

ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING

THIS ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING (“Assignment”) is entered into this 13th day of October, 2025 (“Effective Date”) by and between **TEXAS HERITAGE PARKWAY IMPROVEMENT DISTRICT**, a political subdivision of the State of Texas (“THPID”), **FORT BEND COUNTY, TEXAS**, a political subdivision of the State of Texas (“County”), and **GM EQUITY GROUP, LLC**, a Texas limited liability company, (“GMEG”).

BACKGROUND:

GMEG, the County, and the City of Fulshear, Texas (“City”), entered into that certain Memorandum of Understanding (“MOU”), attached hereto as **Exhibit A**, regarding the development of approximately 137.294 acres of land in Fort Bend County, Texas, (“Property”) that currently lies in the City’s extraterritorial jurisdiction (“ETJ”).

The City agreed to provide water and wastewater utilities/service, connecting to the City’s public utilities facilities, to GMEG for the development of the Property benefiting both GMEG and the County for its portion of the Property donated by GMEG.

THPID agreed to accept water and wastewater utilities/service on a wholesale basis on behalf of GMEG and the County.

GMEG assigned to THPID all GMEG’s rights and obligations under the MOU, and THPID accepted the assignment thereof and assumed the rights and obligations in the MOU, (“GMEG Assignment”) attached hereto as **Exhibit B**.

The County assigned to THPID all County’s rights and obligations under the MOU, and THPID accepted the assignment thereof and assumed the rights and obligations in the MOU, (“County Assignment”) attached hereto as **Exhibit C**.

The City has determined it will provide water and wastewater utilities/service directly to the Property under the original terms of the MOU.

THPID now desires to assign the rights and obligations under the MOU obtained by the GMEG Assignment and the County Assignment, and GMEG the County desire to accept the assignment thereof and assume the rights and obligations in the MOU.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, THPID, County and the GMEG agree as follows:

1. Assignment to GMEG. THPID has this day ASSIGNED and TRANSFERRED, and by these presents does hereby ASSIGN and TRANSFER back to GMEG, all the rights, title and interest in, to and under the MOU obtained by THPID under the GMEG Assignment.

2. Assignment to County. THPID has this day ASSIGNED and TRANSFERRED, and by these presents does hereby ASSIGN and TRANSFER back to the County, all the rights, title and interest in, to and under the MOU obtained by THPID under the County Assignment.

3. Assumption by GMEG. GMEG hereby accepts this assignment and hereby assumes all the rights and liabilities and agrees to perform and discharge all duties and obligations to be performed and/or discharged by GMEG under the MOU.

4. Assumption by County. County hereby accepts this assignment and hereby assumes all the rights and liabilities and agrees to perform and discharge all duties and obligations to be performed and/or discharged by the County under the MOU.

5. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary and it shall not be necessary that the signatures of all parties be contained in any one counterpart. Additionally, the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

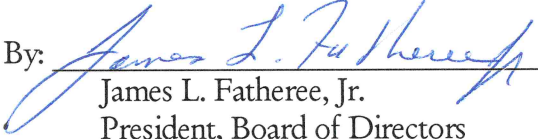
6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

EXECUTED to be effective as of the Effective Date.

THPID:

Texas Heritage Parkway Improvement District,
a political subdivision of the State of Texas

By:


James L. Fatheree, Jr.
President, Board of Directors

COUNTY:

Fort Bend County, Texas,
a political subdivision of the State of Texas

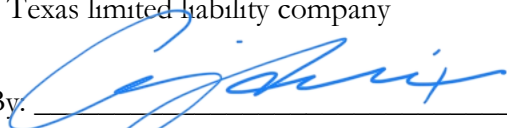
By: _____

KP George,
County Judge

GMEG:

GM Equity Group, LLC,
a Texas limited liability company

By. _____



Christopher Ginter,
Member

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN GM EQUITY GROUP, LLC; CITY OF FULSHEAR; AND FORT BEND COUNTY

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into between **GM EQUITY GROUP, LLC**, a Texas limited liability company (“GM Equity” or “GMEG”) and the **CITY OF FULSHEAR, TEXAS** (“Fulshear”), with **FORT BEND COUNTY** (“FBC” or Fort Bend”) being a party by assignment/conveyance of certain property and property interests at issue herein; is dated as of the **13th day of May, 2022**, on the terms and conditions set forth herein; and is subject to final approval by each of the respective Party Representatives, including the City Council of the City of Fulshear and Fort Bend County Commissioner’s Court. It is intended that this MOU be a non-binding understanding of essential terms to address the matters and issues set forth herein and shall not become binding upon the Parties unless and until accepted and approved by the City Council of the City of Fulshear and Fort Bend County. Notwithstanding any term, provision or understanding of same concerning this MOU to the contrary, upon the MOU terms and provisions being accepted and approved by the City Council of the City of Fulshear and Fort Bend County, then the terms, provisions, conditions, rights, benefits and obligations set forth in this MOU shall become a binding agreement between the Parties hereto.

RECITALS

Whereas, GM Equity owned approximately 137.294 acres of land along FM 1093, in the Enoch Latham Survey, Abstract 50, Fort Bend County, as more particularly identified as set forth in Exhibit “A” attached hereto (referred to herein as “GM Property”); and

Whereas, in December of 2011 under the Fulshear administration then handling Fulshear matters and serving the City of Fulshear at that time, Fulshear sought participation from landowners along FM 1093 East of FM 359 to provide easements for water and sewer line expansion, with such easements to be placed on landowner private property under various agreements between landowners and Fulshear; and

Whereas, in December of 2011, in addition to participation in providing the easements referenced above, Fulshear granted landowners along 1093 East of FM 359 the right to obtain water and sanitary sewer utilities to develop their respective properties, with such rights to be purchased by agreement at a rate of \$2,050.00/acre, and with the total fee assessed to the GM Property being \$281,335.85, which amount after approved adjustments have been previously paid in full; and

Whereas, out of the GM Property total of 137.237 acres GM Equity donated to Fort Bend County approximately 17.34 acres for Texas Heritage Parkway (THP) right of way; approximately 5 acres for the Library Site for purposes of building a Public Library (referred to herein as “FBC Library”); and approximately 10 to 12 acres \pm for detention purposes, as more specifically set forth in that certain *Purchase and Sale Agreement with Purchase Option, Revisions and Clarifications* executed on or about November 23, 2020; and

Whereas, Fort Bend County owns the FBC Library property, on which FBC is building a Public Library, and which property is also anticipated to utilize, purchase, and be provided water and wastewater utilities from Fulshear, on the terms and conditions set forth herein; and

