

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

AGREEMENT

This “Agreement” is made under the authority of Section 42.044 of the Texas Local Government Code.

The parties to the Agreement are the City of Seabrook, a municipal corporation and a home-rule Seabrook located in Harris County, Texas, ("Seabrook"); Total Petrochemicals & Refining USA, Inc, a Delaware corporation with offices at 1201 Louisiana St, Suite 1800, Houston Texas, 77002 , Owner and Lessor of the real property made the basis of this Agreement, (“TPRI”); and Bayport Polymers LLC, a Delaware limited liability company, with principal place of business at 12212 Port Road, Pasadena, Texas 77507, Lessee of the subject real property, ("Bayport"). TPRI and Bayport, jointly and severally are collectively referred to herein as (“Baystar”).

PREAMBLE

WHEREAS, it is the established policy of the Seabrook Council to adopt such reasonable measures from time to time as are permitted by law, which tend to enhance the economic stability and growth of Seabrook by attracting the location of new business and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this Seabrook City Council as being in the best interest of Seabrook and its citizens; and

WHEREAS, Seabrook has received a Petition for disannexation from TPRI, the owner of real property described herein, and its Lessee, Bayport, and pursuant to its policy and this Agreement, Seabrook enacted Ordinance No. 2019-18 designating portions of the area located in its extraterritorial jurisdiction as the "Seabrook Industrial District 2" (the "District"), such Ordinance being in compliance with the Municipal Annexation Act of Texas, codified as Section 42.044, Texas Local Government Code; and

WHEREAS, it is the desire of both Seabrook and Baystar to take the necessary steps under applicable Texas law to extend an Agreement for development of property within the District, thereby enhancing the economic stability and growth of Seabrook; and

WHEREAS, TPRI is the owner of the subject land and as Lessor has leased the subject property to Bayport, which is the owner of the improvements and a long term ground Lessee of the land within such designated District, a true and correct copy of the Memorandum of Lease of such lease, with effective date of January 1, 2018, "Lease" being incorporated by reference, said land/leasehold being legally described on the attached Exhibit "A" (the "District Property"); said District Property also being more particularly shown on a map attached as Exhibit "B", which map describes the ownership boundary lines; a site layout, showing all improvements, including the Baystar facility (the "Facility"), pipelines and railroads, and also showing the area of the District Property as now disannexed from Seabrook by Ordinance No 2019-18, said Exhibits "A" and "B" being incorporated herein by reference; and

WHEREAS, Seabrook desires to further encourage the development of the District Property located within such designated District, and for such purpose the parties desire to enter into this Agreement, and to establish guidelines, standards and agreements concerning improvements and use of the District Property and Facility; and

WHEREAS, Baystar recognizes the benefits of this Agreement and its obligation to contribute to the revenue needs of Seabrook in an amount commensurate with the burdens placed upon Seabrook by reason of the District Property being located immediately adjacent to Seabrook and benefits derived by Baystar by reason of being located within the District; and

WHEREAS, Seabrook intends that the District Property should continue to remain in its area of exclusive extraterritorial jurisdiction, subject to this Agreement;

NOW, THEREFORE, in view of the above and foregoing reasons, in consideration

of the premises and the mutual agreements of the parties contained herein, and pursuant to the authority granted to Seabrook under Section 42.044, Texas Local Government Code, and as allowed by law for entering into written contracts with owners of land in an industrial district, Seabrook and Baystar hereby agree as follows:

ARTICLE I.

PROPERTY COVERED BY AGREEMENT

This instrument will reflect the intention of the parties hereto that this Agreement shall govern and affect the District Property (facilities, real, personal, and mixed) located on TPRI's real property as referenced in Exhibit "A" and "B" which are within the extra-territorial jurisdiction of the Seabrook. TPRI joins as owner of the District Property with Bayport, it's Lessee, in entering into this Agreement, and the benefits and obligations contained herein, and stipulates, consents and agrees that all conditions required under the Lease for entering into this Agreement have been performed, occurred or have been waived.

ARTICLE II.

