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TAX ABATEMENT AGREEMENT BETWEEN
FORT BEND DRAINAGE DISTRICT, BCBP CRAVENS EAST, LP AND
BEST BUY WAREHOUSING LOGISTICS, INC.

This Tax Abatement Agreement, hereinafter referred to as “Agreement,” is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS**, hereinafter referred to as “District,” acting by and through its board of Directors and BCBP CRAVENS EAST, LP, a Texas limited partnership, and HPC-Seefried BB, LLC, a Delaware Limited Liability Company (whichever party holds ownership of the Property will hereinafter be referred to hereinafter as the “Owner”) of the Real Property located within the City of Missouri City Reinvestment Zone No. 15; and BEST BUY WAREHOUSING LOGISTICS, INC. hereinafter referred to as “Lessee,” of the Real Property located within the City of Missouri City Reinvestment Zone No. 15.

1. **Authorization:**

- a. This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the TEXAS TAX CODE as it exists on the effective date of this Agreement, and;
- b. The Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created by Fort Bend County Drainage District, Texas, were approved by the District on February 14, 2017. District has determined that the request for Tax Abatement presented by Owner and Lessee conforms to the criteria established in the Guidelines for Tax Abatement or that an deviation is hereby determined to be for good cause and therefore will be allowed; and
- c. No official of District has an interest in the property subject to this Agreement.

2. Definition:

As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The “Certified Appraised Value or Value” means the value certified as of January 1 of each year of this Agreement regarding the property within City of Missouri City Reinvestment Zone No. 15 by the FBCAD.
- b. “Real Property” means the approximate 36 acre tract of land described in Exhibit "B" attached hereto and incorporated herein for all purposes, and all Improvements currently located thereon, which tract of land is located within the Reinvestment Zone 15.
- c. “Improvements” means a new building to be used for office and distribution facility located in Reinvestment Zone No. 15 containing at least 500,000 square feet of floor space, and the interior improvements to such office, distribution and warehousing building and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the building, all as shown in Exhibit C, attached to and incorporated

into this Agreement by reference.

- d. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in the City of Missouri City Reinvestment Zone No. 15 designated for economic development purposes.
- e. "Abated Value" means the value of the Improvements subject to taxation after the appraised value is reduced by the percentage of abatement each year during the term of the Abatement.
- f. "Eligible Personal Property" means personal property including but not limited to inventory and equipment, located on the Real Property and not defined as Ineligible Property. Eligible Personal Property is subject to abatement as set forth in Section 5(c) below.
- g. "Ineligible Property" means the Real Property; improvements on the Real Property existing prior to the effective date of this Agreement; Real Property used primarily to provide retail sales or services to the public; Real Property used for residential purposes or with a productive life of less than 10 years; tangible personal property that the District classifies as supplies or furnishings; real or tangible personal property located in City of Missouri City Reinvestment Zone No. 15 prior to the effective date of this Agreement; or any other property for which abatement is not allowed by state law.
- h. "Owner" means BCBP Cravens East, L.P.
- i. "Lessee" means BEST BUY WAREHOUSING LOGISTICS, INC.
- j. "County" means the County of Fort Bend, Texas.
- k. "FBCAD" means Fort Bend Central Appraisal District.

3. Subject Property:

- a. The City of Missouri City Reinvestment Zone No.15 is an area located in Fort Bend County Drainage District, Texas, being legally described in Exhibit A attached hereto and incorporated herein for all purposes.
- b. The FBCAD has established the base year values for the subject property as of January 1, 2017.

4. Responsibility of Owner:

In consideration of receiving the tax abatement granted herein, Owner represents and agrees:

- a. That construction of the Improvements will commence without delay.
- b. That construction of the Improvements shall be completed on or before December 31, 2018, subject to further extension for force majeure as defined in Section 11 herein or unless otherwise agreed to in writing by the parties.
- c. That Owner shall provide the District's Tax Assessor/Collector a certified statement evidencing a minimum of \$20,000,000 in project costs with respect to the design, development and construction of the Improvements within sixty (60) days after completion of the Improvements.
- d. That Owner shall provide the District's Tax Assessor/Collector with a copy of the Certificate of Occupancy for the Improvements on or before December 31, 2018, subject to further extension for force majeure as defined in Section 11 herein. Owner's failure to timely present a copy of

the Certificate of Occupancy to District may result in a forfeiture of the tax abatement of tax year 2018.