Whereas, in December of 2011, Fulshear and GM Equity entered into an agreement that included GM Equity conveying a property easement to Fulshear to run Fulshear's water and wastewater pipelines through to connect to the LCISD property for new middle and high school campuses, and that included GM Equity providing valuable easement property rights to Fulshear, and GM Equity purchasing capacity in Fulshear's water and wastewater pipelines and plant (on the terms referenced hereinabove), for use in the development of the GM Property; and

Whereas, GM Equity has paid to Fulshear the amounts, after adjustments, called for in GM Equity's purchase of water and wastewater capacity for the GM Property, as referenced above and as set forth in the documents and invoices attached as Exhibit "B"; and

Whereas, disputes have arisen concerning GM Equity's purchase of water and wastewater capacity to the GM Property, and concerning the rights and obligations of Fulshear relating to such water and wastewater utilities to the GM Property (including the FBC Library property); and

Whereas, by reason of such uncertainties, disputes and controversies between GM Equity and Fulshear relating to Fulshear providing water and wastewater utilities to the GM Property (to include the FBC Library property), and the Parties desire to address such uncertainties and implement and effectuate other means of resolution of such disputed matters, the Parties hereto desire to enter into this MOU of essential terms that form the basis of a binding resolution/settlement agreement, upon acceptance and approval of the City of Fulshear City Council and FBC; and

Whereas, this nonbinding MOU is intended to set forth the material transaction terms acceptable to all Parties, and which terms and provisions set forth herein are intended by the Parties to become a binding agreement upon acceptance and approval by the City of Fulshear City Council and by FBC; and upon such acceptance and approval by the City of Fulshear City Council and by FBC, this MOU to thereafter be considered a binding resolution/settlement agreement or development agreement, to be used for long-term foreseeability in regulatory requirements and development standards by Fulshear regarding the GM Property and FBC Library Property concerning, relating to, and incorporating the terms, conditions, provisions and obligations as generally set forth herein.

MOU ESSENTIAL TERMS

Therefore, in reliance upon and in consideration of the foregoing recitals and the Parties desire to resolve this dispute through a formal resolution/settlement agreement, the Parties propose the following material transaction terms to be included in and to become a formal resolution/settlement agreement upon acceptance and approval by the Fulshear City Council and FBC:

1. Fulshear agrees to provide water and wastewater utilities/service, connecting to Fulshear's public utilities facilities, to GM Equity for development of the GM Property, on the following terms and conditions, with GM Equity being assessed and credited for the following payments, property and consideration:

- a. GM Equity and FBC to receive water and wastewater utilities (“W/W Utilities”) capacity equivalent to an estimated 160 ESFC’s (“Service Units”), of which GM Equity is allocated 127 Service Units, and FBC is allocated up to 33 Service Units; however, in the event FBC does not utilize its estimated 33 Service Units, any unused Service Units shall revert to GM Equity, at its option and for its use, with GM Equity to reimburse FBC for Impact Fees on such Service Units at the rate of \$5,500.00/Service Unit. To the extent GM Equity needs additional W/W Utilities beyond the estimated ESFC’s set forth herein, and to the extent Fulshear has the capacity to provide such additional W/W Utilities, the Impact Fees on such Service Units shall be at the rate of \$5,500.00/Service Unit.
- b. GM Equity to receive payment/consideration credit towards the estimated impact fees and costs [\$880,000.00 (based on 160 ESFC’s @ \$5,500.00/Service Unit)] for such W/W Utilities costs in the following amounts: i) **\$281,335.85** (prior payment, with consideration for adjustments); ii) credit for easement conveyed to Fulshear, valued at **\$86,000.00**; and iii) other credit for consideration provided by GM Equity to Fulshear from past transactions between the Parties valued at **\$48,064.15**.
- c. GM Equity to pay the additional amount of **\$282,000.00** (unless reduced pursuant to Provision “3” below) to Fulshear as Impact Fees for W/W Utilities to the GM Property. No additional amounts of Impact Fees or other fees/costs shall be collected by Fulshear from GM Equity based on the ESFC’s contemplated by this MOU, except as otherwise set forth herein.
- d. If and to the extent Fulshear wishes to upsize the currently-planned 8-inch main water line running N/S from 1093 to the Johnson Development/CCR/MUD facilities North of the GM Property to a larger water line, Fulshear shall provide timely notice of such request, and agrees to either pay the cost for such upsized water line or credit such amount to the amounts owed by GM Equity to Fulshear as set forth herein.
- e. Fulshear shall provide, within 60 days of receipt of written notice, two (2) access points along with twelve-inch taps into the Fulshear water lines, at no additional cost or fees to GM Equity, with GM Equity providing notice to Fulshear of the placement for such access points/taps.
- f. If and to the extent the Parties should enter into further agreements that include taps to be provided by Fulshear for W/W utilities to be provided to the GM Property, such tap fees to be assessed by Fulshear shall be at the tap fee rates that currently exist as of the date of this Agreement with such guarantee of the rate to expire 7 years after the date of this agreement, at which time the applicable tap fee rates shall be at the then-existing Fulshear tap fees rate.
- g. As long as the GM Property is in the Fulshear ETJ, Fulshear agrees to provide water to GM Equity at a factor of 1.25 times Fulshear’s then-applicable water rate for a period of twenty (20) years. The Parties (Fulshear and GM Equity) agree to negotiate in good faith a new multiplier not to exceed a factor of 1.50 times Fulshear’s applicable water rate.
- h. Fulshear shall promptly present this MOU to Fulshear City Council for consideration and requested approval, and upon such approval, agrees to promptly provide to GM Equity, upon request, all requirements necessary to authorize implementation of W/W Utilities to the GM Property.