TERM

A. This agreement shall extend for a period of fifteen (15) years beginning on the date of this Agreement's approval by Seabrook City Council. Following the expiration of the initial fifteen (15) year term, and to the extent permitted by law, this Agreement may be extended for an additional period or periods of time upon mutual consent of Baystar and Seabrook as provided by Section 42.044, Texas Local Government Code and other applicable law. Provided, however in the event Seabrook is not notified of Baystar's desire to extend this Agreement 90 days prior to expiration date of initial term or such earlier time as may be necessary to proceed under then current annexation laws or any rules, the covenant of Seabrook not to annex the District Property, as provided herein, shall terminate, and Seabrook shall have the right to commence immediate annexation proceedings as to all of the District Property covered by this Agreement, provided the effective date of any such annexation shall not be finally effective until midnight on the termination date. In such event, Baystar agrees that the rights of the parties shall be

determined in accordance with the provisions of the Texas Local Government Code, specifically including Chapters 42 and 43 as the same existed on May 24, 2019, Baystar waiving the right, to require Seabrook to comply with any amendments to, or new legislation after May 24, 2019 which may impose greater restrictions on, or further obligations of Seabrook in connection with its annexation of the District Property. Notwithstanding provisions of such Act to the contrary, the length of term of the Agreement as described herein is authorized to the extent allowed by current law.

B. If in the event there are any other property owners within the District Property, as referenced herein, that either refuses to sign an Industrial District Agreement or defaults on their District Agreement and said property is not contiguous with the Seabrook's boundary, TPRI shall permit Seabrook to annex a suitable and as legally necessary, a strip of land out of TPRI's land from Seabrook's boundary to the defaulting property owner's land to permit its annexation. Both the size and location of such strip is to be mutually designated by Seabrook and TPRI.

C. In the event Baystar notifies Seabrook, as provided herein, of its desire not to extend the term of this Agreement, the covenant of Seabrook not to annex the District Property shall terminate, and Seabrook shall have the right to commence immediate annexation proceedings as to all of the District Property.

D. This Agreement, as allowed by law, may be extended for an additional period or periods by agreement between Seabrook and Baystar even though other Industrial District Agreements with other property owners in designated District/District Property are not so extended. Provided, however, that nothing herein contained shall be deemed to obligate either party hereto to agree to an extension of this Agreement.

E. Upon the commencement of the term of this Agreement, or any extension thereto, any other previously existing Industrial District Agreements with respect to the District Property including but not limited to any previous agreement shall terminate, except for any fee payment obligations of a property owner subject thereto, which shall continue until paid in full to Seabrook.

ARTICLE III.

BAYSTAR'S OBLIGATIONS

A. Annual Payment.

Bayport shall pay Seabrook a total amount of Five Hundred Fifty Thousand Dollars (\$550,000.00) in two payments of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) each, with the first payment being due within ninety (90) days following the commencement of this Agreement, to be used for any improvements Seabrook deems necessary or appropriate. The second of the two referenced payments shall be paid by January 31st, 2021.

B. Payment in Lieu of Taxes Payments (PILOT)

Seabrook agrees that Baystar shall not be subject to Seabrook ad valorem taxes, Seabrook sales taxes, Seabrook utility franchise fees, and other license or permit fees as would be due if Baystar, its improvements and the tangible personal property thereon were located within the corporate limits of the City of Seabrook.

In addition, and as part of the consideration for the Seabrook’s undertakings as set forth above, Bayport agrees to pay Seabrook on or before January 31st of each year during the term hereof a sum of money equal to:

- (1) The value as agreed to and stipulated by the parties to be as follows for each year indicated below with:

Base Value * Yearly Payment % on Base Value * the property tax rate per \$100.00 of valuation adopted by the Seabrook Council for the Seabrook = Total Payment as provided hereafter:

Base Value is defined as \$25,000,000

Term Year	Base Value ("BV") \$25,000,000.00	City Fiscal Year	Calendar Year	Seabrook Property Tax Rate	Yearly Payment % on Base Value	Payment to Seabrook
1		2018-19	2019	0.551983		\$275,000 Annual Payment 1 of 2
2	BV	2019-20	2020	Current Property Rate	50%	\$275,000 Annual Payment 2 of 2

