STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this 14th day of December, 2021, by and between Niagara Bottling, LLC ("**Company**"), and Chambers County, Texas (the "**County**") (Company and the County are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Chapter 381 of the Texas Local Government Code ("**Chapter 381**") authorizes the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") to develop and administer a program for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation, provided the execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211 of Chapter 312 of the Texas Tax Code ("**Chapter 312**"), as if the County Commissioners Court were a governing body of a municipality; and

WHEREAS, on the 26th day of March 2019, the County Commissioners Court adopted a Chapter 381 Economic Development Policy (the "**Chapter 381 Policy**"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 381, a copy of which is attached as **Exhibit A**; and

WHEREAS, on the 8th day of June 2021, the Company submitted a proposal for tax abatement under Chapter 381 (the "**Chapter 381 Proposal**", a copy of which is attached as **Exhibit B**), in accordance with the Chapter 381 Policy; and

WHEREAS, on the 22nd day of June 2021, the County Commissioners Court passed a Resolution establishing the Niagara Bottling, LLC 2021 Reinvestment Zone ("**Zone**") under Chapter 312, after complying with all of the relevant notice requirements under Chapter 312; and

WHEREAS, a Company Affiliate, Moon Tower Properties, LLC, owns the Premises, as hereinafter defined, and expects to develop and construct a manufacturing facility for the bottling of water (the "**New Manufacturing Facility**") (among other possible improvements) on the Premises, which is described in the Chapter 381 Proposal, the development and use of which is expected to significantly enhance the County's economic and employment base; and

WHEREAS, the County also finds that the improvements sought are feasible and practical and would benefit the County after expiration of this Agreement; and

WHEREAS, the Premises are located entirely within the Reinvestment Zone; and

WHEREAS, the County finds that the terms of this Agreement and the development of the New Manufacturing Facility, as hereinafter defined, satisfy requirements in the Chapter 381 Policy adopted by the County; and

NOW, THEREFORE, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the County, increased payroll that contributes to the economic development of the County and enhancement of the tax base in the County, and certain Chapter 381 Payments as defined below, and the Company, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Section 381.004 of Chapter 381, hereby contract, covenant, and agree as follows:

Section 1. Definitions

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

"**Company Affiliate**" shall mean any Person directly or indirectly controlling, controlled by, or under common control with Company. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Construction Phase" means a material and substantial improvement of the Premises which represents a separate and distinct construction operation undertaken for the purpose of constructing the New Manufacturing Facility. The period of Construction Phase ends when the New Manufacturing Facility is substantially completed and consistent with Section 6.

"**Chapter 381 Payment**" shall mean a payment from Company to County equal to forty percent (40%) of the County Tax abated pursuant to this Agreement as hereinafter described in **Exhibit D** attached hereto.

"**Eligible Property Value**" shall mean, with respect to each calendar year, the value of the buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the New Manufacturing Facility on the tax rolls of the Chambers County Appraisal District as of such calendar year.

"**Financing Party**" shall mean the lenders, security holders, investors, equity providers, and others providing financing or refinancing to or on behalf of Company, for the development, construction, ownership, operation, or maintenance of the New

Manufacturing Facility or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"**Force Majeure**" shall mean, without limitation, Acts of God or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action, fire, explosions, floods, strikes, adverse weather, or any other extraordinary event beyond the control of Company (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

"**Ineligible Property Value**" shall mean, with respect to each calendar year, the value of land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; watercraft; aircraft; housing; deferred maintenance investments; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property which has an economic life of less than 10 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; as listed on the tax rolls of the Chambers County Appraisal District as of such calendar year.

"**Payment Deadline**" shall mean, with respect to each Chapter 381 Payment, January 31st of the year immediately following the calendar year in which an abatement under Section 4 of this Agreement is granted.

"**Person**" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"Permanent Employee" shall mean a person whose employment is both permanent and full-time as reflected in the applicable payroll system of the Company, or an entity controlled by or under common control with the Company who is expected or scheduled to work at least [1,800] hours in a twelve-month period as an employee at the New Manufacturing Facility.

"**Premises**" shall mean all that parcel of land owned by the Company as hereinafter described in **Exhibit C** attached hereto.

"Undocumented Worker" means an individual who, at the time of employment by Company, is not: (i) lawfully admitted for permanent residence to the United States, or (ii) authorized under law to be employed in that manner in the United States.

Section 2. General Provisions

A. County Authorization. This Agreement was authorized by the County Commissioners Court and was approved by the affirmative vote of a majority of the County Commissioners Court at its regularly scheduled County Commissioners Court meeting on the 14th day of December, 2021, authorizing the County Judge to execute this Agreement on behalf of the County.

B. **Company Authorization**. The undersigned officers of Company have authority to execute this Agreement on behalf of the Company.

C. **Compliance**. The parties intend for this Agreement to comply with Chapter 381 and, to the extent practicable, Sections 312.204, 312.205, and 312.211 of Chapter 312. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy. To the extent that this Agreement deviates from a requirement of the Chapter 381 Policy, the County hereby grants Company a variance from such deviation.

D. **Ownership of Premises**. The Premises will be owned by the Company or a Company Affiliate, and in no event shall be owned by any member of the County Commissioners Court.

Section 3. Permitting

The County and Company shall use best efforts to expedite processing of any permits, requests, licenses, or other approvals associated with the building and development of the Premises and the New Manufacturing Facility.

Section 4. Terms of Tax Abatement

The County hereby grants to the Company a tax abatement with respect to the New Manufacturing Facility. The tax abatement shall begin on January 1, 2023 and shall continue for ten (10) years. In each year during the term of the tax abatement, the tax abatement shall equal 100 percent (100%) of County property taxes, as defined, imposed on the Eligible Property Value.

Section 5. Terms of Chapter 381 Payments

Company agrees to tender Chapter 381 Payments to County, on or prior to the Payment Deadline, for calendar years 2023 through 2032, inclusive. Company will tender Chapter 381 Payments by check or other mechanism acceptable to County.

Section 6. Covenants

A. **Construction Covenant.** Company or a Company Affiliate covenant to substantially complete, or cause to be substantially completed, the New Manufacturing Facility on or before September 30, 2022 (the "**Construction Covenant**"); provided that the Company or a Company Affiliate shall have such additional time as may be required by the effects of Force Majeure.

B. **Operation Covenant.** Company or a Company Affiliate shall operate the New Manufacturing Facility in accordance with prudent industry standards and applicable law (unless prevented by Force Majeure) and in a manner that is consistent with the general purpose of encouraging development within the Reinvestment Zone.

C. **Property Tax Covenant.** Throughout the term of this Agreement, the Company shall timely pay all property taxes imposed by the County on Ineligible Property Value.

D. **Management Change Notice Covenant.** During the term of this Agreement, Company shall notify the County in writing of any change of the manager of the New Manufacturing Facility within thirty (30) days of such change.

E. **Best Efforts to Increase Local Employment Covenant.** Company represents and agrees that the agreed to construction and operation of the New Manufacturing Facility will stimulate employment and the local economy. To this end, the Company represents and agrees that:

a. It reasonably expects a quarterly average of fifty (50) new construction jobs to be generated at the Premises during the Construction Phase for the New Manufacturing Facility.

b. In addition, the Company represents and agrees that commencing at the time the New Manufacturing Facility is fully operational, reasonably expected by September 30, 2022, at least forty-five (45) Permanent Employee positions will be created at the New Manufacturing Facility and maintained throughout the Abatement Term.

c. Company represents and agrees it will use commercially reasonable efforts to prioritize hiring criteria and exercise commercially reasonable efforts to offer the new employment opportunities referenced above to residents of Chambers County.

d. Company agrees to use its reasonably good faith effort to cause directly or indirectly to fill these construction and permanent jobs with residents of Chambers County. The Company represents that these will be truly "new jobs" for Chambers County.

e. A resident of Chambers County employed at the facility on a permanent basis may be counted towards any or all of the employment targets in this subsection.

f. Company does not expect that the New Manufacturing Facility will solely or primarily have the effect of transferring employment from one part of Chambers County to another, and the Company agrees to make every commercially reasonable effort to use local resources in employees, goods, and services at the facility.

g. In compliance with Texas Government Code, Section 2264.001 *et seq.*, Company hereby certifies that it does not and shall not knowingly employ an Undocumented Worker for any purpose related to this Agreement. If, after receiving the benefits of this Agreement, Company (or any branch, division, or department thereof) is convicted of a violation

under 8 U.S.C. Section 1324a(f), Company shall repay all taxes previously abated by virtue of this Agreement with interest at the rate of three percent (3%) *per annum*, not later than the 120th day after the date on which the County notifies Company of a violation of this Section 6, (g).

Section 7. Records and Audits

A. **Annual Certification**. Not later than January 31 of each year during the term of the tax abatement, the Company shall submit to the County a certification from the Company as to the conditions and covenants set forth in Section 6, provided that once the Construction Covenant is met, no further certification shall be required with respect to the Construction Covenant.

B. **County Access to Premises**. For the sole purpose of verifying the Company's annual certification, County employees or its representative shall have reasonable access to the Premises during the term of this Agreement. This Agreement shall be administered on behalf of the County by the Baytown West Chambers County Economic Development Foundation (EDF). Upon completion of the New Manufacturing Facility, the EDF shall annually evaluate the Facility to ensure compliance with this Agreement. All inspections will be made only upon twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the New Manufacturing Facility.

