

**FIRST AMENDED AND RESTATED AGREEMENT FOR
LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

by and between

**WEST ORANGE-COVE CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

and

CHEVRON PHILLIPS CHEMICAL GULF COAST LLC

(Texas Taxpayer ID # 32084283095)

Comptroller Application #1330

Dated

February 24, 2020

First Amended and Restated

September 26, 2022

**FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON
APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE
AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF ORANGE §

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this “Agreement,” is executed and delivered by and between the **WEST ORANGE-COVE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the “District,” a lawfully created independent school district within the State of Texas operating under and subject to the TEXAS EDUCATION CODE, and **CHEVRON PHILLIPS CHEMICAL GULF COAST LLC**, Texas Taxpayer Identification Number 32084283095, hereinafter referred to as the “Applicant.” The Applicant and the District are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on January 14, 2019, the Superintendent of Schools of the West Orange-Cove Consolidated Independent School District, acting as agent of the Board of Trustees of the District, received from Chevron Phillips Chemical Company LP, Texas Taxpayer Identification Number 17315877120, an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, on January 14, 2019, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the Application;

WHEREAS, the Application was delivered to the Texas Comptroller’s Office for review pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, the District and the Texas Comptroller’s Office have determined that the Application is complete and July 3, 2019, is the Application Review Start Date as that term is defined by 34 TEXAS ADMIN. CODE Section 9.1051;

WHEREAS, pursuant to 34 TEXAS ADMIN. CODE Section 9.1054, the Application was delivered to the Orange County Appraisal District established in Orange County, Texas (the “Orange County Appraisal District”), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller’s Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on August 9, 2019, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

WHEREAS, the District's Board of Trustees, acting through its Superintendent of Schools, by letter dated October 18, 2019, extended the statutory deadline by which the District must consider the Application until August 9, 2020, and the Comptroller was provided notice of such extension as set out under 34 Texas Admin. Code Section 9.1054(d);

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.025 of the TEXAS TAX CODE;

WHEREAS, on February 24, 2020, the Board of Trustees conducted a public hearing on the Application at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on February 24, 2020, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; (iii) the project proposed by the Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the District's maintenance and operations ad valorem tax revenue lost as a result of the Agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in the Applicant's decision to invest capital and construct the project in this State; and (v) this Agreement is in the best interest of the District and the State of Texas;

WHEREAS, on January 29, 2020, the Texas Comptroller's Office approved the form of Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes;

WHEREAS, on February 24, 2020, the Board of Trustees approved the form of Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant;

WHEREAS, on August 8, 2022, the District received from Chevron Phillips Chemical Company LP, Texas Taxpayer Identification Number 17315877120, a request to amend the Application and amend and restate the original Agreement to assign the Application and the original Agreement in their entirety to Chevron Phillips Chemical Gulf Coast LLC, Texas Taxpayer Identification Number 32084283095;

WHEREAS, the Texas Comptroller's Office reviewed such request to amend the Application and amend and restate the original Agreement, and on September 13, 2022, issued and provided to the District an amended certificate for limitation on appraised value of the property described in the Application reaffirming the determinations made in the certificate for limitation on appraised value dated August 9, 2019, and approving the form of this Agreement;

WHEREAS, once it is fully executed, the Applicant and the District intend for this Agreement to restate, amend, and replace the original Agreement in its entirety so that this Agreement will constitute the sole and complete agreement between the Applicant and the District concerning

the subject matter herein;

WHEREAS, on September 26, 2022, the Board of Trustees approved the form of this First Amended and Restated Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 DEFINITIONS. Wherever used in this Agreement, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEXAS ADMIN. CODE Section 9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEXAS ADMIN. CODE Section 9.1051.

“Act” means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amend or including any statutory amendments that are applicable to this Agreement.

“Agreement” means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Sections 10.2 and 10.3.

“Applicant” means Chevron Phillips Chemical Gulf Coast LLC (*Texas Taxpayer ID # 32084283095*), the entity listed in the Preamble of this Agreement and that is listed as the Applicant on the amended Application as of the Application Approval Date. The term “Applicant” shall also include the Applicant’s assigns and successors-in-interest as approved according to Sections 10.2 and 10.3 of this Agreement.

“Applicant’s Qualified Investment” means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in **EXHIBIT 3** of this Agreement.

“Applicant’s Qualified Property” means the Qualified Property of the Applicant to which the value limitation identified in the Agreement will apply and as more fully described in **EXHIBIT 4** of this Agreement.

“Application” means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C of the TEXAS TAX CODE) filed with the District by Chevron Phillips Chemical Company LP (*Texas Taxpayer ID #17315877120*) on January 14, 2019, as amended. The term includes all forms required by the Comptroller, the schedules attached thereto, and all other documentation submitted by the Applicant for the purpose of obtaining an Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

“Application Approval Date” means the date that the Application is approved by the Board of Trustees of the District and as further identified in Section 2.3.B of this Agreement.

“Application Review Start Date” means the later date of either the date on which the District issues its written notice that the Applicant has submitted a completed Application or the date on which the Comptroller issues its written notice that the Applicant has submitted a completed Application and as further identified in Section 2.3.A of this Agreement.

“Appraised Value” shall have the meaning assigned to such term in Section 1.04(8) of the TEXAS TAX CODE.

“Appraisal District” means the Orange County Appraisal District.

“Board of Trustees” means the Board of Trustees of the West Orange-Cove Consolidated Independent School District.

“Commercial Operations” shall mean the date on which all of the principal units included in the project described in the Application become commercially operational and placed into service, such that all of such units included in the project have been constructed, tested, and received all necessary permits to operate, have commenced commercial operations of receiving feedstocks and converting them into usable products for later sale or processing as intended by the final project design.

“Comptroller” means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of the Comptroller.

“Comptroller’s Rules” means the applicable rules and regulations of the Comptroller set forth in Chapter 34 TEXAS ADMIN. CODE Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

“County” means Orange County, Texas.

“District” or “School District” means the West Orange-Cove Consolidated Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on the Applicant’s Qualified Property or the Applicant’s Qualified Investment.

“Final Termination Date” means the last date of the final year in which the Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

“Force Majeure” means acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within sixty 60 business days of the existence of such Force Majeure or otherwise waive this right as a defense.

“Land” means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

“Maintain Viable Presence” means (i) the operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted; and (ii) the Applicant’s maintenance of jobs and wages as required by the Act and as set forth in its Application.

“Market Value” shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

“New Qualifying Jobs” means the total number of jobs to be created by the Applicant after the Application Approval Date in connection with the project that is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(3) of the TEXAS TAX CODE and the Comptroller’s Rules.

“New Non-Qualifying Jobs” means the number of Non-Qualifying Jobs, as defined in 34 TEXAS ADMIN. CODE Section 9.1051(14), to be created by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

“Qualified Investment” has the meaning set forth in Section 313.021(1) of the TEXAS TAX CODE, as interpreted by the Comptroller’s Rules.

“Qualified Property” has the meaning set forth in Section 313.021(2) of the TEXAS TAX CODE and as interpreted by the Comptroller’s Rules and the Texas Attorney General, as these provisions existed on the Application Review Start Date.

“Qualifying Time Period” means the period defined in Section 2.3.C, during which the Applicant shall make investment on the Land where the Qualified Property is located in the amount required by the Act, the Comptroller’s Rules, and this Agreement.

“State” means the State of Texas.

“Supplemental Payment” means any payments or transfers of things of value made to the District or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the Agreement and that is not authorized pursuant to Sections 313.027(f)(1) or (2) of the TEXAS TAX CODE, and specifically includes any payments required pursuant to Article VI of this Agreement.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on the Applicant’s Qualified Property for maintenance and operations tax assessment in each Tax Year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

“Tax Limitation Period” means the Tax Years for which the Applicant’s Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

“Tax Year” shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (*i.e.*, the calendar year).

“Taxable Value” shall have the meaning assigned to such term in Section 1.04(10) of the

TEXAS TAX CODE.

Section 1.2 NEGOTIATED DEFINITIONS. Wherever used in Articles IV, V, and VI, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning or otherwise; provided however, if there is a conflict between a term defined in this section and a term defined in the Act, the Comptroller's Rules, or Section 1.1 of Agreement, the conflict shall be resolved by reference to Section 10.9.C.

"Aggregate Limit" means, for any Tax Year during the Tax Limitation Period of this Agreement, (i) the cumulative total of the Annual Limit amount for such Tax Year and all previous Tax Years during the term of this Agreement beginning with and including the Tax Year 2023, which, by virtue of the deferral of the date on which the Qualifying Time Period for the project is to commence under this Agreement, is the Tax Year that includes the date of January 1, 2023, on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i., less (ii) all amounts paid by the Applicant to or on behalf of the District under Article VI.

"Annual Limit" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Section 313.027(i) of the TEXAS TAX CODE. For purposes of this Agreement, and as further provided in Sections 6.2A and 6.2D, the amount of the Annual Limit shall be equal to the greater of \$50,000 or an amount calculated for each calendar year by multiplying the District's Average Daily Attendance for the school year immediately preceding the year for which the calculation is being made, as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, times \$100, or any larger amount allowed by Section 313.027(i) of the TEXAS TAX CODE, if such limitation is increased for any future year of this Agreement and such increase is effective for purposes of this Agreement. The Annual Limit shall first be computed for Tax Year 2023, which, by virtue of the deferral of the date on which the Qualifying Time Period for the project is to commence under this Agreement, is the Tax Year that includes the date of January 1, 2023, on which the Qualifying Time Period commences under this Agreement as provided in Section 2.3.C.i.