3	BV	2020-21	2021	Current Property Rate	100%	PILOT Payment
4	BV	2021-22	2022	Current Property Rate	100%	PILOT Payment
5	BV	2022-23	2023	Current Property Rate	100%	PILOT Payment
6	BV	2023-24	2024	Current Property Rate	100%	PILOT Payment
7	BV	2024-25	2025	Current Property Rate	100%	PILOT Payment
8	BV	2025-26	2026	Current Property Rate	100%	PILOT Payment
9	BV	2026-27	2027	Current Property Rate	100%	PILOT Payment
10	BV	2027-28	2028	Current Property Rate	100%	PILOT Payment
11	BV	2028-29	2029	Current Property Rate	100%	PILOT Payment
12	BV	2029-30	2030	Current Property Rate	100%	PILOT Payment
13	BV	2030-31	2031	Current Property Rate	100%	PILOT Payment
14	BV	2031-32	2032	Current Property Rate	100%	PILOT Payment
15	BV	2032-33	2033	Current Property Rate	100%	PILOT Payment

- (2) Nothing herein contained shall ever be interpreted as lessening the authority of the Harris County Appraisal District to establish the appraised value of Land, improvements, and tangible personal property in the annexed portion, for ad valorem tax purposes.

C. Stored Product Payments

- (1) Baystar shall furnish Seabrook with a written report of the names and addresses of all persons and entities who store any tangible personal property on the District Property by lease, consignment, or other arrangement with Baystar ("products in

storage"), and are in the possession or under the management of Baystar on January 1st of each Term Year, further giving a description of such ("products in storage").

(2) The following language shall be included in storage contracts or leases and Bayport agrees to use its reasonable commercial best efforts to amend its existing contracts so that this language will appear in all contracts on/after commencement date of this Agreement. Such language is as follows to with:

- (a) "The term "Stored Product" as used in this Agreement shall mean that "Product" stored in Bayport facilities located within the District on January 1 of any year of the Lease.
- (b) Lessees shall agree to file any and all information returns or rendition forms required by Bayport with respect to such Stored Product. Lessees shall acknowledge that such information shall be used in the valuation of such Stored Product and that these valuations will be provided to the proper authority and Bayport for proper inventory calculation for Seabrook PILOT Payments.
- (c) In the event that Stored Product is stored in facilities located within the District, Lessees shall acknowledge and agree that such Stored Product shall be subject to PILOT Payments, charges or assessments by Bayport and submitted to Seabrook. Bayport agrees that the PILOT Payments, charges or assessments upon Stored Product will be reported and paid to the current property tax rate adopted by Seabrook.
- (d) If any payment is not made on or before its due date, the same interest, penalties, attorney's fees and cost of collection shall be recoverable by Seabrook as in the case of delinquent ad valorem tax.
- (e) In consideration of continuation of the extraterritorial status of the area described in Exhibit "A" and additions thereto, if any, Bayport agrees to make the PILOT Payment to Seabrook, as provided herein. Bayport shall make such payments on behalf of any owners or lessees of other property described in Exhibit "A".

- (f) Seabrook shall be entitled to a tax lien on Baystar's above described property, all improvements thereon, and all tangible personal property thereon, in the event of default of payments hereunder, which shall accrue penalty and interest in like manner as delinquent taxes , and which shall be collectible by Seabrook in the same manner as provided by law for delinquent taxes.

