

STATE OF TEXAS
COUNTY OF WEBB

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EXHIBIT A
CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF LAREDO, TEXAS AND
LAREDO LOGISTICS LAND, LLC

This Chapter 380 Economic Development Grant Agreement (the "Agreement") is made and entered into by and between the **CITY OF LAREDO**, a municipal corporation of the State of Texas, (the "City"), acting by and through its City Manager or his designee and **LAREDO LOGISTICS LAND, LLC**, a Delaware limited liability company registered to transact business in the State of Texas, (the "Company"), acting by and through its duly authorized officers. The City and the Company may be individually referred to as a "Party" and jointly as the "Parties."

ARTICLE I
RECITALS

The recitals set forth in City Council Resolution No 2022-R-052 are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II
AUTHORITY AND TERM

1. **AUTHORITY.** This Agreement is entered into pursuant to:
 - A. Article III, Section 52-a of the Texas Constitution ("Texas Constitution") and Chapter 380 of the Texas Local Government Code; Title 12, Subtitle A.
 - B. City Council Resolution No. **2022-R-052** which specifically approved this Agreement and authorized execution hereof.
2. **TERM.** This Agreement shall be effective as of the date of execution by all parties. This Agreement will terminate on the date all obligations under this Agreement have been fulfilled unless earlier terminated pursuant to Article V, or otherwise extended by mutual written agreement of the Parties. The Company's eligibility for Grant Payments (hereinafter defined) shall be limited to ten (10) consecutive years (the "Grant Period") within the term of the Agreement.

DEFINITIONS

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

3. **AGREEMENT.** The word "Agreement" means this Chapter 380 Economic Development Agreement, together with all exhibits attached to this Agreement.

4. **BUSINESS PERSONAL PROPERTY.** The words "Business Personal Property" mean any taxable tangible personal property, other than inventory, supplies, and/or office equipment, that is (i) subject to ad valorem taxation by the City; (ii) is located on the Facility and used in operation of the business; (iii) was not located on the Facility prior to the effective date of this Agreement; and (iv) is owned or leased by the Company.
5. **CITY.** The word "City" means the City of Laredo, Texas.
6. **COMPANY.** The word "Company" means LAREDO LOGISTICS LAND, LLC, , and/or its successor or assigns.
7. **FACILITY.** The word "Facility" means the estimated 959,130 square feet of combined warehouse and trucking center space, to be constructed by the Company on the below-defined Site.
8. **FULL-TIME JOBS.** A "Full-Time Job" means an "at-will" job with no predetermined end date (other than a retirement date), with a regular work week of 35 hours or more on average for the entire normal calendar year, and with benefits substantially equivalent to other regular employees of the company serving as a tenant within the Facility, and that satisfies the requirements set forth in Article III, hereof.
9. **PROJECT.** The word "Project" means (i) the Facility and related improvements (collectively, the "Improvements") to be constructed by the Company on the Site, (ii) the Site described below on which the Improvements are to be constructed; and (iii) the Business Personal Property to be installed at the Facility to support the operation.
10. **GRANT PAYMENT.** The words "Grant Payment" mean a payment from the City to the Company on a yearly basis based on real property city taxes and business personal property taxes on the terms of this Agreement so long as the Company and/or its tenants are able to meet the minimum criteria regarding the number of new permanent full-time jobs, benefits, minimum improvement valuation and submits the yearly annual certification.
11. **GRANT PERIOD.** The words "Grant Period" mean the period beginning on January 1 of Year 1 (hereinafter defined) and continuing for ten (10) years during which the Company is eligible to receive Grant Payments from the City.
12. **SITE.** The word "Site" means the real property upon which the Improvements are to be constructed, located at LOTS NUMBER ONE (1), TWO (2), THREE (3), IN BLOCK NUMBER THREE (3), AND LOTS NUMBER FOUR (4), FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK NUMBER TWO (2), OF THE ND HACHAR INDUSTRIAL PARK, PHASE in the City, consisting of approximately 69.40 acres and more particularly described on Exhibit A.4 1-3 and Exhibit A.5 attached hereto and incorporated herein by reference.
13. **Year 1.** The words "Year 1" shall mean the calendar year immediately following the year in which the Project is completed; completion occurs when the Company has received all Certificates of Occupancy and has placed the Project into service or operation, but in no case shall Year 1 be no later than 2024.

ARTICLE III PROJECT REQUIREMENTS

COMPANY'S OBLIGATIONS. The obligation of the City to provide the Grant Payments to the Company shall be conditioned upon the Company's continued substantial compliance with and satisfaction of each of the following conditions set forth in this Agreement, as solely, reasonably, and finally determined by the City Council without recourse:

1. The Company estimates an aggregate investment amount of at least **\$100,000,000** (the "Project Investment") towards the construction and completion of the Project. The approximate estimated capital costs for the Project are **\$16,800,00 for the site and \$83,200,000 for completion of three (3) Class A distribution centers. Building sizes include 200,000 SF, 300,000 SF and 459,000 SF in a mix of rear-load and cross-dock configurations.** The expected estimated project investment capital costs, building plans and site plans are more specifically described in **Exhibit A.3** attached hereto and made part hereof for all intents and purposes.
 - A. The Project Investment estimates in the preceding paragraph are the Company's best available good faith estimates, however in order to ensure that the Project substantially meets the interest of the people to acquire direct or indirect benefits and to consolidate sustainable socio-economic development, the Company shall commit to invest at least fifty percent (50%) of the total Project Investment during the ten (10) year period of the Agreement. Should the actual investment after completion of the Project, as defined in "Year 1" above, amount to 50% or less of the estimated investment of \$100,000,000, the City shall have the option to modify or terminate this agreement. Any Project Investment condition that has been met for any Year will continue to be met throughout the term of Grant Period for such Project Investment condition for so long as the Total Taxable Assessed Value of the Project does not decrease by more than twenty percent (20%) after the initial satisfaction of the Investment Condition for Year 1, which (notwithstanding any provision in this Agreement to the contrary) Total Taxable Assessed Value for any year may include the increases in the "assessed value" for such year the capital investment necessary for the replacement of Business Personal Property.

The term "Total Taxable Assessed Value" for a particular tax year means the "assessed value" by Webb County Appraisal District (within the meaning of chapter 26 of the Texas Tax Code) for property tax purposes, of the land, improvements and personal property on the property for such tax year.
 - B. The Company is the owner of the Site at the time of application.
 - C. The Company ensures that Company and/or its tenant(s) will create and then maintain no less than the following aggregate number of new Full-Time Permanent Jobs at the Project during each year of the Grant Period (each, an "Employment Condition") to achieve compliance. **See Exhibit A.1.** The Company will ensure with its tenant(s) that the employer will be in compliance if it adds more jobs per year than required and achieves the cumulative or total number sooner than projected, however, the minimal cumulative levels must be maintained throughout the Grant Period.

Exhibit A.1 - Jobs Table

	New Full-Time Permanent Jobs	Cumulative Full-Time Permanent Jobs	Minimum Payroll at \$14.00 per position
Year 1	50	50	\$1.27M
Year 2	50	100	\$2.54M
Year 3	50	150	\$3.82M
Year 4	50	200	\$5.10M
Year 5	50	250	\$6.37M

The Company, following completion of the Project and commencement of operations, shall ensure that all new 250 employees filling a Full-Time Job by Company and/or its tenant(s) have the opportunity to enroll in health and or dental and vision insurances as provided by the employer and also be provided paid time off (sick and vacation) and options for retirement.

The Company, following completion of the Project and commencement of operations, shall provide that its tenant(s) will ensure that at least ninety percent (90%) of all employees filling a new Full-Time Job will be paid at a minimum rate of \$14.00 per hour, regardless of position. A positions and wage scale must be submitted to the City of Laredo Economic Development Department before the tenant begins operations at the facility.

- D.** The Project shall be developed at location described **Exhibit A.5** "Location Maps" (and any obligations described herein, related to such) shall be in accordance with the ordinances, rules, and regulations of the City, subject to any variances, approvals, and applicable laws authorizing the Project to vary from any such regulations.
- E.** The Company shall be subject to an audit (by the City or the City's third-party designee) annually in the month of October, or another month agreed to by the Company and the City of Laredo, for the term of this Agreement, in regard to the level of investment valuation (as assessed by the Webb County Appraisal District) number of employees, wages of employee positions created, filled and maintained, benefits and other applicable information pertaining to conditional requirements as set in this Agreement.
- F.** The Company shall not sell or lease any interest in the property to a member of the Laredo City Council, Planning & Zoning Commission or City officer as long as this Agreement is in effect.
- G.** The Company shall at all times comply with the City's building codes and zoning regulations in addition to all applicable rules, regulations, environmental laws, land use covenants and other restrictions of record.
- H.** The Company shall work with its tenant(s), which will be the primary employer, to maintain the fiscal and employment records and supporting documentation needed for Agreement compliance and for all expenditures of funds to be paid on behalf of Company under this Agreement and in a manner that conforms to this Agreement through the end of

the Agreement period; and records must be accessible to the City or its designee for annual compliance review in October or within 10 business days of request at any time.

- I. The City reserves the right to confirm Company's compliance with the terms and conditions of this Agreement. City will provide the Company with a written report of the findings. If the monitoring notes deficiencies in the Company's performance under terms of Agreement, the monitoring report shall include corrections for such deficiencies by Company and a reasonable amount of time in which to attain compliance.

2. **CITY'S OBLIGATIONS.** As consideration for the Company's performance of its obligations under this Agreement, during the Term of the Agreement, City shall provide Company the following:

GRANT PAYMENTS. An annual Grant Payment to the Company in the amounts, based on the Company's City of Laredo real property and personal property taxes as determined below (the "Grant Payment Formula") for Year the Company satisfies Performance Conditions. **See Exhibit A.2**

EXHIBIT A.2 – "Grant Payment Formula"

Term Year	New Full-time Jobs	Cumulative Full-time Jobs	Minimum hourly wage per position	Total Estimated assessed value: real property plus land	Percentage tax rebate of total valuation
YR 1	50	50	\$14.00	\$34.66 million	50%
YR 2	50	100	\$14.00	\$34.66 million	50%
YR 3	50	150	\$14.00	\$34.66 million	50%
YR 4	50	200	\$14.00	\$34.66 million	50%
YR 5	50	250	\$14.00	\$34.66 million	50%
YR 6	-	250	\$14.00	\$34.66 million	50%
YR 7	-	250	\$14.00	\$34.66 million	50%
YR 8	-	250	\$14.00	\$34.66 million	50%
YR 9	-	250	\$14.00	\$34.66 million	50%
YR 10	-	250	\$14.00	\$34.66 million	50%

- A. If the Company (a) fails to satisfy any of the Employment Conditions; or (b) does not demonstrate commitment to meet the Project Investment included in Article III, Section 1.A; or an Annual Certification is not found to be reasonably acceptable to the City, then no Grant Payment will be considered and Company would be considered non-compliant. If Company has been considered to be non-compliant during any Annual Certification of any Year for the Project, the City shall make good faith efforts and necessary arrangements to allow Company (60) days to cure conditions and undergo reassessment for compliance.

- B.** The Grant period shall commence on Year 1. The City will make the first Grant Payment after the full calendar year assessment and payment pursuant to the timeline described in the following Section C.
- C.** The Company shall pay to the City ad-valorem taxes assessed on the Land, Improvements, and Business Personal Property in each year prior to the beginning of the Grant Payment Period. Commencing at Year 1, the City will annually issue each Grant Payment to Company on or before the ninetieth (90th) day following the City receiving written notice, as provided herein, from the Company that such taxes have been paid in full. Prior to issuance of a Grant Payment, the City shall annually verify the Employment Conditions above. The written notice from Company to the City that relevant property taxes have been paid in full shall include a copy of the paid tax receipt or other proof such taxes have been paid.
- D.** The Company acknowledges the Total Assessed Value described herein is estimated based on the Project Investment and that the Taxable Assessed Value may rise or decline during the Grant Period. The Company shall retain the right to protest and/or contest such appraisals.

ARTICLE IV ANNUAL CERTIFICATION

- 1. ANNUAL CERTIFICATION.** Beginning October 1 of Year 1, and during the month of October of each calendar Year thereafter during the Term, the Company shall submit to a review for annual certification to meet compliance with each applicable term of the Agreement. Such annual certification shall include personnel records and other documents that show:
- Number of new jobs created
 - Number of cumulative jobs maintained
 - Employee benefits offered/used
 - Proof from Company of Total Assessed Value of project
 - Receipt of taxes paid
 - Other information relevant to the project's operation

If the Company fails to timely submit to an Annual Certification for a particular year, the City may give the Company written notice of its failure to timely submit, and the Company shall have thirty (30) calendar days from the date on which such written notice is given in which to submit to such annual certification.