- i. It is intended by this MOU and any further formal documents and agreements, if any, between the Parties relating to these issues that the Parties will act in good faith and will promptly take action in furtherance of the spirit and intent of this MOU, including providing any further documents and information, and taking any and all additional and further actions reasonably necessary to promptly and timely provide GM Equity access to such W/W Utilities as contemplated by this MOU.
 - j. GM Equity shall be entitled to enter into a reimbursement agreement with Texas Heritage Parkway Improvement District (“THPID”) for W/W Utilities costs, as may be available to GM Equity.
 - k. GM Equity acknowledges that it is still subject to all development rules, regulations, inspections, and fees that any other development would be subject to in the City’s ETJ.
 - l. To the extent that any of the GM Property should be annexed into the City of Fulshear, such annexed GM Property shall be subject to, and receive the benefit of, City of Fulshear terms, provisions, obligations and benefits (including City of Fulshear Ordinances) applicable to annexed property within the Fulshear City limits.
2. Fulshear agrees to provide W/W Utilities to Fort Bend County for development of the FBC Library Tract and for use in the FBC Library, on the following terms and conditions:
 - a. FBC to receive water and wastewater utilities (“W/W Utilities”) capacity equivalent to approximately 33 ESFC’s (“Service Units”), or as otherwise indicated by FBC to Fulshear via FBC’s separate dealings between these two Parties.
 - b. FBC to pay to Fulshear **\$182,600.00** as impact fees for its W/W Utilities capacity for the FBC Library. No additional amounts of Impact Fees shall be collected by Fulshear from FBC based on the ESFC’s contemplated by this MOU. Any unused Service Units by FBC shall be treated in accordance with Provision “1.a.” above.
 - c. It is the intent that FBC shall tap off of the 8-in or larger water line to be incorporated and included in utilities easements as engineered, designed and presented to Fulshear via plat. However, to the extent that FBC should need to access water through any other tap, such tap fees shall be at the current Fulshear tap fees as of the date Ordinance No. 2013-1126 with such guarantee of the rate to expire 5 years after the date of this agreement.
 - d. As long as the FBC Library Property is in the Fulshear ETJ, Fulshear agrees to provide water to FBC at a factor of 1.25 times Fulshear’s then-applicable water rate for a period of twenty (20) years. The Parties agree to negotiate in good faith a new multiplier not to exceed a factor of 1.50 times Fulshear’s applicable water rate.
 - e. Fulshear shall promptly present this MOU to Fulshear City Council for consideration and requested approval, and upon such approval, agrees to promptly provide to FBC, upon request, all requirements necessary to authorize implementation of W/W Utilities to the FBC Library Property.

- f. It is intended by this MOU and any further formal documents and agreements between the Parties relating to these issues that the Parties will act in good faith and will promptly take action in furtherance of the spirit and intent of this MOU, including providing any further documents and information, and taking any and all additional and further actions reasonably necessary to promptly and timely provide FBC access to such W/W Utilities as contemplated by this MOU.
 - g. FBC shall be entitled to enter into a reimbursement agreement with Texas Heritage Parkway Improvement District ("THPID") for W/W Utilities costs, as may be available to FBC.
3. At Fulshear's option, if and to the extent Fulshear wishes to obtain up to a 50-ft right of way (ROW) for construction/development/expansion of Tiki Road to connect to the GM Property, GM Equity agrees to convey such ROW to Fulshear or its assigns. Should such Tiki Road option be invoked by Fulshear, then the amount set forth above in provision "1.c." to be paid by GM Equity to Fulshear for impact fees shall be reduced from **\$282,000.00** to **\$200,000.00**. Fulshear shall notify GM Equity of its decision concerning this option as soon as is reasonably feasible, but no later than six (6) months after the GM Property or the FBC Property is platted, whichever is first to be platted.
 4. This MOU is non-binding on the Parties unless and until approved and accepted by City of Fulshear City Council, by GM Equity representatives, and by FBC Commissioner's Court or other FBC representatives. Upon acceptance of the terms and provisions set forth in this MOU by the City of Fulshear City Council and by FBC (i.e., by FBC Commissioner's Court), then and upon such acceptances the terms in this MOU shall become a binding agreement between the Parties without any further action being taken. If for any reason any of the terms of this MOU are not accepted and approved by the City of Fulshear City Council or by FBC, nothing herein shall diminish the rights and standing of any Party as to the term or provision not accepted or agreed to, with each Party retaining any and all rights and defenses as currently exist relating to such term or provision, or relating to this MOU as a whole.

Agreed and Accepted as a non-binding MOU, to become a binding agreement upon acceptance and approval by the City of Fulshear City Council and FBC Commissioner's Court:

GM EQUITY GROUP, LLC

By: 

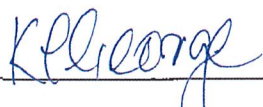
Title: Member

CITY OF FULSHEAR

By: 

Title: Mayor

FORT BEND COUNTY

By: 

Title: County Judge

Exhibit A

EXHIBIT A Land

FIELD NOTES FOR A 137.294 ACRE TRACT OF LAND IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS, BEING THAT CERTAIN CALLED 137.2730 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2004144910, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE EAST LINE OF SAID CALLED 137.2730 ACRE TRACT AS BEING SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST (CALLED SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST).

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of F. M. Highway 1093 for the southeast corner of said called 137.2730 acre tract, same being the southwest corner of an adjoining called 3.662 acre tract described in deed recorded under County Clerk's File Number 2005096644, Official Public Records, Fort Bend County, Texas, for the southeast corner and Place of Beginning of the herein described 137.294 acre tract of land;

THENCE South 85 degrees 16 minutes 18 seconds West (called South 85 degrees 15 minutes 36 seconds West) along the south line of the herein described tract and the south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 723.02 feet (called 723.02 feet) to a 5/8 inch iron rod with cap marked "5070" found for corner, same being the southeast corner of an adjoining called 3.0 acre tract described in deed recorded under County Clerk's File Number 2001068335, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 25 seconds West (called North 00 degrees 23 minutes 52 seconds West) along the common line of the herein described tract and said adjoining called 3.0 acre tract, 608.67 feet (called 608.67 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northeast corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 12 minutes 22 seconds West (called South 85 degrees 11 minutes 58 seconds West) continuing along said common line, 209.00 feet (called 209.00 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northwest corner of said adjoining called 3.0 acre tract;

THENCE South 00 degrees 04 minutes 09 seconds East (called South 00 degrees 05 minutes 44 seconds East) continuing along said common line, 608.71 feet (called 608.71 feet) to a 5/8 inch iron rod with cap marked "5070" found in the north right-of-way line of F. M. Highway 1093 for corner, same being the southwest corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 14 minutes 42 seconds West (called South 85 degrees 14 minutes 19 seconds West) along the south line of the herein described tract and south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 699.12 feet (called 699.12 feet) to a 5/8 inch iron rod found for the lower southwest corner of the herein described tract and the lower southwest corner of said called 137.2730 acre tract, same being the

Exhibit A

southeast corner of an adjoining called 124.4749 acre tract described in deed recorded under County Clerk's File Number 2005092052, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 27 seconds West (called North 00 degrees 25 minutes 24 seconds West) along the common line of the herein described tract and said adjoining called 124.4749 acre tract, 399.17 feet (called 399.17 feet) to a 5/8 inch iron rod found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the lower northeast corner of said adjoining called 124.4749 acre tract;

THENCE South 85 degrees 18 minutes 03 seconds West (called South 85 degrees 17 minutes 25 seconds West) continuing along said common line, 127.50 feet (called 127.50 feet) to a 5/8 inch iron rod found for the upper southwest corner of the herein described tract and the upper southwest corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 124.4749 acre tract;

