

APPLICATION FOR TAX CREDIT ON QUALIFIED PROPERTY (Chapter 313, Subchapter D, Tax Code)

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------|--|--|
| School district name Port Neches - Groves Independent School District | Phone (area code and number) 409-835-8516 | | | | | | | | | | | | |
| Address 620 Avenue C, Port Neches, TX 77651 | Application filing date August 30, 2005 | | | | | | | | | | | | |
| <p>This application is for credit for taxes paid on the portion of value in excess of the value limit under Chapter 313, Subchapter B or C, Tax Code, in the two-year qualifying period. You must file this completed application with the school district before September 1 of the year immediately following the second year of the qualifying time period under Subchapter B or C. The school board must determine eligibility of this application before the 90th day from the application filing date. Subject to certain limitations, the school's tax assessor will apply annually one-seventh of the credit to taxes imposed on the qualified property for a seven-year period beginning with the tax year after the date the school board approves the application.</p> | | | | | | | | | | | | | |
| Step 1: Corporation or limited liability company name and address | <p>Only corporations and limited liability companies that received an appraised value limitation under Chapter 313, Subchapter B or C, Tax Code, are eligible for this tax credit.</p> <p>Corporation or limited liability company's name: SABINA PETROCHEMICALS, LLC</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%;"> Mailing address: c/o Industrial Valuation Services, P.O. BOX 92108 </td> <td style="border: none; width: 25%;"> City, State: Austin, TX </td> <td style="border: none; width: 25%;"> ZIP code + 4: 78709 </td> </tr> <tr> <td style="border: none;"> Taxpayer I.D. Number (11 digits): 74-2997322 </td> <td colspan="2" style="border: none;"> Appraisal district account number: 530300-000/000010-00000, 530300-000/000030-00000 530300-000/000050-00000 </td> </tr> <tr> <td style="border: none;"> Name of person preparing this application: Elaine M Weitzel </td> <td colspan="2" style="border: none;"> Title: Agent </td> </tr> <tr> <td colspan="3" style="border: none;"> Phone (area code and number): 512-858-2373 </td> </tr> </table> | Mailing address: c/o Industrial Valuation Services, P.O. BOX 92108 | City, State: Austin, TX | ZIP code + 4: 78709 | Taxpayer I.D. Number (11 digits): 74-2997322 | Appraisal district account number: 530300-000/000010-00000, 530300-000/000030-00000 530300-000/000050-00000 | | Name of person preparing this application: Elaine M Weitzel | Title: Agent | | Phone (area code and number): 512-858-2373 | | |
| Mailing address: c/o Industrial Valuation Services, P.O. BOX 92108 | City, State: Austin, TX | ZIP code + 4: 78709 | | | | | | | | | | | |
| Taxpayer I.D. Number (11 digits): 74-2997322 | Appraisal district account number: 530300-000/000010-00000, 530300-000/000030-00000 530300-000/000050-00000 | | | | | | | | | | | | |
| Name of person preparing this application: Elaine M Weitzel | Title: Agent | | | | | | | | | | | | |
| Phone (area code and number): 512-858-2373 | | | | | | | | | | | | | |
| Step 2: Show tax credit amount | <p>What is the full amount of tax credit for which you are applying? The credit will be applied over a seven year period, but please show the total cumulative amount. \$ 3,506,099</p> | | | | | | | | | | | | |
| Step 3: Provide attachments and supplements | <p>Attach the following items to this application:</p> <ol style="list-style-type: none"> 1. A copy of the agreement between the applicant and the school district under Section 313.027 or 313.051, Tax Code. 2. A copy of receipts for taxes paid on qualified property during the first two years of the qualifying time period. | | | | | | | | | | | | |
| Step 4: Sign and date application | <p>By signing this application, you certify that this information is true and correct and that you are in full compliance with the terms of the attached agreement to the best of your knowledge and belief.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 15%; vertical-align: top;"> print here → </td> <td style="width: 60%; text-align: center;"> Elaine M Weitzel <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> </td> <td style="width: 25%;"></td> </tr> <tr> <td style="vertical-align: top;"> sign here → </td> <td style="text-align: center;">  <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> </td> <td style="vertical-align: top;"> August 30, 2005 <hr style="border: 0; border-top: 1px solid black;"/> <i>Date</i> </td> </tr> <tr> <td></td> <td style="text-align: center;"> On behalf of SABINA PETROCHEMICALS, LLC <hr style="border: 0; border-top: 1px solid black;"/> <i>Name of corporation/company</i> </td> <td style="vertical-align: top;"> Agent, #3820 <hr style="border: 0; border-top: 1px solid black;"/> <i>Title</i> </td> </tr> </table> | print here → | Elaine M Weitzel <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> | | sign here → |  <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> | August 30, 2005 <hr style="border: 0; border-top: 1px solid black;"/> <i>Date</i> | | On behalf of SABINA PETROCHEMICALS, LLC <hr style="border: 0; border-top: 1px solid black;"/> <i>Name of corporation/company</i> | Agent, #3820 <hr style="border: 0; border-top: 1px solid black;"/> <i>Title</i> | | | |
| print here → | Elaine M Weitzel <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> | | | | | | | | | | | | |
| sign here → |  <hr style="border: 0; border-top: 1px solid black;"/> <i>Authorized signature</i> | August 30, 2005 <hr style="border: 0; border-top: 1px solid black;"/> <i>Date</i> | | | | | | | | | | | |
| | On behalf of SABINA PETROCHEMICALS, LLC <hr style="border: 0; border-top: 1px solid black;"/> <i>Name of corporation/company</i> | Agent, #3820 <hr style="border: 0; border-top: 1px solid black;"/> <i>Title</i> | | | | | | | | | | | |

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

**SABINA PETROCHEMICALS, LLC
QUALIFIED TAX CREDIT
PORT NECHES - GROVES INDEPENDENT SCHOOL DISTRICT**

| | Paid ISD Taxes | Taxes on Limitation | Difference |
|-----------------------------------|---------------------------|--------------------------------|-------------------|
| 2004 | 1,936,907 | 489,990 | 1,446,917 |
| 2005 | 2,547,519 | 488,337 | 2,059,182 |
| Total Qualified Tax Credit | | | 3,506,099 |

B.6

**AMENDMENT
TO
AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

Under Section 4.4 of the Original Agreement, the Applicants undertook to guarantee a minimum amount of revenues to the District by guaranteeing that the appraised value of Applicants' Qualified Investment would equal or exceed a specified minimum for each of the first two years of the Original Agreement. The total taxable value of Applicants' Qualified Investment for the tax year 2003 is agreed by the Parties to be \$118,588,560.00, and the Parties have agreed that the minimum value guarantee provided for in Section 4.4 of the Original Agreement has been triggered. For the tax year 2003, the Applicants have agreed to pay to the District, on or before the date specified for such tax year in Section 3.6 of the Original Agreement, the amount of \$349,648.82 as a payment in lieu of taxation under Section 4.4 of the Original Agreement. Whereas, it was the original intent of the Parties that the District's guaranteed taxable value amount for the tax year 2004 be an incremental amount of taxable value that is \$100,000,000.00 above the taxable value of Applicants' Qualified Investment for the tax year 2003. The occurrence of the taxable value shortfall in the first year of the Original Agreement will have the effect of increasing the potential liability of the Applicants beyond the amount contemplated by the Parties and providing a potential double recovery to the District.

Section 4.4 of the Original Agreement was amended to read in its entirety as follows:

“Section 4.4. MATTERS RELATING TO GUARANTEE OF VALUES FOR INITIAL TWO YEARS

(a) With respect to the tax year 2003, on or before the date specified in Section 3.6 for such tax year, the District shall be entitled to receive, and the Applicants shall, jointly and severally, be obligated to pay, as a payment in lieu of taxation, the amount of Three Hundred Forty-Nine Thousand Six Hundred Forty-Eight and 82/100 Dollars (\$349,648.82).

(b) According to the information supplied by the Applicants, the taxable value of the Applicants' Qualified Investment will be at least \$218,588,560.00 for the tax year 2004. If for the tax year 2004 the taxable value of the Applicants' Qualified Investment fails to equal or exceed the taxable value specified for the tax year 2004 in the immediately preceding sentence, then the Applicants will be obligated to pay the District an additional payment in lieu of taxation. In order to compute the amount owed, if any, for the tax year 2004 under this Section 4.4(b), the actual taxable value of the Applicants' Qualified Investment for the tax year 2004 will be subtracted from the taxable value specified for the tax year 2004 in the first sentence of this Section 4.4(b). The difference will then be multiplied by the District's total (Maintenance and Operations plus Interest and Sinking Fund) tax rate for the tax year 2004. For the avoidance of any doubt, the Parties expressly acknowledge and agree that in applying the provisions of this Section 4.4(b) and determining the taxable value of Applicants' Qualified Investment, Applicants' Qualified Investment shall include all property that is (i) used wholly or partially for the control of pollution, and (ii) included in, or built or installed in connection with the building

or installation of, the Qualified Investment and/or the Qualified Property described in Exhibit 2 which is incorporated herein by reference for all purposes, if, and to the extent that, such pollution control property described in clauses (i) and (ii) of this sentence has been determined by the Jefferson County Appraisal District to be taxable property. Notwithstanding the foregoing provisions of this Section 4.4(b), to the extent the failure of the taxable value of the Applicants' Qualified Investment for the tax year 2004 to equal or exceed \$218,588,560.00 is caused by Force Majeure, the Applicants shall not be obligated to make any such payment or portion thereof to the District under this Section 4.4(b) to the extent such payment or portion thereof relates to such failure caused by Force Majeure, provided that the Applicants made commercially reasonable efforts to remedy the cause of such Force Majeure.”



August 30, 2005

VIA UPS TRACKING # 1Z F70 0X6 22 1000 9775

Port Neches – Groves Independent School District
620 Avenue C
Port Neches, TX 77651

RE: Sabina (Shell/BASF/Fina TriVenture)
Account # 530300-000-000010-00000, 530300-000-000030-00000,
530300-000-000050-00000

Dear Sirs:

Enclosed please find the Application for Tax Credit on Qualified Property to be filed on behalf of Sabina Petrochemicals, LLC.

If you should have any questions or concerns, feel free to contact our office at 512-858-2373. Thank you for your assistance.

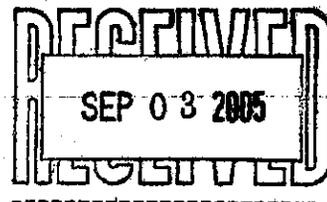
Sincerely,

INDUSTRIAL VALUATION SERVICES

A handwritten signature in cursive script, reading "Elaine M. Weitzel", is written over the typed name.

Elaine M Weitzel

Encls.



DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
LOCATED AT BASF-ATOPINA JV
HWY 336

Parcel Address: 0
Legal Acres: 0.0000

>--
Deposit No: 53013035
Validation No: 100848
Account No: 530308-008/000030-00000
Operator Code: CERT

Recmt Seq No: 211453
Receipt Date: 01/30/2004
Deposit Date: 02/02/2004
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Arty Paid | Total |
|------|----------------------|-----------|----------|---------------------|---------------|---------------|---------------------|
| 2003 | PT NECHES-GROVES ISD | 6,502,410 | 1.633300 | 106,203.86 | 0.00 | 0.00 | 106,203.86 |
| 2003 | NAVIGATION DISTRICT | 6,502,410 | 0.031868 | 2,072.19 | 0.00 | 0.00 | 2,072.19 |
| | | | | <u>\$108,276.05</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$108,276.05</u> |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|---------------------|
| Checks: | \$108,276.05 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| <u>Total Applied:</u> | <u>\$108,276.05</u> |
| Total Tendered: | \$108,276.05 |
| (for accounts paid on 01/30/2004) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT SABINA
 HWY 336

Parcel Address: 0
 Legal Acres: 0.0000

Deposit No: 53013035
 Validation No: 100847
 Account No: 530300-000/000010-00000
 Operator Code: CERT

Remit Seq No: 211452
 Receipt Date: 01/30/2004
 Deposit Date: 02/02/2004
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Arty Paid | Total |
|------|----------------------|-------------|----------|-----------------------|---------------|---------------|-----------------------|
| 2003 | FT NECHES-GROVES ISD | 104,322,440 | 1.633300 | 1,703,898.41 | 0.00 | 0.00 | 1,703,898.41 |
| 2003 | NAVIGATION DISTRICT | 104,322,440 | 0.031868 | 33,245.48 | 0.00 | 0.00 | 33,245.48 |
| | | | | \$1,737,143.89 | \$0.00 | \$0.00 | \$1,737,143.89 |

CHECK NUMBER(S):

PAYMENT TYPE:

Checks: \$1,737,143.89
 Cash: \$0.00
 Credit Cards: \$0.00
 E-Fund Trans: \$0.00
 Others: \$0.00
 Total Applied: \$1,737,143.89
 Total Tendered: \$1,737,143.89
 (for accounts paid on 01/30/2004)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
 UNKNOWN
 UNKNOWN

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT ATOFINA REFINERY
 HWY 336

Parcel Address: 0
 Legal Acres: 0.0000

> - -
 Deposit No: 53013035
 Validation No: 100849
 Account No: 530300-000/000050-00000
 Operator Code: CERT

Remit Seq No: 211454
 Receipt Date: 01/30/2004
 Deposit Date: 02/02/2004
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Atty Paid | Total |
|------|----------------------|-----------|----------|---------------------|---------------|---------------|---------------------|
| 2003 | PT NECHES-GROVES LSD | 7,763,710 | 1.633300 | 126,804.68 | 0.00 | 0.00 | 126,804.68 |
| 2003 | NAVIGATION DISTRICT | 7,763,710 | 0.031868 | 2,474.14 | 0.00 | 0.00 | 2,474.14 |
| | | | | <u>\$129,278.82</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$129,278.82</u> |

> - -
CHECK NUMBER(S):

PAYMENT TYPE:

Checks: \$129,278.82
 Cash: \$0.00
 Credit Cards: \$0.00
 E-Fund Trans: \$0.00
 Others: \$0.00
 Total Applied: \$129,278.82
 Total Tendered: \$129,278.82
 (for accounts paid on 01/30/2004)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

UNKNOWN
 UNKNOWN

(409) 835-8516

Page 1 of 1

TOTAL P.07

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT BASF-ATOPINA JV
 HWY 136

Parcel Address: 0
 Legal Acres: 0.0000

>--
 Deposit No: 54012607
 Validation No: 84581
 Account No: 330300-000/000030-00000
 Operator Code: CERT

Remit Seq No: 267671
 Receipt Date: 01/26/2005
 Deposit Date: 01/26/2005
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Atty Paid | Total |
|------|----------------------|-----------|----------|---------------------|--------------|--------------|---------------------|
| 2004 | PT NECHES-GROVES ISD | 8,581,240 | 1.627792 | 139,684.74 | 0.00 | 0.00 | 139,684.74 |
| | | | | <u>\$139,684.74</u> | <u>50.00</u> | <u>50.00</u> | <u>\$139,684.74</u> |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|---------------------|
| Checks: | \$139,684.74 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| Total Applied: | \$139,684.74 |
| Total Tendered: | \$139,684.74 |
| (for accounts paid on 01/26/2005) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:

UNKNOWN
 UNKNOWN

(409) 835-8516

Page 1 of 1

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
LOCATED AT SABINA
HWY 336

Parcel Address: 0
Legal Acres: 0.0000

Deposit No: 54012607
Validation No: 84580
Account No: 530300-000/000010-00000
Operator Code: CERT

Remit Seq No: 267670
Receipt Date: 01/26/2005
Deposit Date: 01/26/2005
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Arty Paid | Total |
|------|----------------------|-------------|----------|----------------------|--------------|---------------|-----------------------|
| 2004 | PT NECHES-GROVES ISD | 137,674,470 | 1.627792 | 2,241,054.01 | 0.00 | 0.00 | 2,241,054.01 |
| | | | | <u>52,241,054.01</u> | <u>50.00</u> | <u>\$0.00</u> | <u>\$2,241,054.01</u> |

CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|----------------|
| Checks: | \$2,241,054.01 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| Total Applied: | \$2,241,054.01 |
| Total Tendered: | \$2,241,054.01 |
| (for accounts paid on 01/26/2005) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:
SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:
PROCESS IMPROVEMENTS CIP 2003
LOCATED AT ATOFINA REFINERY
HWY 336
Parcel Address: 0
Legal Acres: 0.0000

>--
Deposit No: 54012607
Validation No: 84582
Account No: 530300-000/000050-00000
Operator Code: CERT

Remit Seq No: 267672
Receipt Date: 01/26/2005
Deposit Date: 01/26/2005
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Atty Paid | Total |
|------|----------------------|------------|----------|--------------|--------|-----------|--------------|
| 2004 | PT NECHES-GROVES ISD | 10,245,790 | 1.627792 | 166,780.15 | 0.00 | 0.00 | 166,780.15 |
| | | | | \$166,780.15 | \$0.00 | \$0.00 | \$166,780.15 |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|---------------------|
| Checks: | \$166,780.15 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| Total Applied: | \$166,780.15 |
| Total Tendered: | \$166,780.15 |
| (for accounts paid on 01/26/2005) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

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

STATE OF TEXAS §

COUNTY OF JEFFERSON §

THIS 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 among Port Neches-Groves Independent School District, a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code, Sabina Petrochemicals LLC, a Delaware limited liability company, ATOFINA Petrochemicals, Inc., a Delaware corporation, and BASF Corporation, a Delaware corporation (each a "Party" and collectively the "Parties"). Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

RECITALS

WHEREAS, on or before September 3, 2002, the Superintendent of Schools of the Port Neches-Groves Independent School District acting as agent of the Board of Trustees received an application from Sabina Petrochemicals LLC, on its own behalf and as agent for ATOFINA Petrochemicals, Inc., and BASF Corporation for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

WHEREAS, the Board of Trustees has acknowledged receipt of the Application along with the requisite application fee as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy; and,

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d); and,

WHEREAS, the Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026; and,

WHEREAS, the Board of Trustees has caused to be conducted an economic impact evaluation pursuant to Texas Tax Code § 313.026 and has carefully considered such evaluation and that of the Texas Comptroller's Office; and,

WHEREAS, the Application was reviewed by the Jefferson County Appraisal District established in this County pursuant to the authority of Texas Tax Code § 6.01; and,

WHEREAS, on December 10, 2002, 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; and,

WHEREAS, the Board of Trustees has made factual findings in accordance with the Texas Economic Development Act including, but not limited to, (i) written findings as to each criterion listed in Section 313.025(e) of the Texas Tax Code, and (ii) findings pursuant to Section 313.025(f) of the Texas Tax Code that the information in the Application is true and correct, that the Applicants are eligible for the limitation on the appraised value of the Applicants' qualified property, and that the granting of the Application and the District's entering into this Agreement are in the best interest of the District and the State;

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

ARTICLE I

AUTHORITY, TERM, DEFINITIONS, AND GENERAL PROVISIONS

Section 1.1. AUTHORITY

This Agreement is executed by the District as its written agreement with the Applicants pursuant to the provisions and authority granted to the District in § 313.027 of the Texas Tax Code.

Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective for the ad valorem property valuations of the qualified property and qualified investments made pursuant to this Agreement beginning with the tax appraisals to be made as of January 1, 2003, which shall be referred to as the commencement date. Unless sooner terminated as provided herein, the appraised value limitation granted by this Agreement shall terminate and have no further force or effect after the tax appraisal placed upon the Applicants' Qualified Investment as of January 1, 2012. The Parties specifically acknowledge that in accordance with Texas Tax Code § 313.027(f)(2) and Section 7.2, the Applicants are required to maintain a Viable Presence in the District for a period of three (3) years after the appraised value limitation granted by this Agreement terminates. The termination of this Agreement shall not (i) release any obligations, liabilities, rights and remedies arising out of any breach of, or failure to comply with, this Agreement occurring prior to such termination, (ii) affect the right of a Party to enforce the payment of any amount including any tax credit to which such Party was entitled before such termination or to which such Party became entitled as a result of an event that occurred before such termination, or (iii) affect the right of the Applicants to enforce the payment of any tax credits to which the Applicants are entitled for tax years after such termination. The Parties to this Agreement acknowledge that the reduction in the local ad valorem property

values shall not commence until the valuations made as of the second anniversary of the commencement date.

Except as otherwise provided herein, the tax years for which this Agreement is effective are as set forth below and set forth opposite each such tax year are the corresponding year in the term of this Agreement, the date of the appraised value determination for such tax year, and a summary description of certain provisions of this Agreement corresponding to such tax year (it being understood and agreed that such summary descriptions are for reference purposes only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement):

| Year of Agreement | Date of Appraisal | School Year | Tax Year | Summary Description of Provisions |
|-------------------|-------------------|-------------|----------|------------------------------------------------------------------------------------------------------------------|
| 1. | January 1, 2003 | 2003-04 | 2003 | No reduction in value. Tax credit in future years. |
| 2. | January 1, 2004 | 2004-05 | 2004 | No reduction in value. Tax credit in future years. |
| 3. | January 1, 2005 | 2005-06 | 2005 | \$ 30 million property value limitation. |
| 4. | January 1, 2006 | 2006-07 | 2006 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 5. | January 1, 2007 | 2007-08 | 2007 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 6. | January 1, 2008 | 2008-09 | 2008 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 7. | January 1, 2009 | 2009-10 | 2009 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 8. | January 1, 2010 | 2010-11 | 2010 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 9. | January 1, 2011 | 2011-12 | 2011 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 10. | January 1, 2012 | 2012-13 | 2012 | \$ 30 million property value limitation. Possible tax credit payment due to Applicants. |
| 11. | January 1, 2013 | 2013-14 | 2013 | No tax limitation. Possible tax credit due to Applicants. Applicants obligated to maintain viable presence if no |

| Year of Agreement | Date of Appraisal | School Year | Tax Year | Summary Description of Provisions |
|-------------------|-------------------|-------------|----------|-------------------------------------------------------------------------------------------------------------------------------------|
| | | | | early termination. |
| 12. | January 1, 2014 | 2014-15 | 2014 | No tax limitation. Possible tax credit due to Applicants. Applicants obligated to maintain viable presence if no early termination. |
| 13. | January 1, 2015 | 2015-16 | 2015 | No tax limitation. Possible tax credit due to Applicants. Applicants obligated to maintain viable presence if no early termination. |

Section 1.3. DEFINITIONS

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

"Act" means the Texas Economic Development Act set forth in Chapter 313, Texas Tax Code, as amended.

"Affiliate" of any specified person means any other person which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person. For the purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" means this Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operation Taxes, dated as of the date of execution hereof, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.5.

"Applicants" means Sabina Petrochemicals LLC, ATOFINA Petrochemicals, Inc., and BASF Corporation, the companies which, on or before September 3, 2002, filed an Application with the District for a Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. Where used in this Agreement, the term shall mean all of these firms jointly and severally. The term shall also include their assigns and successors in interest.

"Applicants' Qualified Investment" shall have the meaning assigned to such term in Section 2.3.

"*Applicants' Qualified Property*" shall mean the Land and other Qualified Property located on the Land.

"*Applicable School Finance Law*" means Chapters 41, 42, and 45 of the Texas Education Code, the Texas Economic Development Act (Chapter 313, Texas Tax Code), Title I, Texas Tax Code, Chapter 403, Subchapter M, Texas Government Code applicable to the District, and 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 of the above. The term also includes any amendments or successor statutes which may be adopted in the future which could impact or alter the calculation of the Applicants' ad valorem tax obligation to the District either with or without the limitation of property values made pursuant to this Agreement.

"*Application*" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, Texas Tax Code) filed with the District on or before September 3, 2002, by Sabina Petrochemicals LLC, on its own behalf and as agent for ATOFINA Petrochemicals, Inc., and BASF Corporation, together with any amendments thereto.

