

**MINUTES, LIMESTONE COUNTY COMMISSION, OCTOBER 30, 2020  
SPECIAL CALLED MEETING CITY AND COUNTY**

The Limestone County Commission met in a special joint meeting today, at 2:00 p.m. at the Athens City Hall, 200 Hobbs Street West, Athens, Alabama 35611.

The City of Athens Council President, Frank Travis called the meeting to order and welcomed the Limestone County Commission to the joint meeting.

PRESENT: Chris Seibert, Harold Wales, Frank Travis, Dana Henry, and Wayne Harper. The City Clerk, Annette Barnes, was present and recorded the minutes of the meeting for the City of Athens.

The Limestone County Commission meeting was called to order by Chairman Collin Daly. The Administrator called the roll.

PRESENT: Daryl Sammet, Steve Turner, Jason Black, and Ben Harrison. Chairman Collin Daly presided.

The meeting began with a prayer led by Councilmember Harold Wales and the Pledge of Allegiance which was led by Mayor Ronnie Marks.

(Minutes noting the actions taken by Athens City Council are available for review at the Athens City Hall.)

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve the following resolution:

**A RESOLUTION CONCERNING THE CONTRIBUTION OF MONEY TO  
BUC-EE'S AS AN INCENTIVE TO LOCATE AND OPERATE A RETAIL TRAVEL CENTER IN  
LIMESTONE COUNTY, ALABAMA**

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**WHEREAS** the Limestone County Commission is the governing body of Limestone County, Alabama; and,

**WHEREAS**, Buc-ee's Alabama II, LLC, a foreign limited liability company registered to do business in Alabama ("Buc-ee's"), desires to locate a retail travel center in the State of Alabama and within Limestone County, which property is generally located in the southeast quadrant of the intersection of Huntsville Brownsferry Road and Interstate 65; and,

**WHEREAS**, Buc-ee's has represented that the retail travel center and project is expected to create jobs for at least 170 full-time employees with an average annual payroll of no less than \$7,000,000.00, and that it expects to make a total capital investment in the Project of an estimated \$35,000,000; and,

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**WHEREAS**, a “Project and Economic Development Agreement” has been proposed between Limestone County and Buc-ee’s, a substantive copy of which is attached hereto as “Exhibit A” (the “Agreement”); and,

**WHEREAS**, there exists a local gas tax in the amount of three cents per gallon of gasoline sold and held for sale in Limestone County, which gas tax revenue is directed by law to the construction and maintenance of the County’s roads, bridges, and ferries; and,

**WHEREAS**, under the Agreement, contingent upon the annual sales of gallons of gasoline by Buc-ee’s that generate gas tax revenue for Limestone County, the County will expend and contribute, by and through its Chairman, up to \$180,000.00 per year, up to a total of 10 consecutive years, to Buc-ee’s for meeting certain benchmarks in the sale of gallons of gasoline at its retail travel center to be constructed and operated within Limestone County, with any payment to be made by Limestone County to Buc-ee’s being in an amount equivalent to one cent of the three cents of gas tax revenue generated during each contract year by Buc-ee’s for Limestone County, pursuant to Limestone County’s local three-cent gas tax, up to \$180,000.00 per year; and,

**WHEREAS**, the covenants and agreements, and contemplated payments of the County under the Agreement and any ancillary documents thereto will benefit Buc-ee’s; and,

**WHEREAS**, by considering the Agreement and the benefit to Buc-ee’s the Limestone County Commission seeks to provide a public benefit to the persons and citizens of Limestone County by increasing funding for the construction and maintenance of its roads and bridges, promoting, improving and expanding economic development in the County, increasing the number and diversity of jobs and related employment opportunities in the County, expanding the overall tax base of the County, and enhancing the overall quality of life for the citizens of the County; and,

**WHEREAS**, the Limestone County Commission has determined that the expenditure of public funds and the giving of something of value for the benefit of Buc-ee’s and any of its affiliates under the proposed Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit to the private entity or entities, or any other public body, and will provide a public benefit to the persons of Limestone County, Alabama, based upon an increase of jobs, commerce, taxes collected, revenue, and continued economic development resulting therefrom; and,

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**WHEREAS**, prior to the execution of this Resolution, notice that a meeting would be held on October 30, 2020, at 2:00 P.M., Central Time, at the City Council Chambers at Athens City Hall, located at 200 Hobbs Street West, Athens, Alabama 35611, was published in the *Athens News-Courier*, a newspaper of general circulation in Limestone County, at least seven days prior to on October 22, 2020; and,

