

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**TAX ABATEMENT AGREEMENT
BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT,
CCT SPARKLE FAMILY LIMITED PARTNERSHIP, AND WIRECO WORLDGROUP, INC.
(Rosenberg RZ 28)**

This Tax Abatement Agreement (“Agreement”) is executed by and between **FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS** (“District”), acting by and through its Board; **CCT Sparkle Family Limited Partnership** (“Lessor”), the owner of the Real Property; and **WireCo WorldGroup, Inc.** (“Lessee”), the owner/operator of the Eligible Property to be located within the City of Rosenberg Reinvestment Zone No. 28 to be effective as of the date the County signs this Agreement (the "Effective Date").

I. AUTHORIZATION:

- A. Fort Bend County Drainage District is authorized to provide Tax Abatement benefits in accordance with the State of Texas Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.
- B. Fort Bend County has adopted GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS and determined that this Lessee’s request for Tax Abatement conforms with those current Guidelines and Criteria; a copy of the County’s current Guidelines and Criteria is attached to this Agreement as Exhibit 5;
- C. Lessee first made Application for Abatement with County on or about November 25, 2025, for which the current Guidelines and Criteria specify such Application shall be controlled by the Guidelines and Criteria adopted on June 10, 2025 (which is incorporated by reference), except as may otherwise be noted;
- D. All Parties acknowledge and agree that Lessee is the applicant for this Agreement, Lessor is the owner of the Real Property described in the application and that Lessee is the recipient of any and all tax abatements and incentives attributable to the Property as a result of this Tax Abatement Agreement.
- E. City of Rosenberg Reinvestment Zone Number 28 was created on

November 2, 2025, in the accordance with Texas Tax Code, Chapter 312, and the Property subject to Tax Abatement under this Agreement is located within said Zone; a copy of the resolution designating Reinvestment Zone Number 28 is attached to this Agreement as Exhibit 2;

- F. Fort Bend County Drainage District is authorized under Texas Tax Code Section 312.206- to execute a Tax Abatement agreement with the owner of Eligible Property located on real property in a municipal created reinvestment zone;
- G. No official of District has an interest in the property subject to this Agreement;
- H. The County confirms that the public notice was posted by the County as in the place where legal notices are required to be posted as required by and in accordance with Texas Tax Code Section 312.207, and is attached as Exhibit 1 to this Agreement.
- I. Proper notice of the Drainage District's intent to enter into this Agreement has been provided to the presiding officers of each of the other taxing units levying taxes in the Reinvestment Zone not less than 7 days prior to the date on which this Agreement was approved by the Board; and
- J. Though Fort Bend County Drainage District Taxes will be partially abated during the Term of this Agreement, the following benefits will result, and which would not be secured without this Agreement:
 - 1. Lessee will locate this substantial capital investment in Fort Bend County Drainage District, rather than another County;
 - 2. The Project will result in a net increase in tax revenue for all taxing units within the Reinvestment Zone beginning in the first year of the Agreement— revenue that would not otherwise be available if the Project were located outside the jurisdiction;
 - a. The City of Rosenberg, the Fort Bend County General Fund, and the Fort Bend County Drainage District have agreed to a partial tax reduction to incentivize the Project, which will result in a reduced but still significantly increased tax yield for these entities compared to the current valuation of the property;
 - 3. All other taxing entities, including but not limited to the Lamar Consolidated Independent School District and the West Fort Bend Management District, shall receive the full taxable value of the Project

improvements without reduction, ensuring immediate and maximum fiscal benefit to those jurisdictions as a direct result of this Agreement; Lessee will remain operational for a minimum of 10 years in Fort Bend County Drainage District, for which County will assess taxes beginning the 11th year;

4. Drainage District's receipt of a Payment In Lieu of Taxes from Lessee results in a stable revenue stream for County and for which depreciation of the Project is controlled; and

II **DEFINITIONS:**

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

- A. "Abated Taxes" means all Ad Valorem taxes abated pursuant to this Agreement and as described in Texas Tax Code Chapter 312; whether in existence at the time this Agreement is executed or added during the Term of Agreement.
- B. "Abatement" means the full or partial exemption from ad valorem taxes of certain property located in a reinvestment zone designated for economic development purposes.
- C. "Abatement Period" means the ten-year period described in Paragraph IV(E) of this Agreement during which the Abatement will apply.
- D. "Base Year" means the Calendar Year in which the Effective Date occurs.
- E. "Certified Appraised Value," means the value certified as of January 1 of each year regarding the property within Reinvestment Zone No. [Zone Number] by the FBCAD.
- F. "District" means the Board of Fort Bend County Drainage District, Texas.
- G. "Effective Date" means the effective date of this Agreement, which shall be the later of the dates on which the County and Owner executes this Agreement.
- H. "Eligible Property" Improvements, equipment, and machinery eligible for Abatement under this Agreement, and further described in Section 3B below.
- I. "Employee" means a person whose employment is both permanent and full-time, who works for and is an employee of the Owner or an employee of a contract provider to the Owner, who is scheduled to work a minimum of 1,750 hours per year exclusively within the reinvestment zone and whose employment is reflected in the Owner's (and/or contract

provider's, as applicable) quarterly report filed with the Texas Workforce Commission (TWC); but excluding any seasonal, part-time, and full-time equivalent.

- J. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- K. "Improvements" are as identified in the Texas Tax Code Chapter One.
- L. "Lender" means any entity or person providing, directly or indirectly, with respect to the Project and Improvements any (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), or (b) tax equity financing. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- M. "Lessee" means WireCo WorldGroup Inc. ("WireCo") the entity leasing the Real Property and owning the improvements and tangible personal property (the "Eligible Property") and making application for Tax Abatement.
- N. "Lessor" means CCT SPARKLE FAMILY LIMITED PARTNERSHIP the legal owner of the Real Property described in the application and in Exhibit A.
- O. "Owner" means CCT SPARKLE FAMILY LIMITED PARTNERSHIP, the owner or lessee of the Real Property on which the Facility is or will be located and the owner of the Facility; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.
- P. "Personal Property" means property that is not Real Property and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share, account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.
- Q. "Project and Improvements" means Eligible Property meeting the definition for improvements or tangible personal property provided by Chapter I of the Texas Tax Code and includes, which are erected, expanded, or improved by Owner on the Property, and any sidewalks,

parking lots, outdoor lighting, landscaping and other improvements serve to serve the buildings or structures.

- R. "Real Property": The approximately 21.34-acres on which Lessee's tangible personal property is proposed to be located as described in Exhibit "One".
- S. "Reinvestment Zone" means a geographic area of the County designated as such for the purpose of Tax Abatement as authorized by Chapter 312 of the Texas Tax Code for purposes of this Agreement, the Reinvestment Zone shall be Fort Bend County Reinvestment Zone Number 30, attached as Exhibit 2.

III. PROJECT AND IMPROVEMENTS IN REINVESTMENT ZONE

- A. Lessee is proposing to construct 46,317 square feet of office and operations space on an approximate 21.34-acre tract of land located within the boundaries of City of Rosenberg Reinvestment Zone Number 28 described in Exhibit 2, attached hereto and incorporated herein for all purposes.
- B. The Eligible Property granted the Abatement under this Agreement shall mean and refer to the improvements, fixtures and equipment which are more particularly described in Lessee's detailed application for abatement which is attached to this Agreement as Exhibit 3 and that are installed in the County and in the Reinvestment Zone.
- C. The Project and Improvements will also include any other property in the Reinvestment Zone(s) owned or leased by Lessee meeting the definition of "Eligible Property" that is otherwise related to the facility or its operations, including specifically the equipment listed in this Agreement.
- D. Eligible Property must all meet the following General Requirements:
 - 1. Property must be located within the Reinvestment Zone
 - 2. Property must be eligible for Tax Abatement pursuant to Chapter 312 of the Texas Tax Code; and
 - 3. Any Improvements must meet the definition of an "improvement" or "tangible personal property" as provided in Chapter 1 of the Texas Tax Code, and
- E. Property must be constructed or added after the date this Agreement is approved by the Commissioners Court.

IV. RESPONSIBILITIES OF LESSEE (ELIGIBLE PROPERTY OWNER):

- A. Conditions of Abatement. The Abatement granted under this Agreement is expressly conditioned upon the following requirements. These conditions must be satisfied throughout the Term. Lessee's

compliance is subject to the notice and cure rights set forth in Article [X].

B. Performance Criteria

1. Construction and Completion

- a. Deadlines: Lessee shall commence construction of the Project no later than March 31, 2026, and shall achieve Commercial Operations no later than December 31, 2026.
- b. Extensions: The Director of Economic Opportunity and Development is authorized to grant one automatic extension of up to one (1) year for both the commencement and completion deadlines upon a written request from Lessee showing good cause.
- c. Certification: Upon achieving Commercial Operations, Lessee shall provide a formal certification letter to the Director of Economic Opportunity and Development.

2. Minimum Capital Investment

- a. Investment Amount: Lessee shall make a minimum capital investment in Eligible Property of at least **Five million three hundred sixty-four thousand ninety-five dollars** (\$5,364,095) by the completion of construction.
- b. Cost Certification: Within thirty (30) days of completing the Improvements, Lessee shall submit a certified statement of Total Project Costs (excluding land costs) to the Director of Economic Opportunity and Development.
- c. Audit Rights: The reserves the right to audit the certified Total Project Costs. Lessee agrees to cooperate fully with the County's agents or consultants during any such audit.

3. Employment Requirements and Performance

- a. For each year that taxes are abated under this Agreement, the Lessee will fully occupy and use the Improvements and Eligible Tangible Personal Property for the purposes set forth in the Lessee's Application for Tax Abatement, attached hereto as **Exhibit C** and incorporated herein by this reference. Such occupancy shall include on December 31, 2026, the maintenance of thirty-one (31) existing full-time employee positions located within the City, whether located inside or outside of the Reinvestment Zone and creation of forty-three (43) new full-time employees at an average wage of at least \$28.75 per hour, as defined in

Section 2, at the Property. In the event that the Lessee fails to create forty-three (43) new full-time employee positions at an average wage of \$28.75 per hour or more, then this Agreement shall terminate and no further tax abatement shall be provided.

<u>Effective Tax Year</u>	<u>New Full-Time Employees</u>
2027	21
2028	22
2029	0
2030	0
2031	0
2032	0
2033	0
2034	0
2035	0
2036	0

- b. Maintenance of Records. Lessee shall create and maintain accurate payroll records and employment rosters for all positions located at 504 Avenue H, Rosenberg, Texas, to be made available for Drainage District inspection upon request.
- C. For General Requirements
1. Compliance with Law: Lessee shall ensure all construction and operations conform to applicable regulations, ordinances, and permits. Failure to comply (or cure non-compliance) constitutes a material breach.
 2. Authorized Use: Use of the Real Property must remain consistent with the economic development purposes described in Exhibit 3.
 3. Appraisal District Filings: LESSEE IS SOLELY RESPONSIBLE FOR NOTIFYING THE FBCAD OF THIS ABATEMENT and filing all necessary applications or forms required by the State to qualify for the exemption.
 4. Annual Reporting: On or before September 1 of each year during the Abatement Period, Lessee shall submit the Annual Compliance

Statement (Exhibit 4) to the Fort Bend County Economic Development Office.

5. Tax Delinquency: Lessee must remain current on all ad valorem taxes owed to Fort Bend County Drainage District for any property it owns or leases. Delinquency on any such property is grounds for termination of this Agreement, regardless of whether that specific property is subject to this Abatement.
6. Assignment: Lessee is responsible for requesting a formal assignment of this Agreement in the event of a merger, sale, or transfer of operations. No assignment is effective without written Drainage District approval.

D. Obligations Following Abatement Period: Continued Operations: Following the Abatement Period, Lessee (including successors/assigns) agrees to maintain routine commercial operations for the remainder of the Term. The Project must operate at a capacity of not less than 90% of the average capacity recorded during the final year of the Abatement Period. If a court finds a breach of this covenant, the Drainage District is entitled to recapture all abated taxes.

IV. RESPONSIBILITIES OF LESSOR

- A. Conditions of Agreement. The cooperation of the Lessor in this Agreement is a material inducement for the Drainage District to grant the Abatement to the Lessee. Lessor agrees to comply with the following requirements throughout the Term of this Agreement.
- B. Tax Compliance: Lessor shall ensure all ad valorem taxes on the Real Property, and any other property owned by Lessor in the Drainage District, are paid before they become delinquent. Delinquency constitutes a default and grounds for termination of this Agreement.
- C. Access and Inspection: Lessor shall allow Drainage District representatives reasonable access to the Real Property (504 Avenue H) to verify improvements. Such inspections shall occur during normal business hours with at least twenty-four (24) hours' notice.
- D. Protest Rights: Nothing herein abrogates Lessor's right to timely protest property tax assessments under the Texas Tax Code.

V. TERM AND PORTION OF TAX ABATEMENT; TAXABILITY OF PROPERTY

- A. This Agreement is effective as of the date of execution hereof and shall continue through the last day of the fifteenth (15th) calendar year after the commencement of the Abatement Period (the "Term") unless

terminated earlier as provided elsewhere herein. In no event shall this Agreement extend beyond the last day of the Term. Subject to the limitations imposed by law and conditioned upon the representations and performance of Lessee, the Drainage District hereby grants a tax abatement to Lessee on Eligible Property . As acknowledged by Lessor, Lessee is the sole and rightful recipient of all tax abatements and incentives attributable to the Property. The Abatement shall be applied to the Certified Appraised Value of Eligible Property in the following percentages:

Effective Tax Year	% Abated
Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	0%
Year 10	0%

- B. Base Year Value. The Fort Bend Central Appraisal District (FBCAD) has established the Base Year value for all proposed Eligible Property as of January 1, 2025, which the Parties agree is \$3,485,706.
- C. Taxability of Property. The Parties agree that property in the Reinvestment Zone shall be taxable as follows:
 - 1. Ineligible Property: Any property not defined as "Eligible Property" shall be fully taxable at all times.
 - 2. Existing Property: The value of property existing in the Reinvestment Zone prior to the execution of this Agreement remains fully taxable.

3. Post-Abatement: Upon expiration of the 10-year Abatement Period, 100% of the Certified Appraised Value of all property shall be fully taxable for the remainder of the Term.
 4. Survival of Obligation: Lessee's obligation to pay the County any abated taxes, penalties, or interest resulting from a
- D. Abatement Period Commencement.
1. The Abatement Period shall be the ten-year period beginning on the earlier of (a) January 1 of the first calendar year after the date that the Project becomes commercially operational or (b) January 1 of the calendar year identified in a Notice of Abatement Commencement (as defined below) delivered by Lessee (with such calendar Year being "Year 1" of the Abatement Period) and ending upon the conclusion of ten full calendar years thereafter (which 10-year period shall constitute the Abatement Period).
 2. If Lessee, at its sole election, desires that the Abatement Period begin prior to January 1 of the of the first calendar year after the date that the Project becomes commercially operational, then Lessee may deliver a notice to the County and FBCAD stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Lessee, the Notice of Abatement Commencement shall contain the following statement: "Lessee elects for the Abatement Period to begin on January 1, 2027"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Lessee shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates that the Project will achieve commercial operations during the next calendar year. In order to be effective, the Notice of Abatement Commencement must be delivered on or before December 31 of the calendar prior to the calendar year identified as the first year of the Abatement Period in the Notice of Abatement Commencement.

