

STATE OF TEXAS §

COUNTY OF BRAZOS §

**FIRST AMENDED ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN BRAZOS COUNTY, TEXAS AND
FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC**

This First Amended Economic Development Agreement (the “Agreement”) is entered into as of the 10th day of June, 2025 (the “Effective Date”) by and between BRAZOS COUNTY, TEXAS, a political subdivision organized under the laws of the State of Texas (hereinafter referred to as the “COUNTY”), and FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC, a Texas limited liability company (hereinafter referred to as “COMPANY”). COUNTY and COMPANY may also be referred to collectively as the “Parties” or individually as the “Party”.

WITNESSETH:

WHEREAS, the COUNTY is authorized under TEXAS LOCAL GOVERNMENT CODE, Chapter 381 and other applicable Texas laws pertaining to economic development to make grants of public money to promote state and local economic development and to stimulate business and commercial activity in Brazos County; and,

WHEREAS, the COUNTY desires to stimulate business and commercial activity in the Research Valley Bio-Corridor located in Brazos County, Texas (hereinafter referred to as the “Bio-Corridor”); and,

WHEREAS, COMPANY entered into an Economic Development Agreement with the COUNTY on or about May 24, 2022 (hereinafter referred to as the “Original Agreement”); and

WHEREAS, COMPANY and the COUNTY seek to modify the terms of the Agreement; and

WHEREAS, COMPANY is developing Property located within the Bio-Corridor as a commercial development site with research and biomanufacturing including capabilities for vaccines and gene therapies; and

WHEREAS, COMPANY desires to continue to expand its presence and construction of an additional facility on property located within Brazos County, Texas and more particularly described in **Exhibit “A”** which is attached hereto for all purposes (the “Property”); and

WHEREAS, the COMPANY intends to make improvements to the Property including the construction of an approximately 138,000 sq. ft. facility and to increase its workforce by adding

150 full time employees (“FTEs”). ; and

WHEREAS, the COMPANY paused its expansion operations to evaluate the changing economic environment; and

WHEREAS, the COMPANY intends to restart its expansion operations and commence the construction of the aforementioned improvements; and

WHEREAS, the COMPANY expects that the new facility will represent an investment of THREE HUNDRED THIRTY MILLION DOLLARS (\$330,000,000) by the COMPANY representing an increase of THIRTY MILLION DOLLARS (\$30,000,000) or ten percent (10%) over the target set forth in the Original Agreement; and

WHEREAS, the Improvements will have a direct and positive economic benefit to the COUNTY; and,

WHEREAS, the COUNTY finds the construction and operation of the new facility by COMPANY will provide a valuable catalyst for economic development in the COUNTY by the attraction of new businesses, new jobs, and the increase in ad valorem taxes to the COUNTY; and

WHEREAS, the COUNTY wishes to provide incentives to COMPANY to assist in the economic development of the COUNTY; and,

WHEREAS, the COUNTY hereby finds that this Agreement embodies an eligible “program” and clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the TEXAS LOCAL GOVERNMENT CODE and further, is in the best interests of the COUNTY;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including investing an additional THIRTY MILLION DOLLARS (\$30,000,000) toward the project, , the Parties agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 All of the above recitals are hereby found to be true and are hereby approved and copied into the body of this Agreement as if copied in their entirety.

1.2 The project is not an improvement project financed by tax increment bonds.

1.3 This Agreement is entered into subject to the rights of the holders of outstanding

bonds of the COUNTY.

1.4 The Property is not owned or leased by any member of the Brazos County Commissioners Court.

1.5 The “Term” of this Agreement shall begin on the Effective Date and shall continue to the end of the twelfth full calendar year following Completion of Construction (currently estimated to be December 31, 2040) unless terminated sooner pursuant to the terms of this Agreement.

ARTICLE II DEFINITIONS

2.1 In addition to the definitions set forth in the recitals above, wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

2.1.1 **“Affiliate”** means any person or entity which directly or indirectly controls, is controlled by or is under common control with COMPANY, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

2.1.2 **“Base Year Taxable Value”** shall mean the Taxable Value for the Property as of January 1 of the year in which the Original Agreement went into effect.

2.1.3 **“Completion of Construction”** shall mean: (i) substantial completion of the Improvements; and (ii) a final certificate of occupancy has been issued for all the Improvements.

