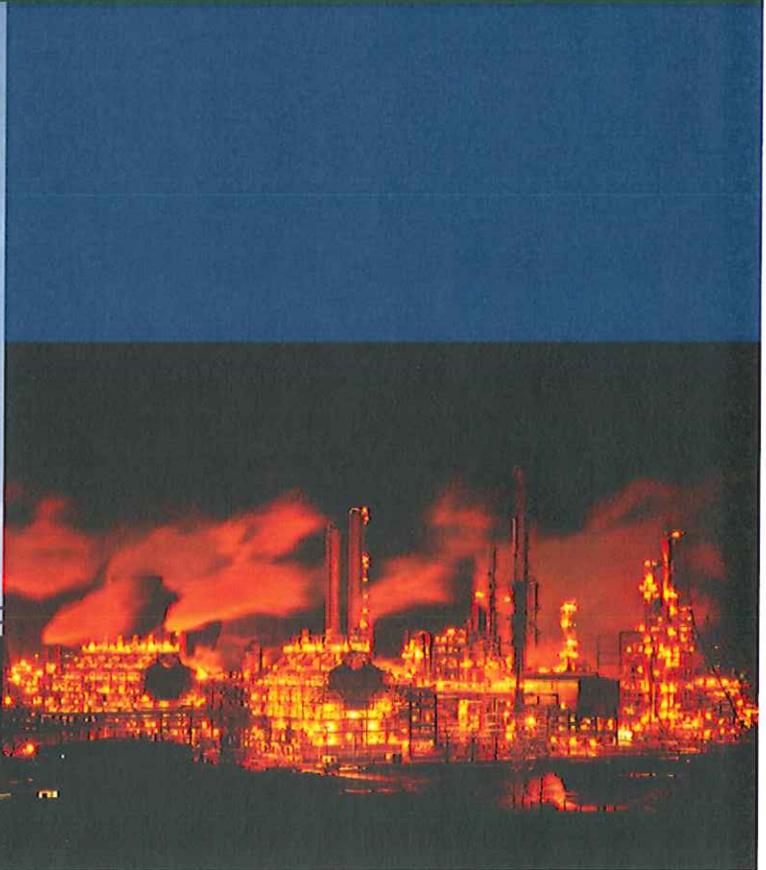


FINDINGS OF THE BEAUMONT  
INDEPENDENT SCHOOL DISTRICT BOARD  
OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE  
APPLICATION SUBMITTED  
BY  
LUCITE INTERNATIONAL



December 20, 2012

---

**FINDINGS  
OF THE  
BEAUMONT COUNTY INDEPENDENT  
SCHOOL DISTRICT BOARD OF TRUSTEES  
UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY  
LUCITE INTERNATIONAL**

---

**DECEMBER 20, 2012**

Board Findings of the Beaumont Independent School District

FINDINGS OF THE BEAUMONT INDEPENDENT  
SCHOOL DISTRICT BOARD OF TRUSTEES UNDER THE  
TEXAS ECONOMIC DEVELOPMENT ACT  
ON THE APPLICATION SUBMITTED BY  
LUCITE INTERNATIONAL

*STATE OF TEXAS* §

*COUNTY OF JEFFERSON* §

On the 20th day of December, 2012, a public meeting of the Board of Trustees of the Beaumont Independent School District was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of the Lucite International (Lucite) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District's administrative staff, and from consultants retained by the District to advise the Board in this matter, the Board of Trustees of the Beaumont Independent School District makes the following findings with respect to the application of Lucite, and the economic impact of that application:

On December 16, 2011, the Superintendent of Schools of the Beaumont Independent School District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts received an Application from Lucite for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. A copy of the Application is attached as **Attachment A**.

The Applicant, Lucite (Texas Taxpayer Id. 1430625543), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be in good standing with the Texas Comptroller of Public Accounts. See **Attachment B**.

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.

Board Findings of the Beaumont Independent School District

The Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d). A copy of the Application was delivered to the Jefferson County Appraisal District for review pursuant to 34 Tex. Admin. Code § 9.1054.

The Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.026, and a favorable recommendation was issued on April 20, 2012. A copy of the Comptroller's letter is attached to the findings as **Attachment C**.

After receipt of the Application, the Texas Comptroller of Public Accounts caused to be conducted an economic impact evaluation pursuant to Texas Tax Code § 313.026 and the Board of Trustees has carefully considered such evaluation. A copy of the economic impact evaluation is attached to these findings as **Attachment D**.

The Board of Trustees also directed that a specific financial analysis be conducted of the impact of the proposed value limitation on the finances of the Beaumont Independent School District. A copy of a report prepared by Moak, Casey & Associates, Inc. is attached to these findings as **Attachment E**.

The Board of Trustees has confirmed that the taxable value of property in the Beaumont Independent School District for the preceding tax year, as determined under Subchapter M, Chapter 403, Government Code, is as stated in **Attachment F**.

After receipt of the Application, the District entered into negotiations with Lucite, over the specific language to be included in the Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, including appropriate revenue protection provisions for the District. The proposed Agreement is attached to these findings as **Attachment G**.

Board Findings of the Beaumont Independent School District

After review of the Comptroller's recommendation, and in consideration of its own economic impact study the Board finds:

**Board Finding Number 1.**

**There is a strong relationship between the Applicant's industry and the types of qualifying jobs to be created by the Applicant and the long-term economic growth plan of this State as described in the strategic plan for economic development (ED Plan) submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Texas Government Code.**

In support of Finding 1, the economic impact evaluation states:

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Lucite project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

**Board Finding Number 2.**

**The economic condition of Jefferson County, Texas is in need of long-term improvement.**

Based on information provided by the Comptroller's Office, Jefferson County is the 20<sup>th</sup> largest in the state in terms of population. Population growth in Jefferson County is moderately positive and was the state's 181<sup>st</sup> fastest growing county from 2009 to 2010. The state population grew by 1.8 percent between 2009 and 2010, while the population of Jefferson County increased by 0.2 percent over the same period.

September 2011 employment for Jefferson County was up 0.6 percent from September 2010, below the state's 0.9 percent increase in total employment during the same period. The unemployment rate in Jefferson County was 11.9 percent in September 2011, significantly higher than the state average of 8.5 percent. It is noteworthy that the Jefferson

Board Findings of the Beaumont Independent School District

County unemployment rate increased from 10.9 percent a year ago to the 11.9 percent level in September 2011.

Jefferson County continues to have a slightly lower per capita personal income than the state as a whole. In terms of per capita income, Jefferson County County's \$37,139 in 2009 ranked 59<sup>th</sup> among the 254 counties in Texas, while the Texas average was \$38,609 for the same period.

While some of these indicators are positive, the local economy in Jefferson County is susceptible to adverse changes because of changing economic conditions and their impact on the concentration of petrochemical businesses in the area. Jefferson County will benefit from economic activity like that associated with the Lucite project. Major capital investments like this project are beneficial to the community on a number of fronts, including direct and indirect employment, expanded opportunities for existing businesses and increased local tax bases.

**Board Finding Number 3.**

**The average salary level of qualifying jobs is expected to be at least \$64,000 per year. The review of the application by the State Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the regional average manufacturing wage. Lucite indicates that total employment will be approximately ten (10) new jobs, eight (8) of which will be qualifying jobs.**

In support of Finding 3, the economic impact evaluation states:

After construction, the project will create ten new jobs when fully operational. 8 jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the South East Texas State Planning Region, where Jefferson County is located was \$57,333 in 2010. The annual average manufacturing wage for 2010-2011 for Jefferson County was \$85,007. That same year, the county annual average wage for all industries was \$47,476. In addition to a salary of \$64,000, each qualifying

Board Findings of the Beaumont Independent School District

position will receive benefits such as medical, dental, vision, basic life insurance, and short & long term disability insurance. The company also offers a 401(k) plan that will 100% match up to 6% of the employee's wages. The company also pays for an EAP (employee assistance program) and a tuition reimbursement program.

**Board Finding Number 4.**

**The level of the applicant's average investment per qualifying job over the term of the Agreement is estimated to be approximately \$8.7 million on the basis of the goal of eight (8) new qualifying positions for the entire Lucite project.**

In support of Finding 4, the economic impact evaluation states:

The project's total investment is \$70 million, resulting in a relative level of investment per qualifying job of \$8.7 million.

**Board Finding Number 5.**

**Subsequent economic effects on the local and regional tax bases will be significant. In addition, the impact of the added infrastructure will be significant to the region.**

Table 1 depicts Lucite's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

Board Findings of the Beaumont Independent School District

**Table 1: Estimated Statewide Economic Impact of Investment and Employment in Lucite**

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2012	28	31	59	\$2,324,000	\$1,676,000	\$4,000,000
2013	197	225	422	\$16,351,000	\$12,649,000	\$29,000,000
2014	221	283	504	\$18,333,000	\$18,667,000	\$37,000,000
2015	60	106	166	\$4,994,600	\$11,005,400	\$16,000,000
2016	10	44	54	\$869,940	\$7,130,060	\$8,000,000
2017	10	32	42	\$896,040	\$6,103,960	\$7,000,000
2018	10	32	42	\$922,920	\$5,077,080	\$6,000,000
2019	10	33	43	\$950,610	\$5,049,390	\$6,000,000
2020	10	32	42	\$979,130	\$5,020,870	\$6,000,000
2021	10	35	45	\$1,008,500	\$5,991,500	\$7,000,000
2022	10	40	50	\$1,038,750	\$5,961,250	\$7,000,000
2023	10	43	53	\$1,069,920	\$5,930,080	\$7,000,000
2024	10	47	57	\$1,102,010	\$5,897,990	\$7,000,000
2025	10	45	55	\$1,135,070	\$6,864,930	\$8,000,000
2026	10	49	59	\$1,169,130	\$6,830,870	\$8,000,000
2027	10	56	66	\$1,204,200	\$7,795,800	\$9,000,000

Source: CPA, REMI, Lucite

The statewide average ad valorem tax base for school districts in Texas was \$1.6 billion in 2010. Beaumont ISD's ad valorem tax base in 2010 was \$9.0 billion. The statewide average wealth per WADA was estimated at \$345,067 for fiscal 2010-2011. During that same year, Beaumont ISD's estimated wealth per WADA was \$374,968. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Jefferson County, City of Beaumont, Jefferson County Drainage District #7, Port of Beaumont, Sabine-Neches Navigation District, with all property tax incentives sought being granted using estimated market value from Lucite's application. Lucite has applied for both a value limitation under Chapter 313, Tax Code and tax abatements with the county, port, and navigation district. Table 3 illustrates the estimated tax impact of the Lucite project on the region if all taxes are assessed.

Board Findings of the Beaumont Independent School District

**Table 2 Estimated Direct Ad Valorem Taxes with all property tax incentives sought**

Year	Estimated Taxable value for I&S	Estimated Taxable value for M&O	Tax Rate <sup>1</sup>	Beaumont ISD I&S Levy	Beaumont ISD M&O Levy	Beaumont ISD M&O and I&S Tax Levies (Before Credit Credited)	Beaumont ISD M&O and I&S Tax Levies (After Credit Credited)	Jefferson County Tax Levy	City of Beaumont Tax Levy	Jefferson County Drainage District #7 Tax Levy	Port of Beaumont Tax Levy	Sabine-Neches Navigation District Tax Levy	Estimated Total Property Taxes
2013	\$44,361,419	\$44,361,419		0.2850	1.0400	\$587,789	\$587,789	\$0	\$283,913	\$62,527	\$0	\$0	\$934,229
2014	\$59,134,410	\$59,134,410		\$168,533	\$614,998	\$783,531	\$783,531	\$0	\$378,460	\$83,349	\$0	\$0	\$1,245,341
2015	\$58,979,251	\$30,000,000		\$168,091	\$312,000	\$480,091	\$480,091	\$21,527	\$377,467	\$83,131	\$4,205	\$1,611	\$968,032
2016	\$57,767,341	\$30,000,000		\$164,637	\$312,000	\$476,637	\$412,015	\$21,085	\$369,711	\$81,422	\$4,118	\$1,578	\$889,929
2017	\$56,555,431	\$30,000,000		\$161,183	\$312,000	\$473,183	\$408,561	\$41,285	\$361,955	\$79,714	\$8,064	\$3,089	\$902,668
2018	\$55,343,521	\$30,000,000		\$157,729	\$312,000	\$469,729	\$405,107	\$60,601	\$354,199	\$78,006	\$11,837	\$4,534	\$914,284
2019	\$54,211,611	\$30,000,000		\$154,503	\$312,000	\$466,503	\$401,881	\$79,149	\$346,954	\$76,411	\$15,459	\$5,922	\$925,776
2020	\$52,999,701	\$30,000,000		\$151,049	\$312,000	\$463,049	\$398,427	\$193,449	\$339,198	\$74,703	\$37,785	\$14,475	\$1,058,036
2021	\$51,787,791	\$30,000,000		\$147,595	\$312,000	\$459,595	\$394,973	\$189,025	\$331,442	\$72,994	\$36,921	\$14,144	\$1,039,499
2022	\$50,575,881	\$30,000,000		\$144,141	\$312,000	\$456,141	\$391,519	\$184,602	\$323,686	\$71,286	\$36,057	\$13,813	\$1,020,962
2023	\$49,363,971	\$49,363,971		\$140,687	\$513,385	\$654,073	\$654,073	\$180,178	\$315,929	\$69,578	\$35,193	\$13,482	\$1,268,433
2024	\$48,152,061	\$48,152,061		\$137,233	\$500,781	\$638,015	\$638,015	\$175,755	\$308,173	\$67,870	\$34,329	\$13,151	\$1,237,292
2025	\$46,940,151	\$46,940,151		\$133,779	\$488,178	\$621,957	\$621,957	\$171,332	\$300,417	\$66,162	\$33,465	\$12,820	\$1,206,152
2026	\$45,728,241	\$45,728,241		\$130,325	\$475,574	\$605,899	\$605,899	\$166,908	\$292,661	\$64,453	\$32,601	\$12,489	\$1,175,011
2027	\$45,728,241	\$45,728,241		\$130,325	\$475,574	\$605,899	\$605,899	\$166,908	\$292,661	\$64,453	\$32,601	\$12,489	\$1,175,011
						<b>Total</b>	<b>\$7,789,734</b>	<b>\$1,651,806</b>	<b>\$4,976,826</b>	<b>\$1,096,060</b>	<b>\$322,632</b>	<b>\$123,596</b>	<b>\$15,960,653</b>

Assumes School Value Limitation and Tax Abatements with the County, Port, and Navigation District.

Source: CPA, Lucite

<sup>1</sup>Tax Rate per \$100 Valuation

**Table 3 Estimated Direct Ad Valorem Taxes without property tax incentives**

Year	Estimated Taxable value for I&S	Estimated Taxable value for M&O	Tax Rate <sup>1</sup>	Beaumont ISD I&S Levy	Beaumont ISD M&O Levy	Beaumont ISD M&O and I&S Tax Levies	Jefferson County Tax Levy	City of Beaumont Tax Levy	Jefferson County Drainage District #7 Tax Levy	Port of Beaumont Tax Levy	Sabine-Neches Navigation District Tax Levy	Estimated Total Property Taxes	
2013	\$44,361,419	\$44,361,419		0.2850	1.0400	\$587,789	\$161,919	\$283,913	\$62,527	\$31,626	\$12,116	\$1,139,890	
2014	\$59,134,410	\$59,134,410		\$168,533	\$614,998	\$783,531	\$215,841	\$378,460	\$83,349	\$42,158	\$16,150	\$1,519,489	
2015	\$58,979,251	\$58,979,251		\$168,091	\$613,384	\$781,475	\$215,274	\$377,467	\$83,131	\$42,047	\$16,108	\$1,515,503	
2016	\$57,767,341	\$57,767,341		\$164,637	\$600,780	\$765,417	\$210,851	\$369,711	\$81,422	\$41,183	\$15,777	\$1,484,362	
2017	\$56,555,431	\$56,555,431		\$161,183	\$588,176	\$749,359	\$206,427	\$361,955	\$79,714	\$40,319	\$15,446	\$1,453,221	
2018	\$55,343,521	\$55,343,521		\$157,729	\$575,573	\$733,302	\$202,004	\$354,199	\$78,006	\$39,456	\$15,115	\$1,422,081	
2019	\$54,211,611	\$54,211,611		\$154,503	\$563,801	\$718,304	\$197,872	\$346,954	\$76,411	\$38,649	\$14,806	\$1,392,996	
2020	\$52,999,701	\$52,999,701		\$151,049	\$551,197	\$702,246	\$193,449	\$339,198	\$74,703	\$37,785	\$14,475	\$1,361,855	
2021	\$51,787,791	\$51,787,791		\$147,595	\$538,593	\$686,188	\$189,025	\$331,442	\$72,994	\$36,921	\$14,144	\$1,330,714	
2022	\$50,575,881	\$50,575,881		\$144,141	\$525,989	\$670,130	\$184,602	\$323,686	\$71,286	\$36,057	\$13,813	\$1,299,574	
2023	\$49,363,971	\$49,363,971		\$140,687	\$513,385	\$654,073	\$180,178	\$315,929	\$69,578	\$35,193	\$13,482	\$1,268,433	
2024	\$48,152,061	\$48,152,061		\$137,233	\$500,781	\$638,015	\$175,755	\$308,173	\$67,870	\$34,329	\$13,151	\$1,237,292	
2025	\$46,940,151	\$46,940,151		\$133,779	\$488,178	\$621,957	\$171,332	\$300,417	\$66,162	\$33,465	\$12,820	\$1,206,152	
2026	\$45,728,241	\$45,728,241		\$130,325	\$475,574	\$605,899	\$166,908	\$292,661	\$64,453	\$32,601	\$12,489	\$1,175,011	
2027	\$45,728,241	\$45,728,241		\$130,325	\$475,574	\$605,899	\$166,908	\$292,661	\$64,453	\$32,601	\$12,489	\$1,175,011	
						<b>Total</b>	<b>\$10,303,585</b>	<b>\$2,838,346</b>	<b>\$4,976,826</b>	<b>\$1,096,060</b>	<b>\$554,387</b>	<b>\$212,378</b>	<b>\$19,981,582</b>

Source: CPA, Lucite

<sup>1</sup>Tax Rate per \$100 Valuation

**Board Finding Number 6.**

**The revenue gains that will be realized by the school district if the Application is approved will be significant in the long-term, with special reference to revenues used for supporting school district debt.**

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$59.1 million to the tax base for debt service purposes at the peak investment level for the 2014-15 school year. The Lucite project remains fully taxable for debt services taxes, with Beaumont ISD currently levying a \$0.285 per \$100 I&S rate. The value of the Lucite project is expected to depreciate over the life of the agreement and beyond, but full access to the additional value will add to the District's tax base.

**Board Finding Number 7.**

**The effect of the applicant's proposal, if approved, on the number or size of needed school district instructional facilities is not expected to increase the District's facility needs, with current trends suggest little underlying enrollment growth based on the impact of the Lucite project.**

The summary of financial impact prepared by Moak, Casey & Associates, Inc., indicates that there will be little to no impact on school facilities created by the new manufacturing project. This finding is confirmed by the TEA evaluation of this project's impact on the number and size of school facilities in Beaumont ISD as stated in **Attachment D**.

**Board Finding Number 8.**

**The ability of the applicant to locate the proposed facility in another state or another region of this state is substantial, as a result of the highly competitive marketplace for economic development.**

In support of Finding 8, the economic impact evaluation states:

According to Lucite's application,

"The company currently operates in several states, and allocates capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However the

Board Findings of the Beaumont Independent School District

company could redirect its expenditures. The company is owned by Mitsubishi Chemical one of the largest chemical companies in the world. There is the potential for investment by Mitsubishi Chemical and any of its subsidiaries to make significant future investment at the Lucite Facility in Jefferson County. The potential existence of a limitation on taxable value is a significant factor in choosing locations for investment.”

**Board Finding Number 9.**

**During the past two years, zero projects in the South East Texas State Planning Region applied for value limitation agreements under Tax Code, Chapter 313.**

**Board Finding Number 10.**

**The Board of Trustees hired consultants to review and verify the information in the Application from Lucite. Based upon the consultants’ review, the Board has determined that the information provided by the Applicant is true and correct.**

**Board Finding Number 11.**

**The Board of Trustees has determined that the Tax Limitation Amount requested by Applicant is currently Thirty Million Dollars, which is consistent with the minimum values currently set out by Tax Code, §§ 313.054(a).**

According to the Texas Comptroller of Public Accounts’ School and Appraisal Districts’ Property Value Study 2011 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F, the total 2011 industrial value for Beaumont ISD is \$3.31 billion. Beaumont ISD is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. Beaumont ISD is classified as a “rural” district because it is located in a strategic investment area. Given that the value of industrial property in Beaumont ISD is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

**Board Finding Number 12.**

**The Applicant (Taxpayer Id. 1430625543) is eligible for the limitation on appraised value of qualified property as specified in the Agreement based on its “good standing” certification as a franchise-tax paying entity.**

**Board Finding Number 13.**

**The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, includes adequate and appropriate revenue protection provisions for the District.**

In support of this finding, the report of Moak, Casey & Associates, Inc. shows that the District will incur a revenue loss in the first year that the value limitation is in effect without the proposed Agreement. However, with this Agreement, the negative consequences of granting the value limitation are offset through the revenue protection provisions agreed to by the Applicant and the District. Revenue protection measures are in place for the duration of the Agreement.

**Board Finding Number 14.**

**Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.**

It is therefore ORDERED that the Agreement attached hereto as **Attachment G** is approved and hereby authorized to be executed and delivered by and on behalf of the Beaumont Independent School District. It is further ORDERED that these findings and the Attachments referred to herein be attached to the Official Minutes of this meeting, and maintained in the permanent records of the Board of Trustees of the Beaumont Independent School District.

Board Findings of the Beaumont Independent School District

Dated the 20th day of December 2012.

*BEAUMONT INDEPENDENT SCHOOL DISTRICT*

By: Woodrow Reece  
Woodrow Reece, President, Board of Trustees

ATTEST:

By: Terry D. Williams  
Terry D. Williams, Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

---

October 26, 2012

President and Members  
Board of Trustees  
Beaumont Independent School District  
3395 Harrison Ave.  
Beaumont, Texas 77706

*Re: Recommendations and Findings of the firm Concerning Application of Lucite International, Inc. for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes*

Dear President Reece and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Beaumont Independent School District, with respect to the pending Application of Lucite International, Inc. for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. Based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.
4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate revenue protection provisions to protect the interests of the District.

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of Lucite International, Inc. for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey". The signature is written in a cursive style.

Daniel T. Casey

[www.moakcasey.com](http://www.moakcasey.com)

---

Phone 512-485-7878

400 W. 15<sup>th</sup> Street★Suite 1410★Austin, TX 78701-1648

Fax 512-485-7888

# O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

**KEVIN O'HANLON**

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

**LESLIE McCOLLOM**

CERTIFIED, CIVIL APPELLATE

CERTIFIED, LABOR AND EMPLOYMENT

TEXAS BOARD OF LEGAL SPECIALIZATION

**JUSTIN DEMERATH**

October 31, 2012

President and Members  
Of the Board of Trustees  
Beaumont Independent School District  
3395 Harrison Avenue  
Beaumont, Texas 77706

*Re: Recommendations and Findings of the Firm Concerning Application of Lucite International for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, first qualifying year 2013*

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Beaumont Independent School District, with respect to the pending Application of Lucite International for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, to be effected by an agreement with a first qualifying time year of 2013. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Lucite based upon our review we have drawn the following conclusions:

1. All statements of current fact contained in the Application are true and correct.
2. The project proposed in the Application meets all applicable eligibility criteria of Chapter 313 of the Texas Tax Code.
3. The Applicant has the current means and ability to complete the proposed project.

Letter to Beaumont ISD  
October 31, 2012  
Page 2 of 2

4. All applicable school finance implications arising from the contemplated Agreement have been explored.
5. The proposed Agreement contains adequate legal provisions so as to protect the interests of the District.

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Lucite for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon  
For the Firm

Attachment A

Application

# O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE

AUSTIN, TEXAS 78701

TELEPHONE: (512) 494-9949

FACSIMILE: (512) 494-9919

**KEVIN O'HANLON**

CERTIFIED, CIVIL APPELLATE

CERTIFIED, CIVIL TRIAL

**LESLIE McCOLLOM**

CERTIFIED, CIVIL APPELLATE

CERTIFIED, LABOR AND EMPLOYMENT

TEXAS BOARD OF LEGAL SPECIALIZATION

**JUSTIN DEMERATH**

March 1, 2012

Local Government Assistance & Economic Analysis  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528

RE: Amended Application to the Beaumont Independent School District from Lucite

To the Local Government Assistance & Economic Analysis Division:

On behalf of the Beaumont Independent School District, please find attached a supplemented Beaumont\_Lucite\_2013\_Application. Please note the following changes from the application previously submitted to your office for review:

1. The applicant has updated the estimated date of application approval and start of qualifying time period.
2. The applicant has provided a detailed description of the entire "Project Rebound" and detailed the portions of the project that are subject to the application.
3. Applicant has provided specific detailed legal descriptions based upon the Jefferson County Appraisal Records of the existing property that will be exempt from any approved agreement with the Beaumont Independent School District.
4. Schedules A and B have been amended
5. Applicant has provided a digital map of the planned facility sites. The map also provides the location of the existing facilities that are not the subject of its application to Beaumont ISD.
6. The Order creating the reinvestment zone has been included in the application.

We will submit by Monday a revised school finance report based upon the new investment numbers.

Letter to Local Government Assistance & Economic Analysis Division  
March 1, 2012  
Page 2 of 2

In accordance with 34 Tex. Admin Code §9.1054, a copy of the supplemented application will be submitted to the Jefferson County Appraisal District.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Hanlon", written in a cursive style.

Kevin O'Hanlon  
School District Consultant

Cc: Chief Appraiser  
Jefferson County Appraisal District

Robert Zingelman, Beaumont ISD



Lucite International, Inc.  
7275 Goodlett Farms Parkway  
Cordova, TN 38016-4909 USA

PH: 901-381-2234  
FX: 901-381-2448

Email: david.fick@lucite.com

Robert Wood  
Director of Economic Development and Analysis  
Texas Comptroller of Public Accounts  
PO Box 13528  
Austin, TX 78711-3528

Dear Mr. Wood:

Please consider this letter and the attached, amended application as a response to the deficiency letter and Attachment A sent to Dr. Carrol Thomas of the Beaumont Independent School District on February 7, 2012. Although we have amended specific parts of the application to address the deficiencies itemized in Attachment A, please also consider this letter as a supplement to our application to the Beaumont Independent School District. Please also note, that as the Authorized Business Representative, I have initialed each page of the amended application to verify the information provided on the form.

1. December 15th, 2011 is the date shown as the date the application was received by district. The applicant signed the application on 11-29-11. The stated anticipated date of application approval and beginning of the qualifying time period is December 15, 2011. The district mistakenly determined the application to be complete on December 16<sup>th</sup>, the day after the date applicant specified as date of board approval and beginning of qualifying time period. Application needs to reflect reasonable, accurate, estimates of timelines that work within statutory guidelines.

We have updated page 8 of the application to state that the June 30, 2012 is the estimated date of application approval. We have also updated the beginning of the qualifying time period to begin concurrent with application approval, June 30, 2012.

2. Timeline indicates construction beginning in December 2011. The district did not receive application until December 15<sup>th</sup>. Improvements made before that the application review start date (date the application is determined to be complete) may not be considered qualified property. If investment and value schedules reflect accurately the timeline, those schedules need to be revised to work with resubmitted estimated application review start date and beginning of qualifying time period.

Upon review, we realize that we have given an incomplete picture of the scope and sequence of the construction of project for which we have applied to the Beaumont Independent

School District. We have internally named our project "Project Rebound." "Project Rebound will expand the chemical production operations at the site and restart the existing MMA facilities. There are essentially four phases of Project Rebound. These are: 1) Restart of the existing MMA facilities, which will not be part of the Beaumont School District Agreement; 2) Construction of a stand-alone HCN synthesis plant with an ammonia recovery system; 3) Construction of a MAA production facility; and, 4) Construction of a HMA production facility.

About 50% of the restart of the MMA facilities was complete in 2011. The plant will be run at full capacity after the HCN plant is completed. MMA restart, operations and maintenance expenses were never included in the qualified investment and qualified property application to Beaumont ISD. All value related to MMA operations is excluded from our qualified investment and qualified property calculations for which we are requesting our value limitation. It is only the expansion of the chemical production operations that is part of the application. We have provided the general economic information related to the restart of MMA in the Project Description of the economic impact of the overall project. Due to the status of the application, we have adjusted Schedule A to reflect more spending occurring before the application is determined complete and the start of the qualifying time period. We have also expended some investment in permitting and engineering for the construction of the HCN, MAA and HMA facilities. We had used these expenses as the beginning of the construction, which is why we had indicated construction beginning in December 2011. We have also adjusted Schedule A to reflect that these expenses are not in fact qualified property, but also other economic information related to the overall impact of the development of the HCN plant.

The restart of the MMA operations is relevant to the selection of the Texas site for the construction of the stand-alone facilities. Our company currently operates in several states, and allocates capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However the Company could redirect its expenditures.

The company is owned by Mitsubishi Chemical one of the largest chemical companies in the world. There is the potential for investment by Mitsubishi Chemical and any of its subsidiaries to make significant future investment at the Lucite Facility in Jefferson County. The potential existence of a limitation on taxable value is a significant factor in choosing locations for investment.

3. TAC 9.1053(a)(1)(i) requires that the application contain "a specific and detailed description of the property to which the appraised value limitation will apply sufficient to clearly distinguish the subject property from property to which the limitation does not apply and to establish that the property meets the criteria of qualified property pursuant to Tax Code, §313.021(2)" Schedule A indicates about \$20M investment made in 2011. This property, as it cannot become qualified property, needs to be clearly described in sufficient detail to clearly and easily distinguish it from any qualified property created after the application review start date. Similarly, any further investment in 2012 made

before the application is determined to be complete needs also to be described clearly and in detail.

Schedules A and B have been updated to show there is no qualified investment that occurred in 2011. As stated in response to Deficiency number 2, the values listed originally in Schedule A that occurred prior to the submission of a completed application included the investment engineering and permitting for the HCN, MAA and HMA facilities, not investment in tangible property. But those values were never included as taxable values in Schedule B. We had previously provided the appraisal account information for the property in existence, the MMA facilities. More specifically, the existing property includes

MMA PLANT – IMPROVEMENTS

MMA PLANT-PERSONAL PROPERTY

POLLUTION CONTROL (SAR) TNRCC: #95-846 @ 59% EXEMPT; 59 % EXEMPT

POLLUTION CONTROL

POLLUTION CONTROL MMA & ACH PH TNRCC: #99-4831 & 4835 POLLUTION CONTROL AT 100 %

There is also an abandoned acrylonitrile facility in existence on the Lucite leased property. However, we have no plans to develop these facilities. Jefferson County Appraisal District assigns no value to the improvements and pollution controls for the acrylonitrile facility. Attachment 6 and 8 to the application explicitly list only property related to the HCN facility, the MAA facility and the HMA facility.

As stated earlier, the spending was not related to the purchase of qualified property.

4. Current market value of the property in existence is listed as \$37,116, 359. Does Schedule B reflect any value of this existing property?

At no time have the values of the existing property been included in Schedule B. The existing property listed on page 9 of the application is the MMA facility, which is not part of the application to the Beaumont ISD.

5. The application appears to indicate that the restart of the existing plant will occur in the future. If this is not the case and the existing plant was restarted in 2011, please clarify. Also clarify the timelines of the proposed HCN, MAA and HMA projects separately.

We had an independent economic analysis prepared in anticipation of the restart of the MMA facility to evaluate the potential impact of the entire “Project Rebound” on the region. This was prepared prior to the restart of the MMA facility. We used the economic analysis when writing the narrative responses in the attachments provided with our application, without changing the tenses. As explained in response to Deficiency Number 2 and outlined in the revised Attachment 4 of the Application, MMA operations have restarted. Again, no qualified property related to the MMA restart is included in the application to the Beaumont Independent School District.

We have updated Attachment 4 to more fully develop the individual timelines for construction of the three stand-alone facilities.

6. The number of existing jobs listed on Page 9 is listed as 105. This would appear to indicate the MMA production was restarted in 2011, correct?

Yes, MMA production was restarted in 2011. As stated in response to Deficiency Number 5, we quoted from our independent economic analysis prepared in advance of the restart and application to the Beaumont Independent School District. We did not appropriately provide responses to explain that the MMA restart would be completed in 2011.

7. Please label clearly on provided plats/maps/survey the location of each of the proposed new facilities (HCN, MAA and HMA).

We have provided a digital map that can be enhanced to show where the HCN, MAA and HMA facilities will be built. The new improvements are outlined in green.

8. The estimated market value schedule B indicates the maximum market value for the project improvements to be \$59,134,410 in TY 2014. Attachment 4 says \$84M will be added to local tax rolls. Please clarify.

The entire Project Rebound will add \$84 Million to the local tax rolls. No improvements related to the MMA restart, however, are included in Schedule B. Schedule B only includes the value of property that will be subject to the agreement, i.e., the property listed in Attachment 8. The qualified property for which we are requesting a value limitation we have estimated to have a value of \$59,134,410 in TY 2014.

9. Please provide a copy of the Order creating the Reinvestment Zone, with map and legal description. Please label documentation clearly.

Please see attachments 21, 22, and 23 to the amended application.

Regards,



David V. Fick  
Lucite International, Inc.



# Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

**Form 50-296**  
(Revised May 2010)

**INSTRUCTIONS:** This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application.

- This notice must include:
- the date on which the school district received the application;
  - the date the school district determined that the application was complete;
  - the date the school board decided to consider the application; and
  - a request that the comptroller prepare an economic impact analysis of the application;

- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original completed application to the Comptroller in a three-ring binder with tabs separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its Web site. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules as explained in the Confidentiality Notice below.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, make a recommendation to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to complete the recommendation, economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's Web site to find out more about the program at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/index.html>. There are links on this Web page to the Chapter 313 statute, rules and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

## SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION

<b>Authorized School District Representative</b>		Date application received by district
First Name	Last Name	12/15/11 amended on 2.23.2012
Dr. Carrol	Thomas	
Title		
Superintendent		
School District Name		
Beaumont Independent School District		
Street Address		
3395 Harrison Avenue		
Mailing Address		
3395 Harrison Avenue		
City	State	ZIP
Beaumont	Texas	77706-5009
Phone Number	Fax Number	
409-617-5000	409-617-5184	
Mobile Number (optional)	E-mail Address	
	cthomas@beaumont.k12.tx.us	

I authorize the consultant to provide and obtain information related to this application.  Yes  No

Will consultant be primary contact?  Yes  No



SCHOOL DISTRICT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized School District Consultant (If Applicable)

First Name <b>Kevin</b>	Last Name <b>O'Hanlon</b>	
Title <b>Attorney</b>		
Firm Name <b>O'Hanlon, McCollom &amp; Demerath, PC</b>		
Street Address <b>808 West Avenue</b>		
Mailing Address <b>808 West Avenue</b>		
City <b>Austin</b>	State <b>Texas</b>	ZIP <b>78701</b>
Phone Number <b>512-494-9949</b>	Fax Number <b>512-494-9919</b>	
Mobile Number (Optional)	E-mail Address <b>kohanlon@808west.com; mhanley@808west.com</b>	

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

Signature (Authorized School District Representative) 	Date <b>12-16-11</b>
---	-------------------------

Has the district determined this application complete?  Yes  No

If yes, date determined complete. **12-16-11**

Have you completed the school finance documents required by TAC 9.1054(c)(3)?  Yes  No

SCHOOL DISTRICT CHECKLIST AND REQUESTED ATTACHMENTS

	Checklist	Page X of 16	Check Completed
1	Date application received by the ISD	1 of 16	✓
2	Certification page signed and dated by authorized school district representative	2 of 16	✓
3	Date application deemed complete by ISD	2 of 16	✓
4	Certification pages signed and dated by applicant or authorized business representative of applicant	4 of 16	✓
5	Completed company checklist	12 of 16	✓
6	School finance documents described in TAC 9.1054(c)(3) (Due within 20 days of district providing notice of completed application)	2 of 16	will supplement

**APPLICANT INFORMATION - CERTIFICATION OF APPLICATION**

**Authorized Business Representative (Applicant)**

First Name <b>David</b>		Last Name <b>Fick</b>	
Title <b>Tax Executive</b>			
Organization <b>Lucite International</b>			
Street Address <b>7275 Goodlett Farms Parkway</b>			
Mailing Address <b>7275 Goodlett Farms Parkway</b>			
City <b>Cordova</b>		State <b>TN</b>	ZIP <b>38016</b>
Phone Number		Fax Number	
Mobile Number (optional)		Business e-mail Address <b>David.Fick@lucite.com</b>	

Will a company official other than the authorized business representative be responsible for responding to future information requests? .....  Yes  No

If yes, please fill out contact information for that person.

First Name		Last Name	
Title			
Organization			
Street Address			
Mailing Address			
City		State	ZIP
Phone Number		Fax Number	
Mobile Number (optional)		E-mail Address	

I authorize the consultant to provide and obtain information related to this application.....  Yes  No

Will consultant be primary contact? .....  Yes  No

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

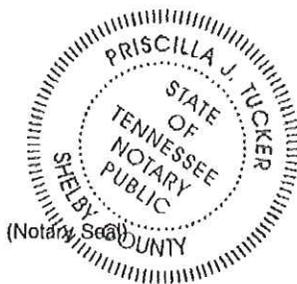
First Name <b>Charles</b>		Last Name <b>Oeler</b>	
Title <b>Senior Consultant</b>			
Firm Name <b>Marvin F. Poer and Company</b>			
Street Address <b>13201 Northwest Freeway, Suite 550</b>			
Mailing Address <b>13201 Northwest Freeway, Suite 550</b>			
City <b>Houston</b>		State <b>Texas</b>	ZIP <b>77040</b>
Phone Number <b>713-460-4500 x. 1901</b>		Fax Number <b>713-460-0095</b>	
Business email Address <b>CharlesOeler@mfpoer.com</b>			

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

Signature (Authorized Business Representative (Applicant)) <i>Charles Oeler</i>	Date <i>11/29/11</i>
--	-------------------------

GIVEN under my hand and seal of office this 29<sup>th</sup> day of November, 2011



*Priscilla J. Tucker*  
Notary Public, State of Tennessee

My commission expires 1-19-2014

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 § 37.10.



**FEES AND PAYMENTS**

Enclosed is proof of application fee paid to the school district.

For the purpose of this question, "payments to the school district" include any and all payments or transfers of things of value made to the school 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 for limitation on appraised value.

Please answer only either A OR B:

A. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code, §13.027(i)?  Yes  No

B. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §13.027(i)?  Yes  No

**BUSINESS APPLICANT INFORMATION**

Legal Name under which application is made

Lucite International, Inc.

Texas Taxpayer I.D. Number of entity subject to Tax Code, Chapter 171 (11 digits)

14306255432

NAICS code

325100

Is the applicant a party to any other Chapter 313 agreements?  Yes  No

If yes, please list name of school district and year of agreement.

N/A

**APPLICANT BUSINESS STRUCTURE**

Registered to do business in Texas with the Texas Secretary of State?  Yes  No

Identify business organization of applicant (corporation, limited liability corporation, etc.)

