.78	$0.00	$720,949.31
81000 - B Cnty Groundwatr Conserv Dist	$2,710,136.56	$90,584.67	-$90,209.74	$2,710,511.49				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$40,209.43	$125,567.97	-$123,590.69	-$38,232.15				
81600 - CSCD-TAIP Treatment Alter.	$10,103.43	$56,427.42	-$38,453.94	$28,076.91				
81700 - CSCD DP17 - MHealth Caseloads	-$1,154.26	$70,914.72	-$55,556.46	$14,204.00				
81800 - CSCD Basic Supervision Prog	$740,067.86	$1,949,610.61	-$1,435,989.33	$1,253,689.14				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$12,974.58	$132,399.16	-$95,096.61	$50,277.13				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$44,325.65	$160,660.88	-$108,158.88	$96,827.65				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$439.13	$76,820.84	-$59,739.28	$17,520.69				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$26,109.87	$216,116.19	-$156,801.04	$85,425.02				
82600 - CSCD-Mental Health Treatment	$3,080.91	$26,052.92	-$18,597.78	$10,536.05				
82700 - CSCD DP33-Pre-Trial Diversion	$597.09	$3,545.45	-$2,445.60	$1,696.94				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,815.50	$6.31	$0.00	$1,821.81	$16,871.75	$54.80	$0.00	$16,926.55

Brazoria County Portfolio Report for December 2025

Current Date: 12/31/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FFCB	Agency	3133ETL96	3.610	10/28/25	10/27/27	10/27/26	$ 2,000,000.00	100.00	$ 2,000,100.56	$ 2,000,000.00	0.9995	$ 2,000,000.00	665	3.610	
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 1,999,840.00	786	4.700	
10000	FFCB	Agency	3133ETTC1	4.080	08/14/25	08/14/28	08/14/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0013	$ 2,000,160.00	957	4.400	
10000	FHLB	Agency	3130B7VL5	4.150	09/29/25	09/15/28	12/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9924	$ 2,000,000.00	989	4.150	
10000	FFCB	Agency	3133ETK71	3.560	10/28/25	10/27/28	10/27/27	$ 2,000,000.00	100.00	$ 2,000,097.78	$ 2,000,000.00	0.9983	$ 2,000,000.00	1031	3.560	
10000	FHLMC	Agency	3134HCFK0	3.850	12/11/25	12/11/28	09/11/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9989	$ 2,000,000.00	1076	3.850	
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	758	4.600	
matured or called																
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0005	$ 2,000,000.00	454	4.253	$ 21,250.00
10000	FFCB	Agency	3133ETWS2	4.160	09/09/25	09/09/27	12/09/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9993	$ 2,000,000.00	617	4.160	$ 20,800.00
997	TexPool	LGIP		3.827				$ 282,081,329.36	100.00	$ 282,081,329.36	$ 282,081,329.36	100.00	$ 282,081,329.36	1	3.827	$ 268,403.38
998	Texas Class	LGIP		3.969				$ 39,328,834.90	100.00	$ 39,328,834.90	$ 39,328,834.90	100.00	$ 39,328,834.90	1	3.969	$ 132,336.02
999	Depository	Cash		2.650				$ 66,298,327.55	100.00	$ 66,298,327.55	$ 66,298,327.55	100.00	$ 66,298,327.55	1	2.650	$ 82,937.94
								$ 405,708,491.81		**$ 405,708,690.15**	**$ 405,708,491.81**		**$ 405,708,491.81**			**$ 525,727.34**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,873.12	75,527.94	82,937.94	240,339.00													240,339.00
TEXPOOL	244,244.61	208,326.53	268,403.38	720,974.52													720,974.52
Texas Class	141,573.48	132,072.20	132,336.02	405,981.70													405,981.70
Agencies	107,848.34	-	42,050.00	149,898.34													149,898.34
Total Per Month	575,539.55	415,926.67	525,727.34	1,517,193.56													1,517,193.56

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY26																	
	Oct	**Nov**	**Dec**	**1st Qtr**	**Jan**	**Feb**	**Mar**	**2nd Qtr**	**April**	**May**	**June**	**3rd Qtr**	**July**	**August**	**Sept**	**4th Qtr**	**Ann Avg**
BANK	2.79%	2.65%	2.67%	**2.70%**													2.70%
TEXPOOL	4.14%	3.99%	3.83%	**3.99%**													3.99%
TEXAS CLASS	4.28%	4.11%	3.97%	**4.12%**													4.12%

BRAZORIA COUNTY
Unlimited Tax Road Refunding Bonds
Series 2020
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
	588,125.00	6,460,000.00	426,625.00	7,474,750.00

Debt History:

Date of Receipt	January 23, 2020
Amount of Issue	$9,840,000.00
Last Maturity	March 01, 2030
True Interest Cost	1.720776%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

BRAZORIA COUNTY
Certificates of Obligation
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

Debt History:

Date of Receipt	November 03, 2021
Par Amount	$86,895,000.00
Premium on Bonds	$12,605,000.00
Total Proceeds	$99,500,000.00
Last Maturity	March 01, 2046
True Interest Cost	2.576943%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

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BRAZORIA COUNTY
Limited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$15,815,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.360143%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$4,555,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.339921%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

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BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
	130,625.00	2,040,000.00	79,625.00	2,250,250.00

Refunded Series 2008 Unlimited Tax Road Bonds

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$4,415,000.00
Last Maturity	March 01, 2028
True Interest Cost	2.647974%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

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Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY
Certificates of Obligation
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$8,120,000.00
Last Maturity	March 01, 2038
True Interest Cost	3.496221%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

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Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY, TEXAS
Series 2016 - Unlimited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00	0.00	1,096,750.00
	150,500.00	3,060,000.00	78,875.00	3,289,375.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,425,000.00
True Int cost	2.376%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

BRAZORIA COUNTY, TEXAS
Series 2016 - Limited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,125,000.00
True Int cost	2.207%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.17. **3/10/2026**

Brazoria County Fire Code - 2024 International Fire Code

The Court hereby adopts the 2024 edition of the International Fire Code, Including Appendix Chapters A-O, attached hereto, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the unincorporated areas of Brazoria County; providing for the issuance and collection of fees, establishing an effective date of March 10, 2026 therefore; repealing the existing Brazoria County Fire Code, Court Order No. VII.A.1.b., dated December 11, 2018.

The 2024 International Fire Code may be viewed at the following link:
https://codes.iccsafe.org/codes/i-codes/2024-icodes

A certified copy of this Order shall be provided to the Fire Marshal.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.18. **3/10/2026**

Brazoria County Fire Code - Local Amendments

The Court hereby adopts the following Local Amendments to the 2024 International Fire Code (IFC), effective March 10, 2026.

1. Fire access roads shall be concrete or asphalt for all developments greater than five (5) acres.

2. Fire access roads for all developments greater than ten (10) acres shall have two (2) access points no closer than one half (1/2) the diagonal distance of the development measured at the longest distance. If the second access point is obstructed by an adjacent property with no access, the second access point should be remotely located and approved by the County Fire Marshal.

3. Parking shall be designated to ensure fire access is not obstructed.

4. Structures over 12,000 square feet or developments over ten (10) acres require a ground water storage tank for fire suppression when fire hydrants are not available and sprinkler systems are not installed.

All variance requests related to these Local Amendments shall be submitted to the Brazoria County Commissioners Court for review.

A certified copy of this Order shall be provided to the Fire Marshal.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.19. **3/10/2026**

Award RFP #26-19 Disaster Monitoring Services

Upon recommendation by the evaluation committee, award “RFP #26-19 Disaster Monitoring Services” to the highest ranked vendor, Tetra Tech, Inc., of Mainland, Florida, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, expenditures will be funded by the specific disaster event fund.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney’s Office; and that the final documents be authorized to be attached to the Minutes.

RFP #26-19 Award Summary

A total of three thousand and thirty-five (3,035) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were one hundred and eight (108) document takers resulting in six (6) submissions but the submission from Ghost Griddle Syndicate was deemed as nonresponsive.

Per the recommendation of the evaluation committee, approval to award “RFP# 26-19 Disaster Monitoring Services” to the highest ranked vendor, Tetra Tech, Inc of Maitland, Florida who submitted the best evaluated offer, per our specifications and scope of work as per the attached.

Evaluation Committee

Wael Tabara, Engineering Department
Martin Vela, Fire Marshal
Steve Rosa, Emergency Management Coordinator
Patti Rodgers, Auditor’s Office
Casey Greathouse, Purchasing Department (Non-voting Member)

RFP# 26-19 DISASTER MONITORING SERVICES
ATTACHMENT A - BID TABLE

The hourly rate must include all costs associated with the performance of this contract as a result of this RFP, including overhead, profit, and all costs and expenses. Respondents are to provide hourly rates for each of the job positions they will provide in response to the scope of work as described in the RFP. The total will be at a not to exceed price of $2.5 million.
Brazoria County has included an estimated number of hours for each position. Exact numbers of hours will be determined if and when an event occurs.

Positions	Brazoria County Estimated # of Hours	Hourly Rate	Total
Principal-in-charge/Senior Program Manager	1	$ 135.00	$135.00
Project Manager	708	$ 75.00	$53,100.00
Operations Manager	2038	$ 49.00	$99,862.00
GIS Operator	1	$ 75.00	$75.00
GIS Analyst	21	$ 65.00	$1,365.00
Field Manager	1	$ 49.00	$49.00
Field Supervisor	3775	$ 49.00	$184,975.00
Field Monitor	1	$ 37.00	$37.00
Debris Site / Tower Monitor	5730	$ 37.00	$212,010.00
Load Ticket Data Entry Clerk	1	$ 32.00	$32.00
Collection Monitor	18917	$ 37.00	$699,929.00
Citizen Drop-Off Site Monitor	1	$ 37.00	$37.00
Billing / Invoice Manager	76	$ 59.00	$4,484.00
Billing / Invoice Analyst	1	$ 55.00	$55.00
Project Inspector	1	$ 95.00	$95.00
Project Assistant	1	$ 45.00	$45.00
Field Coordinator (Crew Monitor)	1	$ 37.00	$37.00
Senior Project Inspector	1	$ 125.00	$125.00
Waste Management Specialist	1	$ 95.00	$95.00
Senior Public Assistance- Grant management Consultant	1	$ 135.00	$135.00
Principal in Charge	1	$ 195.00	$195.00
Public Assistant Consultant	1	$ 115.00	$115.00
Public Assistant Consultant Aide	1	$ 95.00	$95.00
Project Coordinator	1	$ 64.00	$64.00
Debris Site Security	1	$ 35.00	$35.00
Safety Manager	1	$ 65.00	$65.00
Data Manager	2155	$ 55.00	$118,525.00
Data Support Personnel	1	$ 32.00	$32.00
Marine Debris Monitor	1	$ 47.00	$47.00
Schedules/expenditures (logistics)	1	$ 42.00	$42.00
Environmental Specialist	1	$ 125.00	$125.00
Residential Monitor	1	$ 37.00	$37.00
Automated Ticket Specialist	1	$ 59.00	$59.00
Aerial Photographer	1	$ 220.00	$220.00
FEMA Specialist	1	$ 150.00	$150.00
Admin Assistant	1	$ 48.00	$48.00
Call Center Staff	1	$ 32.00	$32.00
Senior Technical Specialist	1	$ 145.00	$145.00
Fire/HAZMAT Subject Matter Expert/trainer	1	$ 150.00	$150.00
OTHER REQUIRED POSITIONS: proposer may include other positions, with hourly rates, as needed			

26-19 - Disaster Monitoring Services
Scoring Summary

Active Submissions

	Total	Price	Qualifications / Experience	Knowledge regarding reimbursement methods	Management System/ Reporting/Training	References
Supplier	/ 100 pts	/ 35 pts	/ 30 pts	/ 20 pts	/ 10 pts	/ 5 pts
Tetra Tech, Inc.	87.75	27.75	28.5	19	7.75	4.75
Thompson Consulting Services, LLC	82.75	29	23.75	16	9.25	4.75
Rostan Solutions, LLC	77.75	24.75	23.25	17	8.25	4.5
DebrisTech, LLC	77.25	25.25	23	16	8.5	4.5
TLC Engineering Inc.	67	22	19	13.5	8.25	4.25

Eliminated Submissions

	Price	Qualifications / Experience	Knowledge regarding reimbursement methods	Management System/ Reporting/Training	References
Supplier	**/ 35 pts**	**/ 30 pts**	**/ 20 pts**	**/ 10 pts**	**/ 5 pts**
Ghost Griddle Syndicate	-	-	-	-	-

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **3/10/2026**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **3/10/2026**

Potential Litigation - Cullen RV Resort, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **3/10/2026**

Deliberation Regarding Real Property -CR 58 and Angelina Drive, Pearland