2.1.4 **“Effective Date”** shall mean the date upon which this Agreement is duly approved by the Parties hereto.

2.1.5 **“First year of Incentive Payment(s)”** shall mean the first calendar year immediately following the date of Completion of Construction.

2.1.6 **“FTE”** shall mean any person who is an employee of COMPANY or an Affiliate (excluding temporary or seasonal employees) who is on the payroll in a budgeted position and has an officially scheduled work week of thirty-five (35) hours or more, works at the Property for COMPANY subject to COMPANY's then-existing

work from home policies provided such work from home is being conducted within Brazos County, Texas, and who according to such person's employer's policy is entitled to full benefits as a full-time employee.

2.1.7 “**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Parties), fires, explosions or floods, strikes, slowdowns or work stoppages.

2.1.8 “**Gross Payroll**” shall mean the sum of the payroll numbers that COMPANY and any applicable Affiliate reports to the Texas Workforce Commission quarterly for FTEs for the four preceding consecutive calendar quarters ending on or prior to a date of measurement under this Agreement.

2.1.9 “**Improvements**” shall mean the approximately 138,000 square foot expansion to the existing commercial manufacturing facility to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping along with new tangible personal property.

2.1.10 “**Incentive Payment**” shall mean the payment(s) granted by COUNTY to COMPANY upon meeting certain performance criteria set forth in this Agreement. Such amounts will be paid as a grant under TEXAS LOCAL GOVERNMENT CODE §381.004(h), by COUNTY to COMPANY in an amount equal to a percentage of the maintenance and operations portion of ad valorem taxes assessed, paid by the COMPANY relating only to the Improvements on the Property in accordance with Section 4.1. Such amount shall be calculated based upon the Incremental Taxable Value for each year of the Agreement, unless otherwise provided herein.

2.1.11 “**Property**” means the real property comprised of approximately 12.45 acres more or less and as described in **Exhibit “A”**, not including any improvements constructed on such real property prior to May 24, 2022.

2.1.12 “**Premises**” shall mean collectively, the Property and Improvements following construction thereof, but excluding the Tangible Personal Property.

2.1.13 “**Tangible Personal Property**” shall mean personal property, equipment and fixtures, excluding inventory and supplies, owned or leased by COMPANY or any Affiliate that is added to the Improvements subsequent to the execution of the Original Agreement.

2.1.14 “**Taxable Value**” means the appraised value as certified by the Brazos Central Appraisal District as of January 1st of a given year.

ARTICLE III COMPANY OBLIGATIONS

3.1 COMPANY covenants and agrees that it will construct the Improvements and operate and maintain its business on the Premises as set forth in this Agreement, and for the time period and manner as set forth herein. The COUNTY will determine whether the minimum expenditure on improvements to the Property meeting the definition of Improvements herein is met by asking COMPANY to provide adequate proof of same along with a sworn statement by an officer of COMPANY ensuring its accuracy. Samples of adequate proof include affidavits of all bills paid, receipts, letters of completion from regulatory authorities, occupancy permits and other forms of proof. Amounts which may be considered as an investment on improvements include funds used to acquire, construct, upgrade, and maintain physical assets such as property, plants, buildings, technology, furniture, fixtures or equipment. Amounts for engineer's/architect's designs of facilities, surveying, master plans, plats, fees for registrations/applications, permits, project planning and management expenses, accounting fees, legal fees, and financing fees (including bank charges/fees, interest, and loan servicing costs) shall not be considered as an investment.

3.2 There shall be Completion of Construction of the Improvements and COMPANY shall be fully operational in the new Premises by no later than December 31, 2028, subject to extension for Force Majeure.

3.3 The COMPANY or an Affiliate of COMPANY must, subject to Force Majeure, continuously occupy and use the Improvements to leverage the existing commercial infrastructure to expand existing biomanufacturing capabilities for vaccines, gene therapies, and/or biopharmaceuticals commencing upon Completion of Construction and for each year for which there is an Incentive Payment.

3.4 COMPANY currently employs approximately 600 FTEs. By the end of the third year following the date of Completion of Construction of the Improvements, COMPANY agrees that it will have created a minimum of 150 new FTEs with an average annual salary of eighty thousand dollars (\$80,000) per job, for a minimum total of 750 FTEs which COMPANY agrees to have and maintain on the Premises for a total of ten years from the date of Completion of Construction of the Improvements throughout the term of this Agreement.