Corporation

1. Is the applicant a combined group, or comprised of members of a combined group, as defined by Texas Tax Code Chapter 171.0001(7)?  Yes  No  
If so, please attach documentation of the combined group membership and contact information.

2. Is the applicant current on all tax payments due to the State of Texas?  Yes  No

3. Are all applicant members of the combined group current on all tax payments due to the State of Texas?  NA  Yes  No

If the answer to either question is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (Use attachment if necessary.)

**ELIGIBILITY UNDER TAX CODE CHAPTER 313.024**

- Are you an entity to which Tax Code, Chapter 171 applies?  Yes  No
- The property will be used as an integral part, or as a necessary auxiliary part, in one of the following activities:
  - (1) manufacturing  Yes  No
  - (2) research and development  Yes  No
  - (3) a clean coal project, as defined by Section 5.001, Water Code  Yes  No
  - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code  Yes  No
  - (5) renewable energy electric generation  Yes  No
  - (6) electric power generation using integrated gasification combined cycle technology  Yes  No
  - (7) nuclear electric power generation  Yes  No
  - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7)  Yes  No
- Are you requesting that any of the land be classified as qualified investment?  Yes  No
- Will any of the proposed qualified investment be leased under a capitalized lease?  Yes  No
- Will any of the proposed qualified investment be leased under an operating lease?  Yes  No
- Are you including property that is owned by a person other than the applicant?  Yes  No
- Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment?  Yes  No

**PROJECT DESCRIPTION**

Provide a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information. (Use attachments as necessary)

**See Attachment**

Describe the ability of your company to locate or relocate in another state or another region of the state.

**See Attachment**

**PROJECT CHARACTERISTICS (CHECK ALL THAT APPLY)**

- New Jobs  Construct New Facility  New Business / Start-up  Expand Existing Facility
- Relocation from Out-of-State  Expansion  Purchase Machinery & Equipment
- Consolidation  Relocation within Texas

**PROJECTED TIMELINE**

Begin Construction December 2011      Begin Hiring New Employees January 2012  
 Construction Complete December 2014      Fully Operational December 2014  
 Purchase Machinery & Equipment January 2012

Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)?  Yes  No  
**Note:** Improvements made before that time may not be considered qualified property.

When do you anticipate the new buildings or improvements will be placed in service? December 2014

**ECONOMIC INCENTIVES**

Identify state programs the project will apply for:

State Source	Amount
N/A	
Total	

Will other incentives be offered by local units of government?  Yes  No

Please use the following box for additional details regarding incentives. (Use attachments if necessary.)

Abatement with Jefferson County, Port of Beaumont and Sabine-Neches Navigation District with the following percentages through year 7 of the project. Year 1-100%, Year 2-100%, Year 3-90%, Year 4-90%, Year 5-80%, Year 6-70%, Year 7-60%

**THE PROPERTY**

Identify county or counties in which the proposed project will be located Jefferson

Central Appraisal District (CAD) that will be responsible for appraising the property Jefferson

Will this CAD be acting on behalf of another CAD to appraise this property?  Yes  No

List all taxing entities that have jurisdiction for the property and the portion of project within each entity

County: Jefferson - 100%  
(Name and percent of project)

City: City of Beaumont (100%)  
(Name and percent of project)

Hospital District: N/A  
(Name and percent of project)

Water District: Drainage District #7 (100%)  
(Name and percent of project)

Other (describe): Port of Beaumont (100%)  
(Name and percent of project)

Other (describe): Sabine-Neches Navigation District (100%)  
(Name and percent of project)

Is the project located entirely within this ISD?  Yes  No

If not, please provide additional information on the project scope and size to assist in the economic analysis.

INVESTMENT

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as rural, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's Web site at www.window.state.tx.us/taxinfo/proptax/hb1200/values.html.

At the time of application, what is the estimated minimum qualified investment required for this school district? 30 Million

What is the amount of appraised value limitation for which you are applying? 30 Million

What is your total estimated qualified investment? 64,950,000

NOTE: See 313.021(1) for full definition. Generally, Qualified Investment is the sum of the Investment in tangible personal property and buildings and new improvements made between beginning of the qualifying time period (date of application final approval by the school district) and the end of the second complete tax year.

What is the anticipated date of application approval? December 15, 2011 June 15, 2012

What is the anticipated date of the beginning of the qualifying time period? December 15, 2011 June 15, 2012

What is the total estimated investment for this project for the period from the time of application submission to the end of the limitation period? 69,650,000

Describe the qualified investment. [See 313.021(1).]

Attach the following items to this application:

- (1) a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your minimum qualified investment and
(3) a map of the qualified investment showing location of new buildings or new improvements with vicinity map.

Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or 313.053 for rural school districts) for the relevant school district category during the qualifying time period? [X] Yes [ ] No

Except for new equipment described in Tax Code §151.318(q) or (q-1), is the proposed tangible personal property to be placed in service for the first time:

(1) In or on the new building or other new improvement for which you are applying? [X] Yes [ ] No

(2) If not in or on the new building or other new improvement for which you are applying for an appraised value limitation, is the personal property necessary and ancillary to the business conducted in the new building or other new improvement? [X] Yes [ ] No

(3) on the same parcel of land as the building for which you are applying for an appraised value limitation? [X] Yes [ ] No

("First placed in service" means the first use of the property by the taxpayer.)

Will the investment in real or personal property you propose be counted toward the minimum qualified investment required by Tax Code §313.023, (or 313.053 for rural school districts) be first placed in service in this state during the applicable qualifying time period? [X] Yes [ ] No

Does the investment in tangible personal property meet the requirements of Tax Code §313.021(1)? [X] Yes [ ] No

If the proposed investment includes a building or a permanent, non-removable component of a building, does it house tangible personal property? [X] Yes [ ] No

QUALIFIED PROPERTY

Describe the qualified property. [See 313.021(2)] (If qualified investment describes qualified property exactly you may skip items (1), (2) and (3) below.)

Attach the following items to this application:

- (1) a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021,
(2) a description of any new buildings, proposed improvements or personal property which you intend to include as part of your qualified property and
(3) a map of the qualified property showing location of new buildings or new improvements - with vicinity map.

Land

Is the land on which you propose new construction or improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? [X] Yes [ ] No

If you answered "no" to the question above, what is the anticipated date on which you will submit proof of a reinvestment zone with boundaries encompassing the land on which you propose new construction or improvements?

Will the applicant own the land by the date of agreement execution? [ ] Yes [X] No

Will the project be on leased land? [X] Yes [ ] No

**QUALIFIED PROPERTY (CONTINUED)**

If the land upon which the new building or new improvement is to be built is part of the qualified property described by §313.021(2)(A), please attach complete documentation, including:

1. Legal description of the land
2. Each existing appraisal parcel number of the land on which the improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property
3. Owner
4. The current taxable value of the land. Attach estimate if land is part of larger parcel.
5. A detailed map (with a vicinity map) showing the location of the land

Attach a map of the reinvestment zone boundaries, certified to be accurate by either the governmental entity creating the zone, the local appraisal district, or a licensed surveyor. (With vicinity map)

Attach the order, resolution or ordinance establishing the zone, and the guidelines and criteria for creating the zone, if applicable.

**Miscellaneous**

Is the proposed project a building or new improvement to an existing facility?  Yes  No

Attach a description of any existing improvements and include existing appraisal district account numbers.

List current market value of existing property at site as of most recent tax year. 37,116,359 (Market Value) 2011 (Tax Year)

Is any of the existing property subject to a value limitation agreement under Tax Code 313?  Yes  No

Will all of the property for which you are requesting an appraised value limitation be free of a tax abatement agreement entered into by a school district for the duration of the limitation?  Yes  No

**WAGE AND EMPLOYMENT INFORMATION**

What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 105

The last complete calendar quarter before application review start date is the:

First Quarter  Second Quarter  Third Quarter  Fourth Quarter of 2011 (year)

What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the TWC? 105

**Note:** For job definitions see TAC §9.1051(14) and Tax Code 313.021(3). If the applicant intends to apply a definition for "new job" other than TAC §9.1051(14)(C), then please provide the definition of "new job" as used in this application. N/A

Total number of new jobs that will have been created when fully operational 10

Do you plan to create at least 25 new jobs (at least 10 new jobs for rural school districts) on the land and in connection with the new building or other improvement?  Yes  No

Do you intend to request that the governing body waive the minimum new job creation requirement, as provided under Tax Code §313.025(f-1)?  Yes  No

If you answered "yes" to the question above, attach evidence documenting that the new job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards. **Note: Even if a minimum new job waiver is provided, 80% of all new jobs must be qualifying jobs pursuant to Texas Tax Code, §313.024(d).**

What is the maximum number of qualifying jobs meeting all criteria of §313.021(3) you are committing to create? 8

If this project creates more than 1,000 new jobs, the minimum required wage for this project is 110% of the average county weekly wage for all jobs as described by 313.021(3)(E)(i).

If this project creates less than 1,000 new jobs, does this district have territory in a county that meets the demographic characteristics of 313.051(2)? (see table of information showing this district characteristic at <http://www.window.state.tx.us/taxinfo/proptax/hb1200/values.html>)

If yes, the applicant must meet wage standard described in 313.051(b) (110% of the regional average weekly wage for manufacturing)

If no, the applicant shall designate one of the wage standards set out in §§313.021(5)(A) or 313.021(5)(B).

**WAGE AND EMPLOYMENT INFORMATION (CONTINUED)**

For the following three wage calculations please include on an attachment the four most recent quarters of data for each wage calculation. Show the average and the 110% calculation. Include documentation from TWC Web site. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(7).

110% of the county average weekly wage for all jobs (all industries) in the county is \$1004.30

110% of the county average weekly wage for manufacturing jobs in the county is \$1,798.23

110% of the county average weekly wage for manufacturing jobs in the region is \$1,212.64

Please identify which Tax Code section you are using to estimate the wage standard required for this project:

§313.021(5)(A) or  §313.021(5)(B) or  §313.021(3)(E)(ii), or  §313.051(b)?

What is the estimated minimum required annual wage for each qualifying job based on the qualified property? \$63,057.28

What is the estimated minimum required annual wage you are committing to pay for each of the qualifying jobs you create on the qualified property? \$64,000

Will 80% of all new jobs created by the owner be qualifying jobs as defined by 313.021(3)?  Yes  No

Will each qualifying job require at least 1,600 of work a year?  Yes  No

Will any of the qualifying jobs be jobs transferred from one area of the state to another?  Yes  No

Will any of the qualifying jobs be retained jobs?  Yes  No

Will any of the qualifying jobs be created to replace a previous employee?  Yes  No

Will any required qualifying jobs be filled by employees of contractors?  Yes  No

If yes, what percent? \_\_\_\_\_

Does the applicant or contractor of the applicant offer to pay at least 80% of the employee's health insurance premium for each qualifying job?  Yes  No

Describe each type of benefits to be offered to qualifying jobholders. (Use attachments as necessary.)

# See Attachment

**ECONOMIC IMPACT**

Is an Economic Impact Analysis attached (If supplied by other than the Comptroller's office)?  Yes  No

Is Schedule A completed and signed for all years and attached?  Yes  No

Is Schedule B completed and signed for all years and attached?  Yes  No

Is Schedule C (Application) completed and signed for all years and attached?  Yes  No

Is Schedule D completed and signed for all years and attached?  Yes  No

Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.

If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, please attach a separate schedule showing the amount for each year affected, including an explanation.

**CONFIDENTIALITY NOTICE**

**Property Tax Limitation Agreement Applications**  
**Texas Government Code Chapter 313**  
**Confidential Information Submitted to the Comptroller**

Generally, an application for property tax value limitation, the information provided therein, and documents submitted in support thereof, are considered public information subject to release under the Texas Public Information Act.

There is an exception, outlined below, by which information will be withheld from disclosure.

The Comptroller's office will withhold information from public release if:

- 1) it describes the specific processes or business activities to be conducted or the specific tangible personal property to be located on real property covered by the application;
- 2) the information has been segregated in the application from other information in the application; and
- 3) the party requesting confidentiality provides the Comptroller's office a list of the documents for which confidentiality is sought and for each document lists the specific reasons, including any relevant legal authority, stating why the material is believed to be confidential.

All applications and parts of applications which are not segregated and marked as confidential as outlined above will be considered public information and will be posted on the internet.

Such information properly identified as confidential will be withheld from public release unless and until the governing body of the school district acts on the application, or we are directed to do so by a ruling from the Attorney General.

Other information in the custody of a school district or the comptroller submitted in connection with the application, including information related to the economic impact of a project or the essential elements of eligibility under Texas Tax Code, Chapter 313, such as

the nature and amount of the projected investment, employment, wages, and benefits, will not be considered confidential business information and will be posted on the internet.

All documents submitted to the Comptroller, as well as all information in the application once the school district acts thereon, are subject to public release unless specific parts of the application or documents submitted with the application are identified as confidential. Any person seeking to limit disclosure of such submitted records is advised to consult with their legal counsel regarding disclosure issues and also to take the appropriate precautions to safeguard copyrighted material, trade secrets, or any other proprietary information. The Comptroller assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by respondents. A person seeking to limit disclosure of information must submit in writing specific detailed reasons, including any relevant legal authority, stating why that person believes the material to be confidential.

The following outlines how the Comptroller's office will handle requests for information submitted under the Texas Public Information Act for application portions and submitted records appropriately identified as confidential.

- This office shall forward the request for records and a copy of the documents at issue to the Texas Attorney General's office for an opinion on whether such information may be withheld from disclosure under the Texas Public Information Act.
- The Comptroller will notify the person who submitted the application/documents when the information is forwarded to the Attorney General's office.
- Please be aware that this Office is obligated to comply with an Attorney General's decision, including release of information ruled public even if it was marked confidential.

**COMPANY CHECKLIST AND REQUESTED ATTACHMENTS**

	Checklist	Page X of 16	Check Completed
✓ 1	Cerlification pages signed and dated by Authorized Business Representative (applicant)	4 of 16	✓
2	Proof of Payment of Application Fee (Attachment)	5 of 16	✓
✓ 3	For applicant members, documentation of Combined Group membership under Texas Tax Code 171.0001(7) (if Applicable) (Attachment)	5 of 16	✓
✓ 4	Detailed description of the project	6 of 16	✓
✓ 5	If project is located in more than one district, name other districts and list percentage in each district (Attachment)	7 of 16	N/A
✓ 6	Description of Qualified Investment (Attachment)	8 of 16	✓
✓ 7	Map of qualified investment showing location of new buildings or new improvements with vicinity map.	8 of 16	✓
✓ 8	Description of Qualified Property (Attachment)	8 of 16	✓
✓ 9	Map of qualified property showing location of new buildings or new improvements with vicinity map	8 of 16	✓
✓ 10	Description of Land (Attachment)	9 of 16	✓
✓ 11	A detailed map showing locallon of the land with vicinity map.	9 of 16	✓
✓ 12	A description of all existing (if any) improvements (Attachment)	9 of 16	✓
✓ 13	Request for Waiver of Job Creation Requirement (if applicable) (Attachment)	9 of 16	N/A
✓ 14	Calculation of three possible wage requirements with TWC documentation. (Attachment)	10 of 16	✓
✓ 15	Description of Benefits	10 of 16	✓
✓ 16	Economic Impact (if applicable)	10 of 16	✓
✓ 17	Schedule A completed and signed	13 of 16	✓
✓ 18	Schedule B completed and signed	14 of 16	✓
✓ 19	Schedule C (Application) completed and signed	15 of 16	✓
✓ 20	Schedule D completed and signed	16 of 16	✓
✓ 21	Map of Reinvestment Zone (Attachment) (Showing the actual or proposed boundaries and size, Certified to be accurate by either the government entity creating the zone, the local appraisal dlstrict, or a licensed surveyor, with vicinity map)*	9 of 16	✓
✓ 22	Order, Resolution, or Ordinance Establishing the Zone (Attachment)*	9 of 16	✓
✓ 23	Legal Description of Reinvestment Zone (Attachment)*	9 of 16	✓
✓ 24	Guidelines and Criteria for Reinvestment Zone(Attachment)*	9 of 16	✓

\*To be submitted with application or before date of final application approval by school board.

APPLICANT INFORMATION - CERTIFICATION OF APPLICATION (CONTINUED)

Authorized Company Consultant (If Applicable)

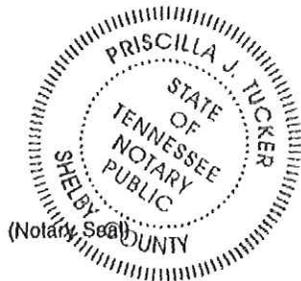
First Name <b>Charles</b>		Last Name <b>Oeler</b>	
Title <b>Senior Consultant</b>			
Firm Name <b>Marvin F. Poer and Company</b>			
Street Address <b>13201 Northwest Freeway, Suite 550</b>			
Mailing Address <b>13201 Northwest Freeway, Suite 550</b>			
City <b>Houston</b>		State <b>Texas</b>	ZIP <b>77040</b>
Phone Number <b>713-460-4500 x. 1901</b>		Fax Number <b>713-460-0095</b>	
Business email Address <b>CharlesOeler@mfpoer.com</b>			

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

Signature (Authorized Business Representative (Applicant)) <i>Charles Oeler</i>	Date <i>11/29/11</i>
--	-------------------------

GIVEN under my hand and seal of office this 29<sup>th</sup> day of November, 2011



*Priscilla J. Tucker*  
Notary Public, State of Tennessee

My commission expires 1-19-2014

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 § 37.10.

ATTACHMENT 3

Is company part of combined group for franchise tax purposes?

<u>Company Name</u>	<u>Address</u>	<u>EIN Number</u>
Lucite International, Inc	7275 Goodlett Farms Pkwy Cordova, TN 38016	43-0625543
Lucite International Partnership Holdings	1105 N. Market St. Wilmington, DE 19801	52-2196843
Lucite International Holdco Inc	1105 N. Market St. Wilmington, DE 19801	52-2194149
Lucite Intl US Group Holdings LLC	1105 N. Market St. Wilmington, DE 19801	57-1194894
Lucite Intl US Delaware Hldgs LLC	1105 N. Market St. Wilmington, DE 19801	55-0854117
Lucite Intl US Investment Hldgs LLC	1105 N. Market St. Wilmington, DE 19801	20-0487429

#### ATTACHMENT 4

Lucite International's Project Rebound is aptly named as it will breathe new life into an underutilized facility located at 6350 North Twin City Highway in Nederland, Texas. Project Rebound will expand the chemical production operations at the site and restart the existing MMA facilities. There are basically four phases of Project Rebound. These are: 1) Restart of the existing MMA facilities (will not be part of the Beaumont School District Agreement), 2) Construction of a stand alone HCN synthesis plant with an ammonia recovery system, 3) Construction of a MAA production facility and 4) Construction of a HMA production facility.

**MMA Restart** - Initially, the project will entail clean-up, maintenance and turnaround of the 1st and 2nd trains of the existing methyl methacrylate (MMA) plant. The company will spend approximately \$12.7 million on the restart of the MMA operations. All the spend on the restart of operations will be on heavy maintenance of the existing MMA operations so no new equipment will be put in place and thus no new equipment on the tax rolls as a result of this effort. The MMA operations were restarted in early 2011 and continue in operation today. **The restart of the MMA operations and the existing MMA process will not be part of the Beaumont School District Agreement. It is only mentioned here because it is part of Project Rebound.**

**HCN Plant** - A Hydrogen Cyanide (HCN) synthesis plant and an ammonia recovery system for the HCN plant will be constructed with a projected Q4 2012 start-up. These production assets are expected to be located on vacant land at the site near the abandoned Acrylonitrile process. Please note that the abandoned Acrylonitrile assets and the associated equipment will not be part of the Beaumont School District Agreement. Projected spending to build the HCN plant is \$32.5 million. Initial construction spending began in 3Q 2011, which included engineering, permitting, initial payments on long lead items and site preparation. Construction is anticipated to be complete, and property will be placed in service in Q4 2012.

**MAA Plant** - A methacrylic acid (MAA) production plant will be constructed with a projected start-up of Q4 2012. The estimated costs to build the plant will be \$32 million. These production assets will be located on vacant land located near the MMA production facility. Please note that although the MAA Plant is located near the MMA production facility, the MMA production facility and the associated equipment related to the MMA production facility will not be part of the Beaumont School District Agreement. Construction will begin before the end of the 2Q of 2012.

**HMA Plant** - A Higher Monomers (HMA) production plant will be constructed with a projected start-up date of Q2 2014. These production assets are expected to be located on vacant land at the site near the abandoned Acrylonitrile process. Please note that the abandoned Acrylonitrile assets and the associated equipment will not be part of the Beaumont School District Agreement. Construction should start sometime in 2013. Some early engineering has been done on this project but the purchasing of equipment and the hiring of employees is not expected to take place until 2013.

Lucite International will spend an estimated \$97.2 million in investment on Project Rebound. The entire Project Rebound will add \$84 Million to the local tax rolls. No improvements related to the MMA restart, however, are included in Schedule B. Schedule B only includes the value of property that will be subject to the agreement, i.e., the property listed in Attachment 8. The

qualified property for which we are requesting a value limitation we have estimated to have a value of \$59,134,410 in TY 2014.

Overall, the project is expected to take about 48 months to complete.

**Ability to relocate**

The Company currently operates in several states, and allocates capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However the Company could redirect its expenditures.

The company is owned by Mitsubishi Chemical one of the largest chemical companies in the world. There is the potential for investment by Mitsubishi Chemical and any of its subsidiaries to make significant future investment at the Lucite Facility in Jefferson County. The existence of a limitation on tax value is a significant factor in choosing locations for investment.

ATTACHMENT 5

N/A

## Attachment 6

### **Higher Monomers Production Facility:**

The project provides for construction of a Higher Monomers Production Facility. Major items of equipment in this phase of the project include:

Reaction Kettles  
Distillation Columns  
Pumps  
Condensers  
Storage Tanks

Project will also include any other necessary equipment to construct a fully functioning Higher Monomers manufacturing plant.

## ATTACHMENT 6

### **HCN Plant:**

The project will provide facilities to produce HCN used in the manufacture of MMA. Major items of equipment that will be constructed for this phase of the project will include:

- HCN Column
- HCN Column Reflux Drum
- Rich/Lean Circulation Water Heat Exchangers
- Pumps
- Absorber Column
- Waste Water Column
- Packed Scrubber

Project will also include any other necessary equipment to construct a fully functioning HCN manufacturing plant.

### **Ammonia Recovery:**

The purpose of the Ammonia Recovery System will be to recover unreacted ammonia to recycle it back into the HCN process. Major items of equipment that will be constructed for this phase of the project will include:

- Ammonia Absorber
- HCN Phosphate Stripper
- Ammonia Stripper
- Ammonia Rectifier

Project will also include any other necessary equipment to construct a fully functioning Ammonia Recovery System.

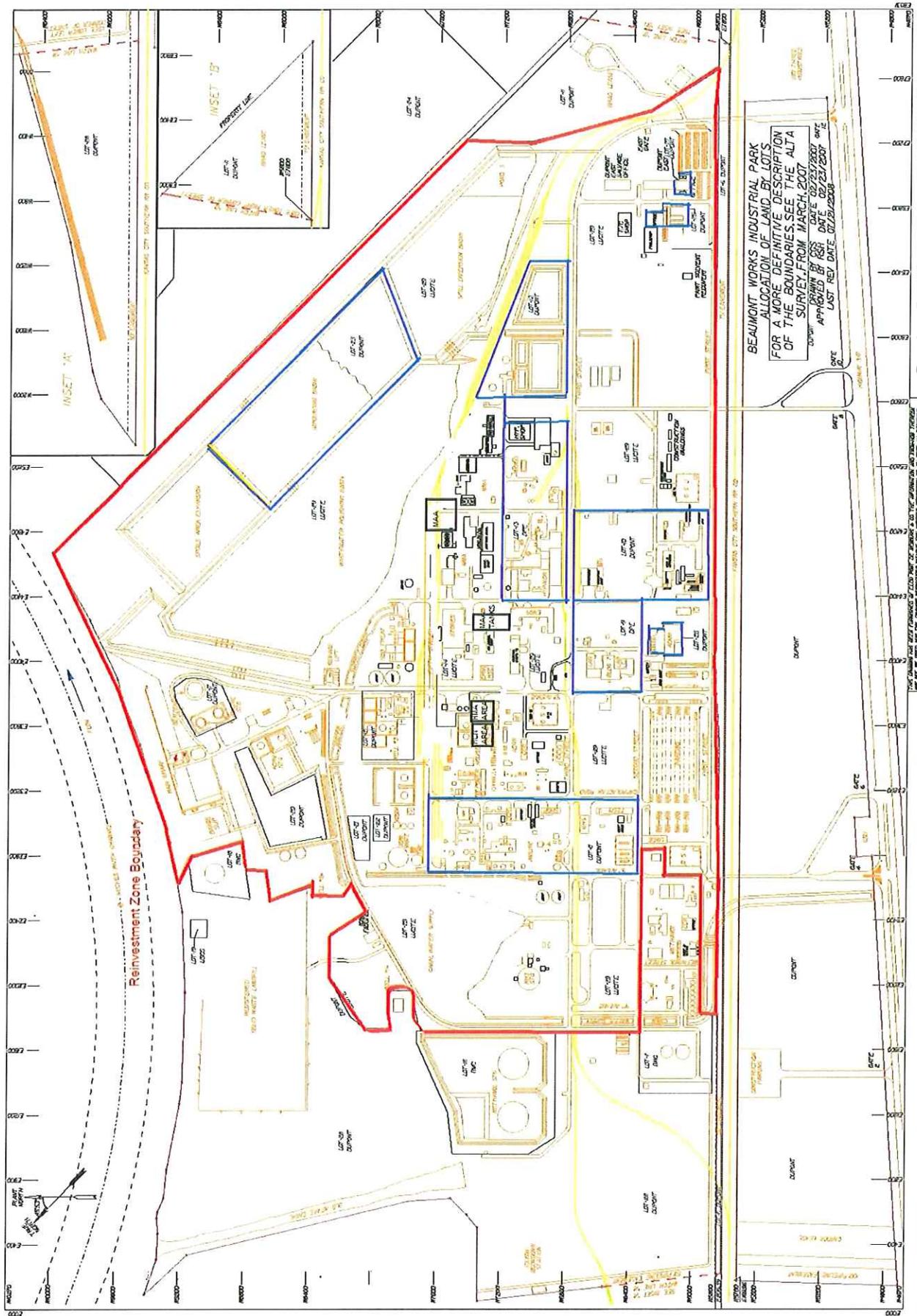
### **MAA Manufacturing Plant:**

The project will construct facilities to produce MAA. Major items of equipment that will be used in the construction include:

- Reactors
- Decanters
- Afterboiler
- Heavies Removal Column
- Water Stripper Column
- Product Rectifier Column
- Pumps
- Tanks

Project will also include any other necessary equipment to construct a fully functioning MAA manufacturing plant.

Attachment 21  
Map of Reinvestment Zone



Buildings outlined in blue are excluded from the Reinvestment Zone

BEAUMONT WORKS INDUSTRIAL PARK  
ALLOCATION OF LAND BY LOTS  
FOR A MORE DEFINITIVE DESCRIPTION  
OF THE BOUNDARIES, SEE THE ALTA  
SURVEY FROM MARCH, 2007  
DRAWN BY [Name] DATE 08/23/2007  
APP'D BY [Name] DATE 08/23/2007  
LAST REV. DATE 08/23/2007

MAP NO. B203629



To see all the details that are visible on the screen, use the "Print" link next to the map.



[Report a problem](#)

## ATTACHMENT 8

### **HCN Plant:**

The project will provide facilities to produce HCN used in the manufacture of MMA. Major items of equipment that will be constructed for this phase of the project will include:

- HCN Column
- HCN Column Reflux Drum
- Rich/Lean Circulation Water Heat Exchangers
- Pumps
- Absorber Column
- Waste Water Column
- Packed Scrubber

Project will also include any other necessary equipment to construct a fully functioning HCN manufacturing plant.

### **Ammonia Recovery:**

The purpose of the Ammonia Recovery System will be to recover unreacted ammonia to recycle it back into the HCN process. Major items of equipment that will be constructed for this phase of the project will include:

- Ammonia Absorber
- HCN Phosphate Stripper
- Ammonia Stripper
- Ammonia Rectifier

Project will also include any other necessary equipment to construct a fully functioning Ammonia Recovery System.

### **MAA Manufacturing Plant:**

The project will construct facilities to produce MAA. Major items of equipment that will be used in the construction include:

- Reactors
- Decanters
- Afterboiler
- Heavies Removal Column
- Water Stripper Column
- Product Rectifier Column
- Pumps
- Tanks

Project will also include any other necessary equipment to construct a fully functioning MAA manufacturing plant.

## Attachment 8

### Higher Monomers Production Facility:

The project provides for construction of a Higher Monomers Production Facility. Major items of equipment in this phase of the project include:

Reaction Kettles  
Distillation Columns  
Pumps  
Condensers  
Storage Tanks

Project will also include any other necessary equipment to construct a fully functioning Higher Monomers manufacturing plant.

2. THE INTEREST IN THE LAND COVERED BY THIS COMMITMENT IS: (Fee Simple, Leasehold, Easement, etc., - identify or describe)

**LOT NO. 14:** Leasehold estate as set forth in that certain Lease dated July 4, 1994, a Memorandum of which was dated 12-6-1999 filed 1-3-2000 under County Clerk's File No. 2000000053 Official Public Records of Real Property of Jefferson County, Texas, by and between E. I. du Pont de Nemours and Company, a Delaware corporation, and INEOS Acrylics, Inc. (fka ICI Acrylics Inc).

**LOT NO. 29:** Leasehold estate as set forth in that certain Lease dated September 15, 2005, a Memorandum of which was dated as of 9-15-2005 filed 10-11-2005 under County Clerk's File No. 2005037284 Official Public Records of Real Property of Jefferson County, Texas, executed by and between E.I. Du Pont De Nemours and Company and Lucite International, Inc., as amended on \_\_\_\_\_, 2007, a Memorandum of which was filed \_\_\_\_\_, 2007 under County Clerk's File No. \_\_\_\_\_, Official Public Records of Real Property of Jefferson County, Texas.

**EASEMENT:** Easement estate as set forth in (i) that certain Lease dated September 15, 2005, a Memorandum of which was dated as of 9-15-2005 filed 10-11-2005 under County Clerk's File No. 2005037284 Official Public Records of Real Property of Jefferson County, Texas, executed by and between E.I. Du Pont De Nemours and Company and Lucite International, Inc., as amended on \_\_\_\_\_, 2007, a Memorandum of which was filed \_\_\_\_\_, 2007 under County Clerk's File No. \_\_\_\_\_, Official Public Records of Real Property of Jefferson County, Texas and/or (ii) that certain Declaration of Easements and Covenants executed by E.I. du Pont de Nemours and Company as recorded under County Clerk's Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas.

3. RECORD TITLE TO THE LAND ON THE EFFECTIVE DATE APPEARS TO BE VESTED IN:

Fee Simple: E.I. du Pont de Nemours and Company, a Delaware corporation

4. LEGAL DESCRIPTION OF LAND:

The three tracts of land known as Lot No. 14, Lot No. 29 and an Easement as more fully described as follows:

**LOT NO. 14:**

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 14 of the DuPont - Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 14 being the same tract or parcel formerly identified as Lot 1 of Dupont-Beaumont Industrial Site No. 2 and Lot 1 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas, with the said Lot No. 14 also being a part of three adjoining tracts, conveyed to E.I. DUPONT DE NEMOURS AND COMPANY, containing 235.116 acres, 49.839 acres and 52.667 acres and recorded in Volume 845, Page 48, Volume 845, Page 63 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 14 being described more particularly as follows:

COMMENCING at a 1" pipe found in the northeasterly line of the Kansas City Southern Railroad 100 foot wide right-of-way at the intersection with the west line of the J.S. Johnston Survey, Abstract No. 34 and being the southwest corner of the said 52.667 acre tract with said 1" pipe and being an angle point in the southwest line of Lot No. 6 of the said Dupont-Beaumont Industrial Park Subdivision and from which a ½" rod with cap stamped "SPI INC" set in the west line of the J.S. Johnston Survey for an angle point in the northeast line of the said Lot No. 6 bears North 00° 10' 05" East a distance of 71.61 feet;

THENCE South 78° 03' 30" East for a distance of 2447.21 feet to a ½" rod with cap stamped "SPI INC" set for the south corner and POINT OF BEGINNING of the herein described Lot No. 14;

THENCE with the boundary of the herein described Lot No. 14 as follows:

North 44° 07' 41" West, 1785.00 feet;  
North 45° 52' 19" East, 170.00 feet;  
North 44° 07' 41" West, 151.50 feet;  
North 45° 52' 19" East, 120.00 feet;  
North 44° 07' 41" West, 55.50 feet;  
North 45° 52' 19" East, 106.50 feet;  
South 44° 07' 41" East, 290.70 feet;  
South 57° 34' 59" East, 131.08 feet;  
South 44° 07' 41" East, 377.81 feet;  
North 45° 52' 19" East, 22.00 feet;  
South 44° 07' 41" East, 529.50 feet;  
South 45° 52' 19" West, 113.02 feet;  
South 38° 40' 29" East, 220.23 feet;  
South 28° 47' 04" East, 97.79 feet;  
South 24° 38' 36" East, 82.40 feet;  
South 21° 42' 03" East, 129.54 feet;  
South 14° 47' 53" East, 95.82 feet;  
South 45° 52' 19" West, 45.34 feet;  
South 44° 07' 41" East, 72.00 feet;  
South 45° 52' 19" West, 120.00 feet back to the Point of Beginning and containing 16.047 acres of land.

**LOT NO. 29:**

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and a part of the Pelham Humphries League, Abstract No. 32 and being Lot No. 29 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 29 being all of Lot 4 and part of Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plat of which is recorded in Volume 17, Page 394 of the Map Records of Jefferson County, Texas, part of Lot 2 of Dupont-Beaumont Industrial Site No. 2, plat of which is recorded in Volume 15, Page 111 of the Map Records of Jefferson County, Texas, and part of Lot 3 of Dupont-Beaumont Industrial Site No. 1, plat of which is recorded in Volume 15, Page 4 of the Map Records of Jefferson County, Texas with the said Lot No. 29 also being out of and a part of those certain tracts conveyed to E. I. DUPONT DE NEMOURS AND COMPANY more fully described as 235.116 acres recorded in Volume 845, Page 48, 124.708 acres and 49.839 acres recorded in Volume 845, Page 63, 52.667 acres and 82.072 acres recorded in

Volume 845, Page 73 and a tract of land recorded in Volume 1507, Page 91 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 29 being more particularly described as follows:

COMMENCING at a 1" pipe found in the northeasterly line of the Kansas City Southern Railroad 100 foot wide right-of-way at the intersection with the west line of the J.S. Johnston Survey, Abstract No. 34, being the east line of the Pelham Humphries League, Abstract No. 32 and being the southwest corner of the said 52.667 acre tract, the most southerly corner of the said 124.708 acre tract, the most southerly corner of the said Lot 3 of the Dupont-Beaumont Industrial Site No. 1 and the southerly southwest corner of both said Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2 with said 1" pipe also being an angle point in the southwest line of Lot No. 6 of the said Dupont-Beaumont Works Industrial Park Subdivision;

THENCE North 00° 10' 05" East along the west line of the J.S. Johnston Survey, Abstract No. 34, the east line of the said Lot 3 of Dupont-Beaumont Industrial Site No. 1, the west line of the said Lot 2 of Dupont-Beaumont Industrial Site No. 2 and the west line of the said Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2 for a distance of 71.61 feet to a ½" rod with cap stamped "SPI INC" found for an angle point in the northeast line of Lot No. 6 of the said Dupont-Beaumont Works Industrial Park Subdivision and being the POINT OF BEGINNING of the exterior boundary of the herein described Lot No. 29 with said ½" rod with cap being identified hereinafter as Point "A";

THENCE North 44° 06' 57" West along the northeast line of the said Lot No. 6 of Dupont-Beaumont Works Industrial Park for a distance of 1828.51 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 52' 19" East, at 27.60 feet pass a ½" rod with cap stamped "SPI INC" found for an ell corner in the southwesterly line of Lot No. 7 of the said Dupont-Beaumont Works Industrial Park Subdivision, with said Lot No. 7 being formerly known as Lot 2 of said Dupont-Beaumont Industrial Site No. 1, and continue on the same course for a total distance of 85.60 feet to a ½" rod with cap stamped "SPI INC" found for another ell corner in the southwesterly line of said Lot No. 7;

THENCE along and with the boundary of the said Lot No. 7 as follows:

South 44° 07' 41" East, 495.00 feet;  
North 45° 52' 19" East, 20.00 feet;  
South 44° 07' 41" East, 437.00 feet;  
North 45° 52' 19" East, 222.00 feet;  
South 44° 07' 41" East, 173.00 feet;  
North 45° 52' 19" East, 146.00 feet;

North 44° 07' 41" West, 1130.00 feet to a ½" rod with cap stamped "SPI INC" found at the intersection of the northeast line of the said Lot No. 7 with the westward projection of a southeast line of Lot No. 16 of the said Dupont-Beaumont Works Industrial Park Subdivision, with said Lot No. 16 being formerly known as Lot 1 of said Dupont-Beaumont Industrial Site No. 1;

THENCE North 45° 52' 18" East along the said southeast line of Lot No. 16 and its projection, at 496.00 feet pass a ½" rod with cap stamped "SPI INC" found for the south corner of the said Lot

No. 16 and continue on the same course for a total distance of 1248.05 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 73° 54' 08" West for a distance of 233.74 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 52' 52" East a distance of 272.44 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 44° 07' 42" West a distance of 84.22 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 52' 18" East a distance of 62.64 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 74° 18' 27" East a distance of 64.84 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 76° 01' 55" East a distance of 239.12 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 45° 08' 47" East a distance of 211.56 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 16° 05' 52" West a distance of 273.94 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 73° 46' 34" East a distance of 218.07 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 03° 17' 48" East a distance of 109.66 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 34' 48" East a distance of 239.26 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 44° 07' 08" East a distance of 47.07 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 33° 45' 40" East a distance of 220.41 feet to a ½" rod with cap stamped "SPI INC";

THENCE South 56° 23' 55" East a distance of 138.11 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 52' 52" East a distance of 87.21 feet to an "X" chiseled on the side of a concrete barrier wall found in the southwest line of Lot No. 18 of the said Dupont-Beaumont Works Industrial Park Subdivision, with the said Lot No. 18 being formerly known as Lot 3 of said Replat of Dupont-Beaumont Industrial Site No. 2;

THENCE South 55° 22' 21" East along the southwest line of the said Lot No. 18 for a distance of 217.77 feet to a ½" rod with cap stamped "SPI INC" found for the south corner of the said Lot No. 18;

THENCE North 15° 47' 48" East along the southeast line of the said Lot No. 18 for a distance of 107.43 feet to a point for corner on the southerly bank of the Neches River;

THENCE in a southeasterly direction and with the southerly bank of said Neches River with its meanders as follows:

South 02° 23' 55" East, 51.02 feet;  
South 58° 37' 58" East, 193.33 feet;  
South 82° 26' 29" East, 205.63 feet;  
North 50° 02' 56" East, 35.43 feet;  
North 88° 01' 01" East, 109.70 feet;  
South 67° 43' 14" East, 219.02 feet;  
South 57° 28' 11" East, 324.40 feet;  
South 79° 44' 28" East, 69.81 feet;  
South 58° 21' 53" East, 90.68 feet;  
South 43° 53' 59" East, 102.73 feet;  
North 78° 28' 31" East, 206.26 feet;  
South 47° 09' 37" East, 79.82 feet;  
South 17° 31' 34" East, 25.60 feet;  
North 88° 17' 08" East, 52.61 feet;  
North 09° 19' 05" East, 49.21 feet;  
North 86° 38' 35" East, 81.53 feet;

South 73° 11' 23" East, 524.53 feet to a point for corner, being in the easterly line of the said Dupont 235.116 acre tract and J.S. Johnston Survey, same being the westerly line of the William Carroll League, Abstract No. 13 and the remainder of that certain City of Nederland called 934.0 acre tract recorded in County Clerk's File No. 101-27-1067 of the Official Public Records of Jefferson County, Texas;

THENCE South 00° 44' 52" West along and with the easterly line of the said Dupont 235.116 acre tract and J.S. Johnston Survey same being the westerly line of the William Carroll League, passing at a distance 204.45 feet a 1" iron rod found for reference, passing at 382.73 feet a 5/8" iron rod with cap stamped "WORTECH SURVEYORS" found for the northwest corner of that certain 65.00 acre tract conveyed to E.I. DuPont de Nemours and Company recorded in County Clerk's File No. 94-9433962 of the Official Public Records of Jefferson County, Texas and continuing on the same course for a total distance of 3416.61 feet to a point for corner in an old canal (unable to set) with said point being the northeast corner of Lot No. 11 of the said Dupont-Beaumont Works Industrial Park Subdivision;

THENCE along and with the northerly line of the said Lot No. 11 as follows:

South 45° 52' 44" West, 474.40 feet;  
South 33° 53' 44" West, 824.22 feet;

South 10° 16' 44" West, 426.94 feet to a ½" rod with cap stamped "SPI INC" found in the northeasterly line of the said Lot No. 6 of Dupont-Beaumont Works Industrial Park Subdivision;

THENCE North 44° 07' 17" West along and with the northeasterly line of the said Lot No. 6 for a distance of 3703.96 feet to a ½" rod with cap stamped "SPI INC" found for an angle point;

THENCE North 48° 11' 36" West continuing along the northeasterly line of said Lot No. 6 for a distance of 351.99 feet back to the Point of Beginning and containing 368.185 acres of land.

SAVE AND EXCEPT from the above described 368.185 acre tract, fifteen tracts known as Lot No.'s 8, 9, 10, 12, 13, 14, 15, 17, 20, 21, 22, 23, 25, 26, and 27 of the said Dupont-Beaumont Works Industrial Park Subdivision, described herein and which are situated within the perimeter of the above described 368.185 acre tract. The total acreage of the said fifteen tracts being 93.051 acres with a resultant acreage for the above described Lot No. 29 containing 275.134 acres. The fifteen SAVE AND EXCEPT tracts being described as follows:

SAVE AND EXCEPT LOT NO. 8 – 13.679 ACRE TRACT

BEING a 13.679 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and a part of the Polham Humphries League, Abstract No. 32 and being Lot 8 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 8 being a part of those tracts formerly known as Lot 3 of Dupont-Beaumont Industrial Site No. 1, Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 4, Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 8 also being a part of three adjoining tracts; conveyed to E.I. DuPont de Nemours and Company, containing 124.708 acres, 52.667 acres and 49.839 acres and recorded in Volume 845, Page 63, Volume 845, Page 73 and Volume 845, Page 63, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 8 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 04° 21' 26" East for a distance of 657.05 feet to the south corner and Point of Beginning of the herein described Lot No. 8;

THENCE the following courses and distances:

North 44° 07' 41" West, 458.00 feet;

North 45° 52' 19" East, 1301.00 feet;

South 44° 07' 41" East, 458.00 feet;

South 45° 52' 19" West, 1301.00 feet back to the Point of Beginning and containing 13.679 acres of land.

SAVE AND EXCEPT LOT NO. 9 – 5.251 ACRE TRACT

Being a 5.251 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 9 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 9 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are filed in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 9 also being a part of that 52.667 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY which is recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 9 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 76° 12' 31" East for a distance of 928.23 feet to the south corner and Point of Beginning of the herein described Lot No. 9;

THENCE the following courses and distances;

North 44° 07' 41" West, 542.00 feet;

North 45° 52' 19" East, 422.00 feet;

South 44° 07' 41" East, 542.00 feet;

South 45° 52' 19" West, 422.00 feet back to the Point of Beginning and containing 5.251 acres of land.

SAVE AND EXCEPT LOT NO. 10 – 10.337 ACRE TRACT

Being a 10.337 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 10 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 10 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 10 also being a part of two adjoining tracts, conveyed to E. I. DUPONT DE NEMOURS AND COMPANY, containing 52.667 acres and 235.116 acres and recorded in Volume 845, Page 73 and Volume 845, Page 48, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 10 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 09' 43" East for a distance of 1341.37 feet to the south corner and Point of Beginning of the herein described Lot No. 10;

THENCE the following courses and distances;

North 44° 07' 41" West, 533.50 feet;

North 45° 52' 19" East, 844.00 feet;

South 44° 07' 41" East, 533.50 feet;

South 45° 52' 19" West, 844.00 feet back to the Point of Beginning and containing 10.337 acres of land.

SAVE AND EXCEPT LOT NO. 12 – 7.247 ACRE TRACT

Being a 7.247 acre tract situated in Jefferson County, Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 12 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 12 being a part those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 12 also being a part of that certain 235.116 acre tract conveyed to E.L. DuPont de Nemours and Company and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 12 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 62° 38' 46" East for a distance of 3049.38 feet to the south corner and Point of Beginning of the herein described Lot No. 12;

THENCE the following courses and distances;

North 44° 07' 41" West, 861.00 feet;

North 45° 52' 19" East, 517.50 feet;

South 25° 23' 27" East, 479.41 feet;

South 22° 50' 42" East, 436.79 feet;

South 45° 52' 19" West, 204.95 feet back to the Point of Beginning and containing 7.247 acres of land.

SAVE AND EXCEPT LOT NO. 13 – 9.806 ACRE TRACT

Being a 9.806 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 13 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 13 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively of the Map Records of Jefferson County, Texas with the said Lot No. 13 also being a part of two adjoining tracts, conveyed to E.I. DuPont de Nemours and Company, containing 235.116 acres and 52.667 acres recorded in Volume 845, Page 48 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 13 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 70° 43' 22" East for a distance of 2163.39 feet to the south corner and Point of Beginning of the herein described Lot No. 13;

THENCE the following courses and distances;

North 44° 07' 41" West, 1128.50 feet;

North 45° 52' 19" East, 378.50 feet;

South 44° 07' 41" East, 1128.50 feet;

South 45° 52' 19" West, 378.50 feet back to the Point of Beginning and containing 9.806 acres of land.

SAVE AND EXCEPT LOT NO. 14 – 16.047 ACRE TRACT

Being a 16.047 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 14 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 14 being the same tract formerly known as Lot 1 of Dupont-Beaumont Industrial Site No. 2 and Lot 1 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394 of the Map Records of Jefferson County, Texas, respectively with the said Lot No. 14 also being a part of three adjoining tracts, conveyed to E.I. DuPont De Nemours and Company, containing 235.116 acres, 49.839 acres and 52.667 acres and recorded in Volume 845,

Page 48, Volume 845, Page 63 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 14 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE South 78° 03' 30" East for a distance of 2447.21 feet to the south corner and Point of Beginning of the herein described Lot No. 14;

THENCE the following courses and distances;

North 44° 07' 41" West, 1785.00 feet;

North 45° 52' 19" East, 170.00 feet;

North 44° 07' 41" West, 151.50 feet;

North 45° 52' 19" East, 120.00 feet;

North 44° 07' 41" West, 55.50 feet;

North 45° 52' 19" East, 106.50 feet;

South 44° 07' 41" East, 290.70 feet;

South 57° 34' 59" East, 131.08 feet;

South 44° 07' 41" East, 377.81 feet;

North 45° 52' 19" East, 22.00 feet;

South 44° 07' 41" East, 529.50 feet;

South 45° 52' 19" West, 113.02 feet;

South 38° 40' 29" East, 220.23 feet;

South 28° 47' 04" East, 97.79 feet;

South 24° 38' 36" East, 82.40 feet;

South 21° 42' 03" East, 129.54 feet;

South 14° 47' 53" East, 95.82 feet;

South 45° 52' 19" West, 45.34 feet;

South 44° 07' 41" East, 72.00 feet;

South 45° 52' 19" West, 120.00 feet back to the Point of Beginning and containing 16.047 acres of land.

SAVE AND EXCEPT LOT NO. 15 -- 3.312 ACRE TRACT

Being a 3.312 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 15 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 15 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 15 also being a part of that certain 49.839 acre tract conveyed to E.L. DuPont de Nemours and Company and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 15 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE North 52° 20' 43" East for a distance of 1920.23 feet to the south corner and Point of Beginning of the herein described Lot No. 15;

THENCE the following courses and distances:

North 44° 07' 41" West, 417.00 feet;

North 45° 52' 19" East, 346.00 feet;

South 44° 07' 41" East, 417.00 feet;

South 45° 52' 19" West, 346.00 feet back to the Point of Beginning and containing 3.312 acres of land.

SAVE AND EXCEPT LOT NO. 17 – 2.135 ACRE TRACT

Being a 2.135 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 17 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 17 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 17 also being a part of that certain 235.116 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 17 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 50° 39' 19" East for a distance of 3116.77 feet to the south corner and Point of Beginning of the herein described Lot No. 17;

THENCE the following course and distances:

North 72° 09' 54" West, 230.50 feet;

North 19° 43' 50" East, 265.91 feet;

South 72° 09' 54" East, 323.13 feet;

South 35° 56' 53" East, 32.87 feet to a point of curvature of a curve to the right having a central angle of 95° 33' 17" and a radius of 95.00 feet;

THENCE along said curve to the right for a total arc distance of 158.44 feet subtended by a chord distance of 140.70 feet which bears South 11° 49' 46" West;

South 59° 36' 25" West, 63.63 feet;

South 77° 22' 54" West, 116.33 feet back to the Point of Beginning and containing 2.135 acres of land.

SAVE AND EXCEPT LOT NO. 20 – 3.893 ACRE TRACT

Being a 3.893 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 20 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 20 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 20 also being a part of two adjoining tracts, conveyed to E. I. DUPONT DE NEMOURS AND COMPANY containing 49.839 acres and 82.072 acres recorded in Volume 845, Page 63 and Volume 845, Page

73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 20 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 40° 04' 13" East for a distance of 2541.58 feet to the south corner and Point of Beginning of the herein described Lot No. 20;

THENCE the following courses and distances;

North 53° 24' 25" West, 462.65 feet;

North 29° 18' 21" East, 80.93 feet;

South 55° 37' 05" East, 45.80 feet;

North 35° 42' 52" East, 272.15 feet;

South 62° 20' 08" East, 637.00 feet;

South 20° 26' 52" West, 67.50 feet;

North 69° 22' 08" West, 335.50 feet;

South 16° 54' 52" West, 314.27 feet back to the Point of Beginning and containing 3.893 acres of land.

SAVE AND EXCEPT LOT NO. 21 – 0.782 ACRE TRACT

Being a 0.782 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 21 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 21 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 21 also being a part of that certain 49.839 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY and recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 21 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 30° 53' 26" East for a distance of 2184.98 feet to the south corner and Point of Beginning of the herein described Lot No. 21;

THENCE the following courses and distances;

North 41° 45' 13" West, 272.59 feet;

North 41° 42' 27" East, 90.07 feet;

South 56° 42' 36" East, 274.41 feet;

South 41° 55' 59" West, 161.28 feet back to the Point of Beginning and containing 0.782 acres of land.

SAVE AND EXCEPT LOT NO. 22 -- 0.143 ACRE TRACT

Being a 0.143 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 22 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 22 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 22 also being a part of that certain 49.839 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 22 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 30° 03' 09" East for a distance of 2129.50 feet to the south corner and Point of Beginning of the herein described Lot No. 22;

THENCE the following courses and distances:

North 46° 18' 18" West, 113.44 feet;

North 47° 26' 35" East, 58.36 feet;

South 43° 50' 00" East, 110.37 feet;

South 44° 22' 37" West, 53.48 feet back to the Point of Beginning and containing 0.143 acres of land.

SAVE AND EXCEPT LOT NO. 23 -- 18.933 ACRE TRACT

Being a 18.933 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 23 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 23 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 23 also being a part of two adjoining tracts, conveyed to E. I. DUPONT DE NEMOURS AND COMPANY, containing 7.69 acres and 235.116 acres and recorded in Volume 1507, Page 91 and Volume 845, Page 48, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 23 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 81° 28' 22" East for a distance of 3589.28 feet to the south corner and Point of Beginning of the herein described Lot No. 23;

THENCE the following courses and distances:

North 68° 11' 08" West, 637.40 feet;

North 00° 44' 52" East, 1272.00 feet;

South 89° 15' 08" East, 594.80 feet;

South 00° 44' 52" West, 1501.12 feet back to the Point of Beginning and containing 18.933 acres of land.

SAVE AND EXCEPT LOT NO. 25 – 0.625 ACRE TRACT

Being a 0.625 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 25 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 25 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are filed in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 25 also being a part of that 52.667 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY which is recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 25 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 67° 17' 54" East for a distance of 676.02 feet to the south corner and Point of Beginning of the herein described Lot No. 25;

THENCE the following courses and distances:

North 44° 07' 41" West, 210.00 feet;

North 45° 52' 19" East, 91.00 feet;

South 44° 07' 41" East, 15.00 feet;

North 45° 52' 19" East, 57.00 feet;

South 44° 07' 41" East, 142.00 feet;

South 45° 52' 19" West, 57.00 feet;

South 44° 07' 41" East, 53.00 feet;

South 45° 52' 19" West, 91.00 feet back to the Point of Beginning and containing 0.625 acres of land.

SAVE AND EXCEPT LOT NO. 26 – 0.643 ACRE TRACT

Being a 0.643 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 26 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 26 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 26 also being a part of that certain 235.116 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY and recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 26 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 08' 38" East for a distance of 3249.99 feet to the south corner and Point of Beginning of the herein described Lot No. 26;

THENCE the following courses and distances:

North 44° 07' 41" West, 127.00 feet;

North 45° 52' 19" East, 251.00 feet;

COMMSPAC5P31256LUCITE

South 44° 07' 41" East, 89.00 feet;  
South 45° 52' 19" West, 102.00 feet;  
South 44° 07' 41" East, 38.00 feet;  
South 45° 52' 19" West, 149.00 feet back to the Point of Beginning and containing 0.643 acres of land.

SAVE AND EXCEPT LOT NO. 27 -- 0.218 ACRE TRACT

Being a 0.218 acre tract situated in Jefferson County, Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 27 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 27 being a part those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 27 also being a part of that certain 235.116 acre tract conveyed to E.I. DuPont de Nemours and Company and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 27 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 10' 53" East for a distance of 3454.40 feet to the south corner and Point of Beginning of the herein described Lot No. 27;

THENCE the following course and distances:

North 44° 07' 41" West, 109.00 feet;  
North 45° 52' 19" East, 109.00 feet;  
South 44° 07' 41" East, 68.00 feet;  
South 45° 52' 19" West, 58.00 feet;  
South 44° 07' 41" East, 41.00 feet;  
South 45° 52' 19" West, 51.00 feet back to the Point of Beginning and containing 0.218 acres of land.

**EASEMENT:**

Easement estate as set forth in Declaration of Easements and Covenants executed by E.I. du Pont de Nemours and Company as recorded under County Clerk's Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

ATTACHMENT 12

Need existing appraisal account numbers and values.

<u>Account Number</u>	<u>2011 Taxable Value</u>
500303-000-000010-00000-2	\$35,460,000
500303-000-000025-00100	\$1,656,359
500303-000-000030-000	\$0
Total Value of Existing Realty at the Site	\$37,116,359

These existing accounts represent the MMA process and associated improvements. These accounts and the property represented by them will not be subject to the Beaumont School District Agreement.

**ATTACHMENT 13**

Job Requirement Waiver

N/A

**Calculations of wages information---Based on Most Recent Data Available**

**110% of County Average Weekly Wage for all Jobs**

Year	Period	Wages
2010	3Q	874
2010	4Q	969
2011	1Q	928
2011	2Q	881

Average= \$913 average weekly salary  
X 1.1 (110%)  
**\$1004.30** 110% of County Average Weekly Wage for all Jobs

**110% of County Average Weekly Wage for manufacturing Jobs**

Year	Period	Wages
2010	3Q	1,520
2010	4Q	1,598
2011	1Q	1,901
2011	2Q	1,520

Average= \$1,634.75 average weekly salary  
X 1.1 (110%)  
**\$1,798.23** 110% of County Average Weekly Wage for all Jobs

**110 % of County Average Weekly Wage for Manufacturing Jobs in Region**  
**(South East Texas Regional Planning Commission)**

\$27.56 per hour  
X 40 hr per week  
 \$ 1,102.40 average weekly salary  
X 1.10 (110%)  
**\$1,212.64**  
X 52 weeks  
**\$63,057.28** 110% of County Average Weekly Wage for all Jobs in Region

## Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2010	1st Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$860
2010	2nd Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$839
2010	3rd Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$874
2010	4th Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$969
2011	1st Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$928
2011	2nd Qtr	Jefferson County	Private	00	0	10	Total, All Industries	\$881
2011	2nd Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,520
2011	1st Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,901
2010	4th Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,598
2010	3rd Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,520
2010	2nd Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,508
2010	1st Qtr	Jefferson County	Private	31	2	31-33	Manufacturing	\$1,734

**2010 Manufacturing Wages by Council of Government Region  
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
<b>Texas</b>		
<a href="#">1. Panhandle Regional Planning Commission</a>	\$18.60	\$38,683
<a href="#">2. South Plains Association of Governments</a>	\$16.21	\$33,717
<a href="#">3. NORTEX Regional Planning Commission</a>	\$18.34	\$38,153
<a href="#">4. North Central Texas Council of Governments</a>	\$23.45	\$48,777
<a href="#">5. Ark-Tex Council of Governments</a>	\$15.49	\$32,224
<a href="#">6. East Texas Council of Governments</a>	\$17.63	\$36,672
<a href="#">7. West Central Texas Council of Governments</a>	\$17.48	\$36,352
<a href="#">8. Rio Grande Council of Governments</a>	\$15.71	\$32,683
<a href="#">9. Permian Basin Regional Planning Commission</a>	\$19.90	\$41,398
<a href="#">10. Concho Valley Council of Governments</a>	\$15.33	\$31,891
<a href="#">11. Heart of Texas Council of Governments</a>	\$17.91	\$37,257
<a href="#">12. Capital Area Council of Governments</a>	\$25.37	\$52,778
<a href="#">13. Brazos Valley Council of Governments</a>	\$15.24	\$31,705
<a href="#">14. Deep East Texas Council of Governments</a>	\$15.71	\$32,682
<a href="#">15. South East Texas Regional Planning Commission</a>	<b>\$27.56</b>	<b>\$57,333</b>
<a href="#">16. Houston-Galveston Area Council</a>	\$24.52	\$51,002
<a href="#">17. Golden Crescent Regional Planning Commission</a>	\$20.07	\$41,738
<a href="#">18. Alamo Area Council of Governments</a>	\$17.28	\$35,952
<a href="#">19. South Texas Development Council</a>	\$13.27	\$27,601
<a href="#">20. Coastal Bend Council of Governments</a>	\$21.55	\$44,822
<a href="#">21. Lower Rio Grande Valley Development Council</a>	\$14.35	\$29,846
<a href="#">22. Texoma Council of Governments</a>	\$18.10	\$37,651
<a href="#">23. Central Texas Council of Governments</a>	\$17.21	\$35,788
<a href="#">24. Middle Rio Grande Development Council</a>	\$13.21	\$27,471

Source: Texas Occupational Employment and Wages

Data published: June 2011

Data published annually, next update will be June 2012.

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

**ATTACHMENT 15**

In addition to the annual salary, each qualified position will receive Medical, Dental, Vision, Basic Life Insurance, and Short & Long Term Disability Insurance. The company also has a 401K plan that will 100% match up to 6% of the employee's wages. The company also pays for an EAP (employee assistance program) and a tuition reimbursement program.

# A Report of the Economic Impact over 25 Years from Project Rebound -- the Restarted Operations and Expansion of Lucite International's Beaumont, Texas Plant

December 19, 2010

Prepared for:

Lucite International  
6350 North Twin City Highway  
Nederland, Texas 77627

Prepared by:

Impact DataSource  
4709 Cap Rock Drive  
Austin, Texas 78735  
(512) 892-0205  
Fax (512) 892-2569  
jwalker@onr.com  
www.impactdatasource.com

**Impact**DataSource

# Table of Contents

Executive Summary .....	3
The Report:	
Introduction .....	10
Description of Project .....	12
Types of Economic Impacts that the Project will Provide .....	12
Economic Impact During Construction of the Project .....	14
Economic Impact Over the First 25 Years of the Project .....	15
Costs and Benefits for Jefferson County During the First 25 Years of the Project .....	17
Additional Revenues for:	
City of Beaumont .....	18
Beaumont ISD .....	20
Port of Beaumont .....	20
Sabine - Neches Navigation District .....	21
Drainage District # 7 .....	21
Sales Tax Collections by Cities in the County on Workers' Spending .....	22
Property Tax Collections by Other Cities, School Districts and Special Taxing Districts on New Residential Property .....	22
Summary of Total Revenues for Jefferson County and Other Taxing Districts from the Facility During Construction and Over the First 25 Years of the Project .....	23
Conduct of the Analysis .....	23
About Impact DataSource .....	24
Appendices:	
A Economic Impacts During Construction of the Project .....	25
B Economic Impacts During Operations of the Project .....	29
C Costs and Benefits for Jefferson County from the Project .....	41
Schedules of revenues for:	
D City of Beaumont .....	51

E	Beaumont ISD .....	57
F	Port of Beaumont .....	67
G	Sabine - Neches Navigation District .....	73
H	Drainage District # 7 .....	79
I	Sales Taxes Collected by Other Cities on Workers' Spending .....	85
J	Property Taxes Collected by Other Cities, School Districts and Special Taxing Districts on New Residential Property .....	87

# Executive Summary

## The Project

Lucite International's Project Rebound for the restart of operations and expansion of the chemical operations located at 6350 North Twin City Highway in Nederland, Texas will begin in 2011. Initially, the project will entail clean-up, maintenance and turnaround of the 1st and 2nd trains of the existing methyl methacrylate (MMA) plant. No real property improvements will be associated with the turnaround and restart of MMA production.

If approved, a hydrogen cyanide (HCN) synthesis plant and an ammonia recovery system for the HCN plant will be constructed in 2011 with a projected 2012 start-up. If approved, a methacrylic acid (MAA) plant may be constructed with a projected start-up in the fourth quarter of 2012. If approved, an HMA (higher monomers production) plant may be constructed in 2013 and will be projected to be completed for operation beginning in 2014.

Lucite International will spend an estimated \$97.2 million on restarting and expansion of its plant -- about \$84 million of which will be added to local tax rolls.

Overall, the project is expected to take about 48 months to complete.

Once expanded, the facility will employ 105 permanent workers whose average annual salaries will be \$82,000.

The taxing districts in which the facility is located include Jefferson County, Beaumont ISD, Port of Beaumont, Sabine - Neches Navigation District, and Drainage District # 7. In addition, the facility is located the City of Beaumont's extraterritorial jurisdiction (ETJ).

## Tax Abatement Requested from the County and Other Taxing Districts

The firm will request property taxes on it qualified property from Jefferson County and from the port, navigation and drainage districts.

The firm requests that property taxes be abated for nine years on the qualified property that this project will add to local tax rolls at the following percentage:

Percentage of Taxes Requested for Abatement on the Firm's Qualified Property	
Tax abatement year 1	100%
Tax abatement year 2	100%
Tax abatement year 3	90%
Tax abatement year 4	90%
Tax abatement year 5	90%
Tax abatement year 6	80%
Tax abatement year 7	80%
Tax abatement year 8	70%
Tax abatement year 9	70%

It is expected that the base year for tax abatement will be when the expansion projects at the facility are completed and on local tax rolls.

Beaumont ISD may be asked for appraised value limitations and tax credits for the facility under the Texas Tax Code Chapter 313.

**Economic Impact of the Facility During Construction**

During construction, the facility is expected to have a large economic impact on the Jefferson County area. Some of the estimated economic impacts during construction are shown below.

Estimated Economic Impact of the Project During Construction	
Economic activity which may be generated during construction, including spending on the project and spin-off revenues in area businesses	\$191,223,990
Number of direct construction jobs and indirect jobs that may be created and supported during the construction period	340
Estimated direct construction workers and indirect workers' salaries	\$97,355,277
Estimated taxable worker spending in Jefferson County	\$19,276,345

### Economic Impact of the Project During Operations

Over the first 25 years of the project, the operations of the Lucite International's facility is expected to have a huge economic impact on the Jefferson County area. Some of these estimated economic impacts are shown below.

<b>Estimated Economic Impact of the Operations of the Facility During its First 25 Years</b>	
Estimated number of permanent direct and indirect jobs created	525
Direct and indirect worker salaries	\$931,508,090
Estimated taxable worker spending in the county	\$184,438,602
Appraised market value of property added to county tax rolls:	
Real and personal property at the facility	\$82,168,890
New residential property constructed for workers	\$11,358,897

**Costs and Benefits for Jefferson County During the First 25 Years of the Project, During Construction and Operations**

Over the first 25 years of the project -- during the construction of the facility and its operations -- the project will generate the following net benefits for Jefferson County, as shown below.

<b>Estimated Costs and Benefits for Jefferson County Over the First 25 Years of the Project</b>		
Sales tax collections on workers' spending over the first 25 years:		
During construction	\$96,382	
Over the first 25 years of the project	\$922,193	
Total sales tax collections		\$1,018,575
Property taxes that may be abated on the facility's real property over the first ten years after property is first added to tax rolls		\$2,201,353
Property tax collections:		
On the facility after any possible abatements	\$6,825,299	
On new residential property	\$1,368,295	
Total property tax collections		\$8,193,593
Total sales and property tax collections		\$9,212,168
Less additional costs for Jefferson County to provide services to the households of new workers		(\$815,974)
Net benefits for the county during construction and over the first 25 years of the project		\$8,396,194

**Costs and Benefits for the City of Beaumont During the First 25 Years of the Project, During Construction and Operations**

Over the first 25 years of the project -- during the construction of the facility and its operations -- the project will generate the following net benefits for the City of Beaumont, as shown below.

<b>Estimated Costs and Benefits for the City of Beaumont Over the First 25 Years of the Project</b>	
Sales tax collections on workers' spending of construction workers during construction and by plant workers once the	\$1,069,503
Possible payments in lieu of taxes	\$1,792,544
Property tax collections on new residential property	\$839,720
Total sales and property tax collections	\$3,701,768
Less additional costs for the City to provide services the households of new workers who move to the city	(\$1,087,965)
Net benefits for the city during construction and over the first 25 years of the project	\$2,613,803

**Total Revenues for Jefferson County and Other Taxing Districts from the Facility Over the First 25 Years of the Project, During Construction and Operations**

Over the first 25 years of the project, during construction and operations, Lucite International's facility is expected to generate substantial revenues for Jefferson County and cities, school districts and special taxing districts in the county. These estimated revenues are shown below.

<b>Estimated Revenues for Jefferson County and Other Local Taxing Districts Over the First 25 Years of the Project</b>				
	Property Taxes	Sales Taxes on Workers Spending	Payments in Lieu of Taxes	Total
Taxing districts in which the facility is located:				
Jefferson County	\$8,193,593	\$1,018,575		\$9,212,168
City of Beaumont	\$839,720	\$1,069,503	\$1,792,544	\$3,701,768
Beaumont ISD	\$27,301,763			\$27,301,763
Port of Beaumont	\$1,106,725			\$1,106,725
Sabine-Neches Navigation District	\$409,619			\$409,619
Drainage District # 7	\$2,077,803			\$2,077,803
Other taxing districts in which some workers live:				
Other cities	\$1,559,481	\$3,055,724		\$4,615,205
Other school districts	\$3,326,080			\$3,326,080
Other special taxing districts	\$585,780			\$585,780
<b>Total</b>	<b>\$45,400,565</b>	<b>\$5,143,802</b>	<b>\$1,792,544</b>	<b>\$52,336,912</b>

Property tax collections shown for the City of Beaumont will be on new residential property built for some direct and indirect workers who may live in the city.

Details of this economic impact analysis are shown on the following pages.

# The Full Report

## Introduction

This report presents the results of an economic impact analysis performed by Impact DataSource, an Austin, Texas economic research firm. The purpose of this analysis was to estimate the impact that the restart and expansion of Lucite International's plant in Beaumont, Texas will have on the economy of Jefferson County over the first 25 years of the project, during its construction and operations. In addition, costs and benefits for the county were estimated along with revenues for cities, school districts and special taxing districts in the county over the same period.

### Projections of this Study are Estimates

Projections, targets, and expectations in this report are estimates. Actual results, including project scope, timing, costs, jobs, construction plans, potential tax and other payments and any other forecasted economic benefits may be different.

### Study of Impacts Over Twenty-Five Years

This study projects the economic impact over a 25 year period -- during construction and operations of the the project. The projected and productive life of the project is longer than ten years of productive life required for eligible property under the Jefferson County Uniform Tax Abatement Policy - 2009.

### Property Taxes and Estimated Property Tax Abatement Calculated

Lucite International's plant located near Beaumont, Texas in the city's ETJ. The facility is in Jefferson County, Beaumont ISD, the Port of Beaumont, Sabine-Neches Navigation District and Drainage District # 7.

This analysis calculates property taxes that will be paid and may be abated by Jefferson County and along with similar possible abatements that may be requested from the port, navigation and drainage districts.

The firm is requesting tax abatement on its real property improvements -- its qualified property -- for each phase, as each phase is completed

<b>Percentage of Taxes Requested for Abatement on the Firm's Qualified Property for Each Phase of the Firm's Project</b>	
	Percent of Tax Abatement Requested
Tax abatement year 1	100%
Tax abatement year 2	100%
Tax abatement year 3	90%
Tax abatement year 4	90%
Tax abatement year 5	90%
Tax abatement year 6	80%
Tax abatement year 7	80%
Tax abatement year 8	70%
Tax abatement year 9	70%

It is expected that the base year for tax abatement for each phase of the firm's expansion projects will begin when property of each phase is placed on local tax rolls.

Further, this analysis estimates property taxes that will be collected by Beaumont ISD after tax credits and exemptions under Texas Tax Code Chapter 313 over a ten year period.

In addition, this analysis assumes that only real property improvements to be made at the facility will be considered for property tax abatement.

Since the facility will be located in City of Beaumont's ETJ, the project may make payments in lieu of taxes to the city.

**Sales Taxes Estimated on Workers' Spending**

Construction workers and permanent employees of the facility along with workers in indirect jobs will spend part of their salaries in Jefferson County and its cities. This analysis calculates sales taxes that will be collected by the county and cities on this spending.

**Property Taxes on New Residential Property**

Some of the new plant workers and workers in indirect jobs created in the area may buy or build new residential property. This analysis calculates additional property taxes that may be collected by the county

and other local taxing districts on this new residential property.

### **Description of the Project**

Lucite International's Project Rebound for the restart of operations and expansion of the chemical operations located at 6350 North Twin City Highway in Nederland, Texas will begin in 2011. Initially, the project will entail clean-up, maintenance and turnaround of the 1st and 2nd trains of the existing methyl methacrylate (MMA) plant. No real property improvements will be associated with the turnaround and restart of MMA production.

If approved, a hydrogen cyanide (HCN) synthesis plant and an ammonia recovery system for the HCN plant will be constructed in 2011 with a projected 2012 start-up. If approved, a methacrylic acid (MAA) plant may be constructed with a projected start-up in the fourth quarter of 2012. If approved, an HMA (higher monomers production) plant may be constructed in 2013 and will be projected to be completed for operation beginning in 2014.

Lucite International will spend an estimated \$97.2 million on restarting and expansion of its plant -- about \$84 million of which will be added to local tax rolls.

Overall, the project is expected to take about 48 months to complete.

Once expanded, the facility will employ 105 permanent workers whose average annual salaries will be \$82,000.

### **Types of Economic Impacts that the Project May Provide**

Jefferson County can expect substantial economic benefits from project.

Economic benefits were projected in this analysis from the following activities:

- The development and construction of the facility,
- The operations of the facility, and
- Spending by the facility's workers and workers in spin-off jobs created in the area.

The economic impacts that may be expected from the project include the following:

- Spending by the facility and revenues for area businesses,
- New jobs,
- Additional worker salaries or personal income,
- New homes to be constructed
- Additional taxable sales in area businesses, and
- Property at the facility that may be added to local tax rolls.

These economic impacts may be characterized as direct, indirect and induced.

The direct economic impact will be from the construction and operations of the facility and its employees. From the spending by the facility and its employees, indirect and induced benefits or spin-off benefits will be created. Indirect sales, jobs and salaries will be created in new or existing local businesses and organizations, such as construction companies, parts and equipment suppliers, motels, and other businesses that supply goods and services to the facility during construction and during the facility's operations.

In addition, induced sales, jobs and salaries will be created in new or existing area businesses or organizations, such as restaurants, gas stations, banks, book stores, grocery stores, apartment complexes, convenience stores, service companies, etc. that supply goods and services to employees of the facility and their families and, in turn, to workers in indirect jobs and their families.

To estimate the indirect and induced economic impact of the facility and its employees on the Jefferson County area, regional economic multipliers were used. Regional economic multipliers for Texas and areas of the state are included in the US Department of Commerce's Regional Input-Output Modeling System (RIMS II).

Three types of regional economic multipliers were used in this analysis:

- Output multiplier and
- Employment multiplier and
- Earnings multiplier.

An output multiplier was used to estimate indirect and induced revenues created in the state as a result of construction and operation of the facility -- revenues for other businesses in the state supported by the project -- for every dollar of construction costs or spending for operations.

An employment multiplier was used to estimate the number of indirect and induced jobs created and supported in state for each construction or operations job at the facility. Similarly, an earnings multiplier was used to estimate the amount of salaries to be paid to the workers in these new indirect and induced jobs for every dollar paid to a direct construction or operations worker at the facility. Indirect and induced multipliers used in this analysis are shown below.

Indirect Multipliers Used in the Analysis		
	During Construction	During Operations
Output	1.3145	1.3811
Employment	1.8011	4.0000
Earnings	1.3567	2.0000

How the project may impact economy of Jefferson County during construction is discussed next.

**Economic Impact During Construction of the Project**

Construction of the project in Jefferson County, with an approximate cost of \$97.2 million, will be over 48 months. During this period, an estimated average of 122 direct construction workers will be continually employed on the project. The estimated local construction payroll will be \$41.3 million.

This construction activity and direct construction jobs and salaries may, in turn, create and support revenues in other businesses in the area and indirect jobs and salaries during the time that the facility is being constructed.

In total, the facility may support an estimated \$191.2 million in gross area product or economic activity in area (representing direct and indirect activities) during its construction, an average of 340 total direct and indirect jobs each year during the construction period and total direct and indirect salaries estimated to be \$97.3 million, as shown below.

Estimated Area Economic Impact During Construction of the Project						
	Year 1	Year 2	Year 3	Year 4	Average	Total
Revenues for area businesses:						
Direct	\$4,675,000	\$33,532,500	\$35,912,500	\$8,500,000	\$20,655,000	\$82,620,000
Indirect	\$6,145,288	\$44,078,471	\$47,206,981	\$11,173,250	\$27,150,998	\$108,603,990
Total	\$10,820,288	\$77,610,971	\$83,119,481	\$19,673,250	\$57,183,580	\$191,223,990
Jobs:						
Direct	28	197	211	50	122	122
Indirect	50	355	380	90	219	219
Total	78	552	591	140	340	340
Salaries:						
Direct	\$2,337,500	\$16,766,250	\$17,956,250	\$4,250,000	\$10,327,500	\$41,310,000
Indirect	\$3,171,286	\$22,746,771	\$24,361,244	\$5,765,975	\$14,011,319	\$56,045,277
Total	\$5,508,786	\$39,513,021	\$42,317,494	\$10,015,975	\$24,338,819	\$97,355,277

In addition, estimated spending by workers in Jefferson County during construction of the facility on which sales taxes may be collected is shown below:

<b>Estimated Taxable Worker Spending During Construction of the Project</b>	
In Jefferson County	\$19,276,345

Schedules showing the economic impact of the facility during construction are on Appendix A.

### **Economic Impact of the Operations of the Facility**

The facility is expected to restart operations in 2011 and the expanded plant will begin full operations in 2014.

An estimated 105 workers will be employed when the expanded facility is fully operational. The average annual salaries of these workers will be \$82,000.

Over the first 25 years of its operations, the facility is expected to generate \$23.2 billion in estimated revenues for area businesses including the facility, 300 estimated direct and indirect jobs and estimated salaries of \$566 million. In addition, the facility is expected to add real property with a value of \$880 million to local tax rolls. Further, an estimated \$8.1 million in new residential property is expected be added to tax rolls by new direct and indirect workers.

Plus, workers in these new jobs are expected to generate estimated taxable sales of \$101 million in the county. This estimated economic impact over the first 25 years the project is shown on the following page.

<b>Estimated Economic Impact of the Facility During Operations Over the Next 25 Years</b>	
Additional revenues to be generated by the facility and revenues for area businesses:	
Direct (facility's added gross margin)	\$10,339,592,593
Indirect (revenues for local businesses)	\$14,280,011,330
Total	\$24,619,603,923
Jobs:	
Direct	105
Indirect	420
Total	525
Salaries:	
Direct	\$310,502,697
Indirect	\$621,005,394
Total	\$931,508,090
The estimated appraised market value of the project once completed	\$82,168,890
New residential property added to county tax rolls	\$11,358,897
Taxable worker spending in Jefferson County	\$184,438,602

Schedules showing details of the economic impact of the project over the first 25 years is shown on Appendix B.

**Costs and Benefits for Jefferson County Over the First 25 Years During Construction and Operations of the Facility**

Over the first 25 years -- during construction and operations of the facility -- Jefferson County may receive estimated revenues from the project and incur additional costs of providing county services to the households of new workers who move to the county, as shown below.

Estimated Costs and Benefits for Jefferson County Over the First 25 Years of the Project, During Construction and Operations	
Sales tax collections on workers' spending over the first 25 years:	
During construction	\$96,382
During the operations of the facility	\$922,193
Total sales tax collections on workers' spending	\$1,018,575
Property taxes that may be <u>abated</u> on the facility's real property over the first ten years after property is first added to tax rolls	\$2,201,353
Property taxes to be <u>collected</u> from the facility, after any abatements that may be granted by the County, and on new residential property that may be built by workers:	
On the facility	\$6,825,299
On new residential property	\$1,368,295
Total property tax collections	\$8,193,593
Total sales and property tax collections	\$9,212,168
Less estimated additional costs for Jefferson County to provide services to the households of new workers	(\$815,974)
Estimated net benefits for the county over the first 25 years of the project, during construction and operations	\$8,396,194

Schedules showing details of the estimated costs and benefits for Jefferson County are shown on Appendix C.

## Costs and Benefits for the City of Beaumont

### Payments in Lieu of Taxes

Lucite International's facility is located in the City of Beaumont's ETJ and the facility may make payments in lieu of property taxes to the City. These payments will be equivalent to 80% declining to 75% over six years of the city's property taxes on the plant's real property.

These total estimated payments, which will be over the first six years, are shown below.

Estimated Payments in Lieu of Taxes That May be Made to the City of Beaumont Over the First 6 Years of the Project	
Payments in lieu of taxes that may be made by the facility	\$1,792,544

### Sales and Property Taxes Collected from Workers

In addition, the City will receive sales taxes on workers' spending and property taxes on new residential property that may be built in the City. These tax collections from workers are shown below.

Sales Tax Collections on Workers' Spending and Property Taxes on New Residential Property Over 25 Years	
Sales tax collections on workers' spending over the first 25 years	\$1,069,503
Property taxes to be collected on new residential property new residential property that may be built by workers	\$839,720
Total sales and property tax collections from workers	\$1,909,224

**Costs of Municipal Service for New Workers Who Move to the City**

The city may incur some additional costs for new workers who move to the community. This additional cost over the first 25 years is shown below.

<b>City of Beaumont's Additional Costs of Services for New Workers that May Move to the City</b>	
Additional city costs to provide services to the households of new workers who move to the city	\$1,087,965

**Costs and Benefits for the City of Beaumont**

In total, over the first 25 years of the project the City have the following costs and benefits from the facility and direct and indirect workers:

<b>Costs and Benefits for the City Over 25 Years</b>	
Payments in lieu of taxes to be received from the facility	\$1,792,544
Sales tax collections on workers' spending over the first 25 years	\$1,069,503
Property taxes to be collected on new residential property that may be built by workers	\$839,720
Total revenues for the City	\$3,701,768
Additional costs for the city to provide services to the households of new workers who move to the city	(\$1,087,965)
Net benefits for the City	\$2,613,803

Schedules showing details of estimated payments in lieu of taxes to be made to the City of Beaumont are shown on Appendix D.

## Revenues for Beaumont ISD

The facility is located in Beaumont ISD.

Beaumont ISD may be asked for appraised value limitations and tax credits for the facility under the Texas Tax Code Chapter. This request will begin in 2011 when property at the facility generated by this project is placed on school district tax rolls.

Over the first 25 years of the project, the school district may receive the following property taxes from the facility and on new residential property:

<b>Estimated Property Taxes that May be Collected by Beaumont ISD Over the First 25 Years of the Project</b>	
Property taxes to be collected from the facility after credits and exemptions	\$25,582,960
Property taxes to be collected on new residential property that may be built in the district	\$1,718,803
Total property tax collections	\$27,301,763

Schedules showing details of the estimated revenues for the school district are shown on Appendix E.

## Revenues for the Port of Beaumont

The facility is located in the Port of Beaumont taxing district. Over the first 25 years of the project, the port may receive the following estimated property taxes from the facility:

<b>Estimated Property Taxes that May be Made to the Port of Beaumont Over the First 25 Years of the Project</b>	
Property taxes that may be abated	\$446,453
Property taxes to be collected from the facility, after any abatements that may be granted by the district	\$1,106,725

Schedules showing details of the estimated revenues for the port are shown on Appendix F.

#### Revenues for Sabine - Neches Navigation District

The facility is located in the Sabine - Neches Navigation District. Over the first 25 years of the project, the navigation district may receive the following estimated property taxes from the facility:

Estimated Property Taxes that May be Made to Sabine - Neches Navigation District Over the First 25 Years of the Project	
Property taxes that may be abated	\$165,240
Property taxes to be collected from the facility, after any abatements that may be granted by the district	\$409,619

Schedules showing details of the estimated revenues for the navigation district are shown on Appendix G.

#### Revenues for Drainage District # 7

The facility is located in Drainage District # 7. Over the first 25 years of the project, the district may receive the following estimated property taxes from the facility:

Estimated Property Taxes that May be Made to Drainage District # 7 Over the First 25 Years of the Project	
Property taxes that may be abated	\$838,185
Property taxes to be collected from the facility, after any abatements that may be granted by the district	\$2,077,803

Schedules showing details of the estimated revenues for the drainage district are shown on Appendix H.

**Sales Tax Collections by Cities on Workers' Spending**

In addition to sales taxes being generated for Jefferson County, workers may spend money in cities in Jefferson while facility is being constructed and once the facility begins operations.

Estimated sales taxes that may be collected from workers' spending are shown below.

Estimated Sales Tax Collections by Cities on Workers' Spending	
During construction	\$289,145
Over the first 25 years of the project	\$2,766,579
Total estimated sales tax collections by cities in the county	\$3,055,724

Schedules showing details of the estimated sales tax revenues for cities in the county are shown on Appendix I.

**Property Taxes Collected by Other Cities, School Districts and Other Special Taxing Districts in the County from New Residential Property**

New homes which may be built for some new workers will be added to tax rolls of other cities, school districts, and special taxing districts throughout the county. Estimated property taxes that may be collected by other cities, school districts and special taxing districts from new residential property are shown below.

Estimated Property Taxes to Be Collected by Other Cities, School Districts, and Special Taxing Districts from New Residential Property			
	Cities	School Districts	Special Taxing Districts
On new residential property	\$1,559,481	\$3,326,080	\$585,780

Schedules showing details of estimated property tax collections for other cities, school districts and special taxing districts in the county are shown on Appendix J.

**Summary of Total Estimated Revenues for Jefferson County and Other Taxing Districts from Lucite International's Plant Over the First 25 Years of the Project**

Over the first 25 years of the project, the facility is expected to generate the following estimated total revenues for Jefferson County and other taxing districts in the county:

<b>Estimated Revenues for Jefferson County and Other Local Taxing Districts Over the First 25 Years of the Facility</b>				
	Property Taxes	Sales Taxes on Workers Spending	Payments in Lieu of Taxes	Total
Taxing districts in which the facility is located:				
Jefferson County	\$8,193,593	\$1,018,575		\$9,212,168
City of Beaumont	\$839,720	\$1,069,503	\$1,792,544	\$3,701,768
Beaumont ISD	\$27,301,763			\$27,301,763
Port of Beaumont	\$1,106,725			\$1,106,725
Jefferson County Navigation District	\$409,619			\$409,619
Drainage District # 7	\$2,077,803			\$2,077,803
Other taxing districts in which some workers live:				
Other cities	\$1,559,481	\$3,055,724		\$4,615,205
Other school districts	\$3,326,080			\$3,326,080
Other special taxing districts	\$585,780			\$585,780
<b>Total</b>	<b>\$45,400,565</b>	<b>\$5,143,802</b>	<b>\$1,792,544</b>	<b>\$52,336,912</b>

Property tax collections shown for the City of Beaumont will be on new residential property built for some direct and indirect workers who may live in the city.

**Conduct of the Analysis**

This analysis was conducted by Impact DataSource using data supplied by the company and the results of Impact DataSource research. Impact DataSource also used certain estimates and assumptions.

Using this data, the economic impact from the facility over the first 25 years -- during construction and operations of the project were estimated. In addition, costs and benefits for Jefferson County were estimated during this period, along with estimated revenues for other local taxing districts.

### **About Impact DataSource**

Impact DataSource is a seventeen-year-old Austin, Texas economic consulting, research and analysis firm. The firm has conducted economic impact analyses of numerous projects Texas and 25 other states. In addition, the firm has also developed economic impact analysis computer programs for several clients, including the New Mexico Economic Development Department.

The firm's principal, Jerry Walker, performed this economic impact analysis. He is an economist and has Bachelor of Science and Master of Business Administration degrees in accounting and economics from Nicholls State University, Thibodaux, Louisiana.

Schedules showing the results of calculations used in this analysis are on the following pages.

Appendix A  
Economic Impacts During Construction of the Project

Estimated project cost each year:

	Total Project Cost	Estimated Costs to be Added to Local Tax Rolls (87% of Cost)	Cumulative Amounts on Local Tax Rolls
Year 1	\$5,500,000		
Year 2	\$39,450,000	\$4,785,000	\$4,785,000
Year 3	\$42,250,000	\$34,321,500	\$39,106,500
Year 4	\$10,000,000	\$36,757,500	\$75,864,000
Year 5	\$0	\$8,700,000	\$84,564,000
Total	\$97,200,000	\$84,564,000	

The project will be constructed over 48 months. The estimated construction spending for the proposed project is below.

	Construction Costs	Cumulative
Year 1	\$5,500,000	\$5,500,000
Year 2	\$39,450,000	\$44,950,000
Year 3	\$42,250,000	\$87,200,000
Year 4	\$10,000,000	\$97,200,000
Total	\$97,200,000	

Local economic impacts (about 85% of construction costs):

Year 1	\$4,675,000
Year 2	\$33,532,500
Year 3	\$35,912,500
Year 4	\$8,500,000
Local economic impacts	\$82,620,000

Estimated construction salaries as a percent of total construction costs

50%

Estimated construction workers and salaries:

Year	Number of Months	Estimated Average Number of Workers	Estimated Labor Costs
Year 1	12	28	\$2,337,500
Year 2	12	197	\$16,766,250
Year 3	12	211	\$17,956,250
Year 4	12	50	\$4,250,000
Total	48		\$41,310,000

Indirect jobs multiplier	1.80
Indirect salaries multiplier	1.36

Direct and indirect workers and salaries during construction:

Year	Direct		Indirect		Total	
	Jobs	Salaries	Jobs	Salaries	Jobs	Salaries
Year 1	28	\$2,337,500	50	\$3,171,286	78	\$5,508,786
Year 2	197	\$16,766,250	355	\$22,746,771	552	\$39,513,021
Year 3	211	\$17,956,250	380	\$24,361,244	591	\$42,317,494
Year 4	50	\$4,250,000	90	\$5,765,975	140	\$10,015,975
Total		\$41,310,000		\$56,045,277		\$97,355,277

Total taxable spending by these workers, estimated to be 30% of total salaries:

Year	Total Salaries	Taxable Spending
Year 1	\$5,508,786	\$1,652,636
Year 2	\$39,513,021	\$11,853,906
Year 3	\$42,317,494	\$12,695,248
Year 4	\$10,015,975	\$3,004,793
Total	\$97,355,277	\$29,206,583

Percent of workers' total taxable spending in:

Jefferson County 66%

Sales tax rate:

Jefferson County 0.50%  
 Most cities in the county, including Beaumont 1.50%

Workers spending subject to sales tax:

	Year 1	Year 2	Year 3	Year 4	Total
In Jefferson County	\$1,090,740	\$7,823,578	\$8,378,864	\$1,983,163	\$19,276,345
<i>(percent of total taxable spending)</i>	66%	66%	66%	66%	

Sales taxes to be collected on direct and indirect construction worker spending:

	Year 1	Year 2	Year 3	Year 4	Total
Collections by Jefferson County	\$5,454	\$39,118	\$41,894	\$9,916	\$96,382
Collections by cities	\$16,361	\$117,354	\$125,683	\$29,747	\$259,398
Total sales tax collections during construction	\$21,815	\$156,472	\$167,577	\$39,663	\$345,864

Appendix B  
Economic Impacts During Operations of the Facility

**Estimated revenues of the plant:**

Average annual increases after the year nine of operations 1.5%

Year 1	\$141,000,000
Year 2	\$237,400,000
Year 3	\$310,700,000
Year 4	\$380,200,000
Year 5	\$388,900,000
Year 6	\$392,800,000
Year 7	\$398,200,000
Year 8	\$403,000,000
Year 9	\$407,700,000
Year 10	\$413,815,500
Year 11	\$420,022,733
Year 12	\$426,323,073
Year 13	\$432,717,920
Year 14	\$439,208,688
Year 15	\$445,796,819
Year 16	\$452,483,771
Year 17	\$459,271,028
Year 18	\$466,160,093
Year 19	\$473,152,494
Year 20	\$480,249,782
Year 21	\$487,453,529
Year 22	\$494,765,331
Year 23	\$502,186,811
Year 24	\$509,719,614
Year 25	\$517,365,408

Total \$10,339,592,593

Indirect output multiplier 1.3811

Indirect output or sales of other businesses in the state:

Year 1	\$194,735,100
Year 2	\$327,873,140
Year 3	\$429,107,770
Year 4	\$525,094,220
Year 5	\$537,109,790
Year 6	\$542,496,080
Year 7	\$549,954,020
Year 8	\$556,583,300
Year 9	\$563,074,470
Year 10	\$571,520,587
Year 11	\$580,093,396
Year 12	\$588,794,797
Year 13	\$597,626,719
Year 14	\$606,591,120
Year 15	\$615,689,986
Year 16	\$624,925,336
Year 17	\$634,299,216
Year 18	\$643,813,704
Year 19	\$653,470,910
Year 20	\$663,272,974
Year 21	\$673,222,068
Year 22	\$683,320,399
Year 23	\$693,570,205
Year 24	\$703,973,758
Year 25	\$714,533,365
Total	#####

Direct and indirect jobs:

The facility will have hire the following number of new permanent plant workers and contract workers:

	Plant Workers	Cumulative Number of Workers
Year 1	79	79
Year 2	16	95
Year 3	5	100
Year 4	5	105

Indirect jobs multiplier	4
Indirect salaries multiplier	2

Total direct and indirect jobs to be created:

	Direct Jobs	Indirect Jobs	Total Jobs	Cumulative Jobs
Year 1	79	316	395	395
Year 2	16	64	80	475
Year 3	5	20	25	500
Year 4	5	20	25	525
Total	105	420	525	

Average annual salaries when workers are first hired:

Year 1	\$82,000
Year 2	\$84,460
Year 3	\$86,994
Year 4	\$89,604

Annual salary increase of plant workers after first hired 3%

Direct and indirect salaries:

	Direct Salaries	Indirect Salaries	Total
Year 1	\$6,478,000	\$12,956,000	\$19,434,000
Year 2	\$8,023,700	\$16,047,400	\$24,071,100
Year 3	\$8,699,380	\$17,398,760	\$26,098,140
Year 4	\$9,408,379	\$18,816,759	\$28,225,138
Year 5	\$9,690,631	\$19,381,262	\$29,071,893
Year 6	\$9,981,350	\$19,962,700	\$29,944,049
Year 7	\$10,280,790	\$20,561,581	\$30,842,371
Year 8	\$10,589,214	\$21,178,428	\$31,767,642
Year 9	\$10,906,890	\$21,813,781	\$32,720,671
Year 10	\$11,234,097	\$22,468,194	\$33,702,291
Year 11	\$11,571,120	\$23,142,240	\$34,713,360
Year 12	\$11,918,254	\$23,836,507	\$35,754,761
Year 13	\$12,275,801	\$24,551,602	\$36,827,404
Year 14	\$12,644,075	\$25,288,151	\$37,932,226
Year 15	\$13,023,398	\$26,046,795	\$39,070,193
Year 16	\$13,414,099	\$26,828,199	\$40,242,298
Year 17	\$13,816,522	\$27,633,045	\$41,449,567
Year 18	\$14,231,018	\$28,462,036	\$42,693,054
Year 19	\$14,657,949	\$29,315,897	\$43,973,846
Year 20	\$15,097,687	\$30,195,374	\$45,293,061
Year 21	\$15,550,618	\$31,101,235	\$46,651,853
Year 22	\$16,017,136	\$32,034,273	\$48,051,409
Year 23	\$16,497,650	\$32,995,301	\$49,492,951
Year 24	\$16,992,580	\$33,985,160	\$50,977,740
Year 25	\$17,502,357	\$35,004,715	\$52,507,072
Total	\$310,502,697	\$621,005,394	\$931,508,090

Total taxable spending by these workers, estimated to be 30% of total salaries:

	Taxable Worker Spending
Year 1	\$5,830,200
Year 2	\$7,221,330
Year 3	\$7,829,442
Year 4	\$8,467,542
Year 5	\$8,721,568
Year 6	\$8,983,215
Year 7	\$9,252,711
Year 8	\$9,530,293
Year 9	\$9,816,201
Year 10	\$10,110,687
Year 11	\$10,414,008
Year 12	\$10,726,428
Year 13	\$11,048,221
Year 14	\$11,379,668
Year 15	\$11,721,058
Year 16	\$12,072,690
Year 17	\$12,434,870
Year 18	\$12,807,916
Year 19	\$13,192,154
Year 20	\$13,587,918
Year 21	\$13,995,556
Year 22	\$14,415,423
Year 23	\$14,847,885
Year 24	\$15,293,322
Year 25	\$15,752,122

Percent of workers' total taxable spending in:

Jefferson County 66%

Sales tax rate:

Jefferson County 0.50%  
 In most cities in the county 1.50%

Workers spending subject to sales taxes in Jefferson County:

Year 1	\$3,847,932
Year 2	\$4,766,078
Year 3	\$5,167,432
Year 4	\$5,588,577
Year 5	\$5,756,235
Year 6	\$5,928,922
Year 7	\$6,106,789
Year 8	\$6,289,993
Year 9	\$6,478,693
Year 10	\$6,673,054
Year 11	\$6,873,245
Year 12	\$7,079,443
Year 13	\$7,291,826
Year 14	\$7,510,581
Year 15	\$7,735,898
Year 16	\$7,967,975
Year 17	\$8,207,014
Year 18	\$8,453,225
Year 19	\$8,706,822
Year 20	\$8,968,026
Year 21	\$9,237,067
Year 22	\$9,514,179
Year 23	\$9,799,604
Year 24	\$10,093,592
Year 25	\$10,396,400
Total	\$184,438,602

Sales taxes that may be collected in Jefferson County and Cities in the County on workers' spending:

	Jefferson County	Cities in the County
Year 1	\$19,240	\$57,719
Year 2	\$23,830	\$71,491
Year 3	\$25,837	\$77,511
Year 4	\$27,943	\$83,829
Year 5	\$28,781	\$86,344
Year 6	\$29,645	\$88,934
Year 7	\$30,534	\$91,602
Year 8	\$31,450	\$94,350
Year 9	\$32,393	\$97,180
Year 10	\$33,365	\$100,096
Year 11	\$34,366	\$103,099
Year 12	\$35,397	\$106,192
Year 13	\$36,459	\$109,377
Year 14	\$37,553	\$112,659
Year 15	\$38,679	\$116,038
Year 16	\$39,840	\$119,520
Year 17	\$41,035	\$123,105
Year 18	\$42,266	\$126,798
Year 19	\$43,534	\$130,602
Year 20	\$44,840	\$134,520
Year 21	\$46,185	\$138,556
Year 22	\$47,571	\$142,713
Year 23	\$48,998	\$146,994
Year 24	\$50,468	\$151,404
Year 25	\$51,982	\$155,946
Total	\$922,193	\$2,766,579

**Estimated new homes that may be constructed and added to tax rolls in the county:**

Number of new direct and indirect jobs to be created by the project's operations each year:

Year 1	395
Year 2	80
Year 3	25
Year 4	25

Percent of these workers that may live in Jefferson County 66%

Percent that may build new residential property or require that new residential property by built for them with earnings from their new job 20%

Number of new residential properties to be added to county tax rolls:

	Number of Direct and Indirect Workers Hired	Number of New Residential Units to be Built	Cumulative Number of New Residential Units
Year 1	395	52	52
Year 2	80	11	63
Year 3	25	3	66
Year 4	25	3	69
Total	525	69	

Average taxable value of new residential property \$150,000

Average annual increase in the taxable value of residential properties on tax rolls 3%

Value of new residential property on county tax rolls:

Year 1	\$7,821,000
Year 2	\$9,687,150
Year 3	\$10,502,910
Year 4	\$11,358,897
Year 5	\$11,699,664
Year 6	\$12,050,654
Year 7	\$12,412,174
Year 8	\$12,784,539
Year 9	\$13,168,075
Year 10	\$13,563,117
Year 11	\$13,970,011
Year 12	\$14,389,111
Year 13	\$14,820,784
Year 14	\$15,265,408
Year 15	\$15,723,370
Year 16	\$16,195,071
Year 17	\$16,680,923
Year 18	\$17,181,351
Year 19	\$17,696,792
Year 20	\$18,227,695
Year 21	\$18,774,526
Year 22	\$19,337,762
Year 23	\$19,917,895
Year 24	\$20,515,432
Year 25	\$21,130,895

Real property at the facility added to tax rolls with 2% annual decrease beginning in Year 6:

	Cumulative Value of Property Added In:				Added Each Year	Cumulative Real Property on Tax Rolls
	Year 2	Year 3	Year 4	Year 5		
Year 1					\$0	\$0
Year 2	\$4,785,000				\$4,785,000	\$4,785,000
Year 3	\$4,689,300	\$34,321,500			\$34,321,500	\$39,010,800
Year 4	\$4,593,600	\$33,635,070	\$36,757,500		\$36,757,500	\$74,986,170
Year 5	\$4,497,900	\$32,948,640	\$36,022,350	\$8,700,000	\$8,700,000	\$82,168,890
Year 6	\$4,402,200	\$32,262,210	\$35,287,200	\$8,526,000		\$80,477,610
Year 7	\$4,306,500	\$31,575,780	\$34,552,050	\$8,352,000		\$78,786,330
Year 8	\$4,210,800	\$30,889,350	\$33,816,900	\$8,178,000		\$77,095,050
Year 9	\$4,115,100	\$30,202,920	\$33,081,750	\$8,004,000		\$75,403,770
Year 10	\$4,019,400	\$29,516,490	\$32,346,600	\$7,830,000		\$73,712,490
Year 11	\$3,923,700	\$28,830,060	\$31,611,450	\$7,656,000		\$72,021,210
Year 12	\$3,828,000	\$28,143,630	\$30,876,300	\$7,482,000		\$70,329,930
Year 13	\$3,732,300	\$27,457,200	\$30,141,150	\$7,308,000		\$68,638,650
Year 14	\$3,636,600	\$26,770,770	\$29,406,000	\$7,134,000		\$66,947,370
Year 15	\$3,540,900	\$26,084,340	\$28,670,850	\$6,960,000		\$65,256,090
Year 16	\$3,445,200	\$25,397,910	\$27,935,700	\$6,786,000		\$63,564,810
Year 17	\$3,349,500	\$24,711,480	\$27,200,550	\$6,612,000		\$61,873,530
Year 18	\$3,253,800	\$24,025,050	\$26,465,400	\$6,438,000		\$60,182,250
Year 19	\$3,158,100	\$23,338,620	\$25,730,250	\$6,264,000		\$58,490,970
Year 20	\$3,062,400	\$22,652,190	\$24,995,100	\$6,090,000		\$56,799,690
Year 21	\$2,966,700	\$21,965,760	\$24,259,950	\$5,916,000		\$55,108,410
Year 22	\$2,871,000	\$21,279,330	\$23,524,800	\$5,742,000		\$53,417,130
Year 23	\$2,775,300	\$20,592,900	\$22,789,650	\$5,568,000		\$51,725,850
Year 24	\$2,679,600	\$19,906,470	\$22,054,500	\$5,394,000		\$50,034,570
Year 25	\$2,583,900	\$19,220,040	\$21,319,350	\$5,220,000		\$48,343,290

Business personal property including vehicles, furniture, fixtures and inventories at the facility added to tax rolls

Average annual increase in the value and volume of taxable inventories

2%

	Vehicles, Furniture, and Fixtures		Inventories		Business Personal Property on Tax Rolls
	Added Each Year	Value on Tax Rolls	Added Each Year	Value on Tax Rolls	
Year 1	\$100,000	\$100,000			\$100,000
Year 2		\$100,000	\$10,000,000	\$10,000,000	\$10,100,000
Year 3		\$100,000	\$5,000,000	\$15,000,000	\$15,100,000
Year 4		\$100,000	\$6,662,000	\$21,662,000	\$21,762,000
Year 5		\$100,000		\$21,662,000	\$21,762,000
Year 6		\$100,000		\$22,095,240	\$22,195,240
Year 7		\$100,000		\$22,537,145	\$22,637,145
Year 8		\$100,000		\$22,987,888	\$23,087,888
Year 9		\$100,000		\$23,447,645	\$23,547,645
Year 10	\$80,000	\$180,000		\$23,916,598	\$24,096,598
Year 11		\$180,000		\$24,394,930	\$24,574,930
Year 12		\$180,000		\$24,882,829	\$25,062,829
Year 13		\$180,000		\$25,380,486	\$25,560,486
Year 14		\$180,000		\$25,888,095	\$26,068,095
Year 15		\$180,000		\$26,405,857	\$26,585,857
Year 16		\$180,000		\$26,933,974	\$27,113,974
Year 17		\$180,000		\$27,472,654	\$27,652,654
Year 18		\$180,000		\$28,022,107	\$28,202,107
Year 19		\$180,000		\$28,582,549	\$28,762,549
Year 20	\$10,000	\$190,000		\$29,154,200	\$29,344,200
Year 21		\$190,000		\$29,737,284	\$29,927,284
Year 22		\$190,000		\$30,332,030	\$30,522,030
Year 23		\$190,000		\$30,938,670	\$31,128,670
Year 24		\$190,000		\$31,557,444	\$31,747,444
Year 25		\$190,000		\$32,188,592	\$32,378,592

Appendix C  
Costs and Benefits for Jefferson County

**During Construction of the Project**

Taxable spending in the county by construction workers during construction and sales taxes that may be collected on this spending:

	Taxable Construction Worker Spending in the County	Sales Taxes to be Collected on this Construction Worker Spending
Year 1	\$1,090,740	\$5,454
Year 2	\$7,823,578	\$39,118
Year 3	\$8,378,864	\$41,894
Year 4	\$1,983,163	\$9,916
Total	\$19,276,345	\$96,382

**During Operations of the Facility:**

Taxable spending in the county by workers at the facility and sales taxes to be collected on this spending:

	Taxable Spending by Direct and Indirect Workers in the County	Sales Taxes to be Collected Direct and Indirect Worker Spending
Year 1	\$3,847,932	\$19,240
Year 2	\$4,766,078	\$23,830
Year 3	\$5,167,432	\$25,837
Year 4	\$5,588,577	\$27,943
Year 5	\$5,756,235	\$28,781
Year 6	\$5,928,922	\$29,645
Year 7	\$6,106,789	\$30,534
Year 8	\$6,289,993	\$31,450
Year 9	\$6,478,693	\$32,393
Year 10	\$6,673,054	\$33,365
Year 11	\$6,873,245	\$34,366
Year 12	\$7,079,443	\$35,397
Year 13	\$7,291,826	\$36,459
Year 14	\$7,510,581	\$37,553
Year 15	\$7,735,898	\$38,679
Year 16	\$7,967,975	\$39,840
Year 17	\$8,207,014	\$41,035
Year 18	\$8,453,225	\$42,266
Year 19	\$8,706,822	\$43,534
Year 20	\$8,968,026	\$44,840
Year 21	\$9,237,067	\$46,185
Year 22	\$9,514,179	\$47,571
Year 23	\$9,799,604	\$48,998
Year 24	\$10,093,592	\$50,468
Year 25	\$10,396,400	\$51,982
	\$184,438,602	\$922,193

Costs of services to workers at the facility and workers in spin-off jobs created in the county:

Number of new direct and indirect jobs to be created by the project's operations

395

Percent of workers who may live in Jefferson County	66%
Percent of total worker who may move to Jefferson County	20%
Number of new worker households in Jefferson County	79
Estimated annual costs for the county to provide services to a typical new worker household in the county	\$300
Estimated annual costs for the county to provides services to the households of new direct and direct workers who move to the county	\$23,700
Average annual increase in the county's annual cost of providing services	3%

Jefferson County's costs to provide services to the households of direct and indirect workers who move to the county:

Year 1	\$23,700
Year 2	\$24,411
Year 3	\$25,143
Year 4	\$25,898
Year 5	\$26,675
Year 6	\$27,475
Year 7	\$28,299
Year 8	\$29,148
Year 9	\$30,022
Year 10	\$30,923
Year 11	\$31,851
Year 12	\$32,806
Year 13	\$33,791
Year 14	\$34,804
Year 15	\$35,848
Year 16	\$36,924
Year 17	\$38,032
Year 18	\$39,172
Year 19	\$40,348
Year 20	\$41,558
Year 21	\$42,805
Year 22	\$44,089
Year 23	\$45,412
Year 24	\$46,774
Year 25	\$48,177
Total	\$815,974

Property taxes collected on new residential property:

	Taxable Value of New Residential Property on Local Tax Rolls	Property Taxes (\$ .365 per \$100 of Valuation)
Year 1	\$7,821,000	\$28,547
Year 2	\$9,687,150	\$35,358
Year 3	\$10,502,910	\$38,336
Year 4	\$11,358,897	\$41,460
Year 5	\$11,699,664	\$42,704
Year 6	\$12,050,654	\$43,985
Year 7	\$12,412,174	\$45,304
Year 8	\$12,784,539	\$46,664
Year 9	\$13,168,075	\$48,063
Year 10	\$13,563,117	\$49,505
Year 11	\$13,970,011	\$50,991
Year 12	\$14,389,111	\$52,520
Year 13	\$14,820,784	\$54,096
Year 14	\$15,265,408	\$55,719
Year 15	\$15,723,370	\$57,390
Year 16	\$16,195,071	\$59,112
Year 17	\$16,680,923	\$60,885
Year 18	\$17,181,351	\$62,712
Year 19	\$17,696,792	\$64,593
Year 20	\$18,227,695	\$66,531
Year 21	\$18,774,526	\$68,527
Year 22	\$19,337,762	\$70,583
Year 23	\$19,917,895	\$72,700
Year 24	\$20,515,432	\$74,881
Year 25	\$21,130,895	\$77,128
Total		\$1,368,295

Taxable value and property taxes paid on the facility's real property:

	Value of the Facility's Real Property on Tax Rolls	County Taxes (\$ .365 per \$100 of Valuation)
Year 1	\$0	\$0
Year 2	\$4,785,000	\$17,465
Year 3	\$39,010,800	\$142,389
Year 4	\$74,986,170	\$273,700
Year 5	\$82,168,890	\$299,916
Year 6	\$80,477,610	\$293,743
Year 7	\$78,786,330	\$287,570
Year 8	\$77,095,050	\$281,397
Year 9	\$75,403,770	\$275,224
Year 10	\$73,712,490	\$269,051
Year 11	\$72,021,210	\$262,877
Year 12	\$70,329,930	\$256,704
Year 13	\$68,638,650	\$250,531
Year 14	\$66,947,370	\$244,358
Year 15	\$65,256,090	\$238,185
Year 16	\$63,564,810	\$232,012
Year 17	\$61,873,530	\$225,838
Year 18	\$60,182,250	\$219,665
Year 19	\$58,490,970	\$213,492
Year 20	\$56,799,690	\$207,319
Year 21	\$55,108,410	\$201,146
Year 22	\$53,417,130	\$194,973
Year 23	\$51,725,850	\$188,799
Year 24	\$50,034,570	\$182,626
Year 25	\$48,343,290	\$176,453
Total		\$5,435,433

Estimated property taxes to be abated:

	Taxes Abated on Value of Property Added In:				Abatement Percentage Beginning in First Year Placed on Tax Rolls	Total Taxes to be Abated
	Year 2	Year 3	Year 4	Year 5		
Year 1					100%	\$0
Year 2	\$17,465				100%	\$17,465
Year 3	\$17,116	\$125,273			90%	\$142,389
Year 4	\$15,090	\$122,768	\$134,165		90%	\$272,023
Year 5	\$14,776	\$108,236	\$131,482	\$31,755	90%	\$286,248
Year 6	\$14,461	\$105,981	\$115,918	\$31,120	80%	\$267,481
Year 7	\$12,575	\$103,726	\$113,503	\$27,436	80%	\$257,241
Year 8	\$12,296	\$90,197	\$111,089	\$26,865	70%	\$240,446
Year 9	\$10,514	\$88,193	\$96,599	\$26,293	70%	\$221,598
Year 10	\$10,270	\$75,415	\$94,452	\$22,864		\$203,000
Year 11	\$0	\$73,661	\$80,767	\$22,356		\$176,784
Year 12	\$0	\$0	\$78,889	\$19,117		\$98,005
Year 13	\$0	\$0	\$0	\$18,672		\$18,672
Year 14	\$0	\$0	\$0	\$0		\$0
Year 15	\$0	\$0	\$0	\$0		\$0
Year 16	\$0	\$0	\$0	\$0		\$0
Year 17	\$0	\$0	\$0	\$0		\$0
Year 18	\$0	\$0	\$0	\$0		\$0
Year 19	\$0	\$0	\$0	\$0		\$0
Year 20	\$0	\$0	\$0	\$0		\$0
Year 21	\$0	\$0	\$0	\$0		\$0
Year 22	\$0	\$0	\$0	\$0		\$0
Year 23	\$0	\$0	\$0	\$0		\$0
Year 24	\$0	\$0	\$0	\$0		\$0
Year 25	\$0	\$0	\$0	\$0		\$0
Total taxes to be abated						\$2,201,353

Property taxes paid on the firm's real property after abatement:

	Taxes Levied	Taxes Abated	Tax Collections After Abatement
Year 1	\$0	\$0	\$0
Year 2	\$17,465	\$17,465	\$0
Year 3	\$142,389	\$142,389	\$0
Year 4	\$273,700	\$272,023	\$1,677
Year 5	\$299,916	\$286,248	\$13,668
Year 6	\$293,743	\$267,481	\$26,262
Year 7	\$287,570	\$257,241	\$30,329
Year 8	\$281,397	\$240,446	\$40,951
Year 9	\$275,224	\$221,598	\$53,625
Year 10	\$269,051	\$203,000	\$66,051
Year 11	\$262,877	\$176,784	\$86,094
Year 12	\$256,704	\$98,005	\$158,699
Year 13	\$250,531	\$18,672	\$231,859
Year 14	\$244,358	\$0	\$244,358
Year 15	\$238,185	\$0	\$238,185
Year 16	\$232,012	\$0	\$232,012
Year 17	\$225,838	\$0	\$225,838
Year 18	\$219,665	\$0	\$219,665
Year 19	\$213,492	\$0	\$213,492
Year 20	\$207,319	\$0	\$207,319
Year 21	\$201,146	\$0	\$201,146
Year 22	\$194,973	\$0	\$194,973
Year 23	\$188,799	\$0	\$188,799
Year 24	\$182,626	\$0	\$182,626
Year 25	\$176,453	\$0	\$176,453
Total	\$5,435,433	\$2,201,353	\$3,234,080

Taxable value and property taxes paid on personal property at the facility including inventories:

	Vehicles, Furniture and Fixtures	Taxable Inventories	Total Taxable Personal Property	County Taxes \$.365 per \$100 of Valuation)
Year 1	\$100,000	\$0	\$100,000	\$365
Year 2	\$100,000	\$10,000,000	\$10,100,000	\$36,865
Year 3	\$100,000	\$15,000,000	\$15,100,000	\$55,115
Year 4	\$100,000	\$21,662,000	\$21,762,000	\$79,431
Year 5	\$100,000	\$21,662,000	\$21,762,000	\$79,431
Year 6	\$100,000	\$22,095,240	\$22,195,240	\$81,013
Year 7	\$100,000	\$22,537,145	\$22,637,145	\$82,626
Year 8	\$100,000	\$22,987,888	\$23,087,888	\$84,271
Year 9	\$100,000	\$23,447,645	\$23,547,645	\$85,949
Year 10	\$180,000	\$23,916,598	\$24,096,598	\$87,953
Year 11	\$180,000	\$24,394,930	\$24,574,930	\$89,698
Year 12	\$180,000	\$24,882,829	\$25,062,829	\$91,479
Year 13	\$180,000	\$25,380,486	\$25,560,486	\$93,296
Year 14	\$180,000	\$25,888,095	\$26,068,095	\$95,149
Year 15	\$180,000	\$26,405,857	\$26,585,857	\$97,038
Year 16	\$180,000	\$26,933,974	\$27,113,974	\$98,966
Year 17	\$180,000	\$27,472,654	\$27,652,654	\$100,932
Year 18	\$180,000	\$28,022,107	\$28,202,107	\$102,938
Year 19	\$180,000	\$28,582,549	\$28,762,549	\$104,983
Year 20	\$190,000	\$29,154,200	\$29,344,200	\$107,106
Year 21	\$190,000	\$29,737,284	\$29,927,284	\$109,235
Year 22	\$190,000	\$30,332,030	\$30,522,030	\$111,405
Year 23	\$190,000	\$30,938,670	\$31,128,670	\$113,620
Year 24	\$190,000	\$31,557,444	\$31,747,444	\$115,878
Year 25	\$190,000	\$32,188,592	\$32,378,592	\$118,182
Total				\$2,222,924

Summary of property taxes to be paid to the county on residential property and the firm's property, after any abatement on the facility's real property:

	Paid by the Facility			Total Tax Collections from the Facility	Total County Property Taxes
	New Residential Property	Business Personal Property	Real Property After Abatement		
Year 1	\$28,547	\$365	\$0	\$365	\$28,912
Year 2	\$35,358	\$36,865	\$0	\$36,865	\$72,223
Year 3	\$38,336	\$55,115	\$0	\$55,115	\$93,451
Year 4	\$41,460	\$79,431	\$1,677	\$81,108	\$122,568
Year 5	\$42,704	\$79,431	\$13,668	\$93,099	\$135,803
Year 6	\$43,985	\$81,013	\$26,262	\$107,275	\$151,260
Year 7	\$45,304	\$82,626	\$30,329	\$112,954	\$158,259
Year 8	\$46,664	\$84,271	\$40,951	\$125,222	\$171,886
Year 9	\$48,063	\$85,949	\$53,625	\$139,574	\$187,638
Year 10	\$49,505	\$87,953	\$66,051	\$154,003	\$203,509
Year 11	\$50,991	\$89,698	\$86,094	\$175,792	\$226,783
Year 12	\$52,520	\$91,479	\$158,699	\$250,178	\$302,698
Year 13	\$54,096	\$93,296	\$231,859	\$325,155	\$379,251
Year 14	\$55,719	\$95,149	\$244,358	\$339,506	\$395,225
Year 15	\$57,390	\$97,038	\$238,185	\$335,223	\$392,613
Year 16	\$59,112	\$98,966	\$232,012	\$330,978	\$390,090
Year 17	\$60,885	\$100,932	\$225,838	\$326,771	\$387,656
Year 18	\$62,712	\$102,938	\$219,665	\$322,603	\$385,315
Year 19	\$64,593	\$104,983	\$213,492	\$318,475	\$383,069
Year 20	\$66,531	\$107,106	\$207,319	\$314,425	\$380,956
Year 21	\$68,527	\$109,235	\$201,146	\$310,380	\$378,907
Year 22	\$70,583	\$111,405	\$194,973	\$306,378	\$376,961
Year 23	\$72,700	\$113,620	\$188,799	\$302,419	\$375,119
Year 24	\$74,881	\$115,878	\$182,626	\$298,504	\$373,386
Year 25	\$77,128	\$118,182	\$176,453	\$294,635	\$371,763
Total	\$1,368,295	\$2,222,924	\$3,234,080	\$5,457,004	\$6,825,299