- e. That the Certified Appraised Value of the Improvements on January 1, 2019, and on each and every January 1 thereafter that taxes are abated under this agreement's provisions must have a minimum value of \$20,000,000. Owner may from time to time during the term of this Agreement install additional improvements, and modify, remove or replace improvements as Owner may determine in their discretion. Failure to meet the requirements of this section will invalidate the tax abatement for the year this requirement was not satisfied.
- f. Owner will have the option to, but shall not be required to, participate in the continuing economic development process in Fort Bend County by becoming a Trustee Member (\$6,000/year dues) of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement. If Owner elects to become a member, Owner shall provide notice to Lessee.
- g. OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- h. OWNER SHALL BE RESPONSIBLE FOR REQUESTING AN ASSIGNMENT OF THIS AGREEMENT IN THE EVENT THE REAL PROPERTY THE SUBJECT OF THIS AGREEMENT IS SOLD, TRANSFERRED OR ASSIGNED. EXCEPT AS OTHERWISE PROVIDED HEREIN, ANY ASSIGNMENT IS NOT EFFECTIVE UNTIL APPROVED IN WRITING BY DISTRICT.
- i. That Owner has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- j. That Owner shall ensure that taxes on all property owned by Owner in Fort Bend County Drainage District are current. Delinquent taxes for any Fort Bend County Drainage District property owned by Owner is a default of Owner's obligations and will be grounds for termination regardless of whether the delinquent property is subject to an abatement, but subject to the notice and cure provision contained herein.
- k. Notwithstanding the foregoing, disputed taxes shall not be considered a default of Owner's obligations and shall not be grounds for termination under this Agreement unless such the sole purpose of such dispute is to delay or otherwise hinder the default of this Agreement. Owner shall comply with all Texas laws for disputing taxes in order to avoid a default of Owner's obligations under this Section.

5. Responsibility of Lessee:

In consideration of receiving the tax abatement granted herein, Lessee: represents and agrees:

- a. Lessee agrees that, on average, during each Tax Year during the Term of this Agreement, to own or control at least twenty million dollars (\$20,000,000) of Eligible Personal Property at the Real Property for each Tax Year from January 1, 2019, through December 31, 2028. The

District's Certified Appraised Value shall be used to determine the value of the Eligible Personal Property.

- b. LESSEE SHALL BE RESPONSIBLE FOR NOTIFYING THE FBCAD OF THE ABATEMENT, INCLUDING FILING WITH THE FBCAD ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.
- c. Lessee has, as of the effective date of this Agreement, the financial resources to implement the above representations.
- d. Lessee shall ensure that taxes on all property owned by Lessee in the Fort Bend County Drainage District are current. Delinquent taxes for any Fort Bend County Drainage District Property for which Lessee is obligated to pay taxes is a default of Lessee's obligations and will be grounds for termination regardless of whether the delinquent property is subject to an abatement.

6. Value and Term of Abatement:

- a. This Agreement shall be effective on the date executed by District and shall terminate (unless earlier terminated in accordance with the terms hereof) on December 31, 2028. In no event shall this Agreement extend beyond December 31, 2028.
- b. In each year that this Agreement is in effect, the amount of abatement shall be an amount equal to the percentage indicated below of the taxes assessed upon the Improvements.
- c. Subject to the limitations imposed by law and conditioned upon the representations outlined in Section 4 and Section 5 herein above, there shall be granted and allowed hereunder a property tax abatement for the following years and in the following amounts on the value of the Improvements and Eligible Personal Property:

Tax Year	Percentage Abatement
2019	65%
2020	65%
2021	65%
2022	65%
2023	65%
2024	65%
2025	65%
2026	65%
2027	65%
2028	65%

- 1) The abatement granted shall not apply to the value of the Real Property, increases in the value of the Real Property, Ineligible Property, , or supplies.
- 2) All Eligible Personal Property shall be placed and/or installed in accordance with applicable laws, ordinances, rules or regulations in effect at the time such Eligible Personal Property is placed and/or installed.

- 3) The FBCAD's determination of values shall be used to determine the value of the property subject to this Agreement. If Owner protests the FBCAD's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.
- 4) On or before September 1 of each year of this Agreement, Owner and Lessee shall each certify in writing to the Fort Bend County District Tax Assessor/Collector their compliance with each term of this Agreement.
- 5) Owner or Lessee may terminate this Agreement with thirty (30) days written notification to the District. Owner and Lessee shall not be entitled to a tax abatement for the year in which such termination is made. If taxes for the year of termination have been abated, the Owner or Lessee shall, with such notice, make payment to the District of any abated taxes for the year of termination with appropriate interest and penalty.

7. Taxability:

During the period that this tax abatement is effective, taxes shall be payable by the Owner as follows:

- a. The value of Real Property and Ineligible Property shall be fully taxable; and
- b. The Abated Value, as determined in the base year by the FBCAD, of the Improvements shall be fully taxable.

8. Event of Default:

- a. District may declare Owner or Lessee in default of this Agreement if: (1) Owner or Lessee fail to comply with any term of this Agreement or (2) Owner or Lessee allows District ad valorem taxes on any property owned in the District to become delinquent, even if the delinquent taxes are for a property not subject to an abatement or (3) Owner ceases operations on the Real Property for a continuous period of one hundred eighty (180) days before the expiration of the term of the Abatement without the prior written consent of the District, except that in the event of (i) a temporary shutdown of the facility, with assurance of the resumption of operations, for the purpose of facility modification, expansion, improvement, retooling or similar purpose, (ii) the facility is being actively marketed, the District shall not unreasonably withhold consent to a reasonable extension to such period to permit the sale of the facility to another operator, (iii) the closure of the facility pending settlement of insurance, casualty or condemnation claims or (iv) the closure of the facility due to inadequate or unacceptable raw water supply shall not constitute a vacating of or a cessation of operations on the Real Property under this Section 7(a)(3). Such exceptions are subject to further extension for force majeure as defined in Section 11 herein.
- b. District shall notify Owner and Lessee (as applicable) of any default in writing specifying the default. Owner or Lessee shall have sixty (60) days from the date of the notice to cure any default. If Owner or Lessee fails to

cure the default within ninety (90) days from receipt of notice, District may terminate this Agreement by written notice.

- c. If this Agreement is terminated by District under this Section 8, as District's sole and exclusive remedy, Owner or Lessee (as applicable) agrees that they are liable for and will pay to District within thirty (30) days of the termination of this Agreement:
 - i. The amount of all taxes abated during the term of this Agreement; and
 - ii. Interest on the abated amount at the rate provided for in the Texas Tax Code for delinquent taxes.
 - iii. Penalties on the amount abated in the year of default, at the rate provided for in the Texas Tax Code for delinquent taxes.
- d. District shall have a lien against the Real Property, Ineligible Property and Eligible Personal Property for the taxes and interest owed because of the recapture of taxes under this paragraph during the time period beginning on the date such payment obligation accrues and continuing until the date is paid.
- e. This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. Owner and any Lessee are prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, TEXAS GOVERNMENT CODE. If Owner or Lessee is convicted of a violation under 8 U.S.C. Section 1324a(f), the conviction shall be considered default of this Agreement, from which no cure provisions shall apply. In such event, District shall provide written notice to Owner and Lessee of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from District to Owner or Lessee. In the event of termination under this paragraph, Owner shall repay to District the amount of all property taxes abated under this Agreement, plus interest on the abated amount at the rate provided for in the TEXAS TAX CODE for delinquent taxes.

