

SEDC Resolution No. 2026-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE CITY MANAGER TO EXECUTE A MUTUAL TERMINATION AGREEMENT FOR AN EXISTING PERFORMANCE AGREEMENT BETWEEN THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION AND PREMIUM WATERS, INC.

WHEREAS, the Seguin Economic Development Corporation (the “SEDC”) is a public instrumentality and non-profit economic development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 504, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, the SEDC and Premium Waters, Inc. (hereinafter “Premium Waters”; collectively, the SEDC and Premium Waters are referred to as the “Parties”) entered into an Economic Development Performance Agreement dated April 19, 2023 (the “Agreement”), wherein the SEDC agreed to provide certain incentives to Premium Waters for constructing and operating a new manufacturing facility in the City of Seguin, Texas, subject to the terms, obligations, and conditions outlined in the Agreement; and

WHEREAS, the Parties acknowledge the Premium Waters has failed to meet the obligations outlined in the Agreement, specifically those related to a minimum capital investment and minimum creation of new jobs by the required date, and the Parties have found that there is no remedy or foreseeable cure for either of these items that could be reasonably considered; and

WHEREAS, Premium Waters intends to continue working diligently to grow their operations in a manner that positive for the Seguin community and will work with the SEDC on future expansion opportunities and needs; however, at this time the Parties wish to enter into a Mutual Termination Agreement which would effectively end all current Performance Agreement terms and obligations between the SEDC and Premium Waters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board of Directors hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The Board of Directors approves of the Mutual Termination Agreement and agrees to its terms included as Exhibit “A”.

SECTION 3. The Board of Directors recommends approval of the Mutual Termination Agreement to the City Council of the City of Seguin for final consideration and authority.

SECTION 4. The Board of Directors authorizes the City Manager to execute the Mutual Termination Agreement between the Seguin Economic Development Corporation and Premium Waters, Inc. included as Exhibit "A".

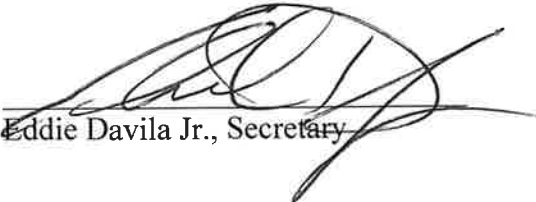
SECTION 5. This Resolution is effective upon passage.

PASSED AND APPROVED on this 25th day of June 2026 by the Board of Directors of the Seguin Economic Development Corporation.



Elaine Bennett, President

ATTEST:



Eddie Davila Jr., Secretary

EXHIBIT A

**MUTUAL TERMINATION AGREEMENT BETWEEN THE SEGUIN ECONOMIC
DEVELOPMENT CORPORATION AND PREMIUM WATERS, INC.**

Mutual Termination Agreement
Seguin Economic Development Corporation and Premium Waters, Inc.

WHEREAS, on April 19, 2023, the Seguin Economic Development Corporation, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by Texas Local Government Code chapters 501, 502, and 504, and the Texas Non-Profit Corporation Act (hereinafter “SEDC”) and Premium Waters, Inc. (hereinafter “Premium Waters”)(collectively “the Parties”) entered into an approved Performance Agreement for the construction and operation of a new manufacturing facility in Seguin, Texas, providing Premium Waters with a Performance Based Cash Grant of up to \$150,000, if Premium Waters meets certain performance measures, including the construction of a facility with a minimum capital investment of \$80 million and creates a minimum of forty (40) new Full-Time Jobs with a total annual minimum payroll of \$2.4M by December 31, 2025, ramping up to a total of sixty (60) Full-Time Jobs with a total annual minimum payroll of \$3.6M by December 31, 2027; and

WHEREAS, Premium Waters constructed a new facility in Seguin with a total capital investment that is less than the required \$80M and created less than forty (40) Full-Time Jobs at the time of December 31, 2025, deadline; and

WHEREAS, Premium Waters is not sure if, or when in the future, they may be able to expand their operations to the point that they will meet either the minimum capital investment, or Full-Time Job creation minimums outlined in the Performance Agreement; and

WHEREAS, the Parties do not wish to extend the Performance Agreement any further, as Premium Waters is unclear on their future expansion timelines for the subject facility.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SEDC and Premium Waters hereby mutually terminate the Performance Agreement. This mutual termination hereby terminates any obligation of the SEDC and Premium Waters to perform under the Performance Agreement. Although the SEDC is willing to consider future economic development incentives for the subject facility, it shall be under no obligation to execute future agreements, which shall be negotiated if and when Premium Waters proposes an expansion plan for the facility.

Executed on this ____ day of _____, 2026

City of Seguin, Texas
By _____
Name: Steve Parker
Title: City Manager

ATTEST: _____
Kristin Mueller
City Secretary

Premium Waters, Inc.
By _____
Name:
Title: