

INDUSTRIAL DISTRICT AGREEMENT NO. «ID»

THE STATE OF TEXAS §
COUNTY OF NUECES §
CITY OF CORPUS CHRISTI §

This Industrial District Agreement (“Agreement”) is made and entered into under the authority of Section 42.044 of the Texas Local Government Code, by and between the CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called the “CITY,” and «LO_Name», a «LO_Entity_State» «LO_Entity_Type», Landowner, «IO_Name», a «IO_Entity_State» «IO_Entity_Type», Improvements Owner, and «L_Name», a «L_Entity_State» «L_Entity_Type» Lessee, hereinafter collectively called the “COMPANY.” The CITY and the COMPANY are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, it is the established policy of the City Council of the City of Corpus Christi, Texas, to adopt reasonable measures permitted by law that will tend to enhance the economic stability and growth of the CITY and its environs by attracting the location of new and the expansion of existing industries therein, and such policy is hereby reaffirmed and adopted by this City Council as being in the best interest of the CITY and its citizens; and

WHEREAS, the COMPANY is the owner and/or lessee of Land and/or owner of Improvements on land within the Extraterritorial Jurisdiction (ETJ) of the CITY; and

WHEREAS, under said policy and the provisions of Section 42.044, Texas Local Government Code, the CITY has enacted Ordinance No. 15898, approved November 26, 1980, as amended, incorporated for all purposes, indicating its willingness to enter into Industrial District Agreements with industries located within its ETJ and designating the specified land areas as Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2; and

WHEREAS, in order to correct certain boundary issues, Ordinance No. 029958, as amended, reestablished Corpus Christi Industrial Development Area No. 1 and Corpus Christi Industrial Development Area No. 2 and renamed such areas “Industrial District No. 1 and Industrial District No. 2” and Ordinance Nos. 030994 and 031145 expanded Industrial District No. 1, and Ordinance Nos. 031797 and 032720 expanded Industrial District No. 2; and

WHEREAS, Ordinance No. 031721, as amended, established Corpus Christi Industrial District No. 4 in Nueces County; and

WHEREAS, Ordinance Nos. 031775, 031817, and 033161, as amended, established Corpus Christi Industrial District Nos. 5, 6, 7, 8, 9, 10, and 11 in the CITY’s ETJ in San Patricio County; and

WHEREAS, Industrial District Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 are collectively referred to as the “Industrial Districts”; and

WHEREAS, the CITY desires to encourage the updating, expansion and growth of industries within said Industrial Districts, and for this purpose, desires to enter into this Agreement with the COMPANY; and

WHEREAS, the COMPANY desires to minimize its tax burden and avoid regulation by the CITY of the COMPANY’s structures and properties within such Industrial Districts.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the Parties herein contained and under the authority granted under Section 42.044, Texas Local Government Code, and the Ordinances of the CITY referred to above, the CITY and the COMPANY hereby agree as follows:

Article 1

Section 1.01 Immunity from Annexation. The CITY covenants and agrees that during the term of this Agreement, and subject to the terms and provisions herein, the Land shall retain its extraterritorial status as an Industrial District, except as otherwise provided in this Agreement. Except as provided otherwise in this Agreement, the CITY further covenants and agrees that the Land shall be immune from annexation during the Term of this Agreement.

Section 1.02 Limited to Industrial Use. The COMPANY covenants and agrees that during the Term, the COMPANY will not use or permit the use of the Land and/or Improvements covered by this Agreement for purposes not included within the term “industry”. “Industry” as used herein shall mean for the same industrial uses to which the Land, or similarly situated land within the Industrial Districts, is now devoted by the COMPANY or other such parties holding such similarly situated land. Holding the Land and Improvements for future “industry” use, without using same for non-industry purposes, does not violate this Section 1.02. If the COMPANY uses, or permits use of, the Land and/or Improvements covered by this Agreement for purposes not included within the term “industry” as defined above, then the PILOT to be paid by the COMPANY under this Agreement shall be increased to an amount equal to 100% of the amount of ad valorem taxes on Land and Improvements, sited on the Land, that would otherwise be payable to the CITY by the COMPANY if said Improvements were situated on land within the CITY limits of the CITY. The increase shall be immediately effective for all payments from the inception of this Agreement, and the COMPANY shall transmit to the CITY within 60 days of being notified by the CITY of the determination of a non-industry use, subject to the notice and opportunity to cure provided for in Section 4.04, an amount equal to said 100% of ad valorem taxes from the inception of this Agreement, less any amounts previously paid by the COMPANY to the CITY under this Agreement, plus penalties and interest as if the amounts were delinquent taxes. The CITY shall be entitled to its reasonable attorneys’ fees and other costs in collecting any of these amounts. In addition, the CITY shall have the right, in its sole and absolute discretion: (1) to obtain an injunction from a court of competent jurisdiction, upon the court’s determination that the use is not an “industry” use, requiring that the use be permanently discontinued, or (2) to annex the Land covered by this Agreement and until the Land is annexed, the COMPANY shall continue to make payments equal to said 100% of ad valorem taxes on Land and Improvements.

Section 1.03 Annexation Corridor. If any other company within the Extraterritorial Jurisdiction of the CITY fails to enter into an Industrial District Agreement with the CITY or defaults on their in lieu of tax payments, and said defaulting company is not contiguous with the CITY’s boundary, the COMPANY shall, after the CITY provides the COMPANY with 60 days prior written notice of intent to initiate annexation proceeding, permit the CITY to annex a suitable strip of land out of the COMPANY’s Land from the CITY’S boundary to the defaulting company’s land to permit its annexation. In the event the CITY must annex a part of the COMPANY’s property in order to annex property owned by third parties, the CITY will annex the absolute minimum amount of the COMPANY’s Land legally necessary to annex such property owned by third parties. The location of such annexed Land shall be subject to the approval of the COMPANY which approval shall not be unreasonably withheld. The COMPANY and such annexed Land shall have no right to any CITY services as a result of such annexation; nor shall the CITY extend, by ordinance, any rules, or regulations to such annexed Land, including, but not limited to, those (a) governing plats and subdivisions of land, (b) prescribing any building, electrical, plumbing or inspection code or codes, or (c) attempting to exercise in any manner whatsoever control over the conduct of the COMPANY’s business thereon. Such annexed portion of Land shall remain a part of this Agreement and shall not be subject to CITY taxes, but such annexed Land and any Improvements thereon shall continue to be included within the in lieu of tax payment. In the event that the need for an annexation corridor no longer exists, including but not limited to the defaulting company entering into an Industrial District Agreement, having otherwise met its obligations to the CITY, the CITY agrees to immediately cease any annexation proceedings related to the annexation corridor over the COMPANY’s Land, or within 60 days, take the steps necessary to complete deannexation proceedings required to remove from the city limits any unnecessary annexation corridor. If notwithstanding the foregoing provisions of this Section 1.03, any of such annexed portion of Land or any Improvements or other property located thereon is subject to any CITY taxes with respect to any Calendar Year during the Term of this Agreement, the CITY shall (i) exclude such annexed portion of Land and any Improvements and other property located thereon from the calculation of the PILOT due from the COMPANY under Article 3 for such year, and (ii) as an economic development incentive grant under a program authorized by Chapter 380 of the Texas Local Government Code, remit (either as an offset against the amount of payment in lieu of tax owed to the CITY under this Agreement or as a rebate paid to the COMPANY), within 60 days following the CITY’s receipt

of proof of payment of such CITY taxes, the portion of such CITY taxes that is in excess of the PILOT that would have been required to be paid to the CITY under this Agreement with respect to such annexed portion of Land and any Improvements and other property located thereon had such annexed portion of Land not been annexed.

Section 1.04 City Services. During the Term hereof, pursuant to this Agreement, the CITY shall have no obligation to extend to the Land any utility or other CITY services, except for services that are being provided to and paid for by the COMPANY on the date hereof, or as otherwise stated herein.

Section 1.05 Fire Protection Services. The CITY may provide fire protection services to the COMPANY at the option of the COMPANY for an additional payment to the CITY as set forth under Section 3.05 hereof.

Section 1.06 Compliance with City Rules and Regulations. The CITY and the COMPANY agree that during the Term hereof, with respect to the Land and Improvements and other property located thereon, the CITY shall not require compliance with its rules or regulations: (1) governing zoning and platting of the Land, or any additions thereto, outside the CITY limits and in an Industrial District; provided, however, COMPANY further agrees that it will in no way divide the Land or additions thereto without complying with applicable State law and CITY ordinances governing subdivision of land; (2) excluded from Industry compliance obligations pursuant to Section 1.02 of **Exhibit E**; or (3) prescribing any rules governing the method of operation of COMPANY's business, except as to those regulations relating to the delivery of utility services and industrial waste disposal through CITY-owned facilities. The COMPANY shall ensure that all of the COMPANY's connections with the CITY water system contain backflow prevention devices and/or air gaps consistent with the technical criteria referenced in Section 55-96 of the City Code as said section exists on the signature date of this Agreement and state law, including any periodic certifications required by the aforementioned provisions of the City Code and state law. Notwithstanding, upon COMPANY'S request citing this section and obligation, the CITY's director of water or authorized equivalent will review the COMPANY's proposed use of an alternative backflow prevention method and determine whether that proposed method provides the same or greater level of reliability, effectiveness, and ease of verifiability at or near the City's water-connection location as a reduced pressure backflow preventer (assembly). After such review and determination, CITY and COMPANY will jointly approach the Texas Commission on Environmental Quality (TCEQ) to request TCEQ review of the proposed alternative backflow prevention method. If TCEQ approves a jointly-proposed alternative backflow prevention method, then the CITY will allow the use of said proposed alternative backflow prevention method unless the CITY determines that said proposed alternative backflow prevention method will not provide the same or greater level of reliability, effectiveness, and ease of verifiability at or near the City's water-connection location as a reduced pressure backflow preventer (assembly). After a written request by COMPANY, CITY shall provide such determination in writing by a licensed professional engineer with expertise in industrial and municipal systems that utilize backflow prevention technologies. If the CITY does not respond within 60 days of such written COMPANY request, then the request for use of said jointly-proposed, TCEQ-approved alternative backflow prevention method will be deemed approved.

Section 1.07 Definitions. The following terms have the following meanings:

- A. Affiliates. As used herein shall mean: (1) all companies with respect to which the COMPANY directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise control over 50% or more of the stock having the right to vote for the election of directors; or (2) all corporations (or other entities) controlled by or under common control with the Company as contemplated by Section 1239(c) of the Internal Revenue Code of 1986, as amended.
- B. CAD. The appraisal district (either the Nueces County Appraisal District [NCAD] or the San Patricio County Appraisal District [SPCAD]) responsible for appraising the portion of the Land and the Improvements located within the boundaries of such appraisal district.
- C. Calendar Year. A period of time beginning January 1 and ending December 31 in a numbered year.
- D. Existing Improvements. Improvements other than New Improvements.