ARTICLE V TERMINATION/RECAPTURE

- 1. ACTS TRIGGERING TERMINATION.** During the Grant Payment Period covered by this Agreement, the City may, subject to the notice provisions below, declare a default of this Agreement by the Company if the Company:
- A.** Refuses or neglects to comply with any of the terms of this Agreement; or

- B. Knowingly makes a representation that is false or misleading in any material respect to any of the terms of this Agreement; or
- C. Substantially fails to satisfy the Investment Conditions hereof such that in any Year of the Grant Payment period, or the Total Assessed Value is less than the minimum amount set for in Article, III (1)A; or
- D. Materially breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided below following written notice thereof by the City; or
- E. Company or its tenants cease conducting business during the Grant Payment Period at the Project for a period of six (6) months or more for any reason other than suspension due to fire, explosion, accident, natural disaster, pandemic (including without limitation, COVID-19 or similar communicable disease), or other casualty or act of God; PROVIDED THAT such cessation of business constitutes a default by Owner's tenant under the applicable lease agreement; or
- F. Fails to submit to City the Annual Certification as required by Article IV following notice of such failure; or
- G. Allows the ad valorem taxes due on the Project to become delinquent without timely and properly filing a protest under Chapter 41 of the Texas Property Tax Code; or
- H. By mutual written agreement of the parties.

2. **NOTICE OF TERMINATION.** In the event that the City makes a reasonable determination that the Company has defaulted under this Agreement, then City shall give Company written notice of such. Company shall have sixty (60) days following receipt of said written notice to reasonably cure such default or this Agreement may be terminated by the City. Notice of default shall be in writing and shall be attempted or delivered by certified mail to the Company at the address provided in Section VI of this Agreement. If default is not cured with sixty (60) days from the date of such notice (the "Cure Period") then the Agreement may be terminated at the City's sole option. However, in the case of default for causes beyond the Company's reasonable control and which cannot, with due diligence, be cured within such sixty (60) day period, the Cure Period may be extended in the City's sole discretion if the Company:

- A. Immediately upon receipt of such notice, advises the City of the reasons the default is beyond the Company's control and state Company's intention to institute all steps necessary to cure such default; and
- B. Institutes and thereafter carries to completion with reasonable dispatch all steps necessary to cure same.

3. **RECAPTURE.** Upon an event of default by the Company for failure to materially perform the terms of this Agreement, and the expiration of any applicable cure period, the City shall have the right to demand recapture from the Company for the total amount of any Grant Payment received by the Company for the Year in which the default occurred and all real property and personal property taxes shall accrue without abatement for all tax years thereafter. In the event that after completion of this Agreement prior to the expiration of any applicable statute of limitations, it is determined by the final and non-appealable ruling of outside

parties with jurisdiction of such determination, that the Project did not substantially meet the interest of Public Purpose as defined under Article III, Section 52 of the Texas Constitution, the City shall have the right to demand recapture from the Company for the total amount of any Grant Payment previously made by the Company, but only for those years which the applicable party with jurisdiction deems the Company to have been in default under the terms in this Agreement. Payment of recaptured Grant Payments shall become due one hundred twenty(120)days following receipt of such demand.

The right of the City to require recapture and demand payment, and the obligation of Company to repay such, shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any necessary litigation against the Company to pursue the City's remedy of recapture.

4. **EXCEPTION.** In the event, the Property, the Improvements and/or Business Personal Property are taken by the state or federal government through exercise of the power of eminent domain, this Agreement shall terminate to the extent the property is affected, however, the City shall not be entitled to recapture Grant Payments related thereto.

ARTICLE VI INDEMNIFICATION

1. **COMPANY COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RESULTING FROM OR RELATED TO THE COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF THE COMPANY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF THE COMPANY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
2. **COMPANY SHALL PROMPTLY ADVISE CITY, IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY AND RELATED TO OR ARISING OUT OF OWNER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT OWNER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE**

IN SUCH DEFENSE WITHOUT RELIEVING OWNER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

**ARTICLE VII
GENERAL PROVISIONS**

1. **NOTICE.** Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if, (a) placed in the United States Mail with postage prepaid, return receipt requested, properly addressed to such party at the address hereinafter specified; or (b) deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address hereinafter specified; or (c) emailed to the party at the email address hereinafter specified. Any notice mailed in the above manner shall be effective upon its deposit into the custody of the United States Postal Service or such nationally recognized delivery service, as applicable; all other notices shall be effective upon receipt. A party may designate a different address or email address by giving the other party ten (10) days written notice. All notices must be filed with the City Tax Assessor-Collector.