3.5 While this Agreement is in effect, annually within 60 days following the anniversary date of the Effective Date of this Agreement, the COMPANY will provide the following to COUNTY:

3.5.1 Certification that it has complied with the terms of this Agreement, as applicable, including the provision of sufficient written information, records, and documents, to support its certification of compliance as attached in **Exhibit B**; and

3.5.2 A report showing the timely number of jobs created and maintained as required by this Agreement for every year this requirement and Agreement is in effect. Such report shall be certified by a Certified Public Accountant at COMPANY's expense, and signed by a legally authorized executive of the COMPANY; and

3.5.3 Texas Workforce Commission quarterly reports further demonstrating that COMPANY met the employment and job creation targets for the preceding year when required; and

3.5.4 Upon COUNTY's request, all additional information reasonably necessary for the COUNTY to determine if the COMPANY has complied with its obligations pursuant to this Agreement; and

3.5.5 Upon COUNTY's request at least three (3) business days prior written notice, such reasonable access to the Property and its Improvements during regular business hours to inspect and verify that COMPANY is complying with the terms of this Agreement.

3.6 The Property and the Improvements constructed thereon at all times shall be constructed, operated and used in the manner (i) that is consistent with COUNTY's Orders; and (ii) that is in accordance with all applicable state and local laws, codes, and regulations.

3.7 COMPANY agrees to have it or one of its Affiliates continuously, subject to Force Majeure, occupy and conduct operations on the Premises for a period of at least ten (10) years from the date of Completion of Construction in substantially the manner set forth in this Agreement.

3.8 Notwithstanding anything in this Agreement to the contrary, COMPANY may sell, assign or otherwise transfer the Premises to a third party to develop and/or to act as landlord of COMPANY. In such an event COUNTY consent shall not be required provided COMPANY continues to occupy and operate the Premises within the time and in the manner as set forth in this Agreement and COMPANY provides COUNTY timely notice of such transfer.

3.9 When applicable, COMPANY agrees to comply with all applicable disclosure requirements, including those under Sections 2252.908 and 403.0246 of the TEXAS GOVERNMENT CODE when entering into a contract that requires approval of the governing body of COUNTY unless falling within certain exceptions; and Chapter 176 and Chapter 381 of the TEXAS LOCAL GOVERNMENT CODE for vendor disclosure requirements for certain business relationships with local government officers or their family members and for information regarding economic development agreements.

3.10 This paragraph is required by Chapter 2264, TEXAS GOVERNMENT CODE and governs over any conflicting provisions of this Agreement. COMPANY agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f) COMPANY shall repay the Incentive Payments to it from COUNTY as well as any other funds received by COMPANY from COUNTY as of the date of such violation within thirty (30) days after the date COMPANY is notified by COUNTY of such violation, plus interest at the rate equal to the 90 day Treasury Bill plus ½% (.005) per annum, from the date of violation until paid. COMPANY is not liable for a violation of this Section by a COMPANY Affiliate, or franchisees of COMPANY or by a person or entity with whom COMPANY contracts.

**ARTICLE IV
COUNTY’S OBLIGATIONS**

4.1 Upon COMPANY meeting its obligations as set forth under this Agreement and provided that the taxable value of the Improvements total a minimum of THREE HUNDRED THIRTY MILLION DOLLARS (\$330 million) at time of the date of Completion of Construction which shall be by or before December 31, 2028, COUNTY hereby grants an annual Incentive Payment to COMPANY in an amount equal to a percentage of the maintenance and operations portion of ad valorem taxes assessed and paid by the COMPANY relating only to the Improvements on the Property as follows:

<u>Year</u>	<u>Annual Incentive Payment Based upon ad valorem</u>
First year Incentive Payment	90% of M&O portion of Ad Valorem Tax Revenue
Year 2	80% of M&O portion of Ad Valorem Tax Revenue
Year 3	70% of M&O portion of Ad Valorem Tax Revenue
Year 4	70% of M&O portion of Ad Valorem Tax Revenue
Year 5	50% of M&O portion of Ad Valorem Tax Revenue
Year 6	50% of M&O portion of Ad Valorem Tax Revenue

Year 7	30% of M&O portion of Ad Valorem Tax Revenue
Year 8	30% of M&O portion of Ad Valorem Tax Revenue
Year 9	20% of M&O portion of Ad Valorem Tax Revenue
Year 10	10% of M&O portion of Ad Valorem Tax Revenue

4.2 The total amount of Incentive Payments will in no event exceed a total of four million, eight hundred eighty-one thousand, nine hundred three dollars (\$4,881,903), at which time COUNTY'S obligation to grant Incentive Payments to COMPANY ends.

