



# Administrative Package Cover Page

**This file contains the following documents:**

1. Summary of application (in plain language)
  - English
  - Alternative Language (Spanish)
2. First Notice (NORI-Notice of Receipt of Application and Intent to Obtain a Permit)
  - English
  - Alternative Language (Spanish)
3. Application materials



# Portada de Paquete Administrativo

**Este archivo contiene los siguientes documentos:**

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
  - Inglés
  - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
  - Inglés
  - Idioma alternativo (español)
3. Solicitud original



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### **SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS**

Green Energy Origin Texas LLC (CN 606336642) for proposed POV Electrolyte Plant (RN112105655), an electrolyte production facility for lithium-ion batteries. The facility will be located at 1064 FM1432, in Victoria, Victoria County, Texas 77905. The application seeks a new TPDES permit to discharge 3.33 million gallons per day (MGD) of a treated wastewater from the facility.

Discharges from the facility are expected to contain total organic carbon, total suspended solids, nitrogen, phosphorus, fluorine, oil and grease, total dissolved solids, adsorbable organic halogens (AOX), liner alkylbenzene sulfonate (LAS), hydrogen fluoride, and fluoride. The process wastewater, contaminated and uncontaminated stormwater, and sanitary wastewater from the facility will be treated by three separate treatment plants.

The Flushing wastewater treatment plant will treat the wastewater from the production area, floor flushing runoff from the loading and unloading area, contaminated rainwater from tank farm, and wastewater from laboratory. Wastewater from these sources will be collected in an Influent Pit, pre-treated with activated alumina and carbon, and then processed through multiple treatment stages including screening, lime dosing, settling tanks, and dissolved air flotation (DAF). The solid waste will be dewatered and disposed of as hazardous waste.

The Utility wastewater treatment plant will treat and remove pollutants from wastewater generated by boiler blowdown and other water treatment processes. The influent will be equalized, filtered, and softened with lime to reduce hardness. After pH adjustment, coagulation, and flocculation, a dissolved air flotation (DAF) unit will remove suspended solids and some organic carbon. The treated water will be polished with ultrafiltration before discharge. Solid waste will be thickened, dewatered, and disposed of as non-hazardous waste.

The Sanitary wastewater treatment plant will treat typical domestic wastewater from the Administration Building using Biological Nutrient Removal (BNR) technology to remove TSS, BOD5, NH3-N, TN, and TP. Wastewater will be collected, equalized, screened, and processed in bioreactors and clarifiers, followed by UV disinfection. Stabilized biosolids will be dewatered for offsite disposal. The treated wastewater from all three treatment plants will be combined and discharge via outfall 001.

Green Energy Origin Texas LLC (CN 606336642) propone operar una Planta de Electrolitos (RN112105655), una instalación de producción de electrolitos para baterías de iones de litio. La instalación estará ubicada en 1064 FM1432, en Victoria, Condado de Victoria, Texas 77905. La solicitud busca un nuevo permiso TPDES para descargar 3.33 millones de galones por día (MGD) de aguas residuales tratadas de la instalación.

Se espera que las descargas de la instalación contengan carbono orgánico total, sólidos suspendidos totales, nitrógeno, fósforo, flúor, aceite y grasa, sólidos disueltos totales, halógenos orgánicos adsorbibles (AOX), sulfonato de alquilbenceno lineal (LAS), fluoruro de hidrógeno y fluoruro. Las aguas residuales del proceso, las aguas pluviales contaminadas y no contaminadas, y las aguas residuales sanitarias de la instalación serán tratadas por tres plantas de tratamiento separadas.

La planta de tratamiento de aguas residuales de Flushing tratará las aguas residuales del área de producción, el escurrimiento de la limpieza del piso del área de carga y descarga, el agua de lluvia contaminada de la granja de tanques y las aguas residuales del laboratorio. Las aguas residuales de estas fuentes se recogerán en un pozo de influentes, se pretratarán con alúmina activada y carbón, y luego se procesarán a través de múltiples etapas de tratamiento, incluyendo cribado, dosificación de cal, tanques de sedimentación y flotación por aire disuelto (DAF). Los residuos sólidos se deshidratarán y se dispondrán como residuos peligrosos.

La planta de tratamiento de aguas residuales de servicios públicos tratará y eliminará los contaminantes de las aguas residuales generadas por el purgado de calderas y otros procesos de tratamiento de agua. El influente se igualará, filtrará y ablandará con cal para reducir la dureza. Después del ajuste de pH, coagulación y floculación, una unidad de flotación por aire disuelto (DAF) eliminará los sólidos suspendidos y parte del carbono orgánico. El agua tratada se pulirá con ultrafiltración antes de la descarga. Los residuos sólidos se espesarán, deshidratarán y dispondrán como residuos no peligrosos.

La planta de tratamiento de aguas residuales sanitarias tratará las aguas residuales domésticas típicas del edificio de administración utilizando tecnología de eliminación biológica de nutrientes (BNR) para eliminar SST, DBO<sub>5</sub>, NH<sub>3</sub>-N, TN y TP. Las aguas residuales se recogerán, igualarán, cribarán y procesarán en biorreactores y clarificadores, seguidos de desinfección UV. Los biosólidos estabilizados se deshidratarán para su disposición fuera del sitio. Las aguas residuales tratadas de las tres plantas de tratamiento se combinarán y descargarán a través del vertedero 001.

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT

**PROPOSED PERMIT NO. WQ0005492000**

**APPLICATION.** Green Energy Origin Texas LLC, 25025 Interstate 45 Suite 560, The Woodlands, Texas 77380, which owns a facility that will produce electrolyte for Lithium-ion batteries, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0005492000 (EPA I.D. No. TX0147958) to authorize the discharge of treated wastewater and stormwater at a volume not to exceed a daily average flow of 3,330,000 gallons per day. The facility will be located at 1064 Farm-to-Market Road 1432, near the city of Victoria, in Victoria County, Texas 77905. The discharge route will be from the plant site to a ditch; thence to an unnamed lake; thence to Blue Bayou; thence to Guadalupe River Below San Marcos River. TCEQ received this application on June 9, 2025. The permit application will be available for viewing and copying at Victoria Public Library, 302 North Main Street, Victoria, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-96.952777,28.698333&level=18>

**ALTERNATIVE LANGUAGE NOTICE.** Alternative language notice in Spanish is available at: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

El aviso de idioma alternativo en español está disponible en

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**ADDITIONAL NOTICE.** TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

**PUBLIC COMMENT / PUBLIC MEETING.** You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public

interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

**OPPORTUNITY FOR A CONTESTED CASE HEARING.** After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application.** If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

**TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST:** your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. **If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period.**

**MAILING LIST.** If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

**INFORMATION AVAILABLE ONLINE.** For details about the status of the application, visit the Commissioners' Integrated Database at [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Search the database using the permit number for this application, which is provided at the top of this notice.

**AGENCY CONTACTS AND INFORMATION.** All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at [www.tceq.texas.gov/goto/pep](http://www.tceq.texas.gov/goto/pep). Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Green Energy Origin Texas LLC at the address stated above or by calling Mr. Roy Zhu, Vice President & GM of Engineering Construction Center, at 346-589-4321.

Issuance Date: July 21, 2025

# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA PERMISO

### PERMISO PROPUESTO NO. WQ0005492000

**SOLICITUD.** Green Energy Origin Texas LLC, 25025 Interstate 45 Suite 560, The Woodlands, Texas, la cual posee una planta que producirá electrólitos para baterías de iones de litio, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) para el propuesto Permiso No. WQ0005492000 (EPA I.D. No. TX 0147958) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas [y aguas pluviales] a un volumen que no sobrepasa un flujo promedio anual de 3,330,000 galones por día. La planta estará ubicada en 1064 Farm-to-Market Road 1432, Victoria, en el Condado de Victoria, Texas 77905. La ruta de descarga será desde el sitio de la planta hasta una zanja; de allí a un lago sin nombre; de allí a Blue Bayou; de allí al río Guadalupe debajo del río San Marcos. La TCEQ recibió esta solicitud el día 9 de junio de 2025. La solicitud del permiso estará disponible para revisión y copia en Victoria Public Library, 302 North Main street, Victoria, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud (incluyendo cualquiera actualización) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general de la planta o de la instalación es proporcionado como una cortesía y no hace parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-96.952777,28.698333&level=18>

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la

TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Green Energy Origin Texas LLC en la dirección indicada arriba o llamando a Mr. Roy Zhu, Vice President & GM of Engineering Construction Center al 346-589-4321.

Fecha de emisión: 21 de julio de 2025

## Abesha Michael

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**From:** Dominic Savio, Primrose (Houston) <Primrose.DominicSavio@Worley.com>  
**Sent:** Thursday, July 3, 2025 12:02 PM  
**To:** Abesha Michael  
**Cc:** Luis Mendonca; Roy Zhu; Srinivasan, Priya (Houston)  
**Subject:** RE: Application for Proposed Permit No. WQ0005492000 - Notice of Deficiency Letter  
**Attachments:** Attachment VII-Landowners list\_2025-0702.docx; Landowner cross reference list 2025-0702.docx; Landowners Map 2025-0703.pdf

Hi Abesha,

Thank you for your feedback on this matter. Please find the updated landowner details attached. I believe that we have addressed all items outlined in the deficiency letter. Please let us know if there are any outstanding items or if further action is required.

Thanks,

### Prim Savio

Intermediate Regulatory and Permitting Specialist

5985 Rogerdale Road, Houston, Texas 77072 | USA

Mob: +1 225 281 0155 | GMT – 6

Email: [primrose.dominicsavio@worley.com](mailto:primrose.dominicsavio@worley.com)

[worley.com](https://www.worley.com)



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**From:** Abesha Michael <Abesha.Michael@tceq.texas.gov>  
**Sent:** Wednesday, July 2, 2025 8:03 AM  
**To:** Srinivasan, Priya (Houston) <priya.srinivasan@worley.com>  
**Cc:** Luis Mendonca <LuisMendonca@geosi.com>; Roy Zhu <yzhu@geosi.com>; Dominic Savio, Primrose (Houston) <Primrose.DominicSavio@Worley.com>  
**Subject:** RE: Application for Proposed Permit No. WQ0005492000 - Notice of Deficiency Letter [External Sender]

Good morning,

Thank you for your response email. However, the response is incomplete. The updated landowner map delineated 18 affected landowners, out of 18 the following landowners are not affected owners: 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18. There is no need of delineated on the map since they aren't bordering the property/facility boundary or their land is not affected by the discharge route. The cross-referenced mailing list and mailing labels shows 9 affected landowners'. Please confirm and submit a revised Landowners map, the cross-referenced mailing list, and mailing labels accordingly. Please feel free to call me if this email is not clear.

Thank you,



Abesha H. Michael  
Applications Review & Processing Team  
Water Quality Division Support Section  
Water Quality Division, MC 148  
PO Box 13087  
Austin, Texas 78711  
Phone: o: 512-239-4912  
Email: [abesha.michael@tceq.texas.gov](mailto:abesha.michael@tceq.texas.gov)

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**[www.tceq.texas.gov/customersurvey](http://www.tceq.texas.gov/customersurvey)**

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**From:** Srinivasan, Priya (Houston) <[priya.srinivasan@worley.com](mailto:priya.srinivasan@worley.com)>  
**Sent:** Wednesday, June 25, 2025 3:28 PM  
**To:** Abesha Michael <[Abesha.Michael@tceq.texas.gov](mailto:Abesha.Michael@tceq.texas.gov)>; Mimi Wallace <[mimi.wallace@tceq.texas.gov](mailto:mimi.wallace@tceq.texas.gov)>  
**Cc:** Luis Mendonca <[LuisMendonca@geosi.com](mailto:LuisMendonca@geosi.com)>; Roy Zhu <[yzhu@geosi.com](mailto:yzhu@geosi.com)>; Dominic Savio, Primrose (Houston) <[Primrose.DominicSavio@Worley.com](mailto:Primrose.DominicSavio@Worley.com)>  
**Subject:** RE: Application for Proposed Permit No. WQ0005492000 - Notice of Deficiency Letter

Hey Abesha,

Thank you for your administrative review of our application and for your Notice of Deficiency letter outlining the additional data requirements. Please find our responses to the items listed in the deficiency letter below:

1. Based on the information shared during the call on June 23<sup>rd</sup> with our team (Primrose Savio at Worley), we are disregarding this item. The application has been submitted through STEERS, and per the TCEQ instruction document, no paper copy is required.
2. Please find attached the updated USGS map (File name: USGS Map), which addresses all comments received from TCEQ.
3. Attached is the updated Landowners Map (File name: Landowner Map\_New ) along with the cross-reference list (File name: Landowner cross reference list).
4. The updated Landowners Mailing Labels are also attached (File name: Attachment VII-Landowners list\_2025-0625) and incorporate all requested changes.
5. Comment on NORI: Can you please revise the annual average flow to 3,330,000 gallons per day to match the application?
6. The updated Spanish NORI is attached for your review.

Regarding the discharge route update from Dr. Mimi Wallace (Standards Implementation), please see the attached email correspondence. We will revise the application accordingly once we receive any updates from her.

Priya

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发件人: Abesha Michael <[Abesha.Michael@tceq.texas.gov](mailto:Abesha.Michael@tceq.texas.gov)>

发送时间: Tuesday, June 17, 2025 12:30:30 AM

收件人: Luis Mendonca <[LuisMendonca@geosi.com](mailto:LuisMendonca@geosi.com)>

抄送: Roy Zhu <[yzhu@geosi.com](mailto:yzhu@geosi.com)>

主题: Application for Proposed Permit No. WQ0005492000 - Notice of Deficiency Letter

Dear Mr. de Mendona,

The attached Notice of Deficiency letter sent on June 16, 2025, requests additional information needed to declare the application administratively complete. Please send the complete response to my attention by June 30, 2025.

Thank you,



Abesha H. Michael  
Applications Review & Processing Team  
Water Quality Division Support Section  
Water Quality Division, MC 148  
PO Box 13087  
Austin, Texas 78711  
Phone: o: 512-239-4912  
Email: [abesha.michael@tceq.texas.gov](mailto:abesha.michael@tceq.texas.gov)

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# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA PERMISO

PERMISO PROPUESTO NO. WQ000\_\_\_\_\_

**SOLICITUD.** Green Energy Origin Texas LLC, 25025 Interstate 45 Suite 560, The Woodlands, Texas, la cual posee una planta que producirá electrólitos para baterías de iones de litio, ha solicitado a la Comisión de Calidad Ambiental de Texas (TCEQ) para el propuesto Permiso No. WQ0005492000 (EPA I.D. No. TX 0147958) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas [y aguas pluviales] a un volumen que no sobrepasa un flujo promedio anual de 3,330,000 galones por día. La planta estará ubicada en 1064 Farm-to-Market Road 1432, Victoria, en el Condado de Victoria, Texas 77905. La ruta de descarga utilizará una tubería desde la planta, hasta una zanja de drenaje. La TCEQ recibió esta solicitud el día 9 de junio de 2025. La solicitud del permiso estará disponible para revisión y copia en Victoria Public Library, 302 North Main street, Victoria, Texas, antes de la fecha de publicación de este aviso en el periódico. La solicitud (incluyendo cualquiera actualización) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

Este enlace a un mapa electrónico de la ubicación general de la planta o de la instalación es proporcionado como una cortesía y no hace parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-96.952777,28.698333&level=18>

**AVISO DE IDIOMA ALTERNATIVO.** El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ

realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión.

La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. **Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del solicitante

indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**INFORMACIÓN DISPONIBLE EN LÍNEA.** Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en [www.tceq.texas.gov/goto/cid](http://www.tceq.texas.gov/goto/cid). Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Green Energy Origin Texas LLC en la dirección indicada arriba o llamando a Mr. Roy Zhu, Vice President & GM of Engineering Construction Center al 3465894321.

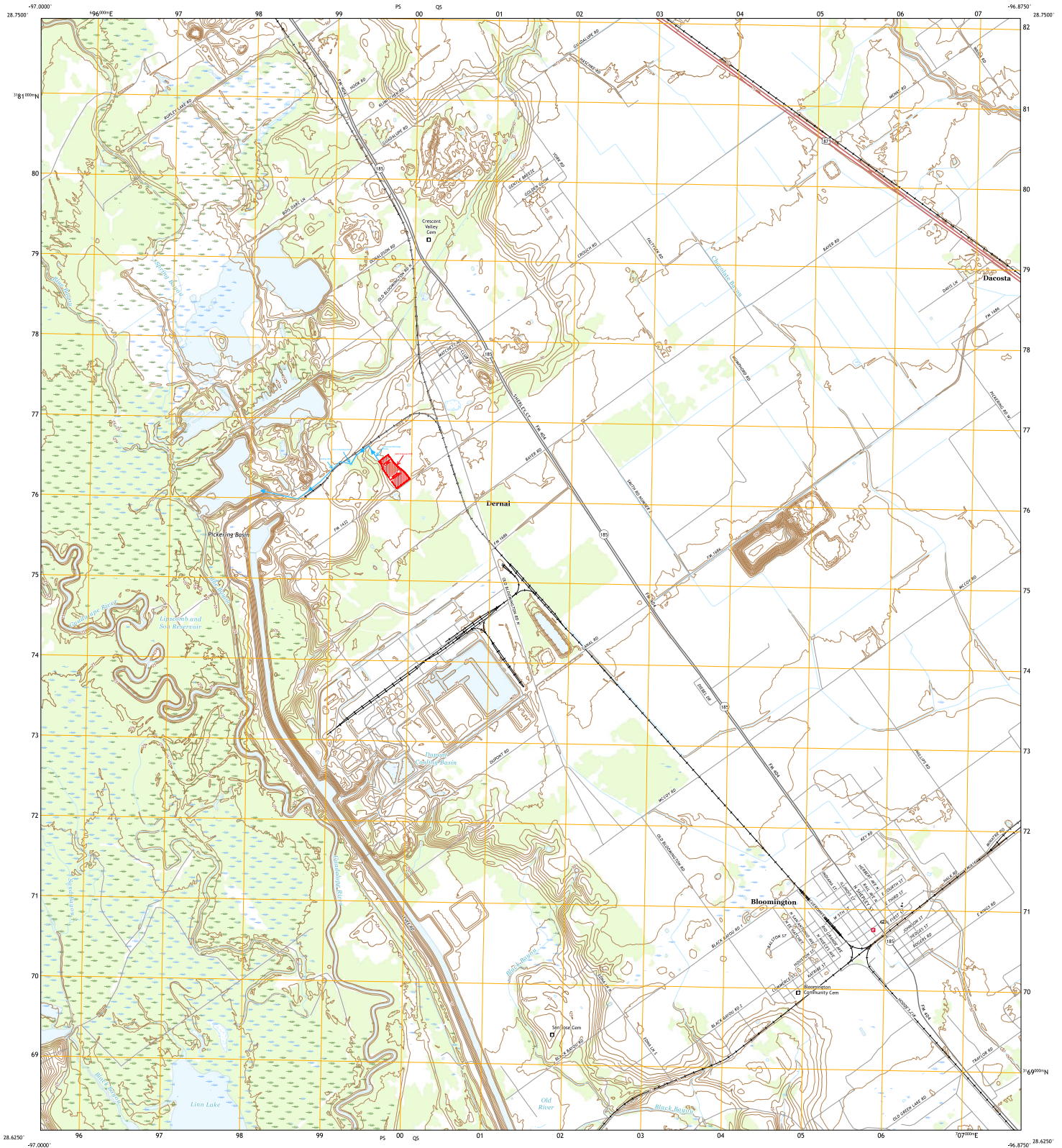
Fecha de emisión: *[Date notice issued]*



U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

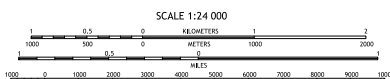


BLOOMINGTON QUADRANGLE  
TEXAS - VICTORIA COUNTY  
7.5-MINUTE SERIES



Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84) Projection and  
1 000-meter geotransform Transverse Mercator, Zone 14R  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery.....NADP, September 2016 - December 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....National Hydrography Dataset, 1999 - 2002  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2019  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



SCALE 1:24 000  
CONTOUR INTERVAL 5 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
This map was produced in relation with the  
National Geographic Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9

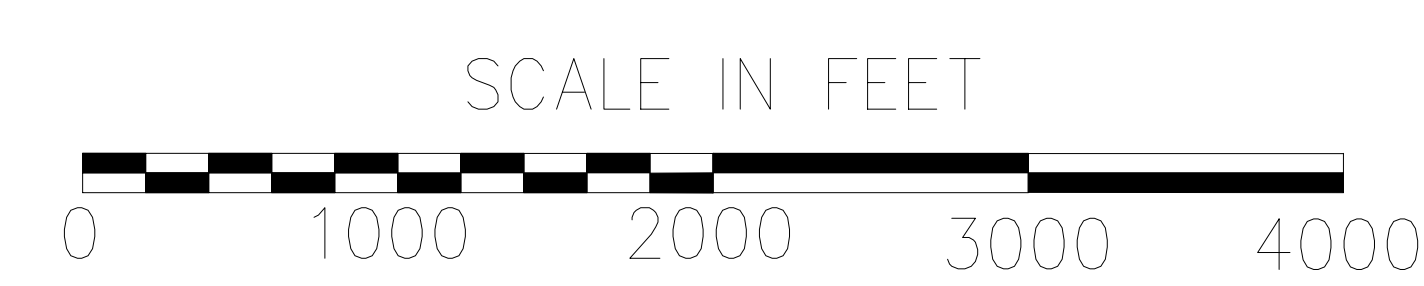
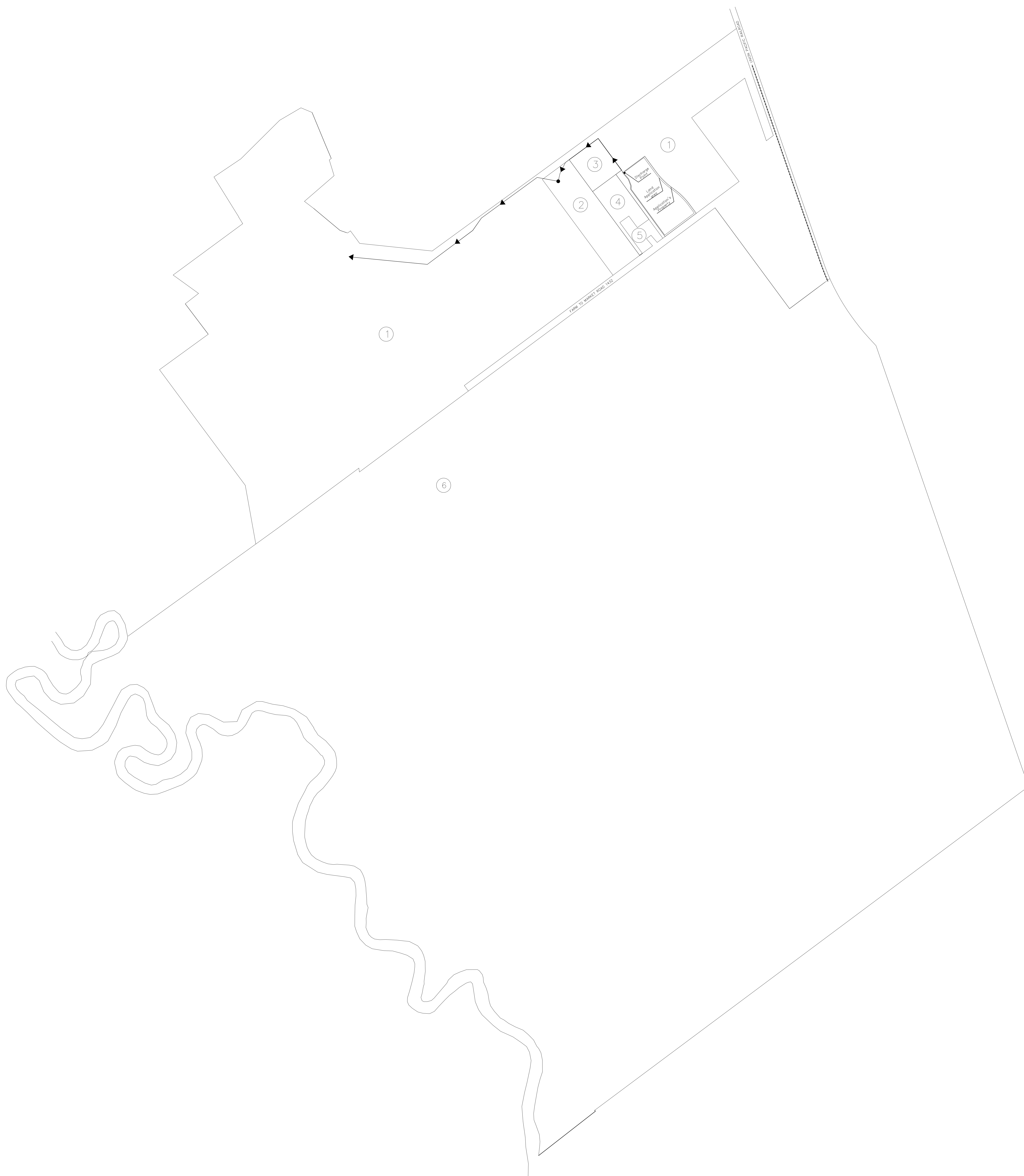
QUADRANGLE LOCATIONS

1 Victoria West  
2 Victoria East  
3 Burnside Creek  
4 Rains  
5 Pharr  
6 McAllen  
7 Brownsville SW  
8 Brownsville

ROAD CLASSIFICATION	
Expressway	Local Connector
Secondary Hwy	Local Road
Bypass	US Route
Interstate Route	State Route

BLOOMINGTON, TX  
2022





Adjacent Landowner cross-reference list:

<b>No.</b>	<b>Landowner</b>	<b>Address</b>
1	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
2	Texas Flow Tankage LLC	PO Box 935 Hallettsville, TX 77964
3	Keese Dan	411 Yorkshire Victoria, TX 77904
4	Green Lake Investments LLC	PO Box 966 Hallettsville, TX 77964
5	James Corum, Nautilus Building Services, Inc.	2935 Thousand Oaks Dr San Antonio, TX 78247
6	Dupont E I De Nemours Inc	PO Box 2900 Wichita, KS 67201

VICTORIA COUNTY NAVIGATION  
DIST  
1936 FM 1432  
VICTORIA TX 77905

TEXAS FLOW TANKAGE LLC  
PO BOX 935  
HALLETTSVILLE TX 77964

KEESE DAN  
411 YORKSHIRE  
VICTORIA TX 77904

GREEN LAKE INVESTMENTS LLC  
PO BOX 966  
HALLETTSVILLE TX 77964

JAMES CORUM  
NAUTILUS BUILDING SERVICES INC  
2935 THOUSAND OAKS DRIVE  
SAN ANTONIO TX 78247

DUPONT E I DE NEMOURS INC  
PO BOX 2900  
WICHITA KS 67201

Brooke T. Paup, *Chairwoman*  
Bobby Janecka, *Commissioner*  
Catarina R. Gonzales, *Commissioner*  
Kelly Keel, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

June 9, 2025

Re: Confirmation of Submission of the New Industrial Wastewater Individual Permit Application

Dear Applicant:

This is an acknowledgement that you have successfully completed Industrial Wastewater Individual Permit Application.

ER Account Number: ER093465  
Application Reference Number: 770818  
Authorization Number: WQ0005492000  
Site Name: Pov Electrolyte Plant  
Regulated Entity: RN112105655 - POV ELECTROLYTE PLANT  
Customer(s): CN606336642 - Green Energy Origin Texas LLC

Please be aware that TCEQ staff may contact your designated contact for any additional information.

If you have any questions, you may contact the Applications Review and Processing Team by email at [WQ-ARPTeam@tceq.texas.gov](mailto:WQ-ARPTeam@tceq.texas.gov) or by telephone at (512) 239-4671.

Sincerely,  
Applications Review and Processing Team  
Water Quality Division

**Texas Commission on Environmental Quality****New Domestic or Industrial Individual Permit****Site Information (Regulated Entity)**

What is the name of the site to be authorized? POV ELECTROLYTE PLANT

Does the site have a physical address? Yes

**Physical Address**

Number and Street 1064 FM 1432

City VICTORIA

State TX

ZIP 77905

County VICTORIA

Latitude (N) (##.#####) 28.69829

Longitude (W) (-###.#####) -96.952715

Primary SIC Code 2819

Secondary SIC Code

Primary NAICS Code 325180

Secondary NAICS Code

**Regulated Entity Site Information**

What is the Regulated Entity's Number (RN)? RN112105655

What is the name of the Regulated Entity (RE)? POV ELECTROLYTE PLANT

Does the RE site have a physical address? Yes

**Physical Address**

Number and Street 1064 FM 1432

City VICTORIA

State TX

ZIP 77905

County VICTORIA

Latitude (N) (##.#####) 28.69829

Longitude (W) (-###.#####) -96.952715

Facility NAICS Code 325180

What is the primary business of this entity? ELECTROLYTE MANUFACTURING

**Green E-Customer (Applicant) Information (Owner Operator)**

How is this applicant associated with this site? Owner Operator

What is the applicant's Customer Number (CN)? CN606336642

Type of Customer Corporation

**Full legal name of the applicant:**

Legal Name	Green Energy Origin Texas LLC
Texas SOS Filing Number	805350536
Federal Tax ID	
State Franchise Tax ID	32092981185
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	0-20
Independently Owned and Operated?	Yes
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
<b>Responsible Authority Contact</b>	
Organization Name	Green Energy Origin Texas LLC
Prefix	MR
First	Roy
Middle	
Last	Zhu
Suffix	
Credentials	
Title	Vice President & GM of Engineering Construction Center
<b>Responsible Authority Mailing Address</b>	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
Routing (such as Mail Code, Dept., or Attn:)	
City	THE WOODLANDS
State	TX
ZIP	77380
Phone (###-###-####)	3465894321
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	yzhu@geosi.com

## Billing Contact

**Responsible contact for receiving billing statements:**

Select the permittee that is responsible for payment of the annual fee.

CN606336642, Green Energy Origin Texas LLC

Organization Name

Green Energy Origin Texas LLC

Prefix	
First	Luis
Middle	
Last	de Mendona
Suffix	
Credentials	
Title	North America President
Enter new address or copy one from list:	CN606336642, Green Energy Origin Texas LLC
<b>Mailing Address</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
Routing (such as Mail Code, Dept., or Attn:)	
City	THE WOODLANDS
State	TX
ZIP	77380
Phone (###-###-####)	3465894321
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	luismendonca@geosi.com

## Application Contact

### Person TCEQ should contact for questions about this application:

Same as another contact?	Billing Contact
Organization Name	Green Energy Origin Texas LLC
Prefix	
First	Luis
Middle	
Last	de Mendona
Suffix	
Credentials	
Title	North America President
Enter new address or copy one from list:	Billing Contact
<b>Mailing Address</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
Routing (such as Mail Code, Dept., or Attn:)	
City	THE WOODLANDS

State	TX
ZIP	77380
Phone (###-###-####)	3465894321
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	luismendonca@geosi.com

## Technical Contact

### Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name	Green Energy Origin Texas LLC
Prefix	MR
First	Roy
Middle	
Last	Zhu
Suffix	
Credentials	
Title	Vice President & GM of Engineering Construction Center

Enter new address or copy one from list:

### Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
Routing (such as Mail Code, Dept., or Attn:)	
City	THE WOODLANDS
State	TX
ZIP	77380
Phone (###-###-####)	3465894321
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	yzhu@geosi.com

## DMR Contact

### Person responsible for submitting Discharge Monitoring Report Forms:

Same as another contact?	Application Contact
Organization Name	Green Energy Origin Texas LLC

Prefix	
First	Luis
Middle	
Last	de Mendona
Suffix	
Credentials	
Title	North America President
Enter new address or copy one from list:	
<b>Mailing Address:</b>	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
Routing (such as Mail Code, Dept., or Attn:)	
City	THE WOODLANDS
State	TX
ZIP	77380
Phone (###-###-####)	3465894321
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	luismendonca@geosi.com

## Section 1# Permit Contact

### Permit Contact#: 1

**Person TCEQ should contact throughout the permit term.**

1) Same as another contact?	Technical Contact
2) Organization Name	Green Energy Origin Texas LLC
3) Prefix	MR
4) First	Roy
5) Middle	
6) Last	Zhu
7) Suffix	
8) Credentials	
9) Title	Vice President & GM of Engineering Construction Center
<b>Mailing Address</b>	
10) Enter new address or copy one from list	
11) Address Type	Domestic
11.1) Mailing Address (include Suite or Bldg. here, if applicable)	25025 INTERSTATE 45 STE 560
11.2) Routing (such as Mail Code, Dept., or Attn:)	

11.3) City	THE WOODLANDS
11.4) State	TX
11.5) ZIP	77380
12) Phone (###-###-####)	3465894321
13) Extension	
14) Alternate Phone (###-###-####)	
15) Fax (###-###-####)	
16) E-mail	yzhu@geosi.com

## Public Notice Information

### Individual Publishing the Notices

1) Prefix	
2) First and Last Name	Roy Zhu
3) Credential	
4) Title	Vice President & GM of Engineering Construction Center
5) Organization Name	Green Energy origin Texas LLC
6) Mailing Address	25025 INTERSTATE 45 STE 560
7) Address Line 2	
8) City	THE WOODLANDS
9) State	TX
10) Zip Code	77380
11) Phone (###-###-####)	3465894321
12) Extension	
13) Fax (###-###-####)	
14) Email	yzhu@geosi.com

### Contact person to be listed in the Notices

15) Prefix	
16) First and Last Name	Roy Zhu
17) Credential	
18) Title	Vice President & GM of Engineering Construction Center
19) Organization Name	Green Energy origin Texas LLC
20) Phone (###-###-####)	3465894321
21) Fax (###-###-####)	
22) Email	yzhu@geosi.com

### Bilingual Notice Requirements

23) Is a bilingual education program required by the Texas Education Code at the elementary or middle school nearest to the facility or proposed facility?	Yes
--	-----

23.1) Are the students who attend either the elementary school or the middle school enrolled in a bilingual education program at that school?	No
23.2) Do the students at these schools attend a bilingual education program at another location?	Yes
23.3) Would the school be required to provide a bilingual education program but the school has waived out of this requirement under 19 TAC 89.1205(g)?	No
23.4) Which language is required by the bilingual program?	Spanish

## Section 1# Public Viewing Information

### County#: 1

1) County	VICTORIA
2) Public building name	Victoria Public Library
3) Location within the building	
4) Physical Address of Building	302 North Main street, Victoria, TX 77901
5) City	Victoria
6) Contact Name	
7) Phone (###-###-####)	3614853301
8) Extension	
9) Is the location open to the public?	Yes

## Owner Information

### Owner of Treatment Facility

1) Prefix	
2) First and Last Name	
3) Organization Name	Green Energy Origin Texas LLC
4) Mailing Address	25025 INTERSTATE 45 STE 560
5) City	The Woodlands
6) State	TX
7) Zip Code	77380
8) Phone (###-###-####)	3465894321
9) Extension	
10) Email	luismendonca@geosi.com
11) What is ownership of the treatment facility?	Private

### Owner of Land (where treatment facility is or will be)

12) Prefix	
13) First and Last Name	
14) Organization Name	Victoria County Navigation District

15) Mailing Address	1934 FM 1432
16) City	Victoria
17) State	TX
18) Zip Code	77905
19) Phone (###-###-####)	3615708855
20) Extension	
21) Email	information@portofvictoria.com
22) Is the landowner the same person as the facility owner or co-applicant?	No

## Admin General Information

1) Is the facility located on or does the treated effluent cross American Indian Land?	No
2) What is the authorization type that you are seeking?	Industrial Wastewater
2.1) Are the discharges at your facility subjected to federal effluent limitation guidelines (ELG) 40 CFR Part 400-471?	No
3) What is your facility operational status?	Inactive
4) What is the classification for your authorization?	TPDES
4.1) City nearest the outfall(s):	Victoria
4.2) County where the outfalls are located:	VICTORIA
4.3) Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or a flood control district drainage ditch?	No
4.4) Is the daily average discharge at your facility of 5 MGD or more?	No
5) Did any person formerly employed by the TCEQ represent your company and get paid for service regarding this application?	No

## Lease Agreement or Deed Attachment

1) Attach a lease agreement or deed recorded easement

[File Properties]

File Name	LEASE_GEO Ground Lease Fully Executed 5-15-2025.pdf
Hash	D368D4666454402CDE5332B5273066D877ED639959FC3B0788C114AF1DB1E342
MIME-Type	application/pdf

## Plain Language

1) Plain Language

[File Properties]

File Name	LANG_Attachment II-20972_PLS.docx
Hash	1D87C6BAE12CD45692CCAF8931A7318504D5D332C4DDB35E2470B9C2854C17F4

MIME-Type

application/vnd.openxmlformats-officedocument.wordprocessingml.document

## Supplemental Permit Information Form

### 1) Supplemental Permit Information Form (SPIF)

#### [File Properties]

File Name

SPIF\_Attachment IX-20971\_SPIF.docx

Hash

9DE77643E2BD0C551E029868592DCB53AAE9CAFD2D34F0C8C2F12B74B8D244EC

MIME-Type

application/vnd.openxmlformats-officedocument.wordprocessingml.document

## Industrial Attachments

1) Have you clearly outlined and labeled the required information on the original full size USGS Topographic Map?