"*appraised value*" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"*ATOFINA Petrochemicals, Inc.*" means ATOFINA Petrochemicals, Inc., a Delaware corporation.

"*BASF Corporation*" means BASF Corporation, a Delaware corporation.

"*Board of Trustees*" means the governing body of the District.

"*Comptroller*" means the Texas Comptroller of Public Accounts.

"*Comptroller Rule 9.107*" means the applicable rules and regulations of the Comptroller set forth at 34 Texas Administrative Code § 9.107, together with any court or administrative decisions interpreting same.

"*County*" means Jefferson County, Texas.

"*District*" means the Port Neches-Groves Independent School District, a duly incorporated and operating independent 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 taxing jurisdiction over the Applicants' Qualified Property or the Applicants' Qualified Investment.

"*Force Majeure*" means a failure caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over any of the Applicants, the Applicants' Qualified Property or the

Applicants' Qualified Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicants' Qualified Property or the Applicants' Qualified Investment; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal, state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this Agreement shall require any of the Applicants to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver feedstock, raw materials, equipment, parts or material, or inability of any of the Applicants to ship or failure of carriers to transport to or from an Applicant's facilities of products (finished or otherwise), feedstock, raw materials, equipment, parts or material; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicants, respectively, have no reasonable control and which forbid or prevent performance.

"Jefferson County" means Jefferson County, Texas.

"Jefferson County Appraisal District" means the appraisal district established in Jefferson County pursuant to the authority of Section 6.01 of the Texas Tax Code.

"Land" shall have the meaning assigned to such term in Section 2.2.

"Maintenance and Operations Revenue" means:

i. Those revenues which the District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Texas Education Code § 45.002 and Article VII § 3 of the Texas Constitution.

Plus,

ii. All state revenues to which the District is or may be entitled under Chapter 42 of the Texas Education Code or any other related statutory provision as well as any amendment or successor statute to these provisions.

Less,

iii. Any amounts necessary to reimburse the State and/or another school district for the education of additional students pursuant to Chapter 41 of the Texas Education Code.

"market value" shall have the meaning assigned to such term in Section 1.04(7) of the Texas Tax Code.

"Party" and "Parties" shall have the respective meanings assigned to such terms in the introductory paragraph of this Agreement.

"Qualified Investment" means an investment that an owner proposes to build or install and that will qualify the owner for a limitation on the appraised value of qualified property. The term does not include land, but means:

(A) tangible personal property that is described as Section 1245 property by Internal Revenue Code of 1986, §1245(a), and that is first placed in service in Texas during the applicable qualifying time period that begins after December 31, 2001;

(B) tangible personal property that is first placed in service in Texas during the applicable qualifying time period that begins after December 31, 2001, and that is used in connection with the manufacturing, processing, or fabrication in a clean room environment of a semiconductor product. For purposes of this subparagraph, tangible personal property is neither required to be affixed to or incorporated into real property, nor required to be actually located in the clean room environment. Examples include, but are not limited to, integrated systems, fixtures, and piping; property that is necessary or adapted to reduce contamination or to control environmental conditions (e.g. airflow, temperature, humidity, or chemical purity) or to control manufacturing tolerances; and production equipment and machinery, moveable clean room partitions, and clean room lighting;

(C) a building or a permanent, non-removable component of a building that is built or constructed during the applicable qualifying time period that begins after December 31, 2001, and that houses tangible personal property described by subparagraph (A) or (B) of this paragraph; or

(D) any property that is described in subparagraphs (A)-(C) of this paragraph that is leased under a capitalized lease, but excludes any property that is leased under an operating lease.

"Qualified Property" means property that is used either as an integral part, or, as described in the Comptroller Rule 9.107(b)(6), as a necessary auxiliary part, in manufacturing, research and development, or renewable energy generation and consists of:

(A) a new building or other new improvement that does not exist before the date on which the owner applies for an appraised value limitation;

(B) land that is not subject to a tax abatement agreement into which a school district has entered under Tax Code, Chapter 312; and is located in an area that is designated as a reinvestment zone under Tax Code, Chapter 311 or Chapter 312, or as an enterprise zone under Government Code, Chapter 2303, on which the owner:

- (i) proposes to construct, erect, or affix a new building or new improvement that does not exist before the date on which the owner applies for an appraised value limitation; and,
- (ii) in connection with that new building or new improvement, also proposes to make at least the minimum amount of qualified investment required by Texas Property Tax Code §313.053; and,
- (iii) proposes to create at least 10 new jobs if the land is in a rural school district as defined by the Comptroller pursuant to 34 Tex. Admin. Code § 9.107(e)(1)(B), or at least 25 new jobs if the land is in a school district that is not a rural school district.

(C) tangible personal property that is either first placed in service in the new building or in or on the new improvement that did not exist before the date on which the owner applies for an appraised value limitation (unless the property is considered a semiconductor fabrication clean room or equipment under Tax Code, §151.318(q)) or first placed in service on the land on which that new building or new improvement is located, if the personal property is ancillary and necessary to the business that is conducted in that new building or in or on that new improvement. To qualify, tangible personal property may not be subject to a tax abatement agreement into which a school district has entered under Tax Code, Chapter 312.

"Sabina Petrochemicals LLC" means Sabina Petrochemicals LLC, a Delaware limited liability company.

"State" means the State of Texas.

"tax credit" means any tax credit from the District under the provisions of Subchapter D of the Act and Comptroller Rule 9.107(o), provided that the Applicants comply with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and Comptroller Rule 9.107(o)(2) before September 1, 2005.

"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).

"Tax Limitation Amount" means the maximum amount which may be placed as the appraised value on Qualified Property for tax years three (3) through ten (10) of this Agreement pursuant to Texas Tax Code § 313.054. That is, for each of the eight (8) tax years 2005, 2006, 2007, 2008, 2009, 2010, 2011, and 2012, the appraised value of the Applicants' Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed, and the Tax Limitation Amount shall be, the lesser of:

- (a) the market value of the Applicants' Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

"taxable value" shall have the meaning assigned to such term in Section 1.04(10) of the Texas Tax Code.

"Viable Presence" means (i) the operation of the Applicants' Qualified Investment, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered, and (ii) the retention of substantially the number of jobs, at substantially the average wage rate, set forth in the Application.

ARTICLE II

PROPERTY DESCRIPTION AND APPRAISED VALUE LIMITATION

Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT OR ENTERPRISE ZONE

The Applicants' Qualified Property upon which the Applicants' Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 311 or 312 of the Texas Tax Code or as an enterprise zone under Chapter 2303, Government Code. The metes and bounds description of the reinvestment or enterprise zone in which the Applicants' Qualified Property is located is attached to this Agreement as Exhibit 1 and is incorporated herein by reference for all purposes.

Section 2.2. LOCATION OF QUALIFIED PROPERTY

The location of the Applicants' Qualified Property upon which the Applicants' Qualified Investment will be located is described in the metes and bounds description which is attached to this Agreement as Exhibit 1 and is incorporated herein by reference for all purposes. The land described in such Exhibit 1 (the "Land") qualifies as Qualified Property under Section 313.021(2)(A) of the Texas Tax Code and Comptroller Rule 9.107(b)(6)(B) and the boundaries of the Land may not be changed from the configuration described on such Exhibit 1 without the express authorization of each of the Parties.

SECTION 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND/OR QUALIFIED PROPERTY

The Qualified Investment and/or Qualified Property which is subject to the Tax Limitation Amount is described in Exhibit 2 which is incorporated herein by reference for all purposes ("Applicant's Qualified Investment"). Other property of the Applicants which is not specifically described in Exhibit 2 shall not be considered by the District or the Jefferson County Appraisal District to be a part of Applicants' Qualified Investment for purposes of this Agreement, unless pursuant to Section 313.027(e) of the Texas Tax Code, the Board of Trustees, by official action, provides that such other property is a part of the Applicants' Qualified Investment for purposes of this Agreement.