"Applicable School Finance Law" means Chapters 41, 42, 48 and 49 of the TEXAS EDUCATION CODE, the Act (Chapter 313 of the TEXAS TAX CODE), the provisions of Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to the District; the Constitution and general laws of the State applicable to the independent school districts of the State; including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any or all of the above. The term also includes any amendments or successor statutes that may be adopted in the future which affect, impact or alter the calculation of the District's Maintenance and Operations Revenue or the calculation of the Applicant's ad valorem tax obligation to the District, in each case, either with or without the limitation of Appraised Value of property pursuant to this Agreement.

"Cumulative Payments" means, for any Tax Year during the term of this Agreement, the total of all payments, calculated under Article IV, V and VI of this Agreement, for such Tax Year which are paid by or owed by the Applicant to the District, plus all payments, calculated under Article IV, V and VI of this Agreement, paid by or owed by the Applicant for all previous Tax Years during the term of this Agreement.

“Cumulative Unadjusted Tax Benefit” means, for any Tax Year during the term of this Agreement, the Unadjusted Tax Benefit for such Tax Year added to the Unadjusted Tax Benefit for all previous Tax Years during the term of this Agreement.

“Lost Mc&O Revenue” has the meaning given such term in Section 4.2.

“Maintenance and Operations Tax Revenue” or “Mc&O Revenue” means (i) those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapters 42 and 48 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, minus (iii) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 49 of the TEXAS EDUCATION CODE, in each case, as any of the items in clauses (i), (ii), and (iii) above may be amended by Applicable School Finance Law from time to time. “Maintenance and Operations Tax Revenue” or “M&O Revenue” shall be the net amount of all such revenues, payments or other amounts which the District is entitled to receive from State and local funding for maintenance and operations purposes under Applicable School Finance Law.

“New Mc&O Revenue” means the total State and local Maintenance and Operations Revenue that the District actually received for the school year under the Applicable School Finance Law. For purposes of this calculation, the Third Party (as defined in Section 4.3) will base its calculations upon the total Taxable Values for the preceding Tax Year as certified by the Appraisal District for all taxable accounts in the District for the District’s maintenance and operations ad valorem tax purposes, including the Applicant’s Qualified Property subject to this Agreement.

“Original Mc&O Revenue” means the total State and local Maintenance and Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Applicant’s Qualified Property been subject to the District’s ad valorem maintenance and operations tax at the tax rate for the applicable Tax Year. For purposes of this calculation, the Third Party (as defined in Section 4.3) will base its calculations upon (1) the total Taxable Values for the preceding Tax Year as certified by the Appraisal District for all taxable accounts in the District for the District’s maintenance and operations ad valorem tax purposes, save and except for the Applicant’s Qualified Property subject to this Agreement, plus (2) the total Taxable Values for such preceding Tax Year as certified by the Appraisal District for the Applicant’s Qualified Property subject to this Agreement for the District’s debt service (interest and sinking fund) ad valorem tax purposes (which total Taxable Values for such preceding Tax Year as certified by the Appraisal District for the Applicant’s Qualified Property subject to this Agreement shall be used in lieu of the total Taxable Values for such preceding Tax Year as certified by the Appraisal District for the Applicant’s Qualified Property subject to this Agreement for the District’s maintenance and operations ad valorem tax purposes).

“Third Party” shall have the meaning set forth in Section 4.3.

“Unadjusted Tax Benefit” means, for any Tax Year during the term of this Agreement, the total of all gross tax savings calculated for such Tax Year by multiplying (i) an amount equal to (a) the

Taxable Value of the Applicant's Qualified Property used for the District's debt service (interest and sinking fund) property tax purposes for such Tax Year, minus (b) the Tax Limitation Amount (defined in Section 2.4, below, as Thirty Million Dollars (\$30,000,000.00)), by (ii) the District's maintenance and operations tax rate for such Tax Year.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY.

This Agreement is executed by the District as its written agreement with the Applicant pursuant to the provisions and authority granted to the District in Section 313.027 of the TEXAS TAX CODE.

Section 2.2. PURPOSE.

In consideration of the execution and subsequent performance of the terms and obligations by the Applicant pursuant to this Agreement, identified in Sections 2.5 and 2.6 and as more fully specified in this Agreement, the value of the Applicant's Qualified Property listed and assessed by the County Appraiser for the District's maintenance and operation ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. Term of the Agreement.

A. The Application Review Start Date for this Agreement is July 3, 2019, which will be used to determine the eligibility of the Applicant's Qualified Property and all applicable wage standards.

B. The Application Approval Date for this Agreement is February 24, 2020.

C. The Qualifying Time Period for this Agreement:

- i. Starts on January 1, 2023, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- ii. Ends on December 31, 2024, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- i. Starts on January 1, 2024, the first complete Tax Year that begins after the date of the commencement of Commercial Operations; and
- ii. Ends on December 31, 2033, which is the year the Tax Limitation Period starts as identified in Section 2.3.D.i plus 9 years.

E. The Final Termination Date for this Agreement is December 31, 2038, which is the last year of the Tax Limitation Period as defined in Section 2.3.D.ii plus 5 years.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Section 2.3.B. This Agreement, and the obligations and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Section 2.3.E, unless extended by the express terms of this Agreement.

Section 2.4. TAX LIMITATION.

So long as the Applicant makes the Qualified Investment as required by Section 2.5, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- A. the Market Value of the Applicant's Qualified Property; or
- B. \$30 million, based on Section 313.054 of the TEXAS TAX CODE.

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the Application Approval Date, as set out by Section 313.052 of the TEXAS TAX CODE.

Section 2.5. TAX LIMITATION ELIGIBILITY. In order to be eligible and entitled to receive the value limitation identified in Section 2.4 for the Qualified Property identified in Article III, the Applicant shall:

- A. have completed the Applicant's Qualified Investment in the amount of \$30 million during the Qualifying Time Period;
- B. have created and maintained, subject to the provisions of Section 313.0276 of the TEXAS TAX CODE, New Qualifying Jobs as required by the Act; and
- C. pay an average weekly wage of at least \$1,020 for all New Non-Qualifying Jobs created by the Applicant.

Section 2.6. TAX LIMITATION OBLIGATIONS. In order to receive and maintain the limitation authorized by Section 2.4, Applicant shall:

- A. provide payments to District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;
- B. provide such Supplemental Payments as more fully specified in Article VI;
- C. create and Maintain Viable Presence on or with the Qualified Property and perform additional obligations as more fully specified in Article VIII of this Agreement; and
- D. no additional conditions are identified in the certificate for a limitation on appraised value by the Comptroller for this project.

ARTICLE III

QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.

At the time of the Application Approval Date, the Land is within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description, and information concerning the designation, of such zone is attached to this Agreement as EXHIBIT 1 and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described in **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.

The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 4**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 4** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's Rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.

In addition to the requirements of Section 10.2 of this Agreement, if there is a material change in the Qualified Property described in **EXHIBIT 4**, then within 60 days from the date commercial operation begins, the Applicant shall provide to the District, the Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, and/or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE.

The Applicant's Qualified Property described in Section 3.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the TEXAS TAX CODE as manufacturing.

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES.

It is the intent of the Parties that the District shall, in accordance with the provisions of Section 313.027(f)(1) of the TEXAS TAX CODE and Section 48.256(d) of the TEXAS EDUCATION CODE, be compensated by the Applicant as provided in this Article IV for any Lost M&O Revenue that the District incurs in its Maintenance and Operations Revenue in each year of this Agreement for which this Agreement was a sole and direct cause, all as calculated in Section 4.2 below. Such payments shall be independent of, and in addition to, such other payments as set forth in Articles V and VI of this Agreement.

The Parties expressly understand and agree that, for all Tax Years to which this Agreement may apply, the calculation of losses that the District incurs in its Maintenance and Operations Revenue will be defined for each applicable Tax Year in accordance with the Applicable School Finance Law, as defined in Section 1.2 above, and that such definition specifically contemplates that calculations made under this Agreement may periodically change in accordance with changes that may be made from time to time in the Applicable School Finance Law.

When Commercial Operations has occurred, the Applicant shall notify the District of such occurrence no later than sixty (60) days after the end of the calendar year that includes the date of such occurrence.

The Parties further agree that the printouts and projections produced during the negotiations and approval of this Agreement are:

- i. for illustrative purposes only, are not intended to be relied upon, and have not been relied upon by the Parties as a prediction of future consequences to either Party;
- ii. are based upon current Applicable School Finance Law, which is subject to change by statute, by administrative regulation, or by judicial decision at any time; and
- iii. may change in future years to reflect changes in the Applicable School Finance Law.

Section 4.2 CALCULATING LOST M&O REVENUE.

Subject to the limitations contained in this Agreement (including Sections 4.10, 7.1 and 7.2), the amount to be paid by the Applicant to compensate the District for loss of M&O Revenue resulting from, or on account of, this Agreement for each year starting in the year of the Application Approval Date and ending on the Final Termination Date (the "Lost M&O Revenue") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

A. Notwithstanding any other provision in this Agreement outside the provisions of this Section 4.2 (but subject to the limitations contained in this Agreement, including Sections 4.10, 7.1

and 7.2), the M&O Amount owed by the Applicant to the District means the Original M&O Revenue minus the New M&O Revenue.

B. In making the calculations required by this Section 4.2:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law as in effect for such year.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property will be presumed to be one hundred percent (100%).
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue, as calculated under this Section 4.2, results in a negative number, the negative number will be considered to be zero.
- iv. All calculations of the New M&O Revenue made for any year during the Tax Limitation Period under this Section 4.2 will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 4.2 shall be made using a methodology which isolates the full Maintenance and Operation Revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements or on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected and appointed each year by the District, subject to approval by the Applicant in writing, which approval shall not unreasonably be withheld. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by a mediator selected in accordance with the procedures set forth in Section 9.3A.

Section 4.4. DATA USED FOR CALCULATIONS.

The calculations for payments under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including the Applicant's Qualified Investment and/or the Applicant's Qualified Property, by the Appraisal District in its annual certified appraisal roll submitted to the District for each Tax Year pursuant to TEXAS TAX CODE § 26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected and appointed under Section 4.3. The certified appraisal roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the

District's certified appraisal roll or any other changes in student counts, tax collections, or other data.

Section 4.5. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

If the Applicant has appealed any matter relating to the valuations placed by the Appraisal District on the Applicant's Qualified Property and/or the Applicant's Qualified Investment, and such appeal remains unresolved at the time the Third Party selected and appointed under Section 4.3 makes its calculations under this Agreement, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Investment, respectively, by the Appraisal District. The calculations shall be readjusted, if necessary, based on the outcome of such appeal as set forth below.

If as a result of an appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of the new Taxable Value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years using the new Taxable Value. Upon completion of the new calculations, the Third Party shall transmit the new calculations to the Parties. In the event the new calculations result in a change in any amount paid or payable by the Applicant under this Agreement, the Party from whom the adjustment is payable shall remit such amount to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.6. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.3 shall forward to the Parties a certification containing the calculations required under this Article IV, Article V, Article VI, and/or Section 7.1 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed, which fee shall be the sole responsibility of the District, but subject to the provisions of Section 4.8, below. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's calculations, offices, personnel, books, records, and correspondence pertaining to the calculations and fee (including, but not limited to, any calculations made by the Third Party under Section 4.7) for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation until four (4) years after the Final Termination Date. The Applicant shall not be liable for any of the Third Party's costs resulting from a review or audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations and fee contemplated by this Agreement.

Section 4.7. STATUTORY CHANGES AFFECTING MAINTENANCE & OPERATION REVENUE.

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Sections 4.10, 7.1 and 7.2, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of

Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, because of its participation in this Agreement, the Applicant shall make payments to the District, up to but not to exceed the amount of the limits set forth in this Agreement (including Sections 7.1 and 4.10), that are necessary to fully reimburse and hold the District harmless from any actual negative impact on the District's Maintenance and Operations Revenue as a result of its participation in this Agreement. The District shall use reasonable efforts to mitigate the economic effects of any such statutory change, administrative interpretation or other reason attributable to statutory change. The calculation of any such payments to the District shall be prepared by the Third Party and shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District. Upon completion of the calculations, the Third Party shall transmit the calculations to the Parties. If the Applicant disagrees with any calculation or determination by the Third Party or the District of any actual negative impact described in this Section 4.7, the Applicant shall have the right to appeal such calculation or determination in accordance with the procedures set forth in Section 4.9.

Section 4.8. PAYMENT BY APPLICANT.

Subject to Section 4.9 below, the Applicant shall pay any amount determined by the Third Party to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. Subject to the limitation set forth in this Section 4.8 below, by such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.6, above, plus any reasonable and necessary out-of-pocket third party legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or other reimbursement applications filed with or sent to the State of Texas, for any audits conducted by the State Auditor's Office, or for other legal expenses which are, or may be required under the terms of, or because of, the execution of this Agreement. Notwithstanding the foregoing, during the term of this Agreement, the Applicant shall not be responsible for the payment of an aggregate amount of fees and expenses under this Section 4.8 and Section 4.6 which exceeds Fifteen Thousand Dollars (\$15,000.00).

Section 4.9. RESOLUTION OF DISPUTES.

Should the Applicant disagree with any Third Party certification or calculations made pursuant to this Article IV, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days following the later of (i) receipt of the certification or calculations, or (ii) the date the Applicant is granted access to the books, records, and other information in accordance with Section 4.6 for purposes of auditing or reviewing the information in connection with the certification or calculations. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination with respect to such appeal. Thereafter, the Applicant may appeal such final determination to the Board of Trustees within thirty (30) days after the Applicant's receipt of the Third Party's final determination. The Board of Trustees will issue, in writing, a final determination with respect to such appeal. Any appeal by the Applicant under this Section 4.9 shall in no way limit Applicant's other rights and remedies available under this Agreement, at law or in equity.

Section 4.10. CUMULATIVE PAYMENT LIMITATION.

Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Cumulative Payments calculated for a Tax Year during the Tax Limitation Period for this Agreement, as defined under Section 2.3 D of this Agreement, exceed an amount equal to One Hundred Percent (100%) of the Applicant's Cumulative Unadjusted Tax Benefit for such Tax Year. Payments for Lost M&O Revenue under this Article IV for any Tax Year of this Agreement otherwise due and owing by the Applicant to the District which, by virtue of the application of the payment limitation set forth in this Section 4.10, are not payable to the District for such Tax Year, shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, but shall be subject, in each subsequent Tax Year, to the limit set forth in this Section 4.10. Any of the payments for Lost M&O Revenue calculated under this Article IV which cannot be paid to the District prior to the end of the first Tax Year following the end of the Tax Limitation Period (i.e. the Tax Year 2034) because such payment would exceed the Applicant's Cumulative Unadjusted Tax Benefit under this Agreement will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

ARTICLE V

PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES

Section 5.1. PAYMENT OF EXTRAORDINARY EDUCATION-RELATED EXPENSES.

In addition to the amounts determined pursuant to Articles IV and VI of this Agreement, the Applicant on an annual basis shall also indemnify and reimburse District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses directly and solely related to the project described in the Application that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment caused directly and solely by such project. The Applicant shall have the right to contest the findings of the District's external auditor in accordance with the procedures set forth in Section 4.9.

ARTICLE VI

SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.

In interpreting the provisions of this Article VI, the Parties agree that, in addition to undertaking the responsibility for the payment of all of the amounts set forth under Articles IV and V, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, unless it is explicitly set forth in this Agreement. It is the express intent of the Parties that the Applicant's obligation to make Supplemental Payments under this Article VI is separate

and independent of the obligation of the Applicant to pay the amounts described in Articles IV and V; provided, however, that all payments under Articles IV and V and this Article VI are subject to the limitations contained in Section 7.1, and that all payments under this Article VI are subject to the separate limitations contained in Sections 6.2 and 6.3.

It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant under this Article VI shall not exceed either (i) the limit imposed by the provisions of Section 313.027(i) of the TEXAS TAX CODE, as such limit is allowed to be increased by the Legislature for any future year of this Agreement and such increase is effective for purposes of this Agreement, or (ii) the amount described in Section 6.3.

Section 6.2. SUPPLEMENTAL PAYMENT LIMITATION. Notwithstanding the foregoing:

- A. the total of the Supplemental Payments made pursuant to this Article shall not exceed for any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year times the number of years beginning with the first complete or partial year of the Qualifying Time Period identified in Section 2.3.C and ending with the year for which the Supplemental Payment is being calculated minus all Supplemental Payments previously made by the Applicant;
- B. Supplemental Payments may only be made during the period starting the first full or partial Tax Year of the Qualifying Time Period (2023) and ending December 31 of the third Tax Year following the end of the Tax Limitation Period (2036);
- C. the limitation in Section 6.2.A does not apply to amounts described by Section 313.027(f)(1)–(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement; and
- D. for purposes of this Agreement, the calculation of the limit of the annual Supplemental Payment shall be the greater of \$50,000 or \$100 multiplied by the District’s Average Daily Attendance as calculated pursuant to Section 42.005 of the TEXAS EDUCATION CODE, based upon the District’s Average Daily Attendance for the previous school year.

Section 6.3. SUPPLEMENTAL PAYMENT AMOUNT – SUBJECT TO AGGREGATE LIMIT DURING TAX LIMITATION PERIOD.

In addition to the Supplemental Payment limitation set forth in Section 6.2, for any Tax Year during the Tax Limitation Period, the District shall not be entitled to receive Supplemental Payments that exceed the “Aggregate Limit,” as such term is defined in Section 1.2, for such Tax Year.

Section 6.4. CALCULATION OF ANNUAL SUPPLEMENTAL PAYMENTS TO THE DISTRICT AND APPLICATION OF AGGREGATE LIMIT.

For each Tax Year during the term of this Agreement beginning with the Tax Year 2023, which is the Tax Year that includes the date on which the Qualifying Time Period commences under this

Agreement as provided in Section 2.3.C.i, and ending with the Tax Year 2036, which is the third Tax Year following the end of the Tax Limitation Period, the Supplemental Payment for such Tax Year shall be an amount equal to the Annual Limit for such Tax Year. For each Tax Year of the Qualifying Time Period under Section 2.3(C) and for each of the three Tax Years following the end of the Tax Limitation Period as set forth under Section 2.3(D), the Supplemental Payment for such Tax Year shall not be subject to the Aggregate Limit.

If, for any Tax Year during the Tax Limitation Period the amount of the Supplemental Payment, calculated under Sections 6.2 and 6.3 and the immediately preceding paragraph of this Section 6.4 above for such Tax Year, exceeds the Aggregate Limit for such Tax Year, the difference between the amount of the Supplemental Payment so calculated and the Aggregate Limit for such Tax Year shall be carried forward from year-to-year into subsequent Tax Years during the term of this Agreement, and to the extent not limited by the Aggregate Limit in any subsequent Tax Year during the term of this Agreement, shall be paid to the District. If there are changes in Chapter 313 of the TEXAS TAX CODE that increase or decrease the limit on the amount of the Supplemental Payments that may be made to or on behalf of the District by the Applicant under this Article VI, any higher or lower amount of Supplemental Payments that first became due hereunder prior to the effective date of any such statutory change will not be adjusted.

Any of the Supplemental Payments which cannot be paid to the District prior to the end of the third full Tax Year (2036) following the end of the Tax Limitation Period, as defined in Section 2.3(D)(ii), because such payment would exceed the Aggregate Limit, will be deemed to have been cancelled by operation of law, and the Applicant shall have no further obligation with respect thereto.

Section 6.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS.

- A. All calculations required by this Article VI, including but not limited to: (i) the calculation of the amount of the Supplemental Payment; (ii) the determination of both the Annual Limit and the Aggregate Limit; (iii) the effect, if any, of the Aggregate Limit upon the actual amount of Supplemental Payments eligible to be paid to the District by the Applicant; and (iv) the carry forward and accumulation of any of the Supplemental Payments unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 4.3.
- B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.5.
- C. The payment of all amounts due under this Article VI shall be made at the time set forth in Section 4.6.

Section 6.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during the term of this Agreement, the Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that any of the Applicant's payments under this Article VI be made to the District's educational foundation or to a similar entity. Such foundation or entity may only use such funds received under this Article VI to support the educational mission of the District and its students. Any designation of

such foundation or entity must be made by recorded vote of the Board of Trustees at a properly posted public meeting of the Board of Trustees. Any such designation will become effective after such public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1 below. Such designation may be rescinded, with respect to future payments only, by action of the Board of Trustees, at any time, and any such rescission will become effective after delivery of notice of such action to the Applicant in conformance with the provisions of Section 10.1.

Any designation of a successor beneficiary under this Section 6.6 shall not alter the limits on Supplemental Payments described in this Article VI, including Sections 6.2, 6.3 and 6.4, above.

Notwithstanding the foregoing, any payments made by the Applicant shall be made in the manner and to the Party designated in this Agreement unless the Applicant receives unambiguous written notice from the District that such payments are to be made to a different party.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

Section 7.1. ANNUAL LIMITATION.

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period beginning after the first Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicant to the District for such Tax Year, plus the sum of all payments otherwise due from the Applicant to the District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicant would have paid to the District for such Tax Year (determined by using the District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Article IV of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from the Applicant to the District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT.

In the event the Applicant determines that it will not commence or complete construction of the Applicant's Qualified Investment, the Applicant shall have the option, prior to the beginning of the Tax Limitation Period, to terminate this Agreement by notifying the District in writing of its exercise of such option.

Additionally, in the event that any payment otherwise due from the Applicant to the District under Article IV, Article V, or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to terminate this Agreement by notifying the District of its election in writing not later than the July 31 of the year following the Tax Year with

respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION.

Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to the District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments (including liquidated damages and tax payments), records and dispute resolution shall survive the termination or expiration of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.

In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall Maintain Viable Presence in the District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided the Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 8.2. REPORTS.

In order to receive and maintain the limitation authorized by Section 2.4 in addition to the other obligations required by this Agreement, the Applicant shall submit all reports required from time to time by the Comptroller, listed in 34 TEXAS ADMIN. CODE Section 9.1052 and as currently located on the Comptroller's website, including all data elements required by such form to the satisfaction of the Comptroller on the dates indicated on the form or the Comptroller's website and starting on the first such due date after the Application Approval Date.

Section 8.3. COMPTROLLER'S REPORT ON CHAPTER 313 AGREEMENTS.

During the term of this Agreement, both Parties shall provide the Comptroller with all information reasonably necessary for the Comptroller to assess performance under this Agreement for the purpose of issuing the Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS.

Upon the written request of the District, the State Auditor's Office, the Appraisal District, or the Comptroller during the term of this Agreement, the Applicant, the District or any other entity on behalf of the District shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its rights, obligations or responsibilities, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW.

The Applicant shall allow authorized employees of the District, the Comptroller, the Appraisal District, and the State Auditor's Office to have reasonable access to the Applicant's Qualified Property and business records from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than ninety-six (96) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of the Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of the Applicant, and shall be conducted in accordance with the Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide the District, the Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret, or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; AUTHORITY OF STATE AUDITOR.

By executing this Agreement, implementing the authority of, and accepting the benefits provided by Chapter 313 of the TEXAS TAX CODE, the Parties agree that this Agreement and their performance pursuant to its terms are subject to review and audit by the State Auditor as if they are parties to a State contract and subject to the provisions of Section 2262.154 of the TEXAS GOVERNMENT CODE and Section 313.010(a) of the TEXAS TAX CODE. The Parties further agree to comply with the following requirements:

A. The District and the Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. The Applicant and the District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the latest occurring date of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. During the time period defined under Section 8.6.A, the District and the Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to this Agreement; the Applicant's Application; and the Applicant's Qualified Property, Qualified Investment, New Qualifying Jobs, and wages paid for New Non- Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by the Comptroller, State Auditor's Office, State of Texas or their authorized representatives. The Applicant and the District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by the Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, the Applicant's or the District's failure to comply with this Section shall constitute a Material Breach of this Agreement.

C. In addition to and without limitation on the other audit provisions of this Agreement, the acceptance of tax benefits or funds by the Applicant or the District or any other entity or person directly under this Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Applicant or the District or other entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Parties agree that this Agreement shall for its duration be subject to all rules and procedures of the State Auditor acting under the direction of the legislative audit committee.

D. The Applicant shall include the requirements of this Section 8.6 in its subcontract with any entity whose employees or subcontractors are subject to wage requirements under the Act, the Comptroller's Rules, or this Agreement, or any entity whose employees or subcontractors are included in the Applicant's compliance with job creation or wage standard requirement of the Act, the Comptroller's Rules, or this Agreement.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which the Comptroller would not have approved this Agreement and the District would not have executed this Agreement. By signature to this Agreement, the Applicant:

A. represents and warrants that all information, facts, and representations contained in the Application are true and correct to the best of its knowledge;

B. agrees and acknowledges that the Application and all related attachments and schedules are included by reference in this Agreement as if fully set forth herein; and

C. acknowledges that if the Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that the Applicant has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Application or this Agreement, the Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the

enforcement of the provisions required by Section 9.2 of this Agreement.

ARTICLE IX

MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.

The Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions (each a “Material Breach”):

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to any material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. The Applicant failed to complete Qualified Investment as required by Section 2.5.A. of this Agreement during the Qualifying Time Period;

C. The Applicant failed to create and maintain the number of New Qualifying Jobs required by the Act;

D. The Applicant failed to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application;

E. The Applicant failed to pay at least the average weekly wage of all jobs in the county in which the jobs are located for all New Non-Qualifying Jobs created by the Applicant;

F. The Applicant failed to provide payments to the District sufficient to protect future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

G. The Applicant failed to provide the payments to the District that protect the District from the payment of extraordinary education-related expenses related to the project to the extent and in the amounts that the Applicant agreed to provide such payments in Article V of this Agreement;

H. The Applicant failed to provide the Supplemental Payments to the extent and in the amounts that the Applicant agreed to provide such Supplemental Payments in Article VI of this Agreement;

I. The Applicant failed to create and Maintain Viable Presence on or with the Qualified Property as more fully specified in Article VIII of this Agreement;

J. The Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of the Comptroller;

K. The Applicant failed to provide the District or the Comptroller with all information reasonably necessary for the District or the Comptroller to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

L. The Applicant failed to allow authorized employees of the District, the Comptroller, the Appraisal District, or the State Auditor’s Office to have access to the Applicant’s Qualified Property

or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of the Applicant's Qualified Property under Sections 8.5 and 8.6;

M. The Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with this Agreement;

N. The Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on Appraised Value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles IV, V and VI of this Agreement;

O. The Applicant failed to comply with the conditions included in the certificate for limitation issued by the Comptroller.

Section 9.2. DETERMINATION OF BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has failed to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the breach of this Agreement, and if cure is possible, the cure proposed by the District. After receipt of the notice, the Applicant shall be given ninety (90) days to present any facts or arguments to the Board of Trustees showing that it is not in breach of its obligations under this Agreement, or that it has cured or undertaken to cure any such breach.

B. If the Board of Trustees is not satisfied with such response or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, the Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to:

- i. whether or not a breach of this Agreement has occurred;
- ii. whether or not such breach is a Material Breach;
- iii. the date such breach occurred, if any;
- iv. whether or not any such breach has been cured; and

C. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall at that time determine:

- i. the amount of recapture taxes under Section 9.4.C (net of all credits under Section 9.4.C);
- ii. the amount of any penalty or interest under Section 9.4.E that are owed to the District; and
- iii. in the event of a finding of a Material Breach, whether to terminate this Agreement.

D. After making its determination regarding any alleged breach, the Board of Trustees

shall cause the Applicant to be notified in writing of its determination (a “Determination of Breach and Notice of Contract Termination”) and provide a copy to the Comptroller.

Section 9.3. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee’s Determination of Breach and Notice of Contract Termination under Section 9.2, the Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant initiates mediation, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then presiding in Orange County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the TEXAS CIVIL PRACTICE AND REMEDIES CODE and such other rules as the mediator shall prescribe. With respect to such mediation, (i) the District shall bear one-half of such mediator’s fees and expenses and the Applicant shall bear one-half of such mediator’s fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys’ fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received within the time period described for mediation in Section 9.3.A, either the District or the Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in a judicial proceeding in a state district court in Orange County, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any contract, agreement or undertaking made by a Party pursuant to this Agreement.

C. If payments become due under this Agreement and are not received before the expiration of the ninety (90) days provided for such payment in Section 9.3.A, and if the Applicant has not contested such payment calculations under the procedures set forth herein, including judicial proceedings, the District shall have the remedies for the collection of the amounts determined under Section 9.4 as are set forth in Chapter 33, Subchapters B and C, of the TEXAS TAX CODE for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney’s fees to the attorneys representing the District pursuant to Section 6.30 of the TEXAS TAX CODE and a tax lien shall attach to the Applicant’s Qualified Property and the Applicant’s Qualified Investment pursuant to Section 33.07 of the TEXAS TAX CODE to secure payment of such fees.

Section 9.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that the Applicant terminates this Agreement without the consent of the District, except as provided in Section 7.2 of this Agreement, the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of the notice of breach.

B. In the event that the District determines that the Applicant has failed to comply in any

material respect with the terms of this Agreement or to meet any material obligation under this Agreement, the Applicant shall pay to the District liquidated damages, as calculated by Section 9.4.C, no later than, and the District may terminate the Agreement effective on the later of: (i) the expiration of the ninety (90) days provided for in Section 9.3.A, and (ii) thirty (30) days after any mediation and judicial proceedings initiated pursuant to Sections 9.3.A and 9.3.B are resolved in favor of the District.

C. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem taxes for all of the Tax Years for which a tax limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by the Applicant to the District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 9.4.E. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Articles IV, V, and VI. Upon payment of such liquidated damages, the Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

D. In the event that the District determines that the Applicant has committed a Material Breach identified in Section 9.1, after the notice and mediation periods provided by Sections 9.2 and 9.3, then the District may, in addition to the payment of liquidated damages required pursuant to Section 9.4.C, terminate this Agreement.

E. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, the District shall first determine the base amount of recaptured taxes less all credits under Section 9.4.C owed for each Tax Year during the Tax Limitation Period. The District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.4.C had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.5. LIMITATION OF OTHER DAMAGES.

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, the District's damages for such a default shall under no circumstances exceed the amounts calculated under Section 9.4. In addition, the District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. STATUTORY PENALTY FOR INADEQUATE QUALIFIED INVESTMENT.

Pursuant to Section 313.0275 of the TEXAS TAX CODE, in the event that the Applicant fails to make \$30 million of Qualified Investment, in whole or in part, during the Qualifying Time Period, the Applicant is liable to the State for a penalty. The amount of the penalty is the amount determined by:

(i) multiplying the maintenance and operations tax rate of the school district for that tax year that the penalty is due by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the Tax Year the penalty is due. This penalty shall be paid on or before February 1 of the year following the expiration of the Qualifying Time Period and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE. The Comptroller may grant a waiver of this penalty in the event of Force Majeure which prevents compliance with this provision.

Section 9.7. REMEDY FOR FAILURE TO CREATE AND MAINTAIN REQUIRED NEW QUALIFYING JOBS.

Pursuant to Section 313.0276 of the TEXAS TAX CODE, for any full Tax Year that commences after the project has become operational, in the event that it has been determined that the Applicant has failed to meet the job creation or retention requirements defined in Sections 9.1.C, the Applicant shall not be deemed to be in Material Breach of this Agreement until such time as the Comptroller has made a determination to rescind this Agreement under Section 313.0276 of TEXAS TAX CODE, and that determination is final.

Section 9.8. REMEDY FOR FAILURE TO CREATE AND MAINTAIN COMMITTED NEW QUALIFYING JOBS.

A. In the event that the Applicant fails to create and maintain the number of New Qualifying Jobs specified in Schedule C of the Application, an event constituting a Material Breach as defined in Section 9.1.D, the Applicant and the District may elect to remedy the Material Breach through a penalty payment.

B. Following the notice and mediation periods provided by Sections 9.2 and 9.3, the District may request the Applicant to make a payment to the State in an amount equal to: (i) multiplying the maintenance and operations tax rate of the school district for that Tax Year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the Tax Limitation Amount identified in Section 2.4.B from (b) the market value of the property identified on the Appraisal District's records for each tax year the Material Breach occurs.

C. In the event that there is no tax limitation in place for the tax year that the Material Breach occurs, the payment to the State shall be in an amount equal to: (i) multiplying the maintenance and operations tax rate of the School District for each tax year that the Material Breach occurs by (ii) the amount obtained after subtracting (a) the tax limitation amount identified in Section 2.4.B from (b) the Market Value of the property identified on the Appraisal District's records for the last Tax Year for which the Applicant received a tax limitation.

D. The penalty shall be paid no later than 30 days after the notice of breach and is subject to the delinquent penalty provisions of Section 33.01 of the TEXAS TAX CODE.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile or email transmission, with notice of receipt obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile or email transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to the District shall be addressed to the District's Authorized Representative as follows:

To the District

Name: West Orange-Cove CISD
Attn: Superintendent Rickie Harris
or successor
Address: 902 W. Park Avenue
P.O. Box 1107
City/Zip: Orange, Texas 77631
Phone : (409) 882-5437
Fax : (409) 882-5467
Email: riha@woccisd.net

With Copy to

Leon | Alcala, PLLC
Sara Hardner Leon
2901 Via Fortuna
Suite 475
Austin, Texas 78746
Phone: (512) 637-4244
Fax : (512) 637-4245
sleon@leoncalaca.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

C. Notices to the Applicant shall be addressed to its Authorized Representative as follows:

To the Applicant

Name: Chevron Phillips Chemical Gulf Coast
LLC
Attn: Chaney Moore (or successor)
Real Estate & Property Tax Services
Manager
Address: 10001 Six Pines Drive
City/Zip: The Woodlands, Texas 77380
Phone : (832) 813-4713
Fax : (832) 813-4174
Email: chaney.moore@cpchem.com

With Copy to

Norton Rose Fulbright US LLP
Stephen A. Kuntz
1301 McKinney Street
Suite 5100
Houston, Texas 77010-3095
(713) 651-5241
(713) 651-5246
stephen.kuntz@nortonrosefulbright.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as a Party may designate by written notice to the other.

Section 10.2. AMENDMENTS TO APPLICATION AND AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Section 10.2.B. Waiver of any term, condition, or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition, or provision, or a waiver of any other term, condition, or provision of this Agreement.

B. By official action of the District's Board of Trustees, the Application and this Agreement may only be amended according to the following:

- i. The Applicant shall submit to the District and the Comptroller:
 - a. a written request to amend the Application and this Agreement, which shall specify the changes the Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by the District and considered by the Comptroller;
 - c. and any additional information requested by the District or the Comptroller necessary to evaluate the amendment or modification;
- ii. The Comptroller shall review the request and any additional information for compliance with the Act and the Comptroller's Rules and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by the Comptroller by the end of the 90-day period, the request is denied; and
- iii. If the Comptroller has not denied the request, the District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Application and this Agreement adding additional or replacement Qualified Property pursuant to this Section 10.2 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the TEXAS TAX CODE;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and

D. The Application and this Agreement may not be amended to extend the value limitation time period beyond its ten-year statutory term.

E. The Comptroller determination made under Section 313.026(c)(2) of the TEXAS TAX CODE in the original certificate for a limitation satisfies the requirement of the Comptroller to make the same determination for any amendment of the Application and this Agreement, provided

that the facts upon which the original determination was made have not changed.

F. The Applicant shall amend the Application and this Agreement to identify the changes in the information that was provided in the Application and was approved by the District and as considered by the Comptroller no earlier than 180 days and no later than 90 days prior to the start of the Qualifying Time Period as identified in Section 2.3.C.i of this Agreement.

- i. The Applicant shall comply with written requests from the District or the Comptroller to provide additional information necessary to prepare a Comptroller certificate for a limitation for the conditions prior to the start of the Qualifying Time Period; and
- ii. If the Comptroller provides its certificate for a limitation with conditions different from the existing agreement, the District shall hold a meeting and determine whether to amend this Agreement to include the conditions required by the Comptroller or terminate this Agreement; or
- iii. If the Comptroller withdraws its certificate for a limitation based on the revised Application, the District shall terminate this Agreement.

Section 10.3. ASSIGNMENT.

A. Any assignment of any rights, benefits, obligations, or interests of the Parties in this Agreement, other than a collateral assignment purely for the benefit of creditors of the project, is considered an amendment to the Agreement and such Party may only assign such rights, benefits, obligations, or interests of this Agreement after complying with the provisions of Section 10.2 regarding amendments to the Agreement. Other than a collateral assignment to a creditor, this Agreement may only be assigned to an entity that is eligible to apply for and execute an agreement for limitation on appraised value pursuant to the provisions of Chapter 313 of the TEXAS TAX CODE and the Comptroller's Rules.

B. In the event of a merger or consolidation of the District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

C. In the event of an assignment to a creditor, the Applicant must notify the District and the Comptroller in writing no later than 30 days after the assignment. This Agreement shall be binding on the assignee.

Section 10.4. MERGER.

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.5. GOVERNING LAW.

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to

conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in a state district court in Orange County.

Section 10.6. AUTHORITY TO EXECUTE AGREEMENT.

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.7. SEVERABILITY.

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal, or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision, or condition cannot be so reformed, then such term, provision, or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality, and enforceability of the remaining terms, provisions, and conditions contained herein (and any other application such term, provision, or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.7, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree, or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.8. PAYMENT OF EXPENSES.

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.9. INTERPRETATION.

A. When a reference is made in this Agreement to a Section, Article, or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

B. The words "include," "includes," and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase, "but not limited to". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

C. The provisions of the Act and the Comptroller's Rules are incorporated by reference as if fully set forth in this Agreement. In the event of a conflict, the conflict will be resolved by reference to the following order of precedence:

- i. The Act;
- ii. The Comptroller's Rules as they exist at the time the Agreement is executed, except as allowed in the definition of Qualified Property in Section 1.1; and
- iii. This Agreement and its Attachments including the Application as incorporated by reference.

Section 10.10. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.11. PUBLICATION OF DOCUMENTS.

The Parties acknowledge that the District is required to publish the Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to the District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of receipt of such document, the District shall submit a copy to the Comptroller for publication on the Comptroller's Internet website;

B. The District shall provide on its website a link to the location of those documents posted on the Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the TEXAS TAX CODE.

Section 10.12. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.