Yes

1.1) I certify that I have clearly outlined and labeled the required information on the Topographic map and attached here.

#### [File Properties]

File Name

MAP\_Attachment V-USGS map.pdf

Hash

97F4D4BF3171CD2E0C52F010489729DF05B290A40971EC80CC64F7339E749005

MIME-Type

application/pdf

### 2) Public Involvement Plan (TCEQ Form 20960)

#### [File Properties]

File Name

PIP\_Attachment III-20960 PIP.pdf

Hash

394FB7010B31671212C43F2D343AFA53DCFCBA2D66C8B43D0D8B2FC4B599D3F2

MIME-Type

application/pdf

### 3) Administrative Report 1.1

#### [File Properties]

File Name

ARPT\_10411\_Admin Report  
2025-0603\_1\_1.docx

Hash

1B6D5F7CFBCFF97BBFB2AD29D3B4C3076D5B6E64C648EBECE0B727117149BE2C

MIME-Type

application/vnd.openxmlformats-officedocument.wordprocessingml.document

4) I confirm that all required sections of Technical Report 1.0 are complete and will be included in the Technical Attachment.

Yes

4.1) I confirm that Worksheet 4.0 (Receiving Waters) is complete and included in the Technical Attachment.

Yes

4.2) Are you planning to include Worksheet 4.1 (Waterbody Physical Characteristics) in the Technical Attachment?

No

4.3) Are you planning to include Worksheet 6.0 (Industrial Waste Contribution) in the Technical Attachment?	No
4.4) Are you planning to include Worksheet 7.0 (Stormwater Discharges Associated with Industrial Activities) to the Technical Attachment?	Yes
4.5) Are you planning to include Worksheet 8.0 (Aquaculture) in the Technical Attachment?	No
4.6) Are you planning to include Worksheet 9.0 (Class V Injection Well Inventory/Authorization) in the Technical Attachment?	No
4.7) Are you planning to include Worksheet 10.0 (Quarries in the John Graves Scenic Riverway) in the Technical Attachment?	No
4.8) Are you planning to include Worksheet 11.0 (Cooling Water System Information) in the Technical Attachment?	No
4.9) Are you planning to include Worksheet 11.1 (Impingement Mortality) in the Technical Attachment?	No
4.10) Are you planning to include Worksheet 11.2 (Source Water Biological Data) in the Technical Attachment?	No
4.11) Are you planning to include Worksheet 11.3 (Entrainment) in the Technical Attachment?	No

## 4.12) Technical Attachment

## [File Properties]

File Name	TECH_10055_Tech Report_2025-0218.docx
Hash	B24856FE1079A05CB189E334B4783C481432A4D7E14F404C59C4C6BB13C5D34A
MIME-Type	application/vnd.openxmlformats-officedocument.wordprocessingml.document

## 5) Affected Landowners Map

## [File Properties]

File Name	LANDMP_Landowner Map.pdf
Hash	E2D75F88B9E859E54644CF4A6EF8005ED67C9B2598107C1524C397C8BBCA324E
MIME-Type	application/pdf

## 6) Landowners Cross Reference List

## [File Properties]

File Name	LANDCRL_Landowner cross reference list.docx
Hash	63A786A306586C5CBD67C431FCCE3BF1963D27468B28D7B654CC5C964F8CC107
MIME-Type	application/vnd.openxmlformats-officedocument.wordprocessingml.document

## 7) Landowner Avery Template

## [File Properties]

File Name	LANDAT_Attachment VII-Landowners list.docx
Hash	86EEAC04D0CEB770A114568806454EDF2B496661BDDAC6AF8B90C3019C66915A
MIME-Type	application/vnd.openxmlformats-

officedocument.wordprocessingml.document

## 8) Flow Diagram

## [File Properties]

File Name

FLDIA\_Attachment 1-US1-GEN-GP-  
DPP-0001\_RevB\_Plot Plan.pdf

Hash

6E75C7F2F2AED3C3485D2509BAE28ACC8D50B505157EF4175749740EF4C3F0D0

MIME-Type

application/pdf

## 9) Site Drawing

## [File Properties]

File Name

SITEDR\_Attachment 5-US1-GEN-WW-  
DGA-0001\_RevA.pdf

Hash

009214DC4913E4DAC391189A046122D7AAADF1A0139BF7634784B6D11689C81C

MIME-Type

application/pdf

## 10) Original Photographs

## [File Properties]

File Name

ORIGPH\_Attachment VIII-Photographs and  
map.pdf

Hash

B7D6684DC540DA73075BEEFE6F8D274DE0F4ACF80944A0EE34C3EE322CA3F282

MIME-Type

application/pdf

## 11) Design Calculations

## 12) Solids Management Plan

## [File Properties]

File Name

SMP\_Attachment 4-Sewage Sludge  
Management Plan.docx

Hash

7502E822F68119F860FFF3F5681687F534FE677AFCFBDD599A159EF2C128185D

MIME-Type

application/vnd.openxmlformats-  
officedocument.wordprocessingml.document

## 13) Water Balance

## [File Properties]

File Name

WB\_Attachment 3-US1-GEN-WW-UFD-0001.pdf

Hash

774FA8E11470C4F97C6A99335FEE44B8EF2D05D130C50856AA763ACBA8777187

MIME-Type

application/pdf

## 14) Other Attachments

## [File Properties]

File Name

OTHER\_Attachment 6-US1-GEN-PR-  
SPC-0001\_RevB-Chemical Consumption  
List.pdf

Hash	71976666CECA4A433D792CDD23E8243B11EB183ECA8133CE4CB352240C63630E
MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attachment 2-FEMA FIRMETTE.pdf
Hash	076F32C7F8E95F6A159F9DE8227EB46B3E6826AD9F17E4069AF8EDD491A11D1F
MIME-Type	application/pdf
[File Properties]	
File Name	OTHER_Attachment - 7.5-minute USGS quadrangle map_SPIF.pdf
Hash	DEEA5B87758C0C1CDBF4D098C140F2F5A60DE4C6E6743CA011FBCBDBDF9FF362
MIME-Type	application/pdf

## Certification

I certify that I am authorized under 30 Texas Administrative Code 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am Luis E Mendonca, the owner of the STEERS account ER109837.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing New Domestic or Industrial Individual Permit.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OWNER OPERATOR Signature: Luis E Mendonca OWNER OPERATOR

Customer Number:	CN606336642
Legal Name:	Green Energy Origin Texas LLC
Account Number:	ER109837
Signature IP Address:	198.176.112.242

Signature Date:	2025-06-09
Signature Hash:	3ABB883932BB69A4F819A745273E34C0FAC53C019C7DD8B93AE9AD3EDAF3A63
Form Hash Code at time of Signature:	3ECC9EAA4D37C413D94F5712ACFEEBD314599245C73FD98C34946A8B6866BF81

## Fee Payment

Transaction by:	The application fee payment transaction was made by ER109837/Luis E Mendonca
Paid by:	The application fee was paid by LUIS MENDONCA
Fee Amount:	\$300.00
Paid Date:	The application fee was paid on 2025-06-09
Transaction/Voucher number:	The transaction number is 582EA000671557 and the voucher number is 770119

## Submission

Reference Number:	The application reference number is 770818
Submitted by:	The application was submitted by ER093465/Primrose Savio
Submitted Timestamp:	The application was submitted on 2025-06-09 at 14:50:35 CDT
Submitted From:	The application was submitted from IP address 130.41.212.204
Confirmation Number:	The confirmation number is 657833
Steers Version:	The STEERS version is 6.91

## Additional Information

Application Creator: This account was created by Primrose Savio



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## INDUSTRIAL WASTEWATER PERMIT APPLICATION ADMINISTRATIVE REPORT 1.0

This report is required for all applications for TPDES permits and TLAPs, except applications for oil and gas extraction operations subject to 40 CFR Part 435. Contact the Applications Review and Processing Team at 512-239-4671 with any questions about completing this report.

Applications for oil and gas extraction operations subject to 40 CFR Part 435 must use the Oil and Gas Exploration and Production Administrative Report ([TCEQ Form-20893 and 20893-inst<sup>1</sup>](#)).

## INDUSTRIAL WASTEWATER PERMIT APPLICATION ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

### **Item 1. Affected Landowner Information (Instructions, Page 35)**

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☒ The applicant's property boundaries.
  - ☒ The facility site boundaries within the applicant's property boundaries.
  - ☒ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
  - ☒ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
  - ☒ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
  - ☒ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
  - ☐ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
  - ☐ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
  - ☐ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
  - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-

<sup>1</sup> [https://www.tceq.texas.gov/publications/search\\_forms.html](https://www.tceq.texas.gov/publications/search_forms.html)

quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.

- ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.

Attachment: Attachment VI-Landowner Map

b. Check the box next to the format of the landowners list:

- ☒ Readable/Writeable CD ☐ Four sets of labels

Attachment: Attachment VII-Landowners list

d. Provide the source of the landowners' names and mailing addresses: Victoriacad website (<https://gis.bisclient.com/victoriacad/>)

e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?

- ☐ Yes ☒ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): N/A

## **Item 2. Original Photographs (Instructions, Page 37)**

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☐ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site.
- ☒ A plot plan or map showing the location and direction of each photograph.

Attachment: Attachment VIII-Photographs and map

# **INDUSTRIAL WASTEWATER PERMIT APPLICATION**

## **SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)**

This form applies to TPDES permit applications only. Complete and attach the Supplemental Permit information Form (SPIF) (TCEQ Form 20971).

**Attachment:** Attachment IX-20971\_SPIF



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### **SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS**

Green Energy Origin Texas LLC (CN 606336642) proposes to operate an Electrolyte Plant (RN112105655), an electrolyte production facility for lithium-ion batteries. The facility will be located at 1064 FM1432, in Victoria, Victoria County, Texas 77905. The application seeks a new TPDES permit to discharge 4.89 million gallons per day (MGD) of a treated wastewater from the facility.

Discharges from the facility are expected to contain total organic carbon, total suspended solids, nitrogen, phosphorus, fluorine, oil and grease, total dissolved solids, adsorbable organic halogens (AOX), liner alkylbenzene sulfonate (LAS), hydrogen fluoride, and fluoride. The process wastewater, contaminated and uncontaminated stormwater, and sanitary wastewater from the facility will be treated by three separate treatment plants.

The Flushing wastewater treatment plant will treat the wastewater from the production area, floor flushing runoff from the loading and unloading area, contaminated rainwater from tank farm, and wastewater from laboratory. Wastewater from these sources will be collected in an Influent Pit, pre-treated with activated alumina and carbon, and then processed through multiple treatment stages including screening, lime dosing, settling tanks, and dissolved air flotation (DAF). The solid waste will be dewatered and disposed of as hazardous waste.

The Utility wastewater treatment plant will treat and remove pollutants from wastewater generated by boiler blowdown and other water treatment processes. The influent will be equalized, filtered, and softened with lime to reduce hardness. After pH adjustment, coagulation, and flocculation, a dissolved air flotation (DAF) unit will remove suspended solids and some organic carbon. The treated water will be polished with ultrafiltration before discharge. Solid waste will be thickened, dewatered, and disposed of as non-hazardous waste.

The Sanitary wastewater treatment plant will treat typical domestic wastewater from the Administration Building using Biological Nutrient Removal (BNR) technology to remove TSS, BOD5, NH3-N, TN, and TP. Wastewater will be collected, equalized, screened, and processed in bioreactors and clarifiers, followed by UV disinfection. Stabilized biosolids will be dewatered for offsite disposal. The treated wastewater from all three treatment plants will be combined and discharge via outfall 001.

Green Energy Origin Texas LLC (CN 606336642) propone operar una Planta de Electrolitos (RN112105655), una instalación de producción de electrolitos para baterías de iones de litio. La instalación estará ubicada en 1064 FM1432, en Victoria, Condado de Victoria, Texas 77905. La solicitud busca un nuevo permiso TPDES para descargar 4.89 millones de galones por día (MGD) de aguas residuales tratadas de la instalación.

Se espera que las descargas de la instalación contengan carbono orgánico total, sólidos suspendidos totales, nitrógeno, fósforo, flúor, aceite y grasa, sólidos disueltos totales, halógenos orgánicos adsorbibles (AOX), sulfonato de alquilbenceno lineal (LAS), fluoruro de hidrógeno y fluoruro. Las aguas residuales del proceso, las aguas pluviales contaminadas y no contaminadas, y las aguas residuales sanitarias de la instalación serán tratadas por tres plantas de tratamiento separadas.

La planta de tratamiento de aguas residuales de Flushing tratará las aguas residuales del área de producción, el escurrimiento de la limpieza del piso del área de carga y descarga, el agua de lluvia contaminada de la granja de tanques y las aguas residuales del laboratorio. Las aguas residuales de estas fuentes se recogerán en un pozo de influentes, se pretratarán con alúmina activada y carbón, y luego se procesarán a través de múltiples etapas de tratamiento, incluyendo cribado, dosificación de cal, tanques de sedimentación y flotación por aire disuelto (DAF). Los residuos sólidos se deshidratarán y se dispondrán como residuos peligrosos.

La planta de tratamiento de aguas residuales de servicios públicos tratará y eliminará los contaminantes de las aguas residuales generadas por el purgado de calderas y otros procesos de tratamiento de agua. El influente se igualará, filtrará y ablandará con cal para reducir la dureza. Después del ajuste de pH, coagulación y floculación, una unidad de flotación por aire disuelto (DAF) eliminará los sólidos suspendidos y parte del carbono orgánico. El agua tratada se pulirá con ultrafiltración antes de la descarga. Los residuos sólidos se espesarán, deshidratarán y dispondrán como residuos no peligrosos.

La planta de tratamiento de aguas residuales sanitarias tratará las aguas residuales domésticas típicas del edificio de administración utilizando tecnología de eliminación biológica de nutrientes (BNR) para eliminar SST, DBO<sub>5</sub>, NH<sub>3</sub>-N, TN y TP. Las aguas residuales se recogerán, igualarán, cribarán y procesarán en biorreactores y clarificadores, seguidos de desinfección UV. Los biosólidos estabilizados se deshidratarán para su disposición fuera del sitio. Las aguas residuales tratadas de las tres plantas de tratamiento se combinarán y descargarán a través del vertedero 001.



Texas Commission on Environmental Quality

## Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

### Section 1. Preliminary Screening

New Permit or Registration Application

New Activity - modification, registration, amendment, facility, etc. (see instructions)

**If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.**

### Section 2. Secondary Screening

Requires public notice,

Considered to have significant public interest, and

Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.  
Stop after Section 2 and submit the form.**

Public Involvement Plan not applicable to this application. Provide **brief** explanation.

### Section 3. Application Information

#### Type of Application (check all that apply):

Air      Initial      Federal      Amendment      Standard Permit      Title V  
Waste      Municipal Solid Waste      Industrial and Hazardous Waste      Scrap Tire  
Radioactive Material Licensing      Underground Injection Control

#### Water Quality

Texas Pollutant Discharge Elimination System (TPDES)  
Texas Land Application Permit (TLAP)  
State Only Concentrated Animal Feeding Operation (CAFO)  
Water Treatment Plant Residuals Disposal Permit  
Class B Biosolids Land Application Permit  
Domestic Septage Land Application Registration

#### Water Rights New Permit

New Appropriation of Water  
New or existing reservoir

#### Amendment to an Existing Water Right

Add a New Appropriation of Water  
Add a New or Existing Reservoir  
Major Amendment that could affect other water rights or the environment

### Section 4. Plain Language Summary

Provide a brief description of planned activities.

## Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

**Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.**

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

City

County

Census Tract

- (a) Percent of people over 25 years of age who at least graduated from high school
- (b) Per capita income for population near the specified location
- (c) Percent of minority population and percent of population by race within the specified location
- (d) Percent of Linguistically Isolated Households by language within the specified location
- (e) Languages commonly spoken in area by percentage
- (f) Community and/or Stakeholder Groups
- (g) Historic public interest or involvement

## Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

Yes      No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

Yes      No

If Yes, please describe.

**If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.**

(c) Will you provide notice of this application in alternative languages?

Yes      No

**Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.**

If yes, how will you provide notice in alternative languages?

Publish in alternative language newspaper

Posted on Commissioner's Integrated Database Website

Mailed by TCEQ's Office of the Chief Clerk

Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

Yes      No

(e) If a public meeting is held, will a translator be provided if requested?

Yes      No

(f) Hard copies of the application will be available at the following (check all that apply):

TCEQ Regional Office

TCEQ Central Office

Public Place (specify)

## Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

Yes      No

What types of notice will be provided?

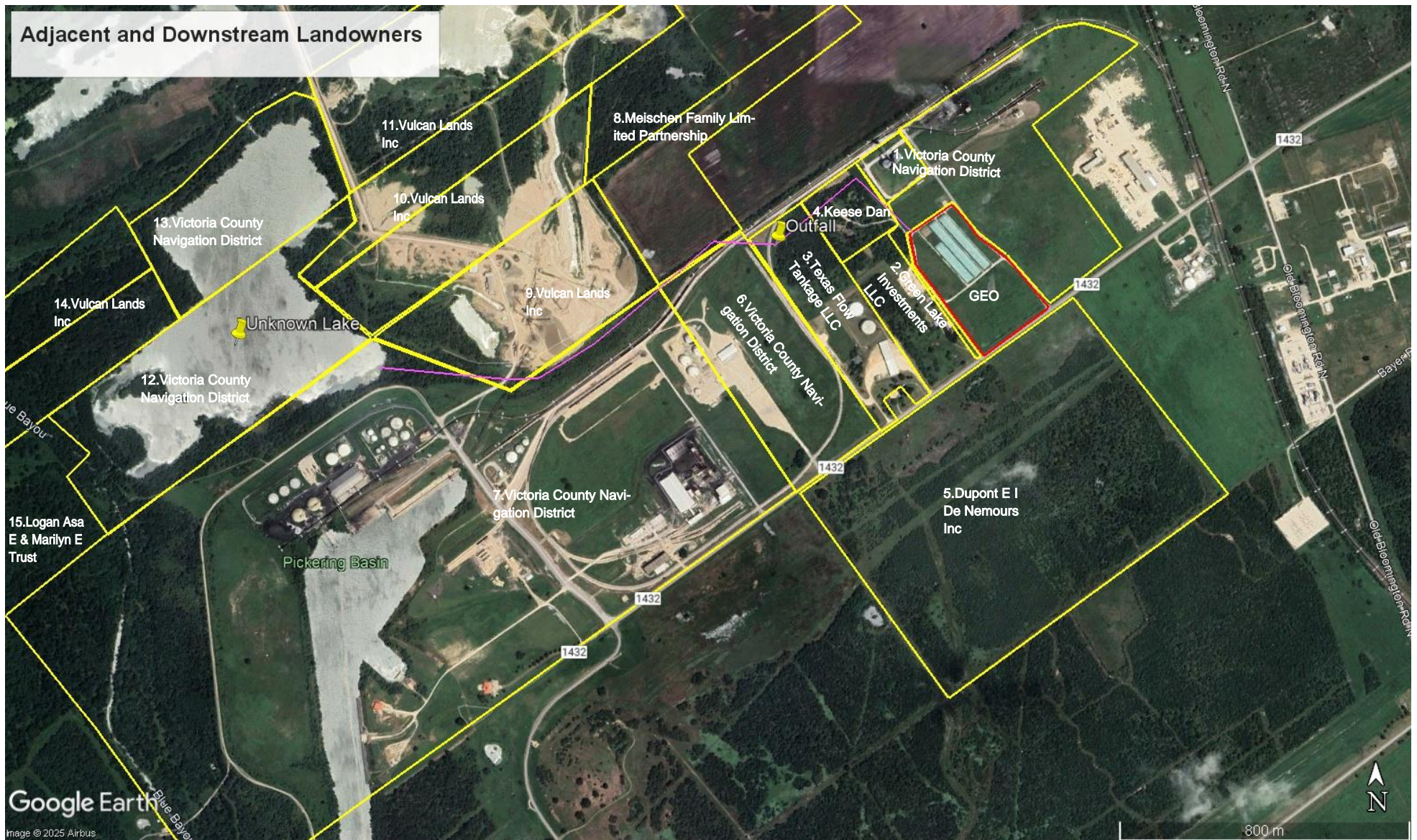
Publish in alternative language newspaper

Posted on Commissioner's Integrated Database Website

Mailed by TCEQ's Office of the Chief Clerk

Other (specify)

## Adjacent and Downstream Landowners



VICTORIA COUNTY  
NAVIGATION DIST  
1936 FM 1432  
VICTORIA TX 77905

GREEN LAKE INVESTMENTS  
LLC  
PO BOX 966  
HALLETTSVILLE TX 77964

TEXAS FLOW TANKAGE LLC  
PO BOX 935  
HALLETTSVILLE TX 77964

DUPONT E I DE NEMOURS  
INC  
PO BOX 2900  
WICHITA KS 67201

KEESE DAN  
411 YORKSHIRE  
VICTORIA TX 77904

MEISCHEN FAMILY LIMITED  
PARTNERSHIP  
1522 WOODS RD  
YORKTOWN TX 78164

VULCAN LANDS INC  
1200 URBAN CENTER  
DRIVE  
BIRMINGHAM AL 35242

LOGAN ASA E & MARILYN E  
TRUST  
114 2ND STREET  
PORT LAVACA TX 77979



Landowner cross-reference list:

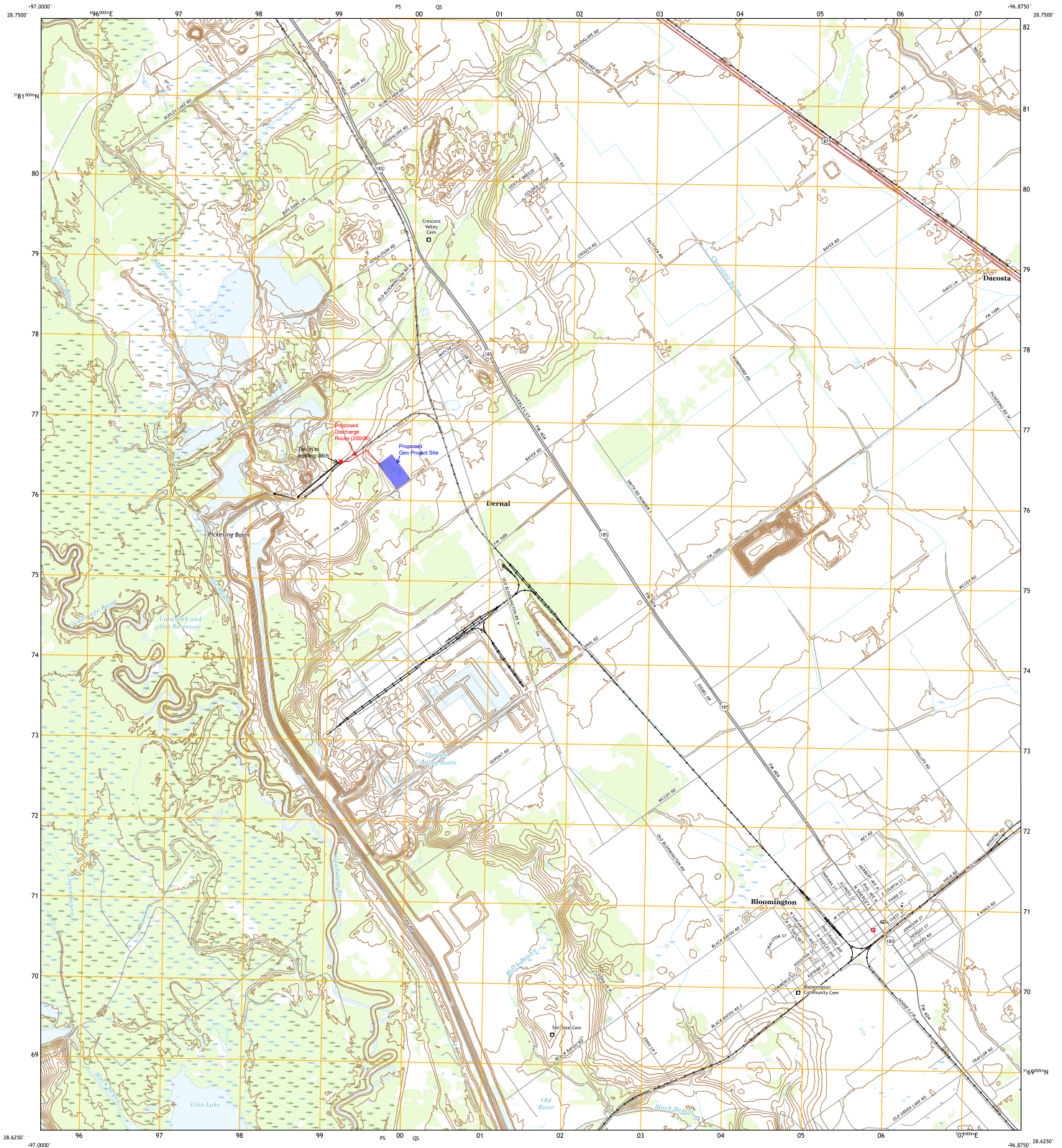
<b>No.</b>	<b>Landowner</b>	<b>Address</b>
1	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
2	Green Lake Investments LLC	PO Box 966 Hallettsville, TX 77964
3	Texas Flow Tankage LLC	PO Box 935 Hallettsville, TX 77964
4	Keese Dan	411 Yorkshire Victoria, TX 77904
5	Dupont E I De Nemours Inc	PO Box 2900 Wichita, KS 67201
6	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
7	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
8	Meischen Family Limited Partnership	1522 Woods Rd Yorktown, TX 78164
9	Vulcan Lands Inc	1200 Urban Center Drive Birmingham, AL 35242
10	Vulcan Lands Inc	1200 Urban Center Drive Birmingham, AL 35242
11	Vulcan Lands Inc	1200 Urban Center Drive Birmingham, AL 35242
12	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
13	Victoria County Navigation District	1936 FM 1432 Victoria, TX 77905
14	Vulcan Lands Inc	1200 Urban Center Drive Birmingham, AL 35242
15	Logan Asa E & Marilyn E Trust	114 2 <sup>nd</sup> Street Port Lavaca, TX 77979



U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

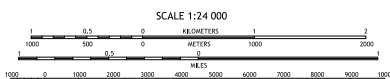
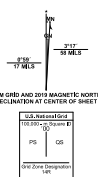


BLOOMINGTON QUADRANGLE  
TEXAS - VICTORIA COUNTY  
7.5-MINUTE SERIES



Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84) Projection and  
1 000-meter geotransformations Transverse Mercator, Zone 14R  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery.....NAIP, September 2016 - December 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....USGS, 1979 - 2002  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2019  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



SCALE 1:24 000  
CONTOUR INTERVAL 5 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1983  
This map was produced in relation with the  
National Geographic Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9

ALL 1981 QUADRANGLES

ROAD CLASSIFICATION

Expressway	Local Connector
Secondary Hwy	Local Road
Interstate Route	US Route
	State Route

BLOOMINGTON, TX  
2022





PHOTO 1



PHOTO 2



# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

### FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

**TCEQ USE ONLY:**

Application type: \_\_\_\_Renewal \_\_\_\_Major Amendment \_\_\_\_Minor Amendment \_\_\_\_New

County: \_\_\_\_\_ Segment Number: \_\_\_\_\_

Admin Complete Date: \_\_\_\_\_

Agency Receiving SPIF:

\_\_\_\_ Texas Historical Commission

\_\_\_\_ U.S. Fish and Wildlife

\_\_\_\_ Texas Parks and Wildlife Department

\_\_\_\_ U.S. Army Corps of Engineers

**This form applies to TPDES permit applications only.** (Instructions, Page 53)

Complete this form as a separate document. TCEQ will mail a copy to each agency as required by our agreement with EPA. If any of the items are not completely addressed or further information is needed, we will contact you to provide the information before issuing the permit. Address each item completely.

**Do not refer to your response to any item in the permit application form.** Provide each attachment for this form separately from the Administrative Report of the application. The application will not be declared administratively complete without this SPIF form being completed in its entirety including all attachments. Questions or comments concerning this form may be directed to the Water Quality Division's Application Review and Processing Team by email at [WQ-ARPTeam@tceq.texas.gov](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Green Energy Origin Texas LLC

Permit No. WQ00 N/AEPA ID No. TX N/A

Address of the project (or a location description that includes street/highway, city/vicinity, and county):

1064 FM 1432, Victoria, Texas 77905

Provide the name, address, phone and fax number of an individual that can be contacted to answer specific questions about the property.

Prefix (Mr., Ms., Miss): Mr

First and Last Name: Luis deMendonca

Credential (P.E, P.G., Ph.D., etc.): N/A

Title: North America President

Mailing Address: 25025 Interstate 45 Ste 560

City, State, Zip Code: The Woodlands, TX 77380

Phone No.: 3465894321 Ext.: N/A Fax No.: N/A

E-mail Address: luismendonca@geosi.com

2. List the county in which the facility is located: Victoria
3. If the property is publicly owned and the owner is different than the permittee/applicant, please list the owner of the property.

Victoria County Navigation District

4. Provide a description of the effluent discharge route. The discharge route must follow the flow of effluent from the point of discharge to the nearest major watercourse (from the point of discharge to a classified segment as defined in 30 TAC Chapter 307). If known, please identify the classified segment number.

The effluent is discharged from the site via an underground pipe to a drainage ditch, thence to an unknown lake, which then flows into Blue Bayou and subsequently into segment 1803, Guadalupe River.

5. Please provide a separate 7.5-minute USGS quadrangle map with the project boundaries plotted and a general location map showing the project area. Please highlight the discharge route from the point of discharge for a distance of one mile downstream. (This map is required in addition to the map in the administrative report). – Attached. File name: Attachment - 7.5-minute USGS quadrangle map\_SPIF

Provide original photographs of any structures 50 years or older on the property.

Does your project involve any of the following? Check all that apply.

- ☒ Proposed access roads, utility lines, construction easements
- ☐ Visual effects that could damage or detract from a historic property's integrity
- ☐ Vibration effects during construction or as a result of project design
- ☒ Additional phases of development that are planned for the future

☐ Sealing caves, fractures, sinkholes, other karst features

☐ Disturbance of vegetation or wetlands

1. List proposed construction impact (surface acres to be impacted, depth of excavation, sealing of caves, or other karst features):

About 17 acres of impacted surface area. Sump excavation to about 20 feet below grade is the deepest. NO sealing of caves

2. Describe existing disturbances, vegetation, and land use:

The land is blank with ruderal on top, no residence inside.

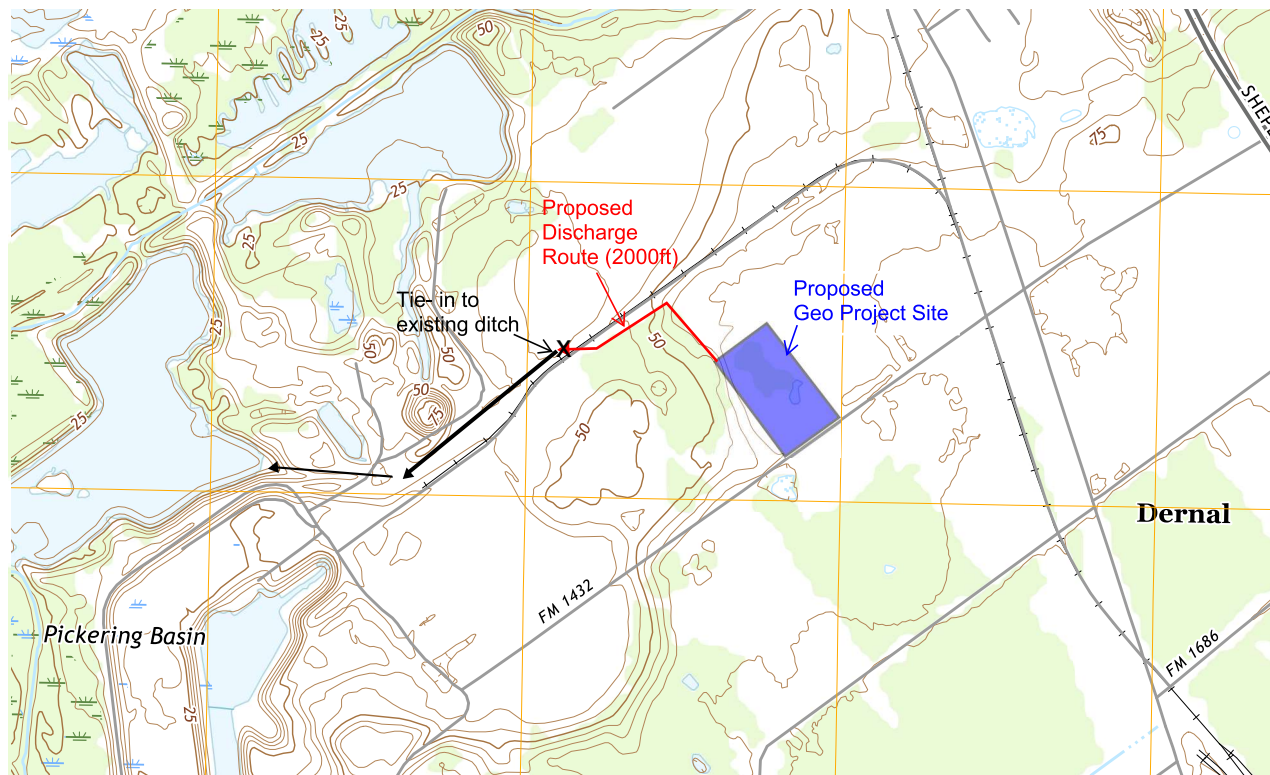
THE FOLLOWING ITEMS APPLY ONLY TO APPLICATIONS FOR NEW TPDES PERMITS AND MAJOR AMENDMENTS TO TPDES PERMITS

3. List construction dates of all buildings and structures on the property:

N/A

4. Provide a brief history of the property, and name of the architect/builder, if known.

Undeveloped land that has never been built on before





# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

## INDUSTRIAL WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

The following information **is required** for all applications for a TLAP or an individual TPDES discharge permit.

For **additional information** or clarification on the requested information, please refer to the [Instructions for Completing the Industrial Wastewater Permit Application](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)<sup>1</sup> available on the TCEQ website. Please contact the Industrial Permits Team at 512-239-4671 with any questions about this form.

