

**AMENDMENT NO. 1  
TO  
AGREEMENT  
BETWEEN  
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
AND EXXON MOBIL CORPORATION**

This **AMENDMENT NO. 1 TO AGREEMENT** (this “**Amendment No. 1**”) is entered into by and between **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (“**GCCISD**”) and **EXXON MOBIL CORPORATION**, a New Jersey corporation formerly known as Exxon Corporation (“**EXXON**”). **GCCISD** and **EXXON** may hereafter be referred to collectively as the “**Parties**” and individually as a “**Party**.” Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, Foreign Trade Zone No. 84 (“Foreign Trade Zone No. 84”) has been designated as a general purpose zone under grant of authority from the Foreign-Trade Zones Board to Port of Houston Authority of Harris County, Texas (“**Grantee**”); and,

**WHEREAS**, the Foreign-Trade Zones Board granted subzone status (Subzone 84O) in Foreign Trade Zone No. 84 to the “**COMPLEX**” (as defined in the Agreement); and,

**WHEREAS**, **GCCISD** and **EXXON** entered into that certain Agreement dated September 11, 1995 (the “**Agreement**”), pursuant to which **EXXON** agreed to compensate **GCCISD** for certain adverse revenue impacts to **GCCISD** that result from such subzone status granted to the **COMPLEX** and certain rights of **EXXON** under 19 U.S.C. § 810(e) to exemption of inventories, and products thereof, from ad valorem taxes levied by **GCCISD**; and,

**WHEREAS**, **EXXON** has requested that **GCCISD** support an application to the Foreign-Trade Zones Board (the “**FTZ Application**”) to amend the existing subzone designation to include additional parcels of real property in the **COMPLEX** granted subzone status, such additional parcels of real property being more particularly described in **Exhibit B** attached hereto (the “**Additional Parcels**”); and,

**WHEREAS**, a letter executed by **GCCISD** in support of the FTZ Application will aid **EXXON**’s efforts to include the Additional Parcels in the **COMPLEX** granted subzone status; and,

**WHEREAS**, in consideration of such support, the Parties desire to amend the Agreement to (i) include the Additional Parcels in the defined term “**COMPLEX**” that is subject to the terms and provisions of the Agreement, and (ii) include a notice provision providing contact information for the Parties; and,

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the undersigned Parties, intending to be legally bound, do hereby covenant and agree as follows:

1. **Amendments.** Effective as provided in Section 2 below, the Agreement shall be amended as follows:

- (a) **Recital.** The first Recital of the Agreement is hereby amended to read in its entirety as follows:

“WHEREAS, **EXXON** is seeking a designation of its Baytown Complex defined as The Exxon USA Baytown Refinery, The Exxon Baytown Chemical Plant, The Baytown Olefins Plant, and The Exxon Chemical Technology Center (“COMPLEX”) as a foreign trade subzone, including, but not limited to, the parcels of real property more particularly described in Exhibit “B” attached hereto;”

- (b) **New Section 12 (Notice).** The Agreement is hereby amended to add the following new Section 12 to read in its entirety as follows:

“12. Notice. All notices, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) upon actual receipt or refusal of delivery or (b) if earlier, and whether or not actually received, (i) one (1) business day after deposit with a recognized overnight delivery service (such as DHL, Federal Express or UPS) for next business day delivery, properly addressed to the intended recipient, with delivery charges prepaid by, or billed to, the sender, or (ii) three (3) business days after deposit with the United States mail, registered or certified mail, return receipt requested, postage prepaid, properly addressed to the intended recipient. Notwithstanding the foregoing, City and Company may from time to time agree upon other means of notice, as between City and Company. The initial notice addresses for the Parties are as follows:

**GCCISD:**

Dr. Randal O’Brien (or his successor)  
Superintendent of Schools  
Goose Creek Consolidated Independent School District  
4544 Interstate 10 East  
P.O. Box 30  
Baytown, Texas 77522  
Phone: (281) 707-3220  
Facsimile: (281) 420-4815  
Email: randal.obrien@gccisd.net

**EXXON:**

Exxon Mobil Corporation  
Attn: Lauro A. Porto  
Property Tax Division Manager  
Exxon Mobil Corporation  
P.O. Box 64106  
Spring, Texas 77387-4106  
Phone: (346) 467-9813  
Facsimile: N/A  
Email: lauro.a.porto@exxonmobil.com

Each Party may change its address for receipt of notices from time to time by at least ten (10) days prior written notice of such change to the other Party in accordance with this Section 12."

2. **Effectiveness of Amendments.** The amendments to the Agreement described in Section 1 above shall become effective and enforceable against the Parties on the date when one or more counterparts have been executed by each of the Parties and delivered to the other Party; provided, however, that the amendment to the Agreement described in Section 1(a) above shall not become effective and enforceable against the Parties prior to the date on which the Foreign-Trade Zones Board has approved subzone status for the Additional Parcels.

3. **Letter of Support.** GCCISD agrees to execute and deliver the letter of support and non-objection substantially in the form shown in **Exhibit A** attached hereto and incorporated herein for all purposes.

4. **Effect.** Except as modified and amended by the terms of this Amendment No. 1, all of the terms, conditions, provisions and covenants of the Agreement are ratified and shall remain in full force and effect, and the Agreement and this Amendment No. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Amendment No. 1 and the Agreement, the terms of this Amendment No. 1 shall prevail.

5. **Binding on Successors and Assigns.** The Agreement, as amended by this Amendment No. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

6. **Counterparts; Execution and Delivery.** This Amendment No. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document, and this Amendment No. 1 shall become effective and enforceable against the Parties on the date when one or more counterparts have been executed by each of the Parties and delivered to the other Party; provided, however, that the amendments to the Agreement described in Section 1 above shall become effective and enforceable against the Parties as provided in Section 2 above. A copy of this Amendment No. 1 that is executed and transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the

original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS HEREOF, **GCCISD** and **EXXON** have caused this Amendment No. 1 to be executed and delivered by their duly authorized representatives on \_\_\_\_\_, 2025.

**EXXON MOBIL CORPORATION**

**GOOSE CREEK CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

BY: \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

**GCCISD ATTEST:**

BY: \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Exhibit A**  
**Letter of Support and Non-Objection**

\_\_\_\_\_, 202\_\_

Ms. Elizabeth Whiteman  
Executive Secretary  
Foreign-Trade Zones Board  
U.S. Department of Commerce  
1401 Constitution Ave., NW, Room 21013  
Washington, DC 20230

**Re: Concurrence for ExxonMobil's Application for a Foreign Trade Zone Expansion**

Dear Ms. Whiteman,

The purpose of this letter is to document the support of Goose Creek CISD (or non-objection) of Exxon Mobil Corporation's boundary modification of their existing Foreign Trade Zone ("FTZ") Subzone within Harris County at 2800 Decker Drive, Baytown, TX 77520.

We believe that expansion of the FTZ designation, if approved, will have a positive impact on local tax revenues and the local economy. We understand that imported inventory and inventory held for export within a FTZ will be exempt from certain state and local ad valorem taxes by 19 U.S.C. §810(e).

We also understand that this letter will be included as part of the boundary modification application, and as such, we respectfully request the FTZ Board's favorable consideration of said application as we do not have an objection to the designation of the subzone.

Sincerely,

Dr. Randal O'Brien, Ed.D.  
Superintendent of Schools  
Goose Creek Consolidated Independent School District

**Exhibit B**  
**Additional Parcels**