- E. Extraterritorial Jurisdiction (ETJ). As defined by Chapter 42 of the Texas Local Government Code, as amended. The CITY's existing ETJ includes the unincorporated area that is contiguous to the corporate boundaries of the CITY and that is located within five miles of those boundaries.
- F. Improvements. As defined in Section 1.04(3) of the Texas Tax Code, and shall also include power generation facilities, petroleum and/or chemical refining, processing, extraction or storage facilities, structures, or equipment erected on or affixed to the land, regardless of the land ownership, and pipelines on, under, or across the land which are owned by COMPANY. Improvements include Existing Improvements and New Improvements.
- G. Industrial District. The industrial districts designated pursuant to Ordinance Nos. 029958, 031721, 031775, 031797, 031817, 033161, or future ordinance of the CITY, are incorporated herein by reference.
- H. Industrial District Agreement. An agreement made and entered into under the authority of Section 42.044 of the Texas Local Government Code.
- I. Land. All of the land owned, leased or possessed by COMPANY and located within the Industrial Districts. Land, in the context of this Agreement includes all land of the COMPANY located in the Industrial Districts, whether or not it is included in **Exhibit A**.
- J. Market Value. As determined and defined by the applicable CAD.
- K. New Improvement. Improvements which have been affixed to the Land and Placed in Use for four or fewer Calendar Years. On the fifth calendar year after the New Improvement has been affixed to the Land or Placed in Use, it will be considered an Existing Improvement
- L. PILOT. Payment in Lieu of Ad Valorem Taxes.
- M. Placed in Use. Improvements that are completed and placed in use and are not listed by the applicable CAD as Construction Work in Progress (CWIP).
- N. Prior Industrial District Agreement. The Industrial District Agreement by and between the CITY and the COMPANY that expired December 31, 2024.

Article 2

Section 2.01 Term. The term of this Agreement (Term) shall be **15 years** from **January 1, 2025** to **December 31, 2039**, unless earlier terminated as herein provided.

Section 2.02 New Agreement or Annexation before Expiration of Term. Prior to **July 1, 2039**, the COMPANY shall enter into a new Industrial District Agreement with the CITY or file a voluntary Petition for Annexation of the Land into the territorial limits of the CITY. The Petition for Annexation pursuant to this section will be in the form attached as **Exhibit C**. The annexation may become effective at any time after **September 1, 2039**. Failure of the COMPANY to execute and submit a voluntary Petition for Annexation prior to **July 1, 2039** shall entitle the City to (1) file the **Petition for Annexation and Agreement for Provision of Municipal Services** attached to this agreement and/or (2) otherwise annex the Land into the territorial limits of the CITY. In the event of annexation due to failure to enter into a new Industrial District Agreement in 2039, the terms of this Agreement other than restrictions on annexation, that can be legally applied after annexation will continue to apply until December 31, 2039.

Article 3

Section 3.01 Payment in lieu of Ad Valorem Taxes (PILOT). Each year during the Term hereof, the COMPANY shall pay to the CITY:

- A. Land. An amount in lieu of tax on the Land (excluding Improvements located thereon) equal to **100%** of the amount of ad valorem taxes based upon the Market Value of the Land which would otherwise be payable to CITY by COMPANY if the Land were situated within the CITY limits.
- B. Existing Improvements. An amount in lieu of tax on Existing Improvements located on the Land equal to **74.5%** of the amount of ad valorem taxes based upon the Market Value of the Existing Improvements, which would otherwise be payable to the CITY by the COMPANY if said Existing Improvements were situated on land within the CITY limits. For purposes of this calculation, the Existing Improvements will not include the pollution control improvements that have qualified for exemption from taxation pursuant to Texas Property Tax Code 11.31.
- C. New Improvements. For the first four Calendar Years after a New Improvement is affixed to the land and Placed in Use, the COMPANY shall pay **0% PILOT** for said New Improvement.
- D. With respect to any new land acquired by the COMPANY located within an Industrial District, the new land shall be included in the COMPANY'S land known as the Land, and shall be considered in calculating the in lieu of tax payment on the Land as of January 1 of the first year following the date which the new land is acquired by the COMPANY. Within 90 days after the acquisition of new land by the COMPANY, the COMPANY shall provide the CITY with a revised **Exhibit A** that includes a complete listing by the applicable CAD of the Geographic ID number of the newly acquired land and any Improvements thereon and promptly after the CITY'S receipt of such revised **Exhibit A**, the CITY and the COMPANY shall each execute, acknowledge, and deliver to one another a written agreement with respect to such acquired land substantially in the form of **Exhibit D** attached hereto to evidence that such land is made subject to the terms and provisions of this Agreement.
- E. With respect to any new land acquired by the COMPANY after January 1, 2025, located within the ETJ of the CITY, but not in an Industrial District, the COMPANY shall report such purchase to the CITY and the CITY shall determine whether an Industrial District Agreement is desired for such newly acquired land.

Section 3.02 Company Schedule of Value. On or before **August 31st** of each year of this Agreement, or upon final determination of Market Values by the applicable CAD, whichever is later, the COMPANY shall provide to the CITY an itemized **Schedule of Value** by sworn affidavit, on the **form** attached hereto as **Exhibit B**, listing all CAD, Geographic ID numbers and the Market Values related thereto, and showing all Land and Improvements owned or controlled by the COMPANY including and identifying the property to be valued as part of this Agreement (the "Schedule") and each exemption applicable to the calculation of taxation on each item of property (specifying exemptions pursuant to Texas Property Tax Code 11.31). The Schedule shall also list the year any Improvements were Placed in Use. The COMPANY has no objection to the CITY'S review of all forms, information, and documents provided by the COMPANY to the applicable CAD and, in the event of appeal, the Appraisal Review Board. Failure to provide the Schedule to the CITY shall constitute a breach of this Agreement.

Section 3.03 Determination of Value. Subject to the provisions of Section 3.04, in determining the COMPANY'S annual in lieu of tax payment required under this Agreement, the calculation shall be made utilizing the Market Value of all Land and Improvements, but not including the Land and/or Improvements that qualify for the exemption for pollution control property as provided in Texas Property Tax Code Section 11.31 as determined by the applicable CAD, or its successor, under provisions of the Texas Property Tax Code. The COMPANY shall timely provide information and reports required under this Agreement and under Texas law, rules and regulations to the applicable CAD or its designee, so that the appraisal process can be completed in accordance with all applicable state laws.

Section 3.04 Company Protest of Value or Billing. If the COMPANY elects to protest the valuation set on any of its properties by the CAD for any year or years during the Term hereof, it is agreed that nothing in this Agreement shall preclude the protest, and the COMPANY shall have the right to take all legal steps desired to reduce the same as if the property were located within the CITY. The COMPANY shall notify the CITY of its appeal within 30 days after its protest of the valuation is submitted to the CAD. Notwithstanding any protest of valuation by the COMPANY

or any non-CAD related billing dispute, the COMPANY agrees to pay to the CITY an initial estimated PILOT, on or before the Due Date in Section 3.07 below, based on the amount billed by the CITY.

Alternate Estimated PILOT: If the COMPANY files a lawsuit or lawsuits over the value of any of any of its properties on which the PILOT is calculated and chooses to pay an Alternate Estimated PILOT, then on or before **November 1st** of the tax year subject to the lawsuit, the COMPANY shall provide written notice to the CITY identifying each CAD Geographic ID number subject to the lawsuit and the COMPANY's estimate of value and legal basis for each value. This written notice shall be accompanied by the COMPANY's calculation of:

- (1) the total, cumulative PILOT for the tax year subject to the lawsuit, based on the Market Values determined by the CAD (CAD-determined Market Values for the tax year subject to the lawsuit), and
- (2) the total, cumulative PILOT for the tax year subject to the lawsuit, based on the market values estimated by the COMPANY (COMPANY-determined market values for the tax year subject to the lawsuit), and
- (3) the total, cumulative PILOT paid by COMPANY to CITY for the year immediately prior to the tax year subject to the lawsuit.

If the total cumulative CAD-determined Market Values for the tax year subject to the lawsuit are more than 20% greater than the total, cumulative CAD-determined Market Values for the immediately prior tax year, then the COMPANY may pay an Alternate Estimated PILOT, based on the greater of:

- (1) the COMPANY-determined market values for the tax year subject to the lawsuit, or
- (2) 120% of the total, cumulative PILOT paid by COMPANY to CITY for the tax year immediately prior to the tax year subject to the lawsuit(s).

When the valuation on said property or any billing dispute has been finally determined, either as the result of final unappealable judgment of a court of competent jurisdiction or as the result of other final settlement of the controversy, then within **30** days thereafter, if the PILOT due the CITY is established to be an amount more than the PILOT or Alternate Estimated PILOT paid by the COMPANY, then COMPANY shall make to the CITY any additional PILOT due based on the final determination. If, as a result of final unappealable judgment of a court of competent jurisdiction, or as the result of other final settlement of the controversy, the PILOT due to the CITY is established to be an amount less than the amount of the PILOT or Alternate Estimated PILOT for that year paid by the COMPANY, the excess in lieu of tax payment, if any, collected by the CITY shall be returned to COMPANY within **60** days after COMPANY provides notice and a copy of said final determination. The parties may mutually agree to alternative methods of reimbursement, such as a credit to the in lieu of tax payments due the next year. Any non-CAD related billing disputes shall be resolved by the CITY within **90** days from the date notice of the dispute is received by the CITY.

Section 3.05 Fire Protection. With respect to each year during the Term of this Agreement, an additional amount for CITY fire protection equal to 15% of the amount of ad valorem taxes based upon 100% of the Market Value of the Improvements located on the Land which would otherwise be payable to the CITY by the COMPANY for such year if said Improvements were situated on land within the CITY limits (Calculation: Market Value of Improvements x 15% x CITY tax rate = Fire Protection Fee) will be paid annually; provided, however, that the COMPANY shall not be obligated to pay the additional amount provided by this Section 3.05 for any year during the Term of this Agreement if either (i) as of January 1 of such year, the COMPANY is a member in good standing of the Refinery Terminal Fire Company, or its successor, or (ii) the COMPANY satisfies the requirements set forth in Section 775.032(a)(1), (2), and (3) of the Texas Health and Safety Code and certifies to the CITY in writing such compliance.

Section 3.06 Calculation of Amount Due. The CITY shall mail an invoice to the COMPANY, which sets forth the amount of payment in lieu of tax owed to the CITY calculated in accordance with this Agreement. Such invoice shall be postmarked at least 30 days prior to the Due Date defined in Section 3.07 below, and shall be mailed to the address shown in Section 10.03 of this Agreement. The calculation shall be made with reference to the exemption for pollution control property in Section 11.31, Texas Property Tax Code, and Article VIII, Section 1-1, Texas Constitution, as same presently exist or may be hereafter amended, using the Market Value of pollution control equipment certified by the CAD. In addition, all amounts other than the 11.31 amount referenced above shall be calculated without reference to any new tax exemption or any increase in an existing tax exemption enacted after January 1, 1995.

Section 3.07 Payment. The COMPANY agrees to pay to the CITY on or before January 31 of the year following each year during the Term hereof (the "Due Date"), all PILOTs provided for hereunder and invoiced by the CITY in

accordance with Section 3.06 above, without discount for early payment, but subject to Section 3.04. Notwithstanding, if the CITY sends a late invoice (after January 1st), then the COMPANY will pay the CITY within 30 days after receipt of the late invoice. This Agreement, and the method of determining and fixing the amount of the PILOTs hereunder, shall be subject to all provisions of law relating to determination of Market Value and taxation, including, but not limited to, laws relating to rendition, assessment, equalization and appeal. Any invoiced amounts that are not paid by the Due Date shall be considered delinquent. Delinquent amounts shall be immediately subject to interest at 12% per annum, compounded monthly and the COMPANY shall reimburse the CITY for its costs of collections, including reasonable attorneys' fees.

Section 3.08 Filing of Industrial District Agreement. After execution, the CITY will file this Agreement with the applicable County Clerk, invoice the COMPANY for the filing fee, and provide a file-stamped copy to the COMPANY. COMPANY shall remit payment for such filing fee within 30 days after being invoiced for the cost of such filing.