4.3 COUNTY will remit the annual Incentive Payment to COMPANY no later than October 31 of the year following the taxable year, provided COMPANY properly submits to COUNTY all of its reporting requirements. Beginning with the First Year of Incentive Payments, COMPANY must meet all the requirements annually, entitling it to the corresponding Incentive Payment.

4.4 During the period of the Incentive Payments herein authorized, COMPANY shall be subject to all taxation, including but not limited to, sales tax and ad valorem taxation; provided this Agreement does not prohibit COMPANY from claiming any exemptions from tax provided by applicable law.

4.5 COUNTY may, at its option, offset any amounts overdue and payable under this Agreement, including Incentive Payment payments, against any debt (including taxes) lawfully due to COUNTY from COMPANY, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt due COUNTY has been reduced to judgment by a court; provided, however (i) COUNTY shall provide COMPANY notice within thirty (30) days of determining that any debt is believed lawfully due to COUNTY from COMPANY; (ii) COMPANY shall have an opportunity to resolve or pay such debt to COUNTY within thirty (30) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) COMPANY retains all rights to timely and properly contest whether or in what amount any debt is owed to COUNTY, and COUNTY may not offset any asserted amount of debt owed by COMPANY against amounts due and owing under this Agreement during any period during which COMPANY is timely and properly contesting whether such amount of debt is due and owing.

ARTICLE V

DEFAULT

5.1 If COMPANY does not timely meet the deadline for Completion of Construction, as well as complying with all reporting and inspection requirements set forth below, COMPANY shall not be entitled to the First Year of Incentive Payment, or if the First Year of Incentive Payment has been made by COUNTY to COMPANY, COMPANY shall reimburse COUNTY said amount as well as for any and all reasonable attorney's fees and costs incurred by COUNTY as a result of any action required to obtain the reimbursement of such First Year of Incentive Payment(s). Such reimbursement shall be due and payable 120 days after COMPANY receives written notice from COUNTY of its failure to meet its obligations herein.

5.2 Except as may be expressly provided for otherwise in this Agreement, COMPANY herein waives payment of any Incentive Payments for any year in which it fails to continuously have, operate and maintain all of the following: the Improvements in accordance with this Agreement, the requisite number of FTEs, the requisite average annual salary of such FTEs, and operating and staying operational substantially in the manner represented herein. Further, COMPANY shall reimburse COUNTY any Incentive Payments made in contravention of the terms of this Agreement. Finally, COMPANY waives payment of any Incentive Payments for any year in which it fails to comply with reporting and inspection requirements as set forth in Section 3.5. The foregoing waiver by COMPANY shall be the sole and exclusive remedy hereunder for any defaults by COMPANY stated in this Article.

5.3 If COMPANY defaults in any term or condition of this Agreement, then, subject to Section 5.1, COUNTY shall not be obligated to provide Incentive Payments for that year in which the default occurred. However, if COMPANY fails to maintain the required 150 FTEs or required average annual salary at the end of the third year following the date of Completion of Construction of the Improvements or any subsequent year thereafter relating to the Improvements and operations therein, COUNTY shall, in its reasonable determination, make an Incentive Payment to COMPANY of 25%, 50%, or 75% of the total proposed Incentive Payment based on the percentage of actual FTEs to what is required rounding to the nearest matched percentage recited above.

5.4 COUNTY shall give to COMPANY written notice of any default. To the extent a default may be cured, COMPANY shall have the right, but not the obligation, to cure the default within thirty (30) days of receiving written notice from COUNTY. If the default cannot reasonably be cured within a thirty (30) day period, and COMPANY has diligently pursued such remedies as shall be reasonably necessary to cure such default, then COUNTY shall extend for a reasonable additional length of time the period in which the default must be cured. If COMPANY fails to cure the default within the time provided as specified above, or as such time period may be extended, then COUNTY at its sole option shall have the right to terminate this Agreement with respect to COMPANY by written notice to COMPANY subject to Force Majeure.