Upon motion having been duly made by Commissioner Ben Harrison, and seconded by Commissioner Jason Black, to approve the expenditure of public resources and giving something of value by Limestone County entering into the Project and Economic Development Agreement for the benefit of Buc-ee's and any of its affiliates, pursuant to the terms and conditions therein, as proposed, and, with said motion and second having been made in an open meeting of the Commission on October 30, 2020, with discussion had thereon and a vote having been taken, upon which vote said motion carried by a vote of 4 to 0 in favor;

**THEREFORE, BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION**, during its meeting on October 30, 2020, commencing at 10:00 a.m., as follows:

**BE IT HEREBY RESOLVED** that the Limestone County Commission shall and hereby does approve of the expenditure of public funds and the giving of something of value to Buc-ee's Alabama II, LLC, or its affiliates as may be determined pursuant to and as provided for in the proposed Project and Economic Development Agreement, being up to \$180,000.00 per year, up to a total of 10 consecutive years; and,

**BE IT FURTHER RESOLVED** that the Chairman of the Limestone County Commission, the County Administrator, and any other such persons as may be necessary on behalf of the County, shall be authorized to execute any and all documents and instruments that may be necessary to complete the expenditure of County property and funds herein contemplated, including the approval of any modifications to the Project and Economic Development Agreement that may be inconsequential to the substantive terms of said Agreement and approved by the County's legal counsel.

The authority granted herein shall be in force and effect immediately upon passage of this Resolution.

**ADOPTED AND APPROVED** this 30th day of October, 2020.

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Collin Daly,  
Limestone County Commission Chairman

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ATTEST:

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Pam Carter,  
County Clerk/Administrator

**PROJECT AND ECONOMIC DEVELOPMENT AGREEMENT**

**THIS Project and Economic Development Agreement** (hereinafter “Agreement”) is hereby made, entered into, and effective as of the date it is fully executed by both parties (the “Effective Date”), by and between **LIMESTONE COUNTY, ALABAMA**, a political subdivision of the State of Alabama (hereinafter the “County”) and **BUC-EE’S ALABAMA II, LLC**, a foreign limited liability company operating under the laws of the State of Alabama, or its assigns (hereinafter the “Company”).

**RECITALS**

**WHEREAS**, the Company operates a chain of retail travel centers and convenience stores that sells, among other things, gasoline, prepared food and candies, beverages, snacks, apparel, and home, recreation, and travel furnishings; and,

**WHEREAS**, the Company has represented to the County that it plans to construct and operate a retail travel center in Limestone County (hereinafter the “Project”); and,

**WHEREAS**, the Company has represented to the County that it expects to employ at the Project location at least 170 full-time employees with an average annual payroll of no less than Seven Million Dollars (\$7,000,000), and a total estimated capital investment in the Project in the amount of Thirty-Five Million Dollars (\$35,000,000); and,

**WHEREAS**, the Company has made known to the County its intent to purchase and acquire certain real property located within Limestone County that it represents is ideal for the location of the Project, which Project, when completed, is expected to be laid out and occupy the real property in substantially the form as shown in **EXHIBIT A** hereto (hereinafter the “Site”); and,

**WHEREAS**, pursuant to Alabama Act Nos. 1927-230 and 1936-98, subsequent actions and resolutions of the Limestone County Commission, and other governing law and actions, there is imposed a tax on gasoline sold and/or held for sale (collectively hereinafter sometimes the “sale of gasoline” and “gasoline sold”) in Limestone County for use in self-propelled vehicles in the amount of three (3) cents per gallon for the purpose of funding the construction and maintenance of the County’s public roads, bridges, and ferries (hereinafter the “Gas Tax”); and,

**WHEREAS**, in order to recruit and incentivize the Project to Limestone County and the Site the County is willing to provide payments to the Company upon the Company

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reaching certain benchmarks in the sale of gasoline that in turn generates Gas Tax revenues for the County's funding of the construction, maintenance, and repair of its roads and bridges; and,

**WHEREAS**, the County, by its governing body, the Limestone County Commission, has determined that the location of the Project at the Site through the provision of the incentives and terms agreed herein will be in its best interest and the best interests of its citizens by: (i) promoting, improving, and expanding economic development in the County; (ii) increasing the number and diversity of jobs and related employment opportunities in the County; (iii) enabling the Project to attract additional enterprises and developments in Limestone County; (iv) expanding the overall tax base of the County, namely Gas Tax revenue for road and bridge funding, but also ad valorem taxes and sales tax revenue; and (v) enhancing the overall quality of life for the citizens of the County; and,