The Applicant shall immediately notify the District in writing of any actual or anticipated change in the control or ownership of the Applicant and of any legal or administrative investigations or proceedings initiated against the Applicant related to the project regardless of the jurisdiction from which such proceedings originate.

Section 10.13. DUTY TO DISCLOSE.

If circumstances change or additional information is obtained regarding any of the representations and warranties made by the Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, the Applicant's duty to disclose continues throughout the term of this Agreement.

Section 10.14. CONFLICTS OF INTEREST.

A. The District represents that, after diligent inquiry, each local public official or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, has disclosed any conflicts of interest in obtaining or performing this Agreement and related activities, appropriately recused from any decisions relating to this Agreement when a disclosure has been made, and the performance of this Agreement will not create any appearance of impropriety. The District represents that it, the District's local public officials or local government officer, as those terms are defined in Chapters 171 and 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

B. The Applicant represents that, after diligent inquiry, each of its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, involved in the representation of the Applicant with the District has complied with the provisions of Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE. The Applicant represents that it and its agents, as defined in Chapter 176 of the TEXAS LOCAL GOVERNMENT CODE, have not given, nor intend to give, at any time hereafter, any future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant, employee, or representative of the other Party or the State of Texas in connection with this Agreement.

C. The District and the Applicant each separately agree to notify the other Party and the Comptroller immediately upon learning of any conflicts of interest.

Section 10.15. PROVISIONS SURVIVING EXPIRATION OR TERMINATION.

Notwithstanding the expiration or termination (by agreement, breach, or operation of time) of this Agreement, the provisions of this Agreement regarding payments (including liquidated damages and tax payments), reports, records, and dispute resolution of the Agreement shall survive the termination or expiration dates of this Agreement until the following occurs:

- A. all payments, including liquidated damage and tax payments, have been made;
- B. all reports have been submitted;
- C. all records have been maintained in accordance with Section 8.6.A; and
- D. all disputes in controversy have been resolved.

Section 10.16. FACSIMILE OR ELECTRONIC DELIVERY.

A. This Agreement may be duly executed and delivered in person, by mail, or by facsimile or other electronic format (including portable document format (pdf) transmitted by e- mail). The executing Party must promptly deliver a complete, executed original or counterpart of this Agreement to the other executing Parties. This Agreement shall be binding on and enforceable against the executing Party whether or not it delivers such original or counterpart.

B. Delivery is deemed complete as follows:

- i. When delivered if delivered personally or sent by express courier service;
- ii. Three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- iii. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- iv. When the recipient, by an e-mail sent to the e-mail address for the executing Parties acknowledges having received that e-mail (an automatic “read receipt” does not constitute acknowledgment of an e-mail for delivery purposes).


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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 26th day of September, 2022.

CHEVRON PHILLIPS CHEMICAL GULF COAST LLC

WEST ORANGE-COVE CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

BY:  *SWB*
NAME: Mark A. Amelate
TITLE: Vice President

BY: 
LINDA PLATT-BRYANT
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

BY: 
TRICIA STROUD
SECRETARY, BOARD OF TRUSTEES

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

At the time of the Application Approval Date, pursuant to Chapter 312 of the TEXAS TAX CODE, the West Orange-Cove Independent School District Board of Trustees created the *Chevron Phillips Chemical Company LP Reinvestment Zone*. The *Chevron Phillips Chemical Company LP Reinvestment Zone* is described by reference to the parcels of land identified on the appraisal records of the Orange County Appraisal District by the following accounts:

R24181
R24123
R23997
R13324
R24343
R311243
R13756
R12869
R14461
R14426
R13805
R14477

The Orange County Appraisal District real property account information and related map for the above-listed account numbers is attached as the following pages of this **EXHIBIT 1**.

11 f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size



Amendment No. 2 West Orange Cove Cisd No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R14477 For Year
2018
View Map
Print

Property Details

Account	
Property ID:	R14477
Legal Description:	ABST. 16 S. JETT TR 163
Geographic ID:	000016-019001
Agent Code:	
Type:	Real Property
Location	
Address:	
Map ID:	
Neighborhood CD:	16
Owner	
Owner ID:	0068091
Name:	SABINE RIVER AUTHORITY OF TEXAS
Mailing Address:	PO BOX 579 ORANGE, TX 77631-0579
% Ownership:	100.0%
Exemptions:	EX - Exempt Property For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	
Ag Use Value:	\$0
Appraised Value:	
Homestead Cap Loss:	\$0
Assessed Value:	
\$0	

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction
Back to Top

Entity	Description	Market Value	Taxable Value
CAD	Appraisal District	\$0	\$0
D02	Orange County Drainage District	\$0	\$0
L03	County of Orange Lateral Road	\$0	\$0
P01	Orange County Navigation & Port District	\$0	\$0
S05	West Orange-Cove Cisd	\$0	\$0
X40	County of Orange	\$0	\$0

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R24181 For Year

2019

View Map

Print

Property Details

Account	
Property ID:	R24181
Legal Description:	277 ABST. 277 E. C. HALL, TRACT 006, ACRES 25.58, (UND INT) ***HWY PATROL PASTURE***
Geographic ID:	000277-000601
Agent Code:	
Type:	Real Property
Location	
Address:	
Map ID:	
Neighborhood CD:	277
Owner	
Owner ID:	0010522
Name:	BROWN, E. W., JR. PROPERTIES
Mailing Address:	c/o: E W BROWN JR PROPERTIES Attn: Rocky Arrell - Agent P.O. Box 959 Cuero, TX 77954-0959
% Ownership:	94.1%
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$89,529
Market Value:	\$89,529
Ag Use Value:	\$2,253
Appraised Value:	\$89,529
Homestead Cap Loss:	\$0
Assessed Value:	\$2,253

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Back to Top

Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$84,264	\$2,119
CAD	Appraisal District	\$84,264	\$2,119
D02	Orange County Drainage District	\$84,264	\$2,119
L03	County of Orange Lateral Road	\$84,264	\$2,119
P01	Orange County Navigation & Port District	\$84,264	\$2,119
S05	West Orange-Cove CISD	\$84,264	\$2,119
X40	County of Orange	\$84,264	\$2,119

Property Improvement - Building

Back to Top

Amendment No. 2 West Orange Cove Cisd No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property Details		Property Values	
Account		Improvement Homesite Value: \$8,760	
Property ID:	R24123	Improvement Non-Homesite Value: \$0	
Legal Description:	277 ABST. 277 E. G. HALL, TRACT 005, ACRES 6.842, LIFE ESTATE	Land Homesite Value: \$0	
Geographic ID:	000277-000551	Land Non-Homesite Value: \$0	
Agent Code:		Agricultural Market Valuation: \$23,947	
Type:	Real Property		
Location		Market Value: \$32,707	
Address:		Ag Use Value: \$602	
Map ID:			
Neighborhood CD:	277	Appraised Value: \$32,707	
Owner		Homestead Cap Loss: \$0	
Owner ID:	0084033		
Name:	WILLEY, ERNEST H.	Assessed Value: \$9,362	
Mailing Address:	1610 FOREMAN RD ORANGE, TX 77630-6886		
% Ownership:	100.0%		
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.		

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction Back to Top			
Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$32,707	\$9,362
CAD	Appraisal District	\$32,707	\$9,362
D02	Orange County Drainage District	\$32,707	\$9,362
L03	County of Orange Lateral Road	\$32,707	\$9,362
P01	Orange County Navigation & Port District	\$32,707	\$9,362
S05	West Orange-Cove Cisd	\$32,707	\$9,362
X40	County of Orange	\$32,707	\$9,362

Property Improvement - Building Back to Top					
Type: Miscellaneous State Code: E1 Value: \$8,760					
Type	Description	Class CD	Year Built	SQFT	Segment Value
CPT3	Carport, Dirt	R2		680.00	\$1,500
CPT3	Carport, Dirt	R2		450.00	\$500
STG1	Storage, Lump Sum			400.00	\$1,000
STG1	Storage, Lump Sum			900.00	\$600
CPT3	Carport, Dirt			600.00	\$300
CPT3	Carport, Dirt			1,800.00	\$4,860

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R23997 For Year 2018 [View Map](#) [Print](#)

[Map](#) [DISCLAIMER](#)

Property Details

Account	
Property ID:	R23997
Legal Description:	277 ABST. 277 E. C. HALL, TRACT 005A, ACRES 5.569
Geographic ID:	000277-000555
Agent Code:	
Type:	Real Property
Location	
Address:	1706 FOREMAN RD, Orange, TX
Map ID:	
Neighborhood CD:	277
Owner	
Owner ID:	00040469
Name:	THE CHEMOURS COMPANY FC, LLC
Mailing Address:	C/O ROBERT A. SCOTT, CORPORATE TAX DEPARTMENT 1007 MARKET ST WILMINGTON, DE 19898-1100
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$177,403
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$25,692
Agricultural Market Valuation:	\$0
Market Value:	\$203,095
Ag Use Value:	\$0
Appraised Value:	\$203,095
Homestead Cap Loss:	\$0
Assessed Value:	\$203,095

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction [Back to Top](#)

Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$203,095	\$203,095
CAD	Appraisal District	\$203,095	\$203,095
D02	Orange County Drainage District	\$203,095	\$203,095
L03	County of Orange Lateral Road	\$203,095	\$203,095
P01	Orange County Navigation & Port District	\$203,095	\$203,095
S05	West Orange-Cove CISD	\$203,095	\$203,095
X40	County of Orange	\$203,095	\$203,095

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R13324 For Year 2018

[View Map](#) [Print](#)

Property Details

Account	
Property ID:	R13324
Legal Description:	12 ABST. 12 JOHN HARMON, TRACT 154, ACRES 7.009, LIFE ESTATE
Geographic ID:	000012-018501
Agent Code:	
Type:	Real Property
Location	
Address:	
Map ID:	
Neighborhood CD:	12
Owner	
Owner ID:	0084033
Name:	WILLEY, ERNEST H.
Mailing Address:	1610 FOREMAN RD ORANGE, TX 77630-6886
% Ownership:	100.0%
Exemptions:	AG - Agriculture Use <small>For privacy reasons not all exemptions are shown online.</small>

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$28,532
Market Value:	\$28,532
Ag Use Value:	\$617
Appraised Value:	\$28,532
Homestead Cap Loss:	\$0
Assessed Value:	\$617

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Property Taxing Jurisdiction

Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$28,532	\$617
CAD	Appraisal District	\$28,532	\$617
D02	Orange County Drainage District	\$28,532	\$617
L03	County of Orange Lateral Road	\$28,532	\$617
P01	Orange County Navigation & Port District	\$28,532	\$617
S05	West Orange-Cove CISD	\$28,532	\$617
X40	County of Orange	\$28,532	\$617

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R24343 For Year 2018
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Map
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Property Details

Account	
Property ID:	R24343
Legal Description:	277 ABST. 277 E. C. HALL, TRACT 005, ACRES 1, LIFE ESTATE
Geographic ID:	000277-000501
Agent Code:	
Type:	Real Property
Location	
Address:	1610 FOREMAN RD, Orange, TX
Map ID:	
Neighborhood CD:	277
Owner	
Owner ID:	0084033
Name:	WILLEY, ERNEST H.
Mailing Address:	1610 FOREMAN RD ORANGE, TX 77630-6886
% Ownership:	100.0%
Exemptions:	HS - Homestead For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$58,383
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$7,500
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	\$65,883
Ag Use Value:	\$0
Appraised Value:	\$65,883
Homestead Cap Loss:	\$0
Assessed Value:	\$65,883

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Property Taxing Jurisdiction

Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$65,883	\$37,706
CAD	Appraisal District	\$65,883	\$65,883
D02	Orange County Drainage District	\$65,883	\$27,706
L03	County of Orange Lateral Road	\$65,883	\$27,706
P01	Orange County Navigation & Port District	\$65,883	\$27,706
S05	West Orange-Cove CISD	\$65,883	\$17,706
X40	County of Orange	\$65,883	\$27,706

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)*

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

[Map](#)
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Property Details

Account	
Property ID:	R311243
Legal Description:	12 ABST. 12 JOHN HARMON, TRACT 142A, ACRES 20
Geographic ID:	000012-017432
Agent Code:	
Type:	Real Property
Location	
Address:	FM 105 & FOREMAN RD, ORANGE, TX
Map ID:	
Neighborhood CD:	12
Owner	
Owner ID:	O0031043
Name:	WILLEY, SAMUEL LINDSEY
Mailing Address:	1610 FOREMAN RD ORANGE, TX 77630-6886
% Ownership:	100.0%
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$100,000
Market Value:	\$100,000
Ag Use Value:	\$1,760
Appraised Value:	\$100,000
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$1,760

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Property Taxing Jurisdiction

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Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$100,000	\$1,760
CAD	Appraisal District	\$100,000	\$1,760
D02	Orange County Drainage District	\$100,000	\$1,760
L03	County of Orange Lateral Road	\$100,000	\$1,760
P01	Orange County Navigation & Port District	\$100,000	\$1,760
S05	West Orange-Cove CISD	\$100,000	\$1,760
X40	County of Orange	\$100,000	\$1,760

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)*

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R13756 For Year

2018

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Property Details

Account	
Property ID:	R13756
Legal Description:	12 ABST. 12 JOHN HARMON, TRACT 142, ACRES 59.73, (UND INT) ***CATFISH-DONNER/RACETRACK***
Geographic ID:	D00012-017402
Agent Code:	
Type:	Real Property
Location	
Address:	
Map ID:	
Neighborhood CD:	12
Owner	
Owner ID:	0010522
Name:	BROWN, E. W., JR. PROPERTIES
Mailing Address:	c/o: E W BROWN JR PROPERTIES Attn: Rocky Amell - Agent P.O. Box 959 Cuero, TX 77954-0959
% Ownership:	43.8%
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$257,054
Market Value:	\$257,054
Ag Use Value:	\$5,255
Appraised Value:	\$257,054
Homestead Cap Loss:	\$0
Assessed Value:	\$5,255

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Property Taxing Jurisdiction

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Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$112,652	\$2,303
CAD	Appraisal District	\$112,652	\$2,303
D02	Orange County Drainage District	\$112,652	\$2,303
L03	County of Orange Lateral Road	\$112,652	\$2,303
P01	Orange County Navigation & Port District	\$112,652	\$2,303
S05	West Orange-Cove CISD	\$112,652	\$2,303
X40	County of Orange	\$112,652	\$2,303

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Map
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Property Details

Account	
Property ID:	R12869
Legal Description:	12 ABST. 12 JOHN HARMON, TRACT 142A, ACRES 80.41, (HWY PATROL-HARMON SURVEY)
Geographic ID:	000012-017501
Agent Code:	
Type:	Real Property
Location	
Address:	FM 105 & HWY 87
Map ID:	
Neighborhood CD:	12
Owner	
Owner ID:	0009818
Name:	EVENTUS PROPERTIES, LP
Mailing Address:	2450 LOUISIANA ST STE 400-827 HOUSTON, TX 77006-2318
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$281,435
Market Value:	\$281,435
Ag Use Value:	\$14,152
Appraised Value:	\$281,435
Homestead Cap Loss:	\$0
Assessed Value:	\$14,152

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Property Taxing Jurisdiction
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Entity	Description	Market Value	Taxable Value
C12	City of Orange	\$281,435	\$14,152
CAD	Appraisal District	\$281,435	\$14,152
D02	Orange County Drainage District	\$281,435	\$14,152
L03	County of Orange Lateral Road	\$281,435	\$14,152
P01	Orange County Navigation & Port District	\$281,435	\$14,152
S05	West Orange-Cove CISD	\$281,435	\$14,152
X40	County of Orange	\$281,435	\$14,152

Amendment No. 2 West Orange Cove CSD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R14461 For Year
2018
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Property Details

Account	
Property ID:	R14461
Legal Description:	16 ABST. 16 STEPHEN JETT, TRACT 155, ACRES 156.741
Geographic ID:	000016-017401
Agent Code:	
Type:	Real Property

Location

Address:	DUPONT DR, Orange, TX
Map ID:	
Neighborhood CD:	16

Owner

Owner ID:	O0046616
Name:	RAILCAR REALTY - TX, LLC
Mailing Address:	Attn: DON SHAVER 3405 W CARDINAL DR BEAUMONT, TX 77705-4415
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$163,705
Agricultural Market Valuation:	\$0
Market Value:	\$163,705
Ag Use Value:	\$0
Appraised Value:	\$163,705
Homestead Cap Loss:	\$0
Assessed Value:	\$163,705

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Property Taxing Jurisdiction

Entity	Description	Market Value	Taxable Value
CAD	Appraisal District	\$163,705	\$163,705
D02	Orange County Drainage District	\$163,705	\$163,705
IND12	Industrial District - City of Orange	\$163,705	\$163,705
L03	County of Orange Lateral Road	\$163,705	\$163,705
P01	Orange County Navigation & Port District	\$163,705	\$163,705
S05	West Orange-Cove CISD	\$163,705	\$163,705
X40	County of Orange	\$163,705	\$163,705

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)*

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R14426 For Year 2018
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Map

Property Details

Account	
Property ID:	R14426
Legal Description:	ABST. 16 S. JETT (PARISH PLACE & BALANCE) TR 116A
Geographic ID:	D00016-012721
Agent Code:	
Type:	Real Property
Location	
Address:	FOREMAN RD, Orange, TX
Map ID:	
Neighborhood CD:	16
Owner	
Owner ID:	O057771
Name:	ODOM, R. E.
Mailing Address:	PO BOX 458 ORANGE, TX 77631-0458
% Ownership:	100.0%
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$612,670
Market Value:	\$612,670
Ag Use Value:	\$23,936
Appraised Value:	\$612,670
Homestead Cap Loss:	\$0
Assessed Value:	\$23,936

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Property Taxing Jurisdiction

Entity	Description	Market Value	Taxable Value
CAD	Appraisal District	\$612,670	\$23,936
D02	Orange County Drainage District	\$612,670	\$23,936
L03	County of Orange Lateral Road	\$612,670	\$23,936
P01	Orange County Navigation & Port District	\$612,670	\$23,936
S05	West Orange-Cove CISD	\$612,670	\$23,936
X40	County of Orange	\$612,670	\$23,936


First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)*

Amendment No. 2 West Orange Cove CISD No. 1330, Chevron Phillips Chemical Company LP – 6/26/2019

Property ID: R13805 For Year 2018 [View Map](#) [Print](#)

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Property Details		Property Values	
Account		Improvement Homesite Value: \$0	
Property ID:	R13805	Improvement Non-Homesite Value: \$0	
Legal Description:	ABST. 16 STEPHEN JETT, TRACT 109A, ACRES 17.261	Land Homesite Value: \$0	
Geographic ID:	000016-011401	Land Non-Homesite Value: \$0	
Agent Code:		Agricultural Market Valuation: \$79,076	
Type:	Real Property		
Location		Market Value: \$79,076	
Address:	FOREMAN RD, Orange, TX	Ag Use Value: \$1,521	
Map ID:			
Neighborhood CD:	16	Appraised Value: \$79,076	
Owner		Homestead Cap Loss: \$0	
Owner ID:	00033887		
Name:	FISCHER, TROY L.	Assessed Value: \$1,521	
Mailing Address:	PO BOX 1109 WINNIE, TX 77665-1109		
% Ownership:	100.0%		
Exemptions:	AG - Agriculture Use <i>For privacy reasons not all exemptions are shown online.</i>		
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Property Taxing Jurisdiction Back to Top			
Entity	Description	Market Value	Taxable Value
CAD	Appraisal District	\$79,076	\$1,521
D02	Orange County Drainage District	\$79,076	\$1,521
L03	County of Orange Lateral Road	\$79,076	\$1,521
P01	Orange County Navigation & Port District	\$79,076	\$1,521
S05	West Orange-Cove CISD	\$79,076	\$1,521
X40	County of Orange	\$79,076	\$1,521

First Amended and Restated Agreement for Limitation on Appraised Value No. 1330
Between West Orange-Cove CISD and Chevron Phillips Chemical Gulf Coast LLC
September 26, 2022

*Texas Economic Development Act Agreement
Comptroller Form 50-826 (May 2015)*

EXHIBIT 2

DESCRIPTION AND LOCATION OF LAND

The unimproved land on which the project will be located is identified on the appraisal records of the Orange County Appraisal District by the account numbers listed on **EXHIBIT 1**.

