

authorized and constitutes the valid and binding obligation of Advario from and after execution hereof by all Parties.

II. CONDITIONS PRECEDENT

2.1. The City of Texas City properly complied with the notice and public hearing requirements for the designation of a reinvestment zone pursuant to Sec. 312.201 of the Texas Property Tax Code and did thereby designate the Texas City Gulf Coast Reinvestment Zone No. 2 (i.e., the Reinvestment Zone) by Ordinance No. 22-09 adopted on May 4, 2022, (the “**Reinvestment Zone Ordinance**”) attached hereto as Exhibit A. The City properly approved the Company’s Tax Abatement Application (“**Abatement Application**”) which is attached hereto as Exhibit B and authorized the City to enter into this Agreement with Company for the abatement of certain ad valorem taxes pursuant to Chapter 312 of the Tax Code, as provided in this Agreement as evidenced by Ordinance No. 22-____ adopted on December ____, 2022 (“**Abatement Ordinance**”), which is attached hereto as Exhibit C. The Parties agree the recitations, findings, and representations contained in the Reinvestment Zone Ordinance, the Abatement Application and any amendments thereto, and the Abatement Ordinance adopted by the City are true and correct and are hereby incorporated into this Agreement by reference. In the event of any conflict between the terms of this Agreement and the terms of the Abatement Application, the terms of this Agreement shall control and the terms of the Abatement Application shall be automatically amended to conform to the terms of this Agreement.

III. DEFINITIONS, GUIDELINES & CRITERIA

3.1. As used in this Agreement, the following terms shall have the meanings set forth below:

- a. The “**2022 Certified Appraised Value**” means the January 1, 2022 value of all taxable property located within the Texas City Gulf Coast Reinvestment Zone No. 2 as certified by the Galveston Central Appraisal District as of that date.
- b. “**Improvements**” means the buildings or portions thereof and other improvements, including the marine terminal loading dock structure consisting of a new dock and trestle, new pipe rack, new mooring and breasting dolphins, dock protection

piles, and other improvements used for commercial or industrial purposes that are constructed by Advario on the Property after January 1, 2022.

- c. **“Construction Phase”** means a material and substantial improvement of the Property which represents a separate and distinct construction operation undertaken for the purpose of constructing the Improvements. The period of Construction Phase ends upon substantial completion of the Improvements upon the Property, as such terms are defined herein.
- d. **“Abatement”** means the full or partial exemption from ad valorem taxes of all taxable property in the Reinvestment Zone designated for economic development purposes.
- e. **“Eligible Abatement Property”** means the buildings, structures, fixed machinery, equipment and improvements necessary to the operation and administration of the Improvements constructed, installed or moved on the Property after the date of execution of this Agreement. A list of Eligible Abatement Property is set forth in the Abatement Application. During the Construction Phase of the Improvements, Company may make such change orders relating to the construction of such Improvements as are reasonably necessary to accomplish their intended use.
- f. **“Ineligible Abatement Property”** means land, inventories, supplies, tools, furnishings, and other forms of movable personal property, including but not limited to, vehicles, vessels, aircraft, housing, lodging or office accommodations, deferred maintenance investments, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion, and any improvements including those to produce, store, or distribute natural gas, fluids or gases, which are not necessary to the operation of the Improvements and that has an economic life of less than fifteen (15) years.
- g. **“Affiliate”** of any person or entity identified in this Agreement means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For purposes of this definition, the term **“control”** when used with respect to any person or entity in conjunction with the term “affiliate” means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity,

directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing term “**control**” as herein defined.

- h. “**Force Majeure**” means an event or occurrence caused by (i) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over Company or the Project; (ii) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (iii) the action, judgment or decree of any court having competent jurisdiction; (iv) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, sinkholes, evacuation due to threats of sinkholes, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, pandemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require Company to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend (over which the Company has no reasonable control) franchises, licenses or permits, loss, interruption, curtailment, failure or inability to obtain (over which the Company has no reasonable control) electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of Company to ship or failure of carriers to transport electricity from Company’s facilities; or (v) any other cause (except financial), whether similar or dissimilar, over which Company has no reasonable control and which forbids or prevents performance.