TO THE COMPANY: **Laredo Logistics Land, LLC.**
ATTN: David Diaz
1776 Peachtree St. NW
Atlanta, GA 30319
Email: ddiaz@tpa-grp.com

With copy to: Robert A. Saldaña
Attorney at Law
217 W. Village Blvd., Ste. 3
Laredo, Texas 78041
Email: robert@saldanalawfirm.com

And: Ellen W. Smith
1075 Peachtree Street N.E. | Suite 1500
Atlanta, Georgia 30309
Email: ellensmith@parkerpoe.com

TO THE CITY: **CITY OF LAREDO**
ATTN: Samuel Keith Selman
Interim City Manager
1110 Houston Street
PO Box 579
Laredo, TX 78042-0579

Email: sselman@ci.laredo.tx.us

- A. **APPROVAL.** This Agreement was approved by City Council Resolution No. 2022-R-052 on March 21, 2022, which specifically approved this Agreement and authorized execution hereof.
- B. **ASSIGNMENT.** If the Company decides to sell, assign or exchange the Project, Company may assign this Agreement without the consent of the City, so long as Company has

provided substantial documented proof that notice was issued to the Assignee that the Project is under Agreement with the City and the Assignee agrees to accept all duties and obligations of Company under this Agreement.

- C. AMENDMENT.** This Agreement may be terminated, changed, modified, or amended in whole or in part by mutual written agreement between the Parties, their successors or assigns and as approved by the governing body of the City. No amendment, modification, or alteration of the terms hereof shall be binding unless in writing dated subsequent to the date of this Agreement and duly authorized by the parties. The Company acknowledges that City Council approval is required for any of these actions.
- D. SEVERABILITY.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase or work herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase or word. In such event there shall be substituted for such deleted provision that is valid, legal and enforceable. This Agreement constitutes the entire Agreement between the parties related to the subject matter herein and supersedes all prior, oral or written agreements, commitments or understandings with respect to the matters provided for herein.
- E. EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, the Company agrees to not knowingly employ any undocumented workers and if convicted of a violation under U.S.C. Section 1324a(f) such action shall be an Event of Default and the Company shall be liable for repayment of taxes previously rebated and any other funds received by the Company from the City after the date of such violation. Such repayment shall be due within one-hundred and twenty (120) days after the date the Company is notified by the City of such violation. The Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Company or by a person with whom the Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which the Company enters into with any subsidiary, assignee, affiliate, or franchisee.
- F. COMPANY STANDING.** The Company, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and the Company shall be entitled to intervene in said litigation.
- G. GOVERNING LAW.** The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Laredo, Webb County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Webb County, Texas.
- H. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Company at no time will be acting as an agent of the City and that all consultants or contractors engaged by the Company respectively will be independent contractors of the Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with the obligations performed by the

Company respectively under this Agreement, unless any such claims are due to the fault of City.

- I. **ACCESS TO INFORMATION.** The Company agrees to provide the City access to information related to the during regular business hours upon reasonable notice. The City shall have the right to require the Company to submit any necessary information, documents, invoices, receipts or other records to verify the completion of the Project by Company. During the Term of this Agreement, Company shall allow designated representatives of the City access to the Facility during normal business hours and, upon notice to Company, to inspect the Facility and Business Personal Property to determine if the terms and conditions of this Agreement are being met, as long as City representatives are accompanied by Company's representative and as long as such inspections are conducted in such a manner as to: (i) not unreasonably interfere with the operation of the Facility; and (ii) comply with Company's reasonable securing requirements.
- J. **REMEDIES.** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- K. **HEADINGS.** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

EXECUTED ON FOLLOWING PAGE(S)

EXECUTED on this 24 day of May, 2022.