5.5 COMPANY's obligation to reimburse COUNTY payments made to COMPANY if COMPANY breaches this Agreement survives termination of this Agreement.

5.6 It is understood and agreed by the parties that, in the event of a default by COUNTY on any of its obligations under this Agreement, COMPANY's sole and exclusive remedy shall be limited to either i) the termination of this Agreement, or ii) a suit for specific performance.

ARTICLE VI MISCELLANEOUS

6.1 Notice. Any notice sent under this Agreement, shall be sent (i) by depositing such notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by depositing the notice with Federal Express or another nationally recognized courier service for next day delivery; or (iii) sent by electronic transmission confirmed by mailing written confirmation at substantially the same time as such electronic transmission, or (iv) personally delivered to the receiving party at the following addresses:

If intended for COUNTY to:

Attn: County Judge Brazos County, Texas
200 S Texas Ave., Ste. 332
Bryan, TX 77803

With a copy to:

Attn: General Counsel Brazos County,
Texas
200 S Texas Ave., Ste. 329
Bryan, TX 77803

If intended for COMPANY to:

Attn: Controller and Chief Operating Officer
FUJIFILM Diosynth Biotechnologies Texas,
LLC 100 Discovery Drive, Suite 200
College Station, TX 77845

With a copy to:

FUJIFILM Holdings America Corporation
200 Summit Lake Drives,
Valhalla, NY 10595
Attn: Legal Department

6.2 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Brazos County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an Original and constitute one and the same instrument.

6.5 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.6 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.7 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by COMPANY (except to an Affiliate of the COMPANY which shall not require prior consent of COUNTY) without the prior written consent of Brazos County which consent shall not be unreasonably withheld, conditioned or delayed.

6.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of COUNTY and COMPANY.

6.9 Venue and Jurisdiction. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

6.10 Authority to Contract. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The Parties represent that the persons executing this Agreement have authorization to sign on behalf of their respective entity.

6.11 No Debt. Under no circumstances shall the obligations of COUNTY hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, COUNTY agrees during the term of this Agreement to make a good faith effort to appropriate funds each year to pay amounts under this Agreement for the then ensuing

fiscal year.

6.12 Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of the Agreement, any paid hereof, or the right of the Parties thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

6.13 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

6.14 Force Majeure Events. Neither Party shall be considered to be in default in the performance of any material obligation under this Agreement when a failure of performance shall be due to an event of Force Majeure but only to the degree impacted by such Force Majeure event, and any specific references in this Agreement to Force Majeure shall not be implied to otherwise limit application of the foregoing. Neither Party shall be relieved of its obligation to perform due to Force Majeure if such failure is due to causes arising out of its own acts or omissions or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period.

Exhibits:

Exhibit "A" Legal description of the Property

Exhibit "B" Certificate of Compliance

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF THE PARTIES have executed this Agreement to be effective as of the Effective Date.

BRAZOS COUNTY:

ATTEST:

APPROVED

Karen McQueen, County Clerk

Duane Peters, County Judge


DATE: _____

APPROVED AS TO FORM:

Bruce Erratt, General Counsel

FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC

APPROVED:

Signed by:
Keita Hirabayashi
 Signer Name: Keita Hirabayashi
Signing Reason: I approve this document
Signing Time: 03-Jun-2025 | 16:13:47 CDT
34C9397C50904AB99A289FA31A165786

BY: Keita Hirabayashi

DATE: 03-Jun-2025 | 16:13:49 CDT

APPROVED AS TO FORM:

Counsel for
FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

An approximately 12.45 acres of land located on Biomedical Way on Lot 2, Block I of Traditions Phase 23 filed in volume 11293 page 184 of the Official Deed Records of Brazos County, Texas.