3.2. The tax abatement guidelines and criteria for granting tax abatements within the jurisdictional limits of the City, which the City re-adopted on May 19, 2021 by Resolution No. 21-038, which is attached hereto as Exhibit D and incorporated herein by reference and made a part hereof, are applicable to this Agreement and are incorporated herein by reference, together with any applicable amendments (“**City Guidelines and Criteria**”). The City has determined that the terms of this Agreement and the Property subject to this Agreement meet or otherwise satisfy the applicable City Guidelines and

Criteria for granting tax abatements and all other terms and conditions as established by the City.

IV. SUBJECT PROPERTY

4.1. The Texas City Gulf Coast Reinvestment Zone No. 2, as designated by the Reinvestment Zone Ordinance is an area within the jurisdictional limits of the City of Texas City, Galveston County, Texas, comprising approximately one hundred fifty-four (154) acres of land, more or less, generally described in Exhibit A attached hereto and incorporated herein.

4.2. The 2022 Certified Appraised Values for the Land, Improvements and Tangible Personal Property located within the Reinvestment Zone that will be hereafter certified by the Galveston Central Appraisal District in accordance with applicable law are hereby incorporated in this Agreement by reference.

4.3. Company estimates the appraised values of Land, Improvements and Tangible Personal Property located on the Property within the Reinvestment Zone to be at least the following:

	Land	Improvements	Total
Taxable Value as of January 1 st <i>Preceding</i> Tax Abatement Agreement	<u>\$ 2,187,060¹</u>	<u>\$ 25,733,000</u>	<u>\$ 27,920,060</u>
Stated Taxable Value of New Abatable Investment	<u>\$ 0</u>	<u>\$ 40,000,000</u>	<u>\$ 40,000,000</u>
Estimated Total Taxable Value of Project <i>Upon Completion</i> and <i>After</i> Tax Abatement Expires	<u>\$ 2,187,060</u>	<u>\$ 65,733,333</u>	<u>\$ 67,920,393</u>

The above estimated appraised values will be subject to all forms of depreciation over time and may be subject to further change based on actual appraised values as may be established by the Galveston Central Appraisal District. Estimated figures relating to taxable value of abated properties after abatement expires are based on impact forecast given by Moak, Casey & Associates to Texas City Independent School District.

¹ 2022 Appraised Value for Property ID 424200 according to Galveston County Appraisal District.

4.4. The Galveston Central Appraisal District will establish a separate account or accounts for the Eligible Abatement Property.

V. VALUE AND TERM OF AGREEMENT

5.1. The Abatement provided for in this Agreement shall become effective on the January 1, 2024 valuation date as authorized by Sec. 312.007 of the Tax Code. In each year this Agreement is in effect, the amount of abatement shall be equal to the percentage as indicated in the Tax Abatement Schedule (“**Schedule**”) below. The appraised value, as defined in the Texas Property Tax Code, of Eligible Abatement Property shall be abated in accordance with the Schedule below:

TAX ABATEMENT SCHEDULE

<u>Tax Year Abated</u>	<u>Percentage of Value Abated</u>
2024	50%
2025	50%
2026	50%
2027	25%
2028	25%
2029	25%
2030	12.5%
2031	12.5%
2032	12.5%
2033	12.5%

VI. TAXABLE VALUE

- 6.1. During the period that this tax abatement is effective (“**Abatement Period**”):
- a. The appraised value of Ineligible Abatement Property shall be fully taxable; and
 - b. The appraised value, as defined in the Texas Property Tax Code, of Eligible Abatement Property shall be abated as set forth above under Article V entitled “VALUE AND TERM OF AGREEMENT”; and
 - c. The Company is authorized to protest the appraised value of the Project established annually by the Galveston County

Appraisal District; however, in exercising such authority the Company shall not protest an appraised value of the Project's for an amount less than forty million dollars (\$40,000,000).

VII. CONTEMPLATED IMPROVEMENTS AND MINIMUM PROJECT VALUE

7.1. As set forth in Company's Application dated July 1, 2019, and supplemented on October 10, 2022, which is incorporated herein for all purposes, Company represents that it will construct or otherwise complete the Improvements, with an estimated value of **\$44,982,000** (all such Improvements, the "**Project**"), within two years of the effective date of the Company's Application Agreement, but in no event later than one year following the execution of this Agreement. During the Construction Phase, Company may make such change orders relating to the construction of the Eligible Abatement Property as are reasonably necessary to accomplish its intended use but in no event shall that mean a reduction in the estimated minimum value of the Project of an amount less than **\$40,000,000**. All Improvements shall be completed in accordance with all applicable laws, ordinances, rules, or regulations.