C. **Administration Fee.** Beginning on January 31, 2024, and on or before January 31 of each calendar year thereafter during the life of this Agreement, Company shall pay to the County an administration fee of 0.625% of the Chapter 381 Payment for such tax year as set forth in Section 5 of this Agreement. This fee is considered payment for Chapter 381 administrative services as provided in Section 381.004(c) of the Texas Local Government Code. Remittance of this fee shall be separate and distinct from the remittance of the Chapter 381 Payments set forth in Section 5 of this Agreement.

Section 8. Default and Termination

A. **Default**. In the event that Company either fails to meet the Construction Covenant or breaches the terms or conditions of this Agreement, Company shall be in default of this Agreement.

B. **Cure**. In the event Company defaults in its performance of the Agreement, the County shall give Company written notice of such default. Company shall have sixty (60) days after said written notice to cure the default. If the default is not reasonably susceptible to cure within such sixty (60) day period and Company has commenced and is pursuing cure of same, then, after first

advising the County of Company's efforts to cure same, Company may utilize an additional ninety (90) days for such purposes. The County may authorize additional time to cure defaults, which authorization shall not be unreasonably withheld.

C. **Remedy for Uncured Default**. The County's sole and exclusive remedy against any Person for breach of this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that the County may, at its option, terminate the Agreement and all future tax abatements under this Agreement shall be void. Notwithstanding the foregoing, if Company fails to meet the Construction Covenant, Company shall repay to the County, without penalty or interest, all tax abatements received under this Agreement. If Company breaches a covenant in Section 6, other than the Construction Covenant, for any year, the County shall not be entitled to terminate this Agreement, but may, at its option, rescind the tax abatement pertaining to such year.

D. **Company's Remedies**. The Company may institute proceedings as may be necessary or desirable in its opinion to defend against (i) improper assertions of default or (ii) improper attempts to terminate this Agreement, to withhold or obtain payments prescribed by this Agreement, or to seek repayment of amounts paid under the Agreement. Such proceedings may include, but are not limited to, seeking specific performance and/or injunctive relief, or enforcement by mandamus, or such other remedy as may be available at law, in equity, or otherwise. Such rights and remedies are not exclusive and are in addition to any other rights or remedies the Company may have at law, in equity, or otherwise.

E. **Mutual Termination**. The parties may terminate this Agreement by mutual agreement at any time.

Section 9. Effect of Sale, Assignment or Lease of Property

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither Party may assign its rights and duties hereunder, in whole or in part, without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that Company may assign this Agreement and all of its rights hereunder to any Company Affiliate without the County's consent. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party. Any assignment in violation of this Section 9 shall not affect any tax abatements with respect to which Company or a Company Affiliate is already entitled.

Section 10. Notice

All notices called for by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

Company:

Niagara Bottling, LLC.
Attn: Derieth Sutton
1440 Bridgegate Drive,
Diamond Bar, CA 91765

WITH COPY TO:

Niagara Bottling, LLC
Attn: Will Uyesugi
1440 Bridgegate Drive,
Diamond Bar, CA 91765

County:

County Judge
County of Chambers, Texas
404 Washington Avenue
P.O. Box 939
Anahuac, Texas 77514

WITH COPY TO:

Baytown Economic Development Foundation
1300 Rollingbrook Drive, Ste. 505
Baytown, TX 77521

Section 11. Limitation of Damages

Notwithstanding anything contained in this Agreement to the contrary, in the event of default, the County's damages for such a default shall under no circumstances exceed an amount equal to the actual amount of taxes abated as set forth in Section 4, Section 5, and Exhibit D. In addition, the County's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

Section 12. Miscellaneous

A. **Severability**. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court

having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. **Venue; Governing Law**. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Chambers County, Texas, and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

C. **Binding Nature of Agreement**. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors, and assigns.

D. **No Third-Party Rights or Benefits**. This Agreement is solely for the benefit of the parties hereto and do not create rights, contractual or otherwise, in other Persons.

E. **Interpretation**. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party. Section, subsection, and other headings are for convenience only and shall not be used to interpret this Agreement.

F. **Survival of Terms; Rights and Remedies Cumulative; No Waiver**. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination or expiration of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

G. **Counterparts; Electronic Delivery**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered (whether delivered in person, by mail, email, facsimile, or other electronic format) shall be an original, but all such counterparts shall together constitute one in the same instrument. Each counterpart may consist of a

number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

H. **Estoppel Certificate**. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of Company, shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificate. The County Judge for the County shall provide any such certificate on behalf of the County.

I. **Entire Agreement**. This Agreement constitutes the entire Economic Development Program Agreement between the parties, supersedes any prior understanding or written or oral Economic Development Program Agreements or representations between the parties, and can be modified only by written instrument subscribed to by all parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the County and Company relating to matters other than the abatement of property taxes.

** * * Signature Page Follows * * **

EXECUTED the 21st day of December, 2021.

CHAMBERS COUNTY, TEXAS

By: _____
Jimmy Sylvia, County Judge

ATTEST:
Heather Hawthorne, County Clerk

NIAGARA BOTTLING, LLC

By: _____
Name: William Myers
Title: Director of Legal Affairs

ATTEST:
_____

EXHIBIT A

CHAPTER 381 POLICY

CHAPTER 381 ECONOMIC DEVELOPMENT POLICY
CHAMBERS COUNTY, TEXAS

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes Chambers County to develop and administer projects for local economic development, and to encourage commercial activity in the County, and

WHEREAS, Chambers County desires to provide financial incentives to select private businesses that contribute to economic development, and

WHEREAS, Chambers County desires to provide such incentives to projects whose properties are subject to Chambers County *ad valorem* taxes, and

WHEREAS, Chapter 381 can be used in conjunction with tax abatement provided for under Chapter 312 of the Texas Local Government Code or separately as a Chapter 381 Economic Development Agreement, and

WHEREAS, this policy shall not be construed to obligate Chambers County to provide an incentive under Chapter 381 to any applicant; and all applications, requests and/or projects shall be considered on a case-by-case basis;

NOW, THEREFORE, Chambers County Commissioners' Court does adopt this policy to define the Chapter 381 incentives and establish guidelines and criteria by which they will be implemented.

GENERAL CRITERIA

Chambers County may provide Chapter 381 economic development incentives for a business or commercial development project ("Project") if that project:

1. Will enhance the economic vitality of Chambers County;
2. Will result in a net increase or retention of jobs in the County or add to the tax base or will otherwise improve or enhance the economic welfare of the residents or businesses of the County; or
3. Demonstrates the potential to generate revenues to the County which outweigh costs associated with incentives.

In addition, the following criteria must be satisfied:

The Project MUST:

1. Show a clear demonstration of economic benefit through advancement of the County's economic goals which include expanding the tax base, creating quality jobs, increasing private capital investment in the community, spurring development in targeted county locations; or encouraging development of targeted businesses or clusters desirable to enhance the county's economy;

2. Provide evidence that demonstrates the business' financial stability and capacity to complete the project; and

3. Be in compliance with all local, state and federal laws.

In order to receive any Chapter 381 incentives from Chambers County, credible information must be made available by the applicant, including but not limited to capital investment and employment projections, to enable Chambers County to conduct an appropriate analysis of the proposed project at initiation and throughout the life cycle of the Chapter 381 Agreement.

The decision to provide any Chapter 381 economic development incentives will be considered on a case-by case basis, in accordance with the criteria set forth in this policy, and at the discretion of the Chambers County Commissioners Court.

QUALIFICATION CRITERIA (NON-RESIDENTIAL PROJECTS)

In order to be eligible for Chapter 381 incentives, a Project must meet the following qualifying criteria:

1. Locate within the boundaries of Chambers County.
2. Create or retain a minimum of 10 jobs
3. Project investment must meet or exceed $1,000,000.
4. Must maintain ownership of all property for which an incentive is received through the duration of the agreement.
5. Must make sincere efforts to hire local employees, contractors and purchase items used in construction from vendors within Chambers County.

Projects qualifying under these General and Qualifying Criteria will be eligible for Chapter 381 economic development incentives, the percentages and terms for which will be at the sole discretion of the Chambers County Commissioners Court.

Opportunity Zone Residential and Targeted Development Projects

The Opportunity Zones program was established by Congress in the Tax Cut and Jobs Act as an innovative approach to spurring long-term private sector investments in targeted urban and rural communities nationwide. The program is based on the bipartisan Investing in Opportunity Act.

The program establishes a mechanism that enables investors with capital gains tax liabilities across the country to receive favorable tax treatment for investing in Opportunity Funds that are certified by the U.S. Treasury Department. The Opportunity Funds use the capital invested to make equity investments in businesses and real estate in Opportunity Zones designated by each state.

Three census tracts have been designated as Qualified Opportunity Zones (QOZ): 7103, 7104.01, and 7105. Consideration of Ch. 381 economic development proposals for residential developments and certain other targeted value-add projects will be limited to these designated QOZ census tracts. Residential developments in a QOZ are encouraged to include product options that qualify for financing under the USDA Rural Development Single Family Housing Guaranteed Loan Program. Additional information is available at:

https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions
https://www.rd.usda.gov/programs-services/single-family-housing-guaranteed-loan-program

APPLICATION / PROPOSAL PROCESS

Applicants seeking a Chapter 381 Economic Development Agreement with Chambers County may do so by submitting a written proposal to the County Judge of Chambers County.

