

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 city located in Harris County, Texas, ("Seabrook"); and INEOS Styrolution America LLC (“INEOS”), with offices at 2600 South Shore Blvd, Ste. 110, League City, Texas 77573, Owner of the real property made the basis of this Agreement.

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 (“Petition”) for disannexation from INEOS, the owner of real property described herein as Exhibit “A”, and pursuant to its policy and this Agreement, Seabrook enacted Ordinance No. 2020-03 designating portions of the area located in its extraterritorial jurisdiction as the "Seabrook Industrial District 3" (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 INEOS 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, INEOS is the owner of the subject land made the basis of the District requested in the Petition of INEOS, (the "District Property") said District Property being more particularly described by metes and bounds as Exhibit "A" , and identified on a map attached as Exhibit "A-1", which map describes the ownership boundary lines, a site layout, showing scope of improvements, ("Facility") and also showing the area of the District Property as disannexed by Seabrook by Ordinance No, 2020-03, said Exhibits "A" and "A-1" 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, INEOS 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 INEOS 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 INEOS 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 INEOS's real property as referenced in Exhibits "A" and "A-1" which are within the extra-territorial jurisdiction of the City of Seabrook, pursuant to Ordinance No. 2020-03.

## **ARTICLE II.**

### **TERM**

A. This agreement shall extend for a period of fifteen (15) years beginning on the date of this Agreement's final approval by Seabrook City Council, ("Effective Date"). 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 INEOS and Seabrook as provided by Section 42.044, Texas Local Government Code, other applicable law, and this Agreement. Provided, however in the event Seabrook is not notified of INEOS's desire in writing, 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 other applicable rules and conditions, 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, INEOS 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 the Effective Date of this Agreement, INEOS waiving the right, if any, to require Seabrook to comply with any amendments to, or new legislation after the Effective Date of this Agreement 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 refuse to sign an Industrial District Agreement acceptable to Seabrook, or default on their District Agreement, and said property is not contiguous with Seabrook's boundary, INEOS shall permit Seabrook to annex as legally necessary, a suitable strip of land out of INEOS's land from Seabrook's boundary to the defaulting property owner's land to permit Seabrook's annexation. Both the size and location of such strip is to be mutually designated by Seabrook and INEOS, with final determination to be made by Seabrook.

C. In the event INEOS 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, as provided by this Agreement.

D. This Agreement, as allowed by law, may be extended for an additional period or periods by agreement between Seabrook and INEOS even though other Industrial District Agreements with other property owners in the 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.**

#### **INEOS'S OBLIGATIONS**

##### **A. Initial Signing Payment.**

INEOS shall pay Seabrook a total amount of Seventy-five Thousand Dollars (\$75,000.00), due within ninety (90) days following the commencement of this

Agreement, (“the Initial Signing Payment”), for payment of costs associated with the preparation and institution of this Agreement and for any improvements or expenses Seabrook deems necessary or appropriate.

**B. Payment in Lieu of Taxes Payments (PILOT)**

After approval of the Petition and this Agreement by the Seabrook City Council, Seabrook, as provided by this Agreement, agrees that INEOS 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 INEOS, its improvements and the tangible personal property thereon were located within the corporate limits of the City of Seabrook, except as otherwise provided in this Agreement.

In addition, and as part of the consideration for Seabrook’s undertakings, as set forth herein, INEOS agrees to pay Seabrook, (as referenced in Article III., Section D, “Payment and Payment Receipt”), 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 approved property tax rate per \$100.00 of valuation adopted by the Seabrook Council for the Seabrook applicable rate to each year = Total Payment as provided hereafter:

Base Value is defined as \$2,000,000.00

Term Year	Base Value (“BV”) \$2,000,000.00	City Fiscal Year	Calendar Year	Seabrook Property Tax Rate	Yearly Payment % on Base Value	Payment to Seabrook
1	BV	Initial Payment per III.A	After 90 days	.N/A		\$75,000
2	BV	2020-21	2020	Approved Property Rate	100%	PILOT Payment
3	BV	2021-22	2021	Approved Property Rate	100%	PILOT Payment
4	BV	2022-23	2022	Approved Property Rate	100%	PILOT Payment