9. Administration and Inspection

- a. This Agreement shall be administered on behalf of the Fort Bend County Tax Assessor/Collector or her designee. Owner and Lessee shall allow employees or other representatives of District who have been designated by the Tax Assessor/Collector to have access to the Real Property (during normal business hours) during the term of the Agreement, subject to the rights of Lessee. All regular inspections shall be made only after two (2) business days prior notice and will be conducted in such a manner as not to unreasonably interfere with the construction or operation of the facility. A representative of Owner or Lessee may accompany the inspector. District shall cause each of its employees and representatives who conduct such inspections to abide by all of Owner's or Lessee's security, safety and operational rules (as the same may be amended from time to time), copies of which have been made available to District.
- b. Upon completion of the placement and/or installation of the Eligible Personal Property, District shall annually evaluate the Improvements and

any Eligible Personal Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Owner.

- c. The Chief Appraiser of the FBCAD shall annually determine (1) the taxable value under the terms of this abatement of the Improvements, and any Eligible Personal Property located on the Real Property and (2) the full taxable value without abatement of the Real Property, the Improvements, and any Eligible Personal Property located on the Real Property. The Chief Appraiser shall record both abatement taxable value and full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that is terminated in a manner that results in recapture of abated taxes.
- d. Owner and Lessee shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code, including payroll records, as may be necessary for the administration of the this Agreement. Such information, including payroll records, shall also be provided annually to the District Tax Assessor/Collector in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.

10. Assignment

- a. Neither Owner or Lessee may assign this Agreement without prior written consent of District. No assignment shall be effective or approved if District has declared a default hereunder which has not been cured or the assignee is delinquent in the payment of any ad valorem taxes owed to District. Approval shall not be unreasonably withheld.
- b. The District hereby consents to the assignment of this Agreement, in its entirety, by Lessor to HPC-Seefried I, LP, a Georgia Limited Partnership and/or Lessee, and notice thereof will be given to the District pursuant to Section 10(d) below.
- c. Any and all assignments shall contain the same terms and conditions as set out in this Agreement and shall be granted for the remaining term of the original Agreement only.
- d. Owner and Lessee shall provide notice to District within ninety (90) days of any sale or assignment of the Real Property subject to this Agreement.

11. Indemnity

It is understood and agreed between the parties that Owner and Lessee, in performing obligations hereunder, is acting independently, and District assumes no responsibilities or liabilities in connection therewith to third parties. **OWNER and LESSEE AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS DISTRICT AND THE FBCAD FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF OWNER'S OR LESSEE 'S BREACH OF ITS OBLIGATIONS HEREUNDER EXCEPT THAT THE INDEMNITY SHALL NOT APPLY TO THAT PORTION OF RESPONSIBILITIES AND LIABILITIES RESULTING FROM THE FAULT OR NEGLIGENCE OF DISTRICT OR TAXING UNITS, THEIR RESPECTIVE OFFICERS, AGENTS OR EMPLOYEES. OWNER'S AND LESSEE'S**

INDEMNIFICATION OBLIGATIONS INCLUDE THE PAYMENT OF REASONABLE ATTORNEYS FEES AND EXPENSES INCURRED IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, AND CAUSES OF ACTION WHICH ARE NOT DUE TO DISTRICT'S, THE DISTRICT'S OR THEIR REPRESENTATIVES' INTENTIONAL CONDUCT OR NEGLIGENCE. OWNER AND LESSEE SHALL BE RESPONSIBLE FOR ALL FEES INCURRED BY DISTRICT IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION SO LONG AS DEFENSE COUNSEL AND COURSES OF ACTION ARE DETERMINED SOLELY BY OWNER OR LESSEE (AS APPLICABLE). NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROHIBIT DISTRICT FROM INCURRING REPRESENTATION OF ANY SUCH CLAIM, SUIT OR CAUSE OF ACTION AND OWNER OR LESSEE (APPLICABLE) SHALL NOT BE RESPONSIBLE FOR ANY SUCH COSTS AND OR FEES SO INCURRED.