The written proposal shall consist of a project description, general improvements to be undertaken; a general descriptive list of the improvements for which an incentive is requested; a list of the kind, number and location of all proposed improvements of the property; a map and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements.

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the proposal. The proposal may require such financial and other information as the participating municipality or County deems appropriate for evaluating the financial capacity and other factors related to the applicant.

Chambers County, not later than 90 days after receipt of the proposal, shall by Commissioners Court order either approve or deny the request at a regularly scheduled meeting.

CHAPTER 381 AGREEMENTS

A complete review of the Project and proposal will be conducted by Chambers County and/or its representatives. Depending on the nature of the Project, the form of incentive provided via Chapter 381 Agreement will be determined.

After approval, Chambers County shall formally pass a Commissioners court order and execute an agreement with the owner of the Project, which shall include the following:

- Project Description
- Percent of Value to Discount
- Community Impact Program Contribution
- Terms of Agreement
- Project Milestones and Deadlines
- Assignment Provisions
- Recapture Provisions
- Compliance Requirements

An agreement shall be effective on the January 1st valuation date immediately following the execution of the Chapter 381 Agreement or as stipulated and will be conditioned on the completion of specific improvements to real property, job creation and any other factors deemed appropriate by the County.

Approved and adopted this the 26th day of March, 2019.

Resolution and Order

On March 26, 2019, the Commissioners Court of Chambers County, Texas, met at the County Courthouse with the following members present:

Jimmy Sylvia	County Judge, Presiding,
Jimmy Gore	Commissioner, Precinct One
Mark Tice	Commissioner, Precinct Two
Gary R. Nelson	Commissioner, Precinct Three
Billy Combs	Commissioner, Precinct Four

when among other matters, came for consideration and action the following Resolution and Order:

Whereas, the Commissioners Court of Chambers County, Texas, duly convened, and acting in its capacity as the governing body of Chambers County, ORDERED that the policy attached and appended hereto, entitled **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** is made a part of this Order; and

Whereas, all officials and employees of Chambers County having duties under said policy are ordered and directed to perform such duties as required of them under said regulations.;

Therefore, be it Resolved, that Commissioners Court adopts the attached document as the **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** and **orders** that it be in effect on and after this day; and

Further Resolved, that County Judge Jimmy Sylvia is authorized to sign this Resolution and Order as the act of Commissioners Court.

The Resolution and Order was moved by Commissioner Combs, seconded by Commissioner Gore, and adopted by the Commissioners Court on a vote of 4 members for and 0 opposed.

Jimmy Sylvia, Chambers County Judge

EXHIBIT B

CHAPTER 381 PROPOSAL

May 20, 2021

The Honorable Jimmy Sylvia
Chambers County Judge
P.O. Box 939
Anahuac, TX 77514

RE: Project Hydrate Application for Tax Abatement

Dear Judge Sylvia,

Niagara Bottling, LLC ("Niagara") is delighted to submit its Application for Property Tax Abatement for its contemplated project within Chambers County. The proposed project contemplates a two phase advanced light manufacturing facility focused on bottled water production. It further contemplates:

- 611,000 sf facility with tilt wall construction located on 43 acres adjacent to East Grand Parkway South
- Grade A Light Industrial build-to-suit with 36' clears
- 65' external silos for PET and water storage
- High speed bottling equipment and blow-molding equipment for enclosure and bottle production

Niagara plans to invest $135 Million in a two phase production facility. The first phase calls for one production line with 50 new positions with an average wage of $50,000 per year. The facility will be fully built and operational in Q1 2022. Phase two is slated to start as early as Q4 2022 and complete as early as Q1 2025. Phase 2 contemplates the addition of two more production lines and the addition of up to 50 new positions with an average wage of $47,000.

Included in this packet you will find the following items in support/satisfaction of the Niagara's application for property tax abatement:

- Application
- Project overview
- Site location
- Development schedule
- Equipment listing

- Site design and building renders
- Community impact and support letters

This project is a competitive site search within the greater Houston Metro area. Niagara maintains five other production facilities in the State of Texas and 35 throughout North America. We appreciate the consideration of a 10 year property tax abatement on the first phase of Niagara's project. Further, we request the application be effectuated under Chapter 381.

Sincerely,

Jason Vangalis
Economic Development Manager
jvangalis@niagarawater.com
909.732.9412

Overview of Niagara Bottling:

Niagara Bottling, LLC has been family owned and operated since 1963. Headquartered in Diamond Bar, CA, Niagara operates bottling facilities throughout the U.S. and Mexico. As a leading beverage manufacturer in the U.S., Niagara Bottling works closely with some of the largest beverage brands, retailers, grocers, club and convenience stores throughout the country. Niagara produces a variety of beverages including bottled water, sparkling, vitamin and flavored water, teas, sports drinks, ready-to-drink coffee, protein drinks and non-dairy milk products. For more information, visit www.niagarawater.com.

Project Narrative:

A 611,000 sf advanced light manufacturing facility focused on the production of bottled water. The facility uses proprietary high speed bottling lines and targeted automation throughout the production process. The project will occur in two phases with the first phase completing the full building footprint and the installation of one line. The second phase will call for two additional line installed 12 and 24 months after initial completion. The facility will be located on a 43 acre tract fronting E Grand Parkway S. within the TGS Cedar Port Park.

Site Location:



Development Schedule:

Project: Baytown, TX

Project Hydrate

4/30/2021

Milestone Date	Responsible Party	Milestone Description
29-Mar-21	Niagara	Proceed with Due Dilligence
23-Apr-21	Niagara	Notice to Proceed Civil Design
23-Apr-21	Niagara	Finalize Line Procurement
26-Apr-21	Niagara	Provide Notice to Proceed Architectural & PME
28-Apr-21	Niagara	Niagara Provide Comments on Site Concept
3-May-21	CIVIL	Deliver Survey CAD File to Designers
12-May-21	TEAM	Due Dilligence Complete
14-May-21	Choate	Submit DRC Submittal
15-May-21	Niagara	Niagara Approve Lock Line Layout
17-May-21	CIVIL	Mass Grading Plans Complete
17-May-21	CIVIL	Submit SWPP/NOI Paperwork to the State
19-May-21	DRC	First DRC Meeting to Review Comments
24-May-21	PD	Submit Full Civil Plans to TGS/Chambers County
25-May-21	Niagara	All Process Design Information Provided to Choate
25-May-21	TEAM	Resubmit DRC Submittal
25-May-21	Choate	Submit Shell Drawings for Building Permit
27-May-21	Baytown	City Council Approval
28-May-21	Niagara	Niagara Close on Property
1-Jun-21	DRC	Second DRC Meeting/Receive Approval
7-Jun-21	Choate	Mobilize and Begin Sitework
25-Jun-21	Chambers County	Receive Building Permit
25-Jun-21	Choate	MPA/PTS Process Design Complete
28-Jun-21	Choate	Submit for Process Upfit Permit
27-Jul-21	Chambers County	Receive Process Upfit Permit
13-Sep-21	Choate	Start Steel Erection
1-Nov-21	Local Utilities	All Utilities Available to the Site
13-Dec-21	Niagara	Niagara Contractor Mobilization
20-Dec-21	Niagara	Start Line Equipment Delivery and Install
28-Feb-22	Choate	Receive TCO
28-Feb-22	Niagara	First Saleable Bottle
7-Mar-22	Niagara	First Saleable Pallet

Project Hydrate Baytown Milestone Schedule 04-30-2021.xlsx 4/30/2021

Attachments:

- Abatement Application
- Machinery and Equipment Listing
- Site Plan
- Building Rendering
- Community Support Letters

APPLICATION FOR TAX ABATEMENT IN CHAMBERS COUNTY, TX

This application should be filed at least 90 days prior to the proposed date for beginning of construction or the installation of fixed machinery and equipment. **Projects that have begun construction (including earthwork) prior to County approval of final contracts are ineligible.** The filing of this document acknowledges familiarity and conformance with Guidelines and Criteria for Tax Abatement in Chambers County (attached). This application will become part of the agreement and any knowingly false representations will be grounds to void the agreement. Original copy of this request should be submitted to the County Judge Jimmy Sylvia, 404 Washington Avenue, P. O. Box 939, Anahuac, Texas 77514 if the property is located outside the corporate limits of a municipality. If the property is within the corporate limits of a municipality, the application should be submitted to the city manager of the municipality or city administrator. Note: Approval of this application is only 1 step in securing tax abatement. The applicant must provide other legal documents.

Upon approval, the applicant must maintain membership in the Baytown-West Chambers County Economic Development Foundation, commencing the date of agreement and extending for the term of this agreement, at the standard rate for similar size companies as established by the Foundation.

APPLICANT INFORMATION **Date: May 20, 2021**

Company Name: Niagara Bottling, LLC
Address: 1440 Bridgegate Dr
City: Diamond Bar State: CA Zip-Code: 91765

APPLICANT MUST SUBMIT ANNUAL REPORT. (See instructions).