7.2 Upon the Company's completion of construction of the Improvements for the Project, and such construction costs and capital investment is less than the estimated \$44,982,000, then the Parties agree the minimum value of the Project and related Improvements shall equal **\$40,000,000** and such value shall serve to establish the minimum appraised value for the Project during the term of this Agreement.

VIII. LIABILITY

8.1. No Assumption by the Parties: By executing and performing in accordance with this Agreement, Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the City is responsible that is not otherwise addressed by this Agreement. In addition, Company assumes no legal liability for the actions of the City through Company's execution of and performance under this Agreement. Likewise, the City assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Improvements for which Company is responsible that is not otherwise addressed by this Agreement. In addition, the City assumes no legal liability for the actions of Company or its successors or assigns by virtue of the City's execution of this Agreement.

8.2. Agents: Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

IX. EVENTS OF DEFAULT / TERMINATION

9.1. Events of Default: Following the Parties' execution of this Agreement, the City may declare Company in default hereunder if Company:

- a. fails to commence construction of the Improvements within two (2) years from the effective date of the Company's Application, or
- b. fails to complete construction or place the Improvements in service within one (1) year of the effective date of this Agreement; or
- c. breaches in any material respect any representation given in this Agreement including but not limited to the guaranteed minimum value threshold of \$40,000,000.00 upon the expiration of this Agreement.

9.2. Notice and Right to Cure Events of Default: If the City declares that Company is in default under this Agreement, the City must notify Company in writing. If

Company's default is not cured within sixty (60) days from the date of such notice ("**Cure Period**"), then, as the sole and exclusive remedy of the City for such default, the City may terminate this Agreement by providing further written notice thereof to Company. If Company's default cannot with due diligence be cured within the Cure Period, then subject to the provisions of Section 9.2(a) below, the Cure Period shall be automatically extended for so long as Company is using commercially reasonable efforts to continue to cure Company's default if Company (i) notifies the City of Company's intention to institute steps reasonably necessary to cure Company's default, (ii) institutes steps to cure Company's default and uses commercially reasonable efforts to pursue the remedy of Company's default, and (iii) if applicable, submits a proposed schedule for the completion of the Improvements, a reasonable explanation concerning the reason for the delay, and a reasonable estimate of the overall percent of the Improvements that is completed as of the date of the City's notice of default.

- a. If after extending the Cure Period in accordance with this Section 9.2., Company has not cured its default within two hundred forty (240) days from the date the City delivered its written notice to Company and the City and Company mutually agree that the continued use of commercially reasonable efforts to cure such default will not be successful, then there shall be no Abatement, as provided for herein, for the year in which the Company's default first occurred.
- b. In no event shall this Section 9.2 supersede Sections 9.3 through 9.6 below.

9.3. Grounds for Termination: In the event Company (i) allows its ad valorem taxes on the Improvements or Ineligible Abatement Property to become delinquent or fails to timely and properly follow the legal procedures for the protest and appeal of the ad valorem taxes on the Improvements or Ineligible Abatement Property in accordance with this Agreement or (ii) defaults under this Agreement and fails to cure as provided by Section 9.2.

9.4. City Recapture of Taxes for Default: In the event the City terminates this Agreement pursuant to the provisions of this Article IX as a result of an event of default set forth in Section 9.1(a), 9.1(b), or 9.1(c), the City shall be entitled to recapture current

year taxes abated pursuant to this Agreement. The recaptured taxes shall be the amount equal to (i) the amount of taxes that would have been due for the tax year in which the Company's default occurred with respect to Eligible Abatement Property if such taxes had not been abated by virtue of this Agreement, which amount shall be paid by Company to the City within sixty (60) days of the termination, together with all penalties and interest as required by the Texas Property Tax Code.

9.5. City Recapture of Taxes for Termination: In the event the City terminates this Agreement pursuant to the provisions of this Article IX as a result of any event of default set forth in Section 9.1 or for the reasons set forth in clause "(i)" of the first sentence of Section 9.3 hereof, the City shall be entitled to recapture taxes previously abated pursuant to this Agreement in an amount equal to (i) the amount of taxes that would have been due for the tax year in which the ground for termination occurred and for the immediate prior tax year with respect to Eligible Abatement Property if such taxes had not been abated by virtue of this Agreement, which amount shall be paid by Company within sixty (60) days of the termination, together with all penalties and interest as required by the Texas Property Tax Code.