Appendix D  
Additional Revenues for the City of Beaumont

**Payments in lieu of taxes to be paid to the City of Beaumont**

*(Although the facility will be located outside of the City of Beaumont corporate limits, it is in their ETJ and the facility may make payments in lieu of taxes to the city for ten years under an industrial district agreement.)*

Payments in lieu of taxes percentage:

Year 1	80%
Year 2	80%
Year 3	75%
Year 4	75%
Year 5	75%
Year 6	75%

	The Facility's Property On Tax Rolls			City Taxes (\$ .64 per \$100 of Valuation)	Payments in Lieu of Taxes to the City
	Real Property	Business	Total		
		Personal Property			
Year 1	\$0	\$100,000	\$100,000	\$640	\$512
Year 2	\$4,785,000	\$10,100,000	\$14,885,000	\$95,264	\$76,211
Year 3	\$39,010,800	\$15,100,000	\$54,110,800	\$346,309	\$259,732
Year 4	\$74,986,170	\$21,762,000	\$96,748,170	\$619,188	\$464,391
Year 5	\$82,168,890	\$21,762,000	\$103,930,890	\$665,158	\$498,868
Year 6	\$80,477,610	\$22,195,240	\$102,672,850	\$657,106	\$492,830
Year 7	\$78,786,330	\$22,637,145	\$101,423,475	\$649,110	\$0
Year 8	\$77,095,050	\$23,087,888	\$100,182,938	\$641,171	\$0
Year 9	\$75,403,770	\$23,547,645	\$98,951,415	\$633,289	\$0
Year 10	\$73,712,490	\$24,096,598	\$97,809,088	\$625,978	\$0
Year 11	\$72,021,210	\$24,574,930	\$96,596,140	\$618,215	\$0
Year 12	\$70,329,930	\$25,062,829	\$95,392,759	\$610,514	\$0
Year 13	\$68,638,650	\$25,560,486	\$94,199,136	\$602,874	\$0
Year 14	\$66,947,370	\$26,068,095	\$93,015,465	\$595,299	\$0
Year 15	\$65,256,090	\$26,585,857	\$91,841,947	\$587,788	\$0
Year 16	\$63,564,810	\$27,113,974	\$90,678,784	\$580,344	\$0
Year 17	\$61,873,530	\$27,652,654	\$89,526,184	\$572,968	\$0
Year 18	\$60,182,250	\$28,202,107	\$88,384,357	\$565,660	\$0
Year 19	\$58,490,970	\$28,762,549	\$87,253,519	\$558,423	\$0
Year 20	\$56,799,690	\$29,344,200	\$86,143,890	\$551,321	\$0
Year 21	\$55,108,410	\$29,927,284	\$85,035,694	\$544,228	\$0
Year 22	\$53,417,130	\$30,522,030	\$83,939,160	\$537,211	\$0
Year 23	\$51,725,850	\$31,128,670	\$82,854,520	\$530,269	\$0
Year 24	\$50,034,570	\$31,747,444	\$81,782,014	\$523,405	\$0
Year 25	\$48,343,290	\$32,378,592	\$80,721,882	\$516,620	\$0
Total					\$1,792,544

Property taxes that may be collected on new residential property built in the city by some direct and indirect workers who move to the are:

	Value of New Residential Property to Be Built in the County	Value of Residential Property to be Built in the City of Beaumont <i>(About 35% of Total Value)</i>	City Taxes <i>(\$ .64 per \$100 of Valuation)</i>
Year 1	\$7,821,000	\$2,737,350	\$17,519
Year 2	\$9,687,150	\$3,390,503	\$21,699
Year 3	\$10,502,910	\$3,676,019	\$23,527
Year 4	\$11,358,897	\$3,975,614	\$25,444
Year 5	\$11,699,664	\$4,094,882	\$26,207
Year 6	\$12,050,654	\$4,217,729	\$26,993
Year 7	\$12,412,174	\$4,344,261	\$27,803
Year 8	\$12,784,539	\$4,474,589	\$28,637
Year 9	\$13,168,075	\$4,608,826	\$29,496
Year 10	\$13,563,117	\$4,747,091	\$30,381
Year 11	\$13,970,011	\$4,889,504	\$31,293
Year 12	\$14,389,111	\$5,036,189	\$32,232
Year 13	\$14,820,784	\$5,187,275	\$33,199
Year 14	\$15,265,408	\$5,342,893	\$34,195
Year 15	\$15,723,370	\$5,503,180	\$35,220
Year 16	\$16,195,071	\$5,668,275	\$36,277
Year 17	\$16,680,923	\$5,838,323	\$37,365
Year 18	\$17,181,351	\$6,013,473	\$38,486
Year 19	\$17,696,792	\$6,193,877	\$39,641
Year 20	\$18,227,695	\$6,379,693	\$40,830
Year 21	\$18,774,526	\$6,571,084	\$42,055
Year 22	\$19,337,762	\$6,768,217	\$43,317
Year 23	\$19,917,895	\$6,971,263	\$44,616
Year 24	\$20,515,432	\$7,180,401	\$45,955
Year 25	\$21,130,895	\$7,395,813	\$47,333
Total		\$131,206,322	\$839,720

Sales taxes that will be collected from workers' spending during construction of the facility and after the facility begins operations:

	Total Construction Worker Taxable Spending in the County	Total Taxable Spending by Direct and Indirect Workers in the County Once the Facility Begins Operations	Total Taxable Spending by Workers in Jefferson County	Total Taxable Spending by Workers in Beaumont <i>(About 35% of Total)</i>	City of Beaumont Sales Tax Collections on Workers' Spending <i>(1.5% of Taxable Spending)</i>
Year 1	\$1,090,740	\$3,847,932	\$4,938,672	\$1,728,535	\$25,928
Year 2	\$7,823,578	\$4,766,078	\$12,589,656	\$4,406,380	\$66,096
Year 3	\$8,378,864	\$5,167,432	\$13,546,296	\$4,741,203	\$71,118
Year 4	\$1,983,163	\$5,588,577	\$7,571,740	\$2,650,109	\$39,752
Year 5		\$5,756,235	\$5,756,235	\$2,014,682	\$30,220
Year 6		\$5,928,922	\$5,928,922	\$2,075,123	\$31,127
Year 7		\$6,106,789	\$6,106,789	\$2,137,376	\$32,061
Year 8		\$6,289,993	\$6,289,993	\$2,201,498	\$33,022
Year 9		\$6,478,693	\$6,478,693	\$2,267,543	\$34,013
Year 10		\$6,673,054	\$6,673,054	\$2,335,569	\$35,034
Year 11		\$6,873,245	\$6,873,245	\$2,405,636	\$36,085
Year 12		\$7,079,443	\$7,079,443	\$2,477,805	\$37,167
Year 13		\$7,291,826	\$7,291,826	\$2,552,139	\$38,282
Year 14		\$7,510,581	\$7,510,581	\$2,628,703	\$39,431
Year 15		\$7,735,898	\$7,735,898	\$2,707,564	\$40,613
Year 16		\$7,967,975	\$7,967,975	\$2,788,791	\$41,832
Year 17		\$8,207,014	\$8,207,014	\$2,872,455	\$43,087
Year 18		\$8,453,225	\$8,453,225	\$2,958,629	\$44,379
Year 19		\$8,706,822	\$8,706,822	\$3,047,388	\$45,711
Year 20		\$8,968,026	\$8,968,026	\$3,138,809	\$47,082
Year 21		\$9,237,067	\$9,237,067	\$3,232,973	\$48,495
Year 22		\$9,514,179	\$9,514,179	\$3,329,963	\$49,949
Year 23		\$9,799,604	\$9,799,604	\$3,429,862	\$51,448
Year 24		\$10,093,592	\$10,093,592	\$3,532,757	\$52,991
Year 25		\$10,396,400	\$10,396,400	\$3,638,740	\$54,581
Total		\$184,438,602	\$203,714,947	\$71,300,231	\$1,069,503

Total revenues for the City of Beaumont over the first 25 years of the project:

	Payments in Lieu of Taxes	Property Taxes on New Residential Property	Sales Taxes Collected on Workers' Spending	Total Revenues
Year 1	\$512	\$17,519	\$25,928	\$43,959
Year 2	\$76,211	\$21,699	\$66,096	\$164,006
Year 3	\$259,732	\$23,527	\$71,118	\$354,376
Year 4	\$464,391	\$25,444	\$39,752	\$529,587
Year 5	\$498,868	\$26,207	\$30,220	\$555,296
Year 6	\$492,830	\$26,993	\$31,127	\$550,950
Year 7	\$0	\$27,803	\$32,061	\$59,864
Year 8	\$0	\$28,637	\$33,022	\$61,660
Year 9	\$0	\$29,496	\$34,013	\$63,510
Year 10	\$0	\$30,381	\$35,034	\$65,415
Year 11	\$0	\$31,293	\$36,085	\$67,377
Year 12	\$0	\$32,232	\$37,167	\$69,399
Year 13	\$0	\$33,199	\$38,282	\$71,481
Year 14	\$0	\$34,195	\$39,431	\$73,625
Year 15	\$0	\$35,220	\$40,613	\$75,834
Year 16	\$0	\$36,277	\$41,832	\$78,109
Year 17	\$0	\$37,365	\$43,087	\$80,452
Year 18	\$0	\$38,486	\$44,379	\$82,866
Year 19	\$0	\$39,641	\$45,711	\$85,352
Year 20	\$0	\$40,830	\$47,082	\$87,912
Year 21	\$0	\$42,055	\$48,495	\$90,550
Year 22	\$0	\$43,317	\$49,949	\$93,266
Year 23	\$0	\$44,616	\$51,448	\$96,064
Year 24	\$0	\$45,955	\$52,991	\$98,946
Year 25	\$0	\$47,333	\$54,581	\$101,914
Total	\$1,792,544	\$839,720	\$1,069,503	\$3,701,768

Costs of services to new workers at the facility and workers in spin-off jobs created in the county who may move to the City:

Number of new direct and indirect jobs to be created by the project's operations	395
Percent of workers who may live in Jefferson County	66%
Percent of total worker who may move to Jefferson County	20%

Number of new worker households in Jefferson County	79
Estimated percent of these workers who will move to the City of Beaumont	35%
Number of workers who may move to the City of Beaumont	28
Estimated annual costs for the city to provide services to a typical new worker household in the city	\$400
Estimated annual costs for the city to provides services to the households of new direct and direct workers who move to the city	\$31,600
Average annual increase in the city's annual cost of providing services	3%

City of Beaumont's costs to provide services to the households of direct and indirect workers who move to the city:

Year 1	\$31,600
Year 2	\$32,548
Year 3	\$33,524
Year 4	\$34,530
Year 5	\$35,566
Year 6	\$36,633
Year 7	\$37,732
Year 8	\$38,864
Year 9	\$40,030
Year 10	\$41,231
Year 11	\$42,468
Year 12	\$43,742
Year 13	\$45,054
Year 14	\$46,406
Year 15	\$47,798
Year 16	\$49,232
Year 17	\$50,709
Year 18	\$52,230
Year 19	\$53,797
Year 20	\$55,411
Year 21	\$57,073
Year 22	\$58,785
Year 23	\$60,549
Year 24	\$62,365
Year 25	\$64,236
Total	\$1,087,965

Appendix E  
Revenues for Beaumont ISD

Property tax collections on business personal property:

	Taxable Value of Business Personal Property			School
	Vehicles, Furniture and Fixtures	Taxable Inventories	Total Taxable Personal Property	District Taxes \$1.31 per \$100 of Valuation)
Year 1	\$100,000	\$0	\$100,000	\$1,310
Year 2	\$100,000	\$10,000,000	\$10,100,000	\$132,310
Year 3	\$100,000	\$15,000,000	\$15,100,000	\$197,810
Year 4	\$100,000	\$21,662,000	\$21,762,000	\$285,082
Year 5	\$100,000	\$21,662,000	\$21,762,000	\$285,082
Year 6	\$100,000	\$22,095,240	\$22,195,240	\$290,758
Year 7	\$100,000	\$22,537,145	\$22,637,145	\$296,547
Year 8	\$100,000	\$22,987,888	\$23,087,888	\$302,451
Year 9	\$100,000	\$23,447,645	\$23,547,645	\$308,474
Year 10	\$180,000	\$23,916,598	\$24,096,598	\$315,665
Year 11	\$180,000	\$24,394,930	\$24,574,930	\$321,932
Year 12	\$180,000	\$24,882,829	\$25,062,829	\$328,323
Year 13	\$180,000	\$25,380,486	\$25,560,486	\$334,842
Year 14	\$180,000	\$25,888,095	\$26,068,095	\$341,492
Year 15	\$180,000	\$26,405,857	\$26,585,857	\$348,275
Year 16	\$180,000	\$26,933,974	\$27,113,974	\$355,193
Year 17	\$180,000	\$27,472,654	\$27,652,654	\$362,250
Year 18	\$180,000	\$28,022,107	\$28,202,107	\$369,448
Year 19	\$180,000	\$28,582,549	\$28,762,549	\$376,789
Year 20	\$190,000	\$29,154,200	\$29,344,200	\$384,409
Year 21	\$190,000	\$29,737,284	\$29,927,284	\$392,047
Year 22	\$190,000	\$30,332,030	\$30,522,030	\$399,839
Year 23	\$190,000	\$30,938,670	\$31,128,670	\$407,786
Year 24	\$190,000	\$31,557,444	\$31,747,444	\$415,892
Year 25	\$190,000	\$32,188,592	\$32,378,592	\$424,160
Total				\$7,978,165

### **Possible School District Tax Abatement Under Texas Tax Code Chapter 313**

Beaumont ISD may be asked for tax abatement or credits for the facility under the Texas Economic Development Act. This abatement will begin in 2011 when the facility is fully placed on school district tax rolls.

In 2001, the 77th Texas Legislature enacted House Bill 1200 creating Tax Code Chapter 313, Texas Economic Development Act. This Act allows school districts to attract new taxable property by offering a tax credit and an eight-year limitation on the appraised value of a property for the maintenance and operations portion of the school district property tax. The most recent adopted rules by the Texas Comptroller of Public Accounts and forms for Chapter 313 were published in Texas Register June 18, 2010.

Qualification under the Act in Beaumont ISD would require the firm have an estimated minimum qualified investment of \$30 million. The firm's plans to invest \$97 billion in the facility -- more than the minimum qualified investment.

The tax limitation applies to property used in connection with manufacturing, research and development, and renewable energy electric generation. The company's property qualifies for the tax limit since the firm produces methacrylates.

The Act provides for a tax credit and appraised value limitation.

#### *Tax Credit:*

For the first two years after the finalization of an agreement, the company will pay school property tax on its full-appraised value.

However, the company may receive a credit for the property taxes paid on the portion of value exceeding the investment limitation in the first two years. The credit would be granted by the school district in seven annual installments beginning in the year following the approval of the application by the school district or in the fourth year. The credit for any year could not exceed 50% of the year's property taxes imposed on the qualified property.

#### *Appraised Value Limitation:*

In addition, beginning in the third year, and for a total of seven years, the appraised value of the property for maintenance and operations property taxes will be capped at the lower of the investment limitation, as determined by the total property wealth of the school district, or its market value.

Based on the requirements of Chapter 313, Beaumont ISD will collect taxes from the firm during the first two years but the firm will receive a credit for these taxes collected on the firm's investment value exceeding \$30 million.

*Calculation of tax credit:*

During the first two years of the qualifying period, the firm will pay the following property taxes to the school district that will be subject to tax credit:

	Estimated Assessed Market Value of the Facility	Total Appraised Value of Qualified Property	Property Taxes (\$1.31 per \$100 of Valuation)
Year 1	\$0	\$0	\$0
Year 2	\$4,785,000	\$4,785,000	\$62,684
Year 3	\$39,010,800	\$39,010,800	\$511,041
Year 4	\$74,986,170		
Year 5	\$82,168,890		
Year 6	\$80,477,610		
Year 7	\$78,786,330		
Year 8	\$77,095,050		
Year 9	\$75,403,770		
Year 10	\$73,712,490		
Year 11	\$72,021,210		

Credit for taxes paid on the appraised value of qualified property exceeding \$30 million not to exceed 50% of the total amount of school property taxes imposed on the qualified property in the tax year:

	Property Taxes Paid on Qualified Property (\$1.31 per \$100 of Valuation)	Possible Tax Credits	Amount of Tax On \$30 Million Appraised Value Limitation (\$1.31 per \$100 of Valuation)	Maximum Eligible Credit (Not to Exceed 50% Taxes on Eligible Property)	Tax Credit Taken
	\$0				
1	\$62,684				
2	\$511,041				
3			\$393,000	\$196,500	\$196,500
4		\$81,961	\$393,000	\$196,500	\$196,500
5		\$81,961	\$393,000	\$196,500	\$196,500
6		\$81,961	\$393,000	\$196,500	\$196,500
7		\$81,961	\$393,000	\$196,500	\$196,500
8		\$81,961	\$393,000	\$196,500	\$196,500
9		\$81,961	\$393,000	\$196,500	\$196,500
10		\$81,961	\$393,000	\$196,500	\$196,500
Total	\$573,725	\$573,725	\$3,144,000	\$1,572,000	\$1,572,000

*Calculation of property taxes based on appraised value limitation:*

In years 3 through 10, the value of property subject to the portion of the school district's property taxes for maintenance and operations (\$1.04 per \$100 of valuation), will be on only \$30 million. Therefore, the school district will collect the following taxes and the following taxes will not be collected on the firm's qualified property over and above property valued at \$30 million:

	M&O Property Taxes Paid on \$30 Million (\$1.04 per \$100 of Valuation)	Total Qualified Property	I&S Property Taxes on Total Qualified Property (\$.27 per \$100 of Valuation)	Total Taxes to be Paid on Qualified Property
		\$0		
1		\$4,785,000		
2		\$39,010,800		
3	\$312,000	\$74,986,170	\$202,463	\$514,463
4	\$312,000	\$82,168,890	\$221,856	\$533,856
5	\$312,000	\$80,477,610	\$217,290	\$529,290
6	\$312,000	\$78,786,330	\$212,723	\$524,723
7	\$312,000	\$77,095,050	\$208,157	\$520,157
8	\$312,000	\$75,403,770	\$203,590	\$515,590
9	\$312,000	\$73,712,490	\$199,024	\$511,024
10	\$312,000	\$72,021,210	\$194,457	\$506,457
<b>Total</b>	<b>\$2,496,000</b>		<b>\$1,659,559</b>	<b>\$3,649,102</b>

Property tax payments to the school district over the first 25 years on qualified real property improvements:

	Full Taxes in the First Two Years	Less Tax Credits	M&O Taxes on \$30 Million in Qualified Property	I&S Taxes on \$30 Million in Qualified Property	Value of the Property on Tax Rolls	Property Taxes on All Property After 10 Years
Year 1	\$0					\$0
Year 2	\$62,684					\$62,684
Year 3	\$511,041					\$511,041
Year 4		(\$196,500)	\$312,000	\$202,463		\$317,963
Year 5		(\$196,500)	\$312,000	\$221,856		\$337,356
Year 6		(\$196,500)	\$312,000	\$217,290		\$332,790
Year 7		(\$196,500)	\$312,000	\$212,723		\$328,223
Year 8		(\$196,500)	\$312,000	\$208,157		\$323,657
Year 9		(\$196,500)	\$312,000	\$203,590		\$319,090
Year 10		(\$196,500)	\$312,000	\$199,024		\$314,524
Year 11		(\$196,500)	\$312,000	\$194,457		\$309,957
Year 12					\$70,329,930	\$1,138,642
Year 13					\$68,638,650	\$1,111,260
Year 14					\$66,947,370	\$1,083,878
Year 15					\$65,256,090	\$1,056,496
Year 16					\$63,564,810	\$1,029,114
Year 17					\$61,873,530	\$1,001,732
Year 18					\$60,182,250	\$974,351
Year 19					\$58,490,970	\$946,969
Year 20					\$56,799,690	\$919,587
Year 21					\$55,108,410	\$892,205
Year 22					\$53,417,130	\$864,823
Year 23					\$51,725,850	\$837,442
Year 24					\$50,034,570	\$810,060
Year 25					\$48,343,290	\$782,678

Summary of property taxes to be paid by the facility to the school district after credits and appraised value limitations on real property improvements and on business personal property:

	Property Taxes on Business Personal Property	Real Property Improvements			Total Taxes Paid by the Firm
		Property Taxes Paid	Tax Credit Settle -Up in Year 11	Net Taxes Paid	
Year 1	\$1,310	\$0		\$0	\$1,310
Year 2	\$132,310	\$62,684		\$62,684	\$194,994
Year 3	\$197,810	\$511,041		\$511,041	\$708,851
Year 4	\$285,082	\$317,963		\$317,963	\$603,045
Year 5	\$285,082	\$337,356		\$337,356	\$622,438
Year 6	\$290,758	\$332,790		\$332,790	\$623,547
Year 7	\$296,547	\$328,223		\$328,223	\$624,770
Year 8	\$302,451	\$323,657		\$323,657	\$626,108
Year 9	\$308,474	\$319,090		\$319,090	\$627,564
Year 10	\$315,665	\$314,524		\$314,524	\$630,189
Year 11	\$321,932	\$309,957		\$309,957	\$631,889
Year 12	\$328,323	\$1,138,642	(\$998,275)	\$2,136,917	\$2,465,240
Year 13	\$334,842	\$1,111,260		\$1,111,260	\$1,446,102
Year 14	\$341,492	\$1,083,878		\$1,083,878	\$1,425,370
Year 15	\$348,275	\$1,056,496		\$1,056,496	\$1,404,771
Year 16	\$355,193	\$1,029,114		\$1,029,114	\$1,384,307
Year 17	\$362,250	\$1,001,732		\$1,001,732	\$1,363,982
Year 18	\$369,448	\$974,351		\$974,351	\$1,343,798
Year 19	\$376,789	\$946,969		\$946,969	\$1,323,758
Year 20	\$384,409	\$919,587		\$919,587	\$1,303,996
Year 21	\$392,047	\$892,205		\$892,205	\$1,284,253
Year 22	\$399,839	\$864,823		\$864,823	\$1,264,662
Year 23	\$407,786	\$837,442		\$837,442	\$1,245,227
Year 24	\$415,892	\$810,060		\$810,060	\$1,225,951
Year 25	\$424,160	\$782,678		\$782,678	\$1,206,837
Total	\$7,978,165	\$16,606,520	(\$998,275)	\$17,604,795	\$25,582,960

Property taxes that may be collected on new residential property built in the city by some direct and indirect workers:

	Value of New Residential Property to Be Built in the District	Value of Residential Property to be Built in Beaumont ISD <i>(About 35% of Total Value)</i>	School District Taxes <i>(\$1.31 per \$100 of Valuation)</i>
Year 1	\$7,821,000	\$2,737,350	\$35,859
Year 2	\$9,687,150	\$3,390,503	\$44,416
Year 3	\$10,502,910	\$3,676,019	\$48,156
Year 4	\$11,358,897	\$3,975,614	\$52,081
Year 5	\$11,699,664	\$4,094,882	\$53,643
Year 6	\$12,050,654	\$4,217,729	\$55,252
Year 7	\$12,412,174	\$4,344,261	\$56,910
Year 8	\$12,784,539	\$4,474,589	\$58,617
Year 9	\$13,168,075	\$4,608,826	\$60,376
Year 10	\$13,563,117	\$4,747,091	\$62,187
Year 11	\$13,970,011	\$4,889,504	\$64,052
Year 12	\$14,389,111	\$5,036,189	\$65,974
Year 13	\$14,820,784	\$5,187,275	\$67,953
Year 14	\$15,265,408	\$5,342,893	\$69,992
Year 15	\$15,723,370	\$5,503,180	\$72,092
Year 16	\$16,195,071	\$5,668,275	\$74,254
Year 17	\$16,680,923	\$5,838,323	\$76,482
Year 18	\$17,181,351	\$6,013,473	\$78,776
Year 19	\$17,696,792	\$6,193,877	\$81,140
Year 20	\$18,227,695	\$6,379,693	\$83,574
Year 21	\$18,774,526	\$6,571,084	\$86,081
Year 22	\$19,337,762	\$6,768,217	\$88,664
Year 23	\$19,917,895	\$6,971,263	\$91,324
Year 24	\$20,515,432	\$7,180,401	\$94,063
Year 25	\$21,130,895	\$7,395,813	\$96,885
Total		\$131,206,322	\$1,718,803

**Total property taxes to be collected by the school district from the facility and on new residential property to be built in the district for some direct and indirect workers:**

	Property to be Collected		
	From the Facility	On New Residential Property	Total Collections
Year 1	\$1,310	\$35,859	\$37,169
Year 2	\$194,994	\$44,416	\$239,409
Year 3	\$708,851	\$48,156	\$757,007
Year 4	\$603,045	\$52,081	\$655,125
Year 5	\$622,438	\$53,643	\$676,081
Year 6	\$623,547	\$55,252	\$678,799
Year 7	\$624,770	\$56,910	\$681,680
Year 8	\$626,108	\$58,617	\$684,725
Year 9	\$627,564	\$60,376	\$687,940
Year 10	\$630,189	\$62,187	\$692,376
Year 11	\$631,889	\$64,052	\$695,941
Year 12	\$2,465,240	\$65,974	\$2,531,214
Year 13	\$1,446,102	\$67,953	\$1,514,055
Year 14	\$1,425,370	\$69,992	\$1,495,362
Year 15	\$1,404,771	\$72,092	\$1,476,862
Year 16	\$1,384,307	\$74,254	\$1,458,562
Year 17	\$1,363,982	\$76,482	\$1,440,464
Year 18	\$1,343,798	\$78,776	\$1,422,575
Year 19	\$1,323,758	\$81,140	\$1,404,898
Year 20	\$1,303,996	\$83,574	\$1,387,570
Year 21	\$1,284,253	\$86,081	\$1,370,334
Year 22	\$1,264,662	\$88,664	\$1,353,326
Year 23	\$1,245,227	\$91,324	\$1,336,551
Year 24	\$1,225,951	\$94,063	\$1,320,014
Year 25	\$1,206,837	\$96,885	\$1,303,723
<b>Total</b>	<b>\$25,582,960</b>	<b>\$1,718,803</b>	<b>\$27,301,763</b>

Appendix F  
Revenues for the Port of Beaumont

Property tax collections on business personal property:

	Taxable Value of Business Personal Property			Total Taxes \$.074 per \$100 of Valuation)
	Vehicles, Furniture and Fixtures	Taxable Inventories	Total Taxable Personal Property	
Year 1	\$100,000	\$0	\$100,000	\$74
Year 2	\$100,000	\$10,000,000	\$10,100,000	\$7,477
Year 3	\$100,000	\$15,000,000	\$15,100,000	\$11,178
Year 4	\$100,000	\$21,662,000	\$21,762,000	\$16,109
Year 5	\$100,000	\$21,662,000	\$21,762,000	\$16,109
Year 6	\$100,000	\$22,095,240	\$22,195,240	\$16,430
Year 7	\$100,000	\$22,537,145	\$22,637,145	\$16,757
Year 8	\$100,000	\$22,987,888	\$23,087,888	\$17,091
Year 9	\$100,000	\$23,447,645	\$23,547,645	\$17,431
Year 10	\$180,000	\$23,916,598	\$24,096,598	\$17,838
Year 11	\$180,000	\$24,394,930	\$24,574,930	\$18,192
Year 12	\$180,000	\$24,882,829	\$25,062,829	\$18,553
Year 13	\$180,000	\$25,380,486	\$25,560,486	\$18,921
Year 14	\$180,000	\$25,888,095	\$26,068,095	\$19,297
Year 15	\$180,000	\$26,405,857	\$26,585,857	\$19,680
Year 16	\$180,000	\$26,933,974	\$27,113,974	\$20,071
Year 17	\$180,000	\$27,472,654	\$27,652,654	\$20,470
Year 18	\$180,000	\$28,022,107	\$28,202,107	\$20,877
Year 19	\$180,000	\$28,582,549	\$28,762,549	\$21,291
Year 20	\$190,000	\$29,154,200	\$29,344,200	\$21,722
Year 21	\$190,000	\$29,737,284	\$29,927,284	\$22,154
Year 22	\$190,000	\$30,332,030	\$30,522,030	\$22,594
Year 23	\$190,000	\$30,938,670	\$31,128,670	\$23,043
Year 24	\$190,000	\$31,557,444	\$31,747,444	\$23,501
Year 25	\$190,000	\$32,188,592	\$32,378,592	\$23,968
Total				\$450,827

**Taxable value and property taxes paid on the facility's real property:**

	Value of the Facility's Real Property	Port Taxes (\$ <i>.074025</i> <i>per \$100</i> <i>of Valuation</i> )
Year 1	\$0	\$0
Year 2	\$4,785,000	\$3,542
Year 3	\$39,010,800	\$28,878
Year 4	\$74,986,170	\$55,509
Year 5	\$82,168,890	\$60,826
Year 6	\$80,477,610	\$59,574
Year 7	\$78,786,330	\$58,322
Year 8	\$77,095,050	\$57,070
Year 9	\$75,403,770	\$55,818
Year 10	\$73,712,490	\$54,566
Year 11	\$72,021,210	\$53,314
Year 12	\$70,329,930	\$52,062
Year 13	\$68,638,650	\$50,810
Year 14	\$66,947,370	\$49,558
Year 15	\$65,256,090	\$48,306
Year 16	\$63,564,810	\$47,054
Year 17	\$61,873,530	\$45,802
Year 18	\$60,182,250	\$44,550
Year 19	\$58,490,970	\$43,298
Year 20	\$56,799,690	\$42,046
Year 21	\$55,108,410	\$40,794
Year 22	\$53,417,130	\$39,542
Year 23	\$51,725,850	\$38,290
Year 24	\$50,034,570	\$37,038
Year 25	\$48,343,290	\$35,786
Total		\$1,102,351

Estimated property taxes to be abated:

	Taxes Abated on Value of Property Added In:				Abatement Percentage Beginning in First Year Placed on Tax Rolls	Total Taxes to be Abated
	Year 2	Year 3	Year 4	Year 5		
Year 1					100%	\$0
Year 2	\$3,542				100%	\$3,542
Year 3	\$3,471	\$25,406			90%	\$28,878
Year 4	\$3,060	\$24,898	\$27,210		90%	\$55,168
Year 5	\$2,997	\$21,951	\$26,666	\$6,440	90%	\$58,054
Year 6	\$2,933	\$21,494	\$23,509	\$6,311	80%	\$54,247
Year 7	\$2,550	\$21,037	\$23,019	\$5,564	80%	\$52,171
Year 8	\$2,494	\$18,293	\$22,530	\$5,448	70%	\$48,764
Year 9	\$2,132	\$17,886	\$19,591	\$5,332	70%	\$44,942
Year 10	\$2,083	\$15,295	\$19,156	\$4,637		\$41,170
Year 11	\$0	\$14,939	\$16,380	\$4,534		\$35,853
Year 12	\$0	\$0	\$15,999	\$3,877		\$19,876
Year 13	\$0	\$0	\$0	\$3,787		\$3,787
Year 14	\$0	\$0	\$0	\$0		\$0
Year 15	\$0	\$0	\$0	\$0		\$0
Year 16	\$0	\$0	\$0	\$0		\$0
Year 17	\$0	\$0	\$0	\$0		\$0
Year 18	\$0	\$0	\$0	\$0		\$0
Year 19	\$0	\$0	\$0	\$0		\$0
Year 20	\$0	\$0	\$0	\$0		\$0
Year 21	\$0	\$0	\$0	\$0		\$0
Year 22	\$0	\$0	\$0	\$0		\$0
Year 23	\$0	\$0	\$0	\$0		\$0
Year 24	\$0	\$0	\$0	\$0		\$0
Year 25	\$0	\$0	\$0	\$0		\$0
Total taxes to be abated						\$446,453

Property taxes paid on the firm's real property after abatement:

	Taxes Levied	Taxes Abated	Tax Collections After Abatement
Year 1	\$0	\$0	\$0
Year 2	\$3,542	\$3,542	\$0
Year 3	\$28,878	\$28,878	\$0
Year 4	\$55,509	\$55,168	\$340
Year 5	\$60,826	\$58,054	\$2,772
Year 6	\$59,574	\$54,247	\$5,326
Year 7	\$58,322	\$52,171	\$6,151
Year 8	\$57,070	\$48,764	\$8,305
Year 9	\$55,818	\$44,942	\$10,876
Year 10	\$54,566	\$41,170	\$13,396
Year 11	\$53,314	\$35,853	\$17,461
Year 12	\$52,062	\$19,876	\$32,185
Year 13	\$50,810	\$3,787	\$47,023
Year 14	\$49,558	\$0	\$49,558
Year 15	\$48,306	\$0	\$48,306
Year 16	\$47,054	\$0	\$47,054
Year 17	\$45,802	\$0	\$45,802
Year 18	\$44,550	\$0	\$44,550
Year 19	\$43,298	\$0	\$43,298
Year 20	\$42,046	\$0	\$42,046
Year 21	\$40,794	\$0	\$40,794
Year 22	\$39,542	\$0	\$39,542
Year 23	\$38,290	\$0	\$38,290
Year 24	\$37,038	\$0	\$37,038
Year 25	\$35,786	\$0	\$35,786
Total	\$1,102,351	\$446,453	\$655,898

**Summary of property taxes to be paid to the port on business personal property and on real property improvements, after abatement on the facility's real property:**

	On Facility's Business Personal Property	On Facility's Real Property	Total Port Property Taxes
Year 1	\$74	\$0	\$74
Year 2	\$7,477	\$0	\$7,477
Year 3	\$11,178	\$0	\$11,178
Year 4	\$16,109	\$340	\$16,449
Year 5	\$16,109	\$2,772	\$18,881
Year 6	\$16,430	\$5,326	\$21,756
Year 7	\$16,757	\$6,151	\$22,908
Year 8	\$17,091	\$8,305	\$25,396
Year 9	\$17,431	\$10,876	\$28,307
Year 10	\$17,838	\$13,396	\$31,233
Year 11	\$18,192	\$17,461	\$35,652
Year 12	\$18,553	\$32,185	\$50,738
Year 13	\$18,921	\$47,023	\$65,944
Year 14	\$19,297	\$49,558	\$68,855
Year 15	\$19,680	\$48,306	\$67,986
Year 16	\$20,071	\$47,054	\$67,125
Year 17	\$20,470	\$45,802	\$66,272
Year 18	\$20,877	\$44,550	\$65,427
Year 19	\$21,291	\$43,298	\$64,589
Year 20	\$21,722	\$42,046	\$63,768
Year 21	\$22,154	\$40,794	\$62,948
Year 22	\$22,594	\$39,542	\$62,136
Year 23	\$23,043	\$38,290	\$61,333
Year 24	\$23,501	\$37,038	\$60,539
Year 25	\$23,968	\$35,786	\$59,754
<b>Total</b>		<b>\$655,898</b>	<b>\$1,106,725</b>

Appendix G  
Revenues for Sabine - Neches Navigation District

Property tax collections on business personal property:

	Taxable Value of Business Personal Property			Total Taxes \$.027 per \$100 of Valuation)
	Vehicles, Furniture and Fixtures	Taxable Inventories	Total Taxable Personal Property	
Year 1	\$100,000	\$0	\$100,000	\$27
Year 2	\$100,000	\$10,000,000	\$10,100,000	\$2,767
Year 3	\$100,000	\$15,000,000	\$15,100,000	\$4,137
Year 4	\$100,000	\$21,662,000	\$21,762,000	\$5,962
Year 5	\$100,000	\$21,662,000	\$21,762,000	\$5,962
Year 6	\$100,000	\$22,095,240	\$22,195,240	\$6,081
Year 7	\$100,000	\$22,537,145	\$22,637,145	\$6,202
Year 8	\$100,000	\$22,987,888	\$23,087,888	\$6,326
Year 9	\$100,000	\$23,447,645	\$23,547,645	\$6,452
Year 10	\$180,000	\$23,916,598	\$24,096,598	\$6,602
Year 11	\$180,000	\$24,394,930	\$24,574,930	\$6,733
Year 12	\$180,000	\$24,882,829	\$25,062,829	\$6,867
Year 13	\$180,000	\$25,380,486	\$25,560,486	\$7,003
Year 14	\$180,000	\$25,888,095	\$26,068,095	\$7,142
Year 15	\$180,000	\$26,405,857	\$26,585,857	\$7,284
Year 16	\$180,000	\$26,933,974	\$27,113,974	\$7,429
Year 17	\$180,000	\$27,472,654	\$27,652,654	\$7,576
Year 18	\$180,000	\$28,022,107	\$28,202,107	\$7,727
Year 19	\$180,000	\$28,582,549	\$28,762,549	\$7,880
Year 20	\$190,000	\$29,154,200	\$29,344,200	\$8,040
Year 21	\$190,000	\$29,737,284	\$29,927,284	\$8,199
Year 22	\$190,000	\$30,332,030	\$30,522,030	\$8,362
Year 23	\$190,000	\$30,938,670	\$31,128,670	\$8,529
Year 24	\$190,000	\$31,557,444	\$31,747,444	\$8,698
Year 25	\$190,000	\$32,188,592	\$32,378,592	\$8,871
Total				\$166,859

**Taxable value and property taxes paid on the facility's real property:**

	Value of the Facility's Real Property	Taxes ( <i>\$.027398</i> <i>per \$100</i> <i>of Valuation</i> )
Year 1	\$0	\$0
Year 2	\$4,785,000	\$1,311
Year 3	\$39,010,800	\$10,688
Year 4	\$74,986,170	\$20,545
Year 5	\$82,168,890	\$22,513
Year 6	\$80,477,610	\$22,049
Year 7	\$78,786,330	\$21,586
Year 8	\$77,095,050	\$21,123
Year 9	\$75,403,770	\$20,659
Year 10	\$73,712,490	\$20,196
Year 11	\$72,021,210	\$19,732
Year 12	\$70,329,930	\$19,269
Year 13	\$68,638,650	\$18,806
Year 14	\$66,947,370	\$18,342
Year 15	\$65,256,090	\$17,879
Year 16	\$63,564,810	\$17,415
Year 17	\$61,873,530	\$16,952
Year 18	\$60,182,250	\$16,489
Year 19	\$58,490,970	\$16,025
Year 20	\$56,799,690	\$15,562
Year 21	\$55,108,410	\$15,099
Year 22	\$53,417,130	\$14,635
Year 23	\$51,725,850	\$14,172
Year 24	\$50,034,570	\$13,708
Year 25	\$48,343,290	\$13,245
Total		\$408,000

Estimated property taxes to be abated:

	Taxes Abated on Value of Property Added In:				Abatement Percentage Beginning in First Year Placed on Tax Rolls	Total Taxes to be Abated
	Year 2	Year 3	Year 4	Year 5		
Year 1					100%	\$0
Year 2	\$1,311				100%	\$1,311
Year 3	\$1,285	\$9,403			90%	\$10,688
Year 4	\$1,133	\$9,215	\$10,071		90%	\$20,419
Year 5	\$1,109	\$8,125	\$9,869	\$2,384	90%	\$21,487
Year 6	\$1,086	\$7,955	\$8,701	\$2,336	80%	\$20,078
Year 7	\$944	\$7,786	\$8,520	\$2,059	80%	\$19,309
Year 8	\$923	\$6,770	\$8,339	\$2,017	70%	\$18,049
Year 9	\$789	\$6,620	\$7,251	\$1,974	70%	\$16,634
Year 10	\$771	\$5,661	\$7,090	\$1,716		\$15,238
Year 11	\$0	\$5,529	\$6,063	\$1,678		\$13,270
Year 12	\$0	\$0	\$5,922	\$1,435		\$7,357
Year 13	\$0	\$0	\$0	\$1,402		\$1,402
Year 14	\$0	\$0	\$0	\$0		\$0
Year 15	\$0	\$0	\$0	\$0		\$0
Year 16	\$0	\$0	\$0	\$0		\$0
Year 17	\$0	\$0	\$0	\$0		\$0
Year 18	\$0	\$0	\$0	\$0		\$0
Year 19	\$0	\$0	\$0	\$0		\$0
Year 20	\$0	\$0	\$0	\$0		\$0
Year 21	\$0	\$0	\$0	\$0		\$0
Year 22	\$0	\$0	\$0	\$0		\$0
Year 23	\$0	\$0	\$0	\$0		\$0
Year 24	\$0	\$0	\$0	\$0		\$0
Year 25	\$0	\$0	\$0	\$0		\$0
<b>Total taxes to be abated</b>						<b>\$165,240</b>

Property taxes paid on the firm's real property after abatement:

	Taxes Levied	Taxes Abated	Tax Collections After Abatement
Year 1	\$0	\$0	\$0
Year 2	\$1,311	\$1,311	\$0
Year 3	\$10,688	\$10,688	\$0
Year 4	\$20,545	\$20,419	\$126
Year 5	\$22,513	\$21,487	\$1,026
Year 6	\$22,049	\$20,078	\$1,971
Year 7	\$21,586	\$19,309	\$2,277
Year 8	\$21,123	\$18,049	\$3,074
Year 9	\$20,659	\$16,634	\$4,025
Year 10	\$20,196	\$15,238	\$4,958
Year 11	\$19,732	\$13,270	\$6,462
Year 12	\$19,269	\$7,357	\$11,912
Year 13	\$18,806	\$1,402	\$17,404
Year 14	\$18,342	\$0	\$18,342
Year 15	\$17,879	\$0	\$17,879
Year 16	\$17,415	\$0	\$17,415
Year 17	\$16,952	\$0	\$16,952
Year 18	\$16,489	\$0	\$16,489
Year 19	\$16,025	\$0	\$16,025
Year 20	\$15,562	\$0	\$15,562
Year 21	\$15,099	\$0	\$15,099
Year 22	\$14,635	\$0	\$14,635
Year 23	\$14,172	\$0	\$14,172
Year 24	\$13,708	\$0	\$13,708
Year 25	\$13,245	\$0	\$13,245
Total	\$408,000	\$165,240	\$242,760

**Summary of property taxes to be paid to the navigation district on business personal property and on real property after abatement on the facility's real property:**

	Facility's Business Personal Property	Facility's Real Property	Total Property Taxes
Year 1	\$27	\$0	\$27
Year 2	\$2,767	\$0	\$2,767
Year 3	\$4,137	\$0	\$4,137
Year 4	\$5,962	\$126	\$6,088
Year 5	\$5,962	\$1,026	\$6,988
Year 6	\$6,081	\$1,971	\$8,052
Year 7	\$6,202	\$2,277	\$8,479
Year 8	\$6,326	\$3,074	\$9,400
Year 9	\$6,452	\$4,025	\$10,477
Year 10	\$6,602	\$4,958	\$11,560
Year 11	\$6,733	\$6,462	\$13,196
Year 12	\$6,867	\$11,912	\$18,779
Year 13	\$7,003	\$17,404	\$24,407
Year 14	\$7,142	\$18,342	\$25,484
Year 15	\$7,284	\$17,879	\$25,163
Year 16	\$7,429	\$17,415	\$24,844
Year 17	\$7,576	\$16,952	\$24,528
Year 18	\$7,727	\$16,489	\$24,216
Year 19	\$7,880	\$16,025	\$23,906
Year 20	\$8,040	\$15,562	\$23,602
Year 21	\$8,199	\$15,099	\$23,298
Year 22	\$8,362	\$14,635	\$22,998
Year 23	\$8,529	\$14,172	\$22,700
Year 24	\$8,698	\$13,708	\$22,407
Year 25	\$8,871	\$13,245	\$22,116
Total	\$166,859	\$242,760	\$409,619

Appendix H  
Revenues for Drainage District # 7

Property tax collections on business personal property:

	Taxable Value of Business Personal Property			Total Taxes \$.138 per \$100 of Valuation)
	Vehicles, Furniture and Fixtures	Taxable Inventories	Total Taxable Personal Property	
Year 1	\$100,000	\$0	\$100,000	\$139
Year 2	\$100,000	\$10,000,000	\$10,100,000	\$14,037
Year 3	\$100,000	\$15,000,000	\$15,100,000	\$20,986
Year 4	\$100,000	\$21,662,000	\$21,762,000	\$30,244
Year 5	\$100,000	\$21,662,000	\$21,762,000	\$30,244
Year 6	\$100,000	\$22,095,240	\$22,195,240	\$30,846
Year 7	\$100,000	\$22,537,145	\$22,637,145	\$31,460
Year 8	\$100,000	\$22,987,888	\$23,087,888	\$32,087
Year 9	\$100,000	\$23,447,645	\$23,547,645	\$32,726
Year 10	\$180,000	\$23,916,598	\$24,096,598	\$33,489
Year 11	\$180,000	\$24,394,930	\$24,574,930	\$34,154
Year 12	\$180,000	\$24,882,829	\$25,062,829	\$34,832
Year 13	\$180,000	\$25,380,486	\$25,560,486	\$35,523
Year 14	\$180,000	\$25,888,095	\$26,068,095	\$36,229
Year 15	\$180,000	\$26,405,857	\$26,585,857	\$36,948
Year 16	\$180,000	\$26,933,974	\$27,113,974	\$37,682
Year 17	\$180,000	\$27,472,654	\$27,652,654	\$38,431
Year 18	\$180,000	\$28,022,107	\$28,202,107	\$39,194
Year 19	\$180,000	\$28,582,549	\$28,762,549	\$39,973
Year 20	\$190,000	\$29,154,200	\$29,344,200	\$40,782
Year 21	\$190,000	\$29,737,284	\$29,927,284	\$41,592
Year 22	\$190,000	\$30,332,030	\$30,522,030	\$42,419
Year 23	\$190,000	\$30,938,670	\$31,128,670	\$43,262
Year 24	\$190,000	\$31,557,444	\$31,747,444	\$44,122
Year 25	\$190,000	\$32,188,592	\$32,378,592	\$44,999
Total				\$846,398

**Taxable value and property taxes paid on the facility's real property:**

	Value of the Facility's Real Property	Taxes ( <i>\$.138977</i> <i>per \$100</i> <i>of Valuation</i> )
Year 1	\$0	\$0
Year 2	\$4,785,000	\$6,650
Year 3	\$39,010,800	\$54,216
Year 4	\$74,986,170	\$104,214
Year 5	\$82,168,890	\$114,196
Year 6	\$80,477,610	\$111,845
Year 7	\$78,786,330	\$109,495
Year 8	\$77,095,050	\$107,144
Year 9	\$75,403,770	\$104,794
Year 10	\$73,712,490	\$102,443
Year 11	\$72,021,210	\$100,093
Year 12	\$70,329,930	\$97,742
Year 13	\$68,638,650	\$95,392
Year 14	\$66,947,370	\$93,041
Year 15	\$65,256,090	\$90,691
Year 16	\$63,564,810	\$88,340
Year 17	\$61,873,530	\$85,990
Year 18	\$60,182,250	\$83,639
Year 19	\$58,490,970	\$81,289
Year 20	\$56,799,690	\$78,939
Year 21	\$55,108,410	\$76,588
Year 22	\$53,417,130	\$74,238
Year 23	\$51,725,850	\$71,887
Year 24	\$50,034,570	\$69,537
Year 25	\$48,343,290	\$67,186
<b>Total</b>		<b>\$2,069,590</b>

Estimated property taxes to be abated:

	Taxes Abated on Value of Property Added In:				Abatement Percentage Beginning in First Year Placed on Tax Rolls	Total Taxes to be Abated
	Year 2	Year 3	Year 4	Year 5		
Year 1					100%	\$0
Year 2	\$6,650				100%	\$6,650
Year 3	\$6,517	\$47,699			90%	\$54,216
Year 4	\$5,746	\$46,745	\$51,084		90%	\$103,575
Year 5	\$5,626	\$41,212	\$50,063	\$12,091	90%	\$108,992
Year 6	\$5,506	\$40,353	\$44,137	\$11,849	80%	\$101,846
Year 7	\$4,788	\$39,495	\$43,217	\$10,447	80%	\$97,947
Year 8	\$4,682	\$34,343	\$42,298	\$10,229	70%	\$91,552
Year 9	\$4,003	\$33,580	\$36,781	\$10,011	70%	\$84,376
Year 10	\$3,910	\$28,715	\$35,963	\$8,706		\$77,294
Year 11	\$0	\$28,047	\$30,753	\$8,512		\$67,312
Year 12	\$0	\$0	\$30,038	\$7,279		\$37,316
Year 13	\$0	\$0	\$0	\$7,110		\$7,110
Year 14	\$0	\$0	\$0	\$0		\$0
Year 15	\$0	\$0	\$0	\$0		\$0
Year 16	\$0	\$0	\$0	\$0		\$0
Year 17	\$0	\$0	\$0	\$0		\$0
Year 18	\$0	\$0	\$0	\$0		\$0
Year 19	\$0	\$0	\$0	\$0		\$0
Year 20	\$0	\$0	\$0	\$0		\$0
Year 21	\$0	\$0	\$0	\$0		\$0
Year 22	\$0	\$0	\$0	\$0		\$0
Year 23	\$0	\$0	\$0	\$0		\$0
Year 24	\$0	\$0	\$0	\$0		\$0
Year 25	\$0	\$0	\$0	\$0		\$0
<b>Total taxes to be abated</b>						<b>\$838,185</b>

Property taxes paid on the firm's real property after abatement:

	Taxes Levied	Taxes Abated	Tax Collections After Abatement
Year 1	\$0	\$0	\$0
Year 2	\$6,650	\$6,650	\$0
Year 3	\$54,216	\$54,216	\$0
Year 4	\$104,214	\$103,575	\$638
Year 5	\$114,196	\$108,992	\$5,204
Year 6	\$111,845	\$101,846	\$10,000
Year 7	\$109,495	\$97,947	\$11,548
Year 8	\$107,144	\$91,552	\$15,593
Year 9	\$104,794	\$84,376	\$20,418
Year 10	\$102,443	\$77,294	\$25,149
Year 11	\$100,093	\$67,312	\$32,781
Year 12	\$97,742	\$37,316	\$60,426
Year 13	\$95,392	\$7,110	\$88,282
Year 14	\$93,041	\$0	\$93,041
Year 15	\$90,691	\$0	\$90,691
Year 16	\$88,340	\$0	\$88,340
Year 17	\$85,990	\$0	\$85,990
Year 18	\$83,639	\$0	\$83,639
Year 19	\$81,289	\$0	\$81,289
Year 20	\$78,939	\$0	\$78,939
Year 21	\$76,588	\$0	\$76,588
Year 22	\$74,238	\$0	\$74,238
Year 23	\$71,887	\$0	\$71,887
Year 24	\$69,537	\$0	\$69,537
Year 25	\$67,186	\$0	\$67,186
Total	\$2,069,590	\$838,185	\$1,231,405

**Summary of property taxes to be paid to the drainage district on business personal property and on real property improvements after abatement on the facility's real property:**

	Facility's Business Personal Property	Facility's Real Property	Total Property Taxes
Year 1	\$139	\$0	\$139
Year 2	\$14,037	\$0	\$14,037
Year 3	\$20,986	\$0	\$20,986
Year 4	\$30,244	\$638	\$30,883
Year 5	\$30,244	\$5,204	\$35,448
Year 6	\$30,846	\$10,000	\$40,846
Year 7	\$31,460	\$11,548	\$43,008
Year 8	\$32,087	\$15,593	\$47,679
Year 9	\$32,726	\$20,418	\$53,144
Year 10	\$33,489	\$25,149	\$58,638
Year 11	\$34,154	\$32,781	\$66,934
Year 12	\$34,832	\$60,426	\$95,258
Year 13	\$35,523	\$88,282	\$123,806
Year 14	\$36,229	\$93,041	\$129,270
Year 15	\$36,948	\$90,691	\$127,639
Year 16	\$37,682	\$88,340	\$126,023
Year 17	\$38,431	\$85,990	\$124,421
Year 18	\$39,194	\$83,639	\$122,834
Year 19	\$39,973	\$81,289	\$121,262
Year 20	\$40,782	\$78,939	\$119,720
Year 21	\$41,592	\$76,588	\$118,180
Year 22	\$42,419	\$74,238	\$116,656
Year 23	\$43,262	\$71,887	\$115,149
Year 24	\$44,122	\$69,537	\$113,658
Year 25	\$44,999	\$67,186	\$112,185
<b>Total</b>	<b>\$846,398</b>	<b>\$1,231,405</b>	<b>\$2,077,803</b>

Appendix I  
Sales Tax Collections by Other Cities in Jefferson County on  
Workers Spending

**Sales taxes to be collected by other cities in the county during construction of the facility and over the first 25 years of the project:**

	Sales Taxes to be Collected on Construction Worker Spending	Sales Taxes to be Collected on Worker Spending Once the Facility is Operational	Total Sales Tax Collections in Cities	Less Sales Tax Collections in Beaumont	Sales Tax Collections in Other Cities
Year 1	\$16,361	\$57,719	\$74,080	\$25,928	\$48,152
Year 2	\$117,354	\$71,491	\$188,845	\$66,096	\$122,749
Year 3	\$125,683	\$77,511	\$203,194	\$71,118	\$132,076
Year 4	\$29,747	\$83,829	\$113,576	\$39,752	\$73,824
Year 5		\$86,344	\$86,344	\$30,220	\$56,123
Year 6		\$88,934	\$88,934	\$31,127	\$57,807
Year 7		\$91,602	\$91,602	\$32,061	\$59,541
Year 8		\$94,350	\$94,350	\$33,022	\$61,327
Year 9		\$97,180	\$97,180	\$34,013	\$63,167
Year 10		\$100,096	\$100,096	\$35,034	\$65,062
Year 11		\$103,099	\$103,099	\$36,085	\$67,014
Year 12		\$106,192	\$106,192	\$37,167	\$69,025
Year 13		\$109,377	\$109,377	\$38,282	\$71,095
Year 14		\$112,659	\$112,659	\$39,431	\$73,228
Year 15		\$116,038	\$116,038	\$40,613	\$75,425
Year 16		\$119,520	\$119,520	\$41,832	\$77,688
Year 17		\$123,105	\$123,105	\$43,087	\$80,018
Year 18		\$126,798	\$126,798	\$44,379	\$82,419
Year 19		\$130,602	\$130,602	\$45,711	\$84,892
Year 20		\$134,520	\$134,520	\$47,082	\$87,438
Year 21		\$138,556	\$138,556	\$48,495	\$90,061
Year 22		\$142,713	\$142,713	\$49,949	\$92,763
Year 23		\$146,994	\$146,994	\$51,448	\$95,546
Year 24		\$151,404	\$151,404	\$52,991	\$98,413
Year 25		\$155,946	\$155,946	\$54,581	\$101,365
	\$289,145	\$2,766,579	\$3,055,724	\$1,069,503	\$1,986,221

## Appendix J

Property Taxes to be Collected by Other Cities, School Districts  
and Special Taxing Districts on the Residential Property Built for  
Some Direct and Indirect Workers

Estimated total property tax rate for a city, school district, and special taxing district	
City, excluding the City of Beaumont	\$0.64
School district, excluding Beaumont ISD	\$1.365
Special taxing districts, excluding the Navigation District which is countywide and estimated on previous pages	\$0.24
Total	\$2.25

Percent to total new residential property in other cities, school districts and special taxing districts in the county 65%

Value of new residential property and property taxes to be collected on this property:

	Property Tax Collections				Total
	Value of New Residential Property	Other Cities	Other School Districts	Other Special Taxing Districts	
	65% of Property & \$.64 per \$100 of Valuation)	65% of Property \$1.365 per \$101 of Valuation)	65% of Property \$1.365 per \$101 of Valuation)	5% of Property (\$.24 per \$102 of Valuation)	
Year 1	\$7,821,000	\$32,535	\$69,392	\$12,221	\$114,148
Year 2	\$9,687,150	\$40,299	\$85,949	\$15,137	\$141,385
Year 3	\$10,502,910	\$43,692	\$93,187	\$16,412	\$153,291
Year 4	\$11,358,897	\$47,253	\$100,782	\$17,749	\$165,784
Year 5	\$11,699,664	\$48,671	\$103,805	\$18,282	\$170,758
Year 6	\$12,050,654	\$50,131	\$106,919	\$18,830	\$175,881
Year 7	\$12,412,174	\$51,635	\$110,127	\$19,395	\$181,157
Year 8	\$12,784,539	\$53,184	\$113,431	\$19,977	\$186,592
Year 9	\$13,168,075	\$54,779	\$116,834	\$20,576	\$192,189
Year 10	\$13,563,117	\$56,423	\$120,339	\$21,194	\$197,955
Year 11	\$13,970,011	\$58,115	\$123,949	\$21,830	\$203,894
Year 12	\$14,389,111	\$59,859	\$127,667	\$22,484	\$210,011
Year 13	\$14,820,784	\$61,654	\$131,497	\$23,159	\$216,311
Year 14	\$15,265,408	\$63,504	\$135,442	\$23,854	\$222,800
Year 15	\$15,723,370	\$65,409	\$139,506	\$24,569	\$229,484
Year 16	\$16,195,071	\$67,371	\$143,691	\$25,306	\$236,369
Year 17	\$16,680,923	\$69,393	\$148,001	\$26,066	\$243,460
Year 18	\$17,181,351	\$71,474	\$152,442	\$26,848	\$250,764
Year 19	\$17,696,792	\$73,619	\$157,015	\$27,653	\$258,286
Year 20	\$18,227,695	\$75,827	\$161,725	\$28,483	\$266,035
Year 21	\$18,774,526	\$78,102	\$166,577	\$29,337	\$274,016
Year 22	\$19,337,762	\$80,445	\$171,574	\$30,217	\$282,237
Year 23	\$19,917,895	\$82,858	\$176,722	\$31,124	\$290,704
Year 24	\$20,515,432	\$85,344	\$182,023	\$32,057	\$299,425
Year 25	\$21,130,895	\$87,905	\$187,484	\$33,019	\$308,408
Total		\$1,559,481	\$3,326,080	\$585,780	\$5,471,341

Applicant Name  
ISD Name  
Lucite International  
Beaumont, ISD

Form 50-296

PROPERTY INVESTMENT AMOUNTS

		(Estimated Investment in each year. Do not put cumulative totals.)										Column E: Total Investment (A+B+D)
		School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value					
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)	2011-2012	2011	\$ -							\$ -	
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)			\$ -						\$ 19,898,000	\$ 19,898,000	
Tax Credit Period (with 50% cap on credit)	Complete tax years of qualifying time period	1	2013	\$ 46,300,000		\$ 46,300,000					\$ 46,300,000	
		2	2014	\$ 17,650,000		\$ 17,650,000					\$ 17,650,000	
		3	2015	\$ 1,000,000		\$ 1,000,000					\$ 1,000,000	
		4	2016									
		5	2017									
		6	2018									
		7	2019									
		8	2020									
		9	2021									
		10	2022									
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2023									
		12	2024									
		13	2025									
		14	2026									
		15	2027									
Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.	Post-Settle-Up Period											

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.02(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals.

Column B: For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property. Include estimates of investment for "replacement" property that is part of original agreement but scheduled for probable replacement during limitation period. The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment, under Tax Code §313.02(1)(E).

Column C: For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings. Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc. Note: Land can be listed as part of investment during the "pre-year-1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, please original estimates with actual appraisal/district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:  DATE: 2/20/12

Schedule B (Rev. May 2010): Estimated Market And Taxable Value  
 Lucite International

Form 50-296

Applicant Name  
 Lucite International

Beaumont ISD

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Reductions from Market Value	Estimated Taxable Value	
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"		Final taxable value for I&S - after all reductions	Final taxable value for M&O - after all reductions
pre-year 1	2012-13	2012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Complete tax years of qualifying time period	1	2013-14	\$ -	\$ 44,261,419	\$ 100,000	\$ -	\$ 44,361,419	\$ 44,361,419
	2	2014-15	\$ -	\$ 59,034,410	\$ 100,000	\$ -	\$ 59,134,410	\$ 59,134,410
	3	2015-16	\$ -	\$ 58,879,251	\$ 100,000	\$ -	\$ 58,979,251	\$ 58,979,251
	4	2016-17	\$ -	\$ 57,667,341	\$ 100,000	\$ -	\$ 57,767,341	\$ 57,767,341
	5	2017-18	\$ -	\$ 56,455,431	\$ 100,000	\$ -	\$ 56,555,431	\$ 56,555,431
Value Limitation Period	6	2018-19	\$ -	\$ 55,243,521	\$ 100,000	\$ -	\$ 55,343,521	\$ 55,343,521
	7	2019-20	\$ -	\$ 54,031,611	\$ 180,000	\$ -	\$ 54,211,611	\$ 54,211,611
	8	2020-21	\$ -	\$ 52,819,701	\$ 180,000	\$ -	\$ 52,999,701	\$ 52,999,701
	9	2021-22	\$ -	\$ 51,607,791	\$ 180,000	\$ -	\$ 51,787,791	\$ 51,787,791
	10	2022-23	\$ -	\$ 50,395,881	\$ 180,000	\$ -	\$ 50,575,881	\$ 50,575,881
Credit Settle-Up Period	11	2023-24	\$ -	\$ 49,183,971	\$ 180,000	\$ -	\$ 49,363,971	\$ 49,363,971
	12	2024-25	\$ -	\$ 47,972,061	\$ 180,000	\$ -	\$ 48,152,061	\$ 48,152,061
	13	2025-26	\$ -	\$ 46,760,151	\$ 180,000	\$ -	\$ 46,940,151	\$ 46,940,151
Post-Settle-Up Period	14	2026-27	\$ -	\$ 45,548,241	\$ 180,000	\$ -	\$ 45,728,241	\$ 45,728,241
	15	2027-28	\$ -	\$ 45,548,241	\$ 180,000	\$ -	\$ 45,728,241	\$ 45,728,241

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation. This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

*Alan M. Ford*  
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

2/20/12

DATE



Schedule D: (Rev. May 2010): Other Tax Information

Applicant Name

Lucite International

ISD Name

Beaumont ISD

Form 50-296

	Sales Tax Information			Franchise Tax			Other Property Tax Abatements Sought			
	Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	County	City	Hospital	Other
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)		2012-13	2012	\$ 164,000	\$ 46,300,000	\$ 55,000	0	N/A		N/A
Complete tax years of qualifying time period	1	2013-14	2013	\$ 671,000	\$ 17,650,000	\$ 57,750	100	N/A	N/A	100
	2	2014-15	2014	\$ 950,000	\$ 2,554,000	\$ 60,638	100	N/A	N/A	100
	3	2015-16	2015	\$ 1,083,000	\$ 1,748,000	\$ 63,669	90	N/A	N/A	90
	4	2016-17	2016	\$ 1,137,000	\$ 1,835,000	\$ 60,638	90	N/A	N/A	90
	5	2017-18	2017	\$ 1,194,000	\$ 1,927,000	\$ 63,669	80	N/A	N/A	80
	6	2018-19	2018	\$ 1,254,000	\$ 2,023,000	\$ 66,853	70	N/A	N/A	70
	7	2019-20	2019	\$ 1,316,000	\$ 2,124,000	\$ 63,669	60	N/A	N/A	60
	8	2020-21	2020	\$ 1,382,000	\$ 2,230,000	\$ 66,853	0	N/A	N/A	N/A
	9	2021-22	2021	\$ 1,451,000	\$ 2,342,000	\$ 70,195	0	N/A	N/A	N/A
	10	2022-23	2022	\$ 1,524,000	\$ 2,459,000	\$ 66,853	0	N/A	N/A	N/A
Tax Credit Period (with 50% cap on credit)	11	2023-24	2023	\$ 1,600,000	\$ 2,582,000	\$ 70,195	0	N/A	N/A	N/A
	12	2024-25	2024	\$ 1,680,000	\$ 2,711,000	\$ 73,705	0	N/A	N/A	N/A
	13	2025-26	2025	\$ 1,764,000	\$ 2,847,000	\$ 70,195	0	N/A	N/A	N/A
Credit Settle-Up Period	14	2026-27	2026	\$ 1,852,000	\$ 2,989,000	\$ 73,705	0	N/A	N/A	N/A
	15	2027-28	2027	\$ 1,945,000	\$ 3,138,000	\$ 77,391	0	N/A	N/A	N/A

\*For planning, construction and operation of the facility.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

DATE 11/29/11

Notice of Meeting and Agenda and Minutes  
March 14, 2011

**Regular Session, March 14, 2011**

**BE IT REMEMBERED** that on **March 14, 2011**, there was begun and holden a Regular Session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry, County Clerk -

when the following proceedings were had and orders made, to-wit:

.....

SEE ITEM 5



Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four

**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
March 14, 2011**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at 1:30 p.m., on the 14<sup>th</sup> day of March 2011 at its regular meeting place in the Commissioners' Courtroom, 4<sup>th</sup> Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a Regular Meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

**INVOCATION:** Eddie Arnold, Commissioner, Precinct No. 1

**PLEDGE OF ALLEGIANCE:** Brent A. Weaver, Commissioner, Precinct No. 2

**PURCHASING:**

1. Consider and approve specifications for Invitation for Bid (IFB 11-016/AW), Term Contract for Microfilm Supplies for Jefferson County.

Motion by: Commissioner Sinegal  
Second by: Commissioner Weaver  
Action: APPROVED

---

2. Consider and possibly approve, execute, receive, and file a Professional Services Agreement (PROF 11-017/KJS) with Mike Barnes Group, to provide Leadership of the Jefferson County Government Strategic Planning Workshop. The service will be provided at a fee of \$1465.00. This fee includes all travel expenses, including meals and lodging, and mileage is calculated at the rate of \$.51/mile.

**SEE ATTACHED PAGES 7 -14**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

3. Consider and possibly approve, execute, receive, and file a Professional Services Agreement (PROF 11-018/KJS) for Arbitrage Rebate Services between Jefferson County and First Southwest Asset Management at a fee rate shown on Attachment A.

**SEE ATTACHED PAGES 15 -20**

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

#### **COUNTY COMMISSIONERS:**

4. Consider authorizing the County Judge to enter/ terminate a Burn Ban Order.

**Action: TABLED**

---

5. Consider and possibly approve an Order establishing a Lucite International LLC Reinvestment Zone. **SEE ATTACHED PAGES 21 - 58**

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

6. Consider and possibly approve Out of State Travel for Judge Larry Thorne, to attend the National Council of Juvenile and Family Court Judges Conference being held in New York July 24-27, 2011.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

**COUNTY AUDITOR:**

7. Consider and approve budget transfer - 252<sup>nd</sup> District Court -- additional cost.

120-2037-412-3078	Office Supplies	\$ 2,500	
120-2037-412-5072	Pauper Attorney Fees		\$ 2,500

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Alfred**  
**Action: APPROVED**

---

8. Regular County Bills - check #350628 through check #350933.

**SEE ATTACHED PAGES 59 - 69**

**Motion by: Commissioner Arnold**  
**Second by: Commissioner Alfred**  
**Action: APPROVED**

---

**ENGINEERING DEPARTMENT:**

9. Consider and possibly approve Revised Amount to make final offer to purchase property from William T. and Donna Kondo, Parcel 24- LaBelle Road, in the amount of \$19,012.50. This property is located in Precinct No. 4.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Sinegal**  
**Action: APPROVED**

---

10. Consider and possibly approve Revised Amount to make final offer to purchase property from Linda Z. Neff, Parcel 29 - LaBelle Road, in the amount of \$85,000.00. This property is located in Precinct No. 4.

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Sinegal**  
**Action: APPROVED**

---

**\*\*\*DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT TAKING ACTION.**

---

**Jeff R. Branick**  
County Judge

Attachment A

Description	Annual Fee
<b>ANNUAL FEE</b>	<b>\$1,200</b>
<b>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</b>	
<ul style="list-style-type: none"> <li>• Commingled Funds Analysis &amp; Calculations</li> <li>• Spending Exception Analysis &amp; Calculations</li> <li>• Yield Restriction Analysis &amp; Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)</li> <li>• Parity Reserve Fund Allocations</li> <li>• Transferred Proceeds Calculations</li> <li>• Universal Cap Calculations</li> <li>• Debt Service Fund Calculations (including earnings test when required)</li> <li>• Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment</li> <li>• Retention of Records Provided for Arbitrage Computations</li> <li>• IRS Audit Assistance</li> <li>• Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule</li> <li>• On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items</li> </ul>	<b>INCLUDED</b>
<b>OTHER SERVICES AVAILABLE:</b>	
IRS Refund Request -- Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	<b>\$750</b>
Commercial Paper Calculations -- Per allocated issue	<b>\$1,600</b>



**ADDENDUM TO  
NOTICE OF MEETING  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**

Notice having been heretofore posted of a **Regular Meeting** to Commissioners' Court of Jefferson County, Texas, on the 14<sup>th</sup> of March 2011 in the Commissioners' Courtroom, 4<sup>TH</sup> Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas, notice is hereby given of the following additional subject to be considered:

**PURCHASING:**

11. Consider, approve and execute Contract (CONT 11-019/KJS) with The Kansas City Southern Railway for Drainage Improvements to the South Central Gardens Area in the amount of \$9,375.00. This is reimbursable item with TDRA.

**Motion by: Commissioner Sinegal**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

**DISTRICT ATTORNEY:**

12. Consider and possibly approve hiring Mitch Templeton to provide legal services in connection with the defense of civil litigation in the case of John Franklin v. Jefferson County, et.al. (inmate case).

**Motion by: Commissioner Alfred**  
**Second by: Commissioner Weaver**  
**Action: APPROVED**

---

**Jeff R. Branick**  
**County Judge**

**Regular Session, March 14, 2011**

There being no further business to come before the Court at this time, same is  
now here adjourned on this date, March 14, 2011

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312 201 OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the \_\_\_ day of \_\_\_\_\_, 2011, on motion made by \_\_\_\_\_, Commissioner of Precinct No \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No \_\_, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate the LUCITE INTERNATIONAL facility near Beaumont, TX a reinvestment zone, pursuant to Sec, 312 201, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

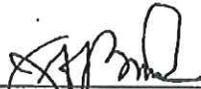
- Section 1. That the Commissioners Court hereby designates the Lucite International property, \_\_\_\_\_, Beaumont, TX (mailing purposes only), Jefferson County, Texas 77640, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the \_\_\_ day of \_\_\_\_\_, 2011.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 14<sup>th</sup> day of March, 2011.

  
 \_\_\_\_\_  
 JEFF R. BRANICK  
 County Judge

  
 \_\_\_\_\_  
 COMMISSIONER EDDIE ARNOLD  
 Precinct No. 1

  
 \_\_\_\_\_  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 \_\_\_\_\_  
 COMMISSIONER BRENT A. WEAVER  
 Precinct No. 2

  
 \_\_\_\_\_  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No 4



**EXHIBIT A**



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMMSP31256LUCITB

2. THE INTEREST IN THE LAND COVERED BY THIS COMMITMENT IS: (Fee Simple, Leasehold, Easement, etc., - identify or describe)

**LOT NO. 14:** Leasehold estate as set forth in that certain Lease dated July 4, 1994, a Memorandum of which was dated 12-6-1999 filed 1-3-2000 under County Clerk's File No. 2000000053 Official Public Records of Real Property of Jefferson County, Texas, by and between E. I. du Pont de Nemours and Company, a Delaware corporation, and INBOS Acrylics, Inc. (fka ICI Acrylics Inc).

**LOT NO. 29:** Leasehold estate as set forth in that certain Lease dated September 15, 2005, a Memorandum of which was dated as of 9-15-2005 filed 10-11-2005 under County Clerk's File No. 2005037284 Official Public Records of Real Property of Jefferson County, Texas, executed by and between B.L. Du Pont De Nemours and Company and Lucite International, Inc., as amended on \_\_\_\_\_, 2007, a Memorandum of which was filed \_\_\_\_\_, 2007 under County Clerk's File No. \_\_\_\_\_, Official Public Records of Real Property of Jefferson County, Texas.

**EASEMENT:** Easement estate as set forth in (i) that certain Lease dated September 15, 2005, a Memorandum of which was dated as of 9-15-2005 filed 10-11-2005 under County Clerk's File No. 2005037284 Official Public Records of Real Property of Jefferson County, Texas, executed by and between B.L. Du Pont De Nemours and Company and Lucite International, Inc., as amended on \_\_\_\_\_, 2007, a Memorandum of which was filed \_\_\_\_\_, 2007 under County Clerk's File No. \_\_\_\_\_, Official Public Records of Real Property of Jefferson County, Texas and/or (ii) that certain Declaration of Easements and Covenants executed by B.L. du Pont de Nemours and Company as recorded under County Clerk's Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas.

3. RECORD TITLE TO THE LAND ON THE EFFECTIVE DATE APPEARS TO BE VESTED IN:

Fee Simple: B.L. du Pont de Nemours and Company, a Delaware corporation

4. LEGAL DESCRIPTION OF LAND:

The three tracts of land known as Lot No. 14, Lot No. 29 and an Easement as more fully described as follows:

**LOT NO. 14:**

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 14 of the DuPont - Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 14 being the same tract or parcel formerly identified as Lot 1 of Dupont-Beaumont Industrial Site No. 2 and Lot 1 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas, with the said Lot No. 14 also being a part of three adjoining tracts, conveyed to B.L. DUPONT DE NEMOURS AND COMPANY, containing 235.116 acres, 49.839 acres and 52.667 acres and recorded in Volume 845, Page 48, Volume 845, Page 63 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 14 being described more particularly as follows:



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMMSPVCS31256LUCITB

COMMENCING at a 1" pipe found in the northeasterly line of the Kansas City Southern Railroad 100 foot wide right-of-way at the intersection with the west line of the J.S. Johnston Survey, Abstract No. 34 and being the southwest corner of the said 52.667 acre tract with said 1" pipe and being an angle point in the southwest line of Lot No. 6 of the said Dupont-Beaumont Industrial Park Subdivision and from which a ½" rod with cap stamped "SPI INC" set in the west line of the J.S. Johnston Survey for an angle point in the northeast line of the said Lot No. 6 bears North 00° 10' 05" East a distance of 71.61 feet;

THENCE South 78° 03' 30" East for a distance of 2447.21 feet to a ½" rod with cap stamped "SPI INC" set for the south corner and POINT OF BEGINNING of the herein described Lot No. 14;

THENCE with the boundary of the herein described Lot No. 14 as follows:

North 44° 07' 41" West, 1785.00 feet;  
 North 45° 52' 19" East, 170.00 feet;  
 North 44° 07' 41" West, 151.50 feet;  
 North 45° 52' 19" East, 120.00 feet;  
 North 44° 07' 41" West, 55.50 feet;  
 North 45° 52' 19" East, 106.50 feet;  
 South 44° 07' 41" East, 290.70 feet;  
 South 37° 34' 59" East, 131.08 feet;  
 South 44° 07' 41" East, 377.81 feet;  
 North 45° 52' 19" East, 22.00 feet;  
 South 44° 07' 41" East, 529.50 feet;  
 South 45° 52' 19" West, 113.02 feet;  
 South 38° 40' 29" East, 220.23 feet;  
 South 28° 47' 04" East, 97.79 feet;  
 South 24° 38' 36" East, 82.40 feet;  
 South 21° 42' 03" East, 129.54 feet;  
 South 14° 47' 53" East, 95.82 feet;  
 South 45° 52' 19" West, 45.34 feet;  
 South 44° 07' 41" East, 72.00 feet;  
 South 45° 52' 19" West, 120.00 feet back to the Point of Beginning and containing 16.047 acres of land.