Article 4

Section 4.01 Company Failure to Pay/Company Breach. If the COMPANY fails to make a report or payment due to the CITY hereunder or a payment due by January 31, 2025 under the Prior Industrial District Agreement, or if the COMPANY fails to perform any other material obligation incumbent upon the COMPANY to be performed hereunder or revokes any provision of this Agreement or attachment hereto, and if such default is not fully corrected within 60 days (or such longer period to the extent required by Section 4.04) after the CITY gives written notice of said default to the COMPANY, the City shall have the option to either (1) accept the COMPANY's **Petition for Annexation and Agreement for Provision of Municipal Services** and commence annexation proceedings, in accordance with Section 10.07 below, and sue to recover all damages; or (2) continue this Agreement for its Term and collect the payments required hereunder. A failure to perform pursuant to this Agreement will not be considered "material" if such failure to perform does not affect reporting, payment, annexation, or enforceability of any provision of this Agreement. Nonetheless, a COMPANY violation or failure to perform this Agreement, regardless of materiality shall entitle the City to declare this Agreement in default and commence ordinary annexation proceedings.

Section 4.02 Lien. The CITY shall be entitled to and have a tax lien on the Land and Improvements which may, in the event of default in payment of any sum due hereunder that is not cured in accordance with Section 4.04 below, be enforced by CITY in the same manner as provided by law and for the collection of delinquent ad valorem taxes. Additionally, the CITY shall be entitled to and have a contractual lien on the Land and Improvements which may be foreclosed in the event of such uncured default (1) judicially or (2) extra-judicially in the same manner as a deed of trust under the Texas Property Code, and for that purpose may appoint a trustee or trustees.

Section 4.03 City Breach. If the CITY breaches this Agreement by annexing or attempting to pass an ordinance annexing any of the Land (except with reference to any annexation provided for herein), the COMPANY shall provide written Notice of Default (clearly labeled as such) to the CITY and COMPANY shall be entitled to enjoin the CITY from the date of its breach for the balance of the Term of this Agreement from enforcing any annexation ordinance adopted in violation of this Agreement and from taking any further action in violation of this Agreement. If the COMPANY elects to pursue this remedy, then so long as the CITY specifically performs its obligations hereunder, under injunctive order or otherwise, the COMPANY shall continue to make the annual payments required by this Agreement.

Section 4.04 Notice of Default. Notwithstanding anything to the contrary contained herein, in the event of any breach by the COMPANY of any of the terms or conditions of this Agreement, the CITY shall give the COMPANY written Notice of Default (clearly labeled as such) specifying the nature of the alleged default, and manner in which the alleged default may be satisfactorily cured. Thereafter, the COMPANY will be afforded 60 days within which to cure the alleged default. A default **not related to payment** that cannot be remedied within 60 days may be subject to a Plan of Cure that will be considered by the CITY if said Plan is requested in writing to the CITY within 30 days after CITY sends the Notice of Default. The City will approve a **Plan of Cure that cannot be remedied within 60 days not related to payment** if such plan of cure reasonably cures the default in the most expeditious manner possible and

does not harm the enforceability of any legal remedies provided in this document and its attachment. Failure of the COMPANY to comply with the Plan of Cure will be considered an additional default of this Agreement.

Section 4.05 Cumulative Remedies. The remedies provided herein are cumulative, none is in lieu of any other, and any one or more or combination of the same is available. Each party, in addition to remedies expressly provided herein is entitled to any and all other remedies available at law or in equity.

Section 4.06 No Waiver of Rights and Remedies. It is expressly understood that if at any time the COMPANY is in default in any provision of this Agreement, the failure on the part of the CITY to promptly avail itself of the rights and remedies that the CITY may have, will not be considered a waiver on the part of the CITY; provided that if the CITY within **4 years** from the date of any default by the COMPANY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Further, is expressly understood that if at any time the CITY is in default in any provision of this Agreement, the failure on the part of the COMPANY to promptly avail itself of the rights and remedies that the COMPANY may have, will not be considered a waiver on the part of the COMPANY; provided that if the COMPANY within **4 years** from the date of any default by the CITY, does not avail itself of the rights or remedies or elect to terminate this Agreement on account of such default, then such default is deemed waived.

Section 4.07 Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, in no event will either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruptions damages; provided however, this limitation in not meant to limit the CITY'S rights under this Agreement to collect from the COMPANY any unpaid PILOT, late penalties and interest associated therewith, and any costs of collection including but not limited to reasonable attorney fees.

Article 5

Section 5.01 Description of Property. The COMPANY agrees to provide the CITY with a listing of Geographic ID numbers, as available from the applicable CAD or its successor, to be attached hereto and incorporated herein as **Exhibit A**. With respect to COMPANY'S acquisition of new land in the Industrial District, as described in Section 3.01 which becomes included in the Land, COMPANY agrees to provide to CITY a listing of Geographic ID numbers as available from the applicable CAD or its successor.

Article 6

Section 6.01 Annexation By Another Entity. If any attempt to annex any of the Land owned, used, occupied, leased, rented or possessed by COMPANY, is made by another municipality, or if the incorporation of any new municipality should attempt to include within its limits the Land or property, the CITY shall seek a temporary and permanent injunction against the annexation or incorporation, with the cooperation of the COMPANY, and shall take any other legal action necessary or advisable under the circumstances. The cost of the legal action shall be borne equally by the Parties; provided, however, the fees of any special legal counsel shall be paid by the Party retaining same.

Section 6.02 Termination. If the CITY and the COMPANY are unsuccessful in obtaining a temporary injunction enjoining the attempted annexation or incorporation described in Section 6.01 above, the COMPANY shall have the option of (1) terminating this Agreement, effective as of the date of the annexation or incorporation into the CITY, or (2) continuing to make the PILOTs required hereunder. This option shall be exercised within 30 days after the application for the temporary injunction is denied. If the COMPANY elects to continue the PILOT, the CITY shall place future payments hereunder together with part of the payment for the Calendar Year in which the annexation or incorporation is attempted, prorated to the date the temporary injunction or relief is denied, in a separate interest-bearing escrow account which shall be held by CITY subject to the following:

- A. If final judgment (after all appellate review, if any, has been exhausted) is entered denying a permanent injunction and/or upholding the annexation or incorporation, or a final settlement or other final disposition of

the controversy allows or upholds the annexation or incorporation, then all of such payments and accrued interest thereon shall be refunded to the COMPANY; or

- B. If final judgment (after all appellate review, if any, has been exhausted) is entered granting a permanent injunction and/or invalidating the annexation or incorporation, or a final settlement or other final disposition of the controversy allows or upholds the annexation or incorporation, then all of such payments and accrued interest thereon shall be retained for use by the CITY.

Article 7

Section 7.01 Sale or Lease. If the COMPANY sells all or a portion of the Land or Improvements to any entity, then the COMPANY shall within 90 days give notice to the CITY of said sale, and this Agreement shall continue in effect as to all Land and/or Improvements sold. If the COMPANY leases all or a portion of the Land or Improvements to an entity that will be responsible for payment hereunder, the COMPANY shall within 90 days give notice to the CITY of said lease, and this Agreement shall continue in effect as to all Land and/or Improvements leased.

Section 7.02 Company's Responsibility for Payment; Assignment. The COMPANY as seller or lessor in a transaction pursuant to Section 7.01 above, shall remain responsible for any PILOT attributable to the Land or Improvements sold or leased unless the COMPANY has entered into an assignment and assumption agreement with the buyer or lessee of such Land or Improvements that the CITY has consented to, in which the buyer or lessee assumes all responsibilities and obligations under this Agreement as to the purchased or leased Land and/or Improvements. The CITY will consent to an assignment and assumption agreement if all payments for PILOT are up-to-date and said agreement provides for execution of documents required by the CITY to ensure the continued enforceability of all obligations of this Agreement in a form satisfactory to the CITY, acting reasonably. If the COMPANY assigns its payment responsibility to a lessee and COMPANY's lessee fails to make any required payments after assuming such responsibility, the COMPANY may, after notice in accordance with Section 4.04, either make the required payments itself or agree to annexation by petition in accordance with Section 10.07 below. Effective the date of transfer of the Land to a new owner, the new owner of the Land will execute a **Petition for Annexation and Agreement for Provision of Municipal Services**, in substantially the same form as the one attached as **Exhibit C**, signed by the buyer before the CITY will consent to the assignment.

Section 7.03 Covenant Running with the Land. THIS AGREEMENT SHALL BE DEEMED COVENANTS RUNNING WITH THE LAND, AND A MEMORANDUM OF AGREEMENT SHALL BE RECORDED IN THE REAL PROPERTY RECORDS OF NUECES COUNTY, TEXAS AND/OR SAN PATRICIO COUNTY, TEXAS, AS APPLICABLE. THE COMPANY AND THE CITY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS BINDING UPON THE CITY AND THE COMPANY AND THEIR RESPECTIVE SUCCESSORS, EXECUTORS, HEIRS, AND ASSIGNS, AS APPLICABLE, FOR THE TERM OF THIS AGREEMENT AND CONSTITUTES A COVENANT RUNNING WITH THE LAND. ALL SUCCESSIVE FUTURE OWNERS OF THE LAND WILL BE TO THE SAME EXTENT BOUND BY AND WILL HAVE THE SAME RIGHT TO INVOKE AND ENFORCE, THE PROVISIONS OF THIS AGREEMENT AS THE ORIGINAL SIGNERS OF THIS AGREEMENT.

Article 8

Section 8.01 Inurement. This Agreement shall inure to the benefit of and be binding upon the CITY and the COMPANY, and shall inure to the benefit of and be binding upon the COMPANY'S successors, assigns, Affiliates and subsidiaries, and, subject to Section 7.02, shall remain in force whether the COMPANY sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Land, and the agreements herein contained shall be held to be covenants running with the Land for so long as this Agreement or any extension thereof remains in force. The COMPANY agrees to require any Affiliates of COMPANY who desire to have the benefits of this agreement execute such documents as required by the CITY to ensure the enforceability of all provisions of this agreement, including, but not limited to, for all owners of the Land, the attached **Petition for Annexation and Agreement for Provision of Municipal Services**. Failure of any owner of the Land to execute this

agreement and attached **Petition for Annexation and Agreement for Provision of Municipal Services** will constitute a default.

Article 9

Section 9.01 Buy Local. COMPANY shall use commercially reasonable efforts to acquire all of its procurements, including, but not limited to, supplies, materials, equipment, service contracts, construction contracts, and professional services contracts from businesses located within Nueces and San Patricio Counties, unless such procurements are not reasonably and competitively available within said area. The COMPANY shall not be required to maintain records regarding this requirement other than those normally kept in its usual course of business.

Section 9.02 Water Procurement. The COMPANY acknowledges that the CITY provides a regional water system that is critical to the well-being and economic growth of the entire area and that it is important for each customer to continue to use the system as its principal source of water. The COMPANY agrees to provide six months written notice of any intent or action to obtain more than ten 10% of its total water needs from any source other than the CITY. This Agreement does not guarantee to the COMPANY the availability of any specified amount or quantity of water, subject to any obligations that that might apply to the CITY pursuant to state law.

Article 10

Section 10.01 Severability. In the event any word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement or the application thereof to any person, firm, corporation or circumstances shall ever be held by any court of competent jurisdiction to be illegal, invalid or unconstitutional for any reason, then the application, illegality, invalidity or unconstitutionality of the word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

Section 10.02 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings, or oral or written agreements, between the parties respecting such subject matter, except as otherwise provided in the instruments referenced herein. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. This Agreement may be amended only by written instrument signed by all of the parties hereto. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and shall not be strictly construed for or against any party.

Section 10.03 Notices. Any notice to the COMPANY or the CITY concerning the matters to which this Agreement relates shall be given in writing by registered or certified mail addressed to the COMPANY or the CITY at the appropriate respective addresses set forth below, with a prominent identification of the title of this Agreement to which it refers, “**INDUSTRIAL DISTRICT AGREEMENT NO. «ID»**“. Each Party must notify the other Party of any change of address in writing.

To the CITY: City of Corpus Christi-City Manager
 1201 Leopard
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 Phone: 361-826-3220

With copies to City of Corpus Christi Director of Finance
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 Phone: 361-826-3105

 City of Corpus Christi-City Attorney
 1201 Leopard
 P.O. Box 9277

Corpus Christi, Texas 78469-9277
Phone: 361-826-3360

If to COMPANY: «LO_Name» (Owner of the Land)
 «LO_Notice_Address»
 «LO_Notice_City»
 Phone: «LO_Notice_Phone»

With copies to: «IO_Name» (Owner of the Improvements)
 «IO_Notice_Address»
 «IO_Notice_City»
 Phone: «IO_Notice_Phone»

and «L_Name» (Lessee)
 «L_Notice_Address»
 «L_Notice_City»
 Phone: «L_Notice_Phone»

Section 10.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any of its conflicts of law principles. This Agreement is to be performed in Nueces County, Texas , and/or San Patricio County, Texas.

Section 10.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, and all of which taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.06 Authority; Construction. By acceptance of this Agreement and/or benefits conferred hereunder, each party represents and warrants to the other that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind such party to all of the terms, covenants and conditions contained herein. The headings contained in this Agreement are for reference purposes only, are not to be considered a part hereof, and shall not affect in any way the meaning or interpretation of this Agreement. Unless the context otherwise requires: (i) the word “including” shall mean “including, but not limited to,” (ii) words used in the singular shall also denote the plural, and words used in the plural shall also denote the singular, and (iii) references to the terms “Article,” “Section,” “clause,” “Exhibit” and “Schedule” are references to the Articles, Sections, clauses, Exhibits and Schedules of this Agreement unless otherwise specified.

Section 10.07 Petition for Annexation. Subject to the provisions of Article 4, COMPANY agrees that failure to timely cure any default in accordance with this Agreement constitutes a petition for annexation of the Land and in furtherance thereof in the event of such a failure, a voluntary **Petition for Annexation and Agreement for Provision of Municipal Services** executed by all owners of the Land is attached hereto as **Exhibit C** and may be accepted by the CITY for purposes of annexing the Land in the event that COMPANY fails to timely cure any default in accordance with this Agreement.

Further, COMPANY agrees that the annexation petition may be accepted by the CITY for purposes of annexing the Property in the event that, during the Term of this Agreement, a bill is approved by the Texas Legislature that will, in the sole but reasonable and continuing opinion of the CITY, result in a prohibition of annexation of all or part of the Land. In addition to the filing of a voluntary **Petition for Annexation and Agreement for Provision of Municipal Services** pursuant to this section, the City may pursue such other annexation actions related to the Land as appropriate to ensure all owners of the Land are included in any annexation(s). In the event of annexation pursuant to a bill approved by the Texas Legislature, then the annexation will be subject to the City’s agreement to execute a **380 Agreement** with COMPANY and its relevant Affiliates for the remainder of the term of this Agreement, in the form attached as **Exhibit E**. In the event of such legislation, the Parties will consider alternative legal arrangements that would preserve the Parties’ rights and authority that would not require full annexation.

The preceding paragraph applies to any of the COMPANY's successors, assigns, or Affiliates provided for in Section 8.01, regardless of ownership or other interest in Land subject to this Agreement, including the provisions related to the 380 Agreement.

If the Land is annexed, this Agreement will terminate automatically upon payment of the final PILOT payment due under this Agreement. Annexation does not absolve the COMPANY of the requirement to pay any PILOT that accrued prior to the date of annexation under this Agreement, and the CITY may pursue all remedies in law and equity to collect such past due PILOT payments. Nonetheless, no PILOT will be due for any year for which the COMPANY is subject to taxation due to annexation.

This Agreement and the attached documents are authorized and enforceable pursuant to Texas Local Government Code § 212.172. The Parties agree that the following disclosure is sufficient for purposes of Section 212.172 (b-1) of the Texas Local Government Code:

THE COMPANY IS NOT REQUIRED TO ENTER INTO THIS AGREEMENT AND HAS CHOSEN TO DO SO OF ITS OWN FREE WILL. AT THE TIME OF THIS AGREEMENT, THE CITY HAS THE AUTHORITY TO ANNEX THIS PROPERTY EITHER BY REQUEST OF THE OWNER UNDER SUBCHAPTER C-3 OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 43 OR WITHOUT THE REQUEST OF THE OWNERS UNDER SECTION 43.0116 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS AGREEMENT OFFERS COMPANY PROTECTION FROM ANNEXATION UNDER SECTION 43.0116. IN EXCHANGE FOR THAT IMMUNITY, THE COMPANY REQUESTS ANNEXATION THROUGH PETITION IF COMPANY FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT. IN THE EVENT THAT COMPANY TRIGGERS ANNEXATION UNDER THIS SECTION 10.07, THE CITY WILL ACCEPT THE ANNEXATION PETITION AND PRESENT AN ANNEXATION ORDINANCE TO CITY COUNCIL FOR APPROVAL FOLLOWING A PUBLIC HEARING. NO FURTHER CONSENT OF THE LANDOWNER IS REQUIRED FOR ANNEXATION BY PETITION.

THE CITY WAIVES IMMUNITY FROM SUIT ONLY FOR PURPOSES OF CHALLENGING AN ANNEXATION, ADMINISTERING PILOT PAYMENTS AND REFUNDS OR PURSUING REMEDIES UNDER ARTICLE 4.

Section 10.08 Effect of Future Laws. To the extent allowed by the Constitution and laws of the State of Texas, no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the CITY's ability to annex the Land covered herein pursuant to the terms of this Agreement.

Section 10.09 Most Favored Nations. If CITY enters into a new Industrial District Agreement, or a renewal of any Industrial District Agreement, with a landowner which contains in lieu of tax payment terms and provisions more favorable to the landowner than those in this Agreement, COMPANY and its successors and assigns shall have the right to either terminate this Agreement or amend this Agreement to contain the more favorable in lieu of tax payment terms and provisions. For purposes of the immediately preceding sentence, "landowner" shall not include any tourist-related business or facilities under Section 42.044, Texas Local Government Code.

The foregoing provisions of this Section 10.09 do not preclude the CITY from entering into a onetime, economic development agreement with any new major employer within the CITY's ETJ, or with any company proposing a major new investment within the CITY's district ETJ, as part of the CITY'S economic development program.

Exhibits:

- Exhibit A Geographic ID's & CAD Type & Legal Descriptions of Land subject to this Agreement**
- Exhibit B Form of Sworn Schedule of Values**
- Exhibit C Petition for Annexation & Agreement for Provision of Municipal Services – to be executed at time of signatures to Agreement by all Land owners**
- Exhibit D Form of Property Supplement**
- Exhibit E Standard Industrial District Annexation 380 Agreement**

EXECUTED this ____ day of _____, 2024.

CITY OF CORPUS CHRISTI

ATTEST:

Assistant City Manager

City Secretary

LEGAL FORM APPROVED

Assistant City Attorney for City Attorney

**CITY OF CORPUS CHRISTI ACKNOWLEDGMENT
THE STATE OF TEXAS §
COUNTY OF NUECES §**

This instrument was acknowledged before me on _____, 2024, by _____, Assistant City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

(seal)
Notary Public

LANDOWNER

«LO_Name»

By: _____

Name: «LO_Signatory»

Title: «LO_Signatory_Title»

ATTEST:

Name: _____

Title: _____

LANDOWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «LO_Signatory», as the «LO_Signatory_Title» of «LO_Name», a «LO_Entity_State» «LO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)
Notary Public

IMPROVEMENTS OWNER

«IO_Name»

By: _____

Name: «IO_Signatory»

Title: «IO_Signatory_Title»

ATTEST:

Name: _____

Title: _____

IMPROVEMENTS OWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «IO_Signatory», as the «IO_Signatory_Title» of «IO_Name», a «IO_Entity_State» «IO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)

Notary Public

LESSEE

«L_Name»

By: _____

Name: «L_Signatory»

Title: «L_Signatory_Title»

ATTEST:

Name: _____

Title: _____

LESSEE ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «L_Signatory», as the «L_Signatory_Title» of «L_Name», a «L_Entity_State» «L_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)

Notary Public

Exhibit A
Geographic ID's & CAD Type & Legal Descriptions of Land subject to this Agreement
Depictions of Land subject to this Agreement

Exhibit B Form of Sworn Schedule of Values for Industrial District Agreement No. _____

As of 1/1/ _____

Due 8/31/ _____

COMPANY NAME:

Contact Name:

Telephone:

Address:

Geographic ID#	Description	Earliest Date that Property was first placed in use or affixed to the Land if Property is an Improvement	CAD Market Value	Did CAD declare property exempt from taxation pursuant to Texas Property Code 11.31?	COMPANY valuation in lawsuit filed by COMPANY	Prior year CAD Market value	Did CAD declare prior year property exempt from taxation pursuant to Texas Property Code 11.31
Total							

I, _____, a duly authorized official of the above COMPANY, do swear that the information provided is accurate and within my knowledge.

Signature

Date

Name & Title of Authorized Official

Sworn to and subscribed before me by _____ on this _____ day of _____.

(seal)
Notary Public

Exhibit C
Petition for Annexation

To: The City Council of The City of Corpus Christi, Texas:

The undersigned Landowner(s) of the hereinafter described tract of Land, which is without residents, request the City Council of the City of Corpus Christi, Texas, to extend the present city limits of the City of Corpus Christi, Texas, to include as part of the City of Corpus Christi, Texas, the territory described in **Exhibit A** of the Industrial District Agreement to which this document is attached, and the document description herein is considered incorporated herein.

We certify that this Land is not appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Texas Tax Code, Chapter 23, Subchapters C or D, as they may be amended or as timber land under Subchapter E of that chapter as it may be amended.

Attached hereto is the **Agreement for Provision of Municipal Services**, fully executed by all of the undersigned Landowner(s). This Petition for Annexation of the above-described tract of land is intended to be signed and duly acknowledged by each and every owner of said Land.

LANDOWNER

«LO_Name»

By: _____

Name: «LO_Signatory»

Title: «LO_Signatory_Title»

ATTEST:

Name: _____

Title: _____

LANDOWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «LO_Signatory», as the «LO_Signatory_Title» of «LO_Name», a «LO_Entity_State» «LO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

_____ (seal)

Notary Public

Exhibit C
Agreement for Provision of Municipal Services

This **Agreement for Provision of Municipal Services** ("Service Agreement") pursuant to Texas Local Government Code §43.0672, as amended is entered into by and between the City of Corpus Christi ("CITY"), and _____ ("Landowner").