VI. Administration

- A. This Agreement shall be administered in accordance with the GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS. This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria or is inconsistent with any provision

of the Guidelines and Criteria, the Guidelines and Criteria are deemed amended for purposes of this Agreement only.

- B. Fort Bend Central Appraisal District annually determines an assessment of the real and personal property comprising the reinvestment zone. Each year, Lessee shall furnish the FBCAD with such information as may be necessary for the Abatement. After value has been established, Fort Bend County receives the certified appraised value from the FBCAD. During the Abatement Period, County shall request that the FBCAD annually determine both (i) the Certified Appraised Value of the Eligible Property owned by Lessee in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of the Eligible Property owned by Lessee in the Reinvestment Zone. FBCAD shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records. The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement.
- C. Lessee and Lessor shall furnish the Chief Appraiser annually such information as provided for under Chapter 22 of the Texas Tax Code as may be necessary for the administration of this Agreement. Such information shall also be provided annually to the Director of Economic Opportunity and Development in preparation of its annual evaluation for compliance with the terms and provisions of this Agreement.
- D. Upon completion of the construction, placement and/or installation of the Eligible Property, Drainage District shall annually evaluate the Eligible Property to ensure compliance with the terms and provisions of this Agreement and shall report potential defaults to the Lessee.
- E. Lessee and Lessor shall allow employees or other representatives of Drainage District who have been designated by the Board to have reasonable access to the Real Property to ensure that the improvements or repairs are made according to the specifications and conditions of the Agreement.
 - i. Inspection shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility and in accordance with its safety standards;
 - ii. Twenty-four (24) hours prior notice shall be given; and
 - iii. One or more representatives of the Lessee or Lessor is present.

VII. Recapture/Default

- A. The Drainage District may declare a default if a Party violates any material term of this Agreement. If the Drainage District declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided below, or the Parties may modify the Agreement upon mutual agreement.
- B. Failure to Commence Operation During Term of Agreement: In the event that the Facility is not completed and does not begin operation by the January 1st following the deadline for completion of construction, no Tax Abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the Lessee of such a facility fails to begin operation by the next January 1st, then the Tax Abatement Agreement shall terminate and all abated taxes shall be recaptured and paid within sixty (60) days of such termination; however a credit in the amount of the Abatement received by Drainage District will be applied to the amount to be paid by Lessee. If the County does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.
- C. Discontinuance of Operations During Term of Agreement: In the event the Project is completed and begins operation but fails to continue commercial operations through the end of the Term in compliance with Paragraph (V)(D)(1) for any reason except on a temporary basis due to fire, explosion or other casualty or accident or natural disaster, the Agreement may be terminated by the Drainage District and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days from the date of termination; however a credit in the amount of the Abatement received by Drainage District will be applied to the amount to be paid by Lessee. If the Drainage District does not receive full payment within said 60 days, a penalty may be added equal to 15% of the total amount abated.
- D. Delinquent Taxes: In the event that the Lessee or Lessor allows any ad valorem taxes to become delinquent on any property in the Drainage District (whether abated or not) and fails to timely and properly follow the legal procedures for their protest and/or contest, the Abatement for the calendar year during which the delinquency occurred shall be forfeited, and the total taxes assessed without Abatement for that tax year shall be paid within sixty (60) days from the expiration of the cure period allowed to Lessee by Paragraph VII(H) below; however a credit in the amount of the Abatement received by Drainage District will be

applied to the amount to be paid by Lessee. If the Drainage District does not receive full payment within said 60 days, a penalty may be added equal to 15% of the total amount abated.

- E. Performance Criteria: In the event that the Lessee or Lessor fails to meet any other performance criteria provided by the Tax Abatement Agreement, including the failure to pay an Annual PILOT, the Drainage District may terminate this Agreement and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days from the date of termination; however a credit in the amount of the PILOT received by Drainage District will be applied to the amount to be paid by Lessee. If the County does not receive full payment within said 60 days, a penalty may be added equal to 15% of the total amount abated.
- F. Actual Capital Investment: Should Fort Bend County Drainage District determine that the total level of capital investment in the Eligible Property is lower than required in the Agreement, the County, at its sole discretion, reserves the right to adjust the Tax Abatement percentage to reflect the actual capital investment as determined.
- G. Undocumented Workers. This paragraph is required by Chapter 2264, Texas Government Code and governs over any conflicting provisions of this Agreement. Lessee and Lessor are prohibited from knowingly employing undocumented workers as that term is defined in Section 2264.001, Texas Government Code. If Lessee or Lessor 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, County shall provide written notice to Lessee of the default and this Agreement shall automatically terminate on the 30th day after the date of the notice of default from Drainage District to Lessee. In the event of termination under this paragraph (d), Lessee shall repay to Drainage 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.
- H. Procedure for "other" default, not specified herein:
 - 1. For a default described in C, D, and E of this Section VII or a default of any other requirement of this Agreement not specifically identified in this Section "Recapture and Default," Drainage District will deliver written notice to the defaulting party. The party shall have sixty (60) days from the date of the notice to cure the default prior to County being permitted to exercise any of its remedies in this Agreement.
 - 2. If the Party fails to cure the default. Drainage District may

terminate this Agreement by written notice. Any default notice issued in accordance this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND ACTION TO RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

- I. Lessee's obligations upon termination to pay Drainage District monies owed for taxes abated interest and penalties thereon shall survive termination of this Agreement, and the County shall have a lien against the Lessee's Property and any improvements or tangible personal property located thereon for the monies owed until paid.
- J. For the Lessee events of default described in B, C, D, and E of this Section VII, the County shall be limited to the remedies set out in this Section VII above.

VIII. Notice

- 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, deposited with a nationally recognized overnight courier, 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 Drainage District and Lessee and 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. Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that any notice required to be given under the provisions of this Agreement may be made by e-mail alone or in addition to other methods for giving notice provided for herein.
- C. Unless otherwise provided in this Agreement, all notices shall be

delivered to Lessee or County at the following addresses:

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

With a copy to: Fort Bend County
Attn: Director of Economic
Opportunity & Development
301 Jackson
Richmond, Texas 77469

Lessee: WireCo Worldgroup, Inc.
Attn: Ben Lyles
504 Avenue H
Rosenberg, TX 77471
Email: benlyles@wireco.com

Lessor: CCT Sparkle Family Limited Partnership
Attn: Max Goodman
2110 Heritage Lane
Richmond, TX 77406
Email: maxg1945@earthlink.net

D. Any party may designate a different physical mailing or e-mail address by giving the other parties sixty (60) days prior written notice thereof.

XI. INDEMNITY

- A. **Independent Capacity.** It is understood and agreed between the parties that in performing their respective obligations hereunder, both Lessee and Lessor are acting independently. The Drainage District assumes no responsibilities or liabilities in connection therewith to third parties.
- B. **Joint and Several Indemnity.** LESSEE AND LESSOR (COLLECTIVELY, THE "INDEMNIFYING PARTIES") AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND THE FORT BEND CENTRAL APPRAISAL DISTRICT (FBCAD) FROM ANY AND ALL CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT

OF A BREACH OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

- C. SCOPE OF OBLIGATIONS. THE INDEMNIFICATION OBLIGATIONS OF THE LESSEE AND LESSOR INCLUDE, BUT ARE NOT LIMITED TO:**
 - 1. THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES INCURRED BY THE COUNTY IN THE DEFENSE OF ANY SUCH CLAIMS, SUITS, OR CAUSES OF ACTION.**
 - 2. RESPONSIBILITY FOR ALL COSTS AND FEES INCURRED BY THE COUNTY RELATED TO THE DEFENSE OF THIRD-PARTY CLAIMS ARISING FROM THE INDEMNIFYING PARTIES' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.**
- D. D. CONSTITUTIONAL LIMITATIONS. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE COUNTY'S AUTHORITY TO INDEMNIFY AND HOLD HARMLESS ANY THIRD PARTY IS GOVERNED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. ANY PROVISION THAT PURPORTS TO REQUIRE INDEMNIFICATION BY THE COUNTY IS INVALID, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO REQUIRE THE DRAINAGE DISTRICT TO INCUR DEBT OR CREATE A SINKING FUND.**

XII. Representations

- A. The Drainage District hereby warrants and represents that (i) this Agreement was authorized by an order of the Commissioners Court adopted on the date recited above authorizing the County Judge to execute this Agreement on behalf of the County, and (ii) The County has made and will continue to make all required filing with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.
- B. Lessee and Lessor hereby warrant and represent to the Drainage District:
 - 1. Each is a limited liability company in good standing under the laws of its state of organization and authorized to do business in the State of Texas; or in the case of a permitted assignee of this Agreement, that such assignee is authorized to do business in the State of Texas.
 - 2. Neither is not in default in the payment of any taxes owing to the federal, state or any local governmental units.

3. That the officer of each Party signing this Agreement is properly authorized to enter into this Agreement and bind the Party to the terms thereof and is thereby authorized to perform all covenants undertaken by the Party pursuant to this Agreement.
4. That there is no operating agreement, certificate of formation provision, or agreement between Lessee and any third party which in any way limits a Party's authority to enter into this Agreement and perform all covenants and agreements set forth herein.
5. That none of the tangible personal property that is intended to be a part of the Improvements located within the Reinvestment Zone is located within the Reinvestment Zone as of the effective date of this Agreement.

XIII. General Provisions:

A. Assignments.

- a. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be transferred or assigned only upon written permission by County, which permission shall not be unreasonably withheld. No assignment shall be approved if the assignor or assignee is indebted to the District for ad valorem taxes or other obligations.
- b. The Parties may, without obtaining the District's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project and Improvements to a Lender for the purpose of financing the operations of the Project and Improvements or constructing the Project and Improvements or acquiring additional equipment following any initial phase of construction. The Parties encumbering its interest in this Agreement may include an assignment of Lessee's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Lessee takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If the Party provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Lessee at the same time that the Notice is

delivered to Lessee. If the Party does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement. Any assignment of the agreement of Lender shall comply with the assignment provision outlined in Section XIII.

- B. Changes in Tax Laws. 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.
- C. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of Lessee to comply with any ordinance, rule, or regulation or law.
- D. Public Information. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with the Texas Government Code Chapter 552, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
- E. Severability and Reformation.
 - 1. Unless the court applies subsection (ii), if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.
 - 2. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.
- F. Venue: 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 Drainage District, Texas.

XIV. Entire Agreement.

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive

statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Attached hereto are:

<u>Exhibit 1</u>	<u>Required Notice</u>
<u>Exhibit 2</u>	<u>RZ ORDER and legal description of Real Property (land) comprising the Reinvestment Zone (including Attachment A to this Exhibit);</u>
<u>Exhibit 3</u>	<u>Application</u>
<u>Exhibit 4</u>	<u>The Annual Compliance Certificate</u>
<u>Exhibit 5</u>	<u>Drainage District's Guidelines and Criteria</u>

[All of which are made part of this Agreement.](#)

XV. Conflict

Conflicts among documents shall be resolved in favor of:

First	Exhibit 1	RZ ORDER and legal description of Real Property (land) comprising the Reinvestment Zone (including Attachment A to this Exhibit);
Second	N/A	This document titled TAX ABATEMENT AGREEMENT between FORT BEND COUNTY DRAINAGE DISTRICT and WireCo WorldGroup, Inc. (Lessee) CCT Sparkle Family Limited Partnership (Lessor) Rosenberg Reinvestment Zone Number 28

XVI. EXECUTION

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by all Parties as of the dates below stated. Lessee warrants and represents that the individuals executing this agreement on behalf of a Party have full authority to execute this Agreement and bind to the same.

COUNTY
FORT BEND COUNTY DRAINAGE DISTRICT


By: _____
KP George, County Judge

ATTEST:


Date: _____

Laura Richard, County Clerk

WireCo WorldGroup, Inc.
LESSEE

By:  _____
Daniel Vinton
Date: March 17, 2026

CCT Sparkle Family Limited Partnership
LESSOR

By:  _____
Date: 3-19-2026

APPROVED AS TO LEGAL FORM:

Michelle Turner

Michelle L. Turner
First Assistant County Attorney
County Attorney Office*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney.

County's Original executed document
to be returned to:

Economic Development Office
ATTN: Director of Economic Opportunity and Development
Address:

i:\michelle\econ develop office\abatements\2026\wireco tripartite agreement draft jw 1.28 mlt 1.28.docx

EXHIBIT 1

PUBLIC NOTICE OF A MEETING AT WHICH THE FORT BEND COUNTY DRAINAGE DISTRICT WILL CONSIDER THE APPROVAL OF A TAX ABATEMENT AGREEMENT OR MODIFICATION OF AN AGREEMENT WITH A PROPERTY OWNER

NOTICE IS HEREBY GIVEN THAT A TAX ABATEMENT AGREEMENT WILL BE PRESENTED TO THE FORT BEND COUNTY DRAINAGE DISTRICT FOR APPROVAL AT AN UPCOMING REGULAR MEETING OF THE FORT BEND COUNTY DRAINAGE DISTRICT WHICH WILL BE HELD NO SOONER THAN 30 DAYS FROM THE DATE THIS NOTICE WAS FILED WITH COUNTY CLERK.

THE MEETING LOCATION WILL BE AS FOLLOWS: FORT BEND COUNTY COMMISSIONERS COURT SECOND FLOOR, FORT BEND COUNTY COURTHOUSE 401 JACKSON STREET, RICHMOND, TEXAS

**INFORMATION REQUIRED PER TEXAS TAX CODE SECTION 312.207 (C) (1) – (4):
FOR THE TAX ABATEMENT AGREEMENT TO BE PRESENTED APPEARS BELOW:**

The name of the property owner and the name of the applicant for the new or modified tax abatement agreement:	CCT Sparkle Family Limited Partnership, being the property owner, and WireCo Worldgroup, Inc., being the applicant lessee
Agreement Type (Original or Amended)	Original
The name and location of the reinvestment zone in which the property subject to the agreement is located:	City of Rosenberg Reinvestment Zone No. 28 in Precinct 1, Fort Bend County
A general description of the nature of the improvements or repairs included in the agreement:	Expansion and modernization of existing 100,000 square foot facility, including fixed machinery and equipment, with the addition of approximately 46,000+ square feet for expanded operations and additional office space.
The estimated cost of the improvements or repairs:	\$6,629,239
¹ Additional significant Project Details or Values/Costs:	N/A

This public notice is being posted at least 30 days before the scheduled time of the meeting. The actual date and time the Abatement will be considered will be posted on the Commissioners Court Agenda in the manner required by Chapter 551, Government Code. This 30-Day notice does not replace any notice required for Open Meetings under Texas Government Code Section 551 but is in addition to any other notice required by law. If further information is needed, please contact the County Economic Opportunity & Development office at 346-481-6911.