Number of Employees: At location: 0
Annual Sales: Niagara Bottling is a privately held company and does not disclose proprietary and competitive information
Corporation: ☐ Partnership: ☒ Proprietorship: ☐

PROJECT INFORMATION

Type of Facility
See Instructions

☒ Manufacturing Facility
☐ Wholesale Distribution Facility
☐ Research Facility
☐ Service Facility
☐ Entertainment & Recreation Facility
☐ Other Basic Industry

Proposed Project Location Address and Legal Description: 5711 E Grand PKWY S, Baytown 77523*

Legal Descripition: 227-17-2-6-24 J STEELE SUR 4730 HWY 99 TGS REAL EST OFF
Attach map and/or aerial showing proposed site
*The final address has not been designated

Jurisdictions:

School District Goosecreek ISD
College District Lee College
City or Town Baytown ETJ

Describe Product or Service

Project Description:

Attach narrative(s) fully explaining the project, describe existing site and proposed improvements and provide list of improvements and fixed machinery and equipment for which abatement is requested.

☒ NEW PLANT ☐ EXPANSION ☐MODERNIZATION

ECONOMIC INFORMATION

Construction Estimates:

Start Month/Year June / 2021 Construction Man Years Approximately $10 MM in wages supported
Completion Date February/ 2022 Peak Construction Jobs200

If Modernization:

Estimated Economic Life of Existing Plant _____Years
Added Economic Life from Modernization _____Years

Permanent Employment Estimates (PEE'S)

Current Plant Employment0
Number of Plant Jobs ☐ Retained or ☒ Created
At start/opening 50 in year2022/2023
5 years into operation 90 in year 2027

Estimated Appraised Value on Site

	Personal	Improvements	Land
Value January 1 Preceding Abatement Agreement	$0	$0	$458,280
Est. Value of Improvements	$42,000,000	$40,000,000	
Est. Value of Abated Properties After Abatement Expires	$42,000,000	$40,000,000	

Value upon completion of Project-Personal Property and Project Improvements Not Subject to Abatement	$9,000,000	$0	TBD

VARIANCE

Is the applicant seeking a variance under Section 4 (e) of the guidelines? ☒ YES NO
If "YES", attach required supplementary information.

OTHER ABATEMENTS. Has the company made application for abatement for this project to other taxing jurisdictions or nearby counties? ☐YES ☒NO. If "YES" please provide dates of application, hearing dates if held or scheduled, name of jurisdictions and contacts, and letter of intent.

COMPANY REPRESENTATIVE TO BE CONTACTED:

NAME: Jason Vangalis

_____
Signature of Company Official

TITLE: Economic Development Manager

_____
Name & Title of Company Official

ADDRESS: 1440 Bridgegate Dr
CITY: Diamond Bar STATE: CA ZIP-CODE: 91765
TELEPHONE: 909.732.9412

INSTRUCTIONS

Applicant and projects must meet the requirements established in the Guidelines and Criteria (attached) in order to receive positive consideration. Section 3 of the Guidelines, for example, sets out improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established; business references (name, contact and telephone number of principal bank, accountant and attorney) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in Section 3(a) of the Guidelines may receive abatement without applying for a variance. Check guideline definitions in Section 2 to confirm project qualification.

ECONOMIC INFORMATION

Permanent Employment Estimates – In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site – The value January 1st preceding abatement should be the value established by the Chambers County Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least five hundred thousand dollars ($500,000.00) after the period of abatement expires. Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements such as office space in excess of that used for plant administration, housing, etc.

1.	Line Equipment
	Production Line #1
	Production Line #2 (if applicable)
	Production Line #3 (if applicable)
	Production Line #4 (if applicable)
	Change Parts
	Line Lube System
	Inspection System
	Dehumidifier
	Performance Trending System
	Pilot Profiler
	Data Collection System
	Stretch Wrapper(s)
	Line Access Platforms
	Bottle Coder
	Case Coder
	UPC Labeler
	Pallet Label Applicator(s)
	Bundled Pricing - Line Equipment
	One Off/Additional Expense/Contingency
2.	Injection Equipment
	PET IMM
	PET IMM Mold
	Closure IMM
	Closure IMM Mold
	Resin Storage & Handling System
	Mezzanine
	Cap Inspection System
	Injection Bag Filters
	Bridal Loop Pumps
	Preform Conveying System
	Closure Conveying System
	Injection Bridge Crane
	Mold Ice Blaster
	Mold Table
	Bundled Pricing - Injection Equipment
	One Off/Additional Expense/Contingency
3.	Utility Equipment
	Heat Exchanger - (HEX)
	Chiller(s)
	Refrigerant Detection Monitor
	HP Compressor System
	LP Compressor System

Utility Bag Filters
HP Compressor Air Filters for BMMs
HP & LP Flow Meters
Cooling Tower
Centrifugal Separator
Sand Filter
Process Water Pump Skid
Process Water Pump
Chilled Water Pump Skid
Chilled Water Pump
Bridal Loop Pumps for BMMs
Spot Cooler
Boiler
Chemical Treatment - Cooling Tower
Glycol
Bundled Pricing - Utility Equipment
One Off/Additional Expense/Contingency

4. Water Process Equipment

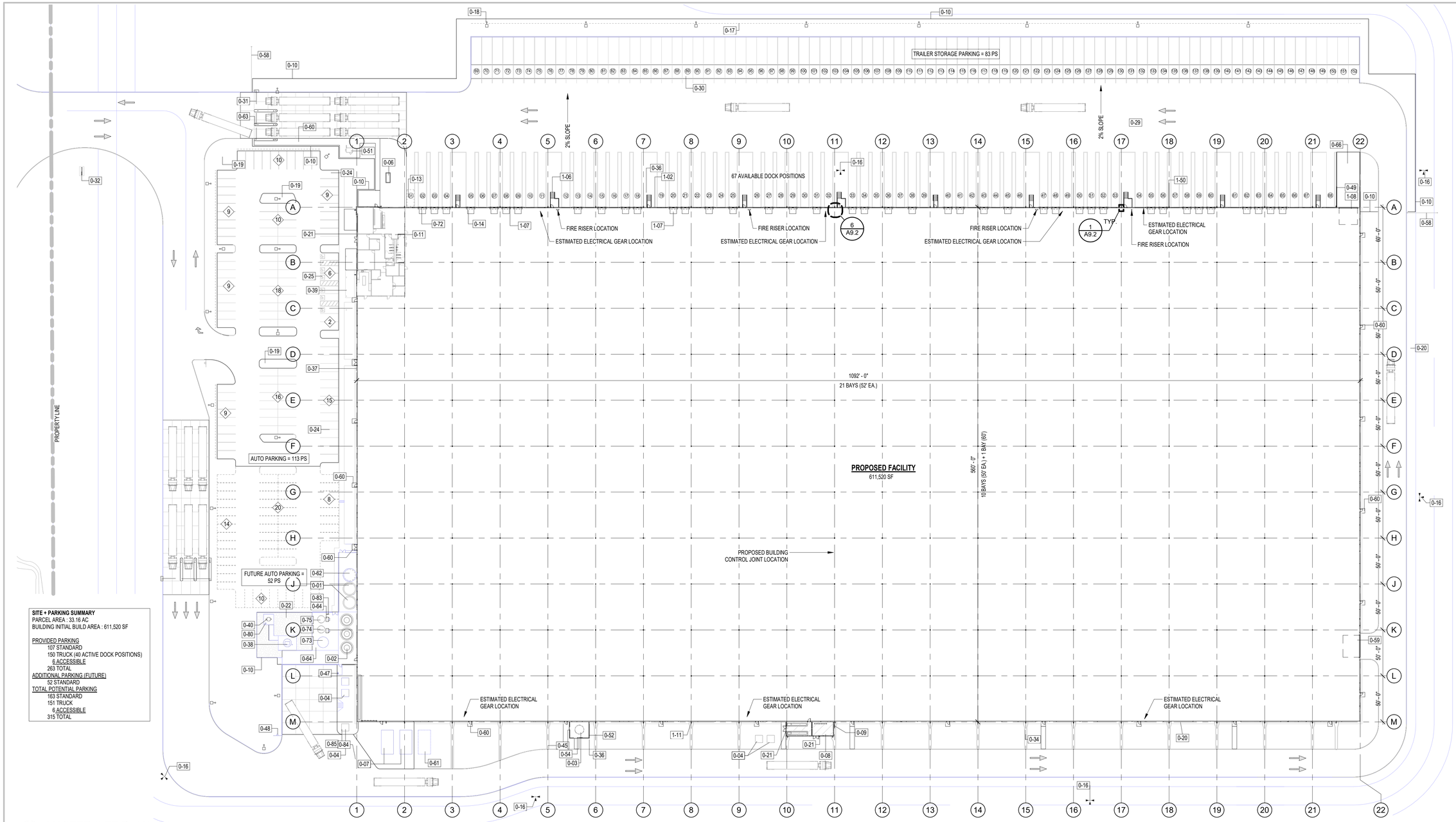
RO System(s)
Carbon Tower(s)
Steam Filters
Additional Pretreatment Equipment
Multimedia Filters
Carbon Media
Distiller
Filter Housings - City Water Infeed
Filter Housings - Spring Water Unload
Filter Housings - Spring Water Supply
Ozone System(s)
WQMS
Ozone System Commissioning
Mineral Skid
Mineral Skid Automated Drain Valves
Mineral Skid Commissioning
CIP System w/ HEX
Purified Water Silo
Spring Water Silo
City Water Silo
Miscellaneous Storage Silos
Backwash Reclamation Tank
Incoming City Water Supply Pumps
Spring Water Offload Pumps
Spring Water Supply Pumps
Spring Water Carbon Tower Pumps
Drinking Water Supply Pumps
Distilled Water Supply Pumps