D. Payment Receipt

Seabrook hereby agrees to bill Bayport for annual payments due hereunder on or before January 1 each year. Bayport shall pay such amount to Seabrook on or before February 1 of the following Term Year. If invoice is received after December 31 of the Term Year, payment will be due 30 days from receipt of bill. Upon receiving the annual payment due, the Finance Director of Seabrook shall issue an official receipt acknowledging full, timely, final and complete payment due for the District Property/Facility involved in this Agreement for the year for which such payment is made. If payment is not made on or before any due date, the same penalties, interest, attorneys' fees and costs of collection shall be recoverable by Seabrook as would be collectible in the case of delinquent ad valorem taxes. Further, if payment is not timely made, all payments which otherwise would have been paid to Seabrook had Baystar been in the city limits of Seabrook will be recaptured and paid to Seabrook within sixty (60) days of any such event or Seabrook will have all the remedies available by law and this Agreement for enforcement.

ARTICLE IV.

TRANSFER OF INDUSTRIAL DISTRICT PROPERTY

Baystar shall notify Seabrook of any sale of any or all of the District's Property, including Facilities, to any person or entity, if the value of such property substantially affects the current assessed value of the property as set forth by the Harris County Appraisal District. As to payments due under this Agreement no such sale shall reduce the amount due the City under this Agreement until the purchaser of such Property has entered into an Agreement in lieu of taxes with the City that provides for a continuation of payments to the City as if no such sale had been made. It is the intent of the parties that

no sale of any of Company's Properties will affect the amount to be paid to the City under this Agreement.

Notwithstanding the foregoing, following the sale by TPRI of all or any portion of the District Property to a taxable entity, Seabrook may determine that all the District Property so sold shall be excluded from coverage of this Agreement and shall be immediately subject to annexation and regulation by Seabrook.

ARTICLE V.

ATTEMPTED ANNEXATION OR INCORPORATION BY THIRD PARTY

A. If any attempt to annex the Industrial District Property or any portion thereof is made by another municipality, or if the incorporation of any new municipality should be attempted so as to include within its limits all or any portion of the Industrial District Property, Seabrook and Baystar jointly shall institute or intervene in a judicial proceeding seeking a temporary and permanent injunction against such annexation or incorporation and shall take such other legal action as may be necessary or advisable under the circumstances.

B. The costs of any such legal action shall be equally shared by Seabrook and Bayport to pursue a joint and common effort, the judicial proceedings seeking the temporary and permanent injunction against such annexation or incorporation and any other legal action as may be necessary or advisable under the circumstances for the good and benefit of both Seabrook and Baystar. However, the fees of any special legal counsel shall be paid by the party retaining same.

C. If Seabrook and Baystar are unsuccessful in obtaining a temporary injunction enjoining such annexation or incorporation, each party shall have the option of terminating this Agreement.

ARTICLE VI.

TPRI AFFILIATES

The benefits accruing to TPRI under this Agreement shall extend only to TPRI or TPRI's "Affiliates" that may own such land and property and where reference is made herein to land and property owned by TPRI such reference shall also include land and property owned by TPRI's Affiliates or any successor or acquirer of the District Property.

“Affiliates” as used in the Agreement shall mean all corporations, partnerships, limited liability companies, or other business enterprises in which TPRI directly or indirectly through one or more intermediaries, owns or controls or is owned or controlled by 50% or more of the equity interest of such corporation, partnership, limited liability company, or other business enterprise.

ARTICLE VII.

CHANGE IN LAW

In the event the terms and conditions of this Agreement are rendered ineffective or their effect changed by an amendment to the Constitution, any State or Federal legislative changes, including any interpretation of the Texas Property Tax Code by a commission or board in the executive branch of state government having statewide jurisdiction, both parties mutually agree, subject to the terms of Article XI. (j.) that upon the request of either party, this Agreement shall be renegotiated to accomplish the intent of this Agreement. For the avoidance of doubt, both parties acknowledge and agree that changes in the appraised value (as defined in the Texas Property Tax Code) of land, improvements or personal property owned by Baystar or its affiliates shall not constitute a change that this Agreement be renegotiated.

ARTICLE VIII.