**LOT NO. 29:**

All that certain tract or parcel of land lying and being situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and a part of the Pelham Humphries League, Abstract No. 32 and being Lot No. 29 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 29 being all of Lot 4 and part of Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plat of which is recorded in Volume 17, Page 394 of the Map Records of Jefferson County, Texas, part of Lot 2 of Dupont-Beaumont Industrial Site No. 2, plat of which is recorded in Volume 15, Page 111 of the Map Records of Jefferson County, Texas, and part of Lot 3 of Dupont-Beaumont Industrial Site No. 1, plat of which is recorded in Volume 15, Page 4 of the Map Records of Jefferson County, Texas with the said Lot No. 29 also being out of and a part of those certain tracts conveyed to B. I. DUPONT DE NEMOURS AND COMPANY more fully described as 235.116 acres recorded in Volume 845, Page 48, 124.708 acres and 49.839 acres recorded in Volume 845, Page 63, 52.667 acres and 82.072 acres recorded in

3)



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

COMMSFACS931256LUCITB

Volume 845, Page 73 and a tract of land recorded in Volume 1507, Page 91 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 29 being more particularly described as follows:

COMMENCING at a 1" pipe found in the northeasterly line of the Kansas City Southern Railroad 100 foot wide right-of-way at the intersection with the west line of the J.S. Johnston Survey, Abstract No. 34, being the east line of the Pelham Humphries League, Abstract No. 32 and being the southwest corner of the said 52.667 acre tract, the most southerly corner of the said 124.708 acre tract, the most southerly corner of the said Lot 3 of the Dupont-Beaumont Industrial Site No. 1 and the southerly southwest corner of both said Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2 with said 1" pipe also being an angle point in the southwest line of Lot No. 6 of the said Dupont-Beaumont Works Industrial Park Subdivision;

THENCE North 00° 10' 05" East along the west line of the J.S. Johnston Survey, Abstract No. 34, the east line of the said Lot 3 of Dupont-Beaumont Industrial Site No. 1, the west line of the said Lot 2 of Dupont-Beaumont Industrial Site No. 2 and the west line of the said Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2 for a distance of 71.61 feet to a ½" rod with cap stamped "SPI INC" found for an angle point in the northeast line of Lot No. 6 of the said Dupont-Beaumont Works Industrial Park Subdivision and being the POINT OF BEGINNING of the exterior boundary of the herein described Lot No. 29 with said ½" rod with cap being identified hereinafter as Point "A";

THENCE North 44° 06' 57" West along the northeast line of the said Lot No. 6 of Dupont-Beaumont Works Industrial Park for a distance of 1828.51 feet to a ½" rod with cap stamped "SPI INC";

THENCE North 45° 52' 19" East, at 27.60 feet pass a ½" rod with cap stamped "SPI INC" found for an ell corner in the southwesterly line of Lot No. 7 of the said Dupont-Beaumont Works Industrial Park Subdivision, with said Lot No. 7 being formerly known as Lot 2 of said Dupont-Beaumont Industrial Site No. 1, and continue on the same course for a total distance of 85.60 feet to a ½" rod with cap stamped "SPI INC" found for another ell corner in the southwesterly line of said Lot No. 7;

THENCE along and with the boundary of the said Lot No. 7 as follows:

South 44° 07' 41" East, 495.00 feet;  
 North 45° 52' 19" East, 20.00 feet;  
 South 44° 07' 41" East, 437.00 feet;  
 North 45° 52' 19" East, 222.00 feet;  
 South 44° 07' 41" East, 173.00 feet;  
 North 45° 52' 19" East, 146.00 feet;

North 44° 07' 41" West, 1130.00 feet to a ½" rod with cap stamped "SPI INC" found at the intersection of the northeast line of the said Lot No. 7 with the westward projection of a southeast line of Lot No. 16 of the said Dupont-Beaumont Works Industrial Park Subdivision, with said Lot No. 16 being formerly known as Lot 1 of said Dupont-Beaumont Industrial Site No. 1;

THENCE North 45° 52' 18" East along the said southeast line of Lot No. 16 and its projection, at 496.00 feet pass a ½" rod with cap stamped "SPI INC" found for the south corner of the said Lot



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

COMMSFVSP31256LUCTE

No. 16 and continue on the same course for a total distance of 1248.05 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 73° 54' 08" West for a distance of 233.74 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 45° 52' 52" East a distance of 272.44 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 44° 07' 42" West a distance of 84.22 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 45° 52' 18" East a distance of 62.64 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 74° 18' 27" East a distance of 64.84 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 76° 01' 55" East a distance of 239.12 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 45° 08' 47" East a distance of 211.56 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 16° 05' 52" West a distance of 273.94 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 73° 46' 34" East a distance of 218.07 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 03° 17' 48" East a distance of 109.66 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 45° 34' 48" East a distance of 239.26 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 44° 07' 08" East a distance of 47.07 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 33° 45' 40" East a distance of 220.41 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE South 56° 23' 55" East a distance of 138.11 feet to a 1/2" rod with cap stamped "SPI INC";

THENCE North 45° 52' 52" East a distance of 87.21 feet to an "X" chiseled on the side of a concrete barrier wall found in the southwest line of Lot No. 18 of the said Dupont-Beaumont Works Industrial Park Subdivision, with the said Lot No. 18 being formerly known as Lot 3 of said Replat of Dupont-Beaumont Industrial Site No. 2;



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMM/SP/CP/31256/LUC/178

THENCE South 55° 22' 21" East along the southwest line of the said Lot No. 18 for a distance of 217.77 feet to a 1/2" rod with cap stamped "SPI INC" found for the south corner of the said Lot No. 18;

THENCE North 15° 47' 48" East along the southeast line of the said Lot No. 18 for a distance of 107.43 feet to a point for corner on the southerly bank of the Neches River;

THENCE in a southeasterly direction and with the southerly bank of said Neches River with its meanders as follows:

South 02° 23' 55" East, 51.02 feet;  
 South 58° 37' 58" East, 193.33 feet;  
 South 82° 26' 29" East, 205.63 feet;  
 North 50° 02' 56" East, 35.43 feet;  
 North 88° 01' 01" East, 109.70 feet;  
 South 67° 43' 14" East, 219.02 feet;  
 South 57° 28' 11" East, 324.40 feet;  
 South 79° 44' 28" East, 69.81 feet;  
 South 58° 21' 53" East, 90.68 feet;  
 South 43° 53' 59" East, 102.73 feet;  
 North 78° 28' 31" East, 206.26 feet;  
 South 47° 09' 37" East, 79.82 feet;  
 South 17° 31' 34" East, 25.60 feet;  
 North 88° 17' 08" East, 52.61 feet;  
 North 09° 19' 05" East, 49.21 feet;  
 North 86° 38' 35" East, 81.53 feet;

South 73° 11' 23" East, 524.53 feet to a point for corner, being in the easterly line of the said Dupont 235.116 acre tract and J.S. Johnston Survey, same being the westerly line of the William Carroll League, Abstract No. 13 and the remainder of that certain City of Nederland called 934.0 acre tract recorded in County Clerk's File No. 101-27-1067 of the Official Public Records of Jefferson County, Texas;

THENCE South 00° 44' 52" West along and with the easterly line of the said Dupont 235.116 acre tract and J.S. Johnston Survey same being the westerly line of the William Carroll League, passing at a distance 204.45 feet a 1" iron rod found for reference, passing at 382.73 feet a 5/8" iron rod with cap stamped "WORTECH SURVYORS" found for the northwest corner of that certain 65.00 acre tract conveyed to B.I. Dupont de Nemours and Company recorded in County Clerk's File No. 94-9433962 of the Official Public Records of Jefferson County, Texas and continuing on the same course for a total distance of 3416.61 feet to a point for corner in an old canal (unable to set) with said point being the northeast corner of Lot No. 11 of the said Dupont-Beaumont Works Industrial Park Subdivision;

THENCE along and with the northerly line of the said Lot No. 11 as follows:

South 45° 52' 44" West, 474.40 feet;

South 33° 53' 44" West, 824.22 feet;

South 10° 16' 44" West, 426.94 feet to a 1/2" rod with cap stamped "SPI INC" found in the northeasterly line of the said Lot No. 6 of Dupont-Beaumont Works Industrial Park Subdivision;

THENCE North 44° 07' 17" West along and with the northeasterly line of the said Lot No. 6 for a distance of 3703.96 feet to a 1/2" rod with cap stamped "SPI INC" found for an angle point;

6



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

THENCE North 48° 11' 36" West continuing along the northeasterly line of said Lot No. 6 for a distance of 351.99 feet back to the Point of Beginning and containing 368.185 acres of land.

**SAVE AND EXCEPT** from the above described 368.185 acre tract, fifteen tracts known as Lot No's. 8, 9, 10, 12, 13, 14, 15, 17, 20, 21, 22, 23, 25, 26, and 27 of the said Dupont-Beaumont Works Industrial Park Subdivision, described herein and which are situated within the perimeter of the above described 368.185 acre tract. The total acreage of the said fifteen tracts being 93.051 acres with a resultant acreage for the above described Lot No. 29 containing 275.134 acres. The fifteen **SAVE AND EXCEPT** tracts being described as follows:

**SAVE AND EXCEPT LOT NO. 8-- 13.679 ACRE TRACT**

BEING a 13.679 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and a part of the Pelham Humphries League, Abstract No. 32 and being Lot 8 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 8 being a part of those tracts formerly known as Lot 3 of Dupont-Beaumont Industrial Site No. 1, Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 4, Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 8 also being a part of three adjoining tracts; conveyed to E.I. DuPont de Nemours and Company, containing 124.708 acres, 52.667 acres and 49.839 acres and recorded in Volume 845, Page 63, Volume 845, Page 73 and Volume 845, Page 63, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 8 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 04° 21' 26" East for a distance of 657.05 feet to the south corner and Point of Beginning of the herein described Lot No. 8;

THENCE the following courses and distances:

North 44° 07' 41" West, 458.00 feet;

North 45° 52' 19" East, 1301.00 feet;

South 44° 07' 41" East, 458.00 feet;

South 45° 52' 19" West, 1301.00 feet back to the Point of Beginning and containing

13.679 acres of land.

**SAVE AND EXCEPT LOT NO. 9-- 5.251 ACRE TRACT**

Being a 5.251 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 9 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 9 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are filed in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 9 also being a part of that 52.667 acre tract conveyed to E. I. DUPONT DE NEMOURS AND COMPANY which is recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 9 being more particularly described as follows:



COMMENCING at the above identified Point "A";

THENCE South 76° 12' 31" East for a distance of 928.23 feet to the south corner and Point of Beginning of the herein described Lot No. 9;

THENCE the following courses and distances;

North 44° 07' 41" West, 542.00 feet;

North 45° 52' 19" East, 422.00 feet;

South 44° 07' 41" East, 542.00 feet;

South 45° 52' 19" West, 422.00 feet back to the Point of Beginning and containing 5.251 acres of land.

**SAVE AND EXCEPT LOT NO. 10--10.337 ACRE TRACT**

Being a 10.337 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 10 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 10 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 10 also being a part of two adjoining tracts, conveyed to H. I. DUPONT DE NEMOURS AND COMPANY, containing 52.667 acres and 235.116 acres and recorded in Volume 845, Page 73 and Volume 845, Page 48, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 10 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 09' 43" East for a distance of 1341.37 feet to the south corner and Point of Beginning of the herein described Lot No. 10;

THENCE the following courses and distances;

North 44° 07' 41" West, 533.50 feet;

North 45° 52' 19" East, 844.00 feet;

South 44° 07' 41" East, 533.50 feet;

South 45° 52' 19" West, 844.00 feet back to the Point of Beginning and containing 10.337 acres of land.

**SAVE AND EXCEPT LOT NO. 12--7.247 ACRE TRACT**

Being a 7.247 acre tract situated in Jefferson County, Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 12 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 12 being a part those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 12 also being a part of that certain 235.116 acre tract conveyed to H.I. DuPont de Nemours and Company and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 12 being more particularly described as follows:



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMMENCING at the above identified Point "A";

THENCE South 62° 38' 46" East for a distance of 3049.38 feet to the south corner and Point of Beginning of the herein described Lot No. 12;

THENCE the following courses and distances;

North 44° 07' 41" West, 861.00 feet;

North 45° 52' 19" East, 517.50 feet;

South 25° 23' 27" East, 479.41 feet;

South 22° 50' 42" East, 436.79 feet;

South 45° 52' 19" West, 204.95 feet back to the Point of Beginning and containing 7.247 acres of land.

**SAVE AND EXCEPT LOT NO. 13 - 9.806 ACRE TRACT**

Being a 9.806 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 13 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 13 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively of the Map Records of Jefferson County, Texas with the said Lot No. 13 also being a part of two adjoining tracts, conveyed to E.I. DuPont de Nemours and Company, containing 235.116 acres and 52.667 acres recorded in Volume 845, Page 48 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 13 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 70° 43' 22" East for a distance of 2163.39 feet to the south corner and Point of Beginning of the herein described Lot No. 13;

THENCE the following courses and distances;

North 44° 07' 41" West, 1128.50 feet;

North 45° 52' 19" East, 378.50 feet;

South 44° 07' 41" East, 1128.50 feet;

South 45° 52' 19" West, 378.50 feet back to the Point of Beginning and containing 9.806 acres of land.

**SAVE AND EXCEPT LOT NO. 14 - 16.047 ACRE TRACT**

Being a 16.047 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 14 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 14 being the same tract formerly known as Lot 1 of Dupont-Beaumont Industrial Site No. 2 and Lot 1 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394 of the Map Records of Jefferson County, Texas, respectively with the said Lot No. 14 also being a part of three adjoining tracts, conveyed to E.I. DuPont De Nemours and Company, containing 235.116 acres, 49.839 acres and 52.667 acres and recorded in Volume 845,



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMMAPSP31256LUCTB

Page 48, Volume 845, Page 63 and Volume 845, Page 73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 14 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE South 78° 03' 30" East for a distance of 2447.21 feet to the south corner and Point of Beginning of the herein described Lot No. 14;

THENCE the following courses and distances;

North 44° 07' 41" West, 1785.00 feet;  
 North 45° 52' 19" East, 170.00 feet;  
 North 44° 07' 41" West, 151.50 feet;  
 North 45° 52' 19" East, 120.00 feet;  
 North 44° 07' 41" West, 55.50 feet;  
 North 45° 52' 19" East, 106.50 feet;  
 South 44° 07' 41" East, 290.70 feet;  
 South 57° 34' 59" East, 131.08 feet;  
 South 44° 07' 41" East, 377.81 feet;  
 North 45° 52' 19" East, 22.00 feet;  
 South 44° 07' 41" East, 529.50 feet;  
 South 45° 52' 19" West, 113.02 feet;  
 South 38° 40' 29" East, 220.23 feet;  
 South 28° 47' 04" East, 97.79 feet;  
 South 24° 38' 36" East, 82.40 feet;  
 South 21° 42' 03" East, 129.54 feet;  
 South 14° 47' 53" East, 95.82 feet;  
 South 45° 52' 19" West, 45.34 feet;  
 South 44° 07' 41" East, 72.00 feet;  
 South 45° 52' 19" West, 120.00 feet back to the Point of Beginning and containing

16.047 acres of land.

**SAVE AND EXCEPT LOT NO. 15 -- 3.312 ACRE TRACT**

Being a 3.312 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 15 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 15 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 15 also being a part of that certain 49.839 acre tract conveyed to H.I. DuPont de Nemours and Company and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 15 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE North 52° 20' 43" East for a distance of 1920.23 feet to the south corner and Point of Beginning of the herein described Lot No. 15;



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

THENCE the following courses and distances:

North 44° 07' 41" West, 417.00 feet;  
 North 45° 52' 19" East, 346.00 feet;  
 South 44° 07' 41" East, 417.00 feet;

South 45° 52' 19" West, 346.00 feet back to the Point of Beginning and containing 3.312 acres of land.

**SAVE AND EXCEPT LOT NO. 17--2.135 ACRE TRACT**

Being a 2.135 acre tract situated in Jefferson County, Texas, a part of the J.S. Johnston Survey, Abstract No. 34 and being Lot No. 17 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 17 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 17 also being a part of that certain 235.116 acre tract conveyed to B. I. DUPONT DENEMOURS AND COMPANY and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 17 being described more particularly as follows:

COMMENCING at the above identified Point "A":

THENCE North 50° 39' 19" East for a distance of 3116.77 feet to the south corner and Point of Beginning of the herein described Lot No. 17;

THENCE the following course and distances:

North 72° 09' 54" West, 230.50 feet;  
 North 19° 43' 50" East, 265.91 feet;  
 South 72° 09' 54" East, 323.13 feet;  
 South 35° 56' 53" East, 32.87 feet to a point of curvature of a curve to the right having a central angle of 95° 33' 17" and a radius of 95.00 feet;

THENCE along said curve to the right for a total arc distance of 158.44 feet subtended by a chord distance of 140.70 feet which bears South 11° 49' 46" West;

South 59° 36' 25" West, 63.63 feet;  
 South 77° 22' 54" West, 116.33 feet back to the Point of Beginning and containing 2.135 acres of land.

**SAVE AND EXCEPT LOT NO. 20--3.893 ACRE TRACT**

Being a 3.893 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 20 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 20 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 20 also being a part of two adjoining tracts, conveyed to B. I. DUPONT DE NEMOURS AND COMPANY containing 49.839 acres and 82.072 acres recorded in Volume 845, Page 63 and Volume 845, Page



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

COMBASFACSP31256LUCTTB

73, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 20 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 40° 04' 13" East for a distance of 2541.58 feet to the south corner and Point of Beginning of the herein described Lot No. 20;

THENCE the following courses and distances;

North 53° 24' 25" West, 462.65 feet;

North 29° 18' 21" East, 80.93 feet;

South 55° 37' 05" East, 45.80 feet;

North 35° 42' 52" East, 272.15 feet;

South 62° 20' 08" East, 637.00 feet;

South 20° 26' 52" West, 67.50 feet;

North 69° 22' 08" West, 335.50 feet;

South 16° 54' 52" West, 314.27 feet back to the Point of Beginning and containing 3.893 acres of land.

SAVE AND EXCEPT LOT NO. 21 - 0.782 ACRB TRACT

Being a 0.782 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 21 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 21 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 21 also being a part of that certain 49.839 acre tract conveyed to B. L. DUPONT DE NEBOURS AND COMPANY and recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 21 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE North 30° 53' 26" East for a distance of 2184.98 feet to the south corner and Point of Beginning of the herein described Lot No. 21;

THENCE the following courses and distances;

North 41° 45' 13" West, 272.59 feet;

North 41° 42' 27" East, 90.07 feet;

South 56° 42' 36" East, 274.41 feet;

South 41° 55' 59" West, 161.28 feet back to the Point of Beginning and containing 0.782 acres of land.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

**SAVE AND EXCEPT LOT NO. 22 -- 0.143 ACRE TRACT**

Being a 0.143 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 22 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 22 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 22 also being a part of that certain 49.839 acre tract conveyed to B. I. DUPONT DE NEMOURS AND COMPANY and recorded in Volume 845, Page 63 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 22 being described more particularly as follows:

**COMMENCING** at the above identified Point "A";

**THENCE** North 30° 03' 09" East for a distance of 2129.50 feet to the south corner and Point of Beginning of the herein described Lot No. 22;

**THENCE** the following courses and distances:

North 46° 18' 18" West, 113.44 feet;  
 North 47° 26' 35" East, 58.36 feet;  
 South 43° 50' 00" East, 110.37 feet;  
 South 44° 22' 37" West, 53.48 feet back to the Point of Beginning and containing 0.143 acres of land.

**SAVE AND EXCEPT LOT NO. 23 -- 18.933 ACRE TRACT**

Being a 18.933 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 23 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 23 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 23 also being a part of two adjoining tracts, conveyed to B. I. DUPONT DE NEMOURS AND COMPANY, containing 7.69 acres and 235.116 acres and recorded in Volume 1507, Page 91 and Volume 845, Page 48, respectively, of the Deed Records of Jefferson County, Texas with the herein described Lot No. 23 being more particularly described as follows:

**COMMENCING** at the above identified Point "A";

**THENCE** South 81° 28' 22" East for a distance of 3589.28 feet to the south corner and Point of Beginning of the herein described Lot No. 23;

**THENCE** the following courses and distances:

North 68° 11' 08" West, 637.40 feet;  
 North 00° 44' 52" East, 1272.00 feet;  
 South 89° 15' 08" East, 594.80 feet;  
 South 00° 44' 52" West, 1501.12 feet back to the Point of Beginning and containing 18.933 acres of land.



TRUE AND CORRECT  
 COPY OF ORIGINAL  
 FILED IN JEFFERSON  
 COUNTY CLERK'S OFFICE

COMMSPCSP31256LUCITH

**SAVE AND EXCEPT LOT NO. 25 - 0.625 ACRE TRACT**

Being a 0.625 acre tract situated in Jefferson County, Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 25 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with said Lot No. 25 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are filed in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 25 also being a part of that 52.667 acre tract conveyed to E. I. DUPONT DENEMOURS AND COMPANY which is recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 25 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 67° 17' 34" East for a distance of 676.02 feet to the south corner and Point of Beginning of the herein described Lot No. 25;

THENCE the following courses and distances:

North 44° 07' 41" West, 210.00 feet;

North 45° 52' 19" East, 91.00 feet;

South 44° 07' 41" East, 15.00 feet;

North 45° 52' 19" East, 57.00 feet;

South 44° 07' 41" East, 142.00 feet;

South 45° 52' 19" West, 57.00 feet;

South 44° 07' 41" East, 53.00 feet;

South 45° 52' 19" West, 91.00 feet back to the Point of Beginning and containing 0.625 acres of land.

**SAVE AND EXCEPT LOT NO. 26 - 0.643 ACRE TRACT**

Being a 0.643 acre tract situated in Jefferson County Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 26 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 26 being a part of those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 26 also being a part of that certain 235.116 acre tract conveyed to E. I. DUPONT DENEMOURS AND COMPANY and recorded in Volume 845, Page 73 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 26 being described more particularly as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 08' 38" East for a distance of 3249.99 feet to the south corner and Point of Beginning of the herein described Lot No. 26;

THENCE the following courses and distances:

North 44° 07' 41" West, 127.00 feet;

North 45° 52' 19" East, 251.00 feet;



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN JEFFERSON  
COUNTY CLERK'S OFFICE

COMMSPGSP31256LUCITB

South 44° 07' 41" East, 89.00 feet;  
 South 45° 52' 19" West, 102.00 feet;  
 South 44° 07' 41" East, 38.00 feet;  
 South 45° 52' 19" West, 149.00 feet back to the Point of Beginning and containing 0.643  
 acres of land.

**SAVE AND EXCEPT LOT NO. 27 - 0.218 ACRE TRACT**

Being a 0.218 acre tract situated in Jefferson County, Texas, a part of the J. S. Johnston Survey, Abstract No. 34 and being Lot No. 27 of the Dupont-Beaumont Works Industrial Park Subdivision, plat of which is filed as an affidavit in County Clerk's File No. 2006048240 of the Official Public Records of Jefferson County, Texas with the said Lot No. 27 being a part those tracts formerly known as Lot 2 of Dupont-Beaumont Industrial Site No. 2 and Lot 2 of Replat of Dupont-Beaumont Industrial Site No. 2, plats of which are recorded in Volume 15, Page 111 and Volume 17, Page 394, respectively, of the Map Records of Jefferson County, Texas with the said Lot No. 27 also being a part of that certain 235.116 acre tract conveyed to E.I. DuPont de Nemours and Company and recorded in Volume 845, Page 48 of the Deed Records of Jefferson County, Texas with the herein described Lot No. 27 being more particularly described as follows:

COMMENCING at the above identified Point "A";

THENCE South 47° 10' 53" East for a distance of 3454.40 feet to the south corner and Point of Beginning of the herein described Lot No. 27;

THENCE the following course and distances:

North 44° 07' 41" West, 109.00 feet;  
 North 45° 52' 19" East, 109.00 feet;  
 South 44° 07' 41" East, 68.00 feet;  
 South 45° 52' 19" West, 58.00 feet;  
 South 44° 07' 41" East, 41.00 feet;  
 South 45° 52' 19" West, 51.00 feet back to the Point of Beginning and containing 0.218  
 acres of land.

**EASEMENT:**

Easement estate as set forth in Declaration of Easements and Covenants executed by E.I. du Pont de Nemours and Company as recorded under County Clerk's Film Code No. 104-01-0533 Real Property Records of Jefferson County, Texas.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ABOVE ACRAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

15



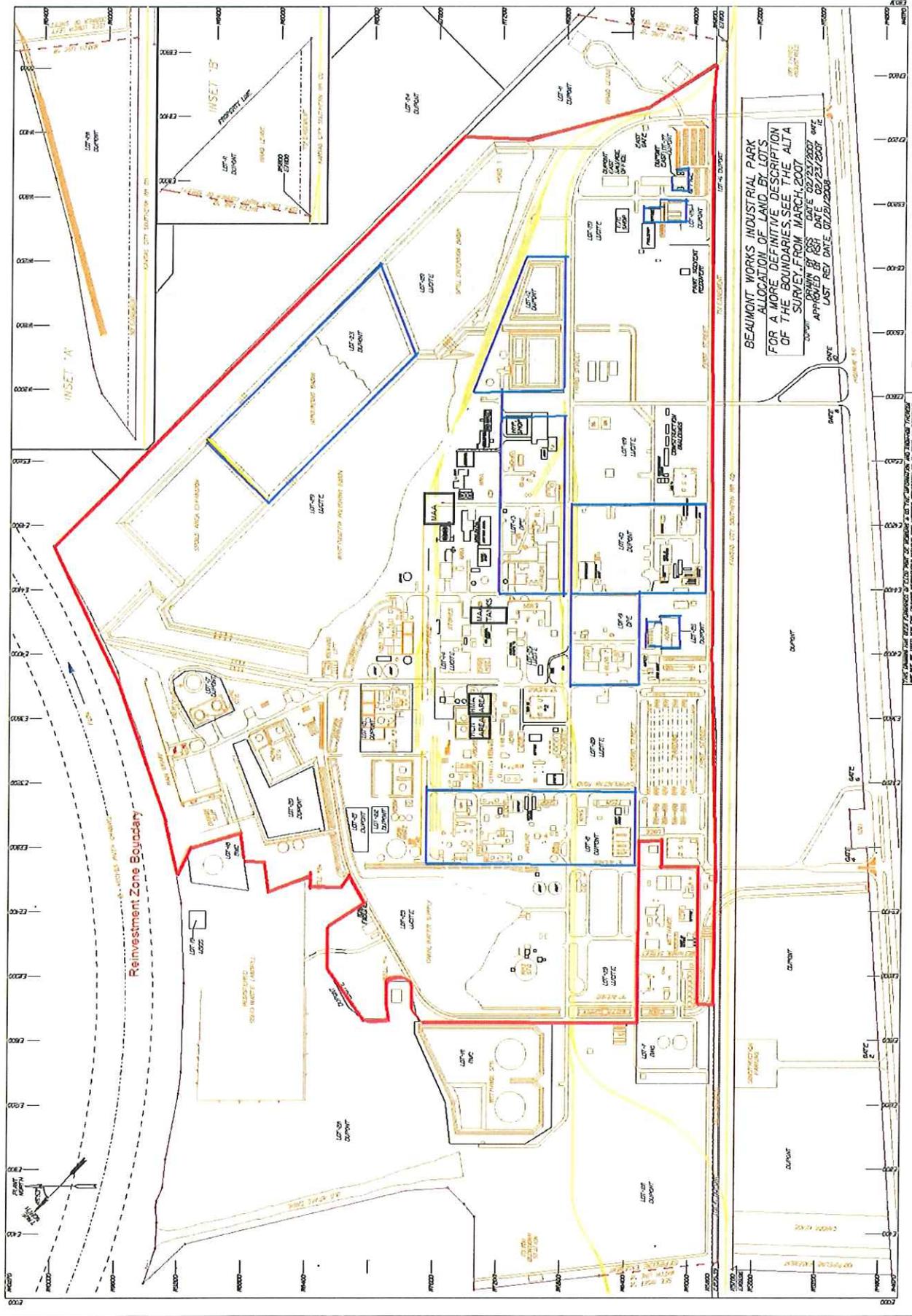
I CERTIFY THIS IS A TRUE COPY  
 Witness my Hand and Seal of Office

FEB 21 2012

CAROLYN L. GUIDRY, COUNTY CLERK  
 JEFFERSON COUNTY, TEXAS

BY Susie Belt DEPUTY  
 Susie Belt

Attachment 21  
Map of Reinvestment Zone



Areas outlined in blue are excluded from RZ district

BEAJMONT WORKS INDUSTRIAL PARK  
ALLOCATION OF LAND BY LOTS  
FOR A MORE DEFINITIVE DESCRIPTION  
OF THE BOUNDARIES, SEE THE ALTA  
SURVEY FROM MARCH, 2007  
DRAWN BY: [Name] DATE: 02/23/2007  
APP'D BY: [Name] DATE: 02/23/2007  
LAST REV. DATE: 02/23/2007

# JEFFERSON COUNTY UNIFORM TAX ABATEMENT POLICY-2009

## ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Appraisal District (JCAD), an agency autonomous from Jefferson County. The Procedures used by JCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

## STATEMENT OF PURPOSE

### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention.

## DEFINITIONS

### SECTION II

(a) "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) "**Agreement**" means a contractual agreement between a property owner and/or lessee and the County.

(c) "**Base Year**" means the calendar year in which the abatement contract is executed (signed).

(d) "**Base Year Value**" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising legal control over the owner or subject to control by the owner.

(e) "**Deferred Maintenance**" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(f) "**Distribution Center**" means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(g) "**Eligible Facilities**" or "Eligible Projects" means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(h) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(i) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(j) "**Facility**" means property improvements completed or in the process of construction which together comprise and integral whole.

(k) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(l) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

(m) "**Tangible Personal Property**" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

**WHEN ABATEMENT AUTHORIZED  
SECTION III**

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate by an independent economic impact analysis that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

## **Factors Considered By County In Considering Abatement Requests**

### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;
- (7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;
- (8) The amount of local taxes to be generated directly;
- (9) The amount the property tax base valuation will be increased during term of abatement and after abatement;
- (10) The amount of economic impact the Eligible Facility will provide to the local community;
- (11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;
- (12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;
- (13) The population growth of the County projected to occur directly as a result of new improvements;
- (14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;
- (15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;
- (16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions;

Each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

**(b) Local Employment.** For purposes of evaluating Section III(h)(7): Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials.

**(d) Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities.

A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its principal office in Jefferson, Hardin or Orange counties will be recognized as a HUB/DBE for purposes of this policy.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in Section II(e) shall be fully taxable; and
- (2) The base year value of existing eligible property as determined each year shall be fully taxable.

## **APPLICATION PROCESS**

### **SECTION V**

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section III(h) hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require an application fee in the amount of \$1,000.00 to be submitted with the application. If the application is granted and an abatement contract is entered into by and between the applicant and the County, such application fee will be refunded to applicant.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the

presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than seventh (7<sup>th</sup>) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (7<sup>th</sup>) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## **AGREEMENT SECTION VI**

(a) Not later than the seventh (7<sup>th</sup>) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year as provided in Section III(g);
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list as provided in application, Section IV(b);
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;

(9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.

(10) Contain each and every term agreed to by the owner of the property;

(11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and

(12) All terms required by Texas Tax Code §312.205, as amended;

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## **RECAPTURE SECTION VII**

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

## **ADMINISTRATION SECTION VIII**

(a) The Chief Appraiser of the Jefferson County Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or

operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the Owner shall annually evaluate each facility receiving abatement to insure compliance with the agreement, and a formal report shall be made to the County.

(d) During the course of construction of the Project, Owner and its general contractor shall, on at least a quarterly basis, meet with designated County representatives to assure compliance with the terms of the abatement agreement. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson County Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Board all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## **AGREEMENT**

### **SECTION IX**

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of 1% may be required, with the maximum fee being \$10,000.00

## **SUNSET PROVISION**

### **SECTION X**

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

**DISCRETION OF THE COUNTY  
SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

**QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP  
AN APPLICATION AND ECONOMIC IMPACT STATEMENT  
FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

**General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

**Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

**Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

**Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

**Questions to be Answered**

- (1) Is your project within a city limit? . Name of City
- (2) Is your project within an ETJ? . Name of City
- (3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ \_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements: \_\_\_\_\_

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Personal Property:

**Value of Pollution Control Devices:**

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_

(10) Amount of Annual local payroll to be created: \_\_\_\_\_.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_

(12) Amount property tax base valuation will be increased:

During term of abatement: \_\_\_\_\_

After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

---

---

—

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

---

(18) The impact on the business opportunities of existing businesses:

---

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities?)

(19) The attraction of other new businesses to the area:

---

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

---

---

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

**EXHIBIT "A"**

JEFFERSON COUNTY APPRAISAL DISTRICT  
PROCEDURE FOR CALCULATING ABATEMENTS

Purpose

The purpose of this procedure is to clarify the method used in calculating the tax abatement under the attached Contract. This requires calculation of the current market Value, Base Year Value, and taxable Value as these terms are defined below. By deducting the abatable value from the current market Value the Taxable Value may be determined. However, in accordance with the Jefferson County Uniform Tax Abatement Policy, the Real Property Owner's Current Taxable Value shall not be less than the Base Year Value in order for a project to receive the full amount of abatement.

#### Calculation of "Current Market Value"

"Current Market Value" is determined by calculating for that Tax Year the market value of all industrial realty improvements of a property owner that comprise the "Base year Value" or each taxing entity.

#### Calculation Base Year Value"

"Base Year Value" for each taxing entity executing an abatement contract is the market value of all industrial realty improvements of a property owner located within that entity for the tax period defined as the "Base Year" less the abated value of all projects granted by that entity for the "Base year." "Base year" is defined as the calendar year in which the abatement contract is executed (signed).

#### Calculation of "Taxable Value"

"Taxable Value" for each taxing entity is determined by deducting from the appraised market value of all industrial realty improvements of a property owner the amount of any applicable abatements granted for that Tax Year.

#### Calculation of Value Potentially Eligible for Abatement

The following procedures are followed for each project for which a tax abatement contract has been executed and for each taxing entity granting the abatement.

1. The project base value, if applicable, is subtracted from the current year project value, and the percentage of abatement to be granted is then applied to the net amount determine the project value subject to abatement.
2. The Base Year Value is subtracted from the current Market Value. If the difference is greater than zero (0), then the remaining value is the value potentially eligible for abatement to the extent that it does not exceed the project value subject to abatement.

If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

#### Calculation of Abated Value

Each project that remains potentially eligible for abatement is then tested for each taxing entity granting the abatement on an individual basis in chronological order based on the date the contract was executed.

1. For the project being tested, the Base year Value plus the value potentially eligible for abatement for all other projects is subtracted from the Current Market Value. If the difference is greater than zero (0), then the remaining value is the value of the project to be abated to the extent that it does not exceed the project value subject to abatement for that year. If the difference is zero (0) or less, then the project is not eligible for an abatement for that Tax Year.

If a subsequent project being tested is determined to be ineligible for the full value potentially eligible for abatement calculated previously after performing the calculation stated above, then the test process must be redone for all prior projects using the actual value subject to abatement for the subsequent project to determine if there is any effect on the abatement for each project and each taxing entity for that Tax Year.

# Attachment B

## Certificate of Account Status



## TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

October 26, 2012

### CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO  
HEREBY CERTIFY that according to the records of this office

**LUCITE INTERNATIONAL, INC.**

is, as of this date, in good standing with this office having no franchise tax  
reports or payments due at this time. This certificate is valid through the  
date that the next franchise tax report will be due November 15, 2012.

This certificate does not make a representation as to the status of the  
entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted  
entity is subject to franchise tax as required by law. This certificate is not  
valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND  
SEAL OF OFFICE in the City of  
Austin, this 26th day of  
October 2012 A.D.

A handwritten signature in cursive script that reads "Susan Combs".

Susan Combs  
Texas Comptroller

Taxpayer number: 14306255432  
File number: 0008733006

Form 05-304 (Rev. 12-07/17)

# Attachment C

## State Comptroller's Recommendation

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



April 20, 2012

Dr. Carrol Thomas  
Superintendent  
Beaumont Independent School District  
3395 Harrison Ave.  
Beaumont, Texas 77706-5009

Dear Superintendent Thomas:

On Mar. 9, 2012, the Comptroller received the completed application for a limitation on appraised value under the provisions of Tax Code Chapter 313<sup>1</sup>. This application was originally submitted in December, 2011 to the Beaumont Independent School District (Beaumont ISD) by Lucite International, Inc. (Lucite). This letter presents the results of the comptroller's review of the application:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to make a recommendation to the governing body of the school district as to whether the application should be approved or disapproved using the criteria set out by Section 313.026.

Beaumont ISD is currently classified as a rural school district in Category 1 according to the provisions of Chapter 313. Therefore, the applicant properly applied under the provisions of Subchapter C, applicable to rural school districts. The amount of proposed qualified investment (\$64,950,000) is consistent with the proposed appraised value limitation sought (\$30 million). The property value limitation amount noted in this recommendation is based on property values available at the time of application and may change prior to the execution of any final agreement. Lucite is proposing the construction of a manufacturing facility in Jefferson County. Lucite is an active franchise taxpayer in good standing, as required by Tax Code Section 313.024(a).

As required by Section 313.024(h), the Comptroller has determined that the property, as described by the application, meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

After reviewing the application using the criteria listed in Section 313.026, and the information provided by Lucite, the Comptroller's recommendation is that Lucite's application under Tax Code Chapter 313 be approved.

Our review of the application assumes the truth and accuracy of the statements in the application and that, if the application is approved, the applicant would perform according to the provisions of the agreement reached with the school district. Our recommendation does not address whether the applicant has complied with all Chapter 313 requirements. The school district is responsible for verifying that all requirements of the statute have been fulfilled. Additionally, Section 313.025 requires the school district

<sup>1</sup> All statutory references are to the Texas TaxCode, unless otherwise noted.

to determine if the evidence supports making specific findings that the information in the application is true and correct, the applicant is eligible for a limitation and that granting the application is in the best interest of the school district and state. As stated above, we prepared the recommendation by generally reviewing the application and supporting documentation in light of the Section 313.026 criteria.

The Comptroller's recommendation is based on the application that has been submitted and reviewed by the Comptroller. The recommendation may not be used by the ISD to support its approval of the property value limitation agreement if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this recommendation is contingent on future compliance with the Chapter 313 and the Texas Administrative Code, with particular reference to the following requirements related to the execution of the agreement:

1. The applicant must provide the Comptroller a copy of the proposed limitation on appraised value agreement no later than 10 days prior to the meeting scheduled by the district to consider approving the agreement, so that the Comptroller may review it for compliance with the statutes and the Comptroller's rules as well as consistency with the application;
2. The Comptroller providing written confirmation that it received and reviewed the draft agreement and affirming the recommendation made in this letter;
3. The district must approve and execute a limitation agreement that has been reviewed by this office within a year from the date of this letter; and
4. Section 313.025 requires the district to provide to the Comptroller a copy of the signed limitation agreement within 7 days after execution.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at [robert.wood@cpa.state.tx.us](mailto:robert.wood@cpa.state.tx.us) or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



Martin A. Hubert  
Deputy Comptroller

Enclosure

cc: Robert Wood

# Attachment D

## Economic Analysis

**Economic Impact for Chapter 313 Project**

Applicant	Lucite International, Inc.
Tax Code, 313.024 Eligibility Category	Manufacturing
School District	Beaumont ISD
2009-10 Enrollment in School District	19,817
County	Jefferson
Total Investment in District	\$69,650,000
Qualified Investment	\$64,950,000
Limitation Amount	\$30,000,000
Number of total jobs committed to by applicant	10
Number of qualifying jobs committed to by applicant	8
Average Weekly Wage of Qualifying Jobs committed to by applicant	\$1,231
Minimum Weekly Wage Required Tax Code, 313.051(b)	\$1,213
Minimum Annual Wage committed to by applicant for qualified jobs	\$64,000
Investment per Qualifying Job	\$8,706,250
Estimated 15 year M&O levy without any limit or credit:	\$8,087,342
Estimated gross 15 year M&O tax benefit	\$2,513,850
Estimated 15 year M&O tax benefit ( <i>after</i> deductions for estimated school district revenue protection--but not including any deduction for supplemental payments or extraordinary educational expenses):	\$2,488,048
Tax Credits (estimated - part of total tax benefit in the two lines above - appropriated through Foundation School Program)	\$452,357
Net M&O Tax (15 years) After Limitation, Credits and Revenue Protection:	\$5,599,294
Tax benefit as a percentage of what applicant would have paid without value limitation agreement (percentage exempted)	30.8%
Percentage of tax benefit due to the limitation	82.0%
Percentage of tax benefit due to the credit.	18.0%

This presents the Comptroller's economic impact evaluation of Lucite (the project) applying to Beaumont Independent School District (the district), as required by Tax Code, 313.026. This evaluation is based on information provided by the applicant and examines the following criteria:

- (1) the recommendations of the comptroller;
- (2) the name of the school district;
- (3) the name of the applicant;
- (4) the general nature of the applicant's investment;
- (5) the relationship between the applicant's industry and the types of qualifying jobs to be created by the applicant to the long-term economic growth plans of this state as described in the strategic plan for economic development submitted by the Texas Strategic Economic Development Planning Commission under Section 481.033, Government Code, as that section existed before February 1, 1999;
- (6) the relative level of the applicant's investment per qualifying job to be created by the applicant;
- (7) the number of qualifying jobs to be created by the applicant;
- (8) the wages, salaries, and benefits to be offered by the applicant to qualifying job holders;
- (9) the ability of the applicant to locate or relocate in another state or another region of this state;
- (10) the impact the project will have on this state and individual local units of government, including:
  - (A) tax and other revenue gains, direct or indirect, that would be realized during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller; and
  - (B) economic effects of the project, including the impact on jobs and income, during the qualifying time period, the limitation period, and a period of time after the limitation period considered appropriate by the comptroller;
- (11) the economic condition of the region of the state at the time the person's application is being considered;
- (12) the number of new facilities built or expanded in the region during the two years preceding the date of the application that were eligible to apply for a limitation on appraised value under this subchapter;
- (13) the effect of the applicant's proposal, if approved, on the number or size of the school district's instructional facilities, as defined by Section 46.001, Education Code;
- (14) the projected market value of the qualified property of the applicant as determined by the comptroller;
- (15) the proposed limitation on appraised value for the qualified property of the applicant;
- (16) the projected dollar amount of the taxes that would be imposed on the qualified property, for each year of the agreement, if the property does not receive a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment and projected tax rates clearly stated;
- (17) the projected dollar amount of the taxes that would be imposed on the qualified property, for each tax year of the agreement, if the property receives a limitation on appraised value with assumptions of the projected appreciation or depreciation of the investment clearly stated;
- (18) the projected effect on the Foundation School Program of payments to the district for each year of the agreement;
- (19) the projected future tax credits if the applicant also applies for school tax credits under Section 313.103; and
- (20) the total amount of taxes projected to be lost or gained by the district over the life of the agreement computed by subtracting the projected taxes stated in Subdivision (17) from the projected taxes stated in Subdivision (16).