WHEREAS, the Landowner has requested that the City consider annexation of the territory described in **Exhibit A** of the Industrial District Agreement to which this document is attached situated in _____ County, Texas, which is hereinafter described as the "Land";

WHEREAS, the CITY intends to institute annexation proceedings for the Land, and Texas Local Government Code §43.0672 requires a written agreement for the provision of services in the area first be entered into between the City and Landowner of the Subject Property prior to annexation;

WHEREAS, the City Council of the City of Corpus Christi, Texas, finds and determines that:

- this Agreement will not provide any fewer services or a lower level of services in the annexation area than were in existence in the annexation area at the time immediately preceding the annexation process, and
- this Agreement for Provision of Municipal Services will provide the Land with a level of service, infrastructure, and infrastructure maintenance that is comparable to the level of service, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area; and
- all statutory requirements for annexation have been satisfied and the CITY is authorized by Texas Local Government Code Chapter 43 to annex the Land into the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the Landowner(s) agree as follows:

Section 1. Recitals. The Parties hereto acknowledge and agree that the foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part hereof for all purposes.

Section 2. Services to be Provided. The following service list represents the provision of services agreed to between the landowner of the Property and the City establishing a program under which the City will provide municipal services to the Subject Property as required by Texas Local Government Code §43.0672, which will be provided at a level consistent with services levels provided to other similarly situated areas within the City.

- **Police Protection:** The Corpus Christi Police Department will provide police protection at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density.
- **Fire Protection:** Except as varied pursuant to the **Standard Industrial District Annexation 380 Agreement (if applicable)** attached to the Industrial District Agreement to which this document is attached, the Corpus Christi Fire Department will provide fire protection and suppression at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density.
- **Emergency Medical Service:** The Corpus Christi Fire Department will provide emergency medical services at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density.

- **Solid Waste Collection:** Solid waste collection and services will be provided at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density.
- **Operation and Maintenance of Water and Wastewater Facilities that are not Within the Service Area of Another Water or Wastewater Utility:** Water and wastewater service will continue to be provided in accordance with the Corpus Christi Code of Ordinances, Corpus Christi Unified Development Code, Utility Department Policies, and engineering standards at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density, provided the service is not currently served by another utility through existing facilities located within or adjacent to the area. Water or wastewater facilities owned or maintained by the CITY at the time of the proposed annexation shall continue to be maintained by the CITY. Water or wastewater facilities that may be the property of another municipality or other entity shall not be maintained by the City of Corpus Christi unless the facilities are dedicated to and accepted by the City of Corpus Christi. The current water line mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended. On-site sewage facilities will be allowed contingent upon the property owner meeting all city, county, state and federal requirements.
- **Operation and Maintenance of Roads and Streets, including Street Lighting:** Except as varied pursuant to the **Standard Industrial District Annexation 380 Agreement**(if applicable)attached to the Industrial District Agreement to which this document is attached, The City will maintain public streets, including road and street lighting, within the annexed area at the same level of service now being provided to other areas of the City of Corpus Christi, Texas, with similar topography, land use, and population density. Any and all lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Corpus Christi, Texas, pursuant to the rules, regulations, and fees of the utility.
- **Operation and Maintenance of Parks, Playgrounds and Swimming Pools:** Currently, there are no public recreational facilities in the annexation area, including parks, playgrounds, or swimming pools.
- **Operation and Maintenance of any other Publicly-Owned Facility, Building, or Service:** Currently, no other publicly owned facilities, buildings, or services are identified in the annexation area. If the City acquires any such facilities, buildings, or services within the annexation area, an appropriate City department will provide maintenance services.

Section 3. Schedule of Services. In accordance with Texas Local Government Code § 43.0672(c), no other services are contemplated by this Service Agreement and a schedule for future services as contemplated by Texas Local Government Code § 43.0672(b) is not applicable as all services identified herein will be provided upon the effective date of annexation.

Section 4. Level of Service. Nothing in this Service Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Section 5. Term. The term of this Service Agreement is **10 years** from the date the annexation is effective.

Section 6. Vested Rights Claims. This Service Agreement is not a permit for the purposes of Texas Local Government Code Chapter 245.

Section 7. Legal Construction. No subsequent change in the law regarding annexation shall affect the enforceability of this Service Agreement. If any provision in this Service Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceable provision will not affect any other provision hereof, and this Service Agreement will be construed as if the

unenforceable provision had never been a part of the Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

Section 8. Venue and Applicable Law. Sole venue for this Service Agreement shall be in Nueces County, Texas. This Service Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 9. Authority. This Service Agreement binds and inures to the benefit of the CITY, LANDOWNER, and their successors and assigns. Each party further warrants that each signatory to this Service Agreement is legally authorized to bind the respective individual or entity for the purpose established herein.

EXECUTED, this the ____ day of _____, 2024.

CITY OF CORPUS CHRISTI

ATTEST:

Assistant City Manager

City Secretary

LEGAL FORM APPROVED

Assistant City Attorney for City Attorney

CITY OF CORPUS CHRISTI ACKNOWLEDGMENT
THE STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2024, by _____, Assistant City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

(seal)
Notary Public

LANDOWNER

ATTEST:

«LO_Name»

By: _____

Name: _____

Name: «LO_Signatory»

Title: _____

Title: «LO_Signatory_Title»

LANDOWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «LO_Signatory», as the «LO_Signatory_Title» of «LO_Name», a «LO_Entity_State» «LO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)
Notary Public

Exhibit D
Form of Property Supplement to Industrial District Agreement No. _____

This **Supplement to Industrial District Agreement No. _____** (this “Supplement”) between CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called the “CITY,” and «LO_Name», a «LO_Entity_State» «LO_Entity_Type», Landowner, «IO_Name», a «IO_Entity_State» «IO_Entity_Type», Improvements Owner, and «L_Name», a «L_Entity_State» «L_Entity_Type» Lessee, hereinafter collectively called the “COMPANY,” is executed on the dates of execution of this Supplement as set forth immediately above the respective signatures of the CITY and the COMPANY below, but this Supplement shall be effective on the date on which the land described in the attached **Description of Additional Land** attached hereto was acquired by the COMPANY (the Supplement Effective Date”).

WHEREAS, reference is hereby made to **Industrial District Agreement No. _____** (the same, as heretofore amended and as heretofore supplemented, is herein called the “Industrial District Agreement”) entered into on _____, 2024, by and between the COMPANY and the CITY; and

WHEREAS, the COMPANY has acquired the land described by the applicable CAD Geographic ID number in the **Description of Additional Land** attached hereto which is located within an Industrial District, and, the COMPANY has provided the CITY with a revised **Exhibit A - Geographic ID’s & CAD Type & Legal Descriptions of Land subject to this Agreement** to the Industrial District Agreement that includes a complete listing by CAD Geographic ID number of such acquired land and any Improvements thereon.

WHEREAS, in furtherance thereof, and as provided for in the Industrial District Agreement, the CITY and the COMPANY desire to execute and deliver this Supplement to evidence that such acquired land is made subject to the terms and provisions of the Industrial District Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and in the Industrial District Agreement, the CITY and the COMPANY hereby agree that the land described on the attached **Description of Additional Land** is hereby designated to be and constitutes additional Land for purposes of the **Industrial District Agreement No. _____** and all of its exhibits effective as of the Supplement Effective Date. Each party hereto represents and warrants to the other that its undersigned agents have complete and unrestricted authority to enter into this Supplement and all of the exhibits to the Industrial District Agreement and to obligate and bind such party to all of the terms, covenants and conditions contained in all of those documents.

ENTERED into this _____ day of _____, 20__.

CITY OF CORPUS CHRISTI

ATTEST:

Assistant City Manager

City Secretary

LEGAL FORM APPROVED

Assistant City Attorney for City Attorney

CITY OF CORPUS CHRISTI ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2024, by _____, Assistant City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

(seal)
Notary Public

LANDOWNER

«LO_Name»

: «LO_Signatory»

Title: «LO_Signatory_Title»

ATTEST:

By: _____

Name: _____

Title: _____

Name

LANDOWNER ACKNOWLEDGMENT

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on ____ day of _____, 20__, by «LO_Signatory», as the «LO_Signatory_Title» of «LO_Name», a «LO_Entity_State» «LO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 20__.

_____ (seal)

Notary Public

IMPROVEMENTS OWNER

«IO_Name»

Name: _____

Title: _____

ATTEST

By: _____

Name: «IO_Signatory»

Title: «IO_Signatory_Title»

IMPROVEMENTS OWNER ACKNOWLEDGMENT

THE STATE OF §

COUNTY OF §

This instrument was acknowledged before me on ____ day of _____, 20__, by «IO_Signatory», as the «IO_Signatory_Title» of «IO_Name», a «IO_Entity_State» «IO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 20__.

_____ (seal)

Notary Public

Exhibit E
Standard Industrial District Annexation 380 Agreement

This Agreement ("Agreement") is made and entered into as of _____, _____ (the "Effective Date"), by and between the CITY OF CORPUS CHRISTI, TEXAS, a Texas home-rule municipal corporation of Nueces County, Texas, hereinafter called the "CITY," and «LO_Name», a «LO_Entity_State» «LO_Entity_Type», Landowner,«IO_Name», a «IO_Entity_State» «IO_Entity_Type», Improvements Owner, and «L_Name», a «L_Entity_State» «L_Entity_Type» Lessee, hereinafter collectively called the "COMPANY." pursuant to Chapter 380 of the Texas Local Government Code.

WHEREAS, the COMPANY or an Affiliate thereof desires to voluntarily be annexed into the CITY limits of Corpus Christi and agreed to this voluntary annexation as a condition of entry into an industrial district agreement with CITY; and

WHEREAS, the CITY has established a program in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") under which the CITY has the authority to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the CITY; and

WHEREAS, the CITY has concluded and hereby finds that this Agreement promotes economic development in the CITY of Corpus Christi and, as such, meets the requirements under Chapter 380 and the CITY's established economic development program, and, further, is in the best interests of the CITY and COMPANY; and

WHEREAS, the CITY recognizes the positive economic impact that the COMPANY's investment in COMPANY's industrial facility will bring to the CITY through development and diversification of the economy, reduction of unemployment and underemployment through the retention of existing jobs and the production of new jobs, and the attraction of new businesses; and as described in this Agreement; and

WHEREAS, consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380 and other law, CITY and the COMPANY as contemplated in this Agreement agree to work together to cause the public purposes of developing and diversifying the economy of the state, reducing unemployment or underemployment in the state, and developing or expanding transportation or commerce in the state; and

WHEREAS, to ensure that the benefits the CITY provides under this Agreement are utilized in a manner consistent with Article III, Section 52-a of the Texas Constitution, Chapter 380 and other law, the COMPANY has agreed to comply with certain conditions for receiving those benefits, and

WHEREAS, the CITY and the COMPANY desire to enter into this Agreement for their mutual benefit;

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the mutual promises, obligations, covenants and benefits herein contained, CITY and the COMPANY contract and agree as follows:

Article 1. General Terms

Section 1.01 Definitions. The following terms have the following meanings:

- a. Affiliates. As used herein shall mean: (1) all companies with respect to which the COMPANY directly or indirectly, through one or more intermediaries at the time in question, owns or has the power to exercise control over 50% or more of the stock having the right to vote for the election of directors; or (2) all corporations (or other entities) controlled by or under common control with the Company as contemplated by Section 1239(c) of the Internal Revenue Code of 1986, as amended.