If more than one outfall is included in the application, provide applicable information for each individual outfall. **If an item does not apply to the facility, enter N/A** to indicate that the item has been considered. Include separate reports or additional sheets as **clearly cross-referenced attachments** and provide the attachment number in the space provided for the item the attachment addresses.

**NOTE:** This application is for an industrial wastewater permit only. Additional authorizations from the TCEQ Waste Permits Division or the TCEQ Air Permits Division may be needed.

### Item 1. Facility/Site Information (Instructions, Page 39)

- a. Describe the general nature of the business and type(s) of industrial and commercial activities. Include all applicable SIC codes (up to 4).

GEO is considering building a new facility in Victoria County, Texas, with a projected capacity of 100,000 Tons per Annum (TPA). This facility will produce electrolyte for Lithium-ion batteries, which will be stored temporarily or transported by truck. The production process involves three main steps: purification, mixing, and tank filling. The SIC code for the facility is 2819

- b. Describe all wastewater-generating processes at the facility.

Floor flushing runoff from unloading area, Contaminated rainwater runoff, Wastewater produced at laboratory, Wastewater from emergency showers and eyewash stations, Concentrate stream from utility water processing unit, Blowdown from closed-circuit cooling tower, Boiler blowdown from the boiler blowdown cooling pit, Uncontaminated rainwater from road, roof, etc., and Sanitary wastewater from the facility.

<sup>1</sup>

[https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES\\_industrial\\_wastewater\\_steps.html](https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES_industrial_wastewater_steps.html)

- c. Provide a list of raw materials, major intermediates, and final products handled at the facility.

**Materials List**

<b>Raw Materials</b>	<b>Intermediate Products</b>	<b>Final Products</b>
Ethylene carbonate (96-49-1)	LiPF <sub>6</sub> /DMC Solution	Electrolyte
Dimethyl Carbonate (616-38-6)	LiFSI/DMC Solution	
Ethyl Methyl Carbonate (623-53-0)	DTD/DMC Solution	
Vinyl Carbonate (872-36-6)	LiPF <sub>6</sub> /EMC Solution	
1,3-Propane Sultone (1120-71-4)	LiFSI/EMC Solution	
Fluoroethylene Carbonate (114435-02-8)	DTD/EMC Solution	
Ethyl Acetate (141-78-6)		
Diethyl Carbonate (105-58-8)		
Methyl Acetate (79-20-9)		
Lithium Hexafluorophosphate (21324-40-3)		
Lithium Bisfluorosulfonimide (171611-11-3)		
1,2-Ethylene Sulfate (1072-53-3)		
Lithium Difluorophosphate (24389-25-1)		
Lithium Bisoxalatodifluorophosphate (678966-16-0)		
Vinyl Ethylenecarbonate (4427-96-7)		
Lithium Bis(oxalato)borate (244761-29-3)		
Nitrogen		
Phosphorus		
Fluoride		
Oil and Grease		
Hydrogen Fluoride		
Adsorbable Organic Halogens (AOX)		

Raw Materials	Intermediate Products	Final Products
Linear Alkylbenzene Sulfonate (LAS)		

**Attachment:** N/A

d. Attach a facility map (drawn to scale) with the following information:

- Production areas, maintenance areas, materials-handling areas, waste-disposal areas, and water intake structures.
- The location of each unit of the WWTP including the location of wastewater collection sumps, impoundments, outfalls, and sampling points, if significantly different from outfall locations.

**Attachment:** Attachment 1-US1-GEN-GP-DPP-0001 RevB Plot Plan

e. Is this a new permit application for an existing facility?

☐ Yes ☒ No

If **yes**, provide background discussion: N/A

f. Is/will the treatment facility/disposal site be located above the 100-year frequency flood level.

☒ Yes ☐ No

List source(s) used to determine 100-year frequency flood plain: FEMA Flood Map

If **no**, provide the elevation of the 100-year frequency flood plain and describe what protective measures are used/proposed to prevent flooding (including tail water and rainfall run-on controls) of the treatment facility and disposal area: N/A

**Attachment:** Attachment 2-FEMA FIRMETTE

g. For **new** or **major amendment** permit applications, will any construction operations result in a discharge of fill material into a water in the state?

☐ Yes ☒ No ☐ N/A (renewal only)

h. If **yes** to Item 1.g, has the applicant applied for a USACE CWA Chapter 404 Dredge and Fill permit?

☐ Yes ☐ No

If **yes**, provide the permit number: N/A

If **no**, provide an approximate date of application submittal to the USACE: N/A

## Item 2. Treatment System (Instructions, Page 40)

a. List any physical, chemical, or biological treatment process(es) used/proposed to treat wastewater at this facility. Include a description of each treatment process, starting with initial treatment and finishing with the outfall/point of disposal.

## **FLUSHING WWTP**

The main contaminated constituents being removed in the Flushing WWTP shall only include the following:

- Total organic carbon (including volatile organic carbon)
- Oil and grease
- Total fluorine (including fluoride compounds)
- Total suspended solids

The flows from the four influent sources are collected and stored in the Influent Pit also functions as equalization (Influent Pit provided by others). Prior to direct to the Influent Pit, the laboratory wastewater and emergency shower and eyewash station runoff will be pre-treated to prevent from any potential vapor or gases released out from the pit. Upstream of the Influent Pit, each of these two wastewaters will be dosed with activated alumina and activated carbon in a flash mixing tank respectively. These two streams are expected to contain high concentrations of volatile organic carbon (VOC) compared to the other influent streams. The activated alumina functions as both an adsorbent and coagulant to adsorb most of the high molecular weight VOCs in the stream and the low molecular weight VOCs will be further adsorbed by the activated carbon.

The equalized influent will be pumped out from the Influent Pit, and directed through a screen filter to remove large debris that may have accumulated in the Influent Pit. The screenings will be conveyed to a solids thickener. The screened water will be dosed inline with lime to aid in the precipitation of fluorine as calcium fluoride at a target pH between 10.1 and 10.5. The limed water will discharge into a settling tank with a hydraulic retention time (HRT) of 3 hours. This will provide sufficient retention time for the calcium fluoride precipitation reaction and subsequent setting of the precipitated solids. Settled solids at the bottom of the tank will be pumped to a solids thickener. The overflow from the settling tank will be dosed inline with hydrochloric acid to adjust the pH to a range between 5.5 and 6.5, which is the preferred operating range for activated alumina, then dosed with activated alumina. The water will then be discharged into a second settling tank with an HRT of 3 hours. This will provide sufficient retention time for residual total organic carbon (TOC) (including VOCs and oil and grease) and residual fluoride compounds to be adsorbed onto the activated alumina and settle to the bottom of the tank. The dosing rates of lime (hydrated calcium hydroxide) and activated alum will be decided in the related jar tests in operating conditions. The settled solids will be pumped to a solids thickener.

The overflow from the second settling tank will be dosed inline with ferric chloride and flocculant and conveyed to an agitated tank for coagulation and flocculation to aggregate colloidal suspended solids. After coagulation and flocculation, a micro-bubble dissolved air flotation (DAF) will be used to separate out the remaining suspended solids and the trace amounts of oil and grease. The micro-bubble DAF can remove total suspended solids (TSS) and oil and grease in the order of 90 – 95% removal and 95 – 98% removal, respectively. Also, the DAF will partially remove TOCs (30 – 45% of the total TOC) associated with the suspended particles and the soluble fraction that react with the chemicals added in the coagulation-flocculation step prior to the DAF. The DAF will ensure all TOCs, oil and grease, total fluoride compounds that were captured in the adsorbents, to be removed or reduced to very low level and meet required discharge specification. The solids from the DAF will be sent to a solids thickener. The clarifier overflow will be collected in a clearwater tank and further polished with an ultrafiltration unit to remove all TSS to meet discharge specifications prior to discharging the treated filtrate to environment. The ultrafiltration reject will be conveyed to a solids thickener.

All of the solid waste streams will be conveyed to a thickener to increase the solids content of the solid waste stream prior to a filter press. The thickener underflow will be fed into a conventional plate and frame filter press for solids dewatering. The thickener overflow and filter press filtrate will be recycled back to the head of the WWTP for treatment. The dewatered solids cake with the dry solids content up to 40% will be trucked off-site for waste disposal. As the flushing wastewater contains various hazardous chemicals, the solids waste generated from the Flushing WWTP shall be classed as a hazardous solids waste, disposal of such solids waste requires a licensed hazardous solids waste vendor.

### **UTILITY WWTP**

The main contaminated constituents being removed in the Utility WWTP shall include the following:

- Total hardness
- Total organic carbon
- Total suspended solids

The flows from the three influent sources are directed to the Influent Equalization Tank. The equalized influent will be pumped out from the Influent Equalization Tank and passed through a 200-micron self-cleaning filter to remove larger debris that may have accumulated in the Influent Equalization Tank. The screenings will be conveyed to a solids thickener. The screened water will be fed into a lime softening tank with a hydraulic retention time of 2 hours to reduce the total hardness to meet discharge target (85 mg/L as  $\text{CaCO}_3$ ). Adding lime will increase the pH of the water and facilitate the precipitation of calcium carbonate and magnesium hydroxide, which will reduce the overall hardness of the wastewater. The soften effluent will be dosed inline with hydrochloric acid to adjust the influent pH to circumneutral. After pH adjustment, the softened water will also be dosed inline with ferric chloride and flocculant and conveyed to an agitated tank for coagulation and flocculation to aggregate colloidal suspended solids.

After coagulation and flocculation, a micro-bubble DAF will be used to separate out the precipitated suspended solids in the order of 90 to 95% removal. Also, the DAF will partially remove TOCs (30 – 45% of the total TOC) associated with the suspended particles and the soluble fraction that react with the chemicals added in the coagulation-flocculation step prior to the DAF. The solids from the DAF will be sent to a solids thickener. The clear water from the DAF will be polished with an ultrafiltration unit to remove all TSS to meet discharge specifications prior to discharging the treated filtrate to environment. The ultrafiltration reject will be conveyed to a solids thickener.

All of the solid waste streams will be conveyed to a thickener to increase the solids content of the solid waste stream prior to a filter press. The thickener underflow will be fed into a conventional plate and frame filter press for solids dewatering. The thickener overflow and filter press filtrate will be recycled back to the head of the WWTP for treatment. The dewatered solids cake with the dry solids content up to 40% will be trucked off-site for waste disposal. The Utility WWTP wastewater doesn't contain hazardous chemical, the solids waste generated from the WWTP shall be classed as a non-hazardous solids waste, disposal of such solids waste requires a licensed solids waste vendor.

### **Sanitary WWTP**

The Sanitary WWTP will treat sanitary wastewater from the Administration Building. The sanitary wastewater is typical domestical wastewater from toilet, sinks, shower, dishwashers, kitchens and cleaning. The Sanitary WWTP will employ Biological Nutrient Removal (BNR) technology to remove the following contaminants:

- TSS
- BOD5
- NH3-N
- TN
- TP

The sanitary wastewater is collected by a sewer system and a pumpstation where the wastewater is pumped to the sanitary WWTP.

The influent is collected and stored in an Influent Equalization Tank. The equalized influent will be pumped out from the Influent Equalization Tank to fine screens to remove large solids and protect downstream treatment units. The screened influent then flows into Bioreactors, where biodegradable constituents in the wastewater will be broken down and removed through Biological Nutrients Removal (BNR) process. The Bioreactor mixed liquor will flow into Clarifiers for TSS removal and UVs for disinfection to meet treated effluent discharge criteria as specified by the WWTP permit. the disinfected effluent will be discharged to the Treated Wastewater Pit then pumped to the outfall ditch leading to the Canal.

Wasted Activated Sludge (WAS) from the biological treatment system will be sent to a gravity thickener and then to an Aerobic Digester, where the biological sludge will be stabilized with its volume reduction.

The stabilized biosolids will be dewatered to about 80% moisture sludge cake for final offsite disposal.

The centrate from WAS thickener and sludge dewatering will be sent back to upstream of the fine screens for further treatment.

The sanitary WWTP will be designed for continuous operation of 24 hours a day and 365 day a year with 2x100% process trains and major equipment.

### **Potable WTP**

The potable WTP will supply potable water to the Administration Building continuously and to the plant safety shower and eyewash stations intermittently.

The WTP receives water from the 1st stage RO permeate of the Utility water treatment system. The RO permeate is considered too soft to be used for potable water, therefore, it has to be remineralized to meet the National Primary Drinking Water Regulations (USEPA).

The received RO permeate is fed into Calcite contactors for remineralization, the remineralized water will be disinfected by UV / sodium hypochlorite to satisfy local code requirement for potable water.

The treated water will be store in two storage tanks including:

- One potable water storage tank with two distribution pumps to supply potable water to the administration building.
- One safety shower water storage tank with two distribution pumps to multiple safety shower and eyewash station.

The potable WTP will be designed as per NSF 60 and NSF 61 standards for continuous operation of 24 hours a day and 365 day a year with 2x100% process trains and major equipment.

- b. Attach a flow schematic **with a water balance** showing all sources of water and wastewater flow into the facility, wastewater flow into and from each treatment unit, and wastewater flow to each outfall/point of disposal.

**Attachment:** Attachment 3-US1-GEN-WW-UFD-0001

### Item 3. Impoundments (Instructions, Page 40)

Does the facility use or plan to use any wastewater impoundments (e.g., lagoons or ponds?)

☐ Yes ☒ No

If **no**, proceed to Item 4. If **yes**, complete **Item 3.a** for **existing** impoundments and **Items 3.a - 3.e** for **new or proposed** impoundments. **NOTE:** See instructions, Pages 40-42, for additional information on the attachments required by Items 3.a - 3.e.

- a. Complete the table with the following information for each existing, new, or proposed impoundment. Attach additional copies of the Impoundment Information table, if needed.

**Use Designation:** Indicate the use designation for each impoundment as Treatment (T), Disposal (D), Containment (C), or Evaporation (E).

**Associated Outfall Number:** Provide an outfall number if a discharge occurs or will occur.

**Liner Type:** Indicate the liner type as Compacted clay liner (C), In-situ clay liner (I), Synthetic/plastic/rubber liner (S), or Alternate liner (A). **NOTE:** See instructions for further detail on liner specifications. If an alternate liner (A) is selected, include an attachment that

provides a description of the alternate liner and any additional technical information necessary for an evaluation.

**Leak Detection System:** If any leak detection systems are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no.

**Groundwater Monitoring Wells and Data:** If groundwater monitoring wells are in place/planned, enter **Y** for yes. Otherwise, enter **N** for no. Attach any existing groundwater monitoring data.

**Dimensions:** Provide the dimensions, freeboard, surface area, storage capacity of the impoundments, and the maximum depth (not including freeboard). For impoundments with irregular shapes, submit surface area instead of length and width.

**Compliance with 40 CFR Part 257, Subpart D:** If the impoundment is required to be in compliance with 40 CFR Part 257, Subpart D, enter **Y** for yes. Otherwise, enter **N** for no.

**Date of Construction:** Enter the date construction of the impoundment commenced (mm/dd/yy).

#### Impoundment Information

Parameter	Pond #	Pond #	Pond #	Pond #
Use Designation: (T) (D) (C) or (E)				
Associated Outfall Number				
Liner Type (C) (I) (S) or (A)				
Alt. Liner Attachment Reference				
Leak Detection System, Y/N				
Groundwater Monitoring Wells, Y/N				
Groundwater Monitoring Data Attachment				
Pond Bottom Located Above The Seasonal High-Water Table, Y/N				
Length (ft)				
Width (ft)				
Max Depth From Water Surface (ft), Not Including Freeboard				
Freeboard (ft)				
Surface Area (acres)				
Storage Capacity (gallons)				
40 CFR Part 257, Subpart D, Y/N				
Date of Construction				

**Attachment:** N/A

The following information (**Items 3.b – 3.e**) is required only for **new or proposed** impoundments.

- b. For new or proposed impoundments, attach any available information on the following items. If attached, check **yes** in the appropriate box. Otherwise, check **no** or **not yet designed**.

1. Liner data

☐ Yes      ☐ No      ☐ Not yet designed

2. Leak detection system or groundwater monitoring data

☐ Yes      ☐ No      ☐ Not yet designed

3. Groundwater impacts

☐ Yes      ☐ No      ☐ Not yet designed

**NOTE:** Item b.3 is required if the bottom of the pond is not above the seasonal high-water table in the shallowest water-bearing zone.

**Attachment:** N/A

**For TLAP applications:** Items 3.c – 3.e are **not required**, continue to Item 4.

- c. Attach a USGS map or a color copy of original quality and scale which accurately locates and identifies all known water supply wells and monitor wells within ½-mile of the impoundments.

**Attachment:** N/A

- d. Attach copies of State Water Well Reports (e.g., driller's logs, completion data, etc.), and data on depths to groundwater for all known water supply wells including a description of how the depths to groundwater were obtained.

**Attachment:** N/A

- e. Attach information pertaining to the groundwater, soils, geology, pond liner, etc. used to assess the potential for migration of wastes from the impoundments or the potential for contamination of groundwater or surface water.

**Attachment:** N/A

## Item 4. Outfall/Disposal Method Information (Instructions, Page 42)

Complete the following tables to describe the location and wastewater discharge or disposal operations for each outfall for discharge, and for each point of disposal for TLAP operations.

If there are more outfalls/points of disposal at the facility than the spaces provided, copies of pages 6 and/or numbered accordingly (i.e., page 6a, 6b, etc.) may be used to provide information on the additional outfalls.

**For TLAP applications:** Indicate the disposal method and each individual irrigation area **I**, evaporation pond **E**, or subsurface drainage system **S** by providing the appropriate letter designation for the disposal method followed by a numerical designation for each disposal area in the space provided for **Outfall** number (e.g. **E1** for evaporation pond 1, **I2** for irrigation area No. 2, etc.).

**Outfall Longitude and Latitude**

Outfall No.	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)
001	28.699847	-96.960512

**Outfall Location Description**

Outfall No.	Location Description
001	Northwest corner of the property

**Description of Sampling Point(s) (if different from Outfall location)**

Outfall No.	Description of sampling point
001	Outlet of discharge pump located at Northwest corner of the property

**Outfall Flow Information - Permitted and Proposed**

Outfall No.	Permitted Daily Avg Flow (MGD)	Permitted Daily Max Flow (MGD)	Proposed Daily Avg Flow (MGD)	Proposed Daily Max Flow (MGD)	Anticipated Discharge Date (mm/dd/yy)
001			3.33	4.89	04/01/26

**Outfall Discharge - Method and Measurement**

Outfall No.	Pumped Discharge? Y/N	Gravity Discharge? Y/N	Type of Flow Measurement Device Used
001	Y	Y	Flowmeter

**Outfall Discharge - Flow Characteristics**

Outfall No.	Intermittent Discharge? Y/N	Continuous Discharge? Y/N	Seasonal Discharge? Y/N	Discharge Duration (hrs/day)	Discharge Duration (days/mo)	Discharge Duration (mo/yr)
001	Y	N	Y	24	30	12

## Outfall Wastestream Contributions

Outfall No. **001**

Contributing Wastestream	Volume (MGD)	Percent (%) of Total Flow
Process wastewater	0.19	3.9
Stormwater	4.28	87.5
Sanitary wastewater	0.005	0.1
Spent firewater	0.414(Max)/once emergency	8.5

### Item 5. Blowdown and Once-Through Cooling Water Discharges (Instructions, Page 43)

a. Indicate if the facility currently or proposes to:

- ☒ Yes ☐ No      Use cooling towers that discharge blowdown or other wastestreams
- ☒ Yes ☐ No      Use boilers that discharge blowdown or other wastestreams
- ☐ Yes ☒ No      Discharge once-through cooling water

**NOTE:** If the facility uses or plans to use cooling towers or once-through cooling water, Item 12 **is required**.

b. If **yes** to any of the above, attach an SDS with the following information for each chemical additive.

- Manufacturers Product Identification Number
- Product use (e.g., biocide, fungicide, corrosion inhibitor, etc.)
- Chemical composition including CASRN for each ingredient
- Classify product as non-persistent, persistent, or bioaccumulative
- Product or active ingredient half-life
- Frequency of product use (e.g., 2 hours/day once every two weeks)
- Product toxicity data specific to fish and aquatic invertebrate organisms
- Concentration of whole product or active ingredient, as appropriate, in wastestream.

In addition to each SDS, attach a summary of the above information for each specific wastestream and the associated chemical additives. Specify which outfalls are affected.

**Attachment:** The additive category for cooling system includes, scale inhibitor, biocide, anti-fouling reagent, and additives for boiler include: oxygen scavenger, phosphate solution, neutralizing amine. Their SDS need be provided by vendor later, they are unavailable at present.

c. Cooling Towers and Boilers

If the facility currently or proposes to use cooling towers or boilers that discharge blowdown or other wastestreams to the outfall(s), complete the following table.

**Cooling Towers and Boilers**

Type of Unit	Number of Units	Daily Avg Blowdown (gallons/day)	Daily Max Blowdown (gallons/day)
Cooling Towers	1	22640	26640
Boilers	1	254	381

## Item 6. Stormwater Management (Instructions, Page 44)

Will any existing/proposed outfalls discharge stormwater associated with industrial activities, as defined at 40 CFR § 122.26(b)(14), commingled with any other wastestream?

☒ Yes ☐ No

If **yes**, briefly describe the industrial processes and activities that occur outdoors or in a manner which may result in exposure of the activities or materials to stormwater: Floor flushing runoff from unloading area and contaminated rainwater from tank farm

## Item 7. Domestic Sewage, Sewage Sludge, and Septage Management and Disposal (Instructions, Page 44)

**Domestic Sewage** - Waste and wastewater from humans or household operations that is discharged to a wastewater collection system or otherwise enters a treatment works.

- a. Check the box next to the appropriate method of domestic sewage and domestic sewage sludge treatment or disposal. Complete Worksheet 5.0 or Item 7.b if directed to do so.
- ☐ Domestic sewage is routed (i.e., connected to or transported to) to a WWTP permitted to receive domestic sewage for treatment, disposal, or both. Complete Item 7.b.
  - ☐ Domestic sewage disposed of by an on-site septic tank and drainfield system. Complete Item 7.b.
  - ☐ Domestic and industrial treatment sludge ARE commingled prior to use or disposal.
  - ☒ Industrial wastewater and domestic sewage are treated separately, and the respective sludge IS NOT commingled prior to sludge use or disposal. Complete Worksheet 5.0.
  - ☐ Facility is a POTW. Complete Worksheet 5.0.
  - ☐ Domestic sewage is not generated on-site.
  - ☐ Other (e.g., portable toilets), specify and Complete Item 7.b: N/A
- b. Provide the name and TCEQ, NPDES, or TPDES Permit No. of the waste-disposal facility which receives the domestic sewage/septage. If hauled by motorized vehicle, provide the name and TCEQ Registration No. of the hauler.

**Domestic Sewage Plant/Hauler Name**

Plant/Hauler Name	Permit/Registration No.
TBD	TBD

Plant/Hauler Name	Permit/Registration No.

## Item 8. Improvements or Compliance/Enforcement Requirements (Instructions, Page 45)

- a. Is the permittee currently required to meet any implementation schedule for compliance or enforcement?
- ☐ Yes ☒ No
- b. Has the permittee completed or planned for any improvements or construction projects?
- ☐ Yes ☒ No
- c. If **yes** to either 8.a or 8.b, provide a brief summary of the requirements and a status update: N/A

## Item 9. Toxicity Testing (Instructions, Page 45)

Have any biological tests for acute or chronic toxicity been made on any of the discharges or on a receiving water in relation to the discharge within the last three years?

☐ Yes ☒ No

If **yes**, identify the tests and describe their purposes: N/A

Additionally, attach a copy of all tests performed which **have not** been submitted to the TCEQ or EPA. **Attachment:** N/A

## Item 10. Off-Site/Third Party Wastes (Instructions, Page 45)

- a. Does or will the facility receive wastes from off-site sources for treatment at the facility, disposal on-site via land application, or discharge via a permitted outfall?

☐ Yes ☒ No

If **yes**, provide responses to Items 10.b through 10.d below.

If **no**, proceed to Item 11.

- b. Attach the following information to the application:

- List of wastes received (including volumes, characterization, and capability with on-site wastes).
- Identify the sources of wastes received (including the legal name and addresses of the generators).
- Description of the relationship of waste source(s) with the facility's activities.

**Attachment:** N/A

- c. Is or will wastewater from another TCEQ, NPDES, or TPDES permitted facility commingled with this facility's wastewater after final treatment and prior to discharge via the final outfall/point of disposal?

☐ Yes ☐ No

If **yes**, provide the name, address, and TCEQ, NPDES, or TPDES permit number of the contributing facility and a copy of any agreements or contracts relating to this activity.

**Attachment:** N/A

- d. Is this facility a POTW that accepts/will accept process wastewater from any SIU and has/is required to have an approved pretreatment program under the NPDES/TPDES program?

☐ Yes ☐ No

If **yes**, **Worksheet 6.0** of this application is required.

## Item 11. Radioactive Materials (Instructions, Page 46)

- a. Are/will radioactive materials be mined, used, stored, or processed at this facility?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L.

### Radioactive Materials Mined, Used, Stored, or Processed

Radioactive Material Name	Concentration (pCi/L)

- b. Does the applicant or anyone at the facility have any knowledge or reason to believe that radioactive materials may be present in the discharge, including naturally occurring radioactive materials in the source waters or on the facility property?

☐ Yes ☒ No

If **yes**, use the following table to provide the results of one analysis of the effluent for all radioactive materials that may be present. Provide results in pCi/L. Do not include information provided in response to Item 11.a.

### Radioactive Materials Present in the Discharge

Radioactive Material Name	Concentration (pCi/L)

## Item 12. Cooling Water (Instructions, Page 46)

- a. Does the facility use or propose to use water for cooling purposes?

☒ Yes ☐ No

If **no**, stop here. If **yes**, complete Items 12.b thru 12.f.

b. Cooling water is/will be obtained from a groundwater source (e.g., on-site well).

☒ Yes ☐ No

If **yes**, stop here. If **no**, continue.

c. Cooling Water Supplier

1. Provide the name of the owner(s) and operator(s) for the CWIS that supplies or will supply water for cooling purposes to the facility.

**Cooling Water Intake Structure(s) Owner(s) and Operator(s)**

<b>CWIS ID</b>				
<b>Owner</b>				
<b>Operator</b>				

2. Cooling water is/will be obtained from a Public Water Supplier (PWS)

☐ Yes ☐ No

If **no**, continue. If **yes**, provide the PWS Registration No. and stop here: PWS No. N/A

3. Cooling water is/will be obtained from a reclaimed water source?

☐ Yes ☐ No

If **no**, continue. If **yes**, provide the Reuse Authorization No. and stop here: N/A

4. Cooling water is/will be obtained from an Independent Supplier

☐ Yes ☐ No

If **no**, proceed to Item 12.d. If **yes**, provide the actual intake flow of the Independent Supplier's CWIS that is/will be used to provide water for cooling purposes and proceed: N/A

d. 316(b) General Criteria

1. The CWIS(s) used to provide water for cooling purposes to the facility has or will have a cumulative design intake flow of 2 MGD or greater.

☐ Yes ☐ No

2. At least 25% of the total water withdrawn by the CWIS is/will be used at the facility exclusively for cooling purposes on an annual average basis.

☐ Yes ☐ No

3. The CWIS(s) withdraw(s)/propose(s) to withdraw water for cooling purposes from surface waters that meet the definition of Waters of the United States in 40 CFR § 122.2.

☐ Yes ☐ No

If **no**, provide an explanation of how the waterbody does not meet the definition of Waters of the United States in 40 CFR § 122.2: N/A

If **yes** to all three questions in Item 12.d, the facility **meets** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA. Proceed to **Item 12.f**.

If **no** to any of the questions in Item 12.d, the facility **does not meet** the minimum criteria to be subject to the full requirements of Section 316(b) of the CWA; however, a determination is required based upon BPJ. Proceed to **Item 12.e**.

- e. The facility does not meet the minimum requirements to be subject to the fill requirements of Section 316(b) **and uses/proposes to use cooling towers**.

☐ Yes ☐ No

If **yes**, stop here. If **no**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ.

- f. Oil and Gas Exploration and Production

1. The facility is subject to requirements at 40 CFR Part 435, Subparts A or D.

☐ Yes ☐ No

If **yes**, continue. If **no**, skip to Item 12.g.

2. The facility is an existing facility as defined at 40 CFR § 125.92(k) or a new unit at an existing facility as defined at 40 CFR § 125.92(u).

☐ Yes ☐ No

If **yes**, complete Worksheet 11.0, Items 1.a, 1.b.1-3 and 6, 2.b.1, and 3.a to allow for a determination based upon BPJ. If **no**, skip to Item 12.g.3.

- g. Compliance Phase and Track Selection

1. Phase I - New facility subject to 40 CFR Part 125, Subpart I

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection, attach the requested information, and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.

☐ Track I - AIF greater than 2 MGD, but less than 10 MGD

- Attach information required by 40 CFR §§ 125.86(b)(2)-(4).

☐ Track I - AIF greater than 10 MGD

- Attach information required by 40 CFR § 125.86(b).

☐ Track II

- Attach information required by 40 CFR § 125.86(c).

**Attachment:** N/A

2. Phase II - Existing facility subject to 40 CFR Part 125, Subpart J

☐ Yes ☐ No

If **yes**, complete Worksheets 11.0 through 11.3, as applicable.

3. Phase III - New facility subject to 40 CFR Part 125, Subpart N

☐ Yes ☐ No

If **yes**, check the box next to the compliance track selection and provide the requested information.

- ☐ Track I – Fixed facility
  - Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Items 2 and 3, and Worksheet 11.2.
- ☐ Track I – Not a fixed facility
  - Attach information required by 40 CFR § 125.136(b) and complete Worksheet 11.0, Item 2 (except CWIS latitude/longitude under Item 2.a).
- ☐ Track II – Fixed facility
  - Attach information required by 40 CFR § 125.136(c) and complete Worksheet 11.0, Items 2 and 3.

Attachment: N/A

### Item 13. Permit Change Requests (Instructions, Page 48)

This item is only applicable to existing permitted facilities.

a. Is the facility requesting a **major amendment** of an existing permit?

☐ Yes      ☐ No

If **yes**, list each request individually and provide the following information: 1) detailed information regarding the scope of each request and 2) a justification for each request. Attach any supplemental information or additional data to support each request.

N/A

b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes      ☐ No

If **yes**, list and describe each change individually.

N/A

c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes      ☐ No

If **yes**, list and describe each change individually.

N/A

## Item 14. Laboratory Accreditation (Instructions, Page 49)

All laboratory tests performed must meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*, which includes the following general exemptions from National Environmental Laboratory Accreditation Program (NELAP) certification requirements:

- The laboratory is an in-house laboratory and is:
  - periodically inspected by the TCEQ; or
  - located in another state and is accredited or inspected by that state; or
  - performing work for another company with a unit located in the same site; or
  - performing pro bono work for a governmental agency or charitable organization.
- The laboratory is accredited under federal law.
- The data are needed for emergency-response activities, and a laboratory accredited under the Texas Laboratory Accreditation Program is not available.
- The laboratory supplies data for which the TCEQ does not offer accreditation.

The applicant should review *30 TAC Chapter 25* for specific requirements.

The following certification statement shall be signed and submitted with every application. See the *Signature Page* section in the Instructions, for a list of designated representatives who may sign the certification.

### CERTIFICATION:

I certify that all laboratory tests submitted with this application meet the requirements of *30 TAC Chapter 25, Environmental Testing Laboratory Accreditation and Certification*.

Printed Name: N/A

Title: N/A

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 2.0: POLLUTANT ANALYSIS

Worksheet 2.0 is **required** for all applications submitted for a TPDES permit. Worksheet 2.0 is not required for applications for a permit to dispose of all wastewater by land disposal or for discharges solely of stormwater associated with industrial activities.

### Item 1. General Testing Requirements (Instructions, Page 55)

- Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): N/A
- ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Read the general testing requirements in the instructions for important information about sampling, test methods, and MALs. If a contact laboratory was used, attach a list which includes the name, contact information, and pollutants analyzed for each laboratory/firm.  
**Attachment:** N/A

### Item 2. Specific Testing Requirements (Instructions, Page 56)

Attach correspondence from TCEQ approving submittal of less than the required number of samples, if applicable. **Attachment:** N/A

#### TABLE 1 and TABLE 2 (Instructions, Page 58)

Completion of Tables 1 and 2 is required for all external outfalls for all TPDES permit applications.

Table 1 for Outfall No.: 001

Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
BOD (5-day)				
CBOD (5-day)				
Chemical oxygen demand				
Total organic carbon				
Dissolved oxygen				
Ammonia nitrogen				
Total suspended solids				
Nitrate nitrogen				
Total organic nitrogen				
Total phosphorus				
Oil and grease				
Total residual chlorine				

Pollutant	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)
Total dissolved solids				
Sulfate				
Chloride				
Fluoride				
Total alkalinity (mg/L as CaCO3)				
Temperature (°F)				
pH (standard units)				

Table 2 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	MAL (µg/L)
Aluminum, total					2.5
Antimony, total					5
Arsenic, total					0.5
Barium, total					3
Beryllium, total					0.5
Cadmium, total					1
Chromium, total					3
Chromium, hexavalent					3
Chromium, trivalent					N/A
Copper, total					2
Cyanide, available					2/10
Lead, total					0.5
Mercury, total					0.005/0.0005
Nickel, total					2
Selenium, total					5
Silver, total					0.5
Thallium, total					0.5
Zinc, total					5.0

TABLE 3 (Instructions, Page 58)

**Completion** of Table 3 is required for all **external outfalls** which discharge process wastewater.

**Partial completion** of Table 3 is required for all **external outfalls** which discharge non-process wastewater and stormwater associated with industrial activities commingled with other wastestreams (see instructions for additional guidance).

Table 3 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Acrylonitrile					50
Anthracene					10
Benzene					10
Benidine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
Bis(2-chloroethyl)ether					10
Bis(2-ethylhexyl)phthalate					10
Bromodichloromethane [Dichlorobromomethane]					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane [Dibromochloromethane]					10
Chloroform					10
Chrysene					5
m-Cresol [3-Methylphenol]					10
o-Cresol [2-Methylphenol]					10
p-Cresol [4-Methylphenol]					10
1,2-Dibromoethane					10
m-Dichlorobenzene [1,3-Dichlorobenzene]					10
o-Dichlorobenzene [1,2-Dichlorobenzene]					10
p-Dichlorobenzene [1,4-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5
1,2-Dichloroethane					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
1,1-Dichloroethene [1,1-Dichloroethylene]					10
Dichloromethane [Methylene chloride]					20
1,2-Dichloropropane					10
1,3-Dichloropropene [1,3-Dichloropropylene]					10
2,4-Dimethylphenol					10
Di-n-Butyl phthalate					10
Ethylbenzene					10
Fluoride					500
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Methyl ethyl ketone					50
Nitrobenzene					10
N-Nitrosodiethylamine					20
N-Nitroso-di-n-butylamine					20
Nonylphenol					333
Pentachlorobenzene					20
Pentachlorophenol					5
Phenanthrene					10
Polychlorinated biphenyls (PCBs) (**)					0.2
Pyridine					20
1,2,4,5-Tetrachlorobenzene					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethene [Tetrachloroethylene]					10
Toluene					10
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethene [Trichloroethylene]					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
2,4,5-Trichlorophenol					50
TTHM (Total trihalomethanes)					10
Vinyl chloride					10

(\*) Indicate units if different from µg/L.

(\*\*) Total of detects for PCB-1242, PCB-1254, PCB-1221, PCB-1232, PCB-1248, PCB-1260, and PCB-1016. If all non-detects, enter the highest non-detect preceded by a "<".

#### TABLE 4 (Instructions, Pages 58-59)

Partial completion of Table 4 **is required** for each **external outfall** based on the conditions below.

##### a. Tributyltin

Is this facility an industrial/commercial facility which currently or proposes to directly dispose of wastewater from the types of operations listed below or a domestic facility which currently or proposes to receive wastewater from the types of industrial/commercial operations listed below?

☐ Yes ☒ No

If **yes**, check the box next to each of the following criteria which apply and provide the appropriate testing results in Table 4 below (check all that apply).

- ☐ Manufacturers and formulators of tributyltin or related compounds.
- ☐ Painting of ships, boats and marine structures.
- ☐ Ship and boat building and repairing.
- ☐ Ship and boat cleaning, salvage, wrecking and scaling.
- ☐ Operation and maintenance of marine cargo handling facilities and marinas.
- ☐ Facilities engaged in wood preserving.
- ☐ Any other industrial/commercial facility for which tributyltin is known to be present, or for which there is any reason to believe that tributyltin may be present in the effluent.

##### b. Enterococci (discharge to saltwater)

This facility discharges/proposes to discharge directly into saltwater receiving waters **and** Enterococci bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

c. **E. coli (discharge to freshwater)**

This facility discharges/proposes to discharge directly into freshwater receiving waters **and** *E. coli* bacteria are expected to be present in the discharge based on facility processes.

☐ Yes ☒ No

Domestic wastewater is/will be discharged.

☐ Yes ☒ No

If **yes to either** question, provide the appropriate testing results in Table 4 below.

Table 4 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1	Sample 2	Sample 3	Sample 4	MAL
Tributyltin (µg/L)					0.010
Enterococci (cfu or MPN/100 mL)					N/A
<i>E. coli</i> (cfu or MPN/100 mL)					N/A

TABLE 5 (Instructions, Page 59)

**Completion of Table 5 is required** for all **external outfalls** which discharge process wastewater from a facility which manufactures or formulates pesticides or herbicides or other wastewaters which may contain pesticides or herbicides.

If this facility does not/will not manufacture or formulate pesticides or herbicides and does not/will not discharge other wastewaters that may contain pesticides or herbicides, check N/A.

☒ N/A

Table 5 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Aldrin					0.01
Carbaryl					5
Chlordane					0.2
Chlorpyrifos					0.05
4,4'-DDD					0.1
4,4'-DDE					0.1
4,4'-DDT					0.02
2,4-D					0.7
Danitol [Fenpropathrin]					—
Demeton					0.20
Diazinon					0.5/0.1
Dicofol [Kelthane]					1
Dieldrin					0.02
Diuron					0.090

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)*
Endosulfan I ( <i>alpha</i> )					0.01
Endosulfan II ( <i>beta</i> )					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Guthion [Azinphos methyl]					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
Hexachlorocyclohexane ( <i>alpha</i> )					0.05
Hexachlorocyclohexane ( <i>beta</i> )					0.05
Hexachlorocyclohexane ( <i>gamma</i> ) [Lindane]					0.05
Hexachlorophene					10
Malathion					0.1
Methoxychlor					2.0
Mirex					0.02
Parathion (ethyl)					0.1
Toxaphene					0.3
2,4,5-TP [Silvex]					0.3

\* Indicate units if different from µg/L.

TABLE 6 (Instructions, Page 59)

Completion of Table 6 is required for all external outfalls.

Table 6 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutants	Believed Present	Believed Absent	Sample 1 (mg/L)	Sample 2 (mg/L)	Sample 3 (mg/L)	Sample 4 (mg/L)	MAL (µg/L)*
Bromide	<input type="checkbox"/>	<input type="checkbox"/>					400
Color (PCU)	<input type="checkbox"/>	<input type="checkbox"/>					—
Nitrate-Nitrite (as N)	<input type="checkbox"/>	<input type="checkbox"/>					—
Sulfide (as S)	<input type="checkbox"/>	<input type="checkbox"/>					—
Sulfite (as SO <sub>3</sub> )	<input type="checkbox"/>	<input type="checkbox"/>					—
Surfactants	<input type="checkbox"/>	<input type="checkbox"/>					—
Boron, total	<input type="checkbox"/>	<input type="checkbox"/>					20
Cobalt, total	<input type="checkbox"/>	<input type="checkbox"/>					0.3
Iron, total	<input type="checkbox"/>	<input type="checkbox"/>					7
Magnesium, total	<input type="checkbox"/>	<input type="checkbox"/>					20
Manganese, total	<input type="checkbox"/>	<input type="checkbox"/>					0.5
Molybdenum, total	<input type="checkbox"/>	<input type="checkbox"/>					1
Tin, total	<input type="checkbox"/>	<input type="checkbox"/>					5
Titanium, total	<input type="checkbox"/>	<input type="checkbox"/>					30

**TABLE 7 (Instructions, Page 60)**

Check the box next to any of the industrial categories applicable to this facility. If no categories are applicable, check N/A. If GC/MS testing is required, check the box provided to confirm the testing results for the appropriate parameters are provided with the application.

☒ N/A

**Table 7 for Applicable Industrial Categories**

Industrial Category	40 CFR Part	Volatiles Table 8	Acids Table 9	Bases/Neutrals Table 10	Pesticides Table 11
<input type="checkbox"/> Adhesives and Sealants		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Aluminum Forming	467	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Auto and Other Laundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Battery Manufacturing	461	<input type="checkbox"/> Yes	No	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Coal Mining	434	No	No	No	No
<input type="checkbox"/> Coil Coating	465	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Copper Forming	468	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Electric and Electronic Components	469	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Electroplating	413	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Explosives Manufacturing	457	No	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Foundries		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts A,B,C,E	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Gum and Wood Chemicals - Subparts D,F	454	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Inorganic Chemicals Manufacturing	415	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Iron and Steel Manufacturing	420	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Leather Tanning and Finishing	425	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Mechanical Products Manufacturing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Nonferrous Metals Manufacturing	421,471	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Oil and Gas Extraction - Subparts A, D, E, F, G, H	435	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Ore Mining - Subpart B	440	No	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Organic Chemicals Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Paint and Ink Formulation	446,447	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Pesticides	455	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Petroleum Refining	419	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Pharmaceutical Preparations	439	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Photographic Equipment and Supplies	459	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Plastic and Synthetic Materials Manufacturing	414	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Plastic Processing	463	<input type="checkbox"/> Yes	No	No	No
<input type="checkbox"/> Porcelain Enameling	466	No	No	No	No
<input type="checkbox"/> Printing and Publishing		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart C	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts F, K	430	<input type="checkbox"/> *	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts A, B, D, G, H	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> *
<input type="checkbox"/> Pulp and Paperboard Mills - Subparts I, J, L	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *	<input type="checkbox"/> Yes
<input type="checkbox"/> Pulp and Paperboard Mills - Subpart E	430	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> *
<input type="checkbox"/> Rubber Processing	428	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Soap and Detergent Manufacturing	417	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Steam Electric Power Plants	423	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No	No
<input type="checkbox"/> Textile Mills (Not Subpart C)	410	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	No
<input type="checkbox"/> Timber Products Processing	429	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

\* Test if believed present.

**TABLES 8, 9, 10, and 11 (Instructions, Page 60)**

Completion of Tables 8, 9, 10, and 11 **is required** as specified in Table 7 for all **external outfalls** that contain process wastewater.

Completion of Tables 8, 9, 10, and 11 **may be required** for types of industry not specified in Table 7 for specific parameters that are believed to be present in the wastewater.

Table 8 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acrolein					50
Acrylonitrile					50
Benzene					10
Bromoform					10
Carbon tetrachloride					2
Chlorobenzene					10
Chlorodibromomethane					10
Chloroethane					50
2-Chloroethylvinyl ether					10
Chloroform					10
Dichlorobromomethane [Bromodichloromethane]					10
1,1-Dichloroethane					10
1,2-Dichloroethane					10
1,1-Dichloroethylene [1,1-Dichloroethene]					10
1,2-Dichloropropane					10
1,3-Dichloropropylene [1,3-Dichloropropene]					10
Ethylbenzene					10
Methyl bromide [Bromomethane]					50
Methyl chloride [Chloromethane]					50
Methylene chloride [Dichloromethane]					20
1,1,2,2-Tetrachloroethane					10
Tetrachloroethylene [Tetrachloroethene]					10
Toluene					10
1,2-Trans-dichloroethylene [1,2-Trans-dichloroethene]					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
1,1,1-Trichloroethane					10
1,1,2-Trichloroethane					10
Trichloroethylene [Trichloroethene]					10
Vinyl chloride					10

\* Indicate units if different from µg/L.

Table 9 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
2-Chlorophenol					10
2,4-Dichlorophenol					10
2,4-Dimethylphenol					10
4,6-Dinitro-o-cresol					50
2,4-Dinitrophenol					50
2-Nitrophenol					20
4-Nitrophenol					50
p-Chloro-m-cresol					10
Pentachlorophenol					5
Phenol					10
2,4,6-Trichlorophenol					10

\* Indicate units if different from µg/L.

Table 10 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Acenaphthene					10
Acenaphthylene					10
Anthracene					10
Benzydine					50
Benzo(a)anthracene					5
Benzo(a)pyrene					5
3,4-Benzofluoranthene [Benzo(b)fluoranthene]					10
Benzo(ghi)perylene					20
Benzo(k)fluoranthene					5
Bis(2-chloroethoxy)methane					10

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Bis(2-chloroethyl)ether					10
Bis(2-chloroisopropyl)ether					10
Bis(2-ethylhexyl)phthalate					10
4-Bromophenyl phenyl ether					10
Butylbenzyl phthalate					10
2-Chloronaphthalene					10
4-Chlorophenyl phenyl ether					10
Chrysene					5
Dibenzo(a,h)anthracene					5
1,2-Dichlorobenzene [o-Dichlorobenzene]					10
1,3-Dichlorobenzene [m-Dichlorobenzene]					10
1,4-Dichlorobenzene [p-Dichlorobenzene]					10
3,3'-Dichlorobenzidine					5
Diethyl phthalate					10
Dimethyl phthalate					10
Di-n-butyl phthalate					10
2,4-Dinitrotoluene					10
2,6-Dinitrotoluene					10
Di-n-octyl phthalate					10
1,2-Diphenylhydrazine (as Azobenzene)					20
Fluoranthene					10
Fluorene					10
Hexachlorobenzene					5
Hexachlorobutadiene					10
Hexachlorocyclopentadiene					10
Hexachloroethane					20
Indeno(1,2,3-cd)pyrene					5
Isophorone					10
Naphthalene					10
Nitrobenzene					10
N-Nitrosodimethylamine					50

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
N-Nitrosodi-n-propylamine					20
N-Nitrosodiphenylamine					20
Phenanthrene					10
Pyrene					10
1,2,4-Trichlorobenzene					10

\* Indicate units if different from µg/L.

Table 11 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
Aldrin					0.01
alpha-BHC [alpha-Hexachlorocyclohexane]					0.05
beta-BHC [beta-Hexachlorocyclohexane]					0.05
gamma-BHC [gamma-Hexachlorocyclohexane]					0.05
delta-BHC [delta-Hexachlorocyclohexane]					0.05
Chlordane					0.2
4,4'-DDT					0.02
4,4'-DDE					0.1
4,4'-DDD					0.1
Dieldrin					0.02
Endosulfan I (alpha)					0.01
Endosulfan II (beta)					0.02
Endosulfan sulfate					0.1
Endrin					0.02
Endrin aldehyde					0.1
Heptachlor					0.01
Heptachlor epoxide					0.01
PCB 1242					0.2
PCB 1254					0.2
PCB 1221					0.2
PCB 1232					0.2
PCB 1248					0.2

Pollutant	Sample 1 (µg/L)*	Sample 2 (µg/L)*	Sample 3 (µg/L)*	Sample 4 (µg/L)*	MAL (µg/L)
PCB 1260					0.2
PCB 1016					0.2
Toxaphene					0.3

\* Indicate units if different from µg/L.

**Attachment:** [Click to enter text.](#)

#### TABLE 12 (DIOXINS/FURAN COMPOUNDS)

Complete of Table 12 **is required** for **external outfalls**, as directed below. (Instructions, Pages 59-60)

Indicate which compound(s) are manufactured or used at the facility and provide a brief description of the conditions of its/their presence at the facility (check all that apply).

- ☐ 2,4,5-trichlorophenoxy acetic acid (2,4,5-T) CASRN 93-76-5
- ☐ 2-(2,4,5-trichlorophenoxy) propanoic acid (Silvex, 2,4,5-TP) CASRN 93-72-1
- ☐ 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dichloropropionate (Erbon) CASRN 136-25-4
- ☐ 0,0-dimethyl 0-(2,4,5-trichlorophenyl) phosphorothioate (Ronnell) CASRN 299-84-3
- ☐ 2,4,5-trichlorophenol (TCP) CASRN 95-95-4
- ☐ hexachlorophene (HCP) CASRN 70-30-4
- ☐ None of the above

Description: [Click to enter text.](#)

Does the applicant or anyone at the facility know or have any reason to believe that 2,3,7,8-tetrachlorodibenzo-p-dioxin (TCDD) or any congeners of TCDD may be present in the effluent proposed for discharge?

- ☐ Yes ☐ No

Description: [Click to enter text.](#)

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 12 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDD	1					10
1,2,3,7,8-PeCDD	1.0					50
2,3,7,8-HxCDDs	0.1					50
1,2,3,4,6,7,8-HpCDD	0.01					50

Compound	Toxicity Equivalent Factors	Wastewater Concentration (ppq)	Wastewater Toxicity Equivalents (ppq)	Sludge Concentration (ppt)	Sludge Toxicity Equivalents (ppt)	MAL (ppq)
2,3,7,8-TCDF	0.1					10
1,2,3,7,8-PeCDF	0.03					50
2,3,4,7,8-PeCDF	0.3					50
2,3,7,8-HxCDFs	0.1					50
2,3,4,7,8-HpCDFs	0.01					50
OCDD	0.0003					100
OCDF	0.0003					100
PCB 77	0.0001					500
PCB 81	0.0003					500
PCB 126	0.1					500
PCB 169	0.03					500
Total						

**TABLE 13 (HAZARDOUS SUBSTANCES)**

Complete Table 13 **is required** for all **external outfalls** as directed below. (Instructions, Pages 60-61)

Are there any pollutants listed in the instructions (pages 55-62) believed present in the discharge?

☐ Yes ☒ No

Are there pollutants listed in Item 1.c. of Technical Report 1.0 which are believed present in the discharge and have not been analytically quantified elsewhere in this application?

☐ Yes ☒ No

If **yes** to either Items a or b, complete Table 13 as instructed.

Table 13 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

Pollutant	CASRN	Sample 1 (µg/L)	Sample 2 (µg/L)	Sample 3 (µg/L)	Sample 4 (µg/L)	Analytical Method

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 4.0: RECEIVING WATERS

This worksheet **is required** for all TPDES permit applications.

### Item 1. Domestic Drinking Water Supply (Instructions, Page 80)

- a. There is a surface water intake for domestic drinking water supply located within 5 (five) miles downstream from the point/proposed point of discharge.

☐ Yes ☒ No

If **no**, stop here and proceed to Item 2. If **yes**, provide the following information:

1. The legal name of the owner of the drinking water supply intake: [Click to enter text.](#)
2. The distance and direction from the outfall to the drinking water supply intake: [Click to enter text.](#)

- b. Locate and identify the intake on the USGS 7.5-minute topographic map provided for Administrative Report 1.0.

☐ Check this box to confirm the above requested information is provided.

### Item 2. Discharge Into Tidally Influenced Waters (Instructions, Page 80)

If the discharge is to tidally influenced waters, complete this section. Otherwise, proceed to Item 3.

- a. Width of the receiving water at the outfall: N/A feet
- b. Are there oyster reefs in the vicinity of the discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the oyster reefs: [Click to enter text.](#)

- c. Are there sea grasses within the vicinity of the point of discharge?

☐ Yes ☐ No

If **yes**, provide the distance and direction from the outfall(s) to the grasses: [Click to enter text.](#)

### Item 3. Classified Segment (Instructions, Page 80)

The discharge is/will be directly into (or within 300 feet of) a classified segment.

☐ Yes ☒ No

If **yes**, stop here and do not complete Items 4 and 5 of this worksheet or Worksheet 4.1.

If **no**, complete Items 4 and 5 and Worksheet 4.1 may be required.

## Item 4. Description of Immediate Receiving Waters (Instructions, Page 80)

a. Name of the immediate receiving waters: A ditch

b. Check the appropriate description of the immediate receiving waters:

☐ Lake or Pond

- Surface area (acres): Click to enter text.

- Average depth of the entire water body (feet): Click to enter text.

- Average depth of water body within a 500-foot radius of the discharge point (feet):  
Click to enter text.

☒ Man-Made Channel or Ditch

☐ Stream or Creek

☐ Freshwater Swamp or Marsh

☐ Tidal Stream, Bayou, or Marsh

☐ Open Bay

☐ Other, specify:

If **Man-Made Channel or Ditch** or **Stream or Creek** were selected above, provide responses to Items 4.c – 4.g below:

c. For **existing discharges**, check the description below that best characterizes the area **upstream** of the discharge.

For **new discharges**, check the description below that best characterizes the area **downstream** of the discharge.

☒ Intermittent (dry for at least one week during most years)

☐ Intermittent with Perennial Pools (enduring pools containing habitat to maintain aquatic life uses)

☐ Perennial (normally flowing)

Check the source(s) of the information used to characterize the area upstream (existing discharge) or downstream (new discharge):

☐ USGS flow records

☒ personal observation

☐ historical observation by adjacent landowner(s)

☐ other, specify: Click to enter text.

d. List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point: Blue Bayou

e. The receiving water characteristics change within three miles downstream of the discharge (e.g., natural or man-made dams, ponds, reservoirs, etc.).

☒ Yes      ☐ No

If **yes**, describe how: The wastewater will reach Guadalupe River

- f. General observations of the water body during normal dry weather conditions: Dry drainage swale

Date and time of observation: 01/17/2025 10 am

- g. The water body was influenced by stormwater runoff during observations.

☐ Yes ☒ No

If **yes**, describe how: Click to enter text.

## Item 5. General Characteristics of Water Body (Instructions, Page 81)

- a. Is the receiving water upstream of the existing discharge or proposed discharge site influenced by any of the following (check all that apply):

<input type="checkbox"/> oil field activities	<input type="checkbox"/> urban runoff
<input type="checkbox"/> agricultural runoff	<input type="checkbox"/> septic tanks
<input type="checkbox"/> upstream discharges	<input checked="" type="checkbox"/> other, specify: <u>Undeveloped</u>

- b. Uses of water body observed or evidence of such uses (check all that apply):

<input type="checkbox"/> livestock watering	<input type="checkbox"/> industrial water supply
<input type="checkbox"/> non-contact recreation	<input type="checkbox"/> irrigation withdrawal
<input type="checkbox"/> domestic water supply	<input type="checkbox"/> navigation
<input type="checkbox"/> contact recreation	<input type="checkbox"/> picnic/park activities
<input type="checkbox"/> fishing	<input checked="" type="checkbox"/> other, specify: <u>Stormwater runoff</u>

- c. Description which best describes the aesthetics of the receiving water and the surrounding area (check only one):

☐ **Wilderness:** outstanding natural beauty; usually wooded or un-pastured area: water clarity exceptional

☒ **Natural Area:** trees or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

☐ **Common Setting:** not offensive, developed but uncluttered; water may be colored or turbid

☐ **Offensive:** stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 5.0: SEWAGE SLUDGE MANAGEMENT AND DISPOSAL

The following information **is required** for all TPDES permit applications that meet the conditions as outlined in Technical Report 1.0, Item 7.

### Item 1. Sewage Sludge Solids Management Plan (Instructions, Page 84)

a. Is this a new permit application or an amendment permit application?

☒ Yes ☐ No

b. Does or will the facility discharge in the Lake Houston watershed?

☐ Yes ☒ No

If **yes** to either Item 1.a or 1.b, attach a solids management plan. **Attachment:** Attachment 4- Sewage Sludge Management Plan

### Item 2. Sewage Sludge Management and Disposal (Instructions, Page 84)

a. Check the box next to the sludge disposal method(s) authorized under the facility's existing permit (check all that apply).

- ☒ Permitted landfill
- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Registered land application site, attach Form TCEQ-00565
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Transported to another WWTP
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach the required TCEQ forms as directed. Failure to submit the required TCEQ form will result in delays in processing the application

**Attachment:** N/A

b. Provide the following information for each disposal site:

Disposal site name: TBD

TCEQ Permit/Registration Number: TBD

County where disposal site is located: TBD

c. Method of sewage sludge transportation:

☒ truck    ☐ train    ☐ pipe    ☐ other: [Click to enter text.](#)

TCEQ Hauler Registration Number: TBD

d. Sludge is transported as a:

☐ liquid    ☐ semi-liquid    ☒ semi-solid    ☒ solid

e. Purpose of land application: ☐ reclamation    ☐ soil conditioning    ☒ N/A

f. If sewage sludge is transported to another WWTP for treatment, attach a written statement or copy of contractual agreements confirming that the WWTP identified above will accept and be responsible for the sludge from this facility for the life of the permit (at least 5 years).

**Attachment:** N/A

### Item 3. Authorization for Sewage Sludge Disposal (Instructions, Page 85)

If this is a new or major amendment application which requests authorization of a new sewage sludge disposal method, check the new sewage disposal method(s) requested for authorization (check all that apply):

- ☐ Marketing and distribution by the permittee, attach Form TCEQ-00551
- ☐ Processed by the permittee, attach Form TCEQ-00744
- ☐ Surface disposal site (sludge monofill), attach Form TCEQ-00744
- ☐ Beneficial land application, attach Form TCEQ-10451
- ☐ Incineration, attach Form TCEQ-00744

Based on the selection(s) made above, complete and attach any required TCEQ forms, as directed. Failure to submit the required TCEQ form will result in delays in processing the application.

**Attachment:** N/A

**NOTE:** New authorization for beneficial land application, incineration, processing, or disposal in the TPDES permit or TLAP **requires a major amendment to the permit**. New authorization for composting may require a major amendment to the permit. See the instructions to determine if a major amendment is required or if authorization for composting can be added through the renewal process.

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 7.0: STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

This worksheet **is required** for all TPDES permit applications requesting individual permit coverage for discharges consisting of **either**: 1) solely of stormwater discharges associated with industrial activities, as defined in *40 CFR § 122.26(b)(14)(i-xi)*, **or** 2) stormwater discharges associated with industrial activities and any of the listed allowable non-stormwater discharges, as defined in the MSGP (TXR05000), Part II, Section A, Item 6.

Discharges of stormwater as defined in *40 CFR § 122.26 (b)(13)* are not required to obtain authorization under a TPDES permit (see exceptions at *40 CFR §§ 122.26(a)(1)* and *(9)*). Authorization for discharge may be required from a local municipal separate storm sewer system.

### Item 1. Applicability (Instructions, Page 89)

Do discharges from any of the existing/proposed outfalls consist either 1) solely of stormwater discharges associated with industrial activities **or** 2) stormwater discharges associated with industrial activities and any of the allowable non-stormwater discharges?

☒ Yes ☐ No

If **no**, stop here. If **yes**, proceed as directed.

### Item 2. Stormwater Coverage (Instructions, Page 89)

List each existing/proposed stormwater outfall at the facility and indicate which type of authorization covers or is proposed to cover discharges.

#### Authorization Coverage

Outfall	Authorization under MSGP	Authorized Under Individual Permit
001	<input type="checkbox"/>	<input checked="" type="checkbox"/> Discharges from emergency firefighting activities
001	<input type="checkbox"/>	<input checked="" type="checkbox"/> Stormwater discharges associated with industrial activities
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

If **all** existing/proposed outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) are **authorized under the MSGP**, **stop** here.

If **seeking authorization** for any outfalls which discharge stormwater associated with industrial activities (and any of the allowable non-stormwater discharges) **under an individual permit, proceed.**

**NOTE: The following information is required for each existing/proposed stormwater outfall for which the facility is seeking individual permit authorization under this application**

### Item 3. Site Map (Instructions, Page 90)

Attach a site map or maps (drawn to scale) of the entire facility with the following information.

- the location of each stormwater outfall to be covered by the permit
- an outline of the drainage area that is within the facility's boundary and that contributes stormwater to each outfall to be covered by the permit
- connections or discharge points to municipal separate storm sewer systems
- locations of all structures (e.g. buildings, garages, storage tanks)
- structural control devices that are designed to reduce pollution in discharges of stormwater associated with industrial activities
- process wastewater treatment units (including ponds)
- bag house and other air treatment units exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)
- landfills; scrapyards; surface water bodies (including wetlands)
- vehicle and equipment maintenance areas
- physical features of the site that may influence discharges of stormwater associated with industrial activities or contribute a dry weather flow
- locations where spills or leaks of reportable quality (as defined in 30 TAC § 327.4) have occurred during the three years before this application was submitted to obtain coverage under an individual permit
- processing areas, storage areas, material loading/unloading areas, and other locations where significant materials are exposed to stormwater (stormwater runoff, snow melt runoff, and surface runoff and drainage)

☒ Check the box to confirm all above information was provided on the facility site map(s).

**Attachment:** Attachment 5-US1-GEN-WW-DGA-0001 RevA

### Item 4. Facility/Site Information (Instructions, Page 90)

- a. Provide the area of impervious surface and the total area drained by each stormwater outfall requested for authorization by this permit application.

#### Impervious Surfaces

Outfall	Area of Impervious Surface (include units)	Total Area Drained (include units)
1	15.26 acre	18.17 acre

Outfall	Area of Impervious Surface (include units)	Total Area Drained (include units)

- b. Provide the following local area rainfall information and the source of the information.

Wettest month: May

Average rainfall for wettest month (total inches): ~5.6"

25-year, 24-hour rainfall (inches): 7"

Source: National Oceanic and Atmospheric Administration (NOAA)

- c. Attach an inventory, or list, of materials currently handled at the facility that may be exposed to precipitation. **Attachment:** Attachment 6-US1-GEN-PR-SPC-0001 RevB-Chemical Consumption List
- d. Attach narrative descriptions of the industrial processes and activities involving the materials in the above-listed inventory that occur outdoors or in some manner that may result in exposure of the materials to precipitation or runoff (see instructions for guidance). **Attachment:** Loading and unloading areas and Tank farm,
- e. Describe any BMPs and controls the facility uses/proposes to prevent or effectively reduce pollution in stormwater discharges from the facility: The stormwater from the facility will be collected in a stormwater pit and it will be treated before discharging into the ditch.

## Item 5. Pollutant Analysis (Instructions, Page 91)

- a. Provide the date range of all sampling events conducted to obtain the analytical data submitted with this application (e.g., 05/01/2018-05/30/2018): N/A
- b. ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- c. Complete Table 17 as directed on page 92 of the Instructions.

Table 14 for Outfall No.: Click to enter text.

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
pH (standard units)	(max)	—	(min)	—		—
Total suspended solids						—
Chemical oxygen demand						—
Total organic carbon						—
Oil and grease						—
Arsenic, total						0.0005

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled	MAL (mg/L)
Barium, total						0.003
Cadmium, total						0.001
Chromium, total						0.003
Chromium, trivalent						—
Chromium, hexavalent						0.003
Copper, total						0.002
Lead, total						0.0005
Mercury, total						0.000005
Nickel, total						0.002
Selenium, total						0.005
Silver, total						0.0005
Zinc, total						0.005

\* Taken during first 30 minutes of storm event

\*\* Flow-weighted composite sample

d. Complete Table 18 as directed on pages 92-94 of the Instructions.

Table 15 for Outfall No.: [Click to enter text.](#)

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled

Pollutant	Grab Sample* Maximum (mg/L)	Composite Sample** Maximum (mg/L)	Grab Sample* Average (mg/L)	Composite Sample** Average (mg/L)	Number of Storm Events Sampled

\* Taken during first 30 minutes of storm event

\*\* Flow-weighted composite sample

Attachment: [Click to enter text.](#)

## Item 6. Storm Event Data (Instructions, Page 93)

Provide the following data for the storm event(s) which resulted in the maximum values for the analytical data submitted:

Date of storm event: N/A

Duration of storm event (minutes): N/A

Total rainfall during storm event (inches): N/A

Number of hours the between beginning of the storm measured and the end of the previous measurable storm event (hours): N/A

Maximum flow rate during rain event (gallons/minute): N/A

Total stormwater flow from rain event (gallons): N/A

Provide a description of the method of flow measurement or estimate: N/A

# **GROUND LEASE**

**between**

**VICTORIA COUNTY NAVIGATION DISTRICT**

**and**

**GREEN ENERGY ORIGIN TEXAS LLC**

**May 15, 2025**

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## GROUND LEASE

(Phase 1)

THIS GROUND LEASE (this "Lease") is made and entered into effective as of May 15, 2025 (the "Effective Date") by and between the VICTORIA COUNTY NAVIGATION DISTRICT, a navigation district formed under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas ("Landlord"), and GREEN ENERGY ORIGIN TEXAS LLC, a Texas limited liability company ("Tenant").

### RECITALS

A. Landlord owns property in Victoria County, Texas, commonly known as the Port of Victoria South Industrial Site (also the "Land"), which encompasses the tract of real property containing 21.17 acres described in Exhibit A hereto (the "Demised Premises").

B. Tenant wishes to lease the Demised Premises for the Term and to construct and operate on the Demised Premises a facility for the production, storage, and distribution of specialty chemicals, electrolytes, additives and components for use in lithium and lithium-ion batteries and related products and materials. All improvements constructed or installed by Tenant on the Demised Premises are hereafter called the "Demised Premises Improvements". Any improvements constructed or placed by Tenant within the Easements, as defined below, shall be Demised Premises Improvements for all purposes associated with this Agreement.

### AGREEMENTS

NOW, THEREFORE, for and in consideration of the agreements set forth herein, Landlord and Tenant (collectively, the "Parties" and individually, a "Party") hereby agree as follows:

### ARTICLE 1 DEFINITIONS

**1.01 Definitions.** Each capitalized term used in this Lease shall have the meaning set forth or referred to in Schedule 1.01 hereto. In addition, Schedule 1.01 sets forth certain rules for the interpretation of this Lease.

### ARTICLE 2 PREMISES; EASEMENTS

**2.01 Premises.** Landlord hereby does lease, let and demise unto Tenant, and Tenant hereby does lease and rent from Landlord, upon and subject to the provisions of this Lease, the Demised Premises.

**2.02 Easements.** In addition, for and in consideration for this Lease, Landlord agrees that Tenant shall have the right to use and enjoy all of the easements established for the benefit of the Demised Premises granted in Exhibit C attached hereto (the "Easements"), subject to the provisions of this Lease. Landlord does hereby grant Tenant the non-exclusive, continuous, full use and benefit of the Easements, as a right appurtenant to the Demised Premises, for the Term.

### ARTICLE 3 TERM

**3.01 Term.** The initial term of this Lease (the "Initial Term") shall commence on the Effective Date, and shall end on the last day of the calendar month which is ten (10) years after the last day of the Commencement Month. The term "Lease Year" shall mean each period of twelve (12) calendar months commencing on the first day of the calendar month following the Commencement Month, except that the first Lease Year shall include the period of time between the Effective Date and the end of the Commencement Month. Tenant shall have the option to extend the Initial Term for up to four (4) additional successive terms of ten (10) year periods. Tenant may exercise this option only by delivering to Landlord written notification of Tenant's intent to extend the Lease for the additional term. Said notice must be received by Landlord no later than six (6) months prior to the expiration of the then-existing term, as applicable. The Initial Term, together with all properly exercised Renewal Terms, are hereafter collectively referred to as the "Term" of this Lease. Notwithstanding anything to the contrary set forth herein, the Term of this Lease shall not extend beyond fifty (50) years from the Effective Date of this Lease (and the final Renewal Term will end on the fiftieth (50<sup>th</sup>) anniversary of the Effective Date).

### ARTICLE 4 RENT

#### **4.01 Base Rent.**

(a) Commencing on the Effective Date, Tenant shall pay to Landlord annual base rent ("Base Rent") of \$133,371.00, being \$6,300.00 per acre per Lease Year. Base Rent shall be adjusted pursuant to Section 4.01(b). Base Rent shall be paid in equal monthly installments in advance on the first day of each calendar month; provided, however, that Base Rent, prorated for the balance of the Commencement Month, shall be paid along with the Base Rent for the first calendar month following the Commencement Month.

(b) Commencing on the first Adjustment Date (*i.e.*, June 1, 2030), and on each Adjustment Date thereafter, Base Rent will increase, on a cumulative basis, at the rate of 20% over the Base Rent during the five (5) Lease Year period in effect immediately prior to the Adjustment Date.

(c) For the purpose of calculating adjustments of Base Rent, the following definitions shall apply:

(i) The term "Adjustment Date" means the first day of the first calendar month following the five (5) year anniversary of the Effective Date of this Lease, and (ii) in the case of each subsequent adjustment in Base Rent, the first day of each succeeding five year anniversary of the first Adjustment Date.

**4.02 Tonnage Rent.** In addition to Base Rent, Tenant will pay, at the rates established in Landlord's Tariffs posted from time to time, the charge per ton, or other applicable measuring unit, of commodity transported across Landlord's maritime dock facilities or rail facilities. The additional amount so determined is herein called the "Tonnage Rent". Such charges shall be invoiced monthly and shall be due and payable within thirty (30) days after being invoiced.

Landlord hereby agrees that, during the Term of this Lease, (i) the Base Rent payable under this Lease will be in lieu of any other rents provided for under the Tariff for Tenant's use and occupancy of the Demised Premises, (ii) there will be no fees payable by Tenant under the Tariff on commodities or cargo transported by truck when received at, moved across, stored at, or upon departure from the Demised Premises, and (iii) there will be no fees payable under the Tariff with respect to operations conducted by Tenant exclusively within the Demised Premises. The provisions of this paragraph will not be deemed or construed as an agreement by Landlord that fees under the Tariff will not be payable by Tenant for Tenant's use of any maritime dock facilities, rail facilities or other facilities of Landlord that are located outside of the Leased Premises, nor is it a waiver of any applicable provision of the Tariff.

**4.03 Additional Rent.** All amounts required to be paid by Tenant under the terms of this Lease other than Base Rent, and Tonnage Rent are herein from time to time collectively referred to as "Additional Rent". Additional Rent shall include amounts owed by Tenant to Landlord pursuant to any ancillary agreement between Landlord and Tenant related to Tenant's operations at the Port of Victoria, including, without limitation, any Rail Permit. Base Rent, Tonnage Rent and Additional Rent are herein collectively referred to as "Rent".

**4.04 Commodities Reporting.** Tenant shall implement and maintain appropriate appliances, equipment and procedures to determine the quantity of the property, products and commodities moved over, through, or across the Demised Premises and Easements, and on the final day of each calendar quarter, shall furnish to Landlord a written report detailing such movements of all property, products, and commodities including the kind and quantity thereof, during the preceding calendar month. Landlord and its designated representatives, employees, agents and assigns shall have access at all reasonable times for inspection of all such appliances and equipment used in determining the quantities and character of such property, products and commodities. Tenant shall keep and maintain records of each truck, barge, rail car or other vessel loaded or unloaded on or utilizing the Demised Premises and Easements, and shall furnish Landlord with a written report of such monthly use on the 10<sup>th</sup> day of each succeeding calendar month.

**4.05 No Abatement.** Except to the extent provided in Article 10, no happening, event, occurrence or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to any abatement, diminution, reduction, offset or suspension of Rent whatsoever; and Tenant waives any rights now or hereafter conferred upon it by statute or other Applicable Law, to any abatement, diminution, reduction, offset or suspension of Rent because of any event, happening, occurrence or situation whatsoever.