Notice of meeting/agenda was filed with the County Clerk on _____, by _____ at least 30 days prior to the regular notice required by Texas Government Code 551. An electronic version of this notice is also posted in the Fort Bend County website:

<https://www.fortbendcountytexas.gov/government/departments/county-clerk/legalnotices>



Company Name	Reviewer Name	Date Reviewed
Wireco World Group, Inc	██████████	1-13-26

This information is being provided in addition to the Information required by Section 312.207, but is not required by the notice statute.

EXHIBIT 2

RESOLUTION NO. R-4000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF ROSENBERG, TEXAS, CCT SPARKLE FAMILY LIMITED PARTNERSHIP, AND WIRECO WORLDGROUP, INC.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Tax Abatement Agreement (Agreement) between the City, CCT Sparkle Family Limited Partnership, and WireCo Worldgroup, Inc.

Section 2. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

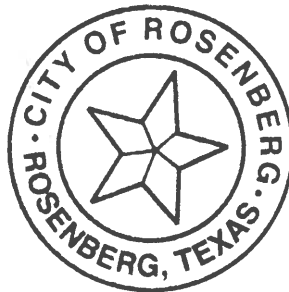
PASSED, APPROVED, AND RESOLVED this 2nd day of December 2025.

ATTEST:

APPROVED:

Jenny Carranza ^{Assistant} *city secretary*
Danyel Swint, TRMC, CITY SECRETARY

William T. Benton
William T. Benton, MAYOR



**TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF ROSENBERG, TEXAS, AND CCT SPARKLE FAMILY
LIMITED PARTNERSHIP, & WIRECO WORLDGROUP, INC.**

This tax abatement agreement (the "**Agreement**") is made between the **City of Rosenberg, Texas** (the "**City**"), a municipal corporation of the State of Texas, and **WireCo Worldgroup, Inc.**, a Delaware Corporation ("**Lessee**") and **CCT Sparkle Family Limited Partnership**, a Texas Limited Partnership (the "**Owner**").

1. Authorization and Findings. This Agreement complies with and is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended. The City's city council finds that:

- A. The City has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law and the Owner's request for tax abatement conforms to those Guidelines and Criteria; and
- B. The City has created Reinvestment Zone No. 28 in accordance with Texas Tax Code, Chapter 312, and the Property subject to tax abatement under this Agreement is located within said Zone; and
- C. The Property for which abatement is granted in this Agreement is not owned or leased by a member of the City's city council or the planning and zoning commission; and
- D. The City's city council approved this Agreement by an affirmative vote of a majority of its members at a regularly scheduled council meeting.

2. Definitions. In this Agreement: Undocumented Workers. The Owner covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "**undocumented worker**" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. The Owner understands and agrees that if the Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner will reimburse the City, in accordance with the formulas hereinafter set forth, the total amount of any payment or incentive made to, or on behalf of, the Owner, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the conviction and City's notification of the Owner of the exercise of the Owner's reimbursement obligation. The Owner agrees to allow the City, upon request, access to information necessary to ensure compliance with this Agreement. The Owner further understands and agrees that if the Owner is in default of any obligation under this Agreement, the Owner will reimburse the City in accordance with the formulas set forth in this paragraph, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the City notifies the Owner of the default, if the default has not been cured by that date.

The reimbursement will be amortized with an amount equal to ten percent (10%) of the cost to the City credited to the Owner per year. Notwithstanding any contrary provisions contained herein, the Owner shall be entitled to one hundred twenty (120) days prior written notice and opportunity to cure such default prior to the City's taking any action for implementation of any reimbursement remedy. The Owner also agrees to reimburse the City for any and all reasonable attorney's fees and costs incurred by the City as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable within one hundred twenty (120) days after the Owner receives written notice of its failure to cure such default or violation hereof.

Certified Appraised Value means the appraised value of the Property, Improvements, Eligible Tangible Personal Property, or Ineligible Tangible Personal Property, as applicable, as certified by the Fort Bend Central Appraisal District.

City means the City of Rosenberg, Texas.

City manager means the City's city manager or any person designated or authorized to act for the city manager.

District means the Fort Bend County Central Appraisal District.

Eligible Tangible Personal Property means fixed machinery, equipment, and process units erected, placed, or located by Owner on the Property, designed, intended, and used as an integral part of the manufacturing processes or headquarters function on the Property, but excluding Eligible Tangible Personal Property that was located on the Property at any time prior to the date of the Agreement, and also excluding Eligible Tangible Personal Property which was taxable by the City while owned by the Lessee or by the Owner at any time prior to the date of execution of this Agreement.

Employee means a person employed by the Lessee, or a third party, exclusively at the Property in support of the Lessee's operations. Full time employees are defined as an individual eligible to receive benefits as a full time employee of the company under its employment policies. The Lessee's employees' compensation shall include a benefits package containing any benefits then offered to Lessee's employees in similar positions.

Improvements means buildings and structures (or portions thereof) and other improvements, which are erected, expanded or improved by Owner on the Property, and any sidewalks, parking lots, outdoor lighting, landscaping and other improvements to serve the buildings or structures.

Ineligible Tangible Personal Property means tangible personal property other than Eligible Tangible Personal Property, including, but not limited to, inventory, supplies, tools, and furnishings; rolling stock, railroad cars, trucks, aircraft, or any other vehicles that are intended to be means of transportation of equipment; raw materials or any other products or services whatsoever; and other forms of moveable personal property which

are not intended or used as an integral part of the research and development, manufacturing or distribution processes of the Lessee or of the Owner on the Property.

Lessee means WireCo Worldgroup, Inc., the entity that has entered into lease options on the Property for use in the manufacturing of wire rope, synthetic rope, specialty wire, electromechanical cable, synthetic yarns, and engineered products to serve heavy-duty and technical applications across various industries.

Owner means CCT Sparkle Family Limited Partnership, the entity that owns the real property on the date taxes are abated under this Agreement or any other person or entity to which this Agreement is assigned in accordance with this Agreement.

Property means the approximate 21.34-acre tract of land described on **Exhibit A** attached hereto and is located in Reinvestment Zone 28.

Reinvestment Zone means that certain area qualifying for tax abatement pursuant to the Guidelines and Criteria for Granting Tax Abatement in the City of Rosenberg, Texas, and City of Rosenberg Ordinance No. 2025-34, a copy of which is attached hereto as **Exhibit B** and incorporated herein for all purposes.

3. Tax Abatement. Subject to this Section 3, limitations imposed by law, and conditioned on the Responsibilities of the Lessee and of the Owner outlined in Section 4 herein below, there shall be granted and allowed hereunder to the Lessee a property tax abatement at the rates and for the Effective Tax Years described below on the Eligible Tangible Personal Property installed, improved or expanded on the Property for which the Lessee is liable; and to the Owner a property tax abatement at the rates and for the Effective Tax Years described below on the Improvements constructed, installed, improved or expanded hereunder on the Property; which abatement shall be applied to the extent to which the Certified Appraised Value of the Improvements and Eligible Tangible Personal Property for each applicable year exceeds the Certified Appraised Value of the Improvements and Eligible Tangible Personal Property for the year in which this Agreement is executed.

For the Improvements on the Property generally identified in **Exhibit A**, and further described as 46,317 square feet of office and operations space to be constructed on or before December 31, 2026, as well as any future improvements constructed at or on the Property by the Owner during the term of this Agreement, there shall be granted and allowed a property tax abatement on the Improvements and Eligible Tangible Personal Property at the following rates:

<u>Effective Tax Year</u>	<u>% Abated</u>
2027	75%
2028	75%
2029	75%
2030	75%

2031	50%
2032	50%
2033	50%
2034	50%
2035	0%
2036	0%

The property tax abatement granted and allowed hereunder shall extend only to all real and personal property ad valorem taxes assessable on the Owner's Improvements and the Lessee's Eligible Tangible Personal Property, as constructed, installed, or expanded, and is not granted or allowed on Ineligible Tangible Personal Property located on the Property; the Certified Appraised Value of the Property and the Ineligible Tangible Personal Property located on the Property shall be fully taxable.

4. Responsibilities of the Owner and of the Lessee. In consideration of receiving the tax abatement granted herein, the Owner agrees that:

A. Responsibilities of the Owner

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

1) Improvements: The Improvements will:

- i. be completely constructed and installed on or before December 31, 2026; and
- ii. have a Certified Appraised Value of not less than Five Million Three-Hundred Sixty-Four Thousand Ninety-Five Dollars (\$5,364,095), or the Owner shall make a payment in lieu of taxes to the City of Rosenberg equal to the difference in the actual amount of taxes paid and seventy-five percent (75%) of the value of the City's tax rate for the current year; and
- iii. be constructed on or at the Property and in conformity with the City's ordinances.

2) District Filing. **THE OWNER IS RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

3) Undocumented Workers. The Owner covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. The Owner understands and agrees that

if the Owner is convicted of a violation under 8 U.S.C. Section 1324a(f), the Owner will reimburse the City, in accordance with the formulas hereinafter set forth, the total amount of any payment or incentive made to, or on behalf of, the Owner, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the conviction and City's notification of the Owner of the exercise of the Owner's reimbursement obligation. The Owner agrees to allow the City, upon request, access to information necessary to ensure compliance with this Agreement. The Owner further understands and agrees that if the Owner is in default of any obligation under this Agreement, the Owner will reimburse the City in accordance with the formulas set forth in this paragraph, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the City notifies the Owner of the default, if the default has not been cured by that date. The reimbursement will be amortized with an amount equal to ten percent (10%) of the cost to the City credited to the Owner per year. Notwithstanding any contrary provisions contained herein, the Owner shall be entitled to one hundred twenty (120) days prior written notice and opportunity to cure such default prior to the City's taking any action for implementation of any reimbursement remedy. The Owner also agrees to reimburse the City for any and all reasonable attorney's fees and costs incurred by the City as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable within one hundred twenty (120) days after the Owner receives written notice of its failure to cure such default or violation hereof.

- 4) Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, the Owner hereby verifies that the Owner does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 5) Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Owner represents and certifies that, at the time of execution of this Agreement neither the Owner, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

B. Responsibilities of the Lessee

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

- 1) Eligible Tangible Personal Property: The Eligible Tangible Personal Property will:
 - i. be completely installed on or before December 31, 2026; and
 - ii. have a Certified Appraised Value of not less than Zero Dollars (\$0.00), or the Lessee shall make a payment in lieu of taxes to the City of Rosenberg equal to the difference in the actual amount of taxes paid and seventy-five percent (75%) of the value of the City's tax rate for the current year; and
 - iii. be installed on or at the Property in conformity with the City's ordinances.

- 2) Occupancy Required. For each year that taxes are abated under this Agreement, the Lessee will fully occupy and use the Improvements and Eligible Tangible Personal Property for the purposes set forth in the Lessee's Application for Tax Abatement, attached hereto as **Exhibit C** and incorporated herein by this reference. Such occupancy shall include on December 31, 2026, the maintenance of thirty-one (31) existing full-time employee positions located within the City, whether located inside or outside of the Reinvestment Zone and creation of forty-three (43) new full-time employees at an average wage of at least \$28.75 per hour, as defined in Section 2, at the Property. In the event that the Lessee fails to create forty-three (43) new full-time employee positions at an average wage of \$28.75 per hour or more, then this Agreement shall terminate and no further tax abatement shall be provided.

<u>Effective Tax Year</u>	<u>New Full-Time Employees</u>
2027	21
2028	22
2029	0
2030	0
2031	0
2032	0
2033	0
2034	0
2035	0
2036	0

- 3) District Filing. **THE LESSEE IS RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**
- 4) Certification and Reports. On or before September 1 of each year of this Agreement, the Lessee will certify in writing to the City's city council that the Lessee is in compliance with this Agreement and that the Lessee will provide, upon the City's request, any information reasonably necessary for the City to determine if the Lessee has complied with this Agreement.
- 5) City Access. As per City Ordinance No. 2024-47, a copy of which is attached as **Exhibit D**, employees or designated representatives of the City will have access to the books and records reflecting expenditures and investment relating to the subject matter of this Agreement during the term of the abatement, and to inspect the Property to determine if the terms and conditions of this Agreement are being met. All inspections will be made only after giving twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and operation of the Facility. All inspections will be made with one or more representatives of the Lessee and in accordance with the Lessee's safety standards. Notwithstanding any other provision of this Agreement, if the City determines that a violation of a federal, state, or local law, ordinance or regulation exists on the Property, the City may, in addition to any other authorized enforcement action, provide to the Lessee written notice of such violation. For the purposes of this Agreement, the Lessee shall have ten (10) days from the date of the notice to cure or remedy such violation. If the Lessee fails or refuses to cure or remedy the violation within the ten (10) day period, the Lessee shall be subject to the forfeiture, at the discretion of the City, of any right to any tax abatement for a portion of the period or the entire period covered by this Agreement.
- 6) Undocumented Workers. The Lessee covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "**undocumented worker**" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. The Lessee understands and agrees that if the Lessee is convicted of a violation under 8 U.S.C. Section 1324a(f), the Lessee will reimburse the City, in accordance with the formulas hereinafter set forth, the total amount of any payment or incentive made to, or on behalf of, the Lessee, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the conviction and City's notification of the Lessee of the exercise of the Lessee's reimbursement obligation. The Lessee agrees

to allow the City, upon request, access to information necessary to ensure compliance with this Agreement. The Lessee further understands and agrees that if the Lessee is in default of any obligation under this Agreement, the Lessee will reimburse the City in accordance with the formulas set forth in this paragraph, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within one hundred twenty (120) days after the City notifies the Lessee of the default, if the default has not been cured by that date. The reimbursement will be amortized with an amount equal to ten percent (10%) of the cost to the City credited to the Lessee per year. Notwithstanding any contrary provisions contained herein, the Lessee shall be entitled to one hundred twenty (120) days prior written notice and opportunity to cure such default prior to the City's taking any action for implementation of any reimbursement remedy. The Lessee also agrees to reimburse the City for any and all reasonable attorney's fees and costs incurred by the City as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable within one hundred twenty (120) days after the Lessee receives written notice of its failure to cure such default or violation hereof.

- 7) Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, the Lessee hereby verifies that the Lessee does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 8) Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Lessee represents and certifies that, at the time of execution of this Agreement neither the Lessee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

5. Administration.

- A. This Agreement shall be administered by the City Manager of the City or their designee.
- B. The Chief Appraiser of the District shall determine annually (i) the Certified Appraised Value of the Property, Improvements, Eligible Tangible Personal Property, and Ineligible Tangible Personal Property and (ii) the taxable value, pursuant to the terms of abatement under this Agreement, of the Property, Improvements, Eligible Tangible Personal Property and Ineligible Tangible

Personal Property. The Chief Appraiser shall record both the abated taxable value and the Certified Appraised Value in the appraisal records. The Certified Appraised Value listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. During the term of this Agreement, each year, the Owner and Lessee shall furnish the Chief Appraiser with such information outlined in Chapter 22, TEXAS TAX CODE, as may be necessary for the administration of the abatement specified herein.

