

**FOREIGN TRADE ZONE
TAX EQUIVALENCY AND CONTRIBUTION AGREEMENT**

This Agreement is entered into by and between the **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (hereinafter "*GCCISD*" or "*District*") and **DIXIE CULLEN INTERESTS INC.** (hereinafter "*Operator*"), hereinafter collectively referred to as "*Parties*", upon the terms and conditions set forth herein.

RECITALS

WHEREAS, Operator is seeking a designation of its property described in EXHIBIT A (hereinafter, "the Property"), attached hereto and incorporated for all purposes, as a new Usage Driven Foreign-Trade Zone site, within Foreign Trade Zone No. 171; and,

WHEREAS, Operator has requested that a Non-Opposition Letter in the form set forth in the attached EXHIBIT B executed by GCCISD in support of designation of the Property as a new Usage Driven Foreign-Trade Zone site, within Foreign Trade Zone No. 171 will aid Operator's efforts to obtain the designation; and,

WHEREAS, the Parties, after consulting with respect to the financial consequences of the creation of a Foreign-Trade Zone on the property, agree that, in the absence of this Agreement, the establishment of a FTZ will create a negative financial consequence to GCCISD; and,

WHEREAS, Operator's intent is to cause no net loss of tax revenue or financial harm to GCCISD as a result of its Foreign-Trade Zone site status; and,

WHEREAS, Operator wishes to make a contribution in support of GCCISD's mission, goals, and objectives; and,

NOW, THEREFORE, it is agreed by GCCISD and Operator that:

1. Term of Agreement. The Parties agree and understand that this Agreement is being offered by Operator as an inducement for the District to execute a Non-Opposition Letter in connection with its application for the creation of a new Usage Driven Foreign-Trade Zone site, within Foreign Trade Zone No. 171 (hereinafter, "FTZ Usage-Driven Site") at its facilities in Chambers County, Texas. The Parties understand the creation and operation of the FTZ Usage-Driven Site will have ongoing financial consequences to the District, which are intended to be addressed herein. Accordingly, it is the intent of the Parties hereto that this Agreement shall first take effect upon its execution and that **THE TERM HEREOF WILL CONTINUE SO LONG AS OPERATOR OR EACH AND EVERY OF ITS SUCCESSORS IN INTEREST OPERATE THE FTZ USAGE-DRIVEN SITE** described in EXHIBIT A attached hereto and incorporated herein by reference for all purposes.

2. Definitions. Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning, to-wit:

“District” or “GCCISD” means the Goose Creek Consolidated Independent School District.

“Exempted Personal Property” means the personal property exempted by 19 U.S.C. 81o or its successor statute as a result of Foreign-Trade Zone status being granted to the Property. It includes personal property and/or inventory located within the FTZ Usage-Driven Site, which is exempt from District levied *ad valorem* property taxes under the Foreign-Trade Zone Act. Such Exempted Personal Property may or may not belong to Operator or its successors but may belong to third parties who locate their facilities or personal property within the FTZ Usage-Driven Site located on the Property.

“Foreign-Trade Zone Usage-Driven Site” or “FTZ Usage-Driven Site” means the property described in EXHIBIT A, attached hereto and incorporated herein by reference for all purposes offered by Exempted Personal Property, that may or may not belong to Operator or its successors but may belong to third parties who locate their facilities or personal property within the FTZ Usage-Driven Site located on the Property. The Parties further agree that the negative financial consequences accounted for below will accrue to GCCISD irrespective of the ownership of the property within the FTZ Usage-Driven Site.

“Law” means 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.

“Non-Opposition Letter” means the letter shown in EXHIBIT B attached hereto and incorporated herein for all purposes.

“Operator” means Dixie Cullen Interests Inc.

3. Intent of the Parties. Parties agree and understand that the Exempted Personal Property may or may not belong to Operator or its successors but may belong to third parties who locate their facilities or personal property within the FTZ Usage-Driven Site located on the Property. The Parties further agree that the negative financial consequences discussed below will accrue to GCCISD irrespective of the ownership of the property within the FTZ Usage-Driven Site. In order to properly allocate the responsibility for the reimbursement of the negative financial

consequences to Goose Creek CISD, as discussed above in the Recitals, Dixie Cullen Interests Inc. shall require that all of its customers owning, storing (or intending to do so) FTZ Inventory within the FTZ Usage–Driven Site shall be required, as a condition of their being granted permission to store FTZ property within the Site, be required to execute the Customer Waiver Agreement attached hereto as EXHIBIT C.