PUBLIC SAFETY HEALTH ISSUES

Seabrook and Baystar mutually recognize that the health and welfare of Seabrook residents require adherence to high standards of quality in the air emissions, water effluents and solid waste management of those industries located in the Industrial District. In the event the Facility, which is subject to this Agreement, is deemed to be in alleged violation of certain environmental regulations, Bayport may be assessed a monetary penalty or fine by the governmental agency entitled to enforce such regulations. An enforcement action pursuant to such alleged violation may be brought by the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ) or other governmental entity authorized by law. Seabrook and Bayport agree that if these instances occur, it is desirable to identify a Supplemental Environmental Project (SEP) to allow at least a portion of the fine, to work closer to home to help improve the environmental quality of the Seabrook area. SEPs are typically

defined as environmentally beneficial projects which a defendant/respondent agrees to undertake in settlement of an enforcement action, but which the defendant/respondent is not otherwise legally required to perform. It is recognized that the EPA and TCEQ may have separate and distinct SEP policies and criteria.

Seabrook and Bayport mutually agree that:

1. Bayport will contact Seabrook in advance of entering into any formal settlement with the EPA or related entity involving the Facility in the District.
2. Bayport will contact Seabrook at least 10 business days prior to the time of entering into any formal Agreed Order with TCEQ involving Bayport's Facility in the District.
3. If Seabrook has a SEP that is pre-approved by TCEQ and Seabrook's SEP meets the criteria for approval by Bayport, will propose the SEP sponsored by Seabrook be included in the stated Agreed Order.
4. Seabrook may propose a SEP to Bayport for inclusion in a federal settlement. If the Seabrook sponsored SEP meets the criteria for approval by the EPA and Bayport, and the selection of the Seabrook sponsored SEP will not delay finalization of the settlement, Bayport will propose Seabrook's SEP be included in the federal settlement.
5. Seabrook and Baystar mutually recognize that should Baystar pursue the SEP submitted by Seabrook, that the final decision to approve or disapprove a SEP rests with the federal or state environmental regulatory agency.

ARTICLE IX.

SEABROOK'S OBLIGATIONS

A. To the extent allowed by law, Seabrook covenants and agrees that during the term of this Agreement, and subject to the terms and provisions of this Agreement, the District Property shall continue and retain its extraterritorial status and Seabrook shall enact no law abridging its extraterritorial status. The District Property shall be immune from annexation by Seabrook during the term of this Agreement, subject to the provisions of this Agreement and except for provisions for annexation contained herein.

- (1) In the event any municipality other than the Seabrook attempts to annex separately, or in the event the creation of any new municipality shall be attempted so as to include within its limits any land which is the subject matter of this Agreement, Seabrook shall, and Baystar hereby agrees, to join in/approve immediate legal relief against any such attempted annexation or incorporation and shall take such other legal steps as may be necessary or advisable under the circumstances with all cost of such action being borne equally by the Seabrook and by Bayport .
- (2) Seabrook reserves the right to annex portions of the District Property as may be necessary in order to annex property owned by third parties within the District that Seabrook may annex within the requirements of law. In the event Seabrook must annex a part of the District Property in order to annex property owned by third parties within the District, Seabrook shall only annex the minimum amount of the District Property as necessary to annex such property owned by third parties, and such annexed property shall be configured as the parties mutually agree upon.

B. Seabrook further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of Baystar within Seabrook Industrial District 1, any rules, regulations, or any other actions: (1) seeking in any way to control the platting and subdivisions of land, (2) prescribing any buildings, electrical, plumbing or inspection standards or equipment, or (3) attempting to regulate or control in any way the conduct of Baystar's activities, facilities or personnel thereof, other than authorized by law.

It is understood and agreed that during the term of this Agreement or any renewals thereof, Seabrook shall not be required to furnish any municipal services to Baystar's properties located within the City of Seabrook Industrial District 1; provided, however, Seabrook agrees to furnish fire protection to Baystar should such protection be requested by Baystar in the event an unusual emergency situation occurs and can receive reimbursement for services.

ARTICLE X.