THENCE North 00 degrees 25 minutes 32 seconds West (called North 00 degrees 25 minutes 32 seconds West) continuing along said common line, 3,184.46 feet (called 3,184.04 feet) to a 5/8 inch iron rod found for the northwest corner of the herein described tract and the northwest corner of said called 137.2730 acre tract, same being the upper northeast corner of said adjoining called 124.4749 acre tract, said point also being in a south line of an adjoining called 1,214.62 acre tract (Tract II) described in deed recorded under County Clerk's File Number 2005115742, Official Public Records, Fort Bend County, Texas;

THENCE South 89 degrees 21 minutes 53 seconds East (called South 89 degrees 21 minutes 53 seconds East, adjoiner called North 88 degrees 23 minutes 39 seconds East) along the north line of the herein described tract and the north line of said called 137.2730 acre tract, same being a south line of said adjoining called 1,214.62 acre tract, 1,762.00 feet (called 1,762.00 feet, adjoiner called 1,761.94 feet) to a 5/8 inch iron rod found for the northeast corner of the herein described tract and the northeast corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 1214.62 acre tract;

THENCE South 00 degrees 20 minutes 37 seconds East (called South 00 degrees 20 minutes 37 seconds East, adjoiner called South 02 degrees 37 minutes 40 seconds East) along the east line of the herein described tract and the east line of said called 137.2730 acre tract, same being a west line of said adjoining called 1,214.62 acre tract, at 3,018.31 feet (adjoiner called 3,018.31 feet) pass a 3/4 inch iron rod found on said line for a southwest corner of said adjoining called 1,214.62 acre tract, same being the northwest corner of the aforementioned adjoining called 3.662 acre tract, and continuing for a total distance of 3,418.54 feet (called 3,417.84 feet) to the Place of Beginning and containing 137.294 acres of land, more or less.

Exhibit B



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulshearbt.com

October 31, 2011

Dr. Glen Ginter
GM EQUITY GROUP, LLC
21830 Kingsland Blvd., Suite 104
Katy, TX 77450

Dear Dr. Ginter,

This letter comes following our correspondence concerning the City's water and sewer line extension through and to your property. Per those conversations, the City hereby assures you that as work progresses through your property any and all damages resulting from that work will be remedied by the City through its contractor.

Further, in those notes you indicated that you would like to financially participate in the project on a schedule of payments that would be made in over three years at no interest. The first of those payments would be due no later than June 30th 2012, a second payment would be due no later than June 30, 2013 and the final payment would be made no later than June 30, 2014. The City is amenable to such an arrangement.

Under those terms the first payment of \$80,000.00 will be due June 30, 2012, the second payment in the amount of \$100,000 will be due on June 30, 2013 and the final payment for the remainder of the balance will be due on June 30, 2014. Additionally it is agreed that should development happen on the property more rapidly, such payment would be made at the time development warranted use. An alteration of this schedule may be made through mutual agreement upon your request.

Please indicate your agreement to those terms below through your endorsement of this letter. Thank you again for your consideration and assistance.

Sincerely,

Thomas C. Kuykendall, Jr.

Mayor

City of Fulshear

Agreed to this 31st day of Nov., 2011.

Dr. Glen Ginter
GM Equity Group, LLC

Exhibit B



City of Fulshear

30603 FM 1093
 PO Box 279
 Fulshear, TX 77441
 Phone (281)346-1796 Fax (281)346-2556

INVOICE

DATE: DECEMBER 12, 2011
 INVOICE# 20110720-2

TO:
 Dr. Glen Ginter
 GM Equity Group LLC
 21830 Kingsland Blvd, Ste #104
 Katy, TX 77450

FOR:
 Water & Sanitary Sewer Easement

DESCRIPTION	Cost per Acre	Acreage	Total
20' Water & Sanitary Sewer Easement	\$2050.00	137.237	\$281,335.85
TOTAL			\$281,335.85

Handwritten notes:
 \$80K June 1, 2012
 \$100K June 1, 2013
 \$101,335.85 June 1, 2014
 unless sold or dev. sooner, which pymt due immed.

Agreed to 3 pmts over 3 yrs.

Make all checks payable to City of Fulshear
 Payment is due within 30 days.

Thank you for your business!



City of Fulshear

Exhibit B

INVOICE

30603 FM 1093
PO Box 279
Fulshear, TX 77441
Phone (281)346-1796 Fax (281)346-2556

DATE: JUNE 4, 2014
INVOICE# 20140604-1

TO:
Dr. Glen Ginter
GM Equity Group LLC
21830 Kingsland Blvd. Ste #104
Katy, TX 77450

FOR:
Water & Sanitary Sewer Easement

DESCRIPTION	Cost per Acre	Acreage	Total
20' Water & Sanitary Sewer Easement	\$2050.00	137.237	\$281,335.85
Payment 2/25/2014			(\$180,000.00)
Balance Due 6/30/2014			\$101,335.85
NOW DUE :			\$101,335.85

Make all checks payable to City of Fulshear
Payment is due within 30 days.

Thank you for your business!

EXHIBIT B

ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING

THIS ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING ("*Assignment*") is entered into this 1st day of September, 2023 (the "*Effective Date*") by and between **GM EQUITY GROUP, LLC.** ("*GMEG*"), and **TEXAS HERITAGE PARKWAY IMPROVEMENT DISTRICT**, a political subdivision of the State of Texas ("*THPID*").

BACKGROUND:

GMEG, the City of Fulshear, Texas (the "City"), and Fort Bend County (the "County") entered into that certain Memorandum of Understanding ("MOU") regarding the development of approximately 137.294 acres of land in Fort Bend County, Texas, (the "Property") that currently lies in the City's extraterritorial jurisdiction ("ETJ").

The City agreed to provide water and wastewater utilities/service, connecting to the City's public utilities facilities, to GMEG for the development of the Property benefitting both GMEG and the County for its portion of the Property donated by GMEG.

GMEG now desires to assign to THPID all GMEG's rights and obligations under the MOU, and THPID desires to accept the assignment thereof and assume the rights and obligations in the MOU.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the GMEG and the THPID agree as follows:

1. Assignment to THPID. GMEG has this day ASSIGNED and TRANSFERRED, and by these presents does hereby ASSIGN and TRANSFER unto THPID, all GMEG's rights, title and interest in, to and under the MOU.

2. Assumption. THPID hereby accepts this assignment and hereby assumes all the rights and liabilities and agrees to perform and discharge all duties and obligations to be performed and/or discharged by GMEG under the MOU, including but not limited to, the obligation to pay any additional amounts to the City as Impact Fees for water and wastewater utilities for the Property, subject to the terms for Advances of Funds and Reimbursement pursuant to the Master Development Financing Agreement executed by and between GMEG and THPID effective November 8, 2021.