LEGAL DESCRIPTION OF LAND

**METES AND BOUNDS DESCRIPTION
OF A 12.45 ACRE TRACT
J. H. JONES SURVEY, A-26
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 417.85 ACRE TRACT AS DESCRIBED BY A DEED TO BRYAN COMMERCE AND DEVELOPMENT, INCORPORATED, RECORDED IN VOLUME 4023, PAGE 91 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT FOUND MARKING THE WEST CORNER OF A CALLED 11.6 ACRE TRACT AS DESCRIBED BY A DEED TO LOVELESS ACRES, LC, RECORDED IN VOLUME 7004, PAGE 104 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND AN INTERIOR EAST CORNER OF SAID REMAINDER OF 417.85 ACRE TRACT;

THENCE: S 34° 24' 12" W THROUGH SAID REMAINDER OF 417.85 ACRE TRACT FOR A DISTANCE OF 2225.78 FEET TO THE POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT, FOR REFERENCE A 3/4 INCH IRON PIPE FOUND ON THE NORTHWEST LINE OF A CALLED 3.50 ACRE TRACT AS DESCRIBED BY A DEED TO CHRIS DAILEY AND MARGARET DAILEY RECORDED IN VOLUME 6981, PAGE 232 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, MARKING THE SOUTH CORNER OF A CALLED 4.8885 ACRE TRACT AS DESCRIBED BY A DEED TO TRADITIONS ACQUISITION PARTNERSHIP, LP, RECORDED IN VOLUME 10784, PAGE 260 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND AN EASTERLY CORNER OF SAID REMAINDER OF 417.85 ACRE TRACT BEARS: N 83° 02' 30" E FOR A DISTANCE OF 2374.31 FEET FROM WHICH ANOTHER 3/4 INCH IRON PIPE FOUND ON THE SOUTHEAST LINE OF SAID REMAINDER OF 417.85 ACRE TRACT MARKING THE WEST CORNER OF SAID 3.50 ACRE TRACT BEARS: S 44° 39' 09" W FOR A DISTANCE OF 39.95 FEET;

THENCE: THROUGH SAID REMAINDER OF 417.85 ACRE TRACT FOR THE FOLLOWING CALLS:

S 65° 44' 10" E FOR A DISTANCE OF 137.18 FEET;
N 70° 37' 49" E FOR A DISTANCE OF 71.58 FEET;
S 71° 35' 47" E FOR A DISTANCE OF 130.27 FEET;
S 49° 04' 50" E FOR A DISTANCE OF 40.59 FEET;
S 64° 25' 29" E FOR A DISTANCE OF 110.79 FEET;
S 28° 01' 33" E FOR A DISTANCE OF 89.86 FEET;
S 12° 04' 31" E FOR A DISTANCE OF 104.79 FEET;
S 31° 06' 30" E FOR A DISTANCE OF 81.86 FEET;
S 41° 51' 48" W FOR A DISTANCE OF 572.50 FEET;
N 48° 08' 12" W FOR A DISTANCE OF 104.00 FEET;
S 41° 51' 48" W FOR A DISTANCE OF 217.00 FEET;

N 48° 08' 12" W FOR A DISTANCE OF 575.00 FEET;

N 41° 51' 48" E FOR A DISTANCE OF 718.23 FEET TO THE POINT OF BEGINNING CONTAINING 12.45 ACRES OF LAND, MORE OR LESS. BEARING SYSTEM SHOWN HEREIN IS BASED ON GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION.

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4502

EXHIBIT "B"

**STATEMENT OF COMPLIANCE
WITH ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN BRAZOS COUNTY AND FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC**

**THE STATE OF TEXAS §
COUNTY OF BRAZOS §**

FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC ("COMPANY") hereby certifies any Improvements on the Property, as called for in the above referenced Agreement:

_____ HAVE BEEN completed and constructed in every material respect pursuant to said Agreement.
_____ HAVE NOT BEEN completed or constructed in every material respect pursuant to said Agreement.

COMPANY further certifies that it:

_____ HAS complied with all applicable and material terms of said Agreement.
_____ HAS NOT complied with all applicable and material terms of said Agreement.

Signed this _____ day of _____, 20____.

FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC

By: _____
Name: _____
Title: _____

Any above-described improvements have been substantiated and accepted by the Brazos County, Texas as having been constructed in compliance with the above referenced Agreement, and that pursuant to said Agreement the Incentive Payment shall be remitted on or before October 31, _____.

Signed this _____ day of _____, 20____.

By: BRAZOS COUNTY, TEXAS

Duane Peters, County Judge