TERMINATION OR BREACH

It is agreed by the parties to this Agreement that only full, complete and faithful performance of the terms hereof shall satisfy the rights and obligations assumed by the parties and that, therefore, in addition to any action at law for damages which either party may have, Baystar may enjoin the enactment or enforcement of any ordinance or charter amendment in violation of, or in conflict with, the terms of this Agreement and may obtain such other equitable relief, including specific performance of the Agreement, as is necessary to enforce its rights. It is further agreed that should this Agreement be breached by Baystar, the Seabrook shall be entitled, in addition to any action at law for damages, to obtain specific performance of this Agreement and such other equitable relief necessary to enforce its rights, including immediate annexation of the Property.

ARTICLE XI.

NOTICES

Any notice provided for in this Agreement, or which may otherwise be required by law, shall be given in writing to the parties hereto by Certified Mail addressed as follows:

TO SEABROOK:

Seabrook Manager
City of Seabrook
1700 First Street
Seabrook, TX 77586
Facsimile (281) 291-5690

TO BAYSTAR:

Attn: Shauna Meyer
Bayport Polymers LLC
12212 Port Road
Pasadena, TX 77507
Fax (281) 474-6012

TO TPRI

Attn: General Counsel
1201 Louisiana Street
Houston, TX 77002
Fax: (713) 483-5058

ARTICLE XII.

GENERAL PROVISIONS

a. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seabrook or Baystar of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

b. Headings. The descriptive headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

c. Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

d. Further Acts. Each of the parties hereto shall execute, acknowledge and deliver all such documents, instruments, stipulations, and affidavits and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

e. Third Parties. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

g. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the parties hereto. Any such amendment shall be adopted by Seabrook ordinance or resolution, and Baystar Board of Director's resolution.

h. Approvals. Each of the parties respectively represents and warrants to the other that all approvals or consents necessary to the effectiveness of this Agreement have been granted or obtained.

i. Authority. Each party hereby represents that:

- i. Each party has complied or shall timely comply with all applicable laws and has taken or shall take all necessary steps, including without limitation, the holding of all required public hearings, to enter into this Agreement and obligate itself hereunder.
- ii. Each party has the authority to enter into this Agreement and comply with its requirements.
- iii. The individuals executing this Agreement on behalf of the respective parties is authorized and empowered to bind the party on whose behalf each such individual is signing.

j. Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect and this Agreement shall be deemed reformed to replace the void or unenforceable provision with a valid and enforceable provision as similar as possible in effect to the void or unenforceable provision. The parties shall meet and confer as soon as practicable for the purpose of drafting, in good faith, the substitute provision. If an applicable law or court of competent jurisdiction prohibits or excuses either party from undertaking any contractual commitment to perform an act hereunder, this Agreement shall remain in full force and effect, but the provision requiring such action shall be deemed to permit such party to take such action at its discretion. If, however, such party fails to take the action required hereunder, the other shall be entitled (subject to, and in addition to the remedies provided elsewhere herein) to terminate this Agreement.

k. Counterparts. This Agreement may be signed in counterparts, and the fully executed counterparts shall together constitute a single original Agreement.

l. Attorneys' Fees. Each party shall bear its own costs and attorneys' fees in connection with the negotiation and drafting of this Agreement.

m. Change in Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or Seabrook's ability to annex the properties covered herein pursuant to the terms of this Agreement.

n. Survival of Agreement. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Articles II, III, VIII, and IX, herein.

o. Governing Law; Venue. This agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Harris County, Texas.

Payments. If this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not affect the right of Seabrook to any payment made or accruing to Seabrook hereunder prior to such adjudication, and this provision is intended to be an independent, controlling, and separable provision not to be affected by such adjudication.

IN WITNESS THEREOF, this Agreement, consisting of _____ pages, is executed in duplicate counterparts as of this _____ day of _____, 2019.

[EXECUTION PAGE FOLLOWS]

CITY OF SEABROOK, TEXAS

By: _____
Thom Kolupski
Mayor

ATTEST:

Robin Hicks
Seabrook City Secretary

[EXECUTION PAGES FOLLOW]

BAYPORT POLYMERS LLC

By: _____
Authorized Representative

WITNESS:

TOTAL PETROCHEMICALS & REFINING
USA, INC,

By: _____
Authorized Representative

WITNESS:
