

**ADDENDUM “2020-2”  
to the  
AGREEMENT BETWEEN THE SEABROOK ECONOMIC DEVELOPMENT  
CORPORATION, THE CITY OF SEABROOK, TEXAS, AND KIWO INC.**

This Addendum “2020-2”, is made effective on the date of final approval by the City of Seabrook, and is incorporated into and will be deemed to amend the **Economic Development Agreement** (the “**Agreement**”) between **KIWO Inc.**, (“KIWO”), the **Seabrook Economic Development Corporation** (“SEDC”), and the **City of Seabrook**, (“City”), for economic development incentives for business relocation and to facilitate site improvements of KIWO’s manufacturing facilities located at 1929 Marvin Circle, Seabrook, Texas 77586, (as more particularly described in Exhibit “A-1” and incorporated by reference), due to recent TxDot condemnation for improvements to Highway 146 and its effects to KIWO’s manufacturing site location. The site improvements and related conditions for incentives by the EDC (the “Project Facilities”) are specifically conditioned upon Developer’s/Owner’s required performance terms, as more fully described in the Agreement. The purpose of this Addendum 2020-2 is to provide an **extension** for the time of performance for Developer’s/Owner’s performance of the conditions specified in Sections I and II of the Agreement; specifically, the relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by December 1, 2019, as currently contained in Section I (b) in the Agreement and to provide for an additional extension for the subject relocation from December 1, 2020, (as contained in Addendum 2019-1), to December 1, 2021 and contained in this Addendum 2020-2, as provided hereafter.

The purpose of this **Addendum 2020-2** is to grant an additional 12-month **extension** for KIWO performance from **December 1, 2020**, (as provided by Addendum 2019-1), to the Agreement, Section I. “Inducement by SEDC”, paragraph (b), to **December 1, 2021**, to allow for the relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by said date. The City of Seabrook, (“City”), the Seabrook Economic Development Corporation (“SEDC”) and KIWO Inc., (“KIWO”), accordingly agree to the following:

The Agreement currently provides, on page 4, under Section I. “Inducement by SEDC”, paragraph (b), that SEDC will provide, in the form of a reimbursement to KIWO, an economic incentive grant (“**Grant**”), for the Project Facilities/Project, a total amount not to exceed **\$84,209.40** as provided hereafter in accordance with the Project Application/Site Plan and as further conditioned hereafter:

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*“(b) Relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by **December 1, 2019** as represented in the Application; and .....*”

The Agreement under Section I. “Inducement by SEDC”, paragraph (b), is hereby amended by this Addendum 2020-2 to now read as follows:

*“(b) Relocation of KIWO’s emulsion manufacturing operations to the City of Seabrook by **December 1, 2021** as represented in its Application, and its date for performance as revised by Addendum 2020-2; and....”*

Additionally, the Agreement, Section II. “Performance by Developer” shall be amended by adding a new paragraph E. entitled “Extensions for Performance” as follows:

*“Developer/Owner shall provide for the timely completion and performance of the Project as delineated in Application and this Agreement/Site Plan, and any amendments thereto. Developer/Owner understands and agrees that the dates for performance as contained in the Agreement shall not be further extended except by amendment of this Agreement, predicated upon a filed written application of Developer/Owner, prior to the date of the specific required performance date(s), demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Developer/Owner to completely perform by the date(s) provided in the Agreement or any amendments thereto shall constitute a material breach and default of this Agreement, requiring Developer/Owner to refund all payments received from EDC pursuant to this Agreement and/or any fees waived by this Agreement, which shall be immediately due and payable.”*

Except as amended herein, all other provisions of the Agreement shall remain in full force and effect. In case of conflict with this Addendum 2020-2, the Agreement, or Addendum 2019-1, this Addendum 2020-2 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum “2020-2” in multiple copies, each of equal dignity, on this \_\_\_ day of \_\_\_\_\_, 2021.

[Execution Pages Follow]

**CITY OF SEABROOK, TEXAS**

\_\_\_\_\_  
Thomas G. Kolupski, Mayor

DATE: \_\_\_\_\_, 2021

ATTEST:

\_\_\_\_\_  
Robin Lenio, TRMC  
City Secretary

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION**

*Paul Dunphey*

\_\_\_\_\_  
BY: Paul Dunphey,  
Board President

DATE: JANUARY 14 \_\_\_\_\_, 2021

ATTEST:

*Ernie Davis*

\_\_\_\_\_  
Ernie Davis,  
Board Secretary

**KIWO, Inc.**

*Pedro Guerrero*

\_\_\_\_\_  
BY: Executive VP  
\_\_\_\_\_  
Title/Authorized Representative

DATE: JANUARY 14, 2021