6. Term.

This Agreement is effective as of the date of execution hereof and shall continue through December 31, 2036, unless terminated earlier, as provided elsewhere herein.

Notwithstanding the foregoing, the Owner's obligations and Lessee's obligations upon default to pay the City any taxes abated under this Agreement, and penalty and interest thereon, as herein provided shall not terminate until the abated taxes, plus penalty and interest, are paid.

7. Termination.

- A. This Agreement shall terminate on the completion of the abatement period, unless earlier terminated as provided herein.
- B. The City Manager may terminate this Agreement at any time during its term if the Owner or Lessee:
 - 1) fails to comply with any term of this Agreement;
 - 2) allows ad valorem taxes on the Property or any improvements or property located thereon to become delinquent, or
 - 3) fails to timely pay any undisputed debt owed to the City.
- C. The City will notify the Owner and Lessee of the default in writing specifying the default. If the Owner or Lessee fails to cure the default within thirty (30) days from the date of the notice to cure (or, if it reasonably would require more than 30 days to cure such default, within a time reasonably necessary to cure such default after Owner's or Lessee's receipt of such written notice, provided Owner or Lessee has undertaken procedures to cure the default within such 30-day period and diligently pursues such efforts to cure to completion), the City Manager may terminate this Agreement by written notice to the Owner and Lessee specifying the date of termination. If the City Manager terminates this Agreement as provided in this Agreement, the Owner and Lessee shall be liable for and will pay the City within thirty (30) days following the date of termination of this Agreement:

- 1) the applicable amount of property taxes abated during the Agreement;
- 2) interest on the abated amount at the rate provided for in the Tax Code for delinquent taxes; and
- 3) penalties on the amount abated in the year of default, at the rate provided for in the Tax Code for delinquent taxes.

D. The Owner's obligations and Lessee's obligations upon termination to pay to the City monies owed for taxes abated, interest and penalties thereon shall survive termination of this Agreement, and the City shall have a lien against the Owner's Property and any improvements or tangible personal property located thereon for the monies owed until paid.

8. Notice. All notices will be in writing and must be delivered by mail, in person, or by electronic mail. Mailed notice is deemed received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices will be delivered to the following addresses:

To the Owner: WireCo Worldgroup, Inc.
 Attn: Ben Lyles
 504 Avenue H
 Rosenberg, Texas 77471
 Email: benlyles@wireco.com

CCT Sparkle Family Limited Partnership
Attn: Max Goodman
2110 Heritage Lane
Richmond, Texas 77406
Email: maxg1945@earthlink.net

To the City: City Manager
 City of Rosenberg
 2110 4th Street
 Rosenberg, Texas 77471
 Email: jvasut@rosenbergtx.gov

Any party may designate a different address by giving the other party ten (10) days written notice in the manner prescribed above.

9. Changes in Tax Laws. 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.

10. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of Owner or Lessee to comply with any ordinance, rule, or regulation of the City or laws of the State of Texas.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements, whether written or oral.

12. Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may be transferred or assigned by Owner or Lessee only upon written permission by the City in accordance with Ordinance No. 2024-47, Section 26-58, which permission shall not be unreasonably withheld. No assignment shall be approved if the assignor or assignee is indebted to the City for ad valorem taxes or other obligations.

13. Severability and Reformation.


- A. Unless the court applies subsection (b), if any provision of this Agreement or the application thereof to any person or circumstance is ever judicially declared invalid, such provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement shall remain in effect.
- B. If any provision of this Agreement or the application thereof to any person or circumstance is prohibited by or invalid under applicable law, it shall be deemed modified to conform with the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any such other provision being prohibited or invalid.

14. Applicable Law and Venue. This agreement shall be interpreted under the laws of the State of Texas. Any action related to this Agreement shall be brought exclusively in Fort Bend County.

[Execution page follows]

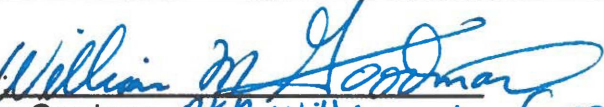
IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties as of
the _____ day of _____ 2025.

WIRECO WORLDGROUP, INC.

By: 
Dan Vinton
Chief Financial Officer
WireCo Worldgroup, Inc.

Date: 11/26/25

CCT SPARKLE FAMILY LIMITED PARTNERSHIP

By: 
Max Goodman *AKA William M. Goodman*
Owner *WMO*

Date: 11/25/25

CITY OF ROSENBERG, TEXAS


Joyce Vasut, City Manager

Date: 12.3.2025

ATTEST/SEAL:

 *Assistant City Secretary*
Danyel Swint, City Secretary



- Attachments:**
- Exhibit A – Legal Description of Property**
 - Exhibit B – Ordinance No. 2025-34**
 - Exhibit C – Application for Tax Abatement**
 - Exhibit D – Ordinance No. 2024-47**

ORDINANCE NO. 2025-34

AN ORDINANCE CREATING CITY OF ROSENBERG REINVESTMENT ZONE NO. 28, A SUBDIVISION OF 21.34 ACRES BEING ALL OF THAT CERTAIN CALLED 3.59-ACRE TRACT (F.B.C.C.F. NO. 2016023816 O.P.R.), TOGETHER WITH A PART OF THAT CERTAIN CALLED 27.41-ACRE TRACT (F.B.C.C.F. NO. 2016030592 O.P.R.), AND BEING A REPLAT OF COMMERCIAL RESERVE "A", BLOCK 1 OF RISERS INTERNATIONAL SUBDIVISION (PLAT NO. 20100043 F.B.C.P.R.), AND A PORTION OF LOTS 27, 28, 29, 30, AND 31 OF ROSENBERG FARMS SUBDIVISION (VOL. 4, PG. 25 F.B.C.P.R.), SITUATED IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * *

WHEREAS, City Council has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in the City of Rosenberg, Texas; and,

WHEREAS, pursuant to such Guidelines, the City Council has received an application for creation of a reinvestment zone and the granting of tax abatement; and,

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 28; and,

WHEREAS, notice of such public hearing was duly given to the presiding officer of the governing body of each taxing unit that includes within its boundaries real property that is to be included in proposed Reinvestment Zone No. 28; and,

WHEREAS, City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 28 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and,

WHEREAS, the creation of Reinvestment Zone No. 28 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would benefit property located therein and that will contribute to the economic development of the City of Rosenberg; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That Reinvestment Zone No. 28 is hereby created for the purpose of encouraging economic development through tax abatement. A description of the property which comprises said Reinvestment Zone No. 28 is attached hereto as Exhibit "A" and made a part hereof for all purposes. Improvements constructed, erected, or placed within Reinvestment Zone No. 28 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. That the property which comprises Reinvestment Zone No. 28 is located within the corporate limits of the City of Rosenberg.

Section 4. This designation of Reinvestment Zone No. 28 shall expire five (5) years after the date of adoption of this Ordinance.

Section 5. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 7. This ordinance shall be effective immediately on approval.

PASSED AND APPROVED by a vote of 7 "ayes" in favor, 0 "noes" against, and 0 abstentions on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the 4th day of November 2025.

ATTEST:



Danyel Swint, TRMC, City Secretary

APPROVED:



William Benton, Mayor

APPROVED AS TO FORM:



City Attorney
Randle Law Office, Ltd, L.L.P.





Application for Economic Development Program Incentives

The information requested on the following pages is required by the City of Rosenberg, Texas, to perform an economic impact analysis of your proposed project and the impact in Rosenberg, Texas.

The application is broken into the following three sections:

1. Application Summary Information
2. Project Information
3. Company/Applicant Information

If you have any questions concerning the information being requested on these data sheets, please contact the Economic Development Department.

Submit the completed the application to:

In Person:

City of Rosenberg / Rosenberg Development
Corporation
Economic Development Department
3829 Highway 36 South
Rosenberg TX 77471

Electronically:

Email: RDC@rosenbergtx.gov
Phone: 832-595-3330

NOTICE:

- **All applications are taken on a case-by-case basis and are considered based on the specific aspects of the project.**
- **There is no guarantee of an offer of incentives to any project.**
- **All incentives are subject to the final approval of formal written agreements approved in open regular session by the City Council of the City of Rosenberg**
- **Applications for tax abatements require a non-refundable application fee of \$1,000, per Rosenberg Code of Ordinances, Section 26-52(b).**

Application Summary Information

Company Name/Project Name:

Date of Application: **10/01/2025**

- New Application
- Reapplication
- Date of Initial Application: __/__/____

Incentive(s) sought:

- Value Added Tax Abatement
- Direct Incentive/Ch. 380
- Redevelopment
- TIRZ
- Creation of Special District
- PID

Primary Classification of Proposed Project Operations:

- Manufacturing
- Distribution
- Warehousing
- Medical
- Retail/Dining
- Service
- Office
- Other _____

Project Type:

- New Business Development (existing company)
- New Business Start-up
- Existing Business Expansion
- Existing Business Retention
- Redevelopment
- Small Business Assistance (Less than \$5,000,000 in annual gross revenue)
- New Development Residential (Developer)
- New Development Commercial (Developer)

Development Type:

- Ground Up Development
- Renovation and/or expansion of existing building
- Build out of existing building
- Existing Business Retention

Project Ownership:

- Owner Occupied Facility
- Leased

If Leased, Name of owner & relationship to applicant:

CCT SPARKLE FAMILY LIMITED PARTNERSHIP, Landlord

Summary of Direct Financial Investment

Land Value	Existing Real Property Improvements	New Real Property Improvements	New Taxable Personal Property	New Inventory Value	Total
\$ 6,007,564.00	\$ 800,000.00	\$ 4,255,000.00	\$ 1,574,239.00	\$ 5,909,312.00	\$ 18,546,115.00

New Annual Taxable Sales attributable to the City of Rosenberg: \$ **0.00**

Project Description

Timing

Proposed Start Date of Project Development: 11/22/2025

Anticipated Commencement of Operations: 01/22/2026

Primary SIC or NAICS Code: **332618**

Property

Attach map of location and aerial of site with relationship to surrounding roadways, and proposed site plan.

Physical Address of Project: 504 Avenue H, Rosenberg, TX 77471

Property Legal Description: R38842: 0083 HY SCOTT, ACRES 13.719 (Approx. 5.05 included in project), Commercial Reserve "A", Block 1, Risers International Subdivision
R38843: 0083 HY SCOTT, TRACT 7, ACRES 3.59

Property Size in Acres	Property Size in S.F.	Existing Building S.F.	Proposed Building S.F.
8.64	376,358.00	100,000.00	46,317.00

10-Year Projections on Capital Investment Taxable Assets, Employees and Operations:

Estimated market value of the firm's new or additional property purchased each year at its local facility that will be on local property tax rolls on January 1:

10-Year Capital Investment Projection

Year	Land	Buildings & Improvements	Furniture, Fixtures, & Equipment	Total
1		5,055,000.00	1,574,239.00	\$ 6,629,239.00
2				\$ 0.00
3				\$ 0.00
4				\$ 0.00
5				\$ 0.00
6				\$ 0.00
7				\$ 0.00
8				\$ 0.00
9				\$ 0.00
10				\$ 0.00
Total	\$ 0.00	\$ 5,055,000.00	\$ 1,574,239.00	\$ 6,629,239.00

Percent of construction costs for Materials: 40% and Labor: 60%

Percent of taxable construction materials that will be purchased in the City of Rosenberg: 10%

Percent of taxable spending by construction workers that will be in the City of Rosenberg: 75%

Percent of furniture, fixtures and equipment that will be purchased in the City of Rosenberg: 0%

Percent of furniture, fixtures and equipment to be purchased and subject to sales tax*: 0%

**Machinery and equipment used in manufacturing or processing operations are not taxable*

Year	Estimated taxable inventories, at the end of each year (\$):	The firm's estimated taxable purchases of materials, supplies and services in the City (\$):	The firm's estimated taxable sales in the City (\$):
1	5,909,312	450,000	0
2	6,084,312	455,000	0
3	6,259,312	460,000	0
4	6,434,312	465,000	0
5	6,609,312	470,000	0
6	6,784,312	475,000	0
7	6,959,312	480,000	0
8	7,134,312	485,000	0
9	7,309,312	490,000	0
10	7,484,312	495,000	0

Will any of the firm's inventories* be subject to Freeport exemption? Yes No

**Inventory items used in assembling, storing, manufacturing, repair, maintenance, processing or fabricating that will be shipped out of Texas within 175 days of being acquired or brought into Texas are generally subject to Freeport exemption. Therefore, property taxes are collected on this exempt inventory. However, none of the local taxing districts in Rosenberg currently offer this tax break.*

Percent of the firm's inventories that would be subject to Freeport exemption: 0 %

New Employees* to be Hired:

** For projects with more than 200 jobs, please attach a schedule of the jobs to be created by year created, by categories and the average annual wages not including benefits for each category.*

Year	New Employees to be Hired	Average Per Employee Annual Salary/Wages Before Benefits
1	43	59,800
2		
3		
4		
5		
6		
7		
8		
9		
10		

Average annual salaries of new employees in the first year not including benefits: \$ 59,800

Average percentage of expected annual salary increases after the first year: 3 %

Company Information

Company Summary and Background:

Type of Firm: Operating Entity Real Estate Developer
 Start-up Developer / Build to Suit

Company Name: **WIRECO WORLDGROUP, INC.**

Current Address: **8700 State Line Rd Suite 200, Leawood, KS 66206**

Point of Contact (Name & Title): **Ben Lyles**

Phone Number: **(660) 287-3864**

Email: **BenLyles@WireCo.com**

Type of Company:

- Cooperative
- Proprietorship
- Partnership
- Limited Liability Company

Date of formation: 03/12/2003

State of origin: _____

- Corporation

Date of formation: 03/12/2003

State of origin: Delaware

- "S" Corporation
- Sole Proprietorship

If the project is operated elsewhere in the state or if the project proprietor has operations elsewhere, please list the names of the communities/summary of operations:

WireCo USA Manufacturing Locations:
Rosenberg, TX Wire Rope Manufacturing
Houston, TX Distribution Center
Chillicothe, MO Wire Manufacturing
Kirksville, MO Wire Rope Manufacturing & Fabrication
Sedalia, MO Wire Rope Manufacturing & Distribution
Montgomeryville, PA Rope Manufacturing & Fabrication

CERTIFICATION:

WIRECO WORLDGROUP, INC. (Name of Company) does hereby certify that:

- (1) All statements and representations made herein are accurate to the best of their knowledge and agree to comply with these terms.
- (2) The information contained in this application is confidential between the applicant and the City of Rosenberg; thus in the event this application is rejected and/or the request for tax abatement is denied, the City of Rosenberg shall promptly return this application and not keep a copy thereof for any reason. If the request for an incentive is granted and the City of Rosenberg enters into an agreement with the applicant, this application and all related documents will be filed with the City Secretary and available for public inspection under the Texas Open Government Code. Rosenberg pledges itself to respect and honor the right of any person to maintain the confidentiality of any information or documents that are submitted to Rosenberg to the extent permitted by the laws of the State of Texas and, thus, deems any rejected or declined application to be working papers and not official document of the City or any other political entities created by or under the authority of the City of Rosenberg.
- (3) I (We), the undersigned applicant(s), certify that all requirements of the code of Ordinances of the City of Rosenberg have been met in relation to the application filed herein and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the city council may or may not grant any application or request hereunder purely as a matter of discretion and that there is no legal right to rely on any previous actions taken in same or similar applications nor in previous actions take on another application concerning the same or similar property.