	CIP Batching Pump
	Miscellaneous Pumps
	Filler Strainer
	Waste Water Discharge - pH Neutralization System
	Chlorine Skid
	Startup Chemicals (Chlorine, Anti-Scalant, etc.)
	Batching Equipment
	Chemical Treatment - RO System
	Bundled Pricing - Water Process Equipment
	One Off/Additional Expense/Contingency
5.	Plant Support Equipment
	Portable Stretch Wrapper
	Floor Sweeper/Scrubber Combo
	Injection Supplies
	Balers
	VLM
	Maintenance Shop Equipment - >$5K
	Bundled Pricing - Plant Support Equipment
	One Off/Additional Expense/Contingency
6.	Equipment Rental
	Construction Trailers/Restroom Rental
	Lift Rental
	Generator Rental
	Security
	Dumpster
	Bundled Pricing - Equipment Rentals
	One Off/Additional Expense/Contingency
7.	Warehouse Equipments
	LGV - Vehicle(s)
	LGV - Support Equipment & Install
	Dock Equipment
	Dock Door(s)
	Automated Dock Door Project
	Dock Door Installation
	LGV Dock Door Panel(s)
	Forklift(s)
	Scissor Lift(s)
	Boom Lift(s)
	Racking System
	Bundled Pricing - Warehouse Equipment
	One Off/Additional Expense/Contingency
8.	Tenant Improvements
	Inside Fencing
	Parts Room Portable Office
	Warehouse Portable Office
	Landscape (Non-BTS)

	Office Modifications (Non-BTS)
	Utility Room Enclosure (Non-BTS)
	Utility Room Coil Up Door (Non-BTS)
	Utility Room HVAC System & Installation (Non-BTS)
	Batching Room Enclosure (Non-BTS)
	Batching Room Coil Up Door (Non-BTS)
	Batching Room HVAC System & Installation (Non-BTS)
	Bollards/Guard Rails
	Bundled Pricing - Tenant Improvements
	One Off/Additional Expense/Contingency
9.	Building Modifications
	Dust Containment (Non-BTS)
	Sloped Flooring/Equipment Pads (Non-BTS)
	Under Slab Drains (Non-BTS)
	Epoxy Floor Coating (Non-BTS)
	Driveway Modifications (Non-BTS)
	New Sewer/Lift Station (Non-BTS)
	New Water Supply (Non-BTS)
	Baler Relocation - Electrical & Floor Drain (Non-BTS)
	Dock Door Additions (Non-BTS)
	Fire Protection Under Mezzanines (Non-BTS)
	Bundled Pricing - Building Modifications
	One Off/Additional Expense/Contingency
10.	Piping
	Process Piping Installation
	Utility Piping Installation
	Vacuum Jacketed Piping Install - Liquid Line
	Vacuum Jacketed Piping Install - Vapor Line
	Vacuum Jacketed Piping Materials - Liquid Line
	Vacuum Jacketed Piping Materials - Vapor Line
	Blow Molder Bridal Loop Pipe Racks
	Flow Divert Panels
	Passivation - Process Piping & Systems
	Passivation - Utility Piping & Systems
	Bundled Pricing - Piping
	One Off/Additional Expense/Contingency
11.	Electrical Install
	Electrical Installation
	Main Switch Boards - MSB's
	Secondary Power Distribution Panels - PDP's
	Transformers - XFM's
	80kW Standby Generator with ATS
	Disconnects
	Utility Motor Control Center - MCC
	Water Process Motor Control Center - MCC
	Water Process Panels - ECP

	Line Area Panels - ECP
	Filler Area Panels - ECP
	Injection Area Panels - ECP
	Dock Door Communication Panel - ECP
	Guard Shack Panels - ECP's
	Cable Tray
	Infrared Scan
	Safety Standard Evaluation Services
	Bundled Pricing - Electrical
	One Off/Additional Expense/Contingency
12.	Mechanical Install
	Mechanical Rigging & Install
	One Off/Additional Expense/Contingency
13.	Structural Steel
	Roof Supports (Non-BTS)
	Tower Structure & Access Platform (Non-BTS)
	Utility Room Pipe Bridge (Non-BTS)
	Bundled Pricing - Structural
	One Off/Additional Expense/Contingency
14.	Professional Services
	Architectural Services
	Engineering Services
	Installation Management Services - Contract PM
	Special Inspection
	Survey Services
	Bundled Pricing - Professional Services
	One Off/Additional Expense/Contingency
15.	Governmental Fees
	Permitting
	Water Usage Fees
	Water Connection Fee
	Sewer Usage Fees
	Sewer Connection Fee
	Electrical Fees
	Natural Gas Fees
	Customs Duty
	Bundled Pricing - Governmental Fees
	One Off/Additional Expense/Contingency
16.	Process TI / UpFit
	Concrete, Steel, Painting, Mechanical, Electrical, Misc.
	One Off/Additional Expense/Contingency
17.	Office TI / UpFit
	Carpentry, Flooring Materials, Painting, Fire Protection, Plumbing, Mechanical, Painting & Misc.
	One Off/Additional Expense/Contingency
18.	Soil Remediation (Contingency)

	Contingency Funds To Remediate Unsuitable Soils
	One Off/Additional Expense/Contingency
19.	Construction Contingency (3%)
	3% Of Process & Office Upfit / TI
	One Off/Additional Expense/Contingency
20.	Guardhouse
	Construction & TI's
	One Off/Additional Expense/Contingency
21.	Landscape & Irrigation
	Misc. Items Not Covered In Shell Package
	One Off/Additional Expense/Contingency
22.	Signage & Graphics
	Exterior Building & Yard Signage
	One Off/Additional Expense/Contingency
23.	IT Hardware
	Capital IT Hardware
	Non Capital IT Hardware
	IT Installation
	Bundled Pricing - IT Hardware
	One Off/Additional Expense/Contingency
24.	Plant Supplies
	Furniture
	Plant Wide Radio System
	Lab Supplies - Equipment - >$5K
	QA Additional Requirement
	Maintenance Room Equipment
	Bundled Pricing - Plant Supplies
	One Off/Additional Expense/Contingency
25.	Misc
	Raw Materials Transport - Sample Shipments
	Freight/Material Handling
	Project Supplies
	Additional Safety Requirement
	Bundled Pricing - MISC
	One Off/Additional Expense/Contingency



SITE + PARKING SUMMARY
PARCEL AREA : 33.16 AC
BUILDING INITIAL BUILD AREA : 611,520 SF

PROVIDED PARKING
107 STANDARD
150 TRUCK (40 ACTIVE DOCK POSITIONS)
6 ACCESSIBLE
263 TOTAL
ADDITIONAL PARKING (FUTURE)
52 STANDARD
TOTAL POTENTIAL PARKING
163 STANDARD
151 TRUCK
6 ACCESSIBLE
315 TOTAL

1 MASTER SITE PLAN
1" = 50'-0"

GENERAL NOTES - SITE PLAN

#	COMMENTS
1	SEE CIVIL AND LANDSCAPE DOCUMENTS FOR ADDITIONAL ITEMS OF COORDINATION.
2	SEE ELECTRICAL DOCUMENTS FOR SITE LIGHTING AND SITE RELATED ITEMS THAT SHALL REQUIRE SERVICE
3	SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION IN RELATIONSHIP TO HARDSCAPE, DRIVES, PARKING AREAS AND MISCELLANEOUS ITEMS.
4	SEE SOILS REPORT FOR SITE PREPARATION, FOOTING SOIL PREPARATION AND ADDITIONAL REQUIREMENTS FOR SLOPES AT BUILDING PERIMETERS.
5	SEE SOILD REPORT AND CIVIL DOCUMENTS FOR PAVING SECTIONS AND LOCATIONS.
6	THE GENERAL CONTRACTOR IS TO VISIT THE SITE FOR OBSERVATION OF ANY EXISTING CONDITIONS AND SHALL REPORT ANY AND ALL CONFLICTS BETWEEN THE DOCUMENTS AND THE FIELD CONDITIONS.
7	ALL EXISTING SITE EQUIPMENT AND FEATURES (I.E. LANDSCAPING, PERIMETER LIGHTING, SIDEWALKS, TRANSFORMERS, TEL. CO. BOXES, WATER METERS, ECT.) SHALL BE PROTECTED FROM DAMAGE UNLESS OTHERWISE NOTED TO BE REMOVED OR BE RELOCATED.
8	ALL AREAS OF PEDESTRIAN ACCESS SHALL COMPLY WITH THE AMERICANS WITH DISABILITY ACT AND LOCAL ENFORCED CODES, THERE WILL BE NO EXCEPTIONS.
9	TRANSITION AT SIDEWALKS SHALL NOT EXCEED 1/2 INCH UNLESS AN APPROVED RAMP HAS BEEN INSTALLED.