SECTION 2.4. QUALIFYING USE

The Applicants' Qualified Investment described above in Section 2.3 will be used by the Applicants in connection with manufacturing and is eligible for a tax limitation agreement under Texas Tax Code § 313.024(b)(1) as a manufacturing facility.

SECTION 2.5. APPRAISED VALUE LIMITATION

Unless this Agreement has been terminated as provided herein before such tax year, for each of the eight (8) tax years 2005, 2006, 2007, 2008, 2009, 2010, 2011, and 2012, the appraised value of the Applicants' Qualified Investment for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

- (a) the market value of the Applicants' Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

ARTICLE III

PROTECTION AGAINST LOSS OF FUTURE DISTRICT MAINTENANCE AND OPERATIONS REVENUES

Section 3.1. INTENT OF THE PARTIES

Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the District shall, in addition to the receipt of payments in lieu of taxation as set forth below in Article IV, be compensated by the Applicants for any loss that the District incurs in its Maintenance and Operations Revenues as a result of the limitation on appraised value of the Applicants' Qualified Investment which is the subject of this Agreement. Subject to the limitations contained in this Agreement (including Section 5.1), the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicants and not by the District.

Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY PORT NECHES-GROVES ISD

Subject to the provisions of Article V, the amount to be paid by the Applicants to compensate the District for loss of revenues for each year during the term of this Agreement shall be determined in compliance with the Applicable School Law in effect for such year and according to the following formula:

The M & O amount owed by the Applicants to District =
Original M&O Revenue minus New M&O Revenue;

Where:

- i. Original M&O Revenue = the total state and local Maintenance & Operations Revenue that the District would have received for the school year had this Agreement not been entered into by the Parties and the full taxable value of the Applicants' Qualified Investment been subject to the District's ad valorem Maintenance & Operations tax. For purposes of this calculation, the tax collection rate on the Applicants' Qualified Property and/or the Applicants' Qualified Investment will be presumed to be one hundred percent (100%).
- ii. New M&O Revenue = the total State and local Maintenance & Operations Revenue that the District actually received for such school year.

In making the calculations required by this Section 3.2:

- iii. The taxable value of property for each school year will be determined under the Applicable School Law.
- iv. If the New M&O Revenue as calculated under this Section 3.2 exceeds the Original M&O Revenue as calculated under this Section 3.2, such excess will be subtracted from any amounts otherwise due to the District under Article IV with respect to such school year. In the event no amounts are otherwise due to the District under Article IV with respect to such school year, such excess will be regarded as zero.
- v. All calculations made for each of years 3 through 10 of this Agreement under Section 3.2 ii of this Agreement will reflect the Tax Limitation Amount for such year.

Section 3.3. CALCULATIONS TO BE MADE BY THIRD PARTY

All calculations under this Article III and any related calculations under Sections 4.1, 4.2, 4.3, and 5.1 shall be verified each year during the term of this Agreement by an

independent third party jointly approved each such year by the District and the Applicants. All calculations shall originally be based upon estimates and then will be adjusted to reflect "final" or "actual" data for the applicable year as the data becomes available.

Section 3.4. DATA USED FOR CALCULATIONS

The initial calculations for payments under this Agreement shall be based upon the information provided by the Jefferson County Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Property Tax Code § 26.01 on or about July 25 of each year of this Agreement. Student counts used in the calculations made pursuant to this Section 3.4 will be computed according to the methodologies set forth in the Applicable School Law and will be based upon the best available data submitted by the District. Immediately upon receipt of this information by the District, it will be transmitted to the independent third party selected under Section 3.3. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Article III. The data utilized by the third party will be adjusted from time to time to reflect subsequent adjustments by the Jefferson County Appraisal District to the District's tax roll or to reflect changes in student counts, tax collections, or other data kept in accordance with the Applicable School Law by the District.

Section 3.5. DELIVERY OF CALCULATIONS

For each year of this Agreement, the third party appointed pursuant to Section 3.3 shall forward to the Parties for their review a certification containing the calculations required by this Article III and Article V in sufficient detail to allow the Applicants to understand the manner in which the calculations were made. The calculations shall be completed on or before October 10 of each year. The third party shall simultaneously submit his or her invoice for fees for services rendered to the Parties, if any fees are being claimed. Such fees shall be reasonable and shall not exceed fees as are charged for similar services to school districts in the State of Texas.

Section 3.6. PAYMENT BY APPLICANTS

For each year for which this Agreement is effective, on or before the later of (i) October 31, and (ii) twenty-one (21) days after delivery of the certification described in Section 3.5 for such year, the Applicants shall pay the full amount determined to be due and owing to the District under this Article III and/or Articles IV and VI with respect to such year. By such date, the Applicants shall also pay any amount due to the independent third party approved under Section 3.3, as reflected on the invoice, if any, delivered by such third party under Section 3.5 with respect to such year. All amounts as calculated pursuant to Section 3.5 or due under Articles IV and VI and which are not received by such date will accrue penalty and interest, plus attorney's fees in the same manner as is calculated pursuant to Texas Tax Code §33.01, et seq.

Section 3.7. EFFECT OF PROPERTY VALUE APPEAL OR OTHER DATA ADJUSTMENT

In the event that the taxable value of the Applicants' Qualified Investment and/or the Applicants' Qualified Property is changed after an appeal of its valuation or is otherwise altered, or as student attendance or other final District-wide tax collection data becomes available, then once the determination of a data value becomes final, the calculations required by Section 3.2 will be recomputed by the third party using the new valuations or other new data and upon completion of the new calculations, the third party shall transmit same to the Parties; provided, however, that any such recomputations for one or more years during the term of this Agreement shall be made and delivered to the Parties no more than once each year during the term of this Agreement. Upon receipt of the new calculations, the Party or Parties owing funds to the other Parties or Party shall pay any amounts owed within thirty (30) days of receipt of such new calculations from the third party.

Section 3.8. EFFECT OF STATUTORY CHANGES

Subject to the limitations contained in this Agreement (including Section 5.1), in the event of changes in Applicable School Finance Law, the calculations made under this Article III and payments under this Article III and Article IV will be appropriately adjusted to reflect such changes for the year or years with respect to which such changes are effective.

ARTICLE IV

PAYMENTS IN LIEU OF TAXATION

Section 4.1. AMOUNTS EXCLUSIVE OF INDEMNITY AMOUNTS

In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article III, and as consideration for the execution of this Agreement by the District, the Applicants shall also be responsible for the payments in lieu of taxation set forth in Sections 4.2 and 4.3 of this Article IV. It is the express intent of the Parties that the obligation for payments in lieu of taxation under this Article IV are separate and independent of the obligation of the Applicants to pay the amounts described in Article III; provided, however, that payments under Article III and Sections 4.2 and Section 4.3 are in all respects subject to the limitations contained in Section 5.1.

Section 4.2. AMOUNT OF PAYMENTS IN LIEU OF TAXATION

With respect to each of the tax years 2006, 2007, 2008, 2009, 2010, 2011, and 2012, on the date specified in Section 3.6 for such tax year, and according to the schedule set forth in Section 4.3, the District shall be entitled to receive and the Applicants shall, jointly and severally, be obligated to pay as payments in lieu of taxation, the amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00). Such payments shall be

reduced to the extent provided in Section 3.2 iv and are subject to the limitations contained in Section 5.1.

Section 4.3. SCHEDULE OF PAYMENTS IN LIEU OF TAXATION

| <u>Tax Year</u> | <u>Payment in Lien of Taxation Before any Reduction Under Section 3.2 or 5.1</u> |
|-----------------|----------------------------------------------------------------------------------------------|
| 2006 | \$1,400,000.00 |
| 2007 | \$1,400,000.00 |
| 2008 | \$1,400,000.00 |
| 2009 | \$1,400,000.00 |
| 2010 | \$1,400,000.00 |
| 2011 | \$1,400,000.00 |
| 2012 | \$1,400,000.00 |

Section 4.4. GUARANTEE OF VALUES FOR INITIAL TWO YEARS

According to the information supplied by the Applicants, the appraised value of the Applicants' Qualified Investment will be at least \$140,000,000.00 and \$240,000,000.00 for the tax years 2003 and 2004, respectively. If for the tax year 2003 or 2004 the appraised value of the Applicants' Qualified Investment fails to equal or exceed the appraised value specified for such tax year in the immediately preceding sentence, then the Applicants will be obligated to pay the District an additional payment in lieu of taxation. In order to compute the amount owed for a tax year under this Section 4.4, the actual appraised value of the Applicants' Qualified Investment for such tax year will be subtracted from the appraised value specified for such tax year in the first sentence of this Section 4.4. The difference will then be multiplied by the District's total (Maintenance and Operations plus Interest and Sinking Fund) tax rate for the such tax year. Notwithstanding the foregoing provisions of this Section 4.4, to the extent the failure of the appraised value of the Applicants' Qualified Investment for the tax year 2003 or 2004, as the case may be, to equal or exceed \$140,000,000.00 or \$240,000,000.00, respectively, is caused by Force Majeure, the Applicants shall not be obligated to make any such payment or portion thereof to the District under this Section 4.4 to the extent such payment or portion thereof relates to such failure caused by Force Majeure, provided that the Applicants made commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 4.5. DUE DATE OF PAYMENTS

All amounts owed by the Applicants to the District for a tax year under this Article IV shall be paid on the same date established by Section 3.6 for such tax year.

ARTICLE V**ANNUAL LIMITATION OF PAYMENTS BY APPLICANTS****SECTION 5.1. ANNUAL LIMITATION AFTER FIRST TWO YEARS**

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each tax year during the term of this Agreement, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by the Applicants to the District for such tax year, plus the sum of all payments otherwise due from the Applicants to the District under Article III and Sections 4.2 and 4.3 with respect to such tax year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that the Applicants 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 III, 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 Applicants to the District under Article III and Sections 4.2 and 4.3 shall be reduced until such excess is eliminated.

Section 5.2. OPTION TO CANCEL AGREEMENT

In the event that any payment otherwise due from the Applicants to the District under Article III and/or Sections 4.2 and 4.3 with respect to a tax year is subject to reduction in accordance with the provisions of Section 5.1, above, then the Applicants shall have the option to terminate this Agreement. The Applicants may exercise such option to cancel this Agreement by notifying the District of their election in writing not later than the July 31 of the year next following the tax year with respect to which a reduction under Section 5.1 is applicable. Any cancellation of this Agreement under this Section 5.2 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.

ARTICLE VI**TAX CREDITS****Section 6.1. APPLICANTS' ENTITLEMENT TO TAX CREDITS**

The Applicants shall be entitled to tax credits from the District under and in accordance with the provisions of Subchapter D of the Act and Comptroller Rule 9.107(o), provided that the Applicants comply with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and Comptroller Rule 9.107(o)(2) before September 1, 2005.

Section 6.2. DISTRICT'S OBLIGATIONS WITH RESPECT TO TAX CREDITS

The District shall timely comply, and shall cause the District's collector of taxes to timely comply, with their obligations under Subchapter D of the Act and Comptroller Rule 9.107(o), including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code and Comptroller Rule 9.107(o)(3).

Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES

If after the Applicants have actually received the benefit of a tax credit under Section 6.1, the District does not receive aid from the State pursuant to Texas Education Code § 42.2515 or other similar or successor statute with respect to all or any portion of such tax credit for reasons other than the District's failure to comply with the requirements for obtaining such aid, then the District shall notify the Applicants in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicants shall pay to the District the amount of such tax credit for which the District did not receive such aid within thirty (30) calendar days after receipt of such notice, and such payment shall be subject to the same provisions for late payment as are set forth in Section 3.7. If the District receives aid from the State for all or any portion of a tax credit with respect to which the Applicants have made a payment to the District under this Section 6.3, then the District shall pay to the Applicants the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

ARTICLE VII

ADDITIONAL OBLIGATIONS OF APPLICANTS

Section 7.1. DATA REQUESTS

During the term of this Agreement, and upon the written request of the District or the Jefferson County Appraisal District, the Applicants shall provide the District or the Jefferson County Appraisal District, as the case may be, with all information reasonably necessary for the District or the Jefferson County Appraisal District, as the case may be, to determine whether the Applicants are in compliance with their obligations under this Agreement; provided, however, that nothing contained in this Agreement shall require any of the Applicants to provide the District or the Jefferson County Appraisal District with any technical or business information which is proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party.

Section 7.2. APPLICANTS' OBLIGATION TO MAINTAIN VIABLE PRESENCE

By entering into this Agreement, the Applicants agree that one or more of the Applicants or its or their Affiliates shall maintain a Viable Presence in the District for a period of three (3) years after the expiration of the appraised value limitation granted by this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Applicants shall not be in breach of, and shall not be subject to any liability for failure to comply with, its obligations under this Agreement to maintain a Viable Presence for

such three-year period during the time and to the extent such failure is caused by Force Majeure, provided the Applicants made commercially reasonable efforts to remedy the cause of such Force Majeure.

Section 7.3. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANTS

Except as otherwise permitted under Section 5.2, in the event that the Applicants terminate this Agreement without the consent of the District, or in the event that the Applicants or their respective successors in interest fail to comply with the terms of this Agreement or to meet any obligation under this Agreement, then the District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement (net of all credits under Section 7.4), together with the payment of a penalty or interest, or both, on that recaptured ad valorem tax revenue as provided in Section 7.5.

Section 7.4. CALCULATION OF BASE AMOUNT OF TAX OFFSET

For purposes of any recapture calculation made in the event of a breach by the Applicants, the Applicants shall be entitled to credit for all payments made to the District pursuant to Article III and for all payments made in lieu of taxation pursuant to Article IV. All such credit payments received by the District in a tax year shall be subtracted from the recaptured ad valorem tax revenue for such tax year before calculating any interest or penalty, or both, under Section 7.5.

Section 7.5. CALCULATION OF PENALTY AND INTEREST

In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement by the Applicants, the District shall first determine the base amount of recaptured taxes owed less all credits under Section 7.4 for each tax year during the term of this Agreement since the commencement date. For each tax year during the term of this Agreement since the commencement date, the District shall calculate penalty or interest for such tax year in accordance with the methodology set forth in Texas Tax Code §313.027(f)(3) and Chapter 33, Texas Property Tax Code as if the base amount of recaptured taxes calculated for such tax year less any credits under Section 7.4 above 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 Texas Tax Code § 33.01(a), or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Texas Tax Code § 33.01(c), or its successor statute. Notwithstanding the foregoing, penalties shall only be due to the extent it is determined that the breach of this Agreement by the Applicants was willful and without a good faith, reasonable belief by the Applicants that their action or omission constituting such breach was in compliance with this Agreement.

Section 7.6. DETERMINATION OF BREACH

Prior to making a determination that the Applicants have failed to maintain a Viable Presence in the District as required by Section 7.2 or has otherwise committed a breach of this Agreement, the District's administration shall provide the Applicants with

a written notice of the facts which it believes have caused the breach of this Agreement. After receipt of such notice, the Applicants shall have sixty (60) calendar days to cure such breach and/or to present any facts or arguments to the Board of Trustees showing that the Applicants are not in breach of their obligations under this Agreement.

If the Board of Trustees is not satisfied with such response and/or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to the Applicants, 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 Applicants 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 whether or not a breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that a breach has occurred and has not been cured, it shall also determine the amounts of recaptured taxes under Section 7.3 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 which are owed to the District.

After making its determination regarding any alleged breach, the Board of Trustees shall cause the Applicants to be notified in writing of its determination.

Section 7.7. DISTRICT'S REMEDIES AFTER DETERMINATION OF BREACH

After receipt of notice of the Board of Trustee's determination of a breach under Section 7.6, the Applicants shall have sixty (60) days in which either to tender payment, or to initiate mediation of the dispute by written notice to the District, in which case the District and the Applicants shall be required to make a good faith effort to resolve, without resort to litigation and within sixty (60) days after the Applicants' receipt of notice of the Board of Trustee's determination of breach under Section 7.6, 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 residing in Jefferson County. 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 Applicants 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.