## **ARTICLE 5**

### **IMPOSITIONS; UTILITIES; NET LEASE**

**5.01 Impositions Defined.** The term "Impositions" shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees, and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which shall or may during the Term be assessed, levied, charged, confirmed or imposed by any

public authority upon or accrued or become a lien on (i) the Demised Premises Improvements or any part thereof; (ii) the rent and income received by or for the account of Tenant from any sublessees or for any use or occupancy of the Premises; (iii) such franchises, licenses, and permits as may be pertinent to the use of the Premises; or (iv) any documents to which the Tenant is a party creating or transferring an interest or estate in the Premises or any parking rights or appurtenances to the Premises. Impositions shall not include any income tax, capital levy, estate, succession, inheritance or transfer taxes, or similar tax of Landlord; any franchise tax imposed upon any owner of the fee of the Demised Premises; or any income, profits, or revenue tax, assessment, or charge imposed upon the rent or other benefit received by Landlord under this Lease by any municipality, county, state, the United States of America, or any other governmental body, subdivision, agency, or authority (each a "Governmental Authority" and collectively, "Governmental Authorities"). However, if at any time during the Term the present method of taxation shall be so changed that the whole or any part of the taxes, assessments, levies, impositions or charges now levied, assessed or imposed on real estate and improvements thereon shall be discontinued and in whole or partial substitution therefor, taxes of the type described in the immediately preceding sentence or taxes, assessments, levies, impositions, or charges shall be levied, assessed, and/or imposed wholly or partially as a capital levy or otherwise on the rents received from said real estate or the rents reserved herein or any part thereof, then such substitute taxes, assessments, levies, impositions, or charges, to the extent so levied, assessed, or imposed, shall be deemed to be included within the term Impositions.

**5.02 Tenant's Obligation.** During the Term, Tenant will pay as and when the same shall become due all Impositions directly to the Governmental Authority or other person entitled to receive payment thereof and provide Landlord with reasonable evidence that such Impositions have been paid in a timely manner. Impositions that are payable by Tenant for the tax year in which the Term commences as well as during the tax year in which the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions for such periods of time. Where any Imposition that Tenant is obligated to pay may be paid pursuant to Applicable Law in installments, Tenant may pay such Imposition in installments as and when such installments become due. Tenant shall, if so requested, deliver to Landlord evidence of due payment of all Impositions Tenant is obligated to pay hereunder, concurrently with the making of such payment. If the Premises is not separately assessed, Tenant shall pay a share of the Impositions properly allocable to the Premises, as reasonably determined by Landlord; provided, however, that (i) Tenant may have the Demised Premises separately assessed for purposes of ad valorem property taxes and Landlord will reasonably cooperate with Tenant to achieve the same, and (ii) Landlord agrees to pay, prior to delinquency, any outstanding ad valorem property taxes for the Demised Premises. Upon receipt of any ad valorem tax statements for the property that includes the Demised Premises, Landlord shall deliver to Tenant copies of such statements and an invoice setting forth Landlord's calculation of the portion of the 2025 ad valorem taxes properly allocable to the Demised Premises. Tenant shall pay the portion of the 2025 ad valorem taxes properly allocable to the Demised Premises within thirty (30) days after Tenant's receipt of such statement.

**5.03 Tax Contest.** Tenant may, at its sole cost and expense, contest the validity or amount of any Imposition for which it is responsible, in which event the payment thereof may be deferred to the extent permitted by Applicable Law, during the pendency of such contest, if diligently prosecuted. If such Impositions become due and payable during such contest, then

fifteen (15) days prior to the date any contested Imposition shall become delinquent, Tenant shall deposit with Landlord or, at the election of Tenant, such bank or trust company having its principal place of business in Victoria, Texas, selected by Tenant and reasonably satisfactory to Landlord (the "Imposition Trustee"), a letter of credit or cash in an amount sufficient to pay such contested item, together with any interest and penalties thereon and the estimated fees and expenses of any Imposition Trustee, which amount shall be applied to the payment of such items when the amount thereof shall be finally determined. In lieu of such cash deposit, Tenant may deliver to Landlord a surety company bond in form and substance, and issued by a company, satisfactory to Landlord, or other security reasonably satisfactory to Landlord. Nothing herein contained, however, shall be construed to allow any Imposition to remain unpaid for such length of time as would permit the Premises, or any part thereof, to be sold or seized by any Governmental Authority for the nonpayment of the same. If at any time, in the judgment of Landlord reasonably exercised, it shall become necessary to do so, Landlord may, after written notice to Tenant, under protest if so requested by Tenant, direct the application of the amounts so deposited or so much thereof as may be required to prevent a sale or seizure of the Premises or foreclosure of any lien created thereon by such item. If the amount deposited exceeds the amount of such payment, the excess shall be paid to Tenant, or, in case there should be any deficiency, the amount of such deficiency shall be promptly paid on demand by Tenant to Landlord (provided Landlord has advanced such amount), and, if not so paid, such amount shall be a debt of Tenant to Landlord, together with interest thereon at the Interest Rate from the date advanced until paid. Tenant shall promptly furnish Landlord with copies of all proceedings and documents with regard to the contest of any Imposition, and Landlord shall have the right, at its expense, to participate therein.

**5.04 Evidence Concerning Impositions.** The certificate, advice, bill, or statement issued or given by the appropriate officials authorized by Applicable Law to issue the same or to receive payment of any Imposition of the existence, nonpayment, or amount of such Imposition shall be prima facie evidence for all purposes of the existence, nonpayment, or amount of such Imposition.

**5.05 Rendition.** For each tax year commencing after the Effective Date, Tenant shall render the Demised Premises Improvements for each Governmental Authority imposing Impositions thereon and may, if Tenant shall so desire, endeavor at any time or times to obtain a lowering of the valuation of the Premises for any year for the purpose of reducing ad valorem taxes thereon, and in such event, Landlord will, at the request of Tenant, cooperate in effecting such a reduction, provided that Landlord shall not be required to incur any expense in connection therewith without its prior consent.

**5.06 Utilities.** Tenant shall be responsible for any and all costs associated with the installation or extension of Utilities to the Premises which are necessary for Tenant's operations on the Premises, subject to prior approval by Landlord. Tenant shall pay all charges for gas, electricity, light, heat, air conditioning, power, telephone, cable, internet service and other communication services, and all other utilities and similar services rendered or supplied to the Premises, and all water fees, water rents, sewer/septic service charges, or other similar charges levied or charged against, or in connection with, the Premises. Tenant shall be responsible for the cost of drilling a pre-permitted water well to provide water to the Demised Premises, in such manner and at a location to be approved by Landlord, in its sole discretion. Landlord shall apply for and obtain a permit for the drilling and operation of any water well for Tenant's usage during

the Term in accordance with applicable laws, statutes, rules, and regulations, including, without limitation, those promulgated by the Victoria County Groundwater Conservation District. Tenant shall be responsible for all drilling, construction, operation and maintenance costs associated with any such water well, including, without limitation, all costs associated with any testing and compliance reporting required by applicable law, rule, or regulation including, without limitation, those required by the Texas Environmental Quality Commission and the Victoria County Groundwater Conservation District. No later than the first day of each calendar month during the Term, Tenant shall provide Landlord with water meter readings accurately documenting Tenant's water production from any water wells. Tenant shall be charged \$2.75 per 1,000 gallons for water produced from any water well (the "Water Fee"). Tenant may not sell, transfer, or convey the water produced from any such water wells, or any usage right associated with any such water well, without Landlord's written consent, in its sole discretion. During the Term, Tenant shall be allocated forty (40) acre feet annually from Landlord's available water production rights from the Land. Landlord makes no warranty or guarantee related to water access allowed Tenant and shall not be responsible for or in any way liable to Tenant or any third party for any damage or loss occasioned by the unavailability, interruption, delay, or cessation of said water supply. Landlord's charges for water pursuant to the provisions of this Lease shall be "Additional Rent" as provided in Section 4.03 of this Lease. The amount of the Water Fee payable Tenant during each Renewal Term will be adjusted as of the first (1<sup>st</sup>) day of each Renewal Term to an amount equal to the rate per 1,000 gallons then in effect under the Tariff, less One and 00/100 Dollar (\$1.00). The Water Fee payable under this Lease shall be in lieu of any charges for water use under the Tariff.

**5.07 Net Lease.** Except as expressly provided in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the financing, ownership, construction, maintenance, operation, or repair of the Premises. It is expressly understood and agreed that this is a completely net lease intended to assure Landlord the rentals herein reserved on an absolute net basis.

**5.08 Right to Perform Tenant's Obligation as to Impositions.** If Tenant fails to timely pay any Imposition for which it is responsible hereunder, or fails to timely notify Landlord of its intention to contest the same, or fails to pay contested Impositions as provided in Section 5.03, Landlord may, at its election (but without obligation), pay such Imposition with any interest and penalties due thereon, and the amount so paid shall be reimbursed by Tenant on demand together with interest thereon at the Interest Rate from the date of such payment until repaid.

## **ARTICLE 6**

### **CONDITION OF DEMISED PREMISES; IMPROVEMENTS**

**6.01 Condition of Demised Premises.** Tenant acknowledges that it is leasing the Demised Premises and any improvements located thereon "**AS IS, WHERE IS, WITH ALL FAULTS**" and that, except as expressly set forth in this Lease, Landlord makes no representations or warranties of any nature, express or implied, concerning the Demised Premises or any improvements thereon, including any representation or warranty concerning (i) the physical condition of the Demised Premises or any such improvements, (ii) the suitability of the Demised Premises or any improvements thereon for Tenant's intended use, (iii) the environmental condition of the Demised Premises and any such improvements or (iv) compliance of the Demised Premises

or any such improvements with any Applicable Laws. Tenant has had adequate opportunity to inspect, conduct tests and other due diligence and otherwise evaluate the Demised Premises.

**6.02 Construction of Improvements.** Tenant shall, subject to the subsequent provisions of this Article 6, construct all Demised Premises Improvements in accordance with the terms of this Lease.

**6.03 Alterations; Demolition.**

(a) At any time and from time to time during the Term, Tenant may perform such construction, alteration, renovation, repair, refurbishment, and other work with regard to the Demised Premises Improvements as Tenant may elect, provided that the same is done in accordance with the Construction Standards herein, and is approved by Landlord.

(b) The Demised Premises Improvements shall not be demolished or removed without the prior written consent of Landlord, which consent may be withheld, delayed or conditioned in Landlord's sole discretion. Except as otherwise provided in Section 6.05, Tenant shall have no obligation to demolish or remove the Demised Premises Improvements; provided, however, if this Lease is terminated pursuant to Article 9 or Article 10, at Landlord's option the Demised Premises Improvements shall be demolished and removed from the Demised Premises and the Demised Premises shall be put in a good, clean and safe order and condition at Tenant's sole cost and expense.

**6.04 Construction Standards and Liens.**

(a) The Demised Premises Improvements shall be constructed, and any and all alteration, renovation, repair, restoration, refurbishment, or other work with regard thereto shall be performed, in accordance with the following "Construction Standards" (herein so referenced):

(i) With respect to any material construction, installation, alteration, renovation, repair, refurbishment and other work with regard to the Demised Premises Improvements, Landlord shall have approved the site plan, drainage plans, construction plans and specifications, and construction materials to be utilized (collectively, the "Construction Plans").

(ii) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question, and if the cost of such work exceeds \$100,000.00, then also utilizing a general contractor (and if Tenant elects to use one, the project manager) and principal design engineers approved by Landlord (such approval not to be unreasonably withheld);

(iii) All such construction or work shall be done in material compliance with all Applicable Laws;

(iv) No such construction or work shall be commenced until Tenant shall have obtained all licenses, permits, and authorizations required of all Governmental Authorities having jurisdiction, including Landlord;

(v) No such construction or work shall be commenced until Tenant shall have obtained, and Tenant shall maintain in force and effect, the insurance coverage required in Article 8 with respect to the type of construction or work in question;

(vi) No such construction or work shall be commenced until Tenant shall have provided Landlord with such performance bonds and payment bonds (if the cost of such work exceeds \$100,000.00) as Landlord shall reasonably request;

(vii) After commencement, such construction or work shall be prosecuted with due diligence to its completion, subject to extension due to delays caused by Force Majeure; and

(viii) After completion of initial construction or substantial alteration of the Demised Premises Improvements, Tenant shall provide Landlord with a complete set of as-built drawings.

(b) Tenant shall have no right, authority, or power to bind Landlord or any interest of Landlord in the Demised Premises, the Land (including any Easement Area), and other real property owned by Landlord, or any improvements located on the Land or other real property owned by Landlord for any claim for labor or for material or for any other charge or expense incurred in construction of the Demised Premises Improvements or performing any alteration, renovation, repair, restoration, refurbishment, or other work with regard thereto, nor to render Landlord's interest in the Demised Premises, the Land (including any Easement Area), any other real property owned by Landlord, or any improvements located on the Land or any other real property owned by Landlord liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith, and Tenant shall in no way be considered to be the agent of Landlord with respect to, or general contractor for, the construction, erection, or operation of any such Demised Premises Improvements, alterations, renovations, repairs, restorations, refurbishments or other work. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Demised Premises or the Land (including any Easement Area), or any other real property owned by Landlord, shall be filed, Tenant shall promptly pay and release or bond such liens to Landlord's reasonable satisfaction or otherwise obtain the release or discharge thereof. If Tenant fails to promptly pay and release or bond such lien to Landlord's reasonable satisfaction, Landlord shall have the right, but not the obligation, to pay, release or obtain a bond to protect against such liens and claims following written notice to Tenant, and Tenant shall reimburse Landlord on demand for any such amounts paid together with interest thereon from the date of such payment until paid.

(c) Landlord, as well as its agents, employees, Commissioners, architects, engineers and Affiliates, if any, shall not be liable to Tenant or any other Person for any loss, claim or demand asserted on account of Landlord's exercise of its rights and duties hereunder, or any failure or defect in such exercise. No approval of designs, plans, specifications or other matters shall ever be construed as representing or implying that such designs, plans, specifications or other matters will, if followed, result in a properly designed building or other improvements. Such approvals shall in no event be construed as representing or guaranteeing that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Tenant of its obligation to construct the improvements in a workmanlike manner as provided in this Article 6.

(d) Submission and Review of Construction Plans. Landlord shall provide comments to Tenant concerning its evaluation of all Construction Plans submitted by Tenant as soon following receipt thereof as is reasonably practicable and shall endeavor to approve or disapprove Construction Plans within thirty (30) days ("Approval Period"). If any Construction Plans are not approved, Landlord shall specify in writing the reasons therefor and the changes that are required. If Landlord fails to approve, disapprove or require changes to Construction Plans within the Approval Period for such plans, Tenant shall give Landlord written notice requesting approval within ten (10) days. If Landlord thereafter fails to disapprove or require changes to such plans within such ten (10) day period, the Construction Plans will be deemed to have been approved by Landlord.

**6.05 Ownership of Improvements.** During the Term all Demised Premises Improvements, shall be solely the property of Tenant, but upon expiration or termination of the Term, the Demised Premises Improvements, including, but not limited to, any buildings, structures, and pipelines, shall be the property of Landlord, free and clear of all claims of Tenant or any third party. Any personal property of Tenant located on the Demised Premises as a part of the Demised Premises Improvements shall be the property of Tenant and upon expiration or termination of the Term, the Tenant shall remove such items and the Demised Premises Improvements at its own expense within sixty (60) days after the termination or expiration of this Lease except for any roads, buildings, pipeline, drainage features, security fencing, and similar basic infrastructure items constructed or improved by Tenant during the Term, unless otherwise directed by Landlord. All such personal property of Tenant that remains on the Demised Premises after the deadline for removal shall be deemed abandoned and, at Landlord's election, may be retained by Landlord as Landlord's property, disposed of by Landlord, without accountability, in such manner as Landlord deems fit (including having such property stored at the risk and expense of Tenant), or required by Landlord's written notice to Tenant to be removed by Tenant. No later than the expiration or, if Tenant has paid the Rent in advance for, and maintains all required insurance during, such thirty (30) day period, no later than thirty (30) days after the earlier termination, of the Term, Tenant shall have the right to remove portable storage and processing equipment and any or all personal property located on the Demised Premises provided that (i) all resulting damage or injuries to the Premises are completely remedied at the expense of the Tenant and (ii) Tenant complies with Landlord's reasonable requirements respecting any required restoration. In addition, upon expiration or termination of the Lease, within sixty (60) days after written notice from Landlord requiring that Tenant do so, Tenant shall demolish and remove all the Demised Premises Improvements and shall cause the Demised Premises to be returned to grade level and placed in a good, clean and safe order and condition. All demolition and removal work shall be at Tenant's sole cost and expense.

**6.06 Mutual Cooperation.**

(a) Landlord, as owner of the Demised Premises and the Land (including any Easement Area), shall reasonably cooperate with and assist Tenant in Tenant's efforts to file for and obtain all building permits, certificates of occupancy, easements, licenses, variances, permissions and consents necessary to construct, operate and maintain the Premises so long as Landlord is not required to incur any obligations or liabilities other than minor incidental expenses or impose any restrictions conditions or other encumbrances on the Land.

(b) Landlord shall not unreasonably delay or prohibit Tenant from commencing and thereafter continuously pursuing construction of the Demised Premises Improvements in accordance with this Lease but this sentence does not require Landlord to refrain from exercising any of Landlord's rights under this Lease.

(c) Landlord shall have the right to require periodic meetings with representatives of Tenant present (in person or by phone) to discuss issues relating to the progress of construction of the Demised Premises Improvements, including the coordination of construction of such improvements. If Landlord requests, representatives of the general contractor(s) and architects for the Demised Premises Improvements shall be present. Such meetings shall occur no less frequently than monthly and no more frequently than weekly.

## **ARTICLE 7**

### **USE, CONTINUOUS OPERATIONS, MAINTENANCE, AND REPAIRS**

#### **7.01 Use.**

(a) Subject to the terms and provisions hereof, Tenant shall have the right to use and enjoy the Premises for construction, development and operation of an industrial facility for the production, storage, processing and distribution of specialty chemicals, electrolytes, additives and components for use in lithium and lithium-ion batteries and related products and materials (the "Industrial Facility"), and for no other uses without the prior written approval of Landlord.

(b) Tenant shall not use or occupy the Premises, permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises in a manner which would (i) in any way make void or voidable any insurance then in force with respect thereto, (ii) make it impossible to obtain the insurance required to be furnished by Tenant hereunder, (iii) constitute a public or private nuisance, (iv) be unreasonably disruptive to the Land or the improvements located thereon, or (v) violate any Applicable Law.

(c) Subject to Force Majeure and delays caused by Landlord, Tenant shall use commercially reasonable efforts to complete the initial construction of the Industrial Facility within eighteen (18) months following the Effective Date of this Lease. Following completion of the Industrial Facility, Tenant shall commence and continue commercial operation on the Demised Premises, subject to Force Majeure and periodic shut downs to the extent required for maintenance, repairs and restoration.

#### **7.02 Maintenance and Repairs.**

(a) Tenant shall take good care of the Premises, make all repairs thereto, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises in good order, repair, and condition at all times and in compliance with all Applicable Laws. Tenant will not do, permit, or suffer any waste, damages, disfigurement, or injury to or upon the Premises or any part thereof (damage by fire, casualty or Force Majeure excepted). However, the foregoing provisions of this Section 7.02 shall not prohibit Tenant from undertaking the initial construction of the Demised Premises Improvements or any subsequent

repairs, remodeling, renovation, or reconstruction (whether resulting from casualty, condemnation, or otherwise) in accordance with the terms of this Lease.

(b) Landlord shall have no obligation to maintain or repair the Premises.

## **ARTICLE 8**

### **INSURANCE AND INDEMNITY**

**8.01 Insurance.** Tenant will, at its cost and expense, keep and maintain in force the following policies of insurance:

(a) Insurance on the Demised Premises Improvements against loss or damage by fire and against loss or damage by any other risk now and from time to time insured against by "special form" (formerly "all risk") property insurance, and in builder's risk completed value form during construction (including malicious mischief and vandalism), in amounts sufficient to provide coverage for the full insurable value of the Demised Premises Improvements; the policy for such insurance shall have a replacement cost endorsement or similar provision. "Full insurable value" shall mean actual replacement value (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level), and such full insurable value shall be confirmed from time to time at the request of Landlord by one of the insurers.

(b) Boiler and pressure apparatus insurance to the limit of not less than \$10,000,000.00 with respect to any one accident, such limit to be increased if requested by Landlord by an amount which may be reasonable at the time if the same increase is required by Landlord for all similarly situated tenants. If the Demised Premises Improvements shall be without a boiler plant, no such boiler insurance will be required.

(c) Worker's compensation and employer's liability coverage insurance as to Tenant's employees involved in the construction, operation, or maintenance of the Premises in compliance with Applicable Law.

(d) Such other insurance against other insurable hazards which at the time are commonly insured against in the case of improvements similarly situated, due regard being given to the height and type of the Demised Premises Improvements, their construction, location, use, and occupancy.

### **8.02 Liability Insurance.**

(a) Tenant will, at its cost and expense, keep and maintain in force commercial general liability insurance for bodily injury, death and property loss and damage (including coverages for product liability, contractual liability and personal injury liability) covering Tenant for claims, lawsuits or damages arising out of its performance under this Agreement, and any negligent or otherwise wrongful acts or omissions by Tenant or any employee or agent of Tenant, with a combined single limit of not less than \$5,000,000.00 with such limit to be increased if requested by Landlord (but no more frequently than once every five (5) years) by an amount which may be commercially reasonable at the time, taking into account the size and type of the Demised Premises Improvements, their construction, location, use and occupancy, and further provided that the same increase is required by Landlord for all similarly situated tenants. Tenant shall require

that: (i) Approved Contractor and any other general contractor for initial construction, tenant improvement work, casualty restoration work or any significant alterations provide completed operations coverage in its commercial general liability policy, and (ii) such insurance name Tenant and Landlord as additional insureds and be written on an occurrence, rather than a claims made, basis.

(b) In addition, throughout the Term and for a period of five (5) years after the expiration or termination of this Lease, Tenant shall maintain in effect environmental liability insurance for the benefit of Landlord and Tenant in an amount no less than \$10,000,000.00 with a deductible no higher than \$250,000.00. If such coverage is provided on a claims made basis, such insurance shall continue throughout the Term of the Agreement, and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Tenant shall purchase or arrange for the purchase of either an unlimited reporting endorsement ("Tail" coverage), or "Prior Acts" coverage from the subsequent insurer, with a retroactive date on or prior to the effective date of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement. Notwithstanding the foregoing, Tenant shall not be required to maintain such environmental liability insurance after the expiration or termination of the Lease if (i) Tenant has conducted or, within thirty (30) days of the Effective Date, Tenant conducts an Environmental Site Assessment ("ESA") of the Demised Premises; and (ii) within thirty (30) days of the expiration or termination of the Lease, Tenant conducts an ESA and remedies any deficiencies that were not present on the initial ESA and that were caused by Tenant's use of the Demised Premises.

**8.03 Policies.** All insurance maintained in accordance with the provisions of this Article 8 shall be issued by companies authorized to place insurance in the State of Texas and with a minimum rating of either (a) A-VII in the most recent issue of *Best's Guide to Property Liability Insurance Companies*, or (b) A- by Standard & Poor's, or (c) other rating satisfactory to Landlord and the Permitted Mortgagee, if any (hereinafter defined). All property policies shall be carried in the name of both Landlord and Tenant, as their respective interests may appear, and shall contain a mortgagee clause acceptable to the Permitted Mortgagee. All property policies shall expressly provide that any loss thereunder may be adjusted with Tenant and Landlord, but shall be payable to Landlord, who shall agree to receive and disburse all proceeds as set forth in Section 9.03. All liability insurance policies shall name Landlord and the Permitted Mortgagee as an additional insured and shall include contractual liability endorsements. All such policies of insurance may be provided on either an occurrence or claims-made basis. No cancellation, non-renewal or material modification will occur without thirty (30) days' prior written notice (ten (10) days in the event of cancellation for non-payment) by the insurer to Landlord, Tenant and the Permitted Mortgagee. No later than the Effective Date, Tenant shall furnish Landlord and the Permitted Mortgagee with certificates of insurance reasonably satisfactory to Landlord and the Permitted Mortgagee, with new certificates of insurance or other evidence of insurance to be delivered no later than thirty (30) days prior to the expiration of the current policies. If Tenant fails to maintain any insurance required to be maintained by Tenant pursuant to this Lease and such failure continues for a period of ten (10) days following written notice from Landlord, Landlord may, at its election (without obligation), procure such insurance as may be necessary to comply with these requirements, and Tenant shall reimburse Landlord, on demand, with interest thereon at the Interest Rate from the date of expenditure until fully reimbursed. Any and all property insurance policies required to be maintained pursuant to this Agreement shall, if they do not automatically

permit the waivers of subrogation contained herein, be endorsed to reflect the waivers of subrogation provided for herein.

**8.04 Tenant's Indemnity.** Tenant shall defend, indemnify and hold harmless Landlord and its affiliates, officers, directors, employees, commissioners, managers and agents (the "Indemnified Parties") from and against, and Tenant shall be responsible for, any and all liabilities (including strict liability), actions, demands, penalties, fines, losses, costs and expenses (including reasonable attorneys' and experts' fees and expenses), suits, costs of any settlement or judgment, and claim of any and every kind whatsoever, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on the part of Tenant and its affiliates, partners, members, shareholders or other equity owners, officers, directors, employees, managers or agents, or licensees (the "Tenant Parties") to comply with the provisions of this Lease, or to comply with the provisions of Applicable Law applicable to the Tenant Parties or the Premises, (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, use or occupancy of the Premises, including the construction, alteration, repair or maintenance of any improvements, or the presence on or release or discharge from the Premises of any Hazardous Substances (to the extent caused by the negligence or willful misconduct of Tenant, any of the Tenant Parties, any contractor of Tenant of any level, any guest, invitee, or licensee of Tenant onto the Premises, or a breach of this Lease by Tenant), or (iii) Landlord's approval of any designs, site plans, plans, specifications or other matters, **NOTWITHSTANDING THE NEGLIGENCE OR STRICT LIABILITY (WITHOUT REGARD TO FAULT) OF ANY OF THE INDEMNIFIED PARTIES** except, in the case of each Indemnified Party, to the extent that the Claims are proven to have resulted from the gross negligence or willful misconduct of such Indemnified Party. Maintenance of the insurance referred to in this Article 8 shall not affect Tenant's obligations under this Section 8.04. Tenant shall defend the Indemnified Parties with counsel reasonably acceptable to Landlord and Landlord shall (and shall cause all other Indemnified Parties to) provide such cooperation in the defense of Claims as is reasonably required or requested by Tenant. Without relieving Tenant of its obligations under this Section 8.04, the Indemnified Parties, at their election and at their expense, may defend or participate in the defense of any Claims with attorneys and representatives of their own choosing. Tenant shall be relieved of its obligation of indemnity to the extent, and only to the extent, of the amount actually recovered from one or more insurance carriers and either paid to Landlord or paid for Landlord's benefit in reduction of any Claims, but nothing contained herein shall entitle Tenant to delay performing its indemnification obligations, or require any Indemnified Party to delay enforcing its indemnification rights, until one or more insurance carriers make such payments to or for the benefit of the Indemnified Parties. To the extent that any Claims against Landlord are barred by governmental immunity, Tenant shall be entitled to assert such defense on Landlord's behalf in the defense of Landlord as required herein.

**8.05 Subrogation.** Landlord hereby waives (on behalf of itself and any Person holding through right of subrogation) any and all rights of recovery, claim, action or cause of action against Tenant, its agents, partners or other equity owners, directors, officers and employees (each a "Tenant Release Party") for any loss or damage that may occur to the Demised Premises

Improvements and to Landlord's interest in any other property located on the Demised Premises or the Land, whether real, personal or mixed, and the Land, regardless of cause or origin, **INCLUDING THE NEGLIGENCE OR OTHER MISCONDUCT OF ANY TENANT RELEASE PARTY**, to the extent such loss is covered or could have been covered in whole or in part by an "all risk" policy of property insurance. Tenant hereby waives (on behalf of itself and any Person holding through right of subrogation) any and all rights of recovery, claim, action or cause of action against Landlord, its agents, directors, commissioners, officers and employees (each a "Landlord Release Party") for any loss or damage that may occur to the Demised Premises Improvements and to all property of Tenant located on the Demised Premises or the Land, whether real, personal or mixed, and the Demised Premises, regardless of cause or origin, **INCLUDING THE NEGLIGENCE OR OTHER MISCONDUCT OF ANY LANDLORD RELEASE PARTY**, to the extent such loss is covered (or is required under this Lease to be covered) in whole or in part by insurance. Nothing contained in this Section 8.05 is intended or shall be construed to create any liability that would not otherwise exist in the absence of this Section 8.05.

## **ARTICLE 9**

### **CASUALTY LOSS**

**9.01 Tenant's Obligation to Restore.** Should the Demised Premises Improvements be wholly or partially damaged or destroyed by fire or other casualty (a "Casualty"), Tenant shall:

(i) promptly, but in no event later than two (2) Business Days after the occurrence of such destruction, commence and thereafter diligently pursue all steps necessary to secure the Demised Premises Improvements and otherwise make the Demised Premises Improvements safe so as not to result in risk of injury to Persons or damage to other property on the Land, including constructing a fence around the Demised Premises Improvements (if necessary for security or safety). The work described in this Section 9.01(a)(i) is herein called the "Immediate Work".

(ii) so long as (A) no Event of Default exists, (B) the Casualty occurs prior to the forty-seventh (47<sup>th</sup>) Lease Year, and (C) it is feasible to restore the Demised Premises Improvements Tenant shall promptly, but in no event later than thirty (30) days after the occurrence of such damage or destruction, commence and thereafter diligently pursue the repair, replacement, restoration and reconstruction (collectively, the "Restoration Work") of the Demised Premises Improvements to substantially the form in which the Demised Premises Improvements existed prior to such Casualty, with at least as good workmanship and quality as the improvements being repaired, replaced, restored or reconstructed, all in compliance with the provisions of this Article 9 and Section 6.04 and Tenant shall be entitled to use any applicable insurance proceeds for such purpose. The Parties recognize that, depending on the extent of damage or destruction, Restoration Work may require assessing the structural soundness or other condition of the Demised Premises Improvements, preparing and submitting insurance claims, preparing plans and specifications, obtaining necessary building permits, negotiating construction contracts, obtaining surety bonds and insurance and obtaining any required approvals from Landlord and the Permitted Mortgagee, if any. All such activities, if diligently pursued, shall be considered part of Restoration Work.

(iii) If (A) an Event of Default exists, (B) the Casualty occurs after the forty-seventh (47<sup>th</sup>) Lease Year, or (C) it is not feasible to restore the Demised Premises Improvements, Tenant shall not be obligated to restore, rebuild or replace the Demised Premises Improvements and this Lease shall terminate as though the date of such destruction was the date of expiration of the Term. In such event, all insurance proceeds shall first be applied to the discharge of the Permitted Mortgagee, if any, and any proceed in excess of the amount necessary to discharge the Permitted Mortgagee shall be applied (i) first to pay the cost of demolishing the Demised Premises Improvements and leveling, cleaning and otherwise putting the Demised Premises and any Easement Area in a good, clean and safe order and condition, as provided in Section 6.03, and (ii) any remaining insurance proceeds shall be distributed (A) first to Tenant in an amount equal to the value of Tenant's remaining leasehold interest in the Demised Premises (assuming that this Lease would have expired at the end of the then-current Term) and (B) the balance to Landlord.

#### **9.02 Insurance Proceeds.**

(a) If a Casualty occurs, Tenant shall timely execute and deliver all necessary proofs of loss, receipts, vouchers and releases required by the insurers, and if Tenant fails to do so, Landlord is hereby authorized to and may (at Landlord's option) execute and deliver on behalf of Tenant, all necessary proofs of loss, receipts, vouchers and releases required by the insurers. All awards, proceeds and other sums paid in connection with a Casualty are collectively referred to herein as "Insurance Proceeds."

(b) In the event that, at the time of a Casualty, there exists a valid assignment of Insurance Proceeds from Tenant to a Permitted Mortgagee, all Insurance Proceeds payable as a result of such Casualty shall be payable to the Permitted Mortgagee, and the provisions of Section 9.03 below shall not apply. Landlord agrees, upon request of such Permitted Mortgagee, to endorse any draft issued for Insurance Proceeds.

(c) In the event of a Casualty where Tenant is obligated or determines to repair, replace, restore or reconstruct the Demised Premises Improvements and the Insurance Proceeds payable with respect to such Casualty do not exceed \$1,000,000.00, the Insurance Proceeds shall be payable to Tenant and Tenant shall use such Insurance Proceeds to restore the Demised Premises Improvements as required by this Lease.

(d) In the event that, at the time of a Casualty, neither subsection (b) nor subsection (c) above apply, all Insurance Proceeds payable as a result of the Casualty shall be deposited into an escrow fund and handled as provided in Section 9.03 below.

**9.03 Deposit of Funds Where Improvements Are To Be Restored.** In the event of destruction or damage by casualty where Tenant is obligated or determines to repair, replace, restore or reconstruct the Demised Premises Improvements, all property damage insurance proceeds shall be deposited with the holder of the Permitted Mortgage; if there is no Permitted Mortgage, such proceeds shall be deposited into an escrow account jointly owned by Landlord and Tenant for disbursement in accordance with this Section 9.03. Any disbursement of funds from said joint escrow account shall require the authorization of both Landlord and Tenant. Such proceeds shall be received, held, and paid out for restoration of casualty damages as follows:

(a) The insurance proceeds will be disbursed to Tenant after delivery of evidence reasonably satisfactory to the Permitted Mortgagee, or if there is no Permitted Mortgagee, to Landlord that (i) such repairs, restoration, or rebuilding have been completed and effected in compliance with the Construction Standards, and (ii) no mechanic's and materialman's liens against the Premises have been filed, or all such liens have been paid or bonded around to the satisfaction of Landlord. At the option of Tenant, provided that no Event of Default has occurred and is then continuing, such proceeds shall be advanced in reasonable installments. Each such installment (except the final installment) shall be advanced in an amount equal to the cost of the construction work completed since the last prior advance (or since commencement of work as to the first advance) less statutorily required retainage in respect of mechanic's and materialman's liens. The amount of each installment requested shall be certified as being due and owing by Tenant and Tenant's architect in charge, and each request shall include all bills for labor and materials for which reimbursement is requested and reasonably satisfactory evidence that no lien affidavit has been placed against the Premises for any labor or material furnished for such work. The final disbursement, which shall be in an amount equal to the balance of the insurance proceeds, shall be made upon receipt of (A) an architect or engineer's certificate of substantial completion as to the work from Tenant's architect or engineer, and (B) reasonably satisfactory evidence that all bills incurred in connection with the work have been paid, and (C) executed final releases of mechanic's liens by the general contractor and any major subcontractors and suppliers.

(b) After completion of such repairs, replacement, restoration, or rebuilding, any insurance proceeds in excess of the cost of such repairs, replacement, restoration, or rebuilding shall, if required by any Permitted Mortgagee, be applied to payment of its Permitted Mortgage, otherwise any such proceeds shall be paid to Tenant.

(c) If the cost of any such repairs, replacement, restoration or rebuilding be estimated by Tenant's architect or engineer (or any independent supervising architect or engineer retained by Landlord or the Permitted Mortgagee) to be in excess of the insurance proceeds, Tenant will, upon request of Landlord or the Permitted Mortgagee, give satisfactory assurance that the funds required to meet such deficiency will be available to Tenant for such purpose, which assurance may include the deposit of the amount of such deficiency in accordance with this Section 9.03.

**9.04 Notice of Damage.** Tenant shall promptly notify Landlord and any Permitted Mortgagee of any destruction or material damage to the Premises.

## **ARTICLE 10**

### **CONDEMNATION**

**10.01 Notice.** If Tenant learns that any of the Demised Premises has been or is proposed to be subjected to the taking (a "Taking" or "Condemnation") as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale or conveyance of any of the Demised Premises under the threat of condemnation, Tenant shall promptly notify Landlord of such Taking.