**WHEREAS**, the development of the Project as herein provided is expected to contribute to further economic development critical to sustaining and growing the economic health and wellbeing of the County, and the County finds that the payment of incentives for the Project as described in this Agreement are being made under and in furtherance of the power and authority authorized it by Amendment 772 to the Constitution of Alabama of 1901 (the "Alabama Constitution"), codified as Section 94.01 to the Alabama Constitution, and that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

**ARTICLE I**

**REPRESENTATIONS AND WARRANTIES**

**Section 1.1    Representations and Warranties of the County.**

The County hereby makes the following representations and warranties:

(a) The County, by action of its governing body, has duly authorized the execution, delivery and performance of this Agreement, and has the power to perform its obligations contained herein.

(b) Neither the authorization, execution, delivery of, nor performance of this Agreement by the County knowingly violates or constitutes a default under, or a breach of, any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the County is a party or to which the County or its assets or properties are subject.

(c) There is not now pending nor, to the knowledge of the County, threatened, any litigation affecting the County which questions (i) the validity or organization of the County,

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(ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the County are selected, or (iii) the subject matter of this Agreement.

**Section 1.2 Representations and Warranties of the Company.**

The Company hereby makes the following representations and warranties:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Delaware and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof by the Company requires any consent of, filing with, approval of, notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices and hearings described herein, or already held or maintained.

(c) Neither the authorization, execution, delivery, nor performance of this Agreement by the Company violates or constitutes a default under, or a breach of (i) the Company's certificate of formation and/or other organizational documents of the Company, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent or resolution applicable to the Company or any of its assets.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation to which the Company is a party which questions the validity or organization of the Company, or any of the representations and warranties of the Company contained herein.

**ARTICLE II**

**OBLIGATIONS AND COMMITMENTS OF THE COMPANY**

**Section 2.1 General.** The Company acknowledges that the citizens of the County anticipate the receipt of economic benefit to their local economy in return for the payments and expenditure of public funds respecting the Project and the other obligations herein contained, and the Company agrees to diligently prosecute the development, construction, equipping and operation of the Project within the time set forth in this Agreement to achieve and maintain the sales and employment levels described in this and other provisions of this Agreement.

**Section 2.2 Commencement of Operations.** The Company expects and intends to complete construction of the Project and open for regular business to the general public on or before May 1, 2024. The "Commencement Date" of the Term of this Agreement and the first Project Year shall be the date that is the first day of the first month following the date the Company opens for regular business to the general public but shall not be a date that is any earlier than January 1, 2022, and shall not be a date that is any later than May 1, 2024. Should the Company open for regular business to the general public ahead of January 1, 2022, then,

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for the purposes of this agreement and the incentives and obligations of the County herein, the date of January 1, 2022 shall, in such event, be deemed the “Commencement Date” of the 10-year term of Project Years set forth herein. Should the Company not have opened for regular business to the general public by May 1, 2024, then, for the purposes of this agreement and the incentives and obligations of the County herein, the date of May 1, 2024 shall, in such event, be deemed the “Commencement Date” of the 10-year term of Project Years set forth herein..

**Section 2.3 Gasoline Sales Reporting.** Within forty-five (45) days of the last day of each Project Year the Company shall certify the number of gallons of gasoline sold and revenues being generated thereby under the Gas Tax for the County’s construction, maintenance, and repair of its roads and bridges. For the purposes of this Agreement, the requirement of the Company to certify the number of gallons of gasoline sold and revenue shall be up to 18,000,000 gallons sold and not to any gallons sold in excess thereof such that should the gallons of gasoline sold in a Project year exceed 18,000,000, the Company shall only be required to certify up to 18,000,000 gallons sold, and nothing in this provision or Agreement shall extend to or diminish any obligation of the Company to report and/or pay tax to any taxing agency, department, or entity. The County shall have thirty (30) days from the receipt of the certification and documentation submitted to review the Company’s certification and documentation submitted therewith, and to give notice of any objection or disagreement with the certification and/or documentation submitted therewith; or, if the County reasonably determines within its allowed thirty (30) days additional supporting information is required to verify the Company’s certification and documentation presented, the County shall have the right to request from the Company additional supporting information and documentation to verify the Company’s certification, which additional supporting information and/or documentation the Company shall provide within thirty (30) days of such a request. The County shall then have thirty (30) days therefrom to review the additional supporting information and give notice of any objection or disagreement with the certification, information and/or documentation provided. The County’s obligation to pay in Section 3.1 below shall begin to run at either the end of the initial thirty (30) days in which it has to review the Company’s certification and any documentation submitted therewith, or at the end of the additional thirty (30) days from which it reviews any additional supporting information and/or documentation, whichever is later, subject to any objection or disagreement the County gives the Company notice of. If the County gives the Company notice of any objection or disagreement to the Company’s certification and supporting information and/or documentation, the time in which the County shall have to make payment to the Company, for any payment determined due, shall be tolled and begin on the day after the objection or disagreement is resolved.

**Section 2.4 Contribution to Local Causes.** The Company hereby covenants and agrees that by the last day of each Project Year the Company will have contributed a minimum of \$15,000.00 to the County for the County to use for charitable, indigent, and/or nonprofit cause(s) in Limestone County.

**Section 2.5 Additional Obligations and Commitments.**

(a) The Company hereby covenants and agrees to cause any construction activities regarding the Project to be conducted in compliance with all applicable laws,

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ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall require any architect, general contractor, subcontractor or other business performing any work in connection with the Project to obtain all necessary permits, licenses and approvals to construct the same.

(b) At all times during the Term, the Company shall be in material compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City, the County and all local government entities unless such payments are the subject of a bona fide dispute and are being challenged by the Company.

**ARTICLE III**

**COUNTY PAYMENT OBLIGATION**

**Section 3.1 County's Payment Obligation.** In consideration of the Company's expectation and intent to acquire and locate the Project in Limestone County, make its capital investment, complete its construction, hire and employ personnel at the Project with the average annual payroll set forth herein, and to commence and continue operations, the County shall make payments to the Company under the following terms:

(i) Upon verification of the Company's number of gallons of gasoline gallons sold (up to 18,000,000 gallons) and revenues generated thereby under the Gas Tax for the County's construction, maintenance, and repair of its roads and bridges, the County shall have thirty (30) days to remit payment as determined herein to Company, which thirty (30) days, consistent with Section 2.3 above, shall begin to run at either the end of the initial thirty (30) days in which the County has to review the Company's certification and any documentation submitted therewith, or at the end of the additional thirty (30) days from which it reviews any additional supporting information, whichever is later, subject to any objection or disagreement the County gives the Company notice of.

(ii) Further consistent with Section 2.3 above, if the County gives the Company notice of any objection or disagreement to the Company's certification and supporting information, the time in which the County shall have to make payment to the Company, for any payment that is determined due, shall be tolled and shall begin on the day after the objection or disagreement is resolved.

(iii) The County agrees to make payment when due to the Company in an amount equivalent to one (1) cent of the three (3) cents of the Gas Tax revenue generated by the Company's sale of gasoline in a Project Year up to a maximum of \$180,000.00 in any project year, meaning that if it is verified the

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Company sold 18,000,000 gallons of gasoline in a Project year, and three (3) cents on each gallon, what would be \$540,000.00 total, is generated for the County in Gas Tax revenue, the County will pay to the Company a payment of \$180,000.00, but the County will not owe the Company any additional payment above \$180,000.00 if more than 18,000,000 gallons of gasoline are sold in any Project Year.

(iv) Should it be verified that the Company's sale of gasoline is less than 18,000,000 gallons of gasoline in a Project Year, the County agrees to make payment when due to the Company in an amount equivalent to one (1) cent of the three (3) cents of the Gas Tax revenue generated by the Company's actual sales of gasoline in the Project Year, meaning, by example, if it is verified the Company sold 10,000,000 gallons of gasoline in a Project year, and three (3) cents on each gallon, what would be \$300,000.00 total, is generated for the County in Gas Tax revenue, the County will pay to the Company a payment of \$100,000.00.

(v) The Company's certification of, and the County's verification of, gallons of gasoline sold, Gas Tax revenue generated, and the Company's contribution(s) to local causes in each Project Year shall be conditions precedent to the Company's receipt of payment from the County for each Project Year.

**Section 3.2 Term.** Subject to other provisions of termination herein, the obligations and rights of the parties under this Agreement shall have a duration of ten (10) consecutive Project Years, beginning with the first day of the first Project Year, being the "Commencement Date" set forth in Section 2.2 above, and ending on the last day of the last month of the tenth and last Project Year, though the obligations of the parties in the last Project Year for, as to the Company, certifying gallons of gasoline sold, Gas Tax revenues generated, and the Company's contribution(s) to local causes, and, as to the County, the County's obligation to make payment to the Company for gallons of gasoline sold in the last Project Year, shall continue beyond the last day of the last Project Year pursuant to the terms and conditions set forth herein as applicable to all other Project Years.

**ARTICLE IV DEFAULT AND REMEDIES**

**Section 4.1 Events of Default by the Company.**

(a) Any one or more of the following shall constitute an event of default by the Company under this Agreement, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(i) at any time prior to the completion by the Company of its obligations and commitments hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking or

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consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its material agreements or covenants contained in this Agreement, which failure shall have continued for a period of 60 calendar days after written notice thereof from the County, unless (A) the County shall agree in writing to an extension of such period prior to its expiration, or  
(B) during such 60-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action.

(b) If the Company materially defaults and fails to cure said default and/or fails to complete construction and/or open for regular business to the general public by April 30, 2025, this Agreement and the commitments and the obligations of the County and the Company shall be void and of no force or effect relating to the Site or in Limestone County, and neither party shall have any further obligations, rights or remedies against each other relating to the Site.

(c) The County agrees and understands that the City of Athens, Alabama is responsible for designing and constructing a sewer line extension servicing the Project without which the Company cannot complete construction and/or open for business. Notwithstanding anything to the contrary in this Agreement, the County and Company agree that in the event the Company is delayed in opening for business beyond the Commencement Date due to the City's failure to timely construct the sewer line extension servicing the Project, the Company's deadlines, the Commencement Date (and related dates calculated based on the Commencement Date) shall be extended on a day for day basis corresponding to the duration of the City's delay.

**Section 4.2 Remedies Subject to Applicable Law.** All rights, remedies and powers provided in this Article IV may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article IV are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

**ARTICLE V MISCELLANEOUS PROVISIONS**

**Section 5.1 Severability; Enforceability.** If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the

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validity of the remainder of this Agreement to the extent the remainder of the Agreement can remain enforceable.

**Section 5.2 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the transactions described herein, and there are no representations, oral or written, relating to the transactions described herein which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by each of the Parties hereto.

**Section 5.3 Counterparts; Assignment.**

(a) This Agreement may be executed in two or more counterparts, each of which shall constitute but one and the same agreement.

(b) This Agreement is not assignable by any Party hereto except upon the written consent of the other Party hereto; provided, however, that the Company shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent Affiliate of the Company that agrees to assume assigned obligations of the Company in and to the Project; and if so assigned, the Company shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the County, to be expressed in writing and signed by an authorized representative of the Company and the County.

**Section 5.4 Binding Effect; Governing Law.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective successors and assigns. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with the laws of the State of Alabama.

**Section 5.5 Notices.**

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to the County: Limestone County Commission  
ATTN: County Administrator  
310 West Washington Street  
Athens, AL 35611

With a copy to: T. Mark Maclin, Esq.  
Wilmer & Lee, PA  
PO Box 710  
Athens, AL 35612

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If to the Company:                   Buc-ee's Alabama II, LLC  
c/o Joe O'Leary  
327 FM 2004  
Lake Jackson, TX 77566

With a copy to:                   Buc-ee's Alabama II, LLC  
c/o Jeff Nadalo  
11200 West Broadway, Suite 2332  
Pearland, TX 77584

(b) In addition, the parties hereto agree that Notices may be sent electronically to any electronic address(es) provided by a party from time to time. Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

(c) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of 3 days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Notice sent by electronic mail shall be deemed to be received upon the sender's receipt of an electronic confirmation of delivery.

**Section 5.6 Liabilities of the County.** Any provision hereof to the contrary notwithstanding, the Parties agree and acknowledge that the obligations and commitments of the County as set forth in this Agreement are limited by the limitations imposed by Alabama law.

**Section 5.7 Survival of Covenants.** The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

**Section 5.8 No Waiver.** No consent or waiver, express or implied, by any Party hereto to any breach or default by any other Party in the performance by such other Party of its obligations and commitments hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations or commitments of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

**Section 5.9 Venue.** Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Limestone County, Alabama (collectively, the "Courts") over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith (an "Agreement Action"); and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts.

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**Section 5.10 No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

**Section 5.11 Headings.** The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

**Section 5.12 No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

**IN WITNESS WHEREOF**, the County and the Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated as of the Effective Date.