- b. Appeal Rebate Date. Ninety days after the termination of the COMPANY's rights to appeal the value of an appealed CAD Geographic ID via lawsuit, protest, appeal or other legal proceeding and the COMPANY's notification thereof to the CITY.
- c. Business Personal Property. Taxable tangible personal property, including inventories, located on the Land.
- d. CAD. The county appraisal district (either the Nueces County Appraisal District [NCAD] or the San Patricio County Appraisal District [SPCAD]) responsible for appraising the Land and Improvements located within the boundaries of such appraisal district..
- e. Calendar Year. A period of time beginning January 1 and ending December 31 in a numbered year.
- f. Existing Improvements. Improvements other than New Improvements.
- g. Improvements. As defined in Section 1.04(3) of the Texas Tax Code, and shall also include power generation facilities, petroleum and/or chemical refining, processing, extraction or storage facilities, structures, or equipment erected on or affixed to the land, regardless of the land ownership, and pipelines on, under, or across the land which are owned by COMPANY. Improvements include Existing Improvements and New Improvements.
- h. Land. "Land" shall mean the land owned by the COMPANY or its Affiliate described in **Exhibit A** attached to the Industrial District Agreement to which this document is attached.
- i. Market Value. As determined and defined by the applicable CAD.
- j. New Improvement. Improvements which have been affixed to the Land and Placed in Use for four or fewer Calendar Years. On the fifth calendar year after the New Improvement has been affixed to the Land or Placed in Use, it will be considered an Existing Improvement.
- k. Non-Appeal Rebate Date. April 1 following the relevant tax year or 60 days following the COMPANY's payment of ad valorem taxes for an unappealed CAD Geographic ID, whichever is later
- l. Placed in Use. Improvements that are completed and placed in use and are not listed by the applicable CAD as Construction Work in Progress (CWIP).

Section 1.02 Continuation of Land Use Under Sec. 43.002 Local Govt Code; Industrial Use of Land may continue; Exclusions from City Code Regulatory and Permit Requirements that may limit Industrial Use:

- a. CITY and COMPANY agree that Sec. 43.002, Tex. Loc. Govt. Code ("Sec. 43.002) provides that CITY may not prohibit COMPANY from continuing to use land in the manner in which the land was being used on the date the annexation proceedings were instituted. Subject to rights existing under Sec. 43.002, COMPANY and CITY mutually stipulate that the Land annexed into the City was being used at the time of annexation for uses that fall within the Heavy Industrial (IH) zoning district under the Corpus Christi City Code. CITY will, after a COMPANY request that cites this provision, promptly initiate and pursue a zoning case for the Land, without zoning fees being assessed to COMPANY, to be zoned IH (or such other zoning district that permits COMPANY's industrial activities), without the need for any additional CITY permits.
- b. CITY and COMPANY stipulate that, as a matter of law, Sec.43.002 guarantees to COMPANY the right to use the Land for Heavy Industrial Uses and other uses that might be authorized within the IH zone without the necessity for additional licenses, certificates, permits, approvals, or other forms of authorization, including but not limited to Conditional Use Permits or Special Use Permits To the extent that any court, board, commission, or other entity proposes or requests any permits or other authorizations be required as a result of annexation into the City limits, the CITY agrees to support, and if requested, request the issuance of such

permits or other authorizations.

- c. CITY stipulates that, during the term of this Agreement and as a provision of this Agreement, the entirety of the Land will be treated as "IH" (Heavy Industrial) or equivalent zoning district for purposes of Corpus Christi City Code Section 14-231, including that Section's exemption of IH-zoned Land from the requirements of the necessity of obtaining building permits and compliance with the Technical Construction Codes of the CITY.
- d. Corpus Christi City Code Section 14-231 currently provides as follows, which terms the Parties agree and stipulate shall be applicable to new construction on the Land except as otherwise provided in this Section 1.02:

Section 105.1.4 Building Permit Exemptions:

(a) Definitions. For the purposes of this section:

State or Federal Facility means a facility owned or managed by the State of Texas or the federal government.

Industrial Facility means a facility used to manufacture, compound, package, process, refine, sort, test, and treat raw materials and other processed materials into finished or intermediate products and to store equipment or materials used by that industrial facility.

Agricultural Facility means any structure on a tract of land larger than 10 acres used exclusively in connection with ranching or agricultural use, excluding structures used for residential, commercial, or industrial purposes.

(b) Exemption. A State or Federal Facility, Industrial Facility, or Agricultural Facility may claim an exemption from the City's requirement for technical construction code permits if all connections between the aforesaid facility and the city water system are equipped with a backflow prevention device or air gap.

(c) An Industrial Facility can only claim the technical construction code permit exemption if:

- 1.the facility or industrial processing unit is inaccessible to the general public;
- 2.the facility or unit is zoned IH or occupies a site of 20 or more contiguous acres;
- 3.the facility or structure is not within 150 feet from the I-37 right-of-way; and
- 4.the construction, assembly, disassembly, reassembly, modification, alteration, or improvement of the facility or unit is under a licensed professional engineer's observation and direct supervision. The licensed professional engineer will certify that all improvements meet the intent or spirit of the City's technical construction codes and life safety criteria for the occupancy as outlined in Chapter 14 of the Corpus Christi Code.

(d) The building official and/or Corpus Christi Water representative has the right to inspect any installations connected to the city water system to the point of the valves or safety devices to ensure the connection to a backflow prevention device or air gap.

(e) Any State or Federal Facility, Industrial Facility, or Agricultural Facility that does not have the required technical construction code permits and does not install backflow prevention devices or air gaps at all connections to the city water system authorizes the City to refuse to connect or the City to disconnect the connection from the city water supply system.

(f) Any State or Federal Facility, Industrial Facility, or Agricultural Facility that fails to test or timely provide test results or maintain the required backflow prevention device in good operating condition authorizes the City to refuse to connect or the City to disconnect the connection from the city water supply system.

- e. Prior to annexation, none of the Land was subject to CITY ordinances; therefore, it is the intent of the Parties that no part of the Corpus Christi Code of Ordinances shall have the effect of disrupting the industrial operations of COMPANY. Accordingly, the following provisions of the Corpus Christi City Code and other rules and policies of CITY will not apply to the Land:

(1) Any provision of Chapter 13 or 14 of the City Code requiring notifications to CITY or permits to be issued by CITY, other than:

(a) Section 105.1.4 of Section 14-231 of the City Code, except as modified in this section, and

(b) Article V (Flood Hazard Prevention Code) of Chapter 14 of the City Code, as amended and/or renumbered.

(2) Any ordinances, rules, policies, or other regulatory provisions of CITY addressing a field or area of regulation occupied by a provision of the following codes adopted by the State of Texas: Agricultural Code, Finance Code, Insurance Code, Labor Code, Natural Resources Code, and Occupations Code.

(3) The provision of Section 105.1.4(c)(3), set out above, regarding a minimum distance from the I-37 right-of-way may be modified administratively for good cause upon application to the CITY Director of Development Services (or the successor to that position.)

(4) The provision of Section 105.1.4(c)(4), set out above, regarding certification by a licensed professional engineer shall not be applicable to construction, assembly, disassembly, reassembly, modification, alteration, or improvement of the facility or unit provided that COMPANY represents in writing to the CITY Director of Development Services (or the successor to that position) that COMPANY conducts its operations in accordance with currently applicable industry standards and codes. This provision does not require COMPANY to make any written representation to CITY about its maintenance and operations (such as assembly, disassembly, modification, or alteration) that would not otherwise fall within CITY technical construction codes.

(5) The provisions of Sec. 105.1.4 (d), (e) and (f) are modified to provide that, upon COMPANY'S request citing this section and obligation, the CITY's director of water or authorized equivalent will review the COMPANY'S proposed use of an alternative backflow prevention method and determine whether that proposed method provides the same or greater level of reliability, effectiveness, and ease of verifiability at or near the City's water-connection location as a reduced pressure backflow preventer (assembly). After such review and determination, CITY and COMPANY will jointly approach the Texas Commission on Environmental Quality (TCEQ) to request TCEQ review of the proposed alternative backflow prevention method. If TCEQ approves a jointly-proposed alternative backflow prevention method, then the CITY will allow the use of said proposed alternative backflow prevention method unless the CITY determines that said proposed alternative backflow prevention method will not provide the same or greater level of reliability, effectiveness, and ease of verifiability at or near the City's water-connection location as a reduced pressure backflow preventer (assembly). After a written request by COMPANY, CITY shall provide such determination in writing by a licensed professional engineer with expertise in industrial and municipal systems that utilize backflow prevention technologies. If the CITY does not respond within 60 days of such written COMPANY request, then the request for use of said jointly-proposed, TCEQ-approved alternative backflow prevention method will be deemed approved.

Section 1.03 Annexation and City Services. During the term hereof, pursuant to this Agreement, the CITY shall have no obligation to extend to the Land any utilities or other CITY services, except for services that are being provided to and paid for by the COMPANY on the Effective Date, or as otherwise stated herein. The COMPANY agrees and stipulates that the annexation is valid, and the COMPANY has no right to challenge the annexation of the Land by the CITY.

2. Term

Section 2.01 Term. This Agreement shall be effective upon annexation of the Land and continue until **December 31, 2039**, unless terminated as herein provided or extended for additional period or periods of time upon mutual consent of the COMPANY and the CITY as provided by the Local Government Code. If this agreement becomes effective after December 31, 2034, then the CITY will consider extending the termination date of this agreement for a period of up to 5 years.

3. Chapter 380 Rebates of City Ad Valorem Taxes Paid by Company

Section 3.01 Rebate of Ad Valorem Taxes. Each year during the term hereof, the CITY shall rebate a portion of ad valorem taxes paid by COMPANY to the CITY that are attributable to the Improvements to the Land and the COMPANY's Business Personal Property on the LAND. The payment obligation is more specifically described as follows, but may be reduced as provided in this agreement, notably Sections 3.04 and 3.05:

- a. The "Reimbursable Tax Amount" is the ad valorem taxes paid by the COMPANY to the account of the CITY in the following amounts:
 - (1) **25.5%** of the Reimbursable Tax Amount paid by COMPANY for the CITY ad valorem taxes finally received from COMPANY on **Existing Improvements** owned by COMPANY on the Land.
 - (2) **100%** of the Reimbursable Tax Amount paid by COMPANY for the CITY ad valorem taxes finally received from COMPANY on **New Improvements** owned by COMPANY on the Land.
 - (3) **100%** of the Reimbursable Tax Amount paid by COMPANY for the CITY ad valorem taxes finally received from COMPANY on **Business Personal Property** owned by COMPANY on the Land.
- b. The CITY hereby agrees to create a "Reimbursement Account" to be segregated from general CITY funds and held for the benefit of the COMPANY and CITY for the purpose of paying the CITY rebate of ad valorem taxes to the COMPANY. After the COMPANY notifies the CITY of the amount of reimbursable CITY ad valorem taxes it has paid, the City will verify the amount received by the CITY and place the reimbursable taxes in a separate account for potential reimbursement to COMPANY, hereinafter known as the "Reimbursement Account".

With respect to each COMPANY CAD Geographic ID subject to rebate, such rebate shall be paid by the Non Appeal Rebate Date following COMPANY's certification of such no-appeal status for each CAD Geographic ID.

In the event of an appeal, the CITY will rebate the reimbursable taxes to the COMPANY by the Appeal Rebate Date.

If the COMPANY appeals the value of a CAD Geographic ID, then the reimbursable taxes for such CAD Geographic ID will be held in the aforementioned Reimbursement Account until the final determination concerning the amount of ad valorem taxes that should be properly assessed to the Existing Improvements, New Improvements, and Business Personal Property on the Land. The CITY's Director of Financial Services shall maintain the Reimbursement Account and may disburse payments pursuant to this agreement without further authorization of City Council. Funds in the Reimbursement Account may be used to pay any debts of COMPANY owed to CITY as a result of default of any obligations owed by COMPANY to CITY, and setoff is authorized for that purpose. Interest on said account will be retained by the CITY.