**10.02 Effect on Lease.** If, at any time after the Effective Date, there shall be a Taking of all of the Demised Premises, or a substantial part of the Demised Premises such that the portion of

the Demised Premises remaining after such Taking would, in Tenant's reasonable business judgment, be impractical for use by Tenant, then Tenant shall have the option to terminate this Lease by written notice to Landlord within thirty (30) days following Tenant's receipt of written notice of the Taking, with such termination to be effective as of the Taking Date. If any Taking occurs after the Effective Date and this Lease is not terminated by Tenant as provided herein, this Lease shall remain in full force and effect except that, effective as of the Taking Date, this Lease shall terminate automatically as to any of the Demised Premises so taken and the Base Rent shall be equitably adjusted. The "Taking Date" means, with respect to any Taking, the date on which possession of any of the Demised Premises subject to such Taking is transferred to the condemning authority. If this Lease is terminated pursuant to the provisions of this Section 10.02, such termination will be effective on and the Rent will be payable up to the date that possession is taken by the authority condemning or threatening to condemn and Landlord will refund to Tenant any prepaid un-accrued Rent, less any sums then owing by Tenant to Landlord.

**10.03 Awards.** All sums awarded or agreed upon between Landlord and the condemning authority for the Taking of the Fee Estate or the leasehold estate (excluding the value of the Demised Premises Improvements), whether as damages or as compensation, shall be the property of Landlord. Tenant hereby assigns to Landlord all proceeds, whether by way of compensation or damages, for loss of the leasehold interest (excluding the value of the Demised Premises Improvements) by reason of such Taking. Any amounts specifically awarded or agreed upon by Tenant and the condemning authority for the Taking of Demised Premises Improvements shall be the property of Tenant. Tenant, at Tenant's expense, shall have the right to make a separate claim and pursue a separate award from the condemning authority for the value of any Demised Premises Improvements and loss of its personal property and trade fixtures, goodwill, business disruption/dislocation damages, moving expenses, relocation expenses, loss of business or profits, costs of restoration, and other non-real estate related awards; provided any such award does not decrease the amount of the award otherwise due Landlord, whether or not this Lease is terminated as provided herein. Landlord shall not be liable to Tenant for any such amounts in connection with such Taking.

**10.04 Temporary Taking.** If the whole or any portion of the Premises shall be taken for temporary use or occupancy, the Term shall not be reduced or affected and Tenant shall continue to pay the Rent in full. Except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms, and provisions of this Lease. In the event of any temporary taking, Tenant shall be entitled to receive the entire amount of any award therefor unless the period of temporary use or occupancy extends beyond the expiration of the Term, in which case such award, after payment to Landlord therefrom for the estimated cost of restoration of the Premises to the extent that any such award is intended to compensate for damage to the Premises, shall be apportioned between Landlord and Tenant as of the day of expiration of the Term in the same ratio that the part of the entire period for such compensation is made falling before the day of expiration and that part falling after, bear to such entire period. If the portion of the award payable to Tenant is made in a lump sum or is payable to Tenant other than in equal monthly installments, Landlord shall have the right to collect such portion thereof as shall be sufficient to meet (a) the payments due to Landlord from Tenant under the terms of this Lease during the period of such temporary use or occupancy (and the amounts so collected shall be credited to Tenant's obligations hereunder), and (b) the estimated cost of restoration of the Premises, if such taking is

for a period not extending beyond the expiration of the Term, which amount shall be made available to Tenant when and if, during the Term, Tenant shall obtain possession and shall proceed to restore the Premises as nearly as may be reasonably possible to the condition existing immediately prior to such taking. To the extent the portion of the award is applicable to subpart (b) of the immediately preceding sentence, such portion of the award shall be disbursed for payment of such repair, restoration and refurbishment in accordance with the provisions of Section 9.03.

**10.05 Voluntary Dedication.** Tenant shall have no right to voluntarily devote or dedicate any portion of the Premises to public use without Landlord's prior written consent.

**10.06 Notice of Taking, Cooperation.** Tenant shall immediately notify Landlord and any Permitted Mortgagee of the commencement of any eminent domain, condemnation, or other similar proceedings with regard to Premises. Landlord and Tenant covenant and agree to fully cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable in respect thereof.

## **ARTICLE 11**

### **ASSIGNMENT AND SUBLETTING**

#### **11.01 Tenant's Right to Assign.**

(a) Except as permitted in Sections 12.01, Tenant shall not sell, assign, sublease, or otherwise transfer (each being herein referred to as a "Transfer"), or mortgage, pledge or otherwise encumber (each being herein referred to as an "Encumbrance" or to "Encumber"), whether voluntarily, involuntarily or by operation of law, its Leasehold Estate, or any portion thereof, without Landlord's prior written consent, which consent shall be based on the financial condition and experience of the Transferee (or its operator) in operating similar facilities.

(b) The term "Transfer" shall also include the occurrence of any of the following to the extent that it has the cumulative effect, together with all previous such events or transactions, of transferring all or a majority of the economic benefits of ownership of the Leasehold Estate from the Persons who own, directly or indirectly, the majority of the economic benefits of ownership of the Leasehold Estate on the Effective Date: (i) the merger, reorganization, share exchange, recapitalization, restructuring or consolidation of Tenant or any Person Controlling Tenant or any Person that owns a direct or indirect equity ownership interest in Tenant; (ii) the Transfer of the majority of the direct or indirect equity ownership interests in Tenant or any Person Controlling Tenant or any Direct or Indirect Owner; or (iii) any Transfer of any property interest, real or personal, tangible or intangible.

(c) The provisions of this Section 11.01 shall not apply to (i) a foreclosure by the Permitted Mortgagee or a conveyance to the Permitted Mortgagee (or its Affiliate) in lieu of foreclosure, but the provisions of this Section 11.01 shall apply to a subsequent Transfer by the Permitted Mortgagee or its Affiliate to the purchaser at such foreclosure sale, or (ii) following completion of initial construction of the Industrial Facility, a transfer of an ownership interest in Tenant or its controlling Affiliate pursuant to a public offering and sale of equity securities conducted under a valid registration statement filed with the United States Securities and Exchange

Commission pursuant to the Securities Act of 1933, as amended; provided that Landlord receives written notice from Tenant no less than thirty (30) days prior to the initial public offering or sale and such documentation related thereto as Landlord shall reasonably request.

(d) No Transfer or Encumbrance, regardless of whether Landlord has consented to such Transfer or Encumbrance, shall release Tenant (or any previous Transferee) from liability for the performance of all of Tenant's obligations under this Lease; however, so long as no Event of Default then remains uncured, upon a Transfer permitted under this Lease the Transferor shall be released from liability for performance of all of Tenant's obligations under this Lease accruing after the date of such Transfer, and the Transferee shall be deemed to have assumed all of Tenant's obligations under this Lease.

(e) Prior to making any Transfer for which Landlord's consent is required, Tenant shall provide to Landlord the following: (i) the name of the proposed Transferee and all direct or indirect owners of equity ownership interest in the Transferee; (ii) financial information regarding the proposed Transferee and the Persons Controlling the Transferee, including balance sheets, income statements and the like; and (iii) such other information as Landlord shall reasonably request to determine the financial viability and business reputation and operational experience of the proposed Transferee.

(f) For any transfer of any direct or indirect equity ownership in Tenant that does not require Landlord's consent, Tenant shall give notice to Landlord identifying the Transferor, the Transferee and the interest transferred no later than ten (10) business days after such transfer has occurred. The provisions of this subsection will not apply (i) to a Permitted Mortgagee or its Affiliate that succeeds to the interest of Tenant under this Lease while such Permitted Mortgagee or its Affiliate is the Tenant, or (ii) following a sale of equity securities pursuant to an initial public offering as provided for under clause (c) of this Section.

(g) To the extent allowed by applicable Laws, Landlord will (i) treat all documentation provided by Tenant under this Section as privileged and confidential, (ii) maintain such documentation accordingly in a non-public file, exempt from public disclosure, and (iii) not disclose such documentation to third parties without the prior written consent of Tenant (unless such disclosure is required by applicable Laws or in connection with litigation relating to this Lease).

**11.02 Assignment by Landlord.** Landlord may, without Tenant's consent, Transfer or Encumber all or any part of its Landlord's Interest, including its interest in this Lease, and Tenant shall attorn to any transferee of Landlord's Interest provided such Transferee shall be bound by this Lease and shall enter into a non-disturbance and attornment agreement with Tenant. As used in this Lease, "Landlord" shall mean only the fee owner of the Premises at the time in question, and in the event of any Transfer of title to the Premises, the Transferor shall automatically be released from all of the obligations of the Landlord under this Lease accruing from and after the date of such Transfer, and all of such obligations accrued prior to the date that such Transferor became the Landlord, provided that the Transferee shall assume and be responsible for all obligations of "Landlord", including those accruing prior to the Transfer of Landlord's Interest, during the time that such Transferee is the Landlord hereunder. The covenants and obligations of Landlord contained in this Lease shall be binding on Landlord, its successors and assigns, only

during and in respect to their respective successive periods of ownership, except to the extent provided in this Section 11.02.

## **ARTICLE 12**

### **TENANT'S FINANCING**

#### **12.01      Tenant's Right to Encumber**

(a)      Provided that no Event of Default has occurred and is then continuing, Tenant shall have the right, from time to time, to collaterally assign or mortgage the Leasehold Estate with a deed of trust, mortgage or other lien instruments to secure borrowings of Tenant, subject to the provisions of this Article 12. Any such mortgage, deed of trust and/or other lien instruments and the indebtedness secured thereby are herein collectively referred to as a "Permitted Mortgage" and the holder or other beneficiary thereof is herein referred to as the "Permitted Mortgagee". In the event there is more than one Permitted Mortgage at one time, then all of the provisions of this Lease providing any rights or protections for the Permitted Mortgagee (including the provisions of Section 12.03) shall be solely for the benefit of and enforceable by the Permitted Mortgagee with respect to the Permitted Mortgage having first lien priority (as determined by Landlord in good faith by review of such title information as Landlord, in its sole discretion, deems appropriate). The Permitted Mortgage shall not encumber or affect in any way the Landlord's Interest.

(b)      Tenant's right to grant a Permitted Mortgage is subject to the following additional conditions:

(i)      No later than thirty (30) days after the execution and delivery of a Permitted Mortgage, Tenant shall have delivered to Landlord a written notice stating the existence of the Permitted Mortgage and the name and address of the Permitted Mortgagee for purposes of notice.

(ii)      The Permitted Mortgagee shall be a real estate investment trust (or an umbrella partnership or other entity of which a real estate investment trust is the majority owner), commercial bank, savings bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, credit union, pension plan, pension fund or pension advisory firm, mutual fund, a Fortune 500 company (such as AT&T Capital Corporation or General Electric Capital Corporation), government entity or agency located within the United States, a trust or endowment fund of a college or university, an investment company, money management firm or "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, an institutional "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, or other institutional lender substantially similar to any of the foregoing which, typically provides investment funding for similar type projects ("Institutional Lender"). Tenant will provide landlord with information specifying the funding sources for landlord to approve such sources, such approval not to be unreasonably withheld. If the Permitted Mortgage has been originated by an Institutional Lender, the Permitted Mortgage may be securitized in a bona fide securitization transaction regardless of whether the holders of indirect beneficial interests in the Permitted Mortgage would constitute

Institutional Lenders, so long as the servicing agent for the Permitted Mortgage is a bona fide servicing agent.

(iii) The Permitted Mortgage or a recorded ancillary document (collectively, the "Mortgage Documents") must permit Tenant to use insurance proceeds and condemnation awards for Restoration Work as provided in this Lease, with such additional reasonable procedures for disbursement as the Permitted Mortgagee shall require; provided, however, that the Mortgage Documents need not permit Tenant to use insurance proceeds and condemnation awards for Restoration Work (other than the Immediate Work) if Tenant is in default under the Mortgage Documents.

(iv) The Permitted Mortgage must contain the Landlord protective provisions described in Section 12.02.

**12.02 Landlord Protective Provisions.** The Permitted Mortgage shall expressly provide for the following rights, which rights are solely for the benefit of and enforceable by Landlord and are not for the benefit of, and may not be enforced by, Tenant:

(a) The Permitted Mortgagee shall not accelerate maturity of the Permitted Mortgage or foreclose any lien securing payment thereof until a notice specifying the default under the Permitted Mortgage giving rise to such right of acceleration or foreclosure (a "Mortgage Default") has been received by Landlord and Landlord has failed to cure the Mortgage Default within twenty (20) days after Landlord's receipt of such notice of default; provided, however, that if notice of default has been given at least two (2) times during any calendar year for failure to pay a regular installment of interest, or principal and interest, on the Permitted Mortgage, then no such notice of default shall be required for any subsequent defaults of the same type during the balance of the applicable calendar year. Any payments made and other things done by Landlord to cure the Mortgage Default shall be fully effective to prevent acceleration of maturity or foreclosure as if done by Tenant. Any amount expended by Landlord in curing or attempting to cure such Mortgage Default shall be paid by Tenant to Landlord upon demand, together with interest thereon at the Interest Rate from the date of each such expenditure until the date paid in full. Landlord has the option, but not the obligation, to cure any such Mortgage Default, and after commencing the cure of any such Mortgage Default may cease further actions to so cure.

(b) The Permitted Mortgagee shall not foreclose the Permitted Mortgage or accept a deed in lieu of foreclosure unless notice of such foreclosure or deed in lieu of foreclosure has been given to Landlord no less than thirty (30) days in advance of such event.

**12.03 Mortgagee Protective Provisions.** If Tenant encumbers the Leasehold Estate with a Permitted Mortgage in compliance with this Article 12, for so long as the Permitted Mortgage in question remains in effect the following shall apply:

(a) There shall be no cancellation, termination (other than termination in accordance with this Lease, including this Section 12.03, following the occurrence of an Event of Default) or material modification of this Lease without the prior written consent of the Permitted Mortgagee. Landlord shall not accept any surrender of this Lease (other than in connection with a termination in accordance with this Lease, including this Section 12.03, following the occurrence

of an Event of Default) without the prior written consent of the Permitted Mortgagee. The Permitted Mortgagee will not be bound by any such cancellation, surrender or material modifications made without its consent, other than a termination of this Lease or of Tenant's right to possession following the occurrence of an Event of Default so long as Landlord has complied with the provisions of this Section 12.03.

(b) If an Event of Default should occur hereunder:

(i) Landlord will deliver to the Permitted Mortgagee a copy of each notice of Tenant's default under this Lease if Landlord intends that such default is to serve as the basis for an Event of Default. Landlord shall not terminate this Lease or Tenant's right to possession hereunder until a notice specifying the Event of Default has been received by the Permitted Mortgagee and the Permitted Mortgagee has failed to cure the Event of Default within the time periods herein provided plus ten (10) days for a monetary default and twenty (20) days for a non-monetary default. Any payments made and other things done by the Permitted Mortgagee to cure the Event of Default shall be fully effective to prevent termination of this Lease or termination of Tenant's right to possession as if done by Tenant. The time period for cure is twenty (20) days after the Permitted Mortgagee's receipt of notice of the Event of Default; provided, however, that if a non-monetary Event of Default can be cured but by its nature cannot be cured within such twenty (20) day time period, and if the Permitted Mortgagee has commenced curing such Event of Default within such time period and thereafter diligently pursues such cure to completion, such twenty (20) day cure period shall be extended for the period of time necessary for the Permitted Mortgagee to cure such Event of Default; provided further, that (A) the time period for curing the failure to commence and thereafter diligently pursue the Immediate Work (by commencing and thereafter diligently pursuing such work) shall be ten (10) days after Permitted Mortgagee's receipt of notice of such failure, and (B) the Permitted Mortgagee shall not have any right to cure Tenant's failure to perform the balance of the Restoration Work if the Permitted Mortgagee has elected to apply the insurance proceeds to discharge the Permitted Mortgagee rather than permitting Tenant to use the insurance proceeds for such Restoration Work. The Permitted Mortgagee has the option, but not the obligation, to cure any such Event of Default, and after commencing the cure of any such Event of Default may cease further actions to so cure.

(ii) If the Event of Default is a non-monetary default that the Permitted Mortgagee cannot reasonably cure without being in possession of the Premises, then for so long as the Permitted Mortgagee is diligently and with continuity attempting to secure possession of the Premises (whether by foreclosure or otherwise, but subject to the provisions of this Article 12), provided the Permitted Mortgagee cures any monetary default as well as any other defaults that are reasonably susceptible of then being cured by the Permitted Mortgagee, Landlord shall allow the Permitted Mortgagee such time as may be reasonably necessary under the circumstances to obtain possession of the Premises in order to cure such Event of Default, and during such time Landlord shall not terminate this Lease or Tenant's right to possession of the Premises.

(c) If the Lease is terminated for any reason other than expiration of the stated Term, then the Permitted Mortgagee shall have the right and option, exercisable by delivering notice to Landlord not later than twenty (20) days after receipt from Landlord of written notice of such termination (which notice Landlord agrees to give) to elect to receive, in its own name or in

the name of its Affiliate (which shall have an amount of equity capital no less than that of Tenant on the Effective Date), a new lease of the Premises for the unexpired balance of the Term on the same terms and conditions as herein set forth, having the same priority as this Lease, and Landlord agrees to execute such new lease provided such Permitted Mortgagee shall undertake forthwith to remedy any then uncured Event of Default reasonably susceptible by its nature of being remedied by such Permitted Mortgagee, including the payment of any amount due hereunder. Upon the execution of such new lease, Landlord and the new tenant named therein shall prorate income and expenses relating to the Demised Premises Improvements effective as of the date of termination of this Lease as if the tenant named in the new Lease had succeeded to the interest of Tenant under this Lease as of the effective date of such termination; provided, however, that Landlord shall not be obligated to account to the tenant named in the new lease for any income or revenue from the Demised Premises Improvements not actually delivered to Landlord in connection with such termination. In addition to the new lease, Landlord shall execute and deliver to the tenant named therein such deeds, bills of sale, assignments and other instruments as may be necessary to convey, assign and otherwise transfer to the tenant under the new lease, AS IS, without warranty of title or any other warranty or representation of any type, but with confirmation of no prior conveyance or assignment by Landlord, all of Landlord's right, title and interest in and to the Demised Premises Improvements that may have reverted to Landlord on account of the termination of this Lease, including without limitation any subleases.

(d) No Permitted Mortgagee shall be or become liable to Landlord as an assignee of this Lease until such time as such Permitted Mortgagee, by foreclosure or other procedures, shall either acquire the rights and interests of Tenant under this Lease or shall actually take possession of the Premises, and upon such Permitted Mortgagee's assigning such rights and interests to another party or upon relinquishment of such possession, as the case may be, such Permitted Mortgagee shall have no further such liability.

(e) Nothing contained in this Section 12.03 shall prevent Landlord's pursuing monetary damages or injunctive relief relating to Tenant's default.

(f) Landlord hereby subordinates each and every right which Landlord has, or may hereafter have, in and to Tenant's Personal Property, under the laws of the State of Texas or by virtue of the Lease, to the liens and security interests granted by Tenant in favor of a Permitted Mortgagee. As used herein, the term "Tenant's Personal Property" means all inventory, accounts, furniture, fixtures, equipment, furnishings, goods, and other items of personal property of Tenant located from time to time in the Demised Premises subject to this Lease which a Permitted Mortgagee requires be pledged as security under the loan.

(g) If an Event of Default shall occur either under the Lease or in the payment of any indebtedness to a Permitted Mortgagee, Landlord will allow the Permitted Mortgagee to enter upon the Demised Premises and remove Tenant's Personal Property, or any part thereof, from the Demised Premises in accordance with the terms and conditions of such security instrument but subject to the provisions of the Lease. Landlord will agree to provide a Permitted Mortgagee written notice of any termination of this Lease or the termination of the right of Tenant's possession of the Demised Premises and such Permitted Mortgagee will have ninety (90) days thereafter (the "Removal Period") within which to enter the Demised Premises and remove Tenant's Personal Property. The Permitted Mortgagee must agree to repair any damage to the

Demised Premises caused thereby and must agree to indemnify and defend Landlord from and against any claims, demands, causes of action, costs, losses, damages or expenses incurred in connection with such removal.

(h) Landlord agrees to execute such documentation as may be reasonably required by a Permitted Mortgagee to confirm the rights of the Permitted Mortgagee provided for in this Lease.

The provisions of this Section 12.03 are solely for the benefit of and enforceable by the Permitted Mortgagee and are not for the benefit of, and may not be enforced by, Tenant.

### **ARTICLE 13** **WARRANTY OF PEACEFUL POSSESSION**

**13.01 Warranty of Peaceful Possession.** Landlord covenants that Tenant, prior to the occurrence of an Event of Default, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Premises during the Term, and may exercise all of its rights hereunder, subject only to the provisions of this Lease, any matter of record in Victoria County, Texas and Applicable Law. Landlord agrees to warrant and forever defend Tenant's right to such occupancy, use, and enjoyment and the title to the Premises against the claims of any and all Persons whomsoever lawfully claim the same, or any part thereof, by, through or under Landlord or any matter of record in Victoria County, Texas and any matters that a proper survey would reveal, but not otherwise, subject only to provisions of this Lease and Applicable Law.

### **ARTICLE 14** **EVENT OF DEFAULT AND REMEDIES**

**14.01 Event of Default.** Each of the following shall be deemed an "Event of Default" by Tenant hereunder and a material breach of this Lease:

(a) Whenever Tenant shall fail to pay any installment of Rent or any other sum payable by Tenant to Landlord, or any assignee, subcontractor or agent of Landlord, under this Lease or other agreement directly related to Tenant's operations at the Port of Victoria, on the date upon which the same is due to be paid, and such default shall continue for ten (10) days after Tenant shall have been given a written notice specifying such default; provided, that after two (2) notices of default have been given in any calendar year with respect to Tenant's failure to pay any installment of Base Rent, any subsequent failure to pay any installment of Base Rent during the balance of such calendar year shall constitute an Event of Default without any requirement of notice of such failure being given to Tenant;

(b) Whenever Tenant shall fail to promptly commence and thereafter diligently pursue performance of the Immediate Work and Tenant shall fail to remedy the same (by commencing and thereafter diligently pursuing such work) within fifteen (15) days after Tenant shall have been given a written notice specifying such default;

(c) Whenever Tenant shall fail to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept, performed or observed by Tenant (including the covenants, agreements, terms or provisions contained herein

that are to be kept or performed by the owner or lessee of the Premises) other than with respect to payment of Rent or other liquidated sums of money and as provided in Section 14.01(b) above, and Tenant shall fail to remedy the same within thirty (30) days after Tenant shall have been given a written notice specifying such default; provided, however, that if a non-monetary default can be cured but by its nature cannot be cured within such thirty (30) day time period, and if Tenant has commenced curing such default within such time period and thereafter diligently pursues such cure to completion, such thirty (30) day cure period shall be extended for the period of time necessary for Tenant to cure such default;

(d) Whenever an involuntary petition shall be filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or whenever a receiver of Tenant, or of all or substantially all of the property of Tenant, shall be appointed without acquiescence, and such petition or appointment is not discharged or stayed within sixty (60) days after the happening of such event; or

(e) Whenever Tenant shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or seek relief under any other law for the benefit of debtors.

**14.02 Remedies.** If an Event of Default occurs, then subject to the rights of any Permitted Mortgagee as provided in Section 12.03, Landlord may at any time thereafter prior to the curing thereof and without waiving any other remedies hereunder or available to Landlord at law or in equity (Landlord's remedies being cumulative), do any one or more of the following:

(a) Landlord may terminate this Lease by giving Tenant written notice thereof, in which event this Lease and the Leasehold Estate and all interest of Tenant and all parties claiming by, through, or under Tenant shall automatically terminate upon the effective date of such notice; and Landlord, its agents or representatives, shall have the right, without further demand or notice, to reenter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof. In the event of such termination, Tenant shall be liable to Landlord for all Rent accrued to the date of termination and damages in an amount equal to (i) the discounted present value of the amount by which the Rent reserved hereunder for the remainder of the stated Term exceeds the then net fair market rental value of the Premises for such period of time, plus (ii) all expenses incurred by Landlord in enforcing its rights hereunder, including but not limited to attorneys' fees, court costs, and other such expenses.

(b) Landlord may terminate Tenant's right to possession of the Premises and enjoyment of the rents, issues, and profits therefrom without terminating this Lease or the Leasehold Estate, and reenter and take possession of the Premises and remove all persons and property therefrom with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof, and lease, manage, and operate the Premises and collect the rents, issues, and profits therefrom all for the account of Tenant, and credit to the satisfaction of Tenant's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing, and operating the Premises). If the net rental so received by Landlord is less than the

amount necessary to satisfy all of Tenant's obligations under this Lease, Tenant shall pay to Landlord on demand the amount of such deficiency together with interest at the Interest Rate, and Landlord may bring suit from time to time to collect such deficiency. If the net rental so received by Landlord exceeds the amounts necessary to satisfy all of Tenant's obligations under this Lease, nevertheless Landlord shall retain such excess. In no event shall Landlord be liable for failure to so lease, manage, or operate the Premises or collect the rentals due under any subleases and any such failure shall not reduce Tenant's liability hereunder. If Landlord elects to proceed under this Section 14.02(b), Landlord may at any time thereafter elect to terminate this Lease as provided in Section 14.02(a).

**14.03 Landlord's Default.** If (a) Landlord fails to make any payment of money required to be paid by Landlord to Tenant or any third party under this Lease on the date upon which the same is due to be paid, and such default shall continue for ten (10) days after Landlord shall have been given a written notice specifying such default; or (b) Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept, performed or observed by Landlord (other than payment of money) and Landlord shall fail to remedy the same within thirty (30) days after Landlord shall have been given a written notice specifying the same; provided, however, that if a non-monetary default can be cured but by its nature cannot be cured within such thirty (30) day time period, and if Landlord has commenced curing such default within such time period and thereafter diligently pursues such cure to completion, such thirty (30) day cure period shall be extended for the period of time necessary for Landlord to cure such default; then in such event Tenant may enforce the performance of this Lease and collect damages by any method provided by law or equity except as otherwise expressly provided herein; provided, however, that Tenant shall not take any action to enforce the performance of this Lease and collect damages until thirty (30) days thereafter has passed with such default remaining uncured (plus such additional time period as provided in clause (b) above with respect to cure by Landlord). Notwithstanding the foregoing provisions of this Section 14.03, Tenant shall have no right to terminate this Lease, except as otherwise provided herein.

**14.04 Time is of the Essence.** Whenever in this Lease a date, time period or other similar requirement or limitation is provided, time is of the essence.

## **ARTICLE 15** **MISCELLANEOUS**

**15.01 Notices.** Any notice provided for or permitted to be given hereunder must be in writing and may be given by (a) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, addressed as set forth in this Section 15.01; or (b) delivering the same to the party to be notified in person or through a reliable courier service. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord:	Victoria County Navigation District
	1934 FM 1492
	Victoria, Texas 77905
	Attn: Executive Director

With copies to: The Law Office of Duane G. Crocker, P.C.  
205 ½ E. Constitution (77901)  
P.O. Box 2661  
Victoria, Texas 77902

Tenant: Green Energy Origin Texas LLC  
Attn: Luis Mendonca, President  
25025 Interstate 45, Suite 560  
The Woodlands, Texas 77380

With copy to: Crain Caton & James, P.C.  
Attn: Peter G. Nemeth  
1401 McKinney Street, Suite 1700  
Houston, Texas 77010

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving ten (10) days advance notice to such effect in accordance with the provisions of this Section 15.01.

**15.02 Performance of Other Party's Obligations.** If either Party fails to perform or observe any of its covenants, agreements, or obligations hereunder for a period of thirty (30) days after notice of such failure is given by the other Party, then the other Party shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), to perform or observe the covenants, agreements, or obligations which are asserted to have not been performed or observed at the expense of the failing Party and to recover from the failing Party all reasonable costs and expenses incurred in connection with attempting to do so, together with interest thereon at the Interest Rate from the date expended until repaid. Notwithstanding the foregoing, if either Party determines, in its reasonable good faith judgment that an emergency, involving imminent danger of injury or death to persons or damage to property in excess of \$50,000.00, exists due to the other Party's failure to observe or perform its covenants, agreements, and obligations hereunder, then such Party may immediately perform or observe the covenants, agreements and obligations which give rise to such emergency at the expense of the failing Party and recover from the failing Party all costs and expenses incurred in connection with attempting to do so, together with interest thereon at the Interest Rate from the date expended until repaid. Any performance or observance by a Party pursuant to this Section 15.02 shall not constitute a waiver of the other Party's failure to perform or observe. In performing its self-help rights, the applicable Party shall perform in a commercially reasonable manner.

**15.03 Arbitration.**

(a) This section shall only apply where express provision is made in this Lease for settlement of a dispute or determination of a matter by arbitration.

(b) If either Party wishes to settle a dispute or determine a matter by arbitration, such matter shall be resolved by binding arbitration in accordance with the provisions of this Section 15.03, and shall be self-administered in accordance with the Arbitration and Mediation Services, Inc. (JAMS) pursuant to its rules of commercial arbitration. Any claimed default based upon such dispute shall be deemed suspended until the dispute is resolved, provided that the Party claimed to be in default is proceeding diligently with the arbitration; provided, however, nothing contained in this Section 15.03 shall suspend the obligation of Tenant to pay Rent hereunder.

(c) Landlord and Tenant may agree on an arbitrator, and in such event, such arbitrator's decision shall be final and binding on Landlord and Tenant and shall be specifically enforceable in any court having jurisdiction. If Landlord and Tenant are unable to agree on an arbitrator, Landlord and Tenant shall each appoint an arbitrator, and such two arbitrators shall select, within fifteen (15) days after the appointment of such second arbitrator, a third arbitrator. The decision of a majority of the three arbitrators shall be final and binding on Landlord and Tenant and shall be specifically enforceable in any court having jurisdiction.

(d) If (i) either Landlord or Tenant fails to appoint an arbitrator within ten (10) days after receiving notice from the other Party that such other Party has appointed an arbitrator, or (ii) the first two arbitrators fail to appoint a third arbitrator within the aforesaid fifteen (15) day period, or (iii) any Person appointed as an arbitrator by or on behalf of either Landlord or Tenant shall die, fail to act, resign or become disqualified and the Party by or on behalf of whom such arbitrator was appointed shall fail to appoint a substitute arbitrator within ten (10) days after being requested to do so by the other Party, the arbitrator in question will be appointed by the District Courts of Victoria County Texas subject to the rules of such courts regarding recusal of judges. Each Party shall bear and pay the cost of the arbitrator appointed by (or for) it, and the cost of the third arbitrator shall be borne and paid equally by Landlord and Tenant. If the presiding judge of the applicable court does not appoint the third arbitrator within forty-five (45) days, then such arbitrator shall be appointed within fifteen (15) days thereafter in accordance with the rules of the American Arbitration Association, but subject to the requirements herein for the appointment of arbitrators.

(e) All arbitration proceedings shall be held in Victoria, Victoria County Texas. If a hearing is scheduled, Landlord and Tenant shall be given reasonable advance notice of the time and place of any arbitration hearing and both shall have the right to be present, heard and represented by counsel. The arbitrators shall not have the right to add to or subtract from or otherwise change the terms and provisions of this Lease, and their determination shall be consistent and in accordance with the terms and provisions of this Lease.

**15.04 Modification and Non-Waiver.** No variations, modifications, or changes herein or hereof shall be binding upon any Party hereto unless set forth in a writing executed by it or by a duly authorized officer or agent. No waiver by either Party of any breach or default of any term, condition, or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision hereof shall be implied from any action of any Party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving Party.

**15.05 Governing Law; Jurisdiction and Venue.** This Lease shall be construed and enforced in accordance with the laws of the State of Texas. The state courts of the State of Texas located in Victoria County, Texas shall have exclusive jurisdiction and venue for any legal action or proceedings arising from or in any way related to, directly or indirectly, this Lease and/or any contractual relationship between the Parties.

**15.06 Number and Gender.** Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

**15.07 Estoppel Certificate.** Landlord and Tenant shall execute and deliver to each other, promptly upon any request therefor by the other Party, or by any Permitted Mortgagee, a certificate addressed as indicated by the requesting Party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults hereunder known to the Party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with to the knowledge of the Party executing the certificate; and
- (e) such other matters as may be reasonably requested.

**15.08 Severability.** If any provision of this Lease or the application thereof to any Person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**15.09 Attorney Fees.** If litigation is ever instituted by either Party to enforce, or to seek damages for the breach of, any provision hereof, the prevailing Party therein shall be promptly reimbursed by the other Party for all attorneys' fees reasonably incurred by the prevailing Party in connection with such litigation.

**15.10 Surrender of Premises; Holding Over.** Upon termination or expiration of this Lease, Tenant shall peaceably quit, deliver up, and surrender the Premises, except as otherwise specifically provided in Section 9.01, in good order, repair, and condition, reasonable wear and tear and damage by Casualty excepted. Upon such termination or expiration Landlord may, without further notice, enter upon, reenter, possess, and repossess itself of the Premises by force, summary proceedings, ejectment, or otherwise, and may dispossess and remove Tenant from the Premises and may have, hold, and enjoy the Premises and all rental and other income therefrom, free of any claim by Tenant with respect thereto. If Tenant does not surrender possession of the Premises at the end of the Term, such action shall not extend the Term, Tenant shall be a tenant at sufferance, and during such time of occupancy Tenant shall pay to Landlord, as damages, an

amount equal to twice the amount of Base Rent that was being paid immediately prior to the end of the Term in lieu of the Base Rent payable under this Lease for such holdover period. Landlord shall not be deemed to have accepted a surrender of the Premises by Tenant, or to have extended the Term, other than by execution of a written agreement specifically so stating.

**15.11 Relation of Parties.** It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either Party hereto liable for any obligation of the other.

**15.12 Force Majeure.**

(a) As used herein, "Force Majeure" shall mean, with respect to the applicable Force Majeure Party, the occurrence of any of the following: (i) strikes, lockouts or picketing (legal or illegal); (ii) a temporary taking as provided in Section 10.04; (iii) riot, civil commotion, insurrection and war; (iv) fire or other casualty, accidents, acts of God or public enemy; (v) natural disaster (including hurricanes, tornadoes, blizzards, windstorms, floods and other adverse and inclement weather conditions) directly impacting the Land and/or Demised Premises; (vi) shortages or inability to obtain labor, materials or equipment (unless the principal reason such materials or equipment are unavailable is that the party responsible for performing the applicable work ordered such materials or equipment after a date which is customary for the order of like materials or equipment for comparable work and the reason for such delay is within such party's reasonable control), or inability to obtain fuel or energy (e.g., a failure by the electric utility company to provide power to the Demised Premises), (vii) application of any Applicable Law to the extent that such application was not reasonably foreseeable by the Party claiming the right to an extension of time as a result of an event of Force Majeure (the "Force Majeure Party"); or (viii) any other event which prevents or delays the performance by the Force Majeure Party of any of its obligations imposed upon it hereunder and the prevention or cessation of which event is beyond the reasonable control of the Force Majeure Party. However, in no event shall any of the following be deemed to constitute Force Majeure: (A) failure to obtain financing for, failure to refinance, or cessation of disbursements under financing for, the purchase, construction, demolition, repair or ownership of the Demised Premises Improvements; (B) law suits among parties comprising Tenant; (C) inability to pay when due monetary sums; or (D) the acts or omissions of the contractor, subcontractors or suppliers of the Force Majeure Party or any other Person acting by, through or under the Force Majeure Party.