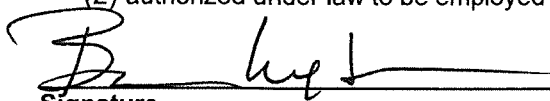
Statement Regarding Undocumented Workers

(Required by Chapter 2264, Texas Government Code)

By signing and submitting this application, you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a (f). Repayment will be due no later than the 120th day after the date the City notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- (1) lawfully admitted for permanent residence to the United States; or
- (2) authorized under law to be employed in that manner in the United States.



Signature

Ben Lyles

Printed Name

NA Manufacturing Transformation Leader

Title

10/01/2025

Date

General Review Process for Applications

Each project is unique and is evaluated accordingly. The application evaluation and approval process generally follows these steps:

1. Applications received by Economic Development and reviewed for completeness.
 - a. Must include non-refundable incentive application fee of \$1,000, payable to City of Rosenberg.
2. Applicant contacted for any missing information or questions on information provided.
3. Economic Development assesses the application.
 - a. Reviews for consistency with Code of Ordinances, goals of the City Council and department plan of work.
 - b. Develops a plan of work and schedule for publication of all related notices to the public and/or other taxing entities, and for the consideration of application.
 - c. Contacts other governmental entities as appropriate to coordinate their participation in aspects of the project incentive offer (i.e. tax abatement).
 - d. Contacts Planning Department to coordinate on any potential land use issues or planning information that may be needed as a part of the project.
 - e. Contacts Finance Department to coordinate on any incentive offers to determine financial impact on City as well as the availability of funds.
 - f. Contacts and coordinates with legal services to run background check on applicant(s) with secretary of state office.
4. Economic Development reviews application with City Manager prior to scheduling economic development committee meeting.
5. Application and staff recommendations are presented to Economic Development Committee.
6. Feedback is provided to applicant prior to taking an incentive recommendation to City Council; depending on nature of the project and timing application, it may be taken to the entire City Council in executive session for closed session review and discussion.
7. As appropriate, agreements are negotiated with applicant and formal processes are undertaken for consideration and action. Any incentive(s) granted must be approved by formal action of the City Council at a public meeting. Timeline will vary by project.



October 16, 2025

CCT SPARKLE FAMILY LIMITED PARTNERSHIP

Attn: Max Goodman
2110 Heritage Lane
Richmond, Texas 77406

Dear Mr. Goodman


This letter memorializes the acknowledgment of CCT SPARKLE FAMILY LIMITED PARTNERSHIP (the "Owner"), as the owner of the property located at 504 Avenue H, Rosenberg, Texas (the "Property"), that WireCo WorldGroup Inc ("WireCo") is working with the Rosenberg Economic Development Department to obtain a tax abatement and incentives package from the City and County. The Owner is aware of, and approves, any tax abatement and incentives package obtained by WireCo, and hereby acknowledges that WireCo is the rightful recipient of any such tax abatement and incentives that may be attributable to the Property.

Sincerely,

Ben Lyles
North America Manufacturing Transformation Leader

ACKNOWLEDGED, AGREED, AND ACCEPTED:

CCT SPARKLE FAMILY LIMITED PARTNERSHIP

By: 

Name: William M. Goodman

Title: Owner

Date: 10-17-2025

ORDINANCE NO. 2024-47

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY AMENDING CHAPTER 26 TAXATION, ARTICLE III PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING A PENALTY.

WHEREAS, pursuant to Section 51.001 of the Local Government Code, a home rule municipality may adopt, publish, amend or repeal ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

WHEREAS, the attraction of long-term investment and the establishment of new jobs in the City of Rosenberg enhances the economic base of area taxing entities; and

WHEREAS, the City wishes to be competitive with other communities across the region currently offering tax inducements and incentives to attract industrial expansion, modernization, commercial and tourism projects; and

WHEREAS, Chapter 312 of the Texas Tax Code, authorizes taxing jurisdictions to provide property tax abatement for limited periods of time as an inducement for the development or redevelopment or property and City Council may adopt guidelines and criteria for tax abatement in reinvestment zones; and

WHEREAS, the City of Rosenberg desires to continue to participate in tax abatement agreements and pursuant to Section 312.002 of the Texas Tax Code desires to amend the tax abatement guidelines and criteria now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The Code of Ordinances of the City of Rosenberg, Texas, Chapter 26, Article III is hereby amended in Section 26-52(b) and the entirety of Chapter 26, Article III is as follows:

**"CHAPTER 26 TAXATION
ARTICLE III. PROPERTY TAX ABATEMENT GUIDELINES AND CRITERIA**

Sec. 26-51. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a

different meaning. The city council shall have the power from time to time to provide such additional and/or modified definitions that they may find desirable and necessary. The words and phrases as herein set out shall be deemed and understood to mean:

Abatement means the full or partial exemption from ad valorem taxes of certain real property and certain limited types of tangible personal property, as hereinafter provided, located in a reinvestment zone designated by the City of Rosenberg for economic development purposes.

Agreement means a contractual agreement between a property owner and/or lessee and the city.

Base year value means the assessed value of eligible property on January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

Deferred maintenance means improvements necessary for continued operation which do not improve productivity or alter the process technology, reduce pollution or conserve resources.

Eligible facilities means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which are reasonably likely, as a result of granting abatement, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the city. Eligible facilities do not include facilities which, in the determination of the office of the city manager or the city council, are intended solely to provide goods or services to residents or existing businesses located in the city. Eligible facilities may include, but shall not be limited to, retail sales establishments generating municipal sales taxes and providing goods or services with an intended wide distribution area, industrial buildings, hotels, office buildings or property owned or leased by a certified air carrier, on the condition that the certified air carrier make specific real property improvements or lease for a term of ten (10) years or more within the reinvestment zone. Eligible facilities shall not include rolling stock, railroad cars, trucks, aircraft, or any other vehicle(s) that are intended to be means of transportation of equipment, raw materials or any other products or services whatsoever.

Expansion means the addition of buildings, structures, fixed machinery, as that term is defined herein, equipment, or payroll for purposes of increasing production, services, or a combination thereof.

Facility means property improvements completed or in the process of construction which together comprise an integral whole.

Fixed machinery includes any machinery permanently installed or attached to realty, buildings, or any permanently constructed improvement upon real property.

Hotel means a commercial structure which provides overnight accommodations to travelers and which contains one hundred fifty (150) rooms or more.

Modernization means a complete or partial demolition of a facility and the complete or partial reconstruction or installation of a facility of similar or expanded production or service capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery, as that term is herein defined, equipment or pollution control devices, or resource conservation equipment.

New facility means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

Office building means a new office building, addition to existing office buildings or build out of unoccupied space within existing buildings.

Productive life means the number of years a property improvement is expected to be in service in a facility.

Tangible personal property means tangible personal property classified as such under state law but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the agreement with the city.

Sec. 26-52. Application.

- (a) The application shall be forwarded to the economic development department for review and recommendation to the city manager for consideration. Qualifying applications may be presented to city council for final disposition.
- (b) Any present or potential owner of taxable property in the city may request the creation of a reinvestment zone and property tax abatement by filing a written request with the city and providing such disclosures and supporting documents that may from time to time be requested by the city. The city may at any time require the applicant to submit a metes and bounds survey or other survey prepared by a registered Texas engineer or a licensed Texas surveyor of the realty subject to the proposed abatement. Prior to the consideration of any application for creation of a reinvestment zone or an abatement agreement, the applicant shall deposit with the city an application fee in such amount as shall be established from time to time by city council, to cover administrative expenses incurred by the city in considering and processing such application, including, but not limited to, costs for publication of notices, legal and appraisal services, and in-house staff services. The amount of such application fee shall be one thousand dollars (\$1,000.00) for all abatement applications. The application shall be forwarded from the economic

development department to the office of the city manager for review and recommendation to the city council of the city for final disposition.

- (c) The application shall consist of a completed City of Rosenberg economic impact questionnaire, as amended, which shall provide detailed information on the items described in section 26-55(g) hereof; a map and property description; and a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity of the applicant as to the ability of the applicant to successfully utilize the anticipated investment in land, buildings and non-moveable tangible personal property and other factors and information concerning the applicant that the office of the city manager or the city council may find appropriate. The applicant shall at no time acquire any rights, privileges or authority, either monetary or otherwise, by reason of filing any application or providing any documentation in conjunction with an application filed herein. Applicant shall, as a part of the application process, sign and execute a statement which shall provide:

I (We), the undersigned applicant(s), certify that all requirements of the Code of Ordinances of the City of Rosenberg have been met in relation to the application filed herein and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the city council may or may not grant any application or request hereunder purely as a matter of discretion and that there is no legal right to rely on any previous actions taken in same or similar applications nor in previous actions taken on another application concerning the same or similar property.

Sec. 26-53. Action by city council on application.

- (a) The Economic Development Department upon completion of the review of all documents submitted by the applicant, and upon completion of such other investigation and inquiry as shall be deemed appropriate by the office of the city manager or the city council, a report and recommendation from the office of the city manager, shall be prepared, and considered by city council prior to calling and holding all required public hearings. Unless otherwise required by law, no formal action on the application by city council shall be necessary. Unless otherwise directed, the city manager may expedite such procedures and practices as shall be necessary to expedite all required approvals.
- (b) Information that is provided to the city in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public

disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential. If the city should exercise its absolute discretion and fail to approve a tax abatement agreement, then all information submitted by the applicant shall be returned by the city.

Sec. 26-54. Procedure to establish a reinvestment zone.

- (a) Prior to the adoption of an ordinance designating a reinvestment zone, the city may require the applicant to pay all costs and shall require the applicant to provide all appropriate information so that the city can give all notices required by applicable law, including, but not limited to, (i) written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located no later than the seventh day before the date of the public hearing for the creation of the reinvestment zone, and (ii) publication in a newspaper of general circulation within such taxing jurisdiction no later than the seventh day before the date of the public hearing for the creation of the reinvestment zone, to provide all interested parties the opportunity to present all relevant information and speak and present evidence for or against the designation.
- (b) The city shall not establish a reinvestment zone for the purpose of abatement if it finds that the request for the abatement was filed after a building permit has been applied for or after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion, or new facility.
- (c) Information that is provided to the city in connection with an application or request for tax abatement, including the creation of a reinvestment zone, and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential. If the city should exercise its absolute discretion and fail to approve a tax abatement agreement, then all information submitted by the applicant shall be returned by the city and shall not be available for public inspection.

Sec. 26-55. Criteria for granting.

- (a) Eligible facilities. Upon application, eligible facilities, as defined and described in this chapter, shall be considered for the tax abatement as hereinafter provided.
- (b) Creation of new value. Abatement may only be granted for the additional value of eligible property improvements expended subsequent to the creation of the reinvestment zone and approval of the reinvestment agreement as specified in the reinvestment agreement between the city and the property owner or lessee,

subject to such limitations as the city may from time to time require or as may be specified in the agreement between the parties.

- (c) Eligible new and existing facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (d) Ineligible property. The following types of property shall be fully taxable and ineligible for tax abatement: land; supplies; inventory; tools; furnishing; and other forms of movable personal property; housing, including apartment complexes; deferred maintenance; property to be rented or leased, except as provided in subsection (e) of this section; and property which has a productive life of less than ten (10) years. In addition, rolling stock, railroad cars, trucks, aircraft or any other vehicle(s) that are intended to be means of transportation of equipment, raw materials or any other products or services whatsoever shall be fully ineligible.
- (e) Owned/leased facilities. If a leased facility is granted abatement, the agreement shall be executed with the lessor and the lessee.
- (f) Economic qualification. In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:
 - (1) Must be expected to have an increased appraised ad valorem tax value of at least two million five hundred thousand dollars (\$2,500,000.00) upon completion of the anticipated improvements or expansion based upon the Fort Bend Central Appraisal District's assessment of the eligible property; and
 - (2) Must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in the city.
- (g) Standards for tax abatement. The following factors, among such other factors as determined necessary by the city council, shall be considered in determining whether to grant tax abatement:
 - (1) Value of land and existing improvements, if any;
 - (2) Type and value of proposed improvements;
 - (3) Productive life of proposed improvements;
 - (4) Number of existing jobs to be retained by proposed improvements;
 - (5) Number and type of new jobs to be created by proposed improvements;
 - (6) Amount of local payroll and the wage rates to be created;

- (7) The total amount and nature of other incentives being considered.
- (8) Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions;
- (9) Type of benefits the employer provides its employees;
- (10) Amount of local sales taxes to be generated directly;
- (11) Amount the property tax base valuation will be increased during the term of abatement and after abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than two million five hundred thousand dollars (\$2,500,000.00) upon the completion of the anticipated improvements;
- (12) The costs to be incurred by the city to provide facilities or services directly resulting from the new improvements;
- (13) The amount of ad valorem taxes to be paid the city during the abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the abatement period, and (d) the value after expiration of the abatement period;
- (14) The population growth of the city that occurs directly as a result of new improvements;
- (15) The types of values of public improvements, if any, to be made by applicant seeking abatement;
- (16) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (17) The impact on the business opportunities of existing businesses;
- (18) The attraction of other new businesses to the area;
- (19) The overall compatibility with the zoning ordinances and comprehensive plan for the area;
- (20) Whether the project is environmentally compatible with no negative impact on quality of life perceptions;
- (21) The relationship of the value of real estate to personal property being considered for abatement; and,

(22) The applicant is in good standing with the state of Texas.

Each eligible facility shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation by the city council in the exercise of their absolute discretion.

(h) Amount of abatement. The percentage of value to be abated and the duration of the tax abatement shall be determined as follows:

(1) For all planned improvements valued at more than two million five hundred thousand dollars (\$2,500,000.00), the percentage and duration of the tax abatement shall be determined by the city in the exercise of its absolute discretion on a case-by-case basis, taking into consideration the factors listed above in subsection (g).

(i) Denial of abatement. Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse effect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a hazard to public safety, health, or morals;

(4) Violation of other codes or laws; or

(5) Any other reason deemed appropriate by the city council.

(j) Taxability. From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in subsection (d) of this section shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

(3) The additional value of new eligible property shall be fully taxable at the end of the abatement period.

Sec. 26-56. Agreement.

- (a) Not later than the seventh day before the date on which the city enters into the abatement agreement, the city will deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the city intends to enter into the agreement. The notice shall include a copy of the prepared agreement.
- (b) An abatement agreement must be approved by the affirmative vote of a majority of the members of the city council at a regularly scheduled city council meeting. Notice must be provided at least thirty (30) days before the scheduled time of the regularly scheduled city council meeting. Notice will comply with the requirements of Texas Tax Code section 312.207, as amended.
- (c) After approval of the application for tax abatement pursuant to this article and the creation of a reinvestment zone, the city will formally pass a resolution to execute an agreement with the owner and/or lessee of the facility, as required, which shall include:
 - (1) The estimated value to be abated and the base year value;
 - (2) The percent of value to be abated each year as provided in section 26-55(h), Amount of abatement;
 - (3) The commencement date and the termination date of abatement;
 - (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, section 26-52(b);
 - (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided for herein;
 - (6) Size of investment and average number of jobs involved;
 - (7) A requirement that owner and/or lessee certify to city, and to the governing body of each taxing unit, on September 1 of each year, that owner/lessee is in compliance with each applicable term of the agreement.
- (d) Such agreement shall be executed by the applicant within one hundred eighty (180) days after the same has been approved by the city council.

Sec. 26-57. Administration.

- (a) The chief appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the taxable assessed value of the property taking into consideration the terms of the abatement agreement relating to such real and

personal property found within the reinvestment zone and subject to abatement under the terms and provisions of the reinvestment agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary for the abatement. Once value has been established, the chief appraiser will notify the city of the amount of the assessment. It shall be the exclusive duty and responsibility of each company and individual receiving the benefit of an exemption to comply with all requirements of the Fort Bend Central Appraisal District in order to secure and continue to receive the benefit of any approved tax abatement agreement. Failure to do so shall not be deemed the fault of the City of Rosenberg or any of its officers and employees.

- (b) The abatement agreement shall stipulate that employees and designated representatives of the city will have access to the reinvestment zone, to books and records reflecting expenditures and investment during the term of the abatement, and to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after providing twenty-four (24) hour prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and operation of the facility. All inspections will be made with one (1) or more representatives of the company or individual receiving the benefit of the abatement agreement present and in accordance with the company's or individual's safety standards.
- (c) The designated representative of the entity receiving the benefit of the abatement shall prepare at the request of the city's representative reports as to the progress and status of all construction and shall, upon the completion of all anticipated construction, prepare and file a final report of completion in a form promulgated by the city. Such report(s) shall be at no cost to the city and provide the following minimum information:
 - (1) A description of the work and construction that was contemplated when the abatement was approved by the city and the work and improvements actually completed;
 - (2) The date of commencement of construction, significant progress dates, and the date of final construction;
 - (3) The amount of investment including actual cash and non-cash investment with a description of the type of investment and when the investment was actually made; and
 - (4) A disclosure of any and all changes, restructuring, or modifications that were made in the finally constructed improvements.
- (d) Upon completion of construction, the designated representative of the city shall annually evaluate each abatement agreement to ensure compliance, and a formal report shall be made to the city council regarding the findings of each evaluation. If the evaluation determines the finished facility did not meet the terms of the abatement agreement, then the city will initiate the procedure for determining

default and recapture set forth in section 26-59(b) together with all other remedies provided by law.

- (e) The city shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the Texas Tax Code.

Sec. 26-58. Assignment.

The rights granted under an abatement agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility or proposed facility upon the approval by resolution of the city council of the City of Rosenberg and the execution of an assignment agreement subject to the city council's approval, all of which shall be subject to the sufficient financial capacity of the assignee. The city reserves the right to approve or reject an assignment in the exercise of its absolute discretion and no holder of any abatement rights shall ever have a legal right to the approval of an assignment. All conditions, duties and obligations of the assignor in the abatement agreement, upon discretionary approval of the city council, shall be irrevocably and unconditionally assumed by the assignee upon the same terms and conditions as set out in such abatement agreement. Any assignment shall be to an entity which contemplates the same improvements to the property as set forth in an original abatement agreement, except to the extent such improvements have been completed. No assignment shall ever be approved if the parties to any existing agreement owe outstanding taxes or other debts to any governmental entity.

Sec. 26-59. Procedure for determining default and recapture.

- (a) If the company or individual (i) allows the ad valorem taxes owed the city to become delinquent and fails to timely and properly follow the requirements of law for their protest and/or contest or (ii) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure period described in this section, the agreement made pursuant to the provisions of this article then may be terminated, at the discretion of the city council, and if terminated, all taxes previously abated by virtue of the agreement will be recaptured and shall be paid within thirty (30) days of final termination as shall be ordered by the city council of the City of Rosenberg by ordinance duly passed and adopted.
- (b) Should the city determine that the company or individual is in probable default according to the terms and conditions of the agreement, the city shall notify the company or individual of such default in writing at the address stated in the agreement, and shall provide the company or individual believed to be in probable default an opportunity to request a hearing before the city council, who shall finally determine whether a default has occurred. If no request for hearing is made within ten (10) business days from the date of the receipt of a notice of probable default, the city council may confirm the existence of an event of default and shall cause a final notice of default to be sent to the company or individual to whom the agreement has been assigned or is the holder thereof.

- (c) If a default is determined to exist and is not cured within thirty (30) days, the agreement may be terminated by the city without further notice and the city shall be entitled to recover all costs associated with the default, including attorney's fees and costs.

Sec. 26-60. Time limitation; review.

The guidelines and criteria of this article are effective upon the date of adoption and will remain in force for two (2) years, unless amended by three-fourths ($\frac{3}{4}$) vote of the entire membership of the city council, at which time all reinvestment zones and tax abatement agreements created pursuant to this article will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria of this article may be modified, renewed or eliminated. Any modification, amendment, or elimination that may occur as a result of this review process shall not affect abatement agreements approved prior to the date of such modification, amendment or elimination.

Sec. 26-61. Discretion of city.

The adoption of these guidelines and criteria by the city does not:

- (a) Limit the discretion of the city council to decide whether to enter into a specific tax abatement agreement which absolute right of discretion the city council reserves unto itself, whether or not such discretion may be deemed arbitrary or without basis in fact;
- (b) Limit the discretion of the city council to delegate to its employees the authority to determine whether or not the city council should consider a particular application or request for tax abatement; or
- (c) Create any property, contract, or other legal rights in any person to have the city council consider or grant a specific application or request for tax abatement.

Sec. 26-62. Abatement guidelines re-adopted.

The tax abatement guidelines are amended and reauthorized as set out herein and were considered at a public hearing at which members of the public were given the opportunity to be heard. The tax abatement guidelines are hereby amended, reauthorized and approved and are effective for a period of two (2) years commencing on the date of final passage and approval of Ordinance No. 2024-47 thereby amending this section for a period of two (2) years thereafter.

Secs. 26-63—26-70. Reserved."

Section 2. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any

reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 3. This Ordinance shall become effective immediately upon passage and approval as provided by law.

PASSED AND APPROVED by a vote of 7 "ayes" in favor, 0 "noes" against, and 0 abstentions on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the 15 day of October 2024.

ATTEST:


Danyel Swint, TRMC, City Secretary

APPROVED:


William Benton, Mayor

APPROVED AS TO FORM:


City Attorney
Randle Law Office, Ltd., L.L.P.

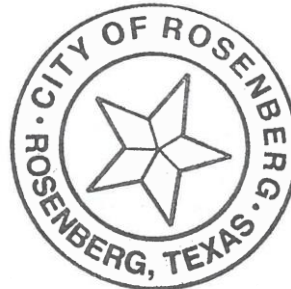


EXHIBIT 3



**Fort Bend County &
Fort Bend County Drainage District
Tax Abatement Joint Application
(2025-2027)**

Fort Bend County and Fort Bend County Drainage District are separate taxing entities under Texas Law, and each are eligible to enter into Tax Abatement Agreements under **Tax Code Chapter 312**. The Commissioners Court is the governing body of each entity, therefore Application for Tax Abatement for both entities is allowed by submission of a Single Joint Application.

I. APPLICANT INFORMATION:

1. Applicant's Business Name and Structure (LLC, LP, Corporation, etc.) that will be operating in Fort Bend County:

Wireco WorldGroup, Inc.

2. Name of any Parent Company, Controlling Affiliate or if applicant company is a Subsidiary of another entity that would be responsible for performance of any proposed tax abatement agreement:

N/A

3. Please provide a brief history and description of the company:

Wireco WorldGroup is a global leader in wire rope and crane cable solutions. It offers a range of products for industrial, mining, energy, fishing, maritime, and other applications. Wireco WorldGroup, formerly known as Wire Rope Corporation of America, was founded in 1931, and the company has grown significantly through the years by acquiring various manufacturers and expanding its operations. WireCo markets value-added products under several brands that are recognized throughout the world and used in a wide range of market applications. WireCo is based in Leawood, Kansas, with manufacturing plants, distribution facilities and research and development centers worldwide.

4. Contact Person and Info for Abatement Process:

Name: Ben Lyles
Title: North America Transformation Leader
Direct Phone Number: 660-287-3864
Email Address: benlyles@wireco.com
Mailing Address: 24150 Oak Grove Lane
Sedalia, MO 65301
Website: www.wireco.com

5. Company officer name who would execute any potential tax abatement agreement:

Name: Ben Lyles
Title: North America Transformation Leader
Entity Name: Wireco WorldGroup, Inc.
Phone: 660-287-3864
Email: benlyles@wireco.com
Address: 24150 Oak Grove Lane
City: Sedalia State: MO
Zip: 65301
Website: www.wireco.com

6. Company legal counsel representing tax abatement agreement:

Name: Michelle Torline
Title: SVP, General Counsel and Chief Compliance Officer
Entity Name: Wireco WorldGroup, Inc.
Phone: 816-270-4814
Email: michelletorline@wireco.com
Address: 8700 State Line Road, Suite 200
City: Leawood State: Kansas Zip: 66206
Website: www.wireco.com

7. Headquarters Location (where the company's officers direct, control and coordinate the entity's activities)

City: Leawood State: Kansas

8. State of registration or incorporation:

Delaware

9. Does the company currently have operations elsewhere in the State of Texas? If so, please state the name of communities.

Rosenberg, TX and Houston, TX

II. **PROJECT DETAILS:**

1. List other communities (outside of Fort Bend County) that are being considered for the project. If no communities outside of Fort Bend County are being considered, please describe how without an incentive the project would not occur or would be otherwise substantially altered:

Harris County, TX and Sedalia, MO

2. Indicate any incentives sought or received from other Fort Bend County taxing entities in connection with this project.

Tax abatement request with the City of Rosenberg, TX

3. Describe the project, including size and scope of Improvements and Real Property to be undertaken, the facility's use, and the product or service to be produced.

Consolidation of existing manufacturing, fabrication, and distribution from Missouri and Texas, into the proposed Rosenberg, TX facility located at 504 Ave H in Rosenberg, TX. The project would have Wireco acquiring 8.64 acres, an existing 100,000 sqft. facility, while building on an additional 46,317 sqft. The site would fabricate and distribute wire ropes for the Lifting and Oil & Gas industry segments.

4. Classification and NASIC CODE I.E. (Aviation/Aerospace & Advanced Manufacturing, Bioscience/Healthcare, Information Technology and Cyber-Security, Corporate and Regional Headquarters, Creative Industries, Environmental/Clean/Green Technology, Finance, Logistics and Distribution, Manufacturing):

332618

5. Physical address of Proposed Project:

City: Rosenberg, TX

County Precinct: Fort Bend

City Council District: Click or tap here to enter text.

School District: Click or tap here to enter text.

Land Size of Project: Click or tap here to enter text. acres

6. Proposed Cost of New Improvement: \$ 5,055,000
7. Proposed Cost of New Fixed Equipment and Machinery: \$ 676,000
8. Cost of other Personal Property excluding Inventory: \$ 1,999,239

9. Proposed Cost of Initial Inventory:

\$5,909,312

10. Estimated Time Schedule of Investment including proposed start of construction date and completion of construction date for each phase. (In the case of modernizations, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application.)

Phase I (January 2026 – November 2026) – Consolidate into existing 100,000 sqft. site

Phase II (January 2026 – October 2026) – 46,317 sqft. building addition

Phase III (September 2026 – December 2026) – Consolidate into new 46,317 sqft. building addition

11. Does/will the applicant own or lease the project's proposed Real Property Improvements?

Own New construction at Current Location Own Expansion at Diff Location

Lease Existing Facility Lease Proposed Facility

If to be leased, provide the name of the landlord/owner.

CCT Sparkle Family Limited Partnership

If to be leased, indicate lease term.

10 Years Beginning Date: January 1, 2026

Expiration date: December 31, 2035

If Applicant owns any other property in Fort Bend County, list existing Fort Bend Central Appraisal District tax account numbers associated with this project. (If Applicable) (Drew?)

- a. R404793 (Rosenberg Rented Property)
Owner Name: CCT Sparkle Family Limited Partnership
Legal Description: 0083 HY SCOTT, TRACT 1, ACRES 1.976
Geographic ID: 0083-00-000-1357-901 Quick Ref ID: R404793
Year: 2025
Appraised Value: \$865,726
Address: 1615 Spur 529, Rosenberg, TX 77471
- b. P184551 (Rosenberg Personal Property)
Owner Name: Wireco World Group
Legal Description: PERSONAL PROPERTY, INVENTORY (HLA)

Geographic ID:9960-03-095-0004-901Quick Ref ID: P184551
Year:2025
Appraised Value: \$2,619,980
Address:1615 Spur 529, Rosenberg, TX 77471

III. JOB CREATION & WAGES:

12. For expansion projects only. Minimum number of new full-time jobs to be created and schedule of placement. (Note: FBC Tax Abatement Guidelines require jobs to pay at least \$18 per hour to be eligible for an incentive calculation. (If Project has jobs that pay below \$18 per hour, please list separately).

43 Jobs

<u>Month</u>	<u>Additions</u>
26-Jan	2
26-Feb	3
26-Mar	5
26-Apr	8
26-May	8
26-Jun	6
26-Jul	6
26-Aug	5
26-Sep	0
26-Oct	0
26-Nov	0
26-Dec	0

13. For **retention projects only**. Number of new and retained full-time jobs at the proposed project site and a schedule of placement. (Note: FBC Tax Abatement Guidelines require jobs to pay at least \$18 per hour to be eligible for an incentive calculation. (If Project has jobs that pay below \$18 per hour, please list separately).

Full-time: Click or tap here to enter text. Part-time: Click or tap here to enter text. Seasonal:
Click or tap here to enter text.

14. Base Hourly Wage at project site (Excluding Benefits and Bonuses):

\$28.75/hr.

15. Average Annual Salary of Existing Jobs (If Applicable):

\$60,000/yr.

16. Average Annual Salary of Retained Jobs at Proposed New Site:

N/A

17. Does the company offer health care benefits?

Yes No

IV. TAX & LEGAL COMPLIANCE:

18. Is the company delinquent in the payment of ad valorem taxes to any taxing unit located in Fort Bend County?

Yes No

If yes, explain: Click or tap here to enter text.

19. Has the applying company or any of its affiliates been cited, currently under investigation, or have litigation pending for any violations of federal, state, county and/or municipal laws, codes, or ordinances?

Yes No

If yes, indicate the nature/status of the violation(s): Click or tap here to enter text.

20. Has the company previously received an incentive from the County? Yes No

21. Where is the property located: Click or tap here to enter text.

If yes, indicate the time period (MM/YY): Click or tap to enter a date.

If yes, explain:
Click or tap here to enter text.

If yes, is/was the company in compliance with all terms and conditions:

Yes No

22. Is any interest in this project presently held by an elected, appointed or employed member of any taxing entity?

Yes No

23. Is any interest in this project presently held by a member of the Fort Bend County Commissioners Court or other County official or employee?

Yes No

If yes, explain: Click or tap here to enter text.

V. COMMUNITY IMPACT & ENVIRONMENTAL DISCLOSURE:

24. Describe any goodwill benefits and involvement that the applicant has previously provided and/or is committed to providing in the future to the Fort Bend County community.

We are committed to expanding our involvement in local workforce initiatives, including internships, technical skills training, and career pathways for residents.

We will be supporting community organizations that serve families, veterans, and underserved groups within the county.

Our leadership encourages employee volunteerism and looks forward to further collaboration with Fort Bend community partners.

25. Provide an assessment of the project's environmental impact, and any remediation and/or compliance plan associated with the project, which would have the effect of minimizing the negative impact of the project on the environment.

We don't have an assessment at this time, but we will do a Phase I Environmental Site Assessment (ESA) in order to identify recognized environmental conditions (i.e. underground tanks, spills, historical industrial use, etc.) We are not aware of these conditions present at the site that would then require a Phase II ESA to actually sample and confirm if any contamination actually exists and define extent, risk and remediation that would need to be worked on with the TCEQ

Regarding the environmental impact our initial assessment is that there is very low impact as our operations will not have significant impact on air (dust, emissions, VOCs, GHG, odors), water (wastewater, water use, impact to rivers, or stormwater), land nor public health (noise, odor, light).

Regarding the compliance plan, we will meet all requirements of the TCEQ, and ensure we manage properly our waste streams. According to RCRA, and the nature of our operation and materials will not be required to register as an Industrial/hazardous waste generator with TCEQ, but we will perform a waste determination/classification for our waste streams.

Regarding other plans, we will meet EPA and TCEQ requirements for:

Construction Storm Water Pollution Prevent plan (SWPPP): Not required because we will not be disturbing 1 acre or more of soil.

Industrial SWPPP: Even though SIC code 3496 is the list of stormwater regulated codes that require a Multi-Sector General Permit) MSGP and a SWPPP we will qualify for a No exposure certification (NEC) because we are not going to contaminate stormwater with pollutants such as oil, metals, fuels, chemicals, wastes, etc. Our operation is fully enclosed, all fabrication, machining, cutting, welding is fully indoors; no materials, scrap, oils, drums, metals, or chemicals are stored outside, no loading unloading exposed to rain, no outdoor processing or waste handling; so we will register as "No exposure" with TCEQ. If we believe this statement is not true, we will make sure we have a SWPPP with MSGP coverage. We plan to obtain the permit and have the plan just to be safe in case they show up for an inspection. The other option to avoid this is to make sure we truly do not discharge any stormwater off-site to storm water drain, ditch, or a culvert that carries runoff to a river.

We have also evaluated the need for a Spill Prevention, Control and Countermeasures Plan (SPCC). This is EPA. This will not be required based not meeting the threshold of 1,320 gallons of oil stored above ground in containers 55 gallons and up and will not store oil underground. We also do not have potential to discharge oil into navigable waters or shorelines.

VI. REQUIRED ATTACHMENTS:

- A. A map and legal description (metes and bounds) of the facility site.
- B. CAD data or a shape file with the boundaries of the proposed facility site, and if the Reinvestment Zone and facility site are not the same, then also include CAD data or a shape file with the boundaries of the proposed Reinvestment Zone.
- C. Any financial information the applicant deems appropriate for evaluating the financial capacity and other factors of the Applicant.
- D. Any additional information the Applicant deems helpful to the evaluation of the application.

Note: FBC reserves the right to request additional financial and other information appropriate for evaluating the financial capacity and other non-financial factors.

Companies must submit a non-refundable application fee of \$1,000.00 with their application, made payable to Fort Bend County. Projects that require an assignment or amendment are also required to pay the same application fee in accordance with the adopted *Tax Abatement Guidelines*.

VI. CERTIFICATION:

I understand and certify that I have read the County of Fort Bend 's and County of Fort Bend Drainage District's current *Tax Abatement Guidelines*. I am familiar with the provisions contained therein, and that the information provided in this application may become a part of an incentive agreement with the County of Fort Bend. I also certify that I am authorized to sign this application, that the information provided herein is true and correct, and that knowingly providing false information will result in voiding the application and termination of any incentive agreement.

Signature: _____

Date: _____

Name: Ben Lyles
Title: North America Transformation Leader
Entity Name: Wireco WorldGroup, Inc.
Phone: 660-287-3864
Email: benlyles@wireco.com
Address: 24150 Oak Grove Lane
City: Sedalia State: MO
Zip: 65301
Website: www.wireco.com

VI. SUBMISSION & PAYMENT DETAILS:

Application Fee: \$1,000.00 (non-refundable)

Payment Instruction: Make check payable to "Fort Bend County Treasurer"

Submit Application to:

Return Original Executed Application to:

Fort Bend County Economic Opportunity & Development

Attn: Director of Economic Opportunity & Development

Address: 245 Commerce Green Blvd. Suite 165, Sugar Land, TX 77469 Telephone: 346-481-6911

EXHIBIT 4

FORT BEND COUNTY TAX ABATEMENT ANNUAL COMPLIANCE CERTIFICATE

Due by September 1 of current tax year

Current Tax Year _____

**This certification is being made on behalf of the OWNER / LESSEE (circle one)
Each must prepare a separate report**

Per the terms of the tax abatement agreement between Fort Bend County, Fort Bend County Drainage District and

Owner _____ and

Lessee (if applicable) _____

dated _____ we are in compliance with the following terms of the agreement:

1. Construction of the improvements was completed on: _____
2. Certified statement regarding project costs was provided to the Fort Bend County Economic Opportunity & Development office on: _____ (date)
3. Certificate of Occupancy was provided to the Fort Bend County Economic Opportunity & Development on: _____ (date)
4. Certified appraised value of the improvements as of January 1 _____ (current tax year) was \$_____ which meets the required minimum value requirement of \$_____. (If included in abatement agreement)
5. Certified appraised value of the eligible property (if included in abatement agreement) as of January 1 _____ (current tax year) was \$_____ which meets the required minimum value requirement of \$_____.
6. Are the property tax payments current and in compliance with the required obligations?
7. Total number of employees employed at the improvement for current tax year (if applicable) is _____ which meets the required minimum value requirement of _____. (Please provide supporting documentation (i.e., payroll record, TWC quarterly report, etc.)
8. Owner / lessee (circle one) filed the annual Application(s) for Property Tax Abatement Exemption (Form 50-116) with Fort Bend Central Appraisal District on _____(date).

9. If there are additional requirements under the specific abatement agreement(s) by and between Fort Bend County, Fort Bend County Drainage District, Owner / Lessee noted above, please list requirement(s) and certify compliance here:

At this time, Owner/Lessee (circle one) wishes to designate a different mailing address for notices under the terms of this abatement agreement.

NEW NOTIFICATION ADDRESS:

To Owner / Lessee: _____
(circle one) _____

Please indicate the basis for your authority to represent the property owner in filing this certificate:

_____ Officer of the company _____ General Partner of the company

_____ Attorney for property owner

_____ Agent for tax matters appointed under Tax Code Section 1.111 (copy of completed Form 50-162 filed with Fort Bend Central Appraisal District)

I _____, swear or affirm the following:
(print name)

- To the best of Company's knowledge and belief, each fact contained in this certificate is true and correct, and that Company is in compliance with the terms of the Agreement.
- Company understands that this Certificate is being relied upon by the County in connection with the tax abatement provided for in the Agreement.
- Company understands the consequences for noncompliance with the abatement agreement.

- The undersigned signatory has the legal and express authority to sign this Certificate on behalf of Company.

Signature of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

SWORN TO and SUBSCRIBED before me on this the _____ day



of _____ A.D. _____

NOTARY PUBLIC _____

STATE OF _____, COUNTY OF _____

MY COMMISSION EXPIRES _____

EXHIBIT 5

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FORT BEND COUNTY DRAINAGE DISTRICT BOARD
2025 TAX ABATEMENT GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENTS
Fort Bend County Drainage District**

WHEREAS, taxing entities in the State of Texas are authorized to provide Tax Abatements for historic preservation and economic development, pursuant to Chapter 312 of the Property Tax Code;

WHEREAS, the purpose and intent of these Guidelines and Criteria is to set forth the parameters under which Fort Bend County will generally operate a tax Abatement program in accordance with the Act;

WHEREAS, the Tax Abatement Program is intended to be an economic development tool to assist and encourage certain types of real and personal property investment within qualified Reinvestment Zones to benefit the residents of Fort Bend County;

WHEREAS, such investment is expected to result in the creation, retention and expansion of new full-time jobs while strengthening the tax base of Fort Bend County;

WHEREAS, all applications for tax Abatement will be considered on a case-by-case basis, and the decision to approve or deny tax Abatement shall be at the discretion of the Fort Bend County Drainage District Board;

WHEREAS the adoption of these Guidelines and Criteria does not imply or suggest that Fort Bend County is under any obligation to provide tax Abatement to any Applicant;

WHEREAS, before these GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN FORT BEND COUNTY, TEXAS were submitted to the Fort Bend County Drainage District Board, a public hearing was held in accordance with Texas Tax Code 312.002 (c-1);

NOW, THEREFORE BE IT RESOLVED, that Fort Bend County Drainage District Board elects to become eligible to participate in tax Abatement as described in Texas Tax Code 3(a) and does hereby adopt these GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN FORT BEND COUNTY, TEXAS to be effective as of the date executed.

I. DEFINITIONS

- A. "Abatement" means the full or partial exemption from ad valorem taxes of certain real property and/or Tangible Personal Property in a Reinvestment Zone designated by the Drainage District for economic development purposes.
- B. "Abatee" means a company or individual receiving a tax Abatement from Fort Bend County.
- C. "Applicant" means company or individual who has made application for tax Abatement with Fort Bend County.
- D. "Act" means the Property Redevelopment and Tax Abatement Act enacted as Chapter 312 of the Texas Tax Code, as amended.
- E. "Agreement" means a contractual Agreement between a property owner and/or Lessee and the Drainage District.
- F. "Base Year Value" means the appraised value in the Reinvestment Zone on January 1 preceding the effective date of the tax abatement agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the effective date of the agreement, or the sales price, if the property was conveyed subsequent to January 1, whichever is greater.
- G. "Commercial Building" means a new facility, a new addition to an existing facility or build-out of unoccupied space within an existing facility
- H. "Commissioners Court" means the Commissioners Court of Fort Bend County, Texas.
- I. "Drainage District Board" means the Drainage District Board of Fort Bend County, Texas.
- J. "Deferred Maintenance" means improvements necessary for continued operation which do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- K. "Employee" means a person whose employment is both permanent and full-time, who works for and is an employee of the Owner or an employee of a contract provider to the Owner, who works a minimum of 1,750 hours per year and whose employment is reflected in the Owner's (and/or contract provider's, as applicable) quarterly report filed with the Texas Workforce Commission (TWC); but excluding any direct contract (seasonal, part-time, and full-time equivalent).
- L. "Expansion" means the addition of buildings, structures, machinery, tangible personal property, equipment or payroll for purposes of increasing production or regional capacity.
- M. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- N. "Improvements" are as identified in the Texas Tax Code Chapter One.
- O. "Office of Economic Opportunity and Development" (EOD) means the Department of Economic Development and Opportunity, an internal County Department whose Director is an Executive Manager appointed by the Fort Bend County Commissioners Court.
- P. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease Agreement with a Lessor.

A Lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility. "Lessee" means the tenant who is occupying and operating or will occupy and operate an Eligible Facility under a legally binding lease Agreement with a Lessor. A Lessee of Real Property on which the Eligible Facility exists or is constructed may also own the Facility.

- Q. "Lessor" means the owner of an Eligible Facility or of the Real property on which an Eligible Facility is located that has a binding lease with a Lessee who will occupy and operate the Facility.
- R. "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.
- S. "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.
- T. "Owner" means the owner of Real Property on which an Eligible Facility is or will be located, who may also be the Lessor. Where the context requires, "Owner" means the owner of the Eligible Facility, who is the Lessee of Real Property on which the Eligible Facility is or will be located; provided that a specific definition or other provision to the contrary in an Agreement controls over this sentence.
- U. "Personal Property" means property that is not Real Property and consists of intangible and tangible personal property. Intangible Personal Property means a claim, interest (other than an interest in tangible property), right, or other thing that has value but cannot be seen, felt, weighed, measured, or otherwise perceived by the senses, although its existence may be evidenced by a document. It includes a stock, bond, note or account receivable, certificate of deposit, share, account, share certificate account, share deposit account, insurance policy, annuity, pension, cause of action, contract, and goodwill. Tangible Personal Property means Personal Property that can be seen, weighed, measured, felt, or otherwise perceived by the senses, but does not include a document or other perceptible object that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.
- V. "Real Property" means land or an improvement, or other property classified as such under state law.
- W. "Reinvestment Zone" means a geographic area of the Drainage District designated as such for the purpose of tax Abatement as authorized by Chapter 312 of the Texas Tax Code.
- X. "Tangible Personal Property" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment zone at any time before the period covered by the Agreement with the Drainage District.