The CITY will be the owner of the Reimbursement Account and interest paid on the Reimbursement Account, and the COMPANY's rights to receive funds from the Reimbursement Account will not be assignable. Attempted assignment, bankruptcy, or insolvency of COMPANY shall terminate the COMPANY's rights, if any, to the funds in the Reimbursement Account.

- c. The COMPANY shall provide evidence, satisfactory to the CITY, of payment of the ad valorem taxes on Existing Improvements, New Improvements, and Business Personal Property located on the Land. The sole source of payments by the CITY pursuant to this agreement is the taxes paid by the COMPANY that are rebatable pursuant hereto.

- d. Subject to the different mechanism and timings, it is the express intention of the Parties that the payments and rebates of ad valorem taxes provided in this Agreement replicate the ultimate incidence of PILOT provided for in the Industrial District Agreement to which this document is attached as applicable to the COMPANY and its Affiliates. The attached “**Worked Examples of Article 3 Payments and Rebates**” illustrates the Parties intentions as to how payments and rebates will function under this Article 3.

Section 3.02 Company Schedule of Value. On or before August 31 of each year of this Agreement, or upon final determination of Market Values by the applicable CAD, whichever is later, the COMPANY shall provide to the CITY an itemized Schedule of Value by sworn affidavit, on the form attached hereto as **Exhibit B** to the Industrial District Agreement to which this document is attached, listing all CAD Geographic ID numbers and the values related thereto, and showing all Land, Improvements, and Business Personal Property, owned or controlled by the COMPANY including and identifying the property to be valued as part of this Agreement (the “Schedule”). COMPANY must include in its Schedule of Value the Geographic ID numbers for all Business Personal Property accounts on the Land, whether owned by COMPANY or an Affiliate. The Schedule shall also list the year any Improvements were Placed in Use. The COMPANY has no objection to the CITY’S review of all forms, information, and documents provided by the COMPANY to the applicable CAD and, in the event of appeal, the Appraisal Review Board. Failure to provide the Schedule to the CITY shall constitute a waiver of the right to receive reimbursement pursuant to this agreement.

Section 3.03 Determination of Value. The COMPANY shall timely provide information and reports required under this Agreement and under Texas law, rules and regulations to the applicable CAD or its designee, so that the appraisal process can be completed in accordance with all applicable state laws.

Section 3.04 Company Protest of Value or Billing. If the COMPANY elects to protest the valuation set on any of its properties by the applicable CAD for any year or years during the term hereof, it is agreed that nothing in this Agreement shall preclude the protest, and the COMPANY shall have the right to take all legal steps desired to reduce the same. A reduction of the taxable value will reduce the reimbursable amounts pursuant this agreement. The COMPANY must cooperate with the CITY in determining what taxes and accounts are subject to protests to ensure the CITY is accurately maintaining and disbursing funds in the Reimbursement Account.

Section 3.05 Fire Protection. The CITY will reduce CITY reimbursement to the COMPANY in an amount equal to 15% of the ad valorem taxes paid to the CITY for the Land; provided, however, that the COMPANY shall not be obligated to pay the additional amount provided by this Section 3.05 for any year during the Term of this Agreement if either (i) as of January 1 of such year, the COMPANY or its Affiliate that owns the Land is a member in good standing of the Refinery Terminal Fire Company, or its successor, or (ii) the COMPANY or its Affiliate that owns the Land satisfies the requirements set forth in Section 775.032(a)(1), (2), and (3) of the Texas Health and Safety Code and certifies to the CITY in writing such compliance.

Section 3.06 Calculation of Amount Due. Within 30 days after request by the COMPANY, following COMPANY's submission of taxes paid and lists of accounts determined reimbursable by this agreement, the CITY shall provide a report to the COMPANY specifying the accounts and amounts subject which sets forth the amount of the Reimbursable Tax Amount and amount held in the Reimbursement Account in accordance with this Agreement.

Section 3.07 Payment. The COMPANY agrees to pay its ad valorem taxes so as not to be delinquent under the Texas Property Tax Code. The COMPANY further agrees to provide an accurate report of all amounts paid for ad valorem taxes on the Land, Existing Improvements thereon, New Improvements thereon, and Business Personal Property thereon and properly pay CITY ad valorem taxes to on or before January 31st of each year. Penalties and/or interest that are paid by the COMPANY will not be subject to rebate to the COMPANY.

Article 4. Default and Cessation of Operations

Section 4.01 Default by CITY. If the CITY does not perform its obligations hereunder in substantial compliance with this Agreement and, if such default remains uncured for a period of 60 days after notice thereof shall have been given, in addition to the other rights under the law or given the COMPANY under this

Agreement, the COMPANY may enforce specific performance of this Agreement and seek an injunction or writ of mandamus to perform obligations under this Agreement.

Section 4.02 Default by COMPANY. If the COMPANY does not perform its obligations hereunder in substantial compliance with this Agreement, and, if such default remains uncured for a period of 60 days after notice thereof shall have been given or such longer period as is reasonably necessary to cure default if such default cannot be cured within 60 days notwithstanding COMPANY's reasonable efforts to effectuate a cure, the CITY may terminate this Agreement and CITY's obligation to pay funds to COMPANY under this Agreement will terminate.

Section 4.03 Notice of Default. Notwithstanding anything to the contrary contained herein, in the event of any breach by either party of any of the terms or conditions of this Agreement, the non-defaulting party shall give the other party written notice specifying the nature of the alleged default, and manner in which the alleged default may be satisfactorily cured. Thereafter, the allegedly defaulting party will be afforded 60 days within which to cure the alleged default.

Section 4.04 Cumulative Remedies. The remedies provided herein are cumulative, none is in lieu of any other, and any one or more or combination of the same is available. Each party, in addition to remedies expressly provided herein is entitled to any and all other remedies available at law or in equity.

Section 4.05 Limitation of Liability. In no event will either party be liable to the other party hereunder for punitive, exemplary, or indirect damages, lost profits or business interruptions damages.

Article 5. Description of Applicable Property

Section 5.01 Description of Property. The COMPANY agrees to provide the CITY with an updated listing of Geographic ID numbers, as available from the applicable CAD, for property located on the Land, to be attached hereto and incorporated into the description of the Land on **Exhibit A** of the Industrial District Agreement to which this document is attached and supplements thereto, to the extent such Land has been annexed into the territorial limits of the City. The COMPANY must include all accounts containing property for which COMPANY proposed to receive rebates of ad valorem taxes paid to the CITY.

Article 6. Transfer of Land or Property to another Entity, Adding or Removing Affiliates, and Remitting Taxes

Section 6.01 Sale or Lease. If the COMPANY sells or leases all or a portion of the Land or Improvements to any entity, the COMPANY shall within 90 days give notice to the CITY of said sale or lease.

Section 6.02 Assignment. This Agreement may be assigned by the COMPANY to a new owner of Land only with the prior, written approval of the CITY. The CITY may choose to permit assignment and/or require the COMPANY to execute a new 380 agreement with the CITY. If the COMPANY and proposed Assignee are in compliance with all obligations to the CITY, then the CITY will not unreasonably withhold permission for assignment or execution of a new 380 agreement. The mere right to payment pursuant to this agreement may **not** be assigned.

Section 6.03 No Third-Party Beneficiaries, Setoff. Except as specifically assigned with permission of the CITY, no entity other than CITY or COMPANY shall have any right in this agreement or funds due pursuant to this Agreement. Further, the purpose of this agreement is to incentivize the continued operation and expansion of COMPANY. If the COMPANY fails to make payments of taxes or other amounts to the City, then amounts in the Reimbursement Account may be transferred to the CITY in satisfaction of any debts to the CITY. In the event that COMPANY ceases to do business on the Land, becomes insolvent or otherwise ceases to pay creditors as its debts becomes due, then amounts in the Reimbursement Account will inure to the CITY. Amounts in the Reimbursement Account will not be assignable, and creditors of COMPANY shall have no claim to any amounts in the Reimbursement Account or amounts otherwise owed or payable by CITY to COMPANY.

Section 6.04 Adding Affiliates to Agreement. Affiliates who own property in the area of the Land may be added or removed for purposes of qualifying for tax rebates. Any Affiliates added will need to agree to be governed by the terms of this agreement. The parties to this Agreement intend to prepare standardized forms to enable Affiliates to be added or removed efficiently.

Article 7. Procurement

Section 7.01 Buy Local. COMPANY shall use commercially reasonable efforts to acquire all of its procurements, including, but not limited to, supplies, materials, equipment, service contracts, construction contracts, and professional services contracts from businesses located within Nueces and San Patricio Counties, unless such procurements are not reasonably and competitively available within said area. COMPANY shall not be required to maintain records regarding this requirement other than those normally kept in its usual course of business.

Article 8. Miscellaneous Provisions

Section 8.01 Severability. In the event any word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement or the application thereof to any person, firm, corporation or circumstances shall ever be held by any court of competent jurisdiction to be illegal, invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of the word, phrase, clause, sentence, paragraph, section, article or other part of this Agreement shall be deemed to be independent of and separable from the remainder of this Agreement and the validity of the remaining parts of this Agreement shall not be affected thereby.

Section 8.02 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any and all prior understandings, or oral or written agreements, between the parties respecting such subject matter, except as otherwise provided in the instruments referenced herein. This Agreement may be amended only by written instrument signed by all of the parties hereto.

Section 8.03 Notices. Any notice to the COMPANY or the CITY concerning the matters to which this Agreement relates may be given in writing by registered or certified mail addressed to the COMPANY or the CITY at the appropriate respective addresses set forth below. The COMPANY must notify the CITY of any change of address in writing. Notices by a party to the other party hereto, shall be mailed or delivered as follows:

If to CITY: City Manager, City of Corpus Christi
 1201 Leopard
 P.O. Box 9277
 Corpus Christi, Texas 78469- 9277
 Phone: 361-826-3220
 Fax: 361-826-3845

With copies to: City of Corpus Christi-City Attorney
 1201 Leopard
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 Phone: 361-826-3360
 Fax: 361-826-3239

If to COMPANY: «LO_Name»
 «LO_Notice_Address»
 «LO_Notice_City»
 Phone: «LO_Notice_Phone»
 Fax: «LO_Notice_Fax»

With copies to: «IO_Name»
 «IO_Notice_Address»

«IO_Notice_City»
Phone: «IO_Notice_Phone»
Fax: «IO_Notice_Fax»

and
«L_Name»,
«L_Notice_Address»
«L_Notice_City»
Phone: «L_Notice_Phone»

Section 8.04 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the sole legal venue for construction of this agreement will be in a court in Nueces County, Texas.

Section 8.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original, and all of which taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 8.06 Authority. By acceptance of this Agreement and/or benefits conferred hereunder, each party represents and warrants to the other that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind such party to all of the terms, covenants and conditions contained herein. The CITY waives immunity from suit pursuant to this Agreement only for the purpose of administering payments due to COMPANY pursuant to Articles 3 or 4 of this Agreement.

Article 9. Chapter 380 Rebates of City Sales/Use Taxes Paid by Company

Section 9.01 Rebate of City Sales/Use Taxes. Each year during the term hereof, the CITY shall rebate a portion of city sales/use taxes paid by COMPANY to the State that are attributable to taxable transactions on the LAND and remitted to the CITY pursuant to Texas Tax Code 321.101 for any lawful purpose. The payment obligation is more specifically described as follows, but may be reduced as provided in this agreement, including Section 9.04.