9.6. Discontinuation of Operation; Abandonment: In the event the Improvements are completed and Company begins operating the marine terminal loading dock for its intended purpose, but subsequently discontinues such operation for any reason (excepting fire, explosion, or other casualty, accident, or natural disaster or governmental mandate or declaration of force majeure under any agreement entered into by Company) for a period of two (2) years during the Abatement Period, then the City shall have the right to terminate this Agreement by providing thirty (30) days prior written notice to Company; *provided*, that if Company resumes operations prior to the end of such thirty (30) day period, this Agreement shall terminate. In the event of termination pursuant to the provisions of this Section 9.6, the abatement of the taxes for the calendar year during which the Company no longer operates the marine terminal loading dock shall terminate. The taxes not otherwise previously abated in accordance with this Agreement shall be paid to the City prior to the delinquency date for such year. In no event shall Company be required to pay such taxes within less than sixty (60) days of the date of any such termination pursuant to this Section 9.6.

X. EQUITABLE RELIEF

10.1. The City's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement.

XI. ADMINISTRATION

11.1. Administration by City Mayor: This Agreement shall be administered on behalf of the City by its Mayor or his/her designee pursuant to the City's direction or by such other representative designated by City. Upon completion of the Improvements, the City shall annually evaluate the Improvements to ensure compliance with this Agreement.

11.2. Annual Determination by Appraiser: The Chief Appraiser of the Galveston Central Appraisal District shall annually determine (i) the taxable value pursuant to the terms of this Agreement of the real and tangible personal property located within the Reinvestment Zone and (ii) the full taxable value without abatement of the real and tangible personal property located within the Reinvestment Zone. The Chief Appraiser shall record both the abatement taxable value and the full taxable value in the appraisal records. The full taxable value listed in the appraisal records shall be used to compute any recapture. Each year the Company shall furnish the Chief Appraiser with the information required by Chapter 22, Tax Code, V.T.C.A. Such information shall also be provided to the City in preparation of its annual evaluation for compliance with this Agreement.

11.3. City Inspection Rights: Company will provide access to and authorizes inspection of the Eligible Abatement Property by City employees for the purpose of ensuring that the improvements or repairs thereto are made according to the specifications and conditions of this Agreement.

11.4. Annual Company Compliance Certificate: Company shall annually certify to the City that it is in compliance with all applicable terms of this Agreement.

XII. ASSIGNMENT

12.1. Assignment: Company may assign this Agreement to an Affiliate without the written consent of the City provided that Company shall provide written notice of such assignment to the City. Except as otherwise provided in the immediately preceding

sentence, Company may assign this Agreement with the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement.

XIII. NOTICE

13.1. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be served when it is transmitted by registered or certified mail, return receipt requested, in a United States Post Office, addressed to the City or Company. Notices shall be deemed to be delivered upon receipt. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Company:

ADVARIO TEXAS CITY, L.P.
ATTN: MAURICIO PRUDENCIO
9805 KATY FREEWAY, SUITE 400
HOUSTON, TEXAS 77024

WITH A COPY TO:

BOYAR MILLER
ATTN: LARRY WILSON / BLAKE ROYAL
2925 RICHMOND AVENUE, 14TH FLOOR
HOUSTON, TX 77098

To the City:

CITY OF TEXAS CITY
ATTN: CITY SECRETARY
1801 9TH AVENUE NORTH
TEXAS CITY, TX 77590

WITH A COPY TO:

CITY OF TEXAS CITY
ATTN: EXECUTIVE DIRECTOR OF MANAGEMENT SERVICES
1801 9TH AVENUE NORTH
TEXAS CITY, TX 77590

13.2. Either Party may designate a different address by giving the other Party ten (10) days written notice.

XIV. AUTHORITY

14.1. Each of the Parties hereto represents and warrants to the other Party that (i) it has all requisite power and authority to execute and deliver, to perform its obligations under and to consummate the transactions contemplated by this Agreement and (ii) the execution and delivery of this Agreement, the performance of its obligations under and the consummation by each Party of the transactions contemplated by this Agreement, have been duly authorized by all requisite corporate authority on the part of Company and by all requisite governmental authority on the part of the City and (iii) upon execution and delivery of this Agreement, this Agreement will constitute valid and binding legal obligations of such Party.