5	BV	2023-24	2023	Approved Property Rate	100%	PILOT Payment
6	BV	2024-25	2024	Approved Property Rate	100%	PILOT Payment
7	BV	2025-26	2025	Approved Property Rate	100%	PILOT Payment
8	BV	2026-27	2026	Approved Property Rate	100%	PILOT Payment
9	BV	2027-28	2027	Approved Property Rate	100%	PILOT Payment
10	BV	2028-29	2028	Approved Property Rate	100%	PILOT Payment
11	BV	2029-30	2029	Approved Property Rate	100%	PILOT Payment
12	BV	2030-31	2030	Approved Property Rate	100%	PILOT Payment
13	BV	2031-32	2031	Approved Property Rate	100%	PILOT Payment
14	BV	2032-33	2032	Approved Property Rate	100%	PILOT Payment
15	BV	2033-34	2033	Approved 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) INEOS 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 INEOS ("products in storage"), and are in the possession or under the management of INEOS on January 1st of each Term Year, further giving a description of such ("products in storage").

(2) The following language shall be included in all storage contracts or leases, and INEOS 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 wit:

- (a) "The term "Stored Product" as used in this Agreement shall mean that "Product" stored in INEOS improvements or Facilities located within the District/District Property 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 INEOS 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 for proper inventory calculation for Seabrook PILOT Payments.
- (c) In the event that Stored Product is stored in facilities located within the District, Lessee(s) shall acknowledge and agree that such Stored Product shall be subject to PILOT Payments, charges or assessments by INEOS and submitted to Seabrook. INEOS agrees that the PILOT Payments, charges or assessments upon Stored Product will be reported and paid pursuant 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 District Property, and additions thereto, if any, INEOS agrees to make the PILOT Payment to Seabrook, as provided herein. INEOS shall make such payments on behalf of any owners or lessees of all property located in the District Property.
- (f) Seabrook shall be entitled to a tax lien on the District 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 and Payment Receipt

Seabrook hereby agrees to invoice INEOS for the Initial Signing Payment and thereafter for the scheduled PILOT payments due hereunder on or before January 1 of each respective year, as referenced in Article III. A and B. INEOS, after payment of the Initial Signing Payment, shall pay the amount of such PILOT payments to Seabrook on or before February 1 of 2021 and each successive calendar year thereafter during the term of this Agreement. If invoice is received after December 31 of the year, payment will be due 30 days from receipt of invoice. Upon receiving the Initial Signing Payment and the scheduled PILOT payment(s) 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, and such failure continues after seven (7) calendar days from Seabrook mailing notice to INEOS of such failure, all payments which otherwise would have been paid to Seabrook had INEOS been in the city limits of Seabrook will be recaptured and paid to Seabrook within sixty (60) days of any such event or Seabrook shall have and be able to immediately exercise all the remedies available by law and this Agreement for enforcement.

**ARTICLE IV.**

**TRANSFER OF INDUSTRIAL DISTRICT PROPERTY**

INEOS shall notify Seabrook of any sale of any or all of the District's Property, including any improvements/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 release or reduce the amount due to Seabrook by INEOS under this Agreement, until the purchaser of such Property has entered into an Agreement in lieu of taxes, approved by

Seabrook that provides for a continuation of payments to Seabrook as if no such sale had been made. It is the intent of the parties that no sale of any of the District Property, or improvements thereon, will affect or reduce the amount to be paid to the City under this Agreement.