The land is qualified property for purposes of the Application and this Agreement.

EXHIBIT 3

APPLICANT'S QUALIFIED INVESTMENT

The Applicant is evaluating the purchase of an approximately 1700-acre project site and the design and construction of a world-scale Ethylene Cracker, and two ethylene derivatives units. The Ethylene will be further processed at other units into polyethylene resin, which is used in products such as plastic pipe, merchandise bags, milk jugs, food and beverage containers, household chemicals and detergent bottles, pails and drums. This is a greenfield location, there are no existing manufacturing plants on the site. All assets will be built specifically for the support of the manufacturing project.

The proposed assets for which the tax limitation is sought will include a world-scale Ethylene Cracker unit, and two Ethylene Derivative Units, rail car storage in transit (SIT) yard used to store polyethylene produced on site by the project in rail cars until there are a sufficient number of full rail cars to be shipped (Note: a limitation is not being requested for rail cars), rail car interchange track used to manage polyethylene produced on site by the project, rail car staging track used to stage polyethylene produced on site by the project, rail car transload track used to store polyethylene produced on site by the project, and rail spurs (all rail track and spurs are for the SIT yard and to connect with existing rail lines for movement of the final product produced on site by the project by rail to customers), laboratory and laboratory equipment, along with all manufacturing process auxiliaries including but not limited to packaged systems (which are standalone systems or self-contained production systems necessary for the main units to operate – specifically industrialized gases that may be required to run the ethylene manufacturing process such as a small packaged system auxiliary nitrogen unit would be installed as part of the project to produce the nitrogen necessary for the Ethylene Cracker unit to operate), blowers and fans, dryers, furnaces, heat exchangers, electrical heaters, cyclones and screens, mixers, feeders, extruders, rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines within the project boundary, raw material pipelines within the project boundary, a yet undetermined number of storage tanks to be used exclusively for the holding of raw materials and intermediate products critical in the manufacturing process of the project, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, steam boilers, waste treatment facilities, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses for storage of spare parts inventories, raw material and utility distribution tanks and pipelines within the project boundary, flare, inter-plant piping, other chemical processing equipment constructed or installed to support the operations of the project, tie-ins, air compressors, electrical sub-stations, roads, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, railroad and truck racks, rail car loading and cleaning equipment, fire prevention and safety equipment.

All assets for which a proposed limitation is sought will be clearly within the project boundary identified for this manufacturing project. No limitation is being sought for any infrastructure, transportation or logistics assets outside such boundary.

The qualified investment and qualified property will also include any other necessary equipment to construct a fully functioning manufacturing plant and rail yard.

11 b) Qualified investment including location of tangible personal property to be placed in service during the qualifying time period and buildings to be constructed during the qualifying time period



EXHIBIT 4

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

The Applicant is evaluating the purchase of an approximately 1700-acre project site and the design and construction of a world-scale Ethylene Cracker, and two ethylene derivatives units. The Ethylene will be further processed at other units into polyethylene resin, which is used in products such as plastic pipe, merchandise bags, milk jugs, food and beverage containers, household chemicals and detergent bottles, pails and drums. This is a greenfield location, there are no existing manufacturing plants on the site. All assets will be built specifically for the support of the manufacturing project.

The proposed assets for which the tax limitation is sought will include a world-scale Ethylene Cracker unit, and two Ethylene Derivative Units, rail car storage in transit (SIT) yard used to store polyethylene produced on site by the project in rail cars until there are a sufficient number of full rail cars to be shipped (Note: a limitation is not being requested for rail cars), rail car interchange track used to manage polyethylene produced on site by the project, rail car staging track used to stage polyethylene produced on site by the project, rail car transload track used to store polyethylene produced on site by the project, and rail spurs (all rail track and spurs are for the SIT yard and to connect with existing rail lines for movement of the final product produced on site by the project by rail to customers), laboratory and laboratory equipment, along with all manufacturing process auxiliaries including but not limited to packaged systems (which are standalone systems or self-contained production systems necessary for the main units to operate – specifically industrialized gases that may be required to run the ethylene manufacturing process such as a small packaged system auxiliary nitrogen unit would be installed as part of the project to produce the nitrogen necessary for the Ethylene Cracker unit to operate), blowers and fans, dryers, furnaces, heat exchangers, electrical heaters, cyclones and screens, mixers, feeders, extruders, rotary valves, vessels, reactors, scales, trolleys and hoists pipe ways, utility service lines within the project boundary, raw material pipelines within the project boundary, a yet undetermined number of storage tanks to be exclusively used for the holding of raw materials and intermediate products critical in the manufacturing process of the project, compressors, drums, heat exchangers, pumps, filters piping, insulation, electrical switchgear, steam boilers, waste treatment facilities, transformers, instrumentation equipment, equipment and structural foundations and supports, control equipment and facilities, warehouses for storage of spare parts inventories, raw material and utility distribution tanks and pipelines within the project boundary, flare, inter-plant piping, other chemical processing equipment constructed or installed to support the operations of the project, tie-ins, air compressors, electrical sub-stations, roads, utilities (including all lines), flares, tankage, pipe connections, cooling towers, waste water units, control, administration and other plant buildings, water and sewer treatment facilities, railroad and truck racks, rail car loading and cleaning equipment, fire prevention and safety equipment.

All assets for which a proposed limitation is sought will be clearly within the project boundary identified for this manufacturing project. No limitation is being sought for any infrastructure, transportation or logistics assets outside such boundary.

The qualified investment and qualified property will also include any other necessary equipment to construct a fully functioning manufacturing plant and rail yard.

11 c) Qualified property including location of new buildings or new improvements



EXHIBIT 5
AGREEMENT SCHEDULE

	Year	Date of Appraisal	School Year	Tax Year	Summary Description
Deferral Period	Partial Deferral Year Beginning on the Application Approval Date (02/24/20)	January 1, 2020	2020-2021	2020	Start of Deferral Period beginning with the Application Approval Date (02/24/20). No limitation on appraised value. No Supplemental Payment owed.
	Deferral Year	January 1, 2021	2021-2022	2021	Deferral Period. No limitation on appraised value. No Supplemental Payment owed.
	Deferral Year	January 1, 2022	2022-2023	2022	Deferral Period. No limitation on appraised value. No Supplemental Payment owed.
Qualifying Time Period	1	January 1, 2023	2023-2024	2023	Start of Qualifying Time Period beginning on 01/01/2023. No limitation on appraised value. First year for computation of Annual Limit. Supplemental Payment calculated.
	2	January 1, 2024	2024-2025	2024	Qualifying Time Period and first year of \$30 million appraised value limitation. Supplemental Payment calculated.
Tax Limitation Period (10 Years)	3	January 1, 2024	2024-2025	2024	\$30 million appraised value limitation. Supplemental Payment calculated.
	4	January 1, 2025	2025-2026	2025	\$30 million appraised value limitation. Supplemental Payment calculated.
	5	January 1, 2026	2026-2027	2026	\$30 million appraised value limitation. Supplemental Payment calculated.
	6	January 1, 2027	2027-2028	2027	\$30 million appraised value limitation. Supplemental Payment calculated.
	7	January 1, 2028	2028-2029	2028	\$30 million appraised value limitation. Supplemental Payment calculated.
	8	January 1, 2029	2029-2030	2029	\$30 million appraised value limitation. Supplemental Payment calculated.
	9	January 1, 2030	2030-2031	2030	\$30 million appraised value limitation. Supplemental Payment calculated.
	10	January 1, 2031	2031-2032	2031	\$30 million appraised value limitation. Supplemental Payment calculated.
	11	January 1, 2032	2032-2033	2032	\$30 million appraised value limitation. Supplemental Payment calculated.
	12	January 1, 2033	2033-2034	2033	\$30 million appraised value limitation. Supplemental Payment calculated.
Maintain Viable Presence (5 Years)	13	January 1, 2034	2034-2035	2034	No limitation on appraised value. Applicant obligated to Maintain Viable Presence. Supplemental Payment calculated.
	14	January 1, 2035	2035-2036	2035	No limitation on appraised value. Applicant obligated to Maintain Viable Presence. Supplemental Payment calculated.
	15	January 1, 2036	2036-2037	2036	No limitation on appraised value. Applicant obligated to Maintain Viable Presence. Supplemental Payment calculated.

	Year	Date of Appraisal	School Year	Tax Year	Summary Description
	16	January 1, 2037	2037-2038	2037	No limitation on appraised value. Applicant obligated to Maintain Viable Presence. No Supplemental Payment owed.
	17	January 1, 2038	2038-2039	2038	No limitation on appraised value. Applicant obligated to Maintain Viable Presence. No Supplemental Payment owed.