(b) If a Force Majeure Party shall be delayed, hindered or prevented from performance of any of its obligations hereunder (other than to pay Rent or other monetary sum) by reason of Force Majeure, the time for performance of such obligation shall be extended on a day-for-day basis for each day of actual delay, provided that the following requirements are complied with by the Force Majeure Party: (y) the Force Majeure Party shall give prompt written notice of such occurrence to the other Party, and (z) the Force Majeure Party shall diligently attempt to remove, resolve or otherwise eliminate such event, and minimize the cost and time delay associated with such event, keep the other Party advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding.

neither Party shall be relieved by any event of Force Majeure from its obligation to pay Rent or other monetary sum hereunder.

**15.13 Non-Merger.** Notwithstanding the fact that fee title to the Demised Premises and to the Leasehold Estate may, at any time, be held by the same Person, there shall be no merger of the Leasehold Estate and fee estate unless the respective owners thereof execute and file for record in the Office of the County Clerk of Victoria County, Texas a document expressly providing for the merger of such estates.

**15.14 Entireties.** This Lease constitutes the entire agreement of the Parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. However, any other agreements entered into between Landlord and Tenant of even date herewith are not merged herein and shall remain in effect.

**15.15 Limitation on Landlord's Liability.** Notwithstanding anything to the contrary contained herein, (i) Landlord's liability for failure to perform any of its obligations hereunder or otherwise relating to the Premises is hereby expressly limited to Landlord's interest in and to the Premises, and (ii) should Landlord fail to pay any sum required to be paid by Landlord hereunder, or fail to perform any obligation required to be performed by Landlord hereunder, any judicial proceedings brought by Tenant against Landlord, to the extent allowed by applicable law, shall be limited to proceeding against Landlord's rights and interest in and to the Premises, and no attachment, execution, or other writ or process shall be sought, issued, or levied upon any assets, properties (including the Land and any improvements thereon), or funds of Landlord, other than against Landlord's interest in and to the Premises. No provision contained in this Agreement shall be interpreted in any manner as a waiver of any rights or protections against suit and/or liability, including, without limitation, any sovereign immunity protection which Landlord may possess or enjoy by virtue of its status and existence as a governmental entity in the State of Texas.

**15.16 Recordation.** Landlord and Tenant will, at the request of either Party, promptly execute an instrument in recordable form constituting a memorandum of this Lease, which shall be filed for record in the Office of the County Clerk of Victoria County, Texas, solely to give record notice of the existence of this Lease. No such memorandum shall in any way vary, modify or supersede this Lease. Except in connection with actual litigation between the Parties, this Lease shall not be filed for record.

**15.17 Successors and Assigns.** This Lease shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to Transfer, sublet, or Encumber, this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Whenever a reference is made herein to either Party, such reference shall include the party's permitted successors and assigns.

**15.18 Inspection.** Landlord shall have the right, but not the obligation, to enter upon the Premises at all reasonable times to inspect same. For purposes of this Section 15.18, except in the case of an Emergency, "reasonable times" means during normal business hours and upon no less than forty-eight (48) hours prior notice. Except in the case of an Emergency, Landlord shall not unreasonably disturb any Person in possession or Tenant's operations in connection with such inspections. No consent of Tenant shall be required for any visual inspection. Tenant shall not unreasonably withhold, delay or condition Landlord's right to make any inspection that is more

than a visual inspection (e.g., invasive testing). If Landlord reasonably believes that a violation of Article 16 or of any Environmental Law has occurred, or if Landlord has received a notice from a Governmental Authority alleging any violation of any Environmental Law, Landlord shall have the right to make such inspections as Landlord shall reasonably require. Any such inspection, and the repair of any damage to the Demised Premises Improvements caused by any such inspection, shall be at Landlord's cost and expense unless a violation of Article 16 or of any Environmental Law has occurred, in which event Tenant shall be responsible for such cost and expense.

**15.19 No Third Parties Benefited.** Except as herein specifically and expressly otherwise provided with regard to notices, opportunities to cure defaults, opportunities to extend the Term, and any right to execute a new lease (if applicable), and certain other enumerated rights granted to the Permitted Mortgagee, the terms and provisions of this Lease are for the sole benefit of, and may be enforced only by, Landlord and Tenant, and no other Persons whatsoever (including any direct or indirect equity owner in Tenant) is intended to benefit herefrom or shall have any right to enforce this Lease.

**15.20 Survival.** Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease, including indemnification obligations relating to events or conditions that occur or exist prior to such expiration or termination, shall survive the expiration or termination of this Lease.

**15.21 Use of Landlord's Name.** Tenant shall not use Landlord's name in any advertising or promotional material relating to the Premises without Landlord's prior written consent, but Tenant may make reference to this Lease and to Landlord in legally operative documents, as Tenant shall deem reasonably necessary.

**15.22 Interest.** If any Rent or other amount required to be paid by one Party to the other Party pursuant to this Lease is not paid when due, such amount shall bear interest at the Interest Rate from the date due until the date paid in full.

**15.23 Limit on Damages.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 15.23, NOTWITHSTANDING ANYTHING IN THIS LEASE OR UNDER LAW OR EQUITY TO THE CONTRARY, EXCEPT FOR INTEREST CHARGEABLE HEREUNDER NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR FOR ANY LOST REVENUES OR PROFITS ARISING OUT OF THIS LEASE OR RELATING TO THE PREMISES, INCLUDING THE NEGLIGENCE OF THE PARTY AGAINST WHOM THE CLAIM WOULD BE MADE.

**15.24 Broker.** Landlord and Tenant represent and warrant each to the other that such Party has not dealt with any broker in connection with this Lease and that, insofar as such Party knows, no broker negotiated this Lease or is entitled to any commission in connection herewith. Landlord and Tenant each agree to indemnify the other Party for any losses, costs or damages (including reasonable attorneys' fees) incurred by the other Party as a consequence of the breach or falsity of the representations and warranties of such Party under this Section 15.24.

## **HAZARDOUS SUBSTANCES**

**16.01 Use of Hazardous Substances.** Except as expressly authorized under the definition of "Hazardous Substances," Tenant shall not cause or permit any Hazardous Substance to exist or otherwise be brought, kept or used in or about the Premises or the Land or any improvements thereon in violation of Environmental Laws by Tenant, its agents, employees, contractors or invitees (collectively, the "Tenant Representatives"), and neither Tenant nor any of the Tenant Representatives shall use, generate, produce, store, Release or otherwise cause or permit the occurrence or continued existence of any Hazardous Substances in, on, under or about the Premises or to be transported to or from the Premises, except in strict compliance with applicable Environmental Laws. Tenant and Tenant Representatives shall, at their own expense, procure, maintain in effect, and comply with all conditions of all permits, licenses, registrations, exemptions, and other governmental and regulatory approvals required under Environmental Laws for any Hazardous Substances in, on, under, to or from or about the Premises, including the discharge of appropriately treated and approved wastes into or through any sanitary sewer serving the Premises.

### **16.02 Remediation of Hazardous Substances.**

(a) As between Landlord and Tenant and specifically excluding any Hazardous Substances exposure or contamination to the extent proven to have been caused by Landlord, existing on the Effective Date, or emanating from any property adjoining the Demised Premises that is not owned or controlled by Tenant, if any actual or suspected exposure to, or contamination arising from, Hazardous Substances occurs at any time as a result of Tenant's use or occupancy of the Land or operations thereon, or if Tenant or any Tenant Representative causes, whether by action or failure to act, any exposure or contamination of the Land or any improvements thereon from Hazardous Substances ("Tenant Responsible Contamination"), Tenant and/or Tenant Representatives, at their sole cost and expense, shall promptly and diligently remove and, as applicable, remediate such Hazardous Substances from, at, or under the Premises or the Land or improvements thereon, or the groundwater underlying the Premises or the Land, in strict compliance with applicable Environmental Laws and in accordance with then prevailing industry standards. Tenant shall, at its sole cost and expense, develop, implement, and document in writing regular monitoring of the Premises for the possible presence or Release of, or exposure to, any Tenant Responsible Contamination. In the event any actual or suspected Tenant Responsible Contamination is identified Tenant shall: (i) promptly (but no later than three (3) business days of such identification) notify Landlord of such actual or suspected contamination and the location thereof; and (ii) arrange no later than five (5) business days of such identification for a third party, independent inspection of the Premises by a well-qualified (and, as necessary, licensed) environmental consultant to confirm whether the Tenant Responsible Contamination exists, which inspection will be performed at Tenant's sole cost and expense no sooner than five (5) days but no later than ten (10) days after Tenant notifies Landlord in writing of such planned inspection. Neither Tenant nor any Tenant Representative shall enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant Responsible Contamination, without first notifying Landlord at least five (5) days in advance of Tenant's intention to do so and affording Landlord the opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(b) If Tenant does not promptly and diligently take all steps to prepare any remediation plan required for any Tenant Responsible Contamination, obtain all necessary approvals for such remediation plan, and thereafter commence and perform the required remediation within thirty (30) days after Landlord has approved Tenant's remediation plan and all other required approvals and consents have been obtained (subject to extension due to delays caused by Force Majeure), and thereafter continue to diligently prosecute such remediation to completion in accordance with the approved remediation plan, Landlord, at its option (but without any obligation to do so), may cause such remediation to be accomplished, and Tenant shall reimburse Landlord immediately upon demand for all amounts paid by Landlord, together with interest on such amounts at the Interest Rate from the date incurred until the date paid in full.

(c) Tenant shall promptly deliver to Landlord copies of all hazardous waste manifests, and otherwise deliver such information and supporting documentation to Landlord as Landlord may reasonably require, to evidence the proper management, transport and disposal of all Hazardous Substances removed from the Premises, the Land or any improvements thereon as part of Tenant's remediation of any Tenant Responsible Contamination.

(d) Any cleanup, removal or other remediation of Tenant Responsible Contamination must be completed in its entirety at or before the expiration or termination of this Lease.

**16.03 Disposal of Hazardous Substances.** Tenant shall cause all Hazardous Substances removed from the Premises or the Land as part of the required remediation of any Tenant Responsible Contamination to be removed, contained, and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Substances.

**16.04 Notice of Hazardous Substance Matters.** Each Party (herein the "Notifying Party") shall immediately notify the other Party ("Recipient") in writing of (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Environmental Law; (b) any claim made or threatened by any Person against the Notifying Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances resulting from operations or activities on or about the Premises; and (c) any report made to any Governmental Authority arising out of or in connection with any Hazardous Substances in, on, under, Released, or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all on receipt by the Notifying Party of actual knowledge of any of the foregoing matters. The Notifying Party shall deliver to the Recipient as promptly as possible, and in any event within ten (10) days after the Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

**16.05 Standard for Landlord's Consent and Approval.** In any instance under this Lease where the consent or approval of Landlord is required, Landlord agrees (a) that Landlord's consent or approval will not be unreasonably withheld, conditioned or delayed, and (b) if no time period for Landlord's response is specifically defined, Landlord shall, within ten (10) business days following receipt of a written request for consent or approval, grant or deny such request in writing and, if consent or approval is to be withheld, Landlord shall specify in writing the reasons

for denying the request. The provisions of this Section shall not apply where this Lease expressly provides that Landlord's consent may be withheld, delayed or conditioned in Landlord's sole discretion.

**16.06 Landlord's Limited Representations and Warranties.** Landlord represents and warrants that, to the best of its present knowledge and belief, without the duty of inquiry: (a) the use of the Demised Premises for the purposes set forth in Section 7.01 hereof is legally permitted under all Applicable Laws (including applicable zoning and local ordinances), and (b) Landlord has obtained all approvals necessary for Landlord to execute and deliver this Lease and perform its obligations hereunder, including, without limitation, any approvals required under Chapters 60 and 62 of the Texas Water Code and other Applicable Laws.

**16.07 Requests for Privileged or Confidential Information.** Landlord and Tenant acknowledge that this Lease and all plans, specifications, commercial information, financial information and ownership information to be delivered by Tenant to Landlord hereunder (collectively, the "Tenant Materials") contain confidential commercial and financial information and other confidential and privileged information that may be exempt from disclosure under applicable Law. Accordingly, if Landlord receives any request for access to or a copy of this Lease or any other Tenant Materials, Landlord will (a) decline to release the information for the purpose of requesting a Texas Attorney General decision in accordance with the provisions of §552.305 of the Texas Open Records Act, and (b) comply with all applicable provisions of said §552.305. Landlord shall, within five (5) days after the receipt thereof, mail to Tenant notice of any request for access to or a copy of any document herein agreed by Landlord to be kept confidential. Landlord will mail to Tenant a copy of Landlord's Texas Attorney General request as to whether the requested information is exempted from public disclosure at the same time that Landlord mails the request to the Texas Attorney General.

**16.08 Preliminary Site Work.** Tenant shall have the right to commence and perform the Site Work (as hereafter defined) on the Premises at any time following the Effective Date of this Lease subject to the following conditions:

(a) Prior to the commencement of any Site Work, Tenant shall provide to Landlord (i) designs, plans, drawings, and elevations sufficient, in Landlord's sole discretion, to identify the character and scope of the Site Work to be performed (the "Sitework Plans"), and (ii) information verifying, to Landlord's reasonable satisfaction, that Tenant has access to sufficient funds (whether through equity funding or financing commitments) to support the Site Work. No Site Work shall commence until Tenant has received written approval of the Sitework Plans from Landlord.

(b) Allowable preliminary site work and development includes placement of fences and gates, creating access points and temporary roads for construction equipment and personnel, site clearing and grubbing, site excavation, filling, leveling and grading, relocation of utilities, installation of a construction office and temporary utilities, and related preliminary work approved by Landlord as part of the Sitework Plans (collectively "Site Work") in accordance with the Sitework Plans that are approved by Landlord. Site Work shall not include any work related to drainage and stormwater structures (other than temporary ditches and sediment basis included in the Sitework Plans approved by Landlord), retention walls, paving, curbing, sidewalks, driveways, or parking lots (other than temporary construction driveways and parking lots included

in the Sitework Plans approved by Landlord). The contractor who is to perform the Site Work shall provide payment and performance bonds approved by Landlord. Tenant shall not be required to provide the insurance required under Section 8.01 or Section 8.02 of this Lease if the contractor performing the Site Work provides commercial general liability insurance meeting the requirements for an Approved Contractor under Section 8.02 of this Lease.

**16.09 Additional Improvement Work.** Prior to commencing construction of any Improvements on the Premises not identified herein as Site Work:

(a) Tenant, at Tenant's expense, shall submit to Landlord, for Landlord's approval, the following items relating to the Improvements: (i) an estimate of the schedule, in reasonable detail, for the completion of the Improvements (the "Project Schedule") and (ii) the preliminary plans for the Improvements (the "Improvements Plans").

(b) Tenant shall have obtained Landlord's approval of the Approval Items (as hereafter defined).

(c) Tenant shall have fully negotiated and be ready to execute a construction contract with a general contractor and obtain payment and performance bonds, with a general contractor and surety bonds approved by Landlord.

(d) Tenant shall have obtained the appropriate insurance required pursuant to Article 8 of this Lease.

(e) Tenant shall provide to Landlord information verifying, to Landlord's reasonable satisfaction, that Tenant has access to sufficient funds (whether through equity funding or financing commitments) to support the construction of the proposed Tenant project and Improvements to be built on the Demised Premises and Easement Areas ("Funding Verification").

**16.10 Plans and Specifications.** Upon receipt of information for Funding Verification, the Project Schedule and the Improvement Plans (collectively, the "Approval Items"), Landlord shall have thirty (30) business days to approve or disapprove the Approval Items. If Landlord disapproves the Approval Items, then Landlord will concurrently provide Tenant with written comments specifying the reason for the disapproval, as well as the changes required to achieve Landlord's approval. Landlord and Tenant shall thereafter work in good faith to try to resolve their differences regarding the Approval Items as soon as practicable. If the Parties are unable to agree on the Approval Items, either Party may terminate this Lease by giving written notice to the other. Landlord's failure to approve or disapprove the Approval Items within a given time period will be deemed an approval. Landlord will not unreasonably withhold, delay, or condition its approval of the Approval Items. If Landlord elects to engage an architect, engineer, or other consultant to review such items, it will be at Landlord's sole cost and expense.

[Signature Page Follows]

EXECUTED as of the date and year first above written.

**LANDLORD:**

**VICTORIA  
DISTRICT**

**COUNTY**

**NAVIGATION**

By: 

Name: Sean Stibich

Its: Executive Director

**TENANT:**

**GREEN ENERGY ORIGIN, LLC**

By: 

Name: Luis Mendonca

Title: President

## SCHEDULE 1.01

### DEFINITIONS; TERMINOLOGY

1.01 Definitions. As used in the Lease, each of the following terms shall have the following meaning:

“Additional Rent” has the meaning set forth in Section 4.03.

“Adjustment Date” has the meaning set forth in Section 4.01(c).

“Affiliate” means, when used with reference to a specified Person, any Person who directly or indirectly Controls, is Controlled by or is under common Control with the specified Person. “Affiliate” shall also include (i) any Person which owns, directly or indirectly (including through one or more intermediaries), fifty percent (50%) or more of any class of voting security or equity interests of such specified Person, (ii) any Subsidiary of such specified Person and (iii) any Subsidiary of a Person defined in clause (i). Notwithstanding the foregoing however, the officers, directors, trustees and individuals in similar capacities with respect to any Person shall not be considered “Affiliates” of such Person merely on account of such Person’s status as an officer, director, trustee or other similar position or capacity; and further, a stockholder shall not be considered an “Affiliate” merely on account of its status as a stockholder.

“Applicable Law” means, collectively, all applicable federal, state and local statutes, ordinances, codes, rules, regulations and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority having jurisdiction over any of the Parties or the Premises. Applicable Law includes Environmental Laws.

“Approved Plans” means the plans and specifications described in Exhibit D attached hereto, as the same may be amended from time to time with Landlord’s consent, which consent shall not be unreasonably withheld, delayed or conditioned, except as otherwise provided herein.

“BLS” has the meaning set forth in Section 4.01(c).

“Base Month” has the meaning set forth in Section 4.01(c).

“Base Rent” has the meaning set forth in Section 4.01.

“Business Days” shall mean any day other than Saturday, Sunday and other days on which banks in Victoria, Texas are customarily closed for business.

“Claims” has the meaning set forth in Section 8.04.

“Commencement Month” means the calendar month in which the Effective Date occurs.

“Comparison Month” has the meaning set forth in Section 4.01(c).

“Construction Standards” has the meaning set forth in Section 6.04(a).

“Control” (including the correlates of “Controlled” and “Controlling”) means the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of the specified Person, through the ownership or control of voting securities, partnership interests or other equity interests or otherwise.

“Demised Premises” has the meaning set forth in the Recitals.

“Demised Premises Improvements” has the meaning set forth in the Recitals.

“Direct or Indirect Equity Owner” means each Person that owns a direct or indirect equity ownership interest in Tenant.

“Easement Areas” has the meaning set forth in Exhibit C.

“Easements” has the meaning set forth in Section 2.02.

“Effective Date” has the meaning set forth in the Preamble.

“Encumbrance” or “Encumber” has the meaning set forth in Section 11.01(a).

“Environmental Laws” means all laws, statutes, codes, ordinances, orders, interpretations, rules and regulations of any Governmental Authority applicable to Landlord, Tenant or the Premises relating to human health or the environment, including the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 *et seq.* (“RCRA”); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC Section 9601 *et seq.* (“CERCLA”), the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*, the Federal Hazardous Materials Transportation Law, 49 U.S.C. Section 5101 *et seq.*, the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*, the Texas Solid Waste Disposal Act, Chapter 361 of the Texas Health & Safety Code, all as now or hereafter amended, as well as all regulations promulgated thereunder and any common law or any other rule of law of any Governmental Authority applicable to Landlord, Tenant or the Premises and relating to human health or the environment.

“Event of Default” has the meaning set forth in Section 14.01.

“Force Majeure” has the meaning set forth in Section 15.12(a).

“Force Majeure Party” has the meaning set forth in Section 15.12(a).

“Full insurable value” has the meaning set forth in Section 8.01(a).

“Governmental Authorities” has the meaning set forth in Section 5.01.

“Governmental Authority” has the meaning set forth in Section 5.01.

"Hazardous Substances" means any of the following: (i) any "hazardous waste," "solid waste," "hazardous material," "hazardous substance," "toxic substance," "pollutant," or "contaminant" as those or similar terms are defined or regulated under any Environmental Laws; (ii) any mold, mildew, fungus, or other potentially dangerous organisms ("Mold"); (iii) asbestos (whether or not friable) and asbestos-containing materials; (iv) any volatile organic compounds, including oil and petroleum products; (v) any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to health, safety or welfare of any person or to the environment, including any polychlorinated biphenyls (PCBs), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, urea formaldehyde foam insulation and chemical, biological and radioactive wastes; (vi) radon gas; (vii) any other substance the presence of which on the Premises is prohibited by any Environmental Laws; and (viii) any other substance which by any Environmental Laws requires special handling or notification of any Governmental Authority in its collection, storage, treatment, or disposal. However, for the purposes of the covenants, but not the indemnification obligations, set forth in this Lease, the term "Hazardous Substances" shall not include small quantities of materials, chemicals or substances normally used in connection with the use, management, operation, or ownership of a facility similar to Tenant's provided that such materials, chemicals or substances are generated, produced, stored, handled, used transported and disposed in a safe and prudent manner in strict compliance with all Environmental Laws.

"Immediate Work" has the meaning set forth in Section 9.01(a)(i).

"Imposition Trustee" has the meaning set forth in Section 5.03.

"Impositions" has the meaning set forth in Section 5.01.

"Indemnified Parties" has the meaning set forth in Section 8.04.

"Interest Rate" means an annual rate of interest equal to the lesser of (i) five percent (5%) above the "Prime Rate" as announced from time to time by *The Wall Street Journal*, or if such publication ceases to exist or report a "Prime Rate", five percent (5%) per annum above the prime rate or reference rate announced from time to time by JPMorgan Chase Bank, N.A. (or any successor thereto) or such other major national banking institution selected by Landlord, or (ii) the maximum contract rate of interest then permitted by Applicable Law.

"Land" has the meaning set forth in the Recitals.

"Landlord" has the meaning set forth in the Preamble and Section 11.02.

"Landlord Release Party" has the meaning set forth in Section 8.05.

"Landlord's Interest" means Landlord's fee title to the Demised Premises, Landlord's reversionary interest in the Demised Premises and Demised Premises Improvements, Landlord's right to receive payment of Rent and Landlord's other rights under this Lease.

"Landlord's Tariffs" means the tariffs established and published from time to time by Landlord for the use of Landlord's port facilities.

“Lease” has the meaning set forth in the Preamble.

“Lease Year” has the meaning set forth in Section 3.01.

“Leasehold Estate” means the leasehold estate and Tenant’s other rights created by this Lease, including Tenant’s ownership interest in the Demised Premises Improvements during the Term.

“Notifying Party” has the meaning set forth in Section 16.04.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Permitted Mortgagee” has the meaning set forth in Section 12.01(a).

“Permitted Mortgage” has the meaning set forth in Section 12.01(a).

“Person” means any individual, corporation, partnership, limited liability company or other entity of any kind.

“Premises” means the Demised Premises, any Easement Areas, Demised Premises Improvements, and Improvements within the Easement Areas.

“Recipient” has the meaning set forth in Section 16.04.

“Release” means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

“Rent” has the meaning set forth in Section 4.03.

“Restoration Work” has the meaning set forth in Section 9.01(a).

“Schedules” has the meaning set forth in Section 1.02 of Schedule 1.01.

“Site Plan” has the meaning set forth in the Recitals.

“Subsidiary” means, with respect to any Person, any corporation or other entity of which more than fifty percent (50%) of (i) the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) or (ii) other equity interest comparable to that described in the preceding clause (i) is at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries, or by one of more other Subsidiaries.

“Substantially Completed” means, with respect to the Demised Premises Improvements, the design engineer, the General Contractor and Tenant certify to Landlord that (i) the Demised Premises Improvements have been substantially completed; (ii) Tenant has received all permits and approvals from all applicable Governmental Authorities to occupy and operate the Demised

Premises Improvements; and (iii) the Demised Premises Improvements have commenced commercial operations.

“Tenant” has the meaning set forth in the Preamble. Upon an assignment of this Lease permitted in accordance with the terms of this Lease, the assignee (“Transferee”) will thereupon succeed to the rights and obligations of, and become, the “Tenant” for purposes of this Lease.

“Tenant Parties” has the meaning set forth in Section 8.04.

“Tenant Release Party” has the meaning set forth in Section 8.05.

“Tenant Representatives” has the meaning set forth in Section 16.01.

“Tenant Responsible Contamination” has the meaning set forth in Section 16.02.

“Term” has the meaning set forth in Section 3.01.

“Termination Period” has the meaning set forth in Section 3.01.

“Tonnage Rent” has the meaning set forth in Section 4.02.

“Transfer” has the meaning set forth in Sections 11.01(a) and 11.01(b).

“Transferee” has the meaning set forth in the definition of “Tenant”.

“Transferor” means the Person making the Transfer.

1.02 Terminology. The terms defined in this Schedule 1.01 shall apply throughout the Lease. All references in the Lease to “Section” or “Article” shall refer to the section or article of the Lease in which such reference appears, unless otherwise expressly stated. All references to “Schedules” shall mean the schedules attached to the Lease. All references to “Exhibits” shall mean the exhibits attached to the Lease. All such Schedules and Exhibits are incorporate in the Lease by this reference. All references to herein, hereof, hereto, hereunder or similar terms shall be deemed to refer to the entire Lease. As used in this Lease, the term “including” shall mean “including but not limited to.” The headings of Articles and Sections in and Exhibits to the Lease shall be for convenience only and shall not affect the interpretation hereof. If Landlord or Tenant ceases to be a partnership, all references herein to Landlord’s or Tenant’s partners shall thereafter be deemed to be references to Landlord’s or Tenant’s other equity owners.

1.03 Interpretation. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Reference to any agreement means such agreement as amended or modified and in effect from time to time in accordance with the terms thereof. This Lease was negotiated between Landlord and Tenant with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Lease to be construed or interpreted against either Party shall not apply to any construction or interpretation hereof.

## EXHIBIT A

### METES & BOUNDS DESCRIPTION OF DEMISED PREMISES

BEING a tract of land containing 18.17 acres and a tract of land containing 3.00 acres more particularly described as follows:

**THE STATE OF TEXAS}**  
**COUNTY OF VICTORIA}**

Being an 18.17 acre tract of land situated in the Diego Garcia League, Abstract No. 39, Victoria County, Texas, said 18.17 acres being a portion of a residual 125.9509 acre tract of land, described as Tract One, conveyed from Vie Eva Moring, et vir to Victoria County Navigation District (VCND) by deed dated May 4, 2000 as recorded in Instrument No. 200005704 of the Official Public Records of Victoria County, Texas, said 18.17 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** from a 5/8 inch diameter iron rod found for the South comer of the residual 125.9505 acre VCND tract, the East comer of a 5.00 acre tract of land conveyed to James Corum, Nautilus Building Services, Inc. as recorded in Instrument No. 201108781 of the Official Public Records of said county, and being in the northwest right-of-way line of Farm-to-Market Road 1432 (120' R.O.W.);

**THENCE**, North 53°29'49" East, with the southeast line of the residual 125.9505 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 50.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the South comer of the herein described tract and being the fieldnote **POINT OF BEGINNING**;

**THENCE**, North 36°07'00" West, crossing the residual 125.9505 acre VCND tract, a distance of 1,023.27 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an exterior comer of the herein described tract, said iron rod being in the northeast line of a 1.6067 acre access easement as recorded in Volume 32, Page 502 of the Official Records of said county;

**THENCE**, North 01°43'16" East, crossing the residual 125.9505 acre VCND tract and with the common line of said 1.6067 acre access easement, a distance of 61.70 feet to a 5/8 inch diameter iron rod with plastic cap stamped "COTTON SURVEYING" found for an interior comer of the herein described tract, said iron rod being an exterior comer of the 1.6067 acre access easement;

**THENCE**, North 20°54'30" West, crossing the residual 125.9505 acre VCND tract and with the common line of said 1.6067 acre access easement, a distance of 120.93 feet to a 5/8 inch diameter iron rod with plastic cap stamped "COTTON SURVEYING" found for an interior comer of the herein described tract, said iron rod being an exterior comer of the 1.6067 acre access easement;

**THENCE**, North 40°05'33" West, crossing the residual 125.9505 acre VCND tract and with the common line of said 1.6067 acre access easement, a distance of 154.38 feet to a 5/8 inch diameter

iron rod with yellow plastic cap stamped "CIVILCORP" set for the West corner of the herein described tract;

**THENCE**, North  $53^{\circ}27'46''$  East, crossing the residual 125.9505 acre VCND tract, a distance of 481.88 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the North corner of the herein described tract, said iron rod being in the southwest line of a utility easement, 80 feet in width, as recorded in Instrument Nos. 200411494 and 200413956 of the Official Public Records of said county;

**THENCE**, South  $36^{\circ}14'51''$  East, crossing the residual 125.9505 acre VCND tract and with the southwest line of said utility easement, a distance of 339.36 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for an interior corner of the herein described tract, said iron rod being the beginning of a tangent curve to the left;

**THENCE**, crossing the residual 125.9505 acre VCND tract, with the southwest line of said utility easement, and along said curve to the left having a radius of 1,280.00 feet, an interior angle of  $19^{\circ}00'48''$ , an arc length of 424.76 feet, and a chord which bears South  $45^{\circ}45'15''$  East, a distance of 422.82 feet to its point of tangency and the beginning of a tangent curve to the right;

**THENCE**, crossing the residual 125.9505 acre VCND tract, with the southwest line of said utility easement, and along said curve to the right having a radius of 1,200.00 feet, an interior angle of  $18^{\circ}45'28''$ , an arc length of 392.86 feet, and a chord which bears South  $45^{\circ}52'55''$  East, a distance of 391.11 feet to its point of tangency;

**THENCE**, South  $36^{\circ}30'11''$  East, crossing the residual 125.9505 acre VCND tract and with the southwest line of said utility easement, a distance of 200.00 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the East corner of the herein described tract, said iron rod being the South corner of said utility easement, in the southeast line of the residual 125.9505 acre VCND tract, and in the northwest right-of-way line of Farm-to-Market Road 1432,

**THENCE**, South  $53^{\circ}29'49''$  West, with the southeast line of said residual 125.9505 acre VCND tract and the northwest right-of-way line of Farm-to-Market Road 1432, a distance of 680.00 feet to the **POINT OF BEGINNING, CONTAINING** within these metes and bounds 18.17 acres of land, more or less.

Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83 GEOID G18. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

And:

**THE STATE OF TEXAS}**  
**COUNTY OF VICTORIA}**

Being a 3.00 acre tract of land situated in the Diego Garcia League, Abstract No. 39, Victoria County, Texas, said 3.00 acres being a portion of a residual 125.9509 acre tract of land, described

as Tract One, conveyed from Vie Eva Moring, et vir to Victoria County Navigation District (VCND) by deed dated May 4, 2000 as recorded in Instrument No. 200005704 of the Official Public Records of Victoria County, Texas, said 3.00 acre tract being more particularly described by metes and bounds as follows:

**COMMENCING** from a 5/8 inch diameter iron rod found for the East corner of the residual 125.9505 acre VCND tract, said iron rod being the South corner of a 30.00 acre tract of land conveyed to K&K Group, LLC as recorded in Instrument No. 201800033 of the Official Public Records of said county, in the northwest right-of-way line of Farm-to-Market Road 1432 (120' R.O.W.), and being South 53°29'49" West, a distance of 718.00 feet from a 5/8 inch diameter iron rod found for the East corner of said ;

**THENCE**, North 36°32'14" West, with the common line of the residual 125.9505 acre VCND tract and the 30.00 acre K&K Group, LLC tract, a distance of 1,210.14 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the East corner of the herein described tract and the fieldnote **POINT OF BEGINNING**;

**THENCE**, South 53°27'46" West, crossing the residual 125.9505 acre VCND tract, a distance of 982.56 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the South corner of the herein described tract, said iron rod being in the northeast line of a utility easement, 80 feet in width, as recorded in Instrument Nos. 200411494 and 200413956 of the Official Public Records of said county;

**THENCE**, North 36°14'51" West, crossing the residual 125.9505 acre VCND tract and with the northeast line of said utility easement, a distance of 133.04 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the West corner of the herein described tract;

**THENCE**, North 53°27'46" East, crossing the residual 125.9505 acre VCND tract, a distance of 981.89 feet to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the North corner of the herein described tract, said iron rod being in the common line of the residual 125.9505 acre VCND tract and the 30.00 acre K&K Group, LLC tract, and being South 36°32'14" East, a distance of 47.90 feet from a 5/8 inch diameter iron rod found for an interior corner of the residual 125.9505 acre VCND tract and the West corner of the 30.00 acre K&K Group, LLC tract;

**THENCE**, South 36°32'14" East, with the common line of the residual 125.9505 acre VCND tract and with the 30.00 acre K&K Group, LLC tract, a distance of 133.04 feet to the **POINT OF BEGINNING**, **CONTAINING** within these metes and bounds 3.00 acres of land, more or less.

Bearings are based on the Texas Coordinate System, South Central Zone (4204) NAD83 GEOID G18. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000130.

**EXHIBIT B**  
**SITE PLAN**

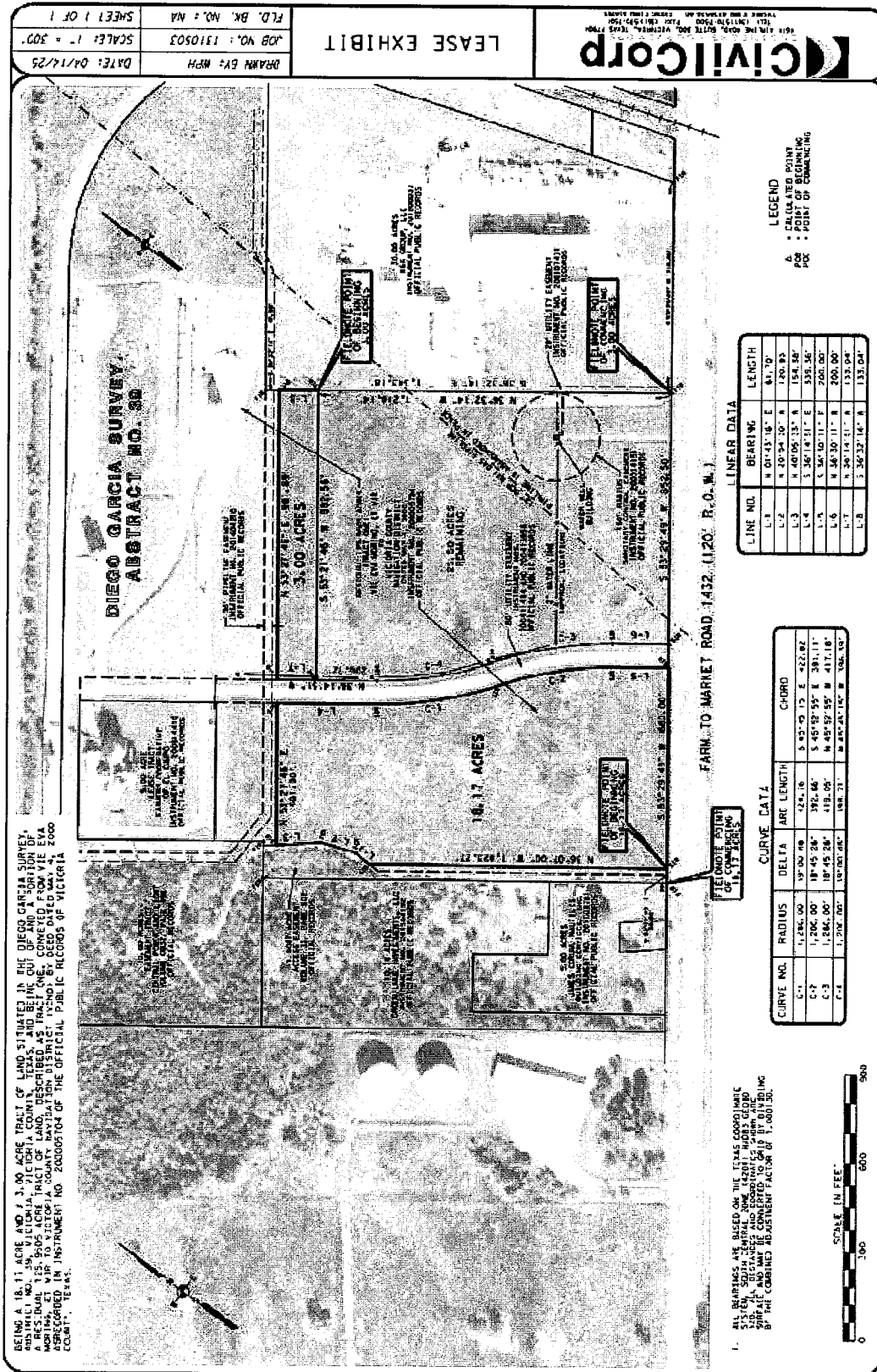


Exhibit B – 2

## **EXHIBIT C**

### **EASEMENTS FOR BENEFIT OF DEMISED PREMISES**

Easement for ingress to and egress from the Demised Premises to FM 1432 over the existing roadway located adjacent the 18.17 acre tract as depicted on the Site Plan attached as Exhibit B.