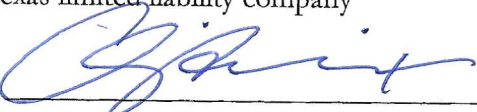
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4. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.

EXECUTED to be effective as of the Effective Date.

GM EQUITY GROUP, LLC,
a Texas limited liability company

By:


Dr. Glen Ginter, Member
Christopher Ginter, Member

**TEXAS HERITAGE PARKWAY
IMPROVEMENT DISTRICT,**
a political subdivision of the State of Texas

By:

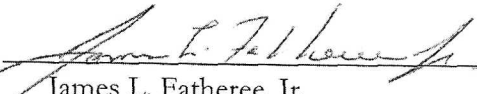

James L. Fatheree, Jr.
President, Board of Directors

EXHIBIT C

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING

THIS ASSIGNMENT MEMORANDUM OF UNDERSTANDING (“Assignment” is made and entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and the Texas Heritage Parkway Improvement District (“District”), a public improvement district established under the laws of the state of Texas. County and District may hereinafter be referred to collectively as the “Parties” and each individually a “Party.”

WHEREAS, on or about May 13, 2022, County entered into a Memorandum of Understanding with GM Equity Group, LLC (“GM Equity”), a Texas limited liability company, and the City of Fulshear, Texas (“City”), a municipality established under the laws of the state of Texas the Parties entered into that certain Memorandum of Understanding (“MOU”) related to the construction of a Fort Bend County Library and the provision of water and wastewater utilities to said library and surrounding properties; and

WHEREAS, the City agreed to provide water and wastewater utilities/service, connecting to the City’s public utilities facilities for the development of the above-referenced property benefiting both GM Equity and County for its respective portions of said property; and

WHEREAS, County, now desires to assign to District all of its rights and obligations under the MOU, and District desires to accept the assignment thereof and assume all rights and obligations of County thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this First Amendment.
2. **Assignment and Assumption.** County hereby transfers and assigns to District, and District hereby acquires from County all of County’s rights, title, interests, and obligations in and to the MOU attached hereto as “Exhibit A” and incorporated by reference for all intents and purposes. By this acquisition and acceptance of assignment from County, District hereby assumes all the rights, title, interests, and obligations of County in and to the MOU attached hereto as Exhibit A. District further agrees to comply with all terms and perform and discharge all responsibilities, duties, and obligations of County including, but not

limited to, the payment of impact fees or tap fees to the City as provided in the MOU attached hereto as Exhibit A.

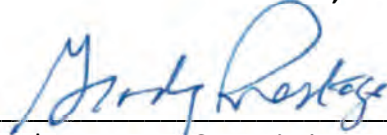
3. **Binding Effect.** The covenants and conditions contained in this Assignment shall apply to and be binding on the Parties, their successors, and assigns.
4. **Governing Law and Venue.** This Assignment shall be governed by the laws of the state of Texas and venue for any claim arising out of or related to this Assignment shall lie in a court of competent jurisdiction in Fort Bend County, Texas.
5. **Effective Date.** This Assignment shall become effective upon the date of the last signature hereto.
6. **Conflict.** If there is a conflict between the MOU and this Assignment, this Assignment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, and intending to be legally bound, County and District hereto have executed this Assignment to be effective on the date signed by the last Party hereto.


SIGNED AND ENTERED this 21 day of November, 2023.

FORT BEND COUNTY, TEXAS



Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court
on November 21, 2023

ATTEST:



Laura Richard,
County Clerk



APPROVED:



J. Stacy Slawinski, County Engineer

SIGNED AND ENTERED this 4 day of December, 2023.

TEXAS HERITAGE PARKWAY IMPROVEMENT DISTRICT,
a public improvement district established under the laws of the state of Texas

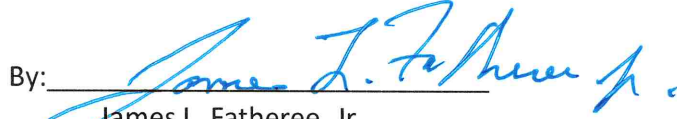
By: 
James L. Fatheree, Jr.
President, Board of Directors

EXHIBIT A

(Memorandum of Understanding Follows Behind)

MEMORANDUM OF UNDERSTANDING
BETWEEN
GM EQUITY GROUP, LLC; CITY OF FULSHEAR; AND FORT BEND COUNTY

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into between **GM EQUITY GROUP, LLC**, a Texas limited liability company (“GM Equity” or “GMEG”) and the **CITY OF FULSHEAR, TEXAS** (“Fulshear”), with **FORT BEND COUNTY** (“FBC” or Fort Bend”) being a party by assignment/conveyance of certain property and property interests at issue herein; is dated as of the **13th day of May, 2022**, on the terms and conditions set forth herein; and is subject to final approval by each of the respective Party Representatives, including the City Council of the City of Fulshear and Fort Bend County Commissioner’s Court. It is intended that this MOU be a non-binding understanding of essential terms to address the matters and issues set forth herein and shall not become binding upon the Parties unless and until accepted and approved by the City Council of the City of Fulshear and Fort Bend County. Notwithstanding any term, provision or understanding of same concerning this MOU to the contrary, upon the MOU terms and provisions being accepted and approved by the City Council of the City of Fulshear and Fort Bend County, then the terms, provisions, conditions, rights, benefits and obligations set forth in this MOU shall become a binding agreement between the Parties hereto.

RECITALS

Whereas, GM Equity owned approximately 137.294 acres of land along FM 1093, in the Enoch Latham Survey, Abstract 50, Fort Bend County, as more particularly identified as set forth in Exhibit “A” attached hereto (referred to herein as “GM Property”); and

Whereas, in December of 2011 under the Fulshear administration then handling Fulshear matters and serving the City of Fulshear at that time, Fulshear sought participation from landowners along FM 1093 East of FM 359 to provide easements for water and sewer line expansion, with such easements to be placed on landowner private property under various agreements between landowners and Fulshear; and

Whereas, in December of 2011, in addition to participation in providing the easements referenced above, Fulshear granted landowners along 1093 East of FM 359 the right to obtain water and sanitary sewer utilities to develop their respective properties, with such rights to be purchased by agreement at a rate of \$2,050.00/acre, and with the total fee assessed to the GM Property being \$281,335.85, which amount after approved adjustments have been previously paid in full; and

Whereas, out of the GM Property total of 137.237 acres GM Equity donated to Fort Bend County approximately 17.34 acres for Texas Heritage Parkway (THP) right of way; approximately 5 acres for the Library Site for purposes of building a Public Library (referred to herein as “FBC Library”); and approximately 10 to 12 acres ± for detention purposes, as more specifically set forth in that certain *Purchase and Sale Agreement with Purchase Option, Revisions and Clarifications* executed on or about November 23, 2020; and