- **Laredo Logistics Land, LLC, a Delaware limited liability company**


By: Logistics Land Holdings, LLC, a Delaware limited liability company, its Sole Member

 _____ /DATE/ _____

Printed Name: Nathan P. Pramik

Position: Manager

- **FOR CITY OF LAREDO**

 _____ /DATE/ 5/24/22

Printed Name: Samuel Keith Selman

Position: Interim City Manager

- **ATTEST:**

 _____ /DATE/ 5/25/22
Jose A. Valdez, Jr.
City Secretary

APPROVED AS TO FORM:

 _____ /DATE/ 05/24/22
David Arredondo
Assistant City Attorney

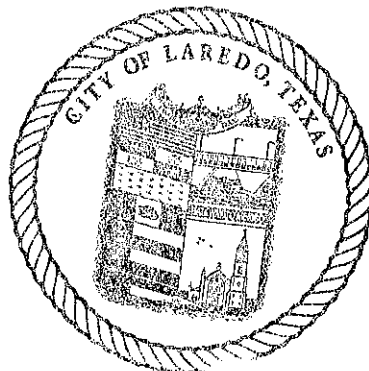


EXHIBIT A.3 – Estimated Capital Investment

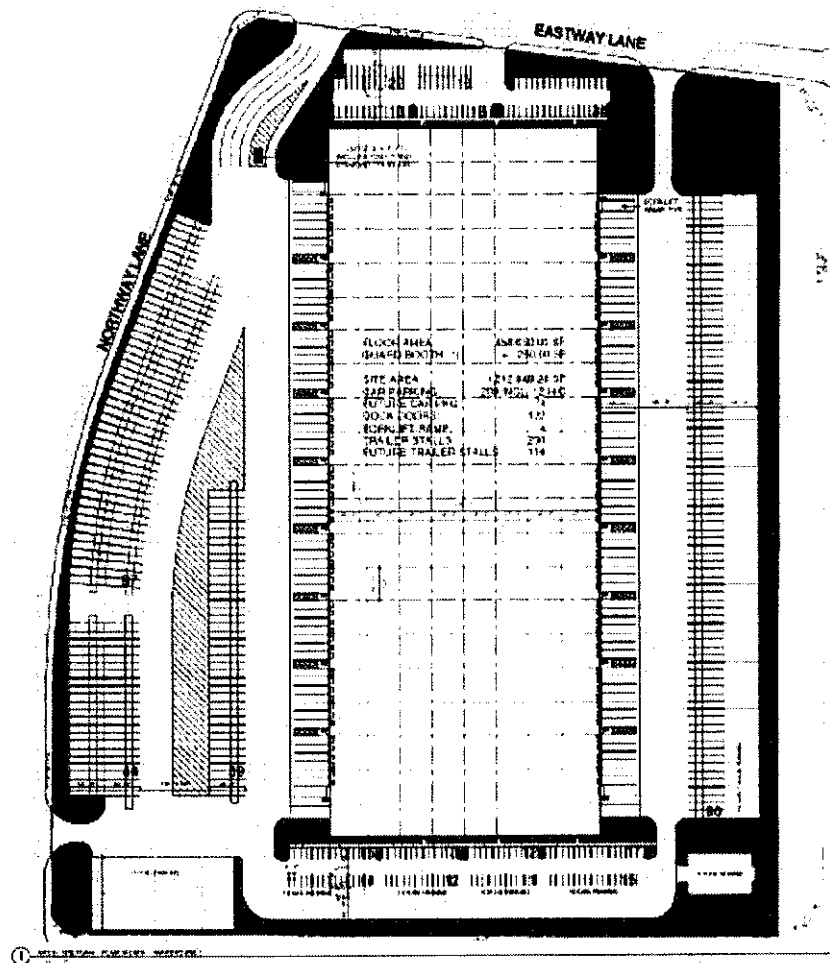
BUILDING I	
Land Purchase	\$ 8,000,000
Closing Costs	\$ 700,000
Diligence/Design & Permitting	\$ 400,000
Soft Costs	\$ 600,000
Hard Costs	\$ 35,000,000
Contingency	\$ 1,000,000
Interest Reserve	\$ 900,000
Operating Carry	\$ 200,000
TOTAL	\$ 46,800,000
BUILDING II	
Land Purchase	\$ 5,300,000
Closing Costs	\$ 600,000
Diligence/Design & Permitting	\$ 300,000
Soft Costs	\$ 400,000
Hard Costs	\$ 22,700,000
Contingency	\$ 700,000
Interest Reserve	\$ 600,000
Operating Carry	\$ 200,000
TOTAL	\$ 30,800,000
BUILDING III	
Land Purchase	\$ 3,500,000
Closing Costs	\$ 500,000
Diligence/Design & Permitting	\$ 200,000
Soft Costs	\$ 300,000
Hard Costs	\$ 16,800,000
Contingency	\$ 500,000
Interest Reserve	\$ 400,000
Operating Carry	\$ 200,000
TOTAL	\$ 22,400,000

TOTAL	
Land Purchase	\$ 16,800,000
Closing Costs	\$ 1,800,000
Diligence/Design & Permitting	\$ 900,000
Soft Costs	\$ 1,300,000
Hard Costs	\$ 74,500,000
Contingency	\$ 2,200,000
Interest Reserve	\$ 1,900,000
Operating Carry	\$ 600,000
TOTAL	\$ 100,000,000

Exhibit A.4 – Site Plan

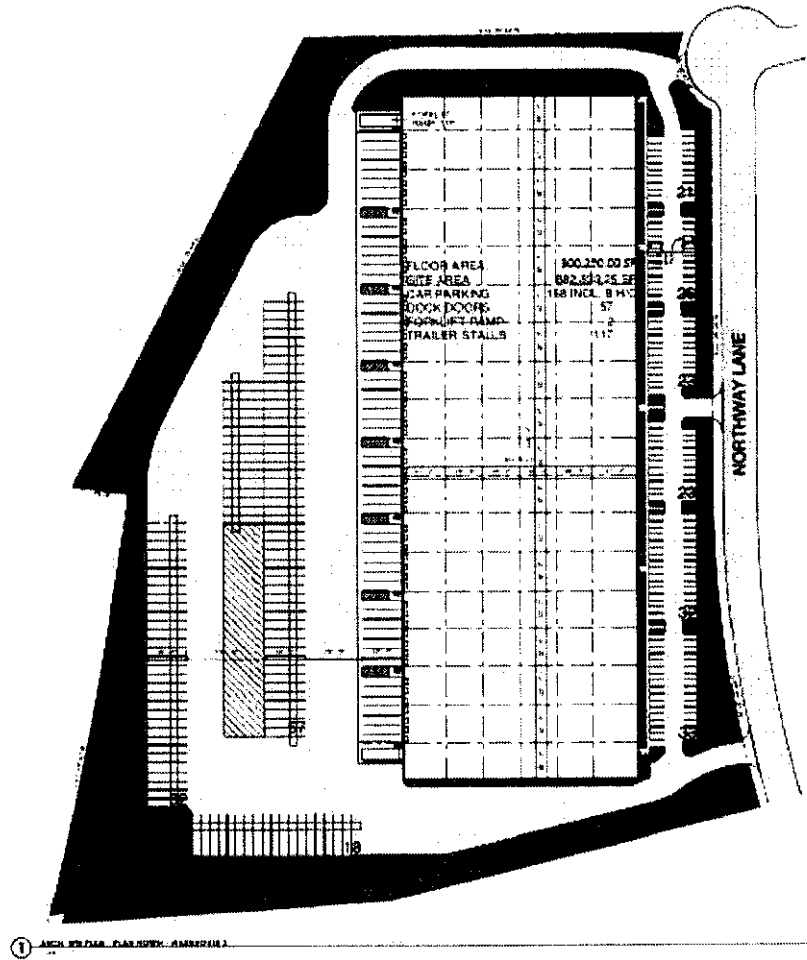
A.4.1

LAREDO LOGISTICS CENTER – PRELIMINARY BUILDING 1 SITE PLAN



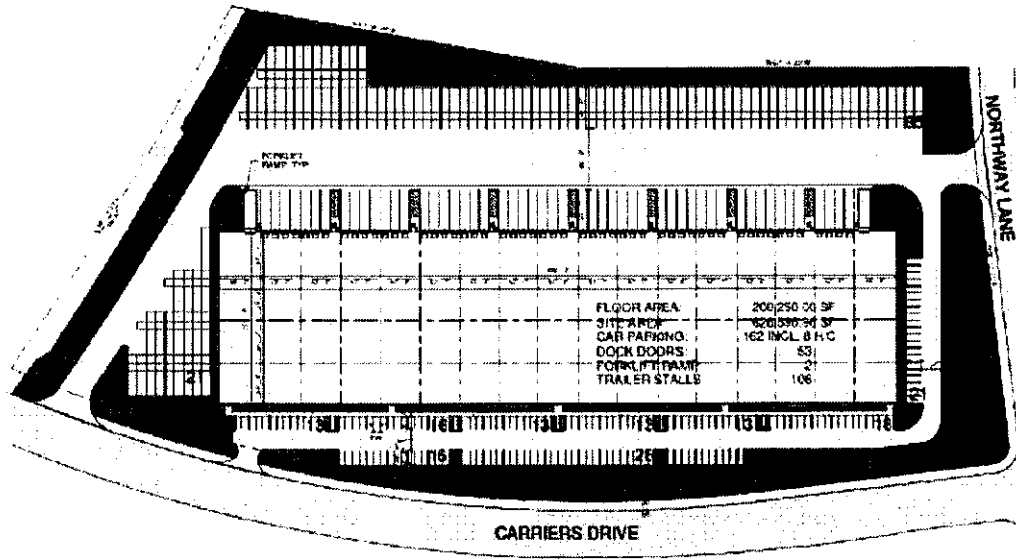
A.4.2

LAREDO LOGISTICS CENTER – PRELIMINARY BUILDING 2 SITE PLAN



A.4.3

LAREDO LOGISTICS CENTER – PRELIMINARY BUILDING 3 SITE PLAN