The area described in Exhibit C is herein called the "Easement Area".

Exhibit C

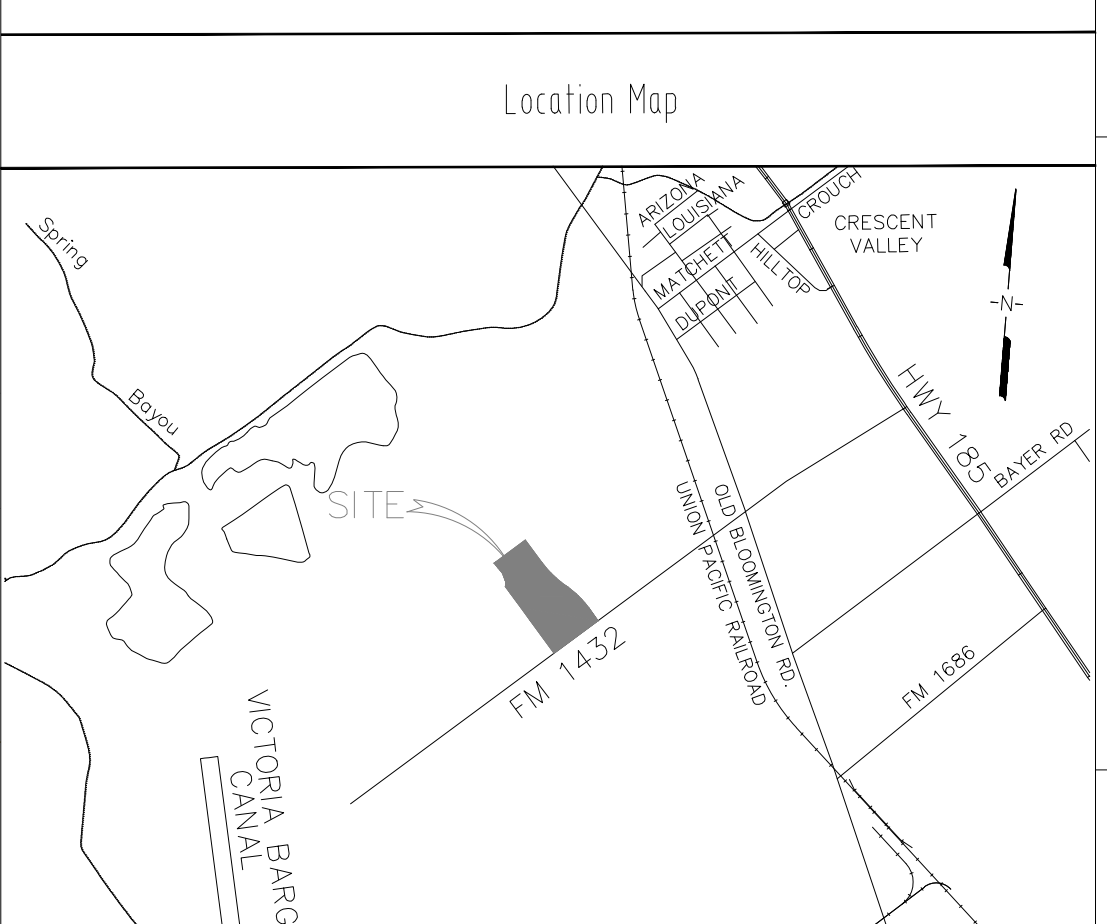
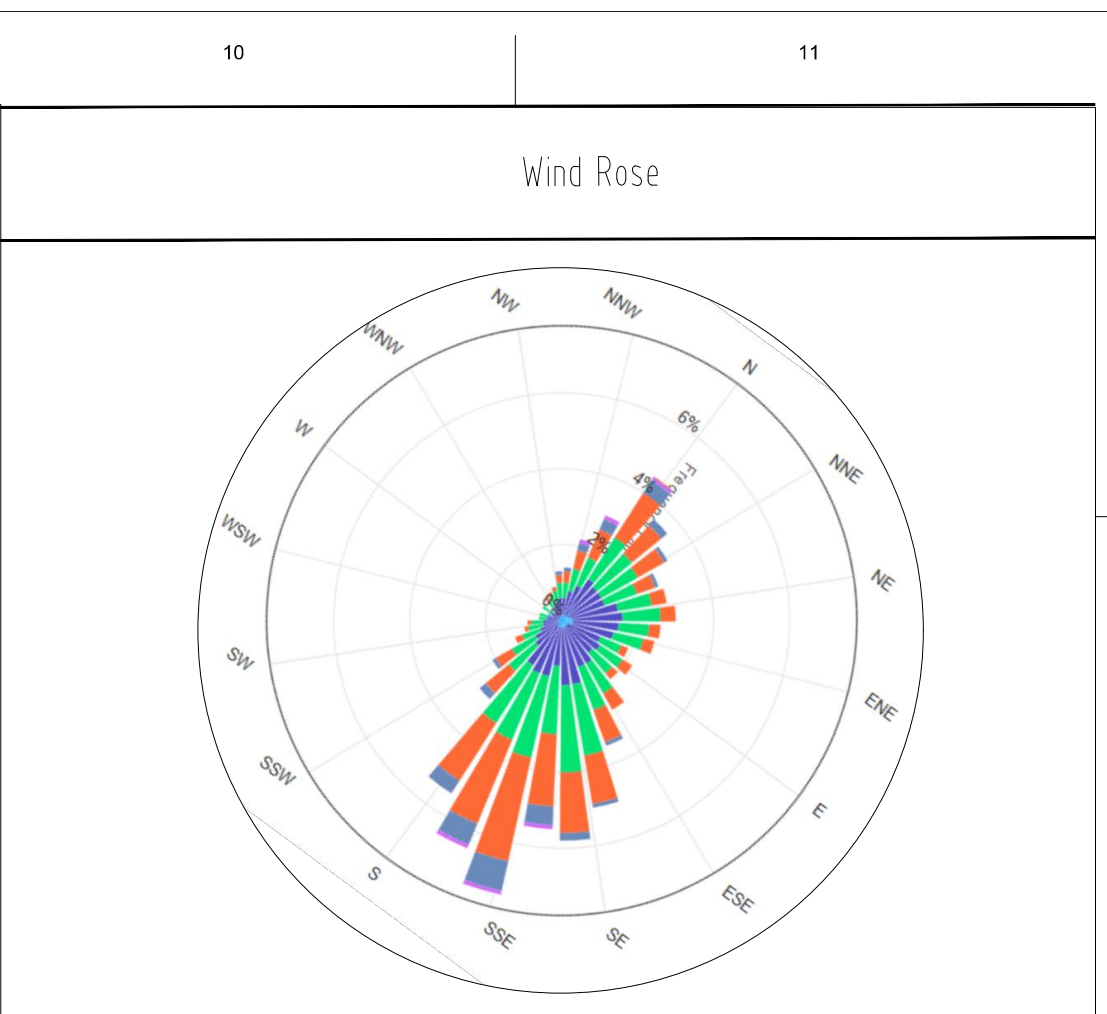
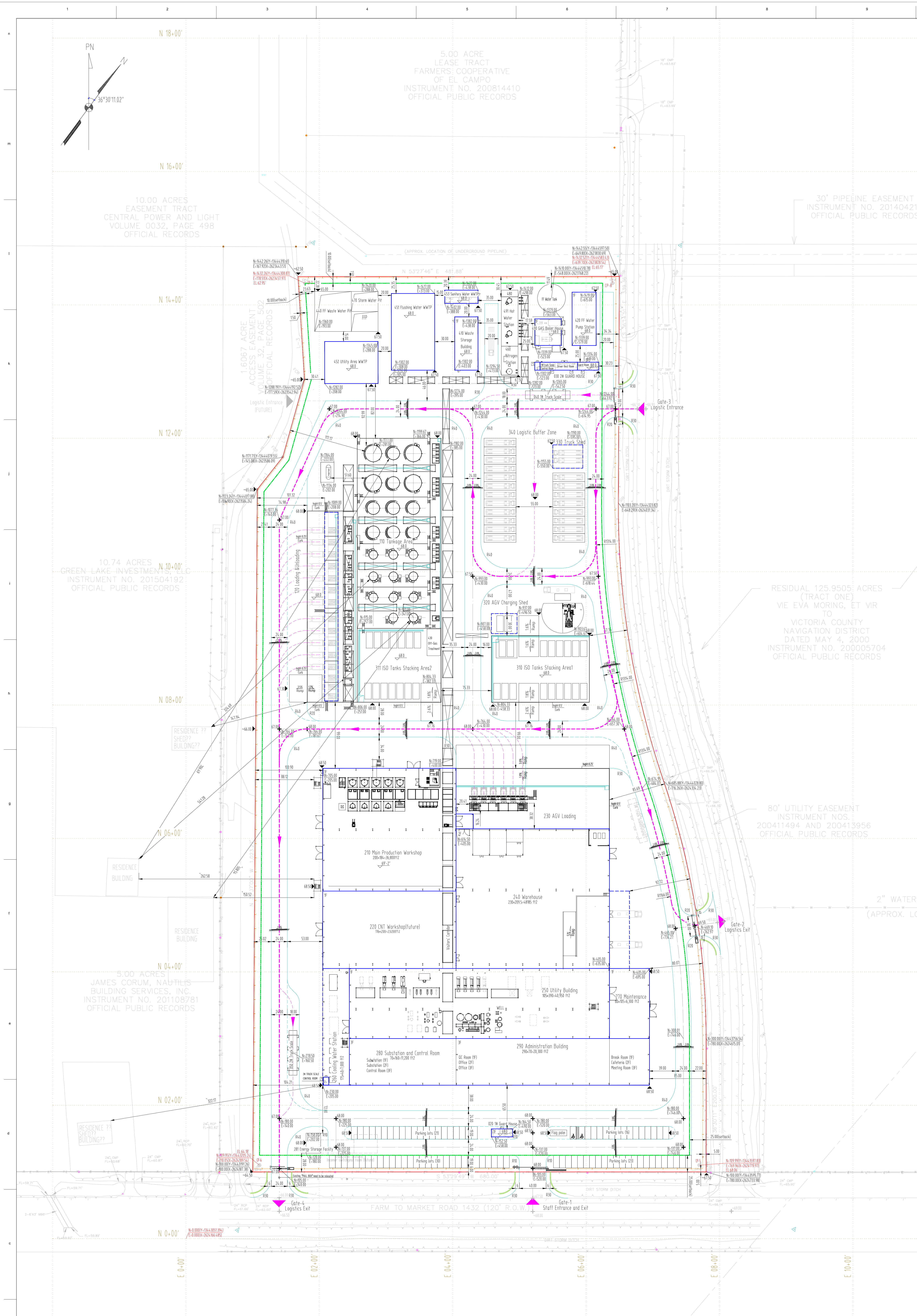
## **EXHIBIT D**

### **DESCRIPTION OF APPROVED PLANS**

The Sitework Plans for the preliminary Site Work referred to in Section 16.08 of the Lease are the plans and specifications set forth in the GEO US PROJECT X PHASE 1 General Request for Proposal of Early Construction Work (Doc No.: US1-GEN-CM-REQ-0001-D Rev. 0) as redlined by Evans General Contractors on March 20, 2025 and approved by Landlord on May 2, 2025.

The Improvement Plans referred to in Section 16.09 of the Lease remain subject to review and approval by Landlord.

Exhibit D




Legend
Property Line
Building Setback Line
New Building
New Shed
Reserved Facilities
New Ditch
Coordinate
R30 Road Turning Radius
Existing Electric Meter
Existing Power Pole
Existing Pull Box
Existing Overhead Electric
Existing Gas Line
Existing Fiber Optic Line
Existing Water Line
Existing Edge of Asphalt
Existing Edge of Dirt Ditch

Unit Code	Unit Name
000	General
010	Piperack
020	1st Guard house
030	2nd Guard house
040	1st Truck Scale
050	2nd Truck Scale
060	Road and Parking
070	Fence and Gate
080	3rd Truck Scale (future)
100	Tank Farm
110	Tankage Area
120	Loading & Unloading
200	Main Complex Building
210	Main Production Workshop
220	CNT Workshop (future)
230	AGV Loading
240	Warehouse
250	Utility Workshop
260	Cooling Water Station
270	Maintenance Workshop
280	Substation and Control Room
281	Energy Storage Facility
290	Administration Building
300	Logistic
310	ISO Tanks Stacking Area1
311	ISO Tanks Stacking Area2
320	AGV Charging Shed
330	Truck Shed
340	Logistic Buffer Zone
400	Services
410	Waste Storage Building
420	FF Water Pump Station
430	Off-Gas Treatment
440	FF Waste Water Pit
451	Flushing Water WWT
452	Utility Area WWT
453	Sanitary Water WWT
460	Nitrogen Station
470	Storm Water Pit
480	Gas Metering Station
490	Gas Boiler House
491	Hot Water Station

Notes

- All dimensions, elevations and coordinates are in feet unless noted otherwise.
- All bearings are based on the Texas coordinate system, South Central Zone (4204) NAD83 Geoid G18. All distances shown are surface. The convert formula between project coordinate system (N,E) and Texas coordinate system (Y,X) as follow:  
 $N = Y - Y_0 \cos a - X_0 \sin a$   
 $E = Y - Y_0 \sin a + X_0 \cos a$   
 $Y = Y_0 + N \cos a + E \sin a$   
 $X = X_0 + E \cos a - N \sin a$   
 $a = 36^\circ 30' 11.02''$ ,  $Y_0 = 13,443,051.394$ ,  $X_0 = 2,624,166.485$
- The elevation system is based on NAVD 88.
- The coordinates show the following points: cross of building outline axes, the cross of pool or dike, the center of tank.

Scale In Feet	
	
REFERENCE DRAWING NUMBER	REFERENCE DRAWING DESCRIPTION
US1-TAN-PI-DAL-0001	24126400_Top_Worley GEO US Project- ERD Equipment Plan layout for Tank Farm
US1-SER-PI-DAL-0001	Equipment Plan layout for Services Area
US1-200-PI-DGA-0001	Axis for Electrolyte Production
GEO US PROJECT X - PHASE 1	
TITLE	PLOT PLAN
Org No:	US1-GEN-GP-DPP-0001
REV	B

LINE NO.	BEARING	LENGTH
L-1	N 01°43'16" E	6170'
L-2	N 20°54'30" W	120.93'
L-3	N 40°05'33" W	154.38'

CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD
C-1	1,280.00'	19°00'48"	424.76'	S 45°45'15" E 422.82'
C-2	1,200.00'	18°45'28"	392.86'	S 45°52'55" E 391.11'

CONTROL POINT	TEXAS COORDINATE		PROJECT COORDINATE		ELEVATION
	Y-(NORTHING)	X-(EASTING)	N	E	
CP-5	13,443,597.83	2,624,719.97	109.99	769.96	68.06'
CP-6	13,443,205.24	2,624,189.54	109.95	110.05	64.18'
CP-7	13,444,308.87	2,623,457.97	1432.26	178.51	62.95'
CP-8	13,444,583.43	2,623,828.54	1432.52	639.70	65.17'

REV	DATE	REVISION DESCRIPTION	DRAW	CHECKED	ENG CHK	APPROV	CUSTOMER
B	06/02/2025	ISSUED FOR REVIEW	ZM	WZX	CY		
A	24/01/2025	ISSUED FOR REVIEW	ZM	WZX	CY		

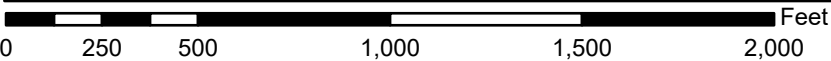
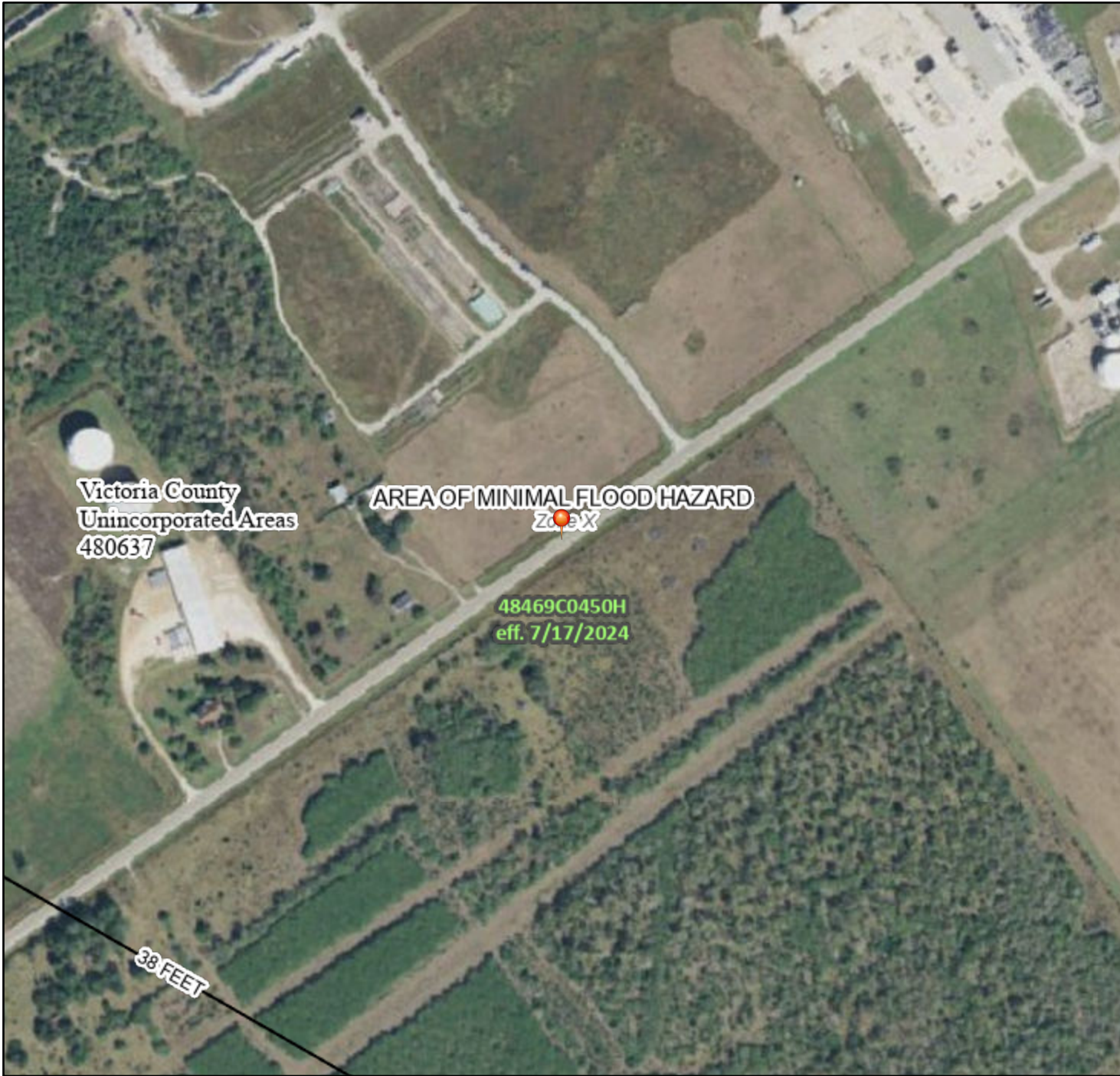
PROJECT APPROVAL	CY	06/02/2025	PROJECT NUMBER	302078-53866
ENG CHECK	CY	06/02/2025	SHEET No	001
CHECKED	WZX	06/02/2025	SCALE	1"=50'
DRAWN	ZM	06/02/2025		
BY	DATE			



# National Flood Hazard Layer FIRMMette



96°57'33"W 28°42'7"N



1:6,000

96°56'55"W 28°41'35"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/2/2025 at 6:42 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



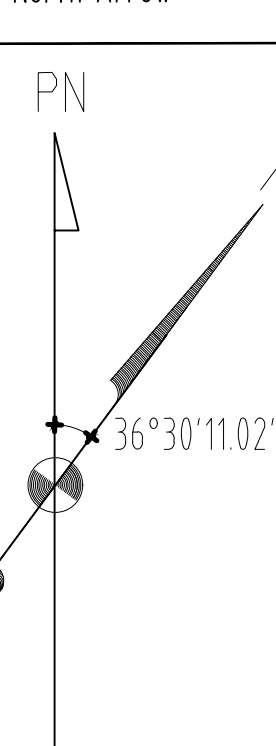
## Chemicals Consumption List

GEO US Project X Phase 1  
US1-GEN-PR-SPC-0001 ANNEX 2  
Rev: B Sheet: 2/2

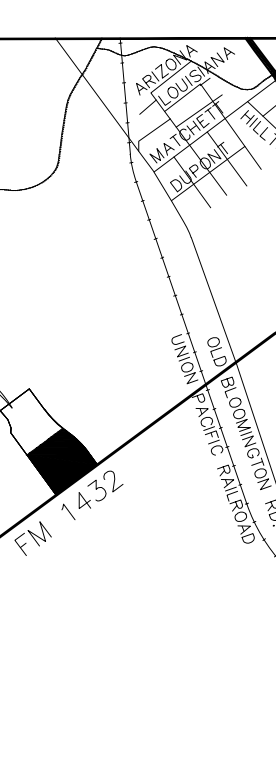
No.	Name of chemical Material (Chinese)	Name of Chemical Material	Abbr. or Acronym	CAS Number	Chemical Phase in atm(1bar, 0°C)	Yearly Consumption (Metric Tons)	Yearly Consumption Intermediate Products (Metric Tons)	Remark
1	碳酸乙烯酯(EC)	Ethylene Carbonate	EC	96-49-1	Solid	15658	/	
2	碳酸二甲酯(DMC)	Dimethyl Carbonate	DMC	616-38-6	Solid	31490	/	
3	碳酸甲乙酯(EMC)	Ethyl Methyl Carbonate	EMC	623-53-0	Liquid	22136.5	/	
4	碳酸亚乙烯酯(VC)	Vinyl Carbonate	VC	872-36-6	Solid	2563	/	
5	1, 3-丙磺酸内酯(PS)	1,3-Propane Sultone	PS	1120-71-4	Solid	250	/	
6	氟代碳酸乙烯酯(FEC)	Fluoroethylene Carbonate(4-Fluoro-1,3-dioxolan-2-one)	FEC	114435-02-8	Solid	1230	/	
7	乙酸乙酯(EA)	Ethyl Acetate	EA	141-78-6	Liquid	/	/	
8	碳酸二乙酯(DEC)	Diethyl Carbonate	DEC	105-58-8	Liquid	1497	/	
9	乙酸甲酯(MA)	Methyl Acetate	MA	79-20-9	Liquid	7734	/	
10	六氟磷酸锂(LiPF6)	Lithium Hexafluorophosphate	LiPF6	21324-40-3	Solid	9396.5	/	
11	双氟磺酰亚胺锂(LiFSI)	Lithium Bisfluorosulfonimide	LiFSI	171611-11-3	Solid	5520	/	
12	硫酸乙烯酯(DTD)	1,2-ETHYLENE SULFATE	DTD	1072-53-3	Solid	734	/	
13	二氟磷酸锂(LiPO2F2)	Lithium Difluorophosphate	LiPO2F2	24389-25-1	Solid	390	/	
14	二氟二草酸磷酸锂(LiODFP)	Lithium Bisoxalatodifluorophosphate	LiODFP	678966-16-0	Solid	100	/	
15	碳酸乙烯亚乙酯(VEC)	Vinyl Ethylenecarbonate	VEC	4427-96-7	Liquid	50	/	
16	二(草酸根)硼酸锂(LiBOB)	Lithium Bis(oxalato)borate	LiBOB	244761-29-3	Solid	20	/	
17	其他	Others	Others		Depends	1053	/	
18	碳酸二甲酯(六氟磷酸锂)混合液	LiPF6/DMC Solution	LiPF6/DMC	/		/	18392	50% Produced in workshop.
19	碳酸二甲酯(双氟磺酰亚胺锂)混合物	LiFSI/DMC Solution	LiFSI/DMC	/		/	10805	50% Produced in workshop.
20	碳酸二甲酯(硫酸乙烯酯)混合液	DTD/DMC Solution	DTD/DMC	/		/	2395	50% Produced in workshop.
21	碳酸甲乙酯(六氟磷酸锂)混合液	LiPF6/EMC Solution	LiPF6/EMC	/		/	12929	50% Produced in workshop.
22	碳酸甲乙酯(双氟磺酰亚胺锂)混合物	LiFSI/EMC Solution	LiFSI/EMC	/		/	7595	50% Produced in workshop.
23	碳酸甲乙酯(硫酸乙烯酯)混合液	DTD/EMC Solution	DTD/EMC	/		/	1683	50% Produced in workshop.
			Total			99822		

Match Line See Drawing US1-GEN-WW-DGA-0002

North Arrow



Location Map



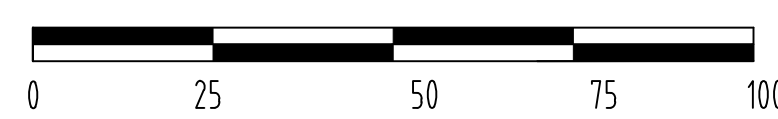
Legend

- U/G Rainwater Pipe
- U/G Used FF Wastewater Pipe
- Domestic Sewage Pipe
- Waste Water Pipe (including Lab WW, Utility WW)
- Rainwater Manhole
- Rainwater Junction Box
- Catch Basin
- Wastewater Manhole
- Wastewater Junction Box
- Gas Trap Well (with Sluice Valve)

Notes

- All dimensions, elevations and coordinates are in feet unless noted otherwise.
- Underground fire water & foam solution pipe adopts HDPE pipe, AWWA C906 & ASTM D3350, FM approved
- Underground storm water pipe adopts Corrugated HDPE pipe, AASHTO M294 & M252.
- Underground used fire water & waste water pipe & sanitary sewage pipe adopts RTPP pipe, ASTM D2996
- Catch-basin adopts 25ftx25ft square basin
- Manhole adopts circular well with 4ft diameter for 36" and lower sewer, 5ft diameter for 42" sewer.
- Junction box adopts 3ft diameter.
- Gas trap well adopts 6ftX35ft square basin with sluice gate valves.
- For those rainwater pipe between catch-basin and manhole without size and scope specified is 8" in diameter and 1% in slope by default

Scale In Feet



REFERENCE DRAWING NUMBER  
REFERENCE DRAWING DESCRIPTION  
North Property East End area 28.59 AND 18.17 ACRES

GEO US PROJECT X - PHASE 1

TITLE  
Underground Pipe Layout-1

DRG No US1-GEN-WW-DGA-0001

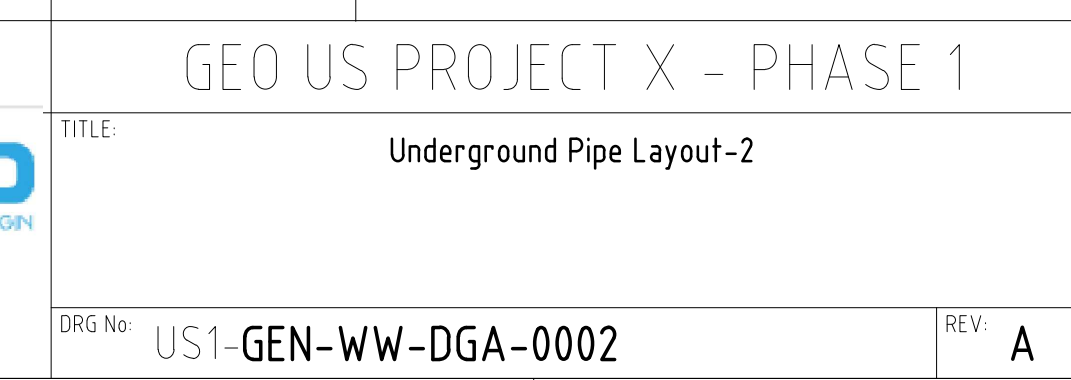
REV A



PROJECT APPROVAL  
CY 07/01/2025  
PROJECT NUMBER  
312018-53866  
SHEET No  
001  
DRAWN  
LS 07/01/2025  
SCALE  
1"=25'



REV	DATE	REVISION DESCRIPTION	DRAW	CHECKED	ENG CHK	APPROV	CUSTOMER
A	07/01/2025	ISSUED FOR INTERNAL REVIEW	LS	LOZ		CY	



REV: A

## **Flushing WWTP**

Parameter	Annual volume	Daily volume
	t/a	t/a
Flushing WWTP Solids Waste (25 wt% DS)	15.2	Varied with operation status and seasons

The flows from the four influent sources are collected and stored in the Influent Pit also functions as equalization (Influent Pit provided by others). Prior to direct to the Influent Pit, the laboratory wastewater and emergency shower and eyewash station runoff will be pre-treated with activated alumina and activated carbon to prevent from any potential vapor or gases released out from the pit.

The equalized influent will be pumped out from the Influent Pit, and directed through a screen filter to remove large debris that may have accumulated in the Influent Pit. The screenings will be conveyed to a solids thickener. The screened water will be dosed inline with lime to aid in the precipitation of fluorine as calcium fluoride. The limed water will discharge into a settling tank. This will provide sufficient retention time for the calcium fluoride precipitation reaction and subsequent setting of the precipitated solids. Settled solids at the bottom of the tank will be pumped to a solids thickener. The overflow from the settling tank will be dosed inline with hydrochloric acid to adjust the pH and then dosed with activated alumina. The water will then be discharged into a second settling tank. This will provide sufficient retention time for residual total organic carbon (TOC) (including VOCs and oil and grease) and residual fluoride compounds to be adsorbed onto the activated alumina and settle to the bottom of the tank. The settled solids will be pumped to a solids thickener.

The overflow from the second settling tank will be dosed inline with ferric chloride and flocculant and conveyed to an agitated tank for coagulation and flocculation to aggregate colloidal suspended solids. After coagulation and flocculation, a micro-bubble dissolved air flotation (DAF) will be used to separate out the remaining suspended solids and the trace amounts of oil and grease. The solids from the DAF will be sent to a solids thickener. The clarifier overflow will be collected in a clearwater tank and further polished with an ultrafiltration unit to remove all TSS to meet discharge specifications prior to discharging the treated filtrate to environment. The ultrafiltration reject will be conveyed to a solids thickener.

All of the solid waste streams will be conveyed to a thickener to increase the solids content of the solid waste stream prior to a filter press. The thickener underflow will be fed into a conventional plate and frame filter press for solids dewatering. The thickener overflow and filter press filtrate will be recycled back to the head of the WWTP for treatment. The dewatered solids cake from the filter press will be

automatically discharged into a waste solid collection bin underneath the filter press. The dewatered solids cake will have a dry solids content between 25% and 40% and will be periodically trucked off-site for waste disposal by a licensed solids waste disposal vendor.

### **Utility WWTP**

Parameter	Annual volume	Daily volume
	t/a	t/a
Utility WWTP Solids Waste (25 wt% DS)	215	0.72

The flows from the three influent sources are directed to the Influent Equalization Tank. The equalized influent will be pumped out from the Influent Equalization Tank and passed through a self-cleaning filter to remove larger debris that may have accumulated in the Influent Equalization Tank. The screenings will be conveyed to a solids thickener. The screened water will be fed into a lime softening tank to reduce the total hardness to meet the discharge target. The softened effluent will be dosed inline with hydrochloric acid to adjust the influent pH to circumneutral. After pH adjustment, the softened water will also be dosed inline with ferric chloride and flocculant and conveyed to an agitated tank for coagulation and flocculation to aggregate colloidal suspended solids.

After coagulation and flocculation, a micro-bubble DAF will be used to separate out the precipitated suspended solids. The solids from the DAF will be sent to a solids thickener. The clear water from the DAF will be polished with an ultrafiltration unit to remove all TSS to meet discharge specifications prior to discharging the treated filtrate to environment. The ultrafiltration reject will be conveyed to a solids thickener.

All of the solid waste streams will be conveyed to a thickener to increase the solids content of the solid waste stream prior to a filter press. The thickener underflow will be fed into a conventional plate and frame filter press for solids dewatering. The thickener overflow and filter press filtrate will be recycled back to the head of the WWTP for treatment. The dewatered solids cake from the filter press will be automatically discharged into a waste solid collection bin underneath the filter press. The dewatered solids cake will have a dry solids content between 25% and 40% and will be periodically trucked off-site for waste disposal by a licensed solids waste disposal vendor.

## **Sanitary WWTP**

Description	Unit	Design Flow	75% Design Flow	50% Design Flow	25% Design Flow
<b>Screenings solids generation volume</b>					
Screenings Wet-Weight	Kg/d	24.05	18.04	12.02	6.01
Moisture content	%	85%	85%	85%	85%
<b>Sludge Cake Generation Volume</b>					
Sludge Wet-Weight	Kg/d	40.18	29.23	19.49	9.74
Moisture Content	%	80%	80%	80%	80%

The Sanitary WWTP is designed to service 150 people and treat sanitary wastewater from the Administration Building with its maximum day design capacity of 4,500gpd or 17.0 m<sup>3</sup>/d. it will be located inside a 49ft long X 20ft wide X 14ft high building.

The sanitary wastewater is typical domestical wastewater from toilet, sinks, shower, dishwashers, kitchens and cleaning. The Sanitary WWTP will employ Biological Nutrient Removal (BNR) technology to satisfy the treated effluent discharge permit requirement.

The influent is collected and stored in an Influent Equalization Tank. The equalized influent will be pumped out to fine screens to remove large solids and then flows into Bioreactors, where biodegradable constituents in the wastewater will be broken down and removed. The Bioreactor mixed liquor will then flow into Clarifiers for TSS removal and UVs for disinfection to meet treated effluent discharge criteria as specified by the WWTP permit.

Wasted Activated Sludge (WAS) from the biological treatment system will be sent to a gravity thickener and then to an Aerobic Digester, and then the stabilized biosolids will be dewatered to about 80% moisture sludge cake. The sludge cake will be collected in a solids waste bin and periodically trucked off-site for disposal by a licensed solids waste disposal vendor.

The screenings from the fine screens will be washed, compacted and collected in a solids waste bin and periodically trucked off-site for disposal by a licensed solids waste disposal vendor.

That is being said, the sanitary WWYP will produce two types of process wastes: screenings and sludge cake. Their quantity, specific weight and moisture content data are provided above table for design capacity, 75% design capacity, 50% design capacity and 25% design capacity respectively.