XV. EFFECTIVE DATE AND EXPIRATION DATE

15.1. This Agreement may be executed in counterparts and the effective date of the Agreement shall be the date the Mayor actually executes this Agreement subject to the City's authorization by Ordinance and any terms or conditions associated therewith.

15.2. This Agreement shall expire on December 31, 2033, unless otherwise terminated earlier pursuant to Article IX hereof. Any rights or obligations of the Parties to protest the appraised value of the Project, or abate, collect or pay any ad valorem taxes becoming due shall survive the termination of this Agreement.

XVI. MISCELLANEOUS

16.1. Further Assurances: In the event any further documentation or information is required for this Agreement to be valid, then the Parties to this Agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this Agreement; *provided, however*, that the Parties shall not be required to do anything that has the effect of changing the

essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this Agreement; provided, however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.

16.2. Recordation: The City agrees to record a certified copy of this Agreement in the Deed Records of Galveston County, Texas, and to request that the chief appraiser of Galveston Central Appraisal District deliver, by July 1 of the year following the year in which the abatement agreement is executed, a copy of this tax abatement agreement to the Texas Comptroller of Public Accounts pursuant to Texas Tax Code Sec. 312.005(a)(2).

16.3. Governing Law; Venue: This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Galveston County, Texas.

16.4. Modification: This Agreement shall be subject to change, modification or, except in the event of default which has not been cured as provided herein, termination, only with the mutual written consent of the City and Company unless otherwise specifically provided for herein.

16.5. Disclaimer: Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns.

16.6. Waivers: Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

16.7. Approvals or Consents: Approvals or consents required or permitted to be given under this Agreement shall be evidenced by a resolution, or minute order adopted by the governing body or board of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or

consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

16.8. Parties in Interest: This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

16.9. Merger: This Agreement and its incorporated Exhibits contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto or relating to the subject matter hereof are superseded by this Agreement.

16.10. Authorization: Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

16.11. Severability: If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application of such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in a mutually acceptable manner so as to affect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 16.11, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency,

regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

16.12. Payment of Expenses: Except as otherwise expressly provided in this Agreement, or by separate written agreement of the Parties, (i) each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement, and (ii) in the event of a dispute between the Parties in connection with this Agreement, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of all reasonable and necessary attorneys' fees (including a reasonable hourly fee for in-house legal counsel), costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

16.13. Force Majeure: In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence. Notwithstanding the foregoing, in no event shall the tax abatement provided for in this Agreement exceed a period of ten (10) years in accordance with state law.

16.14. Interpretation: When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase "but not limited to"

words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

16.15. Sovereign Immunity: Nothing in this Agreement shall constitute or be interpreted as the City's express or implied waiver of its governmental or sovereign immunity as to liability, or constitute or be interpreted as the City's express or implied consent to suit.

16.16. Boycott Israel: In accordance with Texas Government Code Chapter 2270, the Company verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

16.17. Anti-Terrorism: In accordance with Texas Government Code Section 2252.152, the Company represents that it has no contacts with companies engaged in business with Iran, Sudan, or other foreign terrorist organizations as determined by the list maintained by the Texas Comptroller according to sections 806.061, 807.051 or 2252.153 of the Texas Government Code.

16.18. Counterparts: This complete Agreement has been executed by the Parties in multiple originals, each having full force and effect.

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SCHEDULE OF EXHIBITS

- Exhibit A – Texas City Ordinance 2022-09 (Reinvestment Zone Ordinance)
- Exhibit B – Advario Texas City, L.P. Tax Abatement Application (and amendments)
- Exhibit C – Ordinance No. 22-_____ (Abatement Ordinance)
- Exhibit D – Resolution No. 21-038 (Tax Abatement Guidelines & Criteria)

Exhibit A
Texas City Ordinance 22-09
(Reinvestment Zone Ordinance)

Exhibit B
Advario Texas City, L.P. Tax Abatement Application
with amendments

Exhibit C
Ordinance No. 22-_____
(Abatement Ordinance)

Exhibit D
Resolution No. 21-038
(Tax Abatement Guidelines & Criteria)