Notwithstanding the foregoing, following the sale by INEOS, 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 any of the District Property, or any portion thereof, is made by another governmental entity, or if the incorporation of any new municipality should be attempted so as to include within its limits all or any portion of the District Property, Seabrook and INEOS 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 to abate such action. Should INEOS fail to timely join suit, it is stipulated and agreed that Seabrook shall have full and complete authority to institute such action on the behalf of INEOS, and INEOS shall continue to be responsible for its portion of all costs and fees associated with such failure and as provided hereafter.

B. The costs of any such legal action shall be equally shared by Seabrook and INEOS to pursue a joint and common effort, with 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 Seabrook. However, the fees of any special legal counsel shall be paid by the party retaining same, unless Seabrook is required to jointly represent both parties, and in such instance, fees shall be paid as provided in A. above.

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

terminating this Agreement.

## **ARTICLE VI.**

### **INEOS AFFILIATES**

The benefits accruing to INEOS under this Agreement shall extend only to INEOS or INEOS's "Affiliates" that may own such land and property and where reference is made herein to land and property owned by INEOS such reference shall also include land and property owned by INEOS's Affiliates or any successor or acquirer of the District Property. The word "Affiliates" shall mean any corporation, partnership association, or unincorporated organization that directly or indirectly, through one or more intermediaries, at the time in question, controls, or is controlled by or is under common control with INEOS.

## **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 INEOS or its affiliates shall not constitute a change that this Agreement be renegotiated.

## **ARTICLE VIII.**

### **PUBLIC SAFETY HEALTH ISSUES**

Seabrook and INEOS 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 District Property, Facility, or improvements, which is subject to this Agreement, is deemed to be in alleged violation of certain environmental regulations, INEOS 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 INEOS 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 INEOS mutually agree that:

1. INEOS will contact Seabrook in advance of entering into any formal settlement with the EPA or related entity involving the Facility or improvement in the District.
2. INEOS will contact Seabrook at least 10 business days prior to the time of entering into any formal Agreed Order with TCEQ involving INEOS'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 INEOS, it will propose the SEP sponsored by Seabrook be included in the stated Agreed Order.
4. Seabrook may propose a SEP to INEOS for inclusion in a federal settlement. If the Seabrook sponsored SEP meets the criteria for approval by the EPA and INEOS, and the selection of the Seabrook sponsored SEP will not delay finalization of the settlement, INEOS will propose Seabrook's SEP be included in the federal settlement.
5. Seabrook and INEOS mutually recognize that should INEOS 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 default and annexation contained herein.

B. 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 agreed upon, with final determination to be made by Seabrook.

C. Seabrook further agrees that during the term of this Agreement, there shall not be extended or enforced as to any land and property of INEOS within Seabrook Industrial District 3, 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 INEOS's activities, facilities or personnel thereof, other than authorized by law.

D. 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 INEOS's properties located within the City of Seabrook Industrial District 3; provided, however, Seabrook agrees to furnish fire protection to INEOS should such protection be

requested by INEOS 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, INEOS may enjoin the wrongful 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 INEOS, 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 INEOS:**

Attn: Plant Manager  
INEOS Styrolution America LLC  
12222 Port Road  
Pasadena, Texas 77507  
Facsimile: (281) 474-1010

## 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 INEOS 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, affiliate 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 INEOS 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, and

obtaining all necessary authority 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.

1. 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.

p. 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 \_\_\_\_\_, 2020.

**CITY OF SEABROOK, TEXAS**

By: \_\_\_\_\_  
Thom Kolupski  
Mayor

ATTEST:

\_\_\_\_\_  
Robin Lenio  
Seabrook City Secretary

[EXECUTION PAGE FOLLOWS]

**INEOS STYROLUTION AMERICA LLC**

By: \_\_\_\_\_  
Authorized Representative

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this date personally appeared Gregory S. Fordyce, the VP – Supply Chain, Americas, of INEOS Styrolution America LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

[seal]

By: \_\_\_\_\_  
Authorized Representative

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this date personally appeared Alexander Glueck, the President, Americas Region, of INEOS Styrolution America LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public in and for  
The State of \_\_\_\_\_

[seal]