GENERAL NOTES - SITE PLAN

#	COMMENTS
10	AVOID YELLOW AND RED PAINT STRIPING ON THE SITE. PROVIDE THESE COLORS ONLY WHERE REQUIRED BY AUTHORITY HAVING JURISDICTION.
11	ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THIS SITE SHALL BE PLACED UNDERGROUND.
12	SEE SPECIFICATIONS FOR ADDITIONAL ITEMS OR COORDINATION AND SPECIFIC REQUIREMENTS FOR PRODUCTS AND PROCEDURES.
13	FINAL COORDINATION OF OFFSITE LIGHTING SHALL BE REQUIRED AND COORDINATED WITH LOCAL UTILITY COMPANY.
14	PROVIDE A 18" MINIMUM RODENT BARRIER AT ALL PERIMETER WAREHOUSE WALLS WITHIN A LANDSCAPE AREA. REF: LANDSCAPE DWGS.
15	SITE LIGHT POLES TO BE DARK BRONZE FINISH

KEYNOTE LEGEND

No.	DESCRIPTION
0-01	65'-9 TALL WATER SILO AND CONCRETE PAD
0-02	60' TALL RESIN STORAGE SILO AND CONCRETE PAD
0-03	PAD MOUNTED NITROGEN TANK WITH SECURITY FENCE - INSTALL PER MFR. REQUIREMENTS
0-04	PAD MOUNTED ELECTRICAL TRANSFORMERS - SEE ELECTRICAL
0-06	NATURAL GAS PAD MOUNTED GENERATOR - SEE ELECTRICAL
0-07	COOLING TOWER
0-08	FIRE RISER/ PUMP ROOM
0-09	FIRE DEPARTMENT CONNECTION W/ LOCKING CAPS - SEE CIVIL
0-10	8'-0" H. CHAINLINK SECURITY FENCE
0-11	EMPLOYEE PATIO
0-13	TRASH COMPACTOR BY OWNER
0-14	DOCK HIGH LOADING
0-16	FIRE HYDRANT - SEE CIVIL
0-17	DASHED LINE INDICATES 15' SEMI OVERHANG
0-18	SITE LIGHTING - SEE ELECTRICAL
0-19	LANDSCAPE AREA - SEE LANDSCAPE PLANS
0-20	2' CONTINOUS CONCRETE RODENT BARRIER ADJACENT TO EXTERIOR WALL ALONG ENTIRE LENGTH OF BLDG. - SEE LANDSCAPE
0-21	SURFACE MOUNTED KNOX BOX
0-22	GRAVEL GROUND COVER
0-24	CONCRETE SIDEWALK - SEE CIVIL

KEYNOTE LEGEND

No.	DESCRIPTION
0-25	ACCESSIBLE PARKING - REFER TO CIVIL DWGS.
0-29	HEAVY DUTY CONCRETE OVER BASE COURSE PER SOILS REPORT RECOMMENDATIONS, LINES TO BE 4" WIDE WHITE STRIPE OVER 6" BLACK STRIPE, TYP. - REFER TO CIVIL DWGS.
0-30	CONT. 15' WIDE CONCRETE DOLLY PAD
0-31	ELEC. ARM GATE & MOTOR WITH MANUAL OVERRIDE
0-32	DOUBLE SIDED MONUMENT SIGN INCLUDING SPOT LIGHTS BY OWNER, SIGNAGE UNDER SEPARATE PERMIT AND PER PARK DEVELOPMENT STANDARDS. SIGN TO BE INSTALLED PRIOR TO OCCUPANCY
0-34	SPLASH BLOCK WITH 2FT CONCRETE CHANNEL REF. CIVIL DWGS.
0-36	6" DIA. X 4'-0" H. PIPE BOLLARD - FIXED
0-37	GAS METER, COORD. W/ PLUMBING
0-38	T-1000 WET WELL UNDERGROUND TANK
0-39	ACCESSIBLE SIGNAGE
0-40	METERING MANHOLE
0-45	CONCRETE DRAINAGE FLUME, REFER TO CIVIL DWGS.
0-47	DUAL HEIGHT PEDESTAL AND CALL BOX
0-48	'MATERIALS DELIVERY ONLY' SIGN - UNDER SEPARATE PERMIT, COORD. W/ CIVIL FOR LOCATIONS
0-49	REMOVABLE RAILING AT RAMP
0-51	MODULAR CHECK-OUT KIOSK: PROVIDED BY OWNER, COORDINATE WITH ELECTRICAL

KEYNOTE LEGEND

No.	DESCRIPTION
0-52	8'-0" H. CHAIN LINK FENCE WITH THREE ROWS OF SECURITY WIRE ABOVE AND PLASTIC SLATS
0-54	FENCE GATE, VERIFY GATE OPENING DIMENSIONS AND LOCATIONS WITH OWNER
0-58	MANUAL SLIDING GATE WITH KNOX PADLOCK, COORDINATE FINAL KNOX PADLOCK LOCATION WITH FIRE AUTHORITY
0-59	HEAVY DUTY ASPHALT, REFER TO CIVIL DRAWINGS
0-60	MIN. 5'-0" X 5'-0" LANDING PAD AT EXIT DOOR
0-61	FUTURE COOLING TOWER WITH ACCESS PLATFORM, SHOWN AS DASHED
0-62	FUTURE WATER SILO
0-63	12" HIGH CONCRETE ISLAND
0-64	CONCRETE EQUIPMENT PAD - REF. CIVIL DRAWINGS
0-66	CONCRETE RAMP ACCESS
0-72	DOCK LEVELERS AT OVERHEAD DOOR, LEVELERS AT DOOR LOCATIONS 003, 004, 005 AND 006 ARE TO BE CONNECTED TO BACK-UP GENERATOR, SEE DETAIL 3/A8.2 FOR SIGNAGE AT DOOR - SEE ELECTRICAL DRAWINGS
0-73	T-2000 WASTE WATER STORAGE TANK (25,000 GALLON)
0-74	T-3000 TREATMENT TANK NO.1, (3,000 GALLON)
0-75	T-4000 TREATMENT TANK NO.2, (3,000 GALLON)
0-80	METERING MANHOLE DOG HOUSE
0-83	EMERGENCY EYE WASH STATION - REF. PLUMBING DRAWINGS
0-84	6" DIA. X 4'-0" H. PIPE BOLLARD - REMOVABLE
0-85	TRANSFORMER PAD

KEYNOTE LEGEND

No.	DESCRIPTION
1-02	CONCRETE TILT WALL PANEL W/ A R-VALUE OF 0.6 AND A U-FACTOR OF 1.66
1-06	PROVIDE EXPANDED METAL STAIR TREADS & LANDINGS AND GALVANIZED RAILINGS
1-07	VERTICAL LIFT OVERHEAD DOOR AND DOCK BUMPERS
1-08	HIGH LIFT OVERHEAD DOOR
1-11	SURFACE MOUNTED 8" WIDE X 8" DEEP PAINTED METAL DOWNSPOUT TO TERMINATE AT GRADE
1-50	RECESSED 8" WIDE X 8" DEEP METAL DOWNSPOUT TO TERMINATE ABOVE GRADE

LEGEND

#-## KEYNOTE	# PANEL NUMBER	XXX DOOR NUMBER	
#-## TYP. KEYNOTE	F.E. FIRE EXTINGUISHERS	X X MATERIAL TAG	
# PARKING COUNT	# DOCK POSITION		

architects
mpa
merriman pitt anderson
architecture · planning
interior design
208 WEST 4TH STREET, #3A
AUSTIN, TX 78701
512.472.1111
www.mpaaustin.com
MERRIMAN PITT ANDERSON, INC