- a. The "Reimbursable Sales/Use Tax Amount" consists of **98%** of the CITY sales/use taxes paid by the COMPANY to the account of the State during a calendar year for the City of Corpus Christi City Operations allocation pursuant to Texas Tax Code 321.101 for any lawful purpose, which is remitted to the CITY. There will be no reimbursement to COMPANY from the sales tax allocated (now or in the future) to a Type A or Type B corporation, a crime control district, a municipal development district, a municipal development corporation, a district for fire control, prevention or emergency medical services or to any other district, corporation or entity. There will also be no reimbursement to COMPANY from a sales tax for property tax relief, for a sports or community venue project, for a metropolitan or rapid transit authority, for street maintenance, or for any other use that is limited by state law.
- b. For each calendar year subject to this Section 9.01, the CITY will create a "Reimbursement Sales/Use Tax Account" to be segregated from other CITY funds and held for the benefit of the COMPANY and CITY for the purpose of paying the rebate of the Reimbursable Sales/Use Tax Amount to the COMPANY.
- c. Each month the COMPANY will notify the CITY of the amount of Reimbursable Sales/Use Tax it has paid to the State or paid to vendors and provide documentation, upon CITY's request, confirming the amount and the payment. Upon receipt of that month's sales and use tax distribution from the Comptroller, CITY will place the Reimbursable Sales/Use Tax Amount due COMPANY in a separate account, hereinafter known as the "Reimbursement Sales/Use Account."
- d. Funds in the Reimbursement Sales/Use Account shall be paid by the CITY to the COMPANY on or before May 1 of each calendar year following each taxable year under this Agreement, provided the COMPANY has complied with its obligations under Sections 9.01 - 9.05.

- e. The CITY's Director of Financial Services shall maintain and oversee the Reimbursement Sales/Use Tax Account, and may disburse payments to the COMPANY due under this Agreement without further authorization of City Council. Funds in the Reimbursement Sales/Use Tax Account may be used to offset any debts of COMPANY owed to CITY as a result of default of any obligations owed by COMPANY to CITY under this Agreement. Any interest accruing on the Reimbursement Sales/Use Tax Account may be retained by the CITY.
- f. The CITY will be the owner of the Reimbursement Sales/Use Tax Account and interest paid on the Reimbursement Account, and the COMPANY's rights to receive funds from the Reimbursement Sales/Use Account will not be assignable. Attempted assignment, bankruptcy, or insolvency of COMPANY shall terminate the COMPANY's rights, if any, to the funds in the Reimbursement Account for that calendar year.
- g. As more fully described in Section 9.02, below, the COMPANY shall provide evidence, satisfactory to the CITY, of payment of sales/use taxes on taxable transactions on the Land.
- h. The sole source of payments by the CITY to COMPANY pursuant to this Agreement shall be sales/use taxes paid by the COMPANY remitted to the CITY pursuant to Texas Tax Code 321.101 that are rebatable under this Agreement.

Section 9.02 Company Schedule of Value. On or before February 28 following each calendar year of this Agreement, the COMPANY shall provide to the CITY a Sworn Schedule of Sales/Use Tax Paid by COMPANY for the preceding calendar year, utilizing the form attached as **Form of Sworn Schedule of Sales/Use Tax Paid by Company**. This Schedule shall document the sales/use tax paid by COMPANY on all taxable transactions on the Land during the preceding calendar year. COMPANY must include in its schedule the sales/use tax accounts for all accounts subject to this Agreement, whether paid by COMPANY or an Affiliate. The COMPANY here consents to the CITY'S review of the pertinent sales/use tax forms, information, and documents provided by the COMPANY to the Comptroller.

Failure on the part of COMPANY to provide the Schedule to the CITY shall constitute a waiver of COMPANY'S right to receive reimbursement pursuant to this Agreement for the calendar year.

Section 9.03 Calculation of Amount Due. Within 30 days after request by the COMPANY, following COMPANY's submission of its Sworn Schedule of Sales/Use Tax Paid by Company for the preceding calendar year, the CITY shall provide a report to the COMPANY identifying the relevant account and specifying the amount then held in the Reimbursement Sales/Use Account in accordance with this Agreement.

Section 9.04 Audits. Sales/use tax is audited periodically by the Comptroller. The audit period is often multiple years and may result, when final, in additional sales/use tax liability or in a refund of previously paid sales/use tax

- a. If COMPANY incurs additional sales/use liability as a result of an audit, upon the final determination of liability the reimbursement from CITY to COMPANY under this Agreement will be handled in the same manner as a normal sale/use tax payment. CITY will not be responsible for reimbursing any penalties and/or interest paid by the COMPANY.
- b. If COMPANY receives a refund from the State as a result of an audit, the COMPANY will reimburse the CITY for any portion of refunded city sales/use tax that had been previously rebated to COMPANY from CITY. Within 90 days of receipt of a sales/use tax refund, the COMPANY must provide to CITY a schedule similar to the sales/use tax refund request detailing the refund transactions and amount COMPANY owes to the CITY and, upon confirmation of that amount by CITY, shall promptly repay it to CITY.

Section 9.05 Compliance with Texas Tax Code. The COMPANY agrees to pay sales/use taxes due to the State so

as not to be delinquent under the Texas Tax Code. Any Penalties and/or interest paid by the COMPANY to the State with respect to city sales/use Tax will not be subject to rebate to the COMPANY.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the ____ day of _____, 20____.

CITY OF CORPUS CHRISTI

ATTEST:

Assistant City Manager

City Secretary

LEGAL FORM APPROVED

Assistant City Attorney for City Attorney

CITY OF CORPUS CHRISTI ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2024, by _____, Assistant City Manager of the City of Corpus Christi, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public (seal)

LANDOWNER

ATTEST:

«LO_Name»

By: _____

Name: «LO_Signatory»

Title: «LO_Signatory_Title»

Name: _____

Title: _____

LANDOWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «LO_Signatory», as the «LO_Signatory_Title» of «LO_Name», a «LO_Entity_State» «LO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

Notary Public (seal)

IMPROVEMENTS OWNER

ATTEST:

«IO_Name»

By: _____

Name: «IO_Signatory»

Name: _____

Title: «IO_Signatory_Title»

Title: _____

IMPROVEMENTS OWNER ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «IO_Signatory», as the «IO_Signatory_Title» of «IO_Name», a «IO_Entity_State» «IO_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)
Notary Public

LESSEE

«L_Name»

By: _____

Name: «L_Signatory»

Title: «L_Signatory_Title»

ATTEST:

Name: _____

Title: _____

LESSEE ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on ____ day of _____, 2024, by «L_Signatory», as the «L_Signatory_Title» of «L_Name», a «L_Entity_State» «L_Entity_Type», on behalf of said corporation.

Given under my hand and seal of office this ____ day of _____, A.D., 2024

(seal)
Notary Public

**Exhibit to 380 Agreement
Worked Examples of Article 3 Payments and Rebates**

Assumption: CAD certified taxable value of single CAD Geographic ID times CITY tax rate is \$100

Case	Case assumptions	Payments/Refunds Assessor/Collector (“A/C”)	Deposits/Rebates CITY Reimbursement Account (“RA”)
No Appeal			
A.	<ul style="list-style-type: none"> COMPANY timely pays Rebate 100% 	<ul style="list-style-type: none"> \$100 tax payment 	<ul style="list-style-type: none"> \$100 into RA, then rebated by Non-Appeal Rebate Date
B.	<ul style="list-style-type: none"> COMPANY timely pays Rebate 25.5% 	<ul style="list-style-type: none"> \$100 tax payment 	<ul style="list-style-type: none"> \$25.50 into RA, then rebated by Non-Appeal Rebate Date
C.	<ul style="list-style-type: none"> COMPANY untimely pays and incurs \$15 penalty/interest Rebate 25.5% 	<ul style="list-style-type: none"> \$115 tax payment 	<ul style="list-style-type: none"> \$25.50 into RA, then rebated by Non-Appeal Rebate Date
Appeal Filed			
D.	<ul style="list-style-type: none"> COMPANY timely pays full bill Appeal cuts value by 50% Rebate 100% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: \$50 refund issued by A/C and funded by CITY 	<ul style="list-style-type: none"> Initial \$100 into RA Post Appeal: \$50 rebated from RA by Appeal Rebate Date; remaining \$50 released to CITY
E.	<ul style="list-style-type: none"> COMPANY timely pays full bill Appeal cuts value by 50% Rebate 25.5% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: \$50 refund issued by A/C and funded by CITY 	<ul style="list-style-type: none"> Initial \$25.50 into RA Post Appeal: \$12.75 rebated from RA by Appeal Rebate Date; remaining \$12.75 released to CITY
F.	<ul style="list-style-type: none"> COMPANY timely pays full bill No change in value Rebate 100% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: no payment/refund 	<ul style="list-style-type: none"> Initial \$100 into RA Post Appeal: \$100 rebated from RA by Appeal Rebate Date
G.	<ul style="list-style-type: none"> COMPANY timely pays full bill Value increases 100% COMPANY timely pays additional bill Rebate 100% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: \$100 additional tax payment 	<ul style="list-style-type: none"> Initial \$100 into RA Post Appeal: \$100 added to RA and \$200 rebated by Appeal Rebate Date
H.	<ul style="list-style-type: none"> COMPANY timely pays full bill Value increases 100% COMPANY untimely pays additional bill and incurs \$15 penalty/interest Rebate 100% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: \$115 additional tax payment 	<ul style="list-style-type: none"> Initial \$100 into RA Post Appeal: \$100 added to RA and \$200 rebated by Appeal Rebate Date
I.	<ul style="list-style-type: none"> COMPANY timely pays full bill Value increases 100% COMPANY timely pays additional bill Rebate 25.5% 	<ul style="list-style-type: none"> \$100 initial tax payment Post Appeal: \$100 additional tax payment 	<ul style="list-style-type: none"> Initial \$25.50 into RA Post Appeal: \$25.50 added to RA and \$51 rebated by Appeal Rebate Date
J.	<ul style="list-style-type: none"> COMPANY timely fair pays bill at 50% Appeal cuts value by 50% Rebate 100% 	<ul style="list-style-type: none"> \$50 initial tax payment Post Appeal: no payment/refund 	<ul style="list-style-type: none"> Initial \$50 into RA Post Appeal: \$50 rebated from RA by Appeal Rebate Date

K	<ul style="list-style-type: none"> • COMPANY timely fair pays bill at 50% • No change of value • Rebate 25.5% 	<ul style="list-style-type: none"> • \$50 initial tax payment • Post Appeal: \$50 additional tax payment 	<ul style="list-style-type: none"> • Initial \$12.75 into RA • Post Appeal: \$12.75 added to RA and \$25.50 rebated by Appeal Rebate Date
L	<ul style="list-style-type: none"> • COMPANY timely fair pays bill at 50% • Appeal cuts value by 25% • COMPANY untimely pays additional payment, incurring \$10 penalty/interest • Rebate 25.5% 	<ul style="list-style-type: none"> • \$50 initial tax payment • Post Appeal: \$35 additional tax payment (\$25 additional tax plus \$10 penalty/interest) 	<ul style="list-style-type: none"> • Initial \$12.75 into RA • Post Appeal: \$6.375 added to RA and \$19.125 rebated by Appeal Rebate Date
M	<ul style="list-style-type: none"> • COMPANY timely fair pays bill at 50% • Appeal cuts value by 75% • Rebate 25.5% 	<ul style="list-style-type: none"> • \$50 initial tax payment • Post Appeal: \$25 refund issued by A/C and funded by CITY 	<ul style="list-style-type: none"> • Initial \$12.75 into RA • Post Appeal: \$6.375 rebated by Appeal Rebate Date; remaining \$6.375 released to CITY