In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such sixty (60) days, the District shall have the remedies for the collection of the amounts determined under Section 7.6 as are set forth in Texas Tax Code Chapter 33, Subchapters B and C, for the collection of delinquent taxes. In the event that the District successfully prosecutes legal proceedings under this section, the Applicants shall also be responsible for the payment of attorney's fees and a tax lien on the qualified property and investment pursuant to Texas Tax Code § 33.07 to the attorneys representing the District pursuant to Texas Tax Code § 6.30.

In any event where a dispute between the District and the Applicants under this Agreement cannot be resolved by the Parties, either the District or the Applicants may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party or Parties with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Information and Notices

Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice 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 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.

Notices to the District shall be addressed as follows:

Fort Neches-Groves ISD
 Attn: Dr. Jimmy Creel, Superintendent
 620 Avenue C
 Port Neches, Texas 77651
 Facsimile No.: (409) 724-7864

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

Notices to the Applicants shall be addressed to:

Sabina Petrochemicals, LLC
 C/O ATOFINA Petrochemicals, Inc.
 Attn: Manager of Ad Valorem Tax Department
 15710 JFK Boulevard
 Houston, Texas 77032
 Facsimile No.: (281) 227-5766

Exhibit 2

Description of Applicants' Qualified Investment

Process Units:

- Butadiene Unit
- Selective C4 Hydrogenation Unit
- Indirect Alkylation Unit
- Olefins Conversion Unit

Specific Support Facilities for Process Units:

- Utility/Support Facilities
- Raw Material/In-Process/Product Storage Facilities

Modifications to Adjacent Facilities to Support Process Units:

- Refinery Modifications
- Steam Cracker Modifications
- Tank Relocations
- Alkylate System
- Boiler Feed Water
- Raffinate/Isobutane Lines

40079375.12/0207712

2003-2004 TAX LEVY ORDINANCE AND RESOLUTION

AN ORDINANCE AND RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS, FOR THE FISCAL YEAR 2003-2004, AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

Whereas, the Board of Trustees of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT** finds that the tax for the fiscal year 2003-2004 hereinafter levied for current expenses of the District and the general education of students within said District and for the improvement of the District and its property must be levied to provide the revenue requirements of the budget for the ensuring year; and

WHEREAS, the Board of Trustees of said District further finds that the taxes for the fiscal year 2003-2004, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the District issued for school purposes, and on bonds proposed to be issued for such purposes during the ensuring year.

NOW, THEREFORE: BE IT ORDAINED AND RESOLVED by the Board of Trustees of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, that:

SECTION 1. For the current expense and maintenance of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT** and for carrying out of its educational function and for the general improvement and maintenance of its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2003-2004 on all property situated within the limits of the said **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, on January 1, 2003, and not exempt from taxation by valorem laws, an ad valorem tax at the rate of \$1.50 on the One Hundred (\$100.00) Dollars valuation of such property.

Section 2. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various school purposes and described in the schedule set out in this Section, including the various installments of principal falling due during the ensuring year on serial bonds issued for such purposes, and for the purpose of paying interest and making provision for the sinking fund on such bonds as may be issued for various school

purposes during the ensuing year, there is hereby levied and ordered to be assessed and collected for the fiscal year 2003-2004 on all property situated within the limits of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, on January 1, 2003, and not exempt from taxation by valid laws, an ad valorem tax for each of the issues of bonds and capital expenditures described in such schedule at the respective rates shown in the right hand column of such schedule opposite the descriptions of such issues, such rates being expressed in amounts of the One Hundred (\$100.00) dollars valuation of such property, the sum of said respective levies being \$0.1333 Cents on the One Hundred (\$100.00) dollars valuation of such property, said bond issues, and the amounts of the levies being as follows:

| Issue | Fiscal Year 2004 | | |
|--------------------------------------|------------------|----------|-----------|
| | Principal | Interest | Total |
| Unlimited Tax Schoolhouse Bonds 1996 | 1,000,000 | 720,000 | 1,720,000 |
| Unlimited Tax Schoolhouse Bonds 1997 | 500,000 | 361,875 | 861,875 |
| Unlimited Tax Schoolhouse Bonds 1998 | 500,000 | 355,625 | 855,625 |

Date Approved: August 12, 2003

PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS

By Grady Holder
President, Board of Trustees

ATTEST:

Dan McArthur
Secretary, Board of Trustees

2004-2005 TAX LEVY ORDINANCE AND RESOLUTION

AN ORDINANCE AND RESOLUTION FIXING AND LEVYING SCHOOL DISTRICT AD VALOREM TAXES FOR THE PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS, FOR THE FISCAL YEAR 2004-2005, AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF.

Whereas, the Board of Trustees of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT** finds that the tax for the fiscal year 2004-2005 hereinafter levied for current expenses of the District and the general education of students within said District and for the improvement of the District and its property must be levied to provide the revenue requirements of the budget for the ensuring year; and

WHEREAS, the Board of Trustees of said District further finds that the taxes for the fiscal year 2004-2005, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the District issued for school purposes, and on bonds proposed to be issued for such purposes during the ensuring year.

NOW, THEREFORE: BE IT ORDAINED AND RESOLVED by the Board of Trustees of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, that:

SECTION 1. For the current expense and maintenance of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT** and for carrying out of its educational function and for the general improvement and maintenance of its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2004-2005 on all property situated within the limits of the said **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, on January 1, 2004, and not exempt from taxation by valorem laws, an ad valorem tax at the rate of \$1.50 on the One Hundred (\$100.00) Dollars valuation of such property.

Section 2. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various school purposes and described in the schedule set out in this Section, including the various installments of principal falling due during the ensuring year on serial bonds issued for such purposes, and for the purpose of paying interest and making provision for the sinking fund on such bonds as may be issued for various school

purposes during the ensuing year, there is hereby levied and ordered to be assessed and collected for the fiscal year 2004-2005 on all property situated within the limits of the **PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS**, on January 1, 2004, and not exempt from taxation by valid laws, an ad valorem tax for each of the issues of bonds and capital expenditures described in such schedule at the respective rates shown in the right hand column of such schedule opposite the descriptions of such issues, such rates being expressed in amounts of the One Hundred (\$100.00) dollars valuation of such property, the sum of said respective levies being \$0.127792 Cents on the One Hundred (\$100.00) dollars valuation of such property, said bond issues, and the amounts of the levies being as follows:

| Issue | Fiscal Year 2004 | | |
|--------------------------------------|------------------|----------|-----------|
| | Principal | Interest | Total |
| Unlimited Tax Schoolhouse Bonds 1996 | 1,000,000 | 652,500 | 1,652,500 |
| Unlimited Tax Schoolhouse Bonds 1997 | 500,000 | 332,813 | 832,813 |
| Unlimited Tax Schoolhouse Bonds 1998 | 500,000 | 325,625 | 825,625 |

Date Approved: August 24, 2004

PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT OF JEFFERSON COUNTY, TEXAS

By: Grady Holder
President, Board of Trustees

ATTEST:

Danville C. C. C.
Secretary, Board of Trustees

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT BASF-ATOPINA JV
 HWY 356

Parcel Address: 0
 Legal Acres: 0.0000

>--
 Deposit No: 53013035
 Validation No: 100848
 Account No: 530300-000/080030-00000
 Operator Code: CERT

Remit Seq No: 211453
 Receipt Date: 01/30/2004
 Deposit Date: 02/02/2004
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Arty Paid | Total |
|------|----------------------|-----------|----------|--------------|--------|-----------|--------------|
| 2003 | PT NECHES-GROVES ISD | 6,502,410 | 1.633300 | 106,203.86 | 0.00 | 0.00 | 106,203.86 |
| 2003 | NAVIGATION DISTRICT | 6,502,410 | 0.031868 | 2,072.19 | 0.00 | 0.00 | 2,072.19 |
| | | | | \$108,276.05 | \$0.00 | \$0.00 | \$108,276.05 |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

Checks: \$108,276.05
 Cash: \$0.00
 Credit Cards: \$0.00
 E-Fund Trans: \$0.00
 Others: \$0.00
 Total Applied: \$108,276.05
 Total Tendered: \$108,276.05
 (for accounts paid on 01/30/2004)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
 UNKNOWN
 UNKNOWN

(409) 835-8516

Page 1 of 1

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT SABINA
 HWY 336

Parcel Address: 0
 Legal Acres: 0.0000

V - -
 Deposit No: 53013035
 Validation No: 100847
 Account No: 530300-000/000010-00000
 Operator Code: CERT

Remit Seq No: 211452
 Receipt Date: 01/30/2004
 Deposit Date: 02/02/2004
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Lovly Paid | P&I | Atty Paid | Total |
|------|----------------------|-------------|----------|---------------|-------|-----------|----------------|
| 2003 | FT NECHES-GROVES ISD | 104,322,440 | 1.633300 | 1,703,898.41 | 0.00 | 0.00 | 1,703,898.41 |
| 2003 | NAVIGATION DISTRICT | 104,322,440 | 0.031868 | 33,245.48 | 0.00 | 0.00 | 33,245.48 |
| | | | | 51,737,143.89 | 50.00 | 50.00 | \$1,737,143.89 |

V - -
CHECK NUMBER(S):

PAYMENT TYPE:

Checks: \$1,737,143.89
 Cash: \$0.00
 Credit Cards: \$0.00
 E-Fund Trans: \$0.00
 Others: \$0.00
 Total Applied: \$1,737,143.89
 Total Tendered: \$1,737,143.89
 (for accounts paid on 01/30/2004)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
 UNKNOWN
 UNKNOWN

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
 JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
 1149 PEARL ST
 BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
 % INDUSTRIAL VALUATION SERVICE
 P O BOX 92108
 AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
 LOCATED AT ATOFINA REFINERY
 HWY 336

Parcel Address: 0
 Legal Acres: 0.0000

Deposit No: 53013035
 Validation No: 100849
 Account No: 530300-000/000050-00000
 Operator Code: CERT

Remit Seq No: 211454
 Receipt Date: 01/30/2004
 Deposit Date: 02/02/2004
 Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Atty Paid | Total |
|------|----------------------|-----------|----------|---------------------|---------------|---------------|---------------------|
| 2003 | PT NECHES-GROVES ISD | 7,763,710 | 1.633300 | 126,804.68 | 0.00 | 0.00 | 126,804.68 |
| 2003 | NAVIGATION DISTRICT | 7,763,710 | 0.031868 | 2,474.14 | 0.00 | 0.00 | 2,474.14 |
| | | | | <u>\$129,278.82</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$129,278.82</u> |

CHECK NUMBER(S):

PAYMENT TYPE:

Checks: \$129,278.82
 Cash: \$0.00
 Credit Cards: \$0.00
 E-Fund Trans: \$0.00
 Others: \$0.00
 Total Applied: \$129,278.82
 Total Tendered: \$129,278.82
 (for accounts paid on 01/30/2004)
 Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

UNKNOWN
 UNKNOWN

(409) 835-8516

Page 1 of 1

TOTAL P. 07

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
LOCATED AT BASF-ATOFINA JV
HWY 336

Parcel Address: 0
Legal Acres: 0.0000

>--
Deposit No: 54012607
Validation No: 84581
Account No: 530300-000/000030-00000
Operator Code: CERT

Remit Seq No: 267671
Receipt Date: 01/26/2005
Deposit Date: 01/26/2005
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Atty Paid | Total |
|------|----------------------|-----------|----------|---------------------|--------------|--------------|---------------------|
| 2004 | PT NECHES-GROVES ISD | 8,581,240 | 1.627792 | 139,684.74 | 0.00 | 0.00 | 139,684.74 |
| | | | | <u>\$139,684.74</u> | <u>50.00</u> | <u>50.00</u> | <u>\$139,684.74</u> |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|---------------------|
| Check: | \$139,684.74 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| Total Applied: | \$139,684.74 |
| Total Tendered: | \$139,684.74 |
| (for accounts paid on 01/26/2005) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

(409) 835-8516

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:

SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:

PROCESS IMPROVEMENTS CIP 2003
LOCATED AT SABINA
HWY 336

Parcel Address: 0
Legal Acres: 0.0000

>--
Deposit No: 54012607
Validation No: 84580
Account No: 530300-000/000010-00000
Operator Code: CERT

Remit Seq No: 267670
Receipt Date: 01/26/2005
Deposit Date: 01/26/2005
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&I | Attr Paid | Total |
|------|----------------------|-------------|----------|-----------------------|---------------|---------------|-----------------------|
| 2004 | PT NECHES-GROVES 1SD | 137,674,470 | 1.627792 | 2,241,054.01 | 0.00 | 0.00 | 2,241,054.01 |
| | | | | <u>\$2,241,054.01</u> | <u>\$0.00</u> | <u>\$0.00</u> | <u>\$2,241,054.01</u> |

>--
CHECK NUMBER(S):

PAYMENT TYPE:

| | |
|-----------------------------------|-----------------------|
| Checks: | \$2,241,054.01 |
| Cash: | \$0.00 |
| Credit Cards: | \$0.00 |
| E-Fund Trans: | \$0.00 |
| Others: | \$0.00 |
| Total Applied: | \$2,241,054.01 |
| Total Tendered: | \$2,241,054.01 |
| (for accounts paid on 01/26/2005) | |
| Change Paid: | \$0.00 |

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

DUPLICATE TAX RECEIPT



MIRIAM K. JOHNSON, RTA
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
1149 PEARL ST
BEAUMONT, TX 77701

Certified Owner:
SABINA PETROCHEMICALS LLC
% INDUSTRIAL VALUATION SERVICE
P O BOX 92108
AUSTIN, TX 78709-0000

Legal Description:
PROCESS IMPROVEMENTS CIP 2003
LOCATED AT ATOFINA REFINERY
HWY 336

Parcel Address: 0
Legal Acres: 0.0000

Deposit No: 54012607
Validation No: 84582
Account No: 530300-000/000050-00000
Operator Code: CERT

--- <
Remit Seq No: 267672
Receipt Date: 01/26/2005
Deposit Date: 01/26/2005
Print Date: 08/29/2005

| Year | Tax Unit Name | Tax Value | Tax Rate | Levy Paid | P&Y | Atty Paid | Total |
|------|----------------------|------------|----------|--------------|--------|-----------|--------------|
| 2004 | PT NECHES-GROVES ISD | 10,245,790 | 1.627792 | 166,780.15 | 0.00 | 0.00 | 166,780.15 |
| | | | | \$166,780.15 | \$0.00 | \$0.00 | \$166,780.15 |

CHECK NUMBER(S):

--- <
PAYMENT TYPE:
Checks: \$166,780.15
Cash: \$0.00
Credit Cards: \$0.00
E-Fund Trans: \$0.00
Others: \$0.00
Total Applied: \$166,780.15
Total Tended: \$166,780.15
(for accounts paid on 01/26/2005)
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
UNKNOWN
UNKNOWN

JEFFERSON COUNTY
APPRAISAL DISTRICT
P O Box 21337
Beaumont TX 77720
409-840-9914
Fax: 409-727-5621

facsimile transmittal

Date: 5-1-09

To: Molley Hanley 512-494-9919
omd

From: Records

Re: _____ Pages: 2

- Urgent
- For Review
- Please Comment
- Please Reply
- Please Recycle

| ACCOUNT NO | 2003 | 2004 | 2005 | 2006 | 2007 |
|---------------------------|-------------|-------------|-------------|-------------|-------------|
| 530300-000-000010-00000-2 | 104,322,440 | 137,674,470 | 190,959,970 | 198,352,400 | 198,352,400 |
| 530300-000-000030-0000-0 | 6,502,410 | 8,581,240 | 11,902,520 | 12,363,290 | 15,147,600 |
| 530300-000-000050-0000-8 | 7,763,710 | 10,245,790 | 14,211,310 | 14,761,450 | 18,085,800 |