Whereas, Fort Bend County owns the FBC Library property, on which FBC is building a Public Library, and which property is also anticipated to utilize, purchase, and be provided water and wastewater utilities from Fulshear, on the terms and conditions set forth herein; and

Whereas, in December of 2011, Fulshear and GM Equity entered into an agreement that included GM Equity conveying a property easement to Fulshear to run Fulshear's water and wastewater pipelines through to connect to the LCISD property for new middle and high school campuses, and that included GM Equity providing valuable easement property rights to Fulshear, and GM Equity purchasing capacity in Fulshear's water and wastewater pipelines and plant (on the terms referenced hereinabove), for use in the development of the GM Property; and

Whereas, GM Equity has paid to Fulshear the amounts, after adjustments, called for in GM Equity's purchase of water and wastewater capacity for the GM Property, as referenced above and as set forth in the documents and invoices attached as Exhibit "B"; and

Whereas, disputes have arisen concerning GM Equity's purchase of water and wastewater capacity to the GM Property, and concerning the rights and obligations of Fulshear relating to such water and wastewater utilities to the GM Property (including the FBC Library property); and

Whereas, by reason of such uncertainties, disputes and controversies between GM Equity and Fulshear relating to Fulshear providing water and wastewater utilities to the GM Property (to include the FBC Library property), and the Parties desire to address such uncertainties and implement and effectuate other means of resolution of such disputed matters, the Parties hereto desire to enter into this MOU of essential terms that form the basis of a binding resolution/settlement agreement, upon acceptance and approval of the City of Fulshear City Council and FBC; and

Whereas, this nonbinding MOU is intended to set forth the material transaction terms acceptable to all Parties, and which terms and provisions set forth herein are intended by the Parties to become a binding agreement upon acceptance and approval by the City of Fulshear City Council and by FBC; and upon such acceptance and approval by the City of Fulshear City Council and by FBC, this MOU to thereafter be considered a binding resolution/settlement agreement or development agreement, to be used for long-term foreseeability in regulatory requirements and development standards by Fulshear regarding the GM Property and FBC Library Property concerning, relating to, and incorporating the terms, conditions, provisions and obligations as generally set forth herein.

MOU ESSENTIAL TERMS

Therefore, in reliance upon and in consideration of the foregoing recitals and the Parties desire to resolve this dispute through a formal resolution/settlement agreement, the Parties propose the following material transaction terms to be included in and to become a formal resolution/settlement agreement upon acceptance and approval by the Fulshear City Council and FBC:

1. Fulshear agrees to provide water and wastewater utilities/service, connecting to Fulshear's public utilities facilities, to GM Equity for development of the GM Property, on the following terms and conditions, with GM Equity being assessed and credited for the following payments, property and consideration:


- a. GM Equity and FBC to receive water and wastewater utilities (“W/W Utilities”) capacity equivalent to an estimated 160 ESFC’s (“Service Units”), of which GM Equity is allocated 127 Service Units, and FBC is allocated up to 33 Service Units; however, in the event FBC does not utilize its estimated 33 Service Units, any unused Service Units shall revert to GM Equity, at its option and for its use, with GM Equity to reimburse FBC for Impact Fees on such Service Units at the rate of \$5,500.00/Service Unit. To the extent GM Equity needs additional W/W Utilities beyond the estimated ESFC’s set forth herein, and to the extent Fulshear has the capacity to provide such additional W/W Utilities, the Impact Fees on such Service Units shall be at the rate of \$5,500.00/Service Unit.
- b. GM Equity to receive payment/consideration credit towards the estimated impact fees and costs [\$880,000.00 (based on 160 ESFC’s @ \$5,500.00/Service Unit)] for such W/W Utilities costs in the following amounts: i) **\$281,335.85** (prior payment, with consideration for adjustments); ii) credit for easement conveyed to Fulshear, valued at **\$86,000.00**; and iii) other credit for consideration provided by GM Equity to Fulshear from past transactions between the Parties valued at **\$48,064.15**.
- c. GM Equity to pay the additional amount of **\$282,000.00** (unless reduced pursuant to Provision “3” below) to Fulshear as Impact Fees for W/W Utilities to the GM Property. No additional amounts of Impact Fees or other fees/costs shall be collected by Fulshear from GM Equity based on the ESFC’s contemplated by this MOU, except as otherwise set forth herein.
- d. If and to the extent Fulshear wishes to upsize the currently-planned 8-inch main water line running N/S from 1093 to the Johnson Development/CCR/MUD facilities North of the GM Property to a larger water line, Fulshear shall provide timely notice of such request, and agrees to either pay the cost for such upsized water line or credit such amount to the amounts owed by GM Equity to Fulshear as set forth herein.
- e. Fulshear shall provide, within 60 days of receipt of written notice, two (2) access points along with twelve-inch taps into the Fulshear water lines, at no additional cost or fees to GM Equity, with GM Equity providing notice to Fulshear of the placement for such access points/taps.
- f. If and to the extent the Parties should enter into further agreements that include taps to be provided by Fulshear for W/W utilities to be provided to the GM Property, such tap fees to be assessed by Fulshear shall be at the tap fee rates that currently exist as of the date of this Agreement with such guarantee of the rate to expire 7 years after the date of this agreement, at which time the applicable tap fee rates shall be at the then-existing Fulshear tap fees rate.
- g. As long as the GM Property is in the Fulshear ETJ, Fulshear agrees to provide water to GM Equity at a factor of 1.25 times Fulshear’s then-applicable water rate for a period of twenty (20) years. The Parties (Fulshear and GM Equity) agree to negotiate in good faith a new multiplier not to exceed a factor of 1.50 times Fulshear’s applicable water rate.
- h. Fulshear shall promptly present this MOU to Fulshear City Council for consideration and requested approval, and upon such approval, agrees to promptly provide to GM Equity, upon request, all requirements necessary to authorize implementation of W/W Utilities to the GM Property.

- i. It is intended by this MOU and any further formal documents and agreements, if any, between the Parties relating to these issues that the Parties will act in good faith and will promptly take action in furtherance of the spirit and intent of this MOU, including providing any further documents and information, and taking any and all additional and further actions reasonably necessary to promptly and timely provide GM Equity access to such W/W Utilities as contemplated by this MOU.
 - j. GM Equity shall be entitled to enter into a reimbursement agreement with Texas Heritage Parkway Improvement District (“THPID”) for W/W Utilities costs, as may be available to GM Equity.
 - k. GM Equity acknowledges that it is still subject to all development rules, regulations, inspections, and fees that any other development would be subject to in the City’s ETJ.
 - l. To the extent that any of the GM Property should be annexed into the City of Fulshear, such annexed GM Property shall be subject to, and receive the benefit of, City of Fulshear terms, provisions, obligations and benefits (including City of Fulshear Ordinances) applicable to annexed property within the Fulshear City limits.
2. Fulshear agrees to provide W/W Utilities to Fort Bend County for development of the FBC Library Tract and for use in the FBC Library, on the following terms and conditions:
 - a. FBC to receive water and wastewater utilities (“W/W Utilities”) capacity equivalent to approximately 33 ESFC’s (“Service Units”), or as otherwise indicated by FBC to Fulshear via FBC’s separate dealings between these two Parties.
 - b. FBC to pay to Fulshear **\$182,600.00** as impact fees for its W/W Utilities capacity for the FBC Library. No additional amounts of Impact Fees shall be collected by Fulshear from FBC based on the ESFC’s contemplated by this MOU. Any unused Service Units by FBC shall be treated in accordance with Provision “1.a.” above.
 - c. It is the intent that FBC shall tap off of the 8-in or larger water line to be incorporated and included in utilities easements as engineered, designed and presented to Fulshear via plat. However, to the extent that FBC should need to access water through any other tap, such tap fees shall be at the current Fulshear tap fees as of the date Ordinance No. 2013-1126 with such guarantee of the rate to expire 5 years after the date of this agreement.
 - d. As long as the FBC Library Property is in the Fulshear ETJ, Fulshear agrees to provide water to FBC at a factor of 1.25 times Fulshear’s then-applicable water rate for a period of twenty (20) years. The Parties agree to negotiate in good faith a new multiplier not to exceed a factor of 1.50 times Fulshear’s applicable water rate.
 - e. Fulshear shall promptly present this MOU to Fulshear City Council for consideration and requested approval, and upon such approval, agrees to promptly provide to FBC, upon request, all requirements necessary to authorize implementation of W/W Utilities to the FBC Library Property.


- f. It is intended by this MOU and any further formal documents and agreements between the Parties relating to these issues that the Parties will act in good faith and will promptly take action in furtherance of the spirit and intent of this MOU, including providing any further documents and information, and taking any and all additional and further actions reasonably necessary to promptly and timely provide FBC access to such W/W Utilities as contemplated by this MOU.
 - g. FBC shall be entitled to enter into a reimbursement agreement with Texas Heritage Parkway Improvement District ("THPID") for W/W Utilities costs, as may be available to FBC.
3. At Fulshear's option, if and to the extent Fulshear wishes to obtain up to a 50-ft right of way (ROW) for construction/development/expansion of Tiki Road to connect to the GM Property, GM Equity agrees to convey such ROW to Fulshear or its assigns. Should such Tiki Road option be invoked by Fulshear, then the amount set forth above in provision "1.c." to be paid by GM Equity to Fulshear for impact fees shall be reduced from \$282,000.00 to \$200,000.00. Fulshear shall notify GM Equity of its decision concerning this option as soon as is reasonably feasible, but no later than six (6) months after the GM Property or the FBC Property is platted, whichever is first to be platted.
 4. This MOU is non-binding on the Parties unless and until approved and accepted by City of Fulshear City Council, by GM Equity representatives, and by FBC Commissioner's Court or other FBC representatives. Upon acceptance of the terms and provisions set forth in this MOU by the City of Fulshear City Council and by FBC (i.e., by FBC Commissioner's Court), then and upon such acceptances the terms in this MOU shall become a binding agreement between the Parties without any further action being taken. If for any reason any of the terms of this MOU are not accepted and approved by the City of Fulshear City Council or by FBC, nothing herein shall diminish the rights and standing of any Party as to the term or provision not accepted or agreed to, with each Party retaining any and all rights and defenses as currently exist relating to such term or provision, or relating to this MOU as a whole.

Agreed and Accepted as a non-binding MOU, to become a binding agreement upon acceptance and approval by the City of Fulshear City Council and FBC Commissioner's Court:

GM EQUITY GROUP, LLC

By: 
 Title: Member

CITY OF FULSHEAR

By: 
 Title: Mayor

FORT BEND COUNTY

By: 
 Title: County Judge

Exhibit A

EXHIBIT A

Land

FIELD NOTES FOR A 137.294 ACRE TRACT OF LAND IN THE ENOCH LATHAM SURVEY, ABSTRACT 50, FORT BEND COUNTY, TEXAS, BEING THAT CERTAIN CALLED 137.2730 ACRE TRACT DESCRIBED IN DEED RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2004144910, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE EAST LINE OF SAID CALLED 137.2730 ACRE TRACT AS BEING SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST (CALLED SOUTH 00 DEGREES 20 MINUTES 37 SECONDS EAST).

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of F. M. Highway 1093 for the southeast corner of said called 137.2730 acre tract, same being the southwest corner of an adjoining called 3.662 acre tract described in deed recorded under County Clerk's File Number 2005096644, Official Public Records, Fort Bend County, Texas, for the southeast corner and Place of Beginning of the herein described 137.294 acre tract of land;

THENCE South 85 degrees 16 minutes 18 seconds West (called South 85 degrees 15 minutes 36 seconds West) along the south line of the herein described tract and the south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 723.02 feet (called 723.02 feet) to a 5/8 inch iron rod with cap marked "5070" found for corner, same being the southeast corner of an adjoining called 3.0 acre tract described in deed recorded under County Clerk's File Number 2001068335, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 25 seconds West (called North 00 degrees 23 minutes 52 seconds West) along the common line of the herein described tract and said adjoining called 3.0 acre tract, 608.67 feet (called 608.67 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northeast corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 12 minutes 22 seconds West (called South 85 degrees 11 minutes 58 seconds West) continuing along said common line, 209.00 feet (called 209.00 feet) to a 5/8 inch iron rod with cap marked "5070" found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the northwest corner of said adjoining called 3.0 acre tract;

THENCE South 00 degrees 04 minutes 09 seconds East (called South 00 degrees 05 minutes 44 seconds East) continuing along said common line, 608.71 feet (called 608.71 feet) to a 5/8 inch iron rod with cap marked "5070" found in the north right-of-way line of F. M. Highway 1093 for corner, same being the southwest corner of said adjoining called 3.0 acre tract;

THENCE South 85 degrees 14 minutes 42 seconds West (called South 85 degrees 14 minutes 19 seconds West) along the south line of the herein described tract and south line of said called 137.2730 acre tract, same being the north right-of-way line of F. M. Highway 1093, 699.12 feet (called 699.12 feet) to a 5/8 inch iron rod found for the lower southwest corner of the herein described tract and the lower southwest corner of said called 137.2730 acre tract, same being the

Exhibit A

southeast corner of an adjoining called 124.4749 acre tract described in deed recorded under County Clerk's File Number 2005092052, Official Public Records, Fort Bend County, Texas;