II. GENERAL REQUIREMENTS/CONSIDERATIONS

- A. Fort Bend County Drainage District is authorized to provide Tax Abatement benefits in accordance with the State of Texas Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"). Said Act requires the establishment of these Guidelines and Criteria for the governing of tax Abatement Agreements between Fort Bend County Drainage District and eligible entities.
- B. The Act furthermore permits the designation of "reinvestment zones" in accordance with specific criteria which the Drainage District may create for property not located within a municipality.
- C. Creation of New Value: An Abatement may only be granted for the additional value of eligible Improvements made subsequent to and specified in an Abatement Agreement between the Drainage District and the property owner or lessee, subject to such limitations as the County may require. The term of the Abatement shall not extend past ten (10) years.
- D. Projects seeking economic incentives must provide written assurance that 'but for' the incentive sought, the proposed project will not occur, or would otherwise be substantially altered so that the economic returns or other associated public purpose secured by the Drainage District's incentive would be reduced.
- E. Standards for Tax Abatement: It is within the sole discretion of Drainage District Board to grant an Abatement to an Applicant. The below standards will be considered in determining the percentage of value to be abated and the duration of the Agreement, unless otherwise required by Reinvestment Zone:
 - 1. Size, scope and location of the capital investment;
 - 2. Creation of new jobs or prevention of job loss; as well as improved working conditions for employees without simply transferring employment from one part of the Drainage District to another;
 - 3. Impact on existing business and the local economy;
 - 4. Whether the business will provide a long-term source of revenue to local government when Abatement ends and the business is subject to full taxation;
 - 5. Whether granting the Abatement will be an economic development tool anticipated to encourage infrastructure improvements or other building ventures in the area;
 - 6. How the area may benefit from community benefit programs that are identified by Drainage District Board for participant contribution under the Abatement program; and/or
 - 7. Any factor determined by Drainage District (collectively or by Precinct) to be relevant to economic development in Fort Bend County Drainage District.
- F. Eligible Property:
 - 1. Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, site improvements, and related fixed

- improvements necessary to the operation and administration of the facility.
2. New and Existing Facilities: An Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- G. Ineligible Property: Property that is fully Taxable and ineligible for Tax Abatement such as:
1. Land, existing improvements, tangible personal property that the Fort Bend Central Appraisal District (FBCAD) classifies as inventory or supplies, real property used primarily to provide retail sales or services to the public, real property used for residential purposes, tangible personal property classified as furnishings, tangible personal property located in the Reinvestment Zone prior to the effective date of the tax Abatement Agreement, real property with a productive life of less than 10 years, or any other property for which Abatement is not allowed by state law; and
 2. Property located on real property that owes or come to owe delinquent taxes. Otherwise, eligible property will be deemed ineligible if located on real property that is delinquent even if the Real Property Owner is not the Owner of the property for which the Abatement is requested.
- H. Basic Qualifications: A planned improvement shall meet the following minimum requirements to be considered for Tax Abatement:
1. Minimum Requirement:
 - a. Must have a minimum combined investment of \$10,000,000 in real and/or business personal property improvements (new projects) or \$5,000,000 (expansions). Or
 - b. Create and/or retain employment for at least 20 positions on a full-time equivalent in Fort Bend County for the duration of the Abatement period where the abated property is or will be located. These full-time jobs are required to pay at least \$18 per hour to be eligible.
 2. The company must offer a health benefit plan to its full-time employees at a which allows access to the plan by the employees' dependents.
 3. Must not to solely or primarily lead to the transferring of employment from one part of County to another part of Drainage District.
 4. An Applicant may seek a variance from a Basic Qualification by submitting a request in written form along with the required standard application. Such requests shall include a complete description of the circumstances explaining why the Applicant should be granted a variance. Approval of a request for variance requires a four-fifths vote of the Fort Bend County Drainage District.

III. INFRASTRUCTURE AND ROAD USE

- A. The Abatee is solely responsible for all costs associated with the use and impact on County roads and rights-of-way (including bridges, culverts, ditches, etc.) resulting from the construction, ongoing maintenance, and operation of the Abated Facility

Site and associated facilities.

- B. Coordination with County Engineering: The Abatee must coordinate all use of County roads and rights-of-way with the County Engineering Department and attend a pre-development meeting before construction commences.
- C. Road Use Plan Submission: At least three (3) business days prior to construction, the Abatee must submit a road use plan to the County Engineering Department. This plan should detail all affected roads and proposed routes for pipelines, utilities, or transportation corridors.
- D. Developer Agreement Requirements: Before construction can begin, the Abatee must execute a Developer Agreement with the County for potential road reconstruction and repair. Construction cannot proceed until this agreement is fully executed and approved.
- E. Road Maintenance Cost: The County will track the costs of maintaining roads used for the construction and operation of the Abated Facility Site to ensure public safety. The County will regularly invoice the Abatee for these costs, and the Abatee must pay these invoices in accordance with the terms set forth by the County.
- F. Road Reconstruction Costs: If road reconstruction becomes necessary at any point due to the Abatee's activities, the County will invoice the Abatee for the actual costs incurred. This includes all construction expenses, professional services, and related work required to restore the affected infrastructure.
- G. Non-Compliance and Enforcement: If the Abatee fails to meet any of these responsibilities, the County retains the right to suspend construction, withhold permits, impose financial penalties, or pursue legal action to recover outstanding road maintenance and reconstruction costs. These Remedies are in addition to the Recapture Provisions provided for in this Agreement.

IV. APPLICATION PROCESS

- A. The Application for Tax Abatement may be obtained online via the County Office of Economic Opportunity and Development website and will include instructions for submission of the completed application package.
- B. Applications shall include all supporting documentation and a \$1,000.00 non-refundable application fee¹ made payable to Fort Bend County.
- C. Supporting documentation shall include:
 - 1. A map and legal description (metes and bounds) of the facility site;
 - 2. CAD data or a shape file with the boundaries of the proposed facility site, and if the Reinvestment Zone and facility site are not the same, then also include CAD data or a shape file with the boundaries of the proposed Reinvestment Zone;
 - 3. A general description of the improvements for which the Abatement is sought and the extent of the modernization, expansion, or new improvement which will be part of the facility. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application.

4. Financial and other information as Fort Bend County deems appropriate for evaluating the financial capacity and other factors of the Applicant;
 5. A time schedule for undertaking and completing the planned improvements; and
 6. Any additional information the Applicant deems helpful to the evaluation of the application.
 7. Written assurances why the requested Tax Abatement is necessary to ensure that the proposed project be located in Fort Bend County Drainage District and that 'but for' the incentive sought, the proposed project would not occur, or would otherwise be substantially altered so that the economic returns (or other associated public purpose) secured by the County's incentive would be reduced .
- D. The application will become part of the Tax Abatement Agreement and kept on file as a record of the Drainage District. If granted, the Tax Abatement Agreement may be rescinded upon finding any representation made in the application and/or supporting documentation was incorrect or false.

¹ See Texas Local Government Code §381.004

- E. The Office of Economic Opportunity & Development shall confirm that the Applicant has submitted all required documents and confirm that the fee has been tendered by the Applicant before conducting an initial review of the Application.
- F. Submission of an Application is acknowledgement by the Applicant of familiarity and assumed compliance with GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN FORT BEND COUNTY DRAINAGE DISTRICT, TEXAS.
- G. If a proposed project's investment, job creation, wages or construction schedule change significantly following the submittal of a completed application and payment of the fee, or if an Agreement has not been finalized by the 364th day after application submission, Fort Bend County may close the pending application. Any submission of a new or subsequent application following such a closing will require another accompanying application fee.
- H. To the extent allowed by law, information that is provided in connection with an application or request for tax Abatement that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax Abatement is sought is confidential and not subject to public disclosure until the tax Abatement Agreement is executed. After execution of the Agreement, the information is not confidential.

V. REINVESTMENT ZONES

- A. Tax Abatement Agreements may be executed regarding Eligible Property in a Reinvestment Zone located within the boundaries of:
 1. A single city or county zone;
 2. Contiguous county and/or city zones; or
 3. Overlapping city/county zones; but not overlapping county zones.

- B. Commissioners Court must designate a Reinvestment Zone as a required part of the Tax Abatement process for property not already located in a Reinvestment Zone and in the unincorporated areas of the County. The Drainage District Board does not create Reinvestment Zones.
- C. Inquiries regarding Reinvestment Zones should be referred to the County Attorney's Office. Creation of Zones will require coordination with the County Judge's Office for public notice, hearings and orders for submission to Commissioners Court. At a minimum, the Applicant shall provide copies of the map and legal description (metes and bounds) of the property and the CAD data or a shape file with the boundaries of the proposed zone.
- D. Value Abated in the Reinvestment Zone:
 - 1. Base Value: Once a Reinvestment Zone is established, the portion of value abated for property and the duration of the exemption shall be the same for each owner that executes an Abatement Agreement in the same zone thereafter. However, the Drainage District may assign different percentages of Abatement per project by the same Owner within the Zone.²
 - 2. Incremental Incentives: Any owner of property applying for Tax Abatement in a County created Reinvestment Zone may negotiate up to three additional percentage points to be added to the base Abatement percentage established for the Zone as a condition of agreeing to following business practices that have been determined to be of significant social value to the area in which the project will be located. Such an incentive must be clearly articulated in the Agreement and state with specificity the requirements that

² An example could be that all property owners shall receive 45% Abatement for a first project, 55% on a second project, etc. This reflects the same value per owner but different percentage per number of projects.

must be met in order to capture the incremental incentive as well as articulate what documentation will be required to verify compliance.

- E. Reinvestment Zone Creation Orders shall comply with the requirements of the Tax Code and shall set out the abatement percentage established for the Zone. In the event that a Property Owner receives abatement on additional projects in the Zone, the Order shall be appended to reflect a schedule of percentages that will likewise be available to other Abatees in the Zone.
- F. Having property located in a Reinvestment Zone does not result in a tax Abatement unless and until a property owner has executed an Abatement Agreement with the Drainage District.

VI. AMENDMENTS TO AGREEMENTS

- A. Amendments to Executed Agreements (which includes any modification of Terms) may only be made by written request to the Director of Economic Opportunity and Development. Such requests shall include a complete and detailed description

explaining why the amendment is necessary.

- B. An Abatee seeking Amendment to an Executed Agreement shall attend the meeting in which the item will be considered and be available to address the Court. Amendments will be approved only by a four-fifths vote of the Commissioners Court.
- C. A request for an Amendment to an Executed Agreement is considered a separate application from the original application seeking tax Abatement. The required application fee and notice requirements of Texas Tax Code Section 312.207 will apply to the Amendment request.
- D. The following apply to Assignments, which are a specific type of Amendment: The Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by the Drainage District Board; subject to the financial capacity of the assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of the new contractual Agreement with the Drainage District, which is an amendment to the Agreement. No

assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. Assignee must swear and affirm in the Amendment that they are not in default with any taxing jurisdiction in the State of Texas.

VII. RECAPTURE

- A. Failure to Commence Operation During Term of Agreement: In the event that the facility is not completed and does not begin operation with the minimum number of permanent jobs by the January 1st following the completion of construction, no tax Abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the owner of such a facility fails to begin operation with the minimum number of permanent jobs by the next January 1st, the Drainage District may terminate the tax Abatement Agreement. If the Drainage District sends Abatee notice of cancellation, all abated taxes must be recaptured and paid within sixty (60) days of such termination. If the Drainage District does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.
- B. Discontinuance of Operations During Term of Agreement: In the event the facility is completed and begins operation with the required minimum number of permanent jobs, but subsequently discontinues operations and the minimum number of permanent jobs is not maintained on any January 1st during the term of the Agreement after the completion of construction, for any reason except on a temporary basis due to fire, explosion or other casualty or accident or natural disaster, the Drainage District may terminate the tax Abatement Agreement. If the Drainage District sends Abatee notice of cancellation, all abated taxes shall be recaptured and paid within sixty (60) days of such termination. If the Drainage

District does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.

- C. Delinquent Taxes: In the event that the owner allows any ad valorem taxes to become delinquent on any property in Fort Bend County (whether abated or not) and fails to timely and properly follow the legal procedures for their protest and/or contest the tax Abatement Agreement, the Drainage District may terminate the tax Abatement Agreement. If the Drainage District sends Abatee notice of cancellation, all abated taxes shall be recaptured and paid within sixty (60) days of such termination. If the Drainage District does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated. The total taxes assessed without Abatement for that tax year, shall be paid within sixty (60) days from the date of the termination. If the Drainage District does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.
- D. Performance Criteria: In the event that the owner fails to meet any other performance criteria provided by the Tax Abatement Agreement, County may terminate the tax Abatement Agreement. If Drainage District sends Abatee notice of cancellation, all abated taxes and paid within sixty (60) days of such termination. If the Drainage District does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.
- E. Actual Capital Investment: Should Fort bend County determine that the total level of capital investment in the eligible property is lower than provided in the Agreement, the Drainage District, at its sole discretion, reserves the right to adjust the tax Abatement percentage to reflect the actual capital investment as determined or to terminate the Agreement. If County sends Abatee notice of cancellation, shall be recaptured and paid within sixty (60) days of such termination. If the County does not receive full payment within said 60 days, a penalty may be added, equal to 15% of the total amount abated.
- F. Notice of Default: Should Fort Bend County determine that the owner is in default, according to any other terms or conditions of its Agreement, it shall notify the owner in writing at the address stated in the Agreement that, if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period"), then the Agreement may be terminated and the taxes abated by virtue of the Agreement may be recaptured and paid as provided herein.

VIII. ADOPTION AND EXPIRATION OF GUIDELINES AND CRITERIA

- A. These Guidelines and Criteria shall apply upon adoption by Order of the Fort Bend County Commissioners Court and shall remain in effect with applicable amendments from time to time, for two years from the date adopted.
- B. During this period, these Guidelines and Criteria may be amended or repealed in accordance with state law. No extension of these Guidelines and Criteria is authorized except by amendment consistent with Chapter 312 of the Texas Tax Code.
- C. No Reinvestment Zone and/or Tax Abatement Agreement may be authorized in reliance upon these Guidelines and Criteria beyond May 11, 2025.

- D. Applications dated prior to the Adoption of these Guidelines and Criteria shall be governed by the Guidelines approved as of the date of the Application, subject to the limitation of time governing the time an application may be left pending and the requirements of law.
- E. The Adoption of these Guidelines and Criteria by the Drainage District does not:
 - 1. Limit the discretion of the County to decide whether to enter into a specific tax Abatement Agreement; or
 - 2. Limit the discretion of the Drainage District to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax Abatement; or
 - 3. Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax Abatement.
 - 4. Limit the ability to deviate from these guidelines and criteria for good cause.
- F. An executed copy of these approved guidelines and criteria governing tax abatement agreements for Fort Bend County Drainage District shall be posted on the Office of Economic Opportunity and Development website in compliance with the requirements of taxing units stated in Tax Code Section 312.002 (c-2).

PASSED AND APPROVED BY COMMISSIONERS COURT this 10 day of June 2025.

George
County Judge KP George

Commissioner Vincent Morales, Precinct 1

Grady Prestage
Commissioner Grady Prestage, Precinct 2

W. R. Meyers
Commissioner Andy Meyers, Precinct 3

Dexter McCoy
Commissioner Dexter McCoy, Precinct 4



ATTEST:
Laura Richard
Laura Richard, County Clerk

Reviewed:

Carlos Guzman
Carlos Guzman
Economic Opportunity & Development Director