① - INCL. AREA, HANGAR, RAMP(S)

Exhibit A.5 – Location Site Map

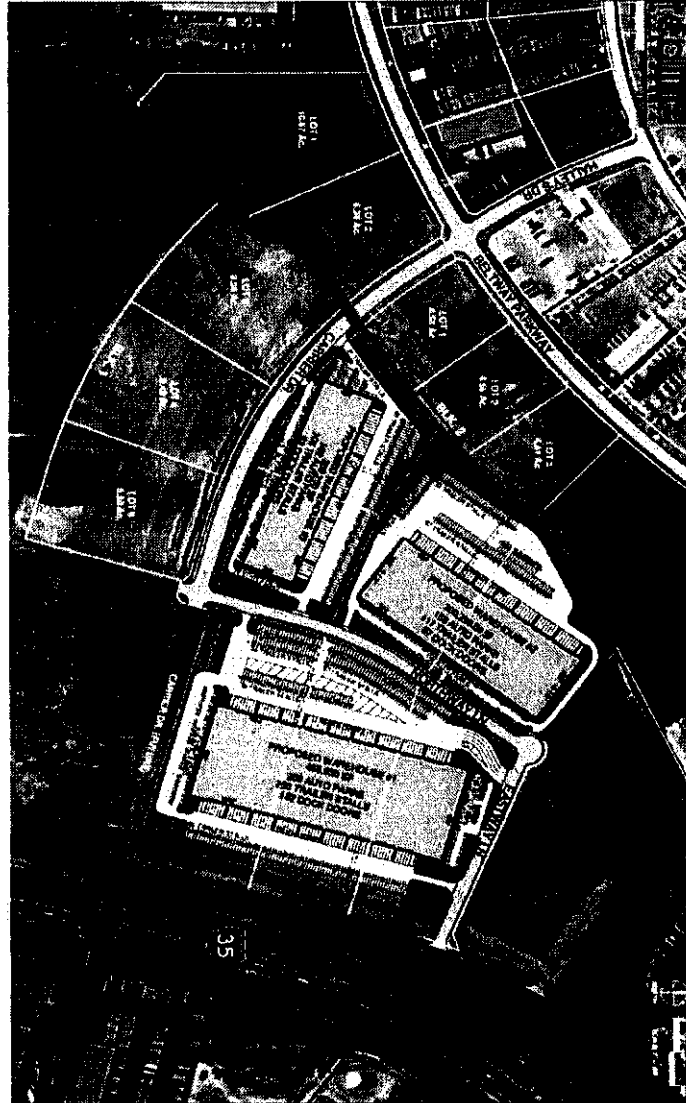


EXHIBIT A.6 — Legal Description

LEGAL DESCRIPTION

SITUATED IN WEBB COUNTY, TEXAS AND BEING THE SURFACE ESTATE ONLY OF LOTS NUMBER ONE (1), TWO (2), THREE (3), IN BLOCK NUMBER THREE (3), AND LOTS NUMBER FOUR (4), FIVE (5), SIX (6) AND SEVEN (7), IN BLOCK NUMBER TWO (2), OF THE ND HACHAR INDUSTRIAL PARK, PHASE 2, A SUBDIVISION SITUATED IN THE CITY OF LAREDO, AS PER PLAT RECORDED IN VOLUME 39, PAGES 20-22, WEBB COUNTY PLAT RECORDS.