THENCE North 00 degrees 23 minutes 27 seconds West (called North 00 degrees 25 minutes 24 seconds West) along the common line of the herein described tract and said adjoining called 124.4749 acre tract, 399.17 feet (called 399.17 feet) to a 5/8 inch iron rod found for a reentry corner to the herein described tract and a reentry corner to said called 137.2730 acre tract, same being the lower northeast corner of said adjoining called 124.4749 acre tract;

THENCE South 85 degrees 18 minutes 03 seconds West (called South 85 degrees 17 minutes 25 seconds West) continuing along said common line, 127.50 feet (called 127.50 feet) to a 5/8 inch iron rod found for the upper southwest corner of the herein described tract and the upper southwest corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 124.4749 acre tract;

THENCE North 00 degrees 25 minutes 32 seconds West (called North 00 degrees 25 minutes 32 seconds West) continuing along said common line, 3,184.46 feet (called 3,184.04 feet) to a 5/8 inch iron rod found for the northwest corner of the herein described tract and the northwest corner of said called 137.2730 acre tract, same being the upper northeast corner of said adjoining called 124.4749 acre tract, said point also being in a south line of an adjoining called 1,214.62 acre tract (Tract II) described in deed recorded under County Clerk's File Number 2005115742, Official Public Records, Fort Bend County, Texas;

THENCE South 89 degrees 21 minutes 53 seconds East (called South 89 degrees 21 minutes 53 seconds East, adjoiner called North 88 degrees 23 minutes 39 seconds East) along the north line of the herein described tract and the north line of said called 137.2730 acre tract, same being a south line of said adjoining called 1,214.62 acre tract, 1,762.00 feet (called 1,762.00 feet, adjoiner called 1,761.94 feet) to a 5/8 inch iron rod found for the northeast corner of the herein described tract and the northeast corner of said called 137.2730 acre tract, same being a reentry corner to said adjoining called 1214.62 acre tract;

THENCE South 00 degrees 20 minutes 37 seconds East (called South 00 degrees 20 minutes 37 seconds East, adjoiner called South 02 degrees 37 minutes 40 seconds East) along the east line of the herein described tract and the east line of said called 137.2730 acre tract, same being a west line of said adjoining called 1,214.62 acre tract, at 3,018.31 feet (adjoiner called 3,018.31 feet) pass a 3/4 inch iron rod found on said line for a southwest corner of said adjoining called 1,214.62 acre tract, same being the northwest corner of the aforementioned adjoining called 3.662 acre tract, and continuing for a total distance of 3,418.54 feet (called 3,417.84 feet) to the Place of Beginning and containing 137.294 acres of land, more or less.

Exhibit B



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulshear.tx.com

October 31, 2011

Dr. Glen Ginter
GM EQUITY GROUP, LLC
21830 Kingsland Blvd., Suite 104
Katy, TX 77450

Dear Dr. Ginter,

This letter comes following our correspondence concerning the City's water and sewer line extension through and to your property. Per those conversations, the City hereby assures you that as work progresses through your property any and all damages resulting from that work will be remedied by the City through its contractor.

Further, in those notes you indicated that you would like to financially participate in the project on a schedule of payments that would be made in over three years at no interest. The first of those payments would be due no later than June 30th 2012, a second payment would be due no later than June 30, 2013 and the final payment would be made no later than June 30, 2014. The City is amenable to such an arrangement.

Under those terms the first payment of \$80,000.00 will be due June 30, 2012, the second payment in the amount of \$100,000 will be due on June 30, 2013 and the final payment for the remainder of the balance will be due on June 30, 2014. Additionally it is agreed that should development happen on the property more rapidly, such payment would be made at the time development warranted use. An alteration of this schedule may be made through mutual agreement upon your request.

Please indicate your agreement to those terms below through your endorsement of this letter. Thank you again for your consideration and assistance.

Sincerely,

Thomas C. Kuykendall, Jr.

Mayor

City of Fulshear

Agreed to this 21st day of Nov., 2011.

Dr. Glen Ginter
GM Equity Group, LLC

Exhibit B



City of Fulshear

30603 FM 1093
 PO Box 279
 Fulshear, TX 77441
 Phone (281)346-1796 Fax (281)346-2556

INVOICE

DATE: DECEMBER 12, 2011
 INVOICE# 20110720-2

TO:
 Dr. Glen Ginter
 GM Equity Group LLC
 21830 Kingsland Blvd, Ste #104
 Katy, TX 77450

FOR:
 Water & Sanitary Sewer Easement

DESCRIPTION	Cost per Acre	Acreage	Total
20' Water & Sanitary Sewer Easement	\$2050.00	137.237	\$281,335.85
TOTAL			\$281,335.85

Handwritten notes:
 \$80K June 1, 2012
 \$100K June 1, 2013
 \$101,335.85 June 1, 2014
 unless sold or dev. sooner, which pymt due immed.

Agreed to 3 pymts over 3 yrs.

Make all checks payable to City of Fulshear
 Payment is due within 30 days.

Thank you for your business!

Exhibit B



City of Fulshear

30603 FM 1093
 PO Box 279
 Fulshear, TX 77441
 Phone (281)346-1796 Fax (281)346-2556

INVOICE

DATE: SEPTEMBER 3, 2013
 INVOICE# 20130903-2

TO:
 Dr. Glen Ginter
 GM Equity Group LLC
 21830 Kingsland Blvd. Ste #104
 Katy, TX 77450

FOR:
 Water & Sanitary Sewer Easement

DESCRIPTION	Cost per Acre	Acreage	Total
20' Water & Sanitary Sewer Easement	\$2050.00	137.237	\$281,335.85
AMOUNT DUE AT THIS TIME			\$180,000.00
NOW DUE :			\$180,000.00

Make all checks payable to City of Fulshear
 Payment is due within 30 days.

Thank you for your business!



City of Fulshear

Exhibit B

INVOICE

30603 FM 1093
PO Box 279
Fulshear, TX 77441
Phone (281)346-1796 Fax (281)346-2556

DATE: JUNE 4, 2014
INVOICE# 20140604-1

TO:
Dr. Glen Ginter
GM Equity Group LLC
21830 Kingsland Blvd. Ste #104
Katy, TX 77450

FOR:
Water & Sanitary Sewer Easement

DESCRIPTION	Cost per Acre	Acreage	Total
20' Water & Sanitary Sewer Easement	\$2050.00	137.237	\$281,335.85
Payment 2/25/2014			(\$180,000.00)
Balance Due 6/30/2014			\$101,335.85
NOW DUE :			\$101,335.85

Make all checks payable to City of Fulshear
Payment is due within 30 days.

Thank you for your business!