12. Force Majeure:

If by reason of force majeure, Owner or Lessee are unable to perform any obligation of this Agreement, it shall give notice of the force majeure to District in writing within thirty (30) calendar days after Owner or Lessee first becomes aware or should have become aware of the occurrence relied upon. By doing so, the obligation of Owner or Lessee, to the extent and for the period of time affected by the force majeure, shall be suspended. Owner or Lessee shall endeavor to remove or overcome the inability with all reasonable effort. For purposes of this provision, "force majeure" shall include, but not be limited to acts of God, landslides, lightning, earthquakes, hurricanes, storms, floods, or other natural occurrences; strikes, lockouts, insurrections, riots, wars or other civil or industrial disturbances; orders of any kind of the federal or state government or of any civil or military authority; explosions, fires, breakage or accidents to machinery, lines, or equipment, or the failure or lack of capacity of the wastewater system or water supply system; or any other cause not reasonably within the control of the Owner or Lessee.

13. District Approval:

This Agreement is conditioned entirely upon the approval of the Drainage District by the affirmative vote of a majority of the members present at a duly scheduled meeting of the District.

14. Compliance with State and Local Regulations:

This Agreement shall not be construed to alter or affect the obligations of Owner or Lessee to comply with any city ordinance or federal or state law or regulation.

15. Changes in Laws/Vested Rights:

The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement, but only the extent required by law to be enforceable and after giving Owner and Lessee all vesting, non-conforming and/or "grandfather" rights, contained in and applicable to this Agreement and allowed by law.

16. Miscellaneous:

- a. This Agreement and the rights and obligations of each party shall be construed and enforced under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

- b. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- d. Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.

17. Notices

- a. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been hand delivered or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and certified, return receipt requested, in a United States Post Office, addressed to District, Owner and Lessee at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) business days after the date of deposit in the United States Mail.
- b. Unless otherwise provided in this Agreement, all notices shall be delivered to Owner, Lessee or District at the following addresses:

To the Tax Assessor/Collector: The Honorable Patsy Schultz
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

To District: Fort Bend Drainage District
401 Jackson
Richmond, Texas 77469
Attention: County Judge

Copy to: Fort Bend County Attorney
401 Jackson
Richmond, Texas 77469

To Owner: BCBP CRAVENS EAST, LP
Attn: Tripp Rice, Vice President
510 Bering Drive, Suite 525
Houston, TX 77057

To: **Lessee**

BEST BUY WAREHOUSING LOGISTICS, INC.
7601 Penn Avenue South
Richfield, MN 55423
Attention: Legal Department – Real Estate

Copy Lessee:

Robins Kaplan LLP
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402-2015
Attention: Steven A. Schumeister, Esq.

- c. Any party may designate a different address by giving the other parties ten (10) days prior written notice thereof. Failure of Owner or **Lessee** to provide County Tax Assessor/Collector thirty (30) days notice of a change of address may result in termination of this Agreement.

18. Entire Agreement

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns. Attached hereto are (a) Exhibit A – City of Missouri City Ordinance No. _____ designating Reinvestment Zone No. 15 (b) Exhibit B - legal description of Real Property which are made part of this Agreement.

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18. Execution

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by District Owner and Lessee as of the dates below stated. All Parties warrant and represent that the individuals executing this agreement on behalf of each have full authority to execute this Agreement and bind each to the same.

“DISTRICT:”
**FORT BEND COUNTY
DRAINAGE DISTRICT**

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

“OWNER”

BCBP CRAVENS EAST, LP

By: BC Business Park GP, LLC,
its general partner

By: _____
Tripp H. Rice
Title: Vice President

ATTEST:

Date: _____

Printed Name: _____

‘Lessee’
BEST BUY WAREHOUSING
LOGISTICS, INC.

By: _____

Printed Name: _____

Title: Vice President

ATTEST:

Date: _____

Printed Name: _____