**“COUNTY”:**

**LIMESTONE COUNTY, ALABAMA**

By: \_\_\_\_\_

Collin Daly  
Chairman Limestone County Commission

ATTEST

By: \_\_\_\_\_

Its: \_\_\_\_\_

**“COMPANY”:**

**BUC-EE’S ALABAMA II, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST

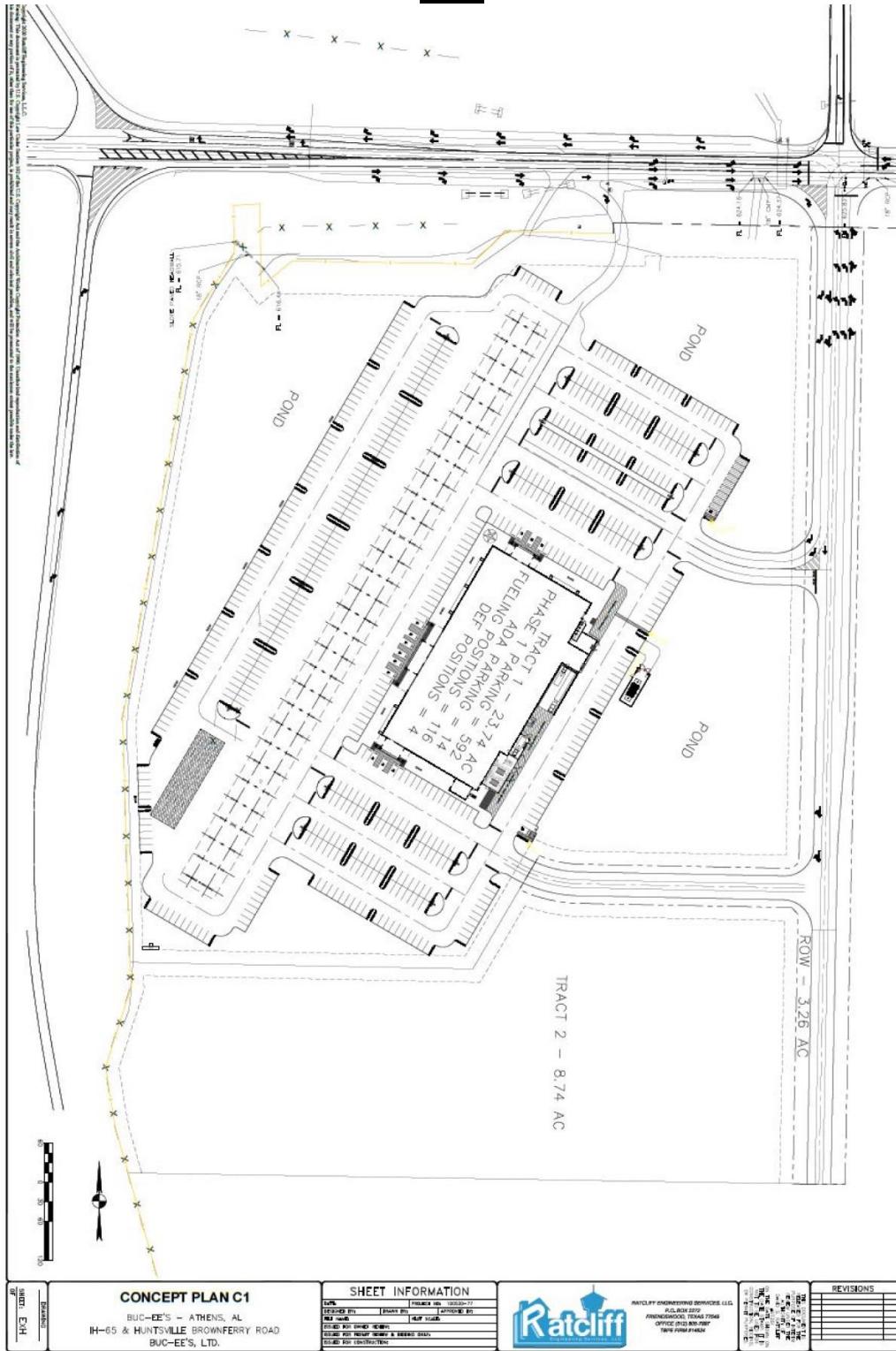
By: \_\_\_\_\_

Its: \_\_\_\_\_

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## **EXHIBIT A**

## **SITE**



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The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye, Daryl Sammet, aye; and Steve Turner, aye. Motion carried.

The special called meeting adjourned at 2:18 p.m.