Operator shall not be liable to GCCISD for the failure of one or more of its customers to make payments to GCCISD as required by EXHIBIT C so long as Operator has secured the execution of each such customer of such EXHIBIT C. In the event that GCCISD suffers a financial loss due to the Fact that Operator has failed to secure the execution of EXHIBIT C from any customer, Operator shall be responsible to indemnify GCCISD for such loss.

4. Non-Opposition Letter. In consideration for the promises, financial contributions, and other consideration stated herein, GCCISD agrees to execute the Non-Opposition Letter in the form shown in EXHIBIT B attached hereto and incorporated herein for all purposes.

5. Supporting Records. Prior to December 1st of each year during which this Agreement is in effect, GCCISD will provide to Operator, and applicable cargo owner (customer of Access World), supporting documentation for the calculations used to arrive at the amount of the contribution, including a breakdown of: 1) total personal property; 2) total Exempted Personal Property which is not subject to tax because of the federal preemption applicable to FTZ Usage-Driven Site personal property; and, 3) any other inventory held for export. Operator agrees to provide any required additional supporting documentation upon reasonable request by GCCISD and agrees to make its Exempted Personal Property and its inventory records available for inspection by GCCISD or the Chambers County Appraisal District during normal business hours upon reasonable request. If Operator fails or refuses to provide the information necessary for GCCISD or the Chambers County Appraisal District or its successor to determine the correctness of the calculation of the payment due under this contract, then GCCISD shall be entitled to reimbursement of any reasonable expenses, including attorney’s fees and expert witness fees, necessary to obtain such information.

6. Information and Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (*e.g.* by Federal Express) or by registered or certified United States Postal Service to the Party to be notified, with receipt obtained. Each notice shall be deemed effective on receipt by the addressee.

Notices to the GCCISD shall be addressed to its Authorized Representative as follows:

Randal O'Brien, Superintendent
GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
P.O. Box 30
Baytown, Texas 77522
E-mail: randal.obrien@gccisd.net

or at such other address or to the attention of such other person as the District may designate by written notice to the Operator.

Notices to the Operator shall be addressed to:

DIXIE CULLEN INTERESTS
8501 East Freeway
Houston, Texas 77029
E-mail: info@dixiecullen.com

or at such other address or to such other facsimile number and/or electronic mail transmission and to the attention of such other person as the Operator may designate by written notice to the District.

7. Effective Date, Termination of Agreement. This Agreement shall become effective on the date of final approval of this Agreement by the GCCISD's Board of Trustees.

8. Amendments to Agreement; Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. 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.

9. Assignment. Operator may not assign this Agreement, without the express consent of GCCISD. In the event of such assignment, Operator's assignee will be liable to GCCISD for outstanding obligations arising under this Agreement.

10. Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

11. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Chambers County, Texas.

12. Authority to Execute Agreement. 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.

13. 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 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 shall negotiate in good faith to modify this Agreement in an acceptable manner so as to the effect of the original intent of the Parties and as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 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.

14. Payment of Expenses. Except as otherwise expressly provided in this Agreement, or as covered by the application fee, 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.

15. 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.

IN WITNESS WHEREOF, this Agreement has been approved by the Board of Trustees of Goose Creek Consolidated Independent School District on the 9th day of September 2024, and executed by the Parties in multiple originals.

DIXIE CULLEN INTERESTS INC.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Todd Ruden, President

By: _____

HELEN BERROTT-SIMS
President
Board of Trustees

ATTEST:

JAMES CAMPISI
Secretary
Board of Trustees

EXHIBIT A

Proposed Foreign Trade Zone Usage-Driven Site Map

EXHIBIT B

Non-Opposition Letter

(Draft Letter follows)

GCCISD Letterhead

September __, 2024

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

Re: Non-opposition to the Dixie Cullen Interests Inc. Application for a Foreign-Trade Zone Usage-Driven Site Designation

Dear Ms. Whiteman:

This letter serves as non-opposition to the Dixie Cullen Interests Inc. Application for a Foreign-Trade Zone Usage-Driven Site designation within the Goose Creek Consolidated Independent School District area located at 4224 Barge Dock Road, Baytown, Texas 77523

We have been informed that the proposed designation will be sponsored by the Liberty County Economic Development Corporation, Grantee of Foreign-Trade Zone No. 171. We believe that such designation, if approved, will have a positive impact on local tax revenues and the local economy. We understand that personal property admitted into an activated Foreign-Trade Zone Usage-Driven Site will be exempt from certain state and local ad valorem taxes by 19 U.S.C. 81o or its successor statute.

We also understand that this letter will be included as part of the Application, and as such, we respectfully request the Foreign-Trade Zones Board's favorable consideration of said Application.

Sincerely,

[NAME]
Board President
Goose Creek Consolidated ISD Board of Trustees

EXHIBIT C

Customer Waiver Letter - Form