REGISTERED ARCHITECT ROBERT B. PITT 17809 STATE OF TEXAS

05/13/2021

PROJECT HYDRATE _ BAYTOWN SITE, WAREHOUSE, SHELL AND OFFICE

5711 E Grand PKWY S
Baytown, TX 77523

ISSUE

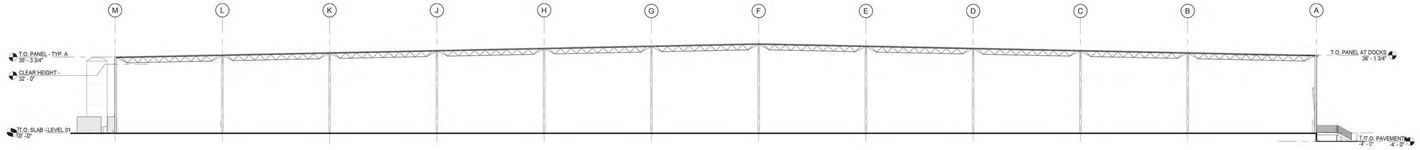
REV #	DATE	ISSUANCE
	05/13/2021	SHELL PROGRESS

PROJECT NUMBER: 21-015

ISSUE DATE: 05/13/2021

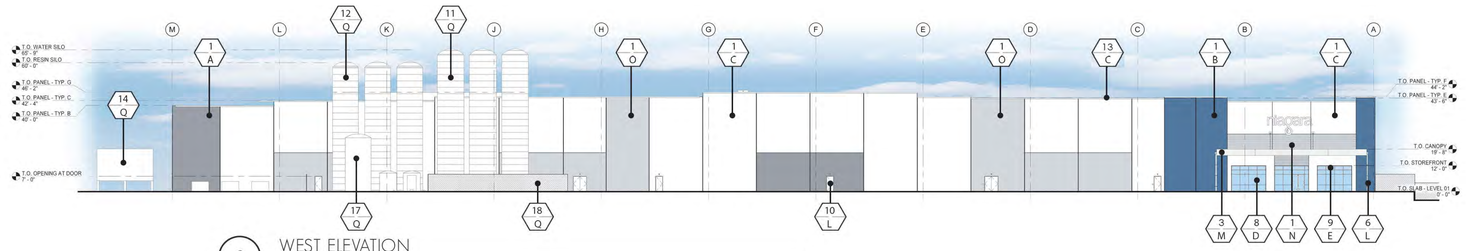
SHEET NAME: MASTER SITE PLAN

SHEET: A0.1



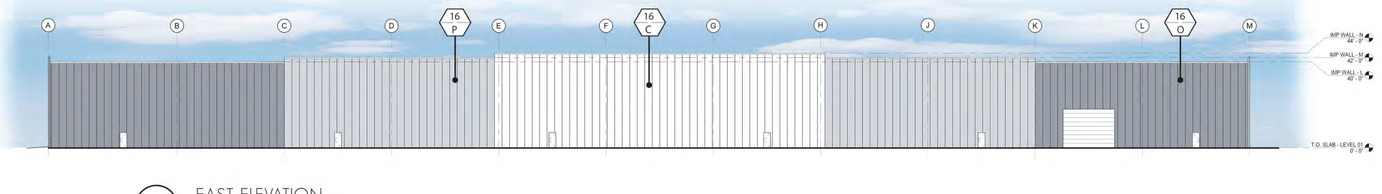
1 BUILDING SECTION

NOT TO SCALE



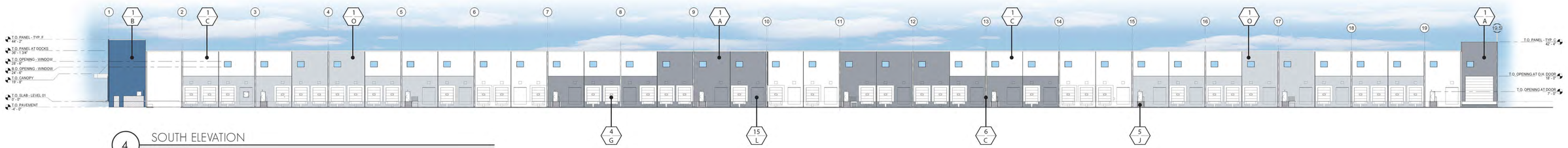
2 WEST ELEVATION

NOT TO SCALE



3 EAST ELEVATION

NOT TO SCALE



4 SOUTH ELEVATION

NOT TO SCALE



5 NORTH ELEVATION

NOT TO SCALE

A
DE6375 - CASTLEROCK

B
DET584 - POSTWAR BOOM

C
DEW380 - WHITE

O
DE6352 - DECEMBER SKY

EXTERIOR SCHEDULE

COMPONENT ⬡ FINISH / COLOR

COMPONENT		FINISH / COLOR			
SYMBOL		SYMBOL	COLOR NAME	NUMBER	MANUFACTURER
1	CONCRETE TILT PANEL	A	CASTLEROCK	DE6375	DUNN EDWARDS
2	TUBE STEEL FRAMING	B	POSTWAR BOOM	DET584	DUNN EDWARDS
3	ALUMINUM COMPOSITE PANEL OVER STEEL STRUCTURE	C	WHITE	DEW380	DUNN EDWARDS
4	OVERHEAD DOCK DOORS	D	(2) AZURIA + CLEAR	–	SOLARBAN 70
5	STEEL STAIRS AND RAILING	E	AZURIA + SPANDREL	–	SOLARBAN
6	GUTTER AND DOWNSPOUT	F	CLEAR ANODIZED	–	–
7	ALUMINUM WINDOW SYSTEM	G	FACTORY WHITE FINISH	–	OVERHEAD DOOR
8	VISION GLAZING	H	STONE WHITE	FACTORY FINISH	FIRESTONE
9	SPANDREL GLAZING	J	GALVANIZED FINISH	–	–
10	EXTERIOR MAN DOOR	K	STAINLESS STEEL	–	–
11	WATER SILO	L	PAINT TO MATCH SURRONDING WALL	–	–
12	RESIN SILO	M	SILVER METALLIC	–	ALUCOIL (LARSON)
13	METAL FLASHING	N	BOARD-FORMED TEXTURE	CAST-IN-PLACE	–
14	COOLING TOWER	O	DECEMBER SKY	DE6352	DUNN EDWARDS
15	FUTURE KNOCKOUT PANEL	P	REGAL GREY	E:0.87 SRI:53	METL SPAN
16	INSULATED METAL PANEL WALL SYSTEM	Q	EQUIPMENT FINISH		
17	WASTE WATER TREATMENT TANKS			–	–
18	8'-0" HIGH SECURITY CHAIN LINK FENCE			–	–

PROJECT HYDRATE

-Confidential-



PROJECT HYDRATE

architects mpa

GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

February 25, 2021

RE: Reliable Access to Food and Health Supply Chains Served by Niagara Bottling, LLC

To Whom It May Concern:

As I am sure you have seen, Winter Storm Shirley and Uri, has impacted much of the United States. In no place was this more apparent than Texas. As our communities recover and get back to normal, our reliance on companies that provide critical resources for our food and health supply chains are essential to the health and wellness of our residents and timely recovery. Niagara Bottling, LLC ("Niagara") provides critical access to clean and safe water for our community and communities across the state. Ensuring that Niagara has access to the resources it needs to maintain its production should be prioritized, so that our community can have reliable access to quality food and health supply chains.

Niagara has helped communities across the state by partnering with groups like Feed the Children, Feeding America, and Convoy of Hope. They have also responded locally to the impact from Winter Storm Shirley and Uri. Niagara has worked with local officials in Fort Bend County and surrounding communities by providing direct relief to residents through bottled water donations. They serve millions of Texans across the state with their water and beverage products and are an elemental partner in building a strong and reliable food and health supply chain. Their efforts can only continue if their production is uninterrupted.

We ask that you recognize the need within our community to be able to access a reliable and safe food and health supply chain and Niagara's ability to support this supply chain. One of the crucial ways you can help support our community's recovery is to ensure that companies like Niagara are able to continue, uninterrupted, with their production and support of our food and health supply chain by supporting their supply chain and services for production.

Sincerely,

Jeffrey C. Wiley
President \ CEO
Greater Fort Bend Economic Development Council
Sugar Land, TX 77478

April 26, 2021

RE: Partnership with Niagara Bottling, LLC

To Whom It May Concern:

Niagara Bottling, LLC ("Niagara") located in Temple in 2019 and immediately expressed interest in partnering with Temple ISD. Their support provided the opportunity for an expansion of Career and Technology curriculum at Temple High School focused on an Arts A/V Technology and Communications strand.

Niagara provided Temple ISD with a generous grant that enabled the high school to expand programming related to the use of its videoboard. As result of their support, students have the opportunity to generate original content and commercial spots and produce these spots live during our game days. Students can then leverage these experiences to move into a related career field.

We found several school districts that capitalized on this experience, putting together 14-25-member student crews for game day, with sponsors working with them on content. This became a bell whether program for us. We continue to explore any additional certifications as part of these pathways as well as contact our local colleges for possible college credit opportunities.

Niagara has not only partnered with Temple ISD but the broader community. It has provided support during the recent winter weather events, supported the Temple College Foundation, and continues to be a strong partner in building a robust foundation for Temple to grow and prosper. Niagara is a welcomed neighbor and member of Temple's business community.

Sincerely yours,

Bobby Ott, Ed.D.
Superintendent of Schools
Temple Independent School District
bobby.ott@tisd.org

EXHIBIT C

PREMISES

ORDER DESIGNATING/CREATING
THE
NIAGARA BOTTLING, LLC 2021 REINVESTMENT ZONE

On June 22, 2021, at a public meeting of the Commissioners Court of CHAMBERS COUNTY, TEXAS ("the Court"), the Court conducted a hearing on the application of NIAGARA BOTTLING, LLC ("NIAGARA") for the creation of the NIAGARA BOTTLING, LLC 2021 REINVESTMENT ZONE ("the Reinvestment Zone").

The Court finds and declares that:

1. The Court has adopted tax abatement guidelines and policies which are now in effect, thereby electing to become eligible to participate in tax abatement.

2. NIAGARA has applied, in a timely and adequate fashion, for tax abatement on a proposed project to be developed within the Reinvestment Zone.

3. All notices and legal requirements have been given and/or satisfied prior to the consideration by the Court of the creation of the Reinvestment Zone. Specifically, notice of today's hearing was published in the manner required by law and notice was timely given to the presiding officer of other taxing units of government as required by law.

4. The designation of the Reinvestment Zone will contribute to the retention or expansion of primary employment and will attract major investment in the zone that will be a benefit to the property to be included in the Reinvestment Zone and will contribute to the economic development of the County and surrounding area.

5. The improvements sought to be made are feasible and practical and will be a benefit to the land to be included in the Reinvestment Zone.

6. The area requested to be designated as a reinvestment zone meets the criteria for designation as such in one of more ways as specifically provided by law.

Therefore, upon motion made by Commissioner Tice, seconded by Commissioner Combs and affirmatively passed, be it RESOLVED and ORDERED by the Court that the 43-acre tract of land described in the attached Exhibit is hereby designated as the NIAGARA BOTTLING, LLC 2021 REINVESTMENT ZONE and is eligible for commercial / industrial tax abatement.

PASSED and ADOPTED JUNE 22, 2021.

CHAMBERS COUNTY, TEXAS

By: _____
JUDGE JIMMY SYLVIA,
Chambers County Judge

ATTEST:

Heather H. Hawthorne
HEATHER H. HAWTHORNE, County Clerk

NIAGARA
PROPERTY DESCRIPTION
43 ACRE TRACT

BEING 43 ACRES OF LAND, MORE OR LESS, SITUATED IN THE JOHN STEELE SURVEY, ABSTRACT NO. 227, CHAMBERS COUNTY, TEXAS. BEING OUT OF THE 6555 ACRE (BY DEED) TRACT 7 DEEDED TO TGS CEDAR PORT PARTNERS, L.P., AS RECORDED IN VOLUME 1535, PAGE 85 OF THE OFFICIAL PUBLIC RECORDS OF CHAMBERS COUNTY, TEXAS.

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CHAMBERS §

That TGS CEDAR PORT PARTNERS, L.P., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto MOON TOWER PROPERTIES, LLC, a Delaware limited liability company ("Grantee"), that certain tract of parcel of land in Chambers County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, air rights, water, existing water well(s), utility capacity rights, and together with all improvements situated thereon, all sewer and wastewater discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights allocated or reserved thereto, all development rights with respect thereto and any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and any adjacent strips or gores of real estate (such land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "Property").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee, subject only to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "Permitted Exceptions").

All oil, gas and other minerals in, on and under the Property have been previously reserved by Grantor's predecessors in title and are not conveyed hereunder.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject only to the Permitted Exceptions.

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH ABOVE, AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 6.2 OF THE PURCHASE AND SALE AGREEMENT DATED JUNE 16, 2021, BETWEEN GRANTOR, AS

SELLER, AND GRANTEE, AS PURCHASER, GRANTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY NATURE, KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE IMPROVEMENTS ON THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GRANTEE ACCEPTS SUCH PROPERTY AND IMPROVEMENTS IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS.

Grantee's address is Moon Tower Properties, LLC
1440 Bridgegate Dr.
Diamond Bar, CA 91765 USA
Attn: Todd Uhlick and Will Uyesugi

[*Signature Pages Follow*]

EXECUTED this 1st day of July, 2021.

TGS CEDAR PORT PARTNERS, L.P.,
a Texas limited partnership

By: TGS Cedar Port GP, LLC,
a Texas limited liability company,
its sole general partner

By: _____
Name: Matt Fleming
Title: Executive Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 1st day of July, 2021, by Matt Fleming, Executive Vice President of TGS Cedar Port GP, LLC, a Texas limited liability company, in its capacity as the sole general partner of TGS Cedar Port Partners, L.P., a Texas limited partnership, for and on behalf of said limited partnership.

[SEAL]

Notary Public, State of Texas

Abdiaz Tovar
ID# 125329241
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 21, 2022

EXHIBIT "A"

BEING a 43.139 acre tract of land located in the John Steele Survey, Abstract No. 227, being a portion of the 1607 acre (by deed) tract of land described as "Tract 4" conveyed unto TGS Cedar Port Partners, L.P. by deed recorded in Volume 1535, Page 85, of the Official Public Records of Chambers County, said 43.139 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "Gorrondona and Associates, Inc" found at the southwest corner of the 17.428 acre (by deed) tract conveyed unto Fromus, LLC as recorded in Clerk's File number 2019-144724 of the Official Public Records of Chambers County, said rod being in the north right-of-way line of Grand Parkway (S.H. 99) (a public right-of-way of varying width) as recorded in Volume 650, Page 348 of the Official Public Records of Chambers County common with the south line of said Tract 4, said rod being the southeast corner of there herein described 43.139 acre tract having a grid coordinates value of N= 13,835,561.879, E=3,273,872.314;

THENCE, South 85 degrees 23 minutes 13 seconds West, with the said north right-of-way line of Grand Parkway (S.H. 99) common with the said south line of Tract 4, for a distance of 1,550.60 feet, to a point in the east line of the Water Plant Road (a 120 foot wide right-of-way), said point being the southwest corner of the herein described 43.139 acre tract;

THENCE, North 03 degrees 27 minutes 19 seconds West, with the said east right-of-way line of the Water Plant Road, for a distance of 1,087.15 feet, to a point for an angle corner of the herein described 43.139 acre tract;

THENCE, North 03 degrees 16 minutes 08 seconds West, with the said east right-of-way line of the Water Plant Road, for a distance of 127.39 feet, to a point for the northwest corner of the herein described 43.139 acre tract;

THENCE, North 85 degrees 43 minutes 37 seconds East, for a distance of 1,555.73 feet, to a point for the northeast corner of the herein described 43.139 acre tract;

THENCE, South 03 degrees 11 minutes 04 seconds East, at 378.75 feet passing the northwest corner of said 17.428 acre tract, continuing with the wet line of said 17.428 acre tract, for a total distance of 1,205.43 feet, to the **POINT OF BEGINNING** of the herein described tract, containing 43.139 acres (1,879,151 square feet) of land, more or less.

EXHIBIT "B"

1. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years.

2. Utility Easement and Right-of-Way one hundred (100) feet in width along the south property line, granted to Chamber County Improvement District No. 1, as set out by instrument dated July 17, 2019, filed for record on July 18, 2019, under Clerk's File Number 2019-144241 in the Official Public Records of Chambers County, Texas.

3. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated April 3, 1950, recorded April 28, 1950, in Volume (50) 121, Page 1 of the Deed Records of CHAMBERS County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

4. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 18, 2000, recorded on May 26, 2000, in Volume (2000) 456, Page 155, under Clerk's File No. (2000) 3125-B of the Official Public Records of CHAMBERS County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

5. Terms, conditions and stipulations contained in that certain Mineral Interests Agreement executed by and between USX Corporation and Cedar Crossing, LP, dated May 18, 2000, recorded in Volume (2000) 456, Page 295, under Clerk's File No. (2000) 3127-B of the Official Public Records of CHAMBERS County, Texas.

6. Terms, conditions and stipulations contained in that certain Assignment and Assumption of Mineral Interests Agreement executed by and between Cedar Crossing, LP, and TGS Cedar Port Partners, L.P., dated December 1, 2014, recorded in Volume (2014) 1535, Page 226, under Clerk's File No. (2014) 98885 of the Official Public Records of CHAMBERS County, Texas.

7. Terms, conditions and stipulations of that certain Agreement to Grant Easements dated May 18, 2000, by and between Cedar Crossing and USX Corporation recorded in Volume (2000) 456, Page 507, Clerk's File No. (2000) 03130-B of the Official Public Records of CHAMBERS County, Texas.

NOTE: Easements contained in the original agreement are extinguished except for the private road easements which will continue to exist for so long as necessary for USX Corporation to access property still owned by them, as stipulated in that certain Certificate Regarding Agreement to Grant Easements dated May 18, 2000, by and between Cedar Crossing and USX Corporation recorded in Volume (2006) 866, Page 187, Clerk's File No. (2006) 14928 of the Official Public Records of CHAMBERS County, Texas

8. The Land has frontage or abuts Grand Parkway (SH 99), which is a controlled access highway. This policy does not insure against the exercise of power by competent governmental authority to limit, control or deny access, ingress or egress to the Land from said highway or service road which the Land abuts, nor does it insure that the Insured has or shall continue to have access, ingress or egress from such property to and from said highway and service road.

9. Terms, conditions and stipulations of that certain Reciprocal Access Easement by and between TGS Cedar Port Partners, L.P., and FROMUS LLC, dated March 31, 2021, filed for record under Clerk's File Number 2021-166726 in the Official Public Records of CHAMBERS County, Texas.

10. Covenants, conditions and restrictions as set forth in the documents listed below: restriction is permitted by applicable law, as set forth in the document

Recording Date: September 20, 2005
Recording No: Clerk's File No. 8344S, or 2005008344, being Volume (05) 810, Page 495
Recording No: Clerk's File No. 8345S, or 2005008345, being Volume (05) 810, Page 583.

Recording Date: June 16, 2021
Recording No: Clerk's File No. 2021-169031

FILED FOR RECORD IN:
Chambers County Clerk
On: 07/02/2021 10:50AM
Doc Number: 2021-169718
Number of Pages: 7
Amount: $46.00
Order#: 20210702000008
By: CB
Heather H. Hawthorne



EXHIBIT D

CHAPTER 381 PAYMENT SCHEDULE

Tax Year	Ch. 381 Payment	(SET) PILOT	Payment Date
2023	40% of County Tax Abated	100% of SET	1/31/2024
2024	40% of County Tax Abated	100% of SET	1/31/2025
2025	40% of County Tax Abated	100% of SET	1/31/2026
2026	40% of County Tax Abated	100% of SET	1/31/2027
2027	40% of County Tax Abated	100% of SET	1/31/2028
2028	40% of County Tax Abated	100% of SET	1/31/2029
2029	40% of County Tax Abated	100% of SET	1/31/2030
2030	40% of County Tax Abated	100% of SET	1/31/2031
2031	40% of County Tax Abated	100% of SET	1/31/2032
2032	40% of County Tax Abated	100% of SET	1/31/2033

The aggregate County Tax Rate consists of the following categories:

- Road & Bridge Special
- County – General
- Interest & Sinking
- Road & Bridge FMFC
- Chambers County School Equalization Fund Tax (SET)

For purposes of this Agreement, the County Tax will consist of the following categories:

- Road & Bridge Special
- County – General
- Interest & Sinking
- Road & Bridge FMFC