**Wages, salaries and benefits [313.026(6-8)]**

After construction, the project will create ten new jobs when fully operational. 8 jobs will meet the criteria for qualifying jobs as specified in Tax Code Section 313.021(3). According to the Texas Workforce Commission (TWC), the regional manufacturing wage for the South East Texas State Planning Region, where Jefferson County is located was \$57,333 in 2010. The annual average manufacturing wage for 2010-2011 for Jefferson County was \$85,007. That same year, the county annual average wage for all industries was \$47,476. In addition to a salary of \$64,000, each qualifying position will receive benefits such as medical, dental, vision, basic life insurance, and short & long term disability insurance. The company also offers a 401(k) plan that will 100% match up to 6% of the employee's wages. The company also pays for an EAP (employee assistance program) and a tuition reimbursement program. The project's total investment is \$70 million, resulting in a relative level of investment per qualifying job of \$8.7 million.

**Ability of applicant to locate to another state and [313.026(9)]**

According to Lucite's application, "The company currently operates in several states, and allocates capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However the company could redirect its expenditures. The company is owned by Mitsubishi Chemical one of the largest chemical companies in the world. There is the potential for investment by Mitsubishi Chemical and any of its subsidiaries to make significant future investment at the Lucite Facility in Jefferson County. The potential existence of a limitation on taxable value is a significant factor in choosing locations for investment."

**Number of new facilities in region [313.026(12)]**

During the past two years, zero projects in the South East Texas State Planning Region applied for value limitation agreements under Tax Code, Chapter 313.

**Relationship of applicant's industry and jobs and Texas's economic growth plans [313.026(5)]**

The Texas Economic Development Plan focuses on attracting and developing industries using technology. It also identifies opportunities for existing Texas industries. The plan centers on promoting economic prosperity throughout Texas and the skilled workers that the Lucite project requires appear to be in line with the focus and themes of the plan. Texas identified manufacturing as one of six target clusters in the Texas Cluster Initiative. The plan stresses the importance of technology in all sectors of the manufacturing industry.

**Economic Impact [313.026(10)(A), (10)(B), (11), (13-20)]**

Table 1 depicts Lucite's estimated economic impact to Texas. It depicts the direct, indirect and induced effects to employment and personal income within the state. The Comptroller's office calculated the economic impact based on 16 years of annual investment and employment levels using software from Regional Economic Models, Inc. (REMI). The impact includes the construction period and the operating period of the project.

**Table 1: Estimated Statewide Economic Impact of Investment and Employment in Lucite**

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2012	28	31	59	\$2,324,000	\$1,676,000	\$4,000,000
2013	197	225	422	\$16,351,000	\$12,649,000	\$29,000,000
2014	221	283	504	\$18,333,000	\$18,667,000	\$37,000,000
2015	60	106	166	\$4,994,600	\$11,005,400	\$16,000,000
2016	10	44	54	\$869,940	\$7,130,060	\$8,000,000
2017	10	32	42	\$896,040	\$6,103,960	\$7,000,000
2018	10	32	42	\$922,920	\$5,077,080	\$6,000,000
2019	10	33	43	\$950,610	\$5,049,390	\$6,000,000
2020	10	32	42	\$979,130	\$5,020,870	\$6,000,000
2021	10	35	45	\$1,008,500	\$5,991,500	\$7,000,000
2022	10	40	50	\$1,038,750	\$5,961,250	\$7,000,000
2023	10	43	53	\$1,069,920	\$5,930,080	\$7,000,000
2024	10	47	57	\$1,102,010	\$5,897,990	\$7,000,000
2025	10	45	55	\$1,135,070	\$6,864,930	\$8,000,000
2026	10	49	59	\$1,169,130	\$6,830,870	\$8,000,000
2027	10	56	66	\$1,204,200	\$7,795,800	\$9,000,000

Source: CPA, REMI, Lucite

The statewide average ad valorem tax base for school districts in Texas was \$1.6 billion in 2010. Beaumont ISD's ad valorem tax base in 2010 was \$9.0 billion. The statewide average wealth per WADA was estimated at \$345,067 for fiscal 2010-2011. During that same year, Beaumont ISD's estimated wealth per WADA was \$374,968. The impact on the facilities and finances of the district are presented in Attachment 2.

Table 2 examines the estimated direct impact on ad valorem taxes to the school district, Jefferson County, City of Beaumont, Jefferson County Drainage District #7, Port of Beaumont, Sabine-Neches Navigation District, with all property tax incentives sought being granted using estimated market value from Lucite's application. Lucite has applied for both a value limitation under Chapter 313, Tax Code and tax abatements with the county, port, and navigation district. Table 3 illustrates the estimated tax impact of the Lucite project on the region if all taxes are assessed.



Attachment 1 includes schedules A, B, C, and D provided by the applicant in the application. Schedule A shows proposed investment. Schedule B is the projected market value of the qualified property. Schedule C contains employment information, and Schedule D contains tax expenditures and other tax abatement information.

Attachment 2, provided by the district and reviewed by the Texas Education Agency, contains information relating to the financial impact of the proposed project on the finances of the district as well as the tax benefit of the value limitation. "Table 5" in this attachment shows the estimated 15 year M&O tax levy without the value limitation agreement would be \$8,087,342. The estimated gross 15 year M&O tax benefit, or levy loss, is \$2,513,850.

Attachment 3 is an economic overview of Jefferson County.

**Disclaimer:** This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • [www.tea.state.tx.us](http://www.tea.state.tx.us)

Policy and  
Legal Services

April 2, 2012

Mr. Robert Wood  
Director, Economic Development and Analysis  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774

Dear Mr. Wood:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed Lucite International project on the number and size of school facilities in Beaumont Independent School District (BISD). Based on the analysis prepared by Moak, Casey and Associates for the school district and a conversation with the BISD superintendent, Dr. Carrol Thomas, the TEA has found that the Lucite International project would not have a significant impact on the number or size of school facilities in BISD.

Please feel free to contact Al McKenzie, manager of forecasting, facilities, and transportation, by phone at (512) 463-9186 or by email at [al.mckenzie@tea.state.tx.us](mailto:al.mckenzie@tea.state.tx.us) if you need further information regarding this issue.

Sincerely,

A handwritten signature in cursive script that reads "Belinda Dyer".

Belinda Dyer  
Division Manager  
Office of School Finance

BD/bd



TEXAS EDUCATION AGENCY

1701 North Congress Ave. • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • [www.tea.state.tx.us](http://www.tea.state.tx.us)

April 2, 2012

Mr. Robert Wood  
Director, Economic Development and Analysis  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774

Dear Mr. Wood:

The Texas Education Agency has analyzed the revenue gains that would be realized by the proposed Lucite International project for the Beaumont Independent School District (BISD). Projections prepared by our Office of School Finance confirm the analysis that was prepared by Moak, Casey and Associates and provided to us by your division. We believe their assumptions regarding the potential revenue gain are valid, and their estimates of the impact of the Lucite International project on BISD are correct.

Please feel free to contact Al McKenzie, manager of forecasting, facilities, and transportation, by phone at (512) 463-9186 or by email at [al.mckenzie@tea.state.tx.us](mailto:al.mckenzie@tea.state.tx.us) if you need further information regarding this issue.

Sincerely,

A handwritten signature in cursive script that reads 'Belinda Dyer'.

Belinda Dyer  
Division Manager  
Office of School Finance

BD/bd

## Jefferson County

### Population

- Total county population in 2010 for Jefferson County: 243,933 , up 0.2 percent from 2009. State population increased 1.8 percent in the same time period.
- Jefferson County was the state's 20st largest county in population in 2010 and the 181st fastest growing county from 2009 to 2010.
- Jefferson County's population in 2009 was 46.6 percent Anglo (below the state average of 46.7 percent), 34.1 percent African-American (above the state average of 11.3 percent) and 15.2 percent Hispanic (below the state average of 36.9 percent).
- 2009 population of the largest cities and places in Jefferson County:

Beaumont:	110,110	Port Arthur:	56,694
Nederland:	16,053	Groves:	14,299
Port Neches:	12,525	Bevil Oaks:	1,204
China:	1,023	Nome:	477
Taylor Landing:	211		

### Economy and Income

#### *Employment*

- September 2011 total employment in Jefferson County: 105,661 , up 0.6 percent from September 2010. State total employment increased 0.9 percent during the same period.  
(October 2011 employment data will be available November 18, 2011).
- September 2011 Jefferson County unemployment rate: 11.9 percent, up from 10.9 percent in September 2010. The statewide unemployment rate for September 2011 was 8.5 percent, up from 8.2 percent in September 2010.
- September 2011 unemployment rate in the city of:

Beaumont:	11.1 percent, up from 9.6 percent in September 2010.
Port Arthur:	14.9 percent, up from 14.4 percent in September 2010.

(Note: County and state unemployment rates are adjusted for seasonal fluctuations, but the Texas Workforce Commission city unemployment rates are not. Seasonally-adjusted unemployment rates are not comparable with unadjusted rates).

#### *Income*

- Jefferson County's ranking in per capita personal income in 2009: 59th with an average per capita income of \$37,139, up 0.1 percent from 2008. Statewide average per capita personal income was \$38,609 in 2009, down 3.1 percent from 2008.

#### *Industry*

- Agricultural cash values in Jefferson County averaged \$44.36 million annually from 2007 to 2010. County total agricultural values in 2010 were up 16.0 percent from 2009. Major agriculture related commodities in Jefferson County during 2010 included:
  - Aquaculture
  - Nursery
  - Hay
  - Rice
  - Other Beef
- 2011 oil and gas production in Jefferson County: 568,759.0 barrels of oil and 38.6 million Mcf of gas. In September 2011, there were 175 producing oil wells and 145 producing gas wells.

### Taxes

#### *Sales Tax - Taxable Sales*

(County and city taxable sales data for 1st quarter 2011 is currently targeted for release in mid-September 2011),  
Quarterly (September 2010 through December 2010)

- Taxable sales in Jefferson County during the fourth quarter 2010: \$840.90 million, up 7.2 percent from the same quarter in 2009.
- Taxable sales during the fourth quarter 2010 in the city of:

Beaumont:	\$561.42 million, up 6.5 percent from the same quarter in 2009.
Port Arthur:	\$161.68 million, up 6.1 percent from the same quarter in 2009.
Nederland:	\$36.71 million, down 9.8 percent from the same quarter in 2009.
Groves:	\$18.33 million, up 3.2 percent from the same quarter in 2009.
Port Neches:	\$10.90 million, up 7.2 percent from the same quarter in 2009.
Bevil Oaks:	\$328,690.00, up 28.6 percent from the same quarter in 2009.
China:	\$476,378.00, up 11.0 percent from the same quarter in 2009.
Nome:	\$589,066.00, down 41.1 percent from the same quarter in 2009.

*Taxable Sales through the end of 4th quarter 2010 (January 2010 through December 30, 2010)*

- Taxable sales in Jefferson County through the fourth quarter of 2010: \$3.07 billion, down 3.6 percent from the same period in 2009.
- Taxable sales through the fourth quarter of 2010 in the city of:

Beaumont:	\$2.05 billion, down 3.0 percent from the same period in 2009.
Port Arthur:	\$576.60 million, down 4.2 percent from the same period in 2009.

Nederland:	\$151.56 million, down 8.1 percent from the same period in 2009.
Groves:	\$73.47 million, down 2.4 percent from the same period in 2009.
Port Neches:	\$42.85 million, down 2.4 percent from the same period in 2009.
Bevil Oaks:	\$982,394.00, up 10.1 percent from the same period in 2009.
China:	\$1.63 million, up 0.1 percent from the same period in 2009.
Nome:	\$2.40 million, down 31.3 percent from the same period in 2009.

**Annual (2010)**

- Taxable sales in Jefferson County during 2010: \$3.07 billion, down 3.6 percent from 2009.
- Jefferson County sent an estimated \$191.61 million (or 1.12 percent of Texas' taxable sales) in state sales taxes to the state treasury in 2010.
- Taxable sales during 2010 in the city of:

Beaumont:	\$2.05 billion, down 3.0 percent from 2009.
Port Arthur:	\$576.60 million, down 4.2 percent from 2009.
Nederland:	\$151.56 million, down 8.1 percent from 2009.
Groves:	\$73.47 million, down 2.4 percent from 2009.
Port Neches:	\$42.85 million, down 2.4 percent from 2009.
Bevil Oaks:	\$982,394.00, up 10.1 percent from 2009.
China:	\$1.63 million, up 0.1 percent from 2009.
Nome:	\$2.40 million, down 31.3 percent from 2009.

**Sales Tax – Local Sales Tax Allocations**

*(The release date for sales tax allocations to cities for the sales activity month of September 2011 is currently scheduled for November 9, 2011.)*

**Monthly**

- Statewide payments based on the sales activity month of August 2011: \$505.22 million, up 13.9 percent from August 2010.
- Payments to all cities in Jefferson County based on the sales activity month of August 2011: \$4.92 million, up 28.6 percent from August 2010.
- Payment based on the sales activity month of August 2011 to the city of:

Beaumont:	\$2.86 million, up 14.7 percent from August 2010.
Port Arthur:	\$1.52 million, up 75.1 percent from August 2010.
Nederland:	\$328,832.49, up 25.1 percent from August 2010.
Groves:	\$120,884.08, up 6.6 percent from August 2010.
Port Neches:	\$85,567.84, up 3.5 percent from August 2010.
Bevil Oaks:	\$1,447.39, down 20.4 percent from August 2010.
China:	\$3,609.75, down 4.3 percent from August 2010.
Nome:	\$4,512.68, down 4.5 percent from August 2010.

**Fiscal Year**

- Statewide payments based on sales activity months from September 2010 through August 2011: \$6.08 billion, up 8.0 percent from the same period in 2010.
- Payments to all cities in Jefferson County based on sales activity months from September 2010 through August 2011: \$53.88 million, up 4.8 percent from fiscal 2010.
- Payments based on sales activity months from September 2010 through August 2011 to the city of:

Beaumont:	\$34.13 million, up 3.7 percent from fiscal 2010.
Port Arthur:	\$13.08 million, up 8.4 percent from fiscal 2010.
Nederland:	\$3.62 million, up 3.9 percent from fiscal 2010.
Groves:	\$1.66 million, up 1.3 percent from fiscal 2010.
Port Neches:	\$1.25 million, up 6.6 percent from fiscal 2010.
Bevil Oaks:	\$21,324.67, up 29.3 percent from fiscal 2010.
China:	\$59,742.82, down 12.9 percent from fiscal 2010.
Nome:	\$53,336.94, down 3.9 percent from fiscal 2010.

**January 2011 through August 2011 (Sales Activity Year-To-Date)**

- Statewide payments based on sales activity months through August 2011: \$3.99 billion, up 8.3 percent from the same period in 2010.
- Payments to all cities in Jefferson County based on sales activity months through August 2011: \$34.25 million, up 3.4 percent from the same period in 2010.

- Payments based on sales activity months through August 2011 to the city of:
 

Beaumont:	\$21.39 million, down 0.5 percent from the same period in 2010.
Port Arthur:	\$8.55 million, up 13.4 percent from the same period in 2010.
Nederland:	\$2.40 million, up 7.2 percent from the same period in 2010.
Groves:	\$1.05 million, unchanged 0.0 percent from the same period in 2010.
Port Neches:	\$777,953.02, up 6.8 percent from the same period in 2010.
Bevil Oaks:	\$13,829.51, up 28.9 percent from the same period in 2010.
China:	\$36,072.52, down 15.9 percent from the same period in 2010.
None:	\$34,192.72, down 5.8 percent from the same period in 2010.

*12 months ending in August 2011*

- Statewide payments based on sales activity in the 12 months ending in August 2011: \$6.08 billion, up 8.0 percent from the previous 12-month period.
- Payments to all cities in Jefferson County based on sales activity in the 12 months ending in August 2011: \$53.88 million, up 4.8 percent from the previous 12-month period.
- Payments based on sales activity in the 12 months ending in August 2011 to the city of:
 

Beaumont:	\$34.13 million, up 3.7 percent from the previous 12-month period.
Port Arthur:	\$13.08 million, up 8.4 percent from the previous 12-month period.
Nederland:	\$3.62 million, up 3.9 percent from the previous 12-month period.
Groves:	\$1.66 million, up 1.3 percent from the previous 12-month period.
Port Neches:	\$1.25 million, up 6.6 percent from the previous 12-month period.
Bevil Oaks:	\$21,324.67, up 29.3 percent from the previous 12-month period.
China:	\$59,742.82, down 12.9 percent from the previous 12-month period.
None:	\$53,336.94, down 3.9 percent from the previous 12-month period.

■ *City Calendar Year-To-Date (RJ 2011)*

- Payment to the cities from January 2011 through October 2011:
 

Beaumont:	\$28.00 million, up 2.7 percent from the same period in 2010.
Port Arthur:	\$10.95 million, up 11.8 percent from the same period in 2010.
Nederland:	\$3.01 million, up 5.2 percent from the same period in 2010.
Groves:	\$1.35 million, down 0.4 percent from the same period in 2010.
Port Neches:	\$1.00 million, up 4.9 percent from the same period in 2010.
Bevil Oaks:	\$17,539.35, up 24.4 percent from the same period in 2010.
China:	\$49,163.51, down 12.1 percent from the same period in 2010.
None:	\$43,857.48, down 8.6 percent from the same period in 2010.

*Annual (2010)*

- Statewide payments based on sales activity months in 2010: \$5.77 billion, up 3.3 percent from 2009.
- Payments to all cities in Jefferson County based on sales activity months in 2010: \$52.76 million, down 5.8 percent from 2009.
- Payment based on sales activity months in 2010 to the city of:
 

Beaumont:	\$34.24 million, down 4.0 percent from 2009.
Port Arthur:	\$12.06 million, down 11.1 percent from 2009.
Nederland:	\$3.46 million, down 5.1 percent from 2009.
Groves:	\$1.66 million, down 5.1 percent from 2009.
Port Neches:	\$1.20 million, down 3.8 percent from 2009.
Bevil Oaks:	\$18,225.09, up 24.3 percent from 2009.
China:	\$66,583.42, down 18.2 percent from 2009.
None:	\$55,457.98, up 10.2 percent from 2009.

**Property Tax**

- As of January 2009, property values in Jefferson County: \$25.13 billion, down 3.8 percent from January 2008 values. The property tax base per person in Jefferson County is \$103,315, above the statewide average of \$85,809. About 2.8 percent of the property tax base is derived from oil, gas and minerals.

**State Expenditures**

- Jefferson County's ranking in state expenditures by county in fiscal year 2010: 17th. State expenditures in the county for FY2010: \$1.14 billion, up 0.3 percent from FY2009.

- In Jefferson County, 31 state agencies provide a total of 4,852 jobs and \$52.56 million in annualized wages (as of 1st quarter 2011).
- Major state agencies in the county (as of first quarter 2011):
  - Lamar University
  - Lamar Institute of Technology
  - Lamar University
  - Department of Criminal Justice
  - Texas Youth Commission

### **Higher Education**

- Community colleges in Jefferson County fall 2010 enrollment:
  - None.
- Jefferson County is in the service area of the following:
  - Galveston College with a fall 2010 enrollment of 2,318 . Counties in the service area include:
    - Chambers County
    - Galveston County
    - Jefferson County
- Institutions of higher education in Jefferson County fall 2010 enrollment:
  - Lamar University, a Public University (part of Texas State University System), had 13,969 students.
  - Lamar State College-Port Arthur, a Public State College (part of Texas State University System), had 2,374 students.
  - Lamar Institute of Technology, a Public State College (part of Texas State University System), had 3,243 students.

### **School Districts**

- Jefferson County had 6 school districts with 69 schools and 40,215 students in the 2009-10 school year. (Statewide, the average teacher salary in school year 2009-10 was \$48,263. The percentage of students, statewide, meeting the 2010 TAKS passing standard for all 2009-10 TAKS tests was 77 percent.)
  - Beaumont ISD had 19,505 students in the 2009-10 school year. The average teacher salary was \$47,118. The percentage of students meeting the 2010 TAKS passing standard for all tests was 76 percent.
  - Hamshire-Fannett ISD had 1,752 students in the 2009-10 school year. The average teacher salary was \$41,481. The percentage of students meeting the 2010 TAKS passing standard for all tests was 86 percent.
  - Nederland ISD had 5,022 students in the 2009-10 school year. The average teacher salary was \$47,598. The percentage of students meeting the 2010 TAKS passing standard for all tests was 81 percent.
  - Port Arthur ISD had 9,047 students in the 2009-10 school year. The average teacher salary was \$45,029. The percentage of students meeting the 2010 TAKS passing standard for all tests was 58 percent.
  - Port Neches-Groves ISD had 4,586 students in the 2009-10 school year. The average teacher salary was \$47,318. The percentage of students meeting the 2010 TAKS passing standard for all tests was 81 percent.
  - Sabine Pass ISD had 303 students in the 2009-10 school year. The average teacher salary was \$47,538. The percentage of students meeting the 2010 TAKS passing standard for all tests was 90 percent.

# Attachment E

## Summary of Financial Impact

**SUMMARY OF FINANCIAL IMPACT OF THE PROPOSED LUCITE  
INTERNATIONAL PROJECT ON THE FINANCES OF THE  
BEAUMONT INDEPENDENT SCHOOL DISTRICT INDEPENDENT  
SCHOOL DISTRICT UNDER A REQUESTED CHAPTER 313  
PROPERTY VALUE LIMITATION**

**March 2, 2012**

**Final Report (REVISED)**

**PREPARED BY**



## **Estimated Impact of the Proposed Lucite International Project on the Finances of the Beaumont Independent School District Independent School District under a Requested Chapter 313 Property Value Limitation**

### **Introduction**

Lucite International (Lucite) has requested that the Beaumont Independent School District Independent School District (BISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to BISD on December 16, 2011, Lucite proposes to invest \$65 million to construct a new manufacturing project in BISD.

The Lucite project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, BISD may offer a minimum value limitation of \$30 million. The provisions of Chapter 313 call for the project to be fully taxable in the 2013-14 and 2014-15 school years, unless the District and the Company agree to an extension of the start of the two-year qualifying time period. For the purpose of this analysis, it is assumed that the qualifying time period will be the 2013-14 and 2014-15 school years. Beginning in 2015-16, the project would go on the local tax roll at \$30 million and remain at that level of taxable value for eight years for maintenance and operations (M&O) taxes.

The full taxable value of the project could be assessed for debt service taxes on voter-approved bond issues throughout the limitation period and beyond, with BISD currently levying a \$0.285 I&S tax rate. The full taxable value of the investment is expected to reach \$59.1 million in 2014-15, with depreciation expected to reduce the taxable project value over the course of the value limitation agreement.

In the case of the Lucite project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. BISD would experience a revenue loss as a result of the implementation of the value limitation in the 2015-16 school year (-\$25,802).

Under the assumptions outlined below, the potential tax benefits under a Chapter 313 agreement could reach an estimated \$2.5 million over the course of the agreement. This amount is net of any anticipated revenue losses for the District.

## School Finance Mechanics

Under the current school finance system, the property values established by the Comptroller's Office that are used to calculate state aid and recapture lag by one year, a practical consequence of the fact that the Comptroller's Office needs this time to conduct its property value study and now the planned audits of appraisal district operations in alternating years. A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 3-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter). The school funding formulas use the Comptroller's property values that reflect a reduction due to the property value limitation in years 4-11 as a result of the one-year lag in property values.

The third year is often problematical financially for a school district that approves a Chapter 313 value limitation. The implementation of the value limitation often results in a revenue loss to the school district in the third year of the agreement that would not be reimbursed by the state, but require some type of compensation from the applicant under the revenue protection provisions of the value limitation agreement. In years 4-10, smaller revenue losses would be anticipated when the state property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study, assuming a similar deduction is made in the state property values.

Under the HB 1 system adopted in 2006, most school districts received additional state aid for tax reduction (ASATR) that was used to maintain their target revenue amounts established at the revenue levels under old law for the 2005-06 or 2006-07 school years, whichever was highest. In terms of new Chapter 313 property value limitation agreements, adjustments to ASATR funding often moderated the impact of the reduced M&O collections as a result of the limitation, in contrast with the earlier formula-driven finance system.

House Bill 3646 as enacted in 2009 created more "formula" school districts that were less dependent on ASATR state aid than had been the case previously. The formula reductions enacted under Senate Bill 1 (SB 1) as approved in the First Called Session in 2011 are designed to make \$4 billion in reductions to the existing school funding formulas for the 2011-12 and 2012-13 school years. For the 2011-12 school year, across-the-board reductions were made that reduced each district's WADA count and resulted in an estimated 797 school districts still receiving ASATR to maintain their target revenue funding levels, while an estimated 227 districts operating directly on the state formulas.

For the 2012-13 school year, the SB 1 changes called for smaller across-the-board reductions and funding ASATR-receiving target revenue districts at 92.35 percent of the level provided for under the existing funding formula. For the 2013-14 school year and beyond, the ASATR reduction percentage will be set in the appropriations bill. The recent legislative session also saw the adoption of a statement of legislative intent to no longer fund target revenue (through ASATR) by the 2017-18 school year. It is likely that ASATR state funding will be reduced in future years and eliminated by the 2017-18 school year, based on current state policy.

One key element in any analysis of the school finance implications of a value limitation is the provision for revenue protection in the agreement between the school district and the applicant. In the case of the Lucite project, the agreement calls for a calculation of the revenue impact of the value limitation in years 3-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section

313.027(f)(1) of the Tax Code to provide school district revenue protection language in the agreement.

### **Underlying Assumptions**

There are several approaches that can be used to analyze the future revenue stream of a school district under a value limitation. Whatever method is used, a reasonable analysis requires the use of a multi-year forecasting model that covers the years in which the agreement is in effect. The Chapter 313 application now requires 15 years of data and analysis on the project being considered for a property value limitation.

The general approach used here is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. The current SB 1 reductions are reflected in the underlying models. With regard to ASATR funding the 92.35 percent reduction enacted for the 2012-13 school year is maintained until the 2017-18 school year. A statement of legislative intent was adopted in 2011 to no longer fund target revenue by the 2017-18 school year, so that change is reflected in the estimates presented below. The projected taxable values of the Lucite International project are factored into the base model used here. The impact of the limitation value for the proposed Lucite project is isolated separately and the focus of this analysis. Previously-approved Chapter 313 projects are incorporated into the underlying property values in all of the models presented here.

Student enrollment counts are held constant at 18,837 students in average daily attendance (ADA) in analyzing the effects of the Lucite project on the finances of BISD. The District's local tax base reached \$9.2 billion for the 2011 tax year and is maintained for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$1.04 is used throughout this analysis. BISD has estimated state property wealth per weighted ADA or WADA of approximately \$382,947 for the 2011-12 school year. The enrollment and property value assumptions for the 15 years that are the subject of this analysis are summarized in Table 1.

### **School Finance Impact**

School finance models were prepared for BISD under the assumptions outlined above through the 2027-28 school year. Beyond the 2012-13 school year, no attempt was made to forecast the 88<sup>th</sup> percentile or Austin yield that influence future state funding beyond the projected level for that school year. In the analyses for other districts and applicants on earlier projects, these changes appeared to have little impact on the revenue associated with the implementation of the property value limitation, since the baseline and other models incorporate the same underlying assumptions.

Under the proposed agreement, a model is established to make a calculation of the "Baseline Revenue" by adding the value of the proposed Lucite facility to the model, but without assuming that a value limitation is approved. The results of the model are shown in Table 2.

A second model is developed which adds the Lucite value but imposes the proposed property value limitation effective in the third year, which in this case is the 2015-16 school year. The results of this model are identified as "Value Limitation Revenue Model" under the revenue protection provisions of the proposed agreement (see Table 3).

A summary of the differences between these models is shown in Table 4. The model results show approximately \$134 million a year in annual net General Fund revenue, after recapture (if appropriate) and other adjustments have been made, as needed.

Under these assumptions, BISD would experience a revenue loss as a result of the implementation of the value limitation in the 2015-16 school year (-\$25,802). The revenue reduction results from the mechanics of the up to six cents beyond the compressed M&O tax rate equalized to the Austin yield or not subject to recapture, which reflect the one-year lag in value associated with the property value study.

As noted previously, no attempt was made to forecast further reductions in ASATR funding beyond the 92.35 percent adjustment adopted for the 2012-13 school year. It is assumed that ASATR will be eliminated beginning in the 2017-18 school year, based on the 2011 statement of legislative intent.

One risk factor under the estimates presented here relates to the implementation of the value limitation in the 2015-16 school year. The formula loss of \$25,802 cited above between the base and the limitation models is based on an assumption of about \$301,000 in M&O tax savings for Lucite when the \$30 million limitation is implemented. Under the estimates presented here and as highlighted in Table 4, an increase in ASATR funding of \$285,000 offsets much of the reduction in M&O taxes in the first year the value limitation is in effect.

In general, the ASATR offset poses little financial risk to the school district as a result of the adoption of the value limitation agreement. A significant reduction in ASATR funding prior to the assumed 2017-18 school year elimination of these funds, however, could reduce the residual tax savings to Lucite in the first year that the \$30 million value limitation takes effect.

The Comptroller's state property value study influences these calculations, as noted previously. At the school-district level, a taxpayer benefiting from a property value limitation has two property values assigned by the local appraisal district for their property covered by the limitation: (1) a reduced value for M&O taxes, and (2) the full taxable value for I&S taxes. This situation exists for the eight years that the value limitation is in effect. The Comptroller's Property Tax Assistance Division announced last fall that beginning with the 2011 state property value study, two value determinations will be made for school districts granting Chapter 313 agreements, consistent with local practice. A consolidated single state property value had been provided previously.

### **Impact on the Taxpayer**

Table 5 summarizes the impact of the proposed property value limitation in terms of the potential tax savings under the property value limitation agreement. The focus of this table is on the M&O tax rate only. As noted previously, the property is fully taxable in the first two years under the agreement. A \$1.04 per \$100 of taxable value M&O rate is assumed in 2012-13 and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$2.1 million over the life of the agreement. In addition, Lucite would be eligible for a tax credit for M&O taxes paid on value in excess of the value limitation in each of the first two qualifying years. The credit amount is paid out slowly through years 4-10 due to statutory limits on the scale of these payments over these seven years, with catch-up payments permitted in years 11-13. The tax credits are expected to total approximately \$0.5 million over the life of the agreement, with no

unpaid tax credits anticipated. The school district is to be reimbursed by the Texas Education Agency for the cost of these credits.

The key BISD revenue losses are expected to total approximately -\$25,802 the first year the limitation is in effect. In total, the potential net tax benefits (inclusive of tax credits but after hold-harmless payments are made) are estimated to reach \$2.5 million over the life of the agreement. While legislative changes to ASATR funding could increase the hold-harmless amount owed in the initial year of the agreement, there would still be a substantial tax benefit to Lucite under the value limitation agreement for the remaining years that the limitation is in effect.

### **Facilities Funding Impact**

The Lucite project remains fully taxable for debt services taxes, with BISD currently levying a \$0.285 per \$100 I&S rate. The value of the Lucite project is expected to depreciate over the life of the agreement and beyond, but full access to the additional value is expected to increase the District's projected wealth per ADA to \$485,864 in the peak year of I&S taxable project value. At its peak taxable value, this project should have a minimal impact on the total I&S rate.

The Lucite project is not expected to affect BISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

### **Conclusion**

The proposed Lucite manufacturing project enhances the tax base of BISD. It reflects continued capital investment in keeping with the goals of Chapter 313 of the Tax Code.

Under the assumptions outlined above, the potential tax savings for the applicant under a Chapter 313 agreement could reach an estimated \$2.5 million. (This amount is net of any anticipated revenue losses for the District.) The additional taxable value also enhances the tax base of BISD in meeting its future debt service obligations.

**Table 1 – Base District Information with Lucite International Project Value and Limitation Values**

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2012-13	18,837.30	24,000.24	\$1.0400	\$0.2850	\$9,278,574,505	\$9,278,574,505	\$8,902,403,585	\$8,902,403,585	\$370,930	\$370,930
1	2013-14	18,837.30	24,000.24	\$1.0400	\$0.2850	\$9,322,935,924	\$9,322,935,924	\$8,906,592,585	\$8,906,592,585	\$371,104	\$371,104
2	2014-15	18,837.30	24,000.24	\$1.0400	\$0.2590	\$9,528,534,787	\$9,528,534,787	\$8,946,765,004	\$8,946,765,004	\$372,778	\$372,778
3	2015-16	18,837.30	24,000.24	\$1.0400	\$0.2590	\$9,526,264,572	\$9,497,285,321	\$9,152,363,867	\$9,152,363,867	\$381,345	\$381,345
4	2016-17	18,837.30	24,000.24	\$1.0400	\$0.2590	\$9,523,011,152	\$9,495,243,811	\$9,150,093,652	\$9,121,114,401	\$381,250	\$380,043
5	2017-18	18,837.30	24,374.50	\$1.0400	\$0.2590	\$9,519,828,720	\$9,493,273,289	\$9,146,840,232	\$9,119,072,891	\$375,263	\$374,123
6	2018-19	18,837.30	24,374.50	\$1.0400	\$0.2590	\$9,516,714,808	\$9,491,371,287	\$9,143,657,800	\$9,117,102,369	\$375,132	\$374,043
7	2019-20	18,837.30	24,374.50	\$1.0400	\$0.2590	\$9,513,747,032	\$9,489,535,421	\$9,140,543,888	\$9,115,200,367	\$375,004	\$373,965
8	2020-21	18,837.30	24,374.50	\$1.0400	\$0.2590	\$9,510,763,094	\$9,487,763,393	\$9,137,576,112	\$9,113,364,501	\$374,883	\$373,889
9	2021-22	18,837.30	24,374.50	\$1.0400	\$0.2590	\$9,507,840,773	\$9,486,052,982	\$9,134,592,174	\$9,111,592,473	\$374,760	\$373,817
10	2022-23	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,504,977,927	\$9,484,402,046	\$9,131,669,853	\$9,109,882,062	\$374,640	\$373,746
11	2023-24	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,502,172,488	\$9,502,172,488	\$9,128,807,007	\$9,108,231,126	\$374,523	\$373,679
12	2024-25	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,499,422,460	\$9,499,422,460	\$9,126,001,568	\$9,126,001,568	\$374,408	\$374,408
13	2025-26	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,496,725,915	\$9,496,725,915	\$9,123,251,540	\$9,123,251,540	\$374,295	\$374,295
14	2026-27	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,494,080,995	\$9,494,080,995	\$9,120,554,995	\$9,120,554,995	\$374,184	\$374,184
15	2027-28	18,837.30	24,374.50	\$1.0400	\$0.2600	\$9,492,697,814	\$9,492,697,814	\$9,117,910,075	\$9,117,910,075	\$374,076	\$374,076

\*Tier II Yield: \$47.65; AISD Yield: \$59.97; Equalized Wealth: \$476,500 per WADA

**Table 2-- "Baseline Revenue Model"--Project Value Added with No Value Limitation**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2012-13	\$91,254,876	\$33,334,823	\$551,894	\$0	\$0	\$5,253,930	\$3,240,351	\$0	\$133,635,874
1	2013-14	\$91,686,756	\$33,293,629	\$161,208	\$0	\$0	\$5,278,795	\$3,251,673	\$0	\$133,672,061
2	2014-15	\$93,752,365	\$32,898,581	\$0	\$0	\$0	\$5,397,721	\$3,285,764	\$0	\$135,334,431
3	2015-16	\$93,733,113	\$30,876,757	\$531,723	\$0	\$0	\$5,396,613	\$3,090,063	\$0	\$133,628,269
4	2016-17	\$93,701,319	\$30,899,082	\$541,192	\$0	\$0	\$5,394,782	\$3,091,120	\$0	\$133,627,495
5	2017-18	\$93,670,219	\$32,767,689	\$0	\$0	\$0	\$5,392,992	\$3,225,445	\$0	\$135,056,344
6	2018-19	\$93,639,784	\$32,798,984	\$0	\$0	\$0	\$5,391,239	\$3,227,395	\$0	\$135,057,403
7	2019-20	\$93,610,780	\$32,829,606	\$0	\$0	\$0	\$5,389,569	\$3,229,331	\$0	\$135,059,286
8	2020-21	\$93,581,611	\$32,858,791	\$0	\$0	\$0	\$5,387,890	\$3,231,123	\$0	\$135,059,415
9	2021-22	\$93,553,041	\$32,888,134	\$0	\$0	\$0	\$5,386,245	\$3,232,951	\$0	\$135,060,372
10	2022-23	\$93,522,542	\$32,916,872	\$0	\$0	\$0	\$5,384,489	\$3,234,655	\$0	\$135,058,558
11	2023-24	\$93,493,206	\$32,945,024	\$0	\$0	\$0	\$5,382,800	\$3,236,342	\$0	\$135,057,373
12	2024-25	\$93,466,433	\$32,972,613	\$0	\$0	\$0	\$5,381,259	\$3,238,064	\$0	\$135,058,370
13	2025-26	\$93,440,181	\$32,999,656	\$0	\$0	\$0	\$5,379,747	\$3,239,752	\$0	\$135,059,337
14	2026-27	\$93,414,431	\$33,026,173	\$0	\$0	\$0	\$5,378,265	\$3,241,407	\$0	\$135,060,277
15	2027-28	\$93,400,965	\$33,052,183	\$0	\$0	\$0	\$5,377,490	\$3,243,440	\$0	\$135,074,078

**Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2012-13	\$91,254,876	\$33,334,823	\$551,894	\$0	\$0	\$5,253,930	\$3,240,351	\$0	\$133,635,874
1	2013-14	\$91,686,756	\$33,293,629	\$161,208	\$0	\$0	\$5,278,795	\$3,251,673	\$0	\$133,672,061
2	2014-15	\$93,752,365	\$32,898,581	\$0	\$0	\$0	\$5,397,721	\$3,285,764	\$0	\$135,334,431
3	2015-16	\$93,448,136	\$30,876,757	\$816,700	\$0	\$0	\$5,380,205	\$3,080,668	\$0	\$133,602,467
4	2016-17	\$93,428,261	\$31,184,059	\$529,273	\$0	\$0	\$5,379,061	\$3,108,994	\$0	\$133,629,648
5	2017-18	\$93,409,077	\$33,040,748	\$0	\$0	\$0	\$5,377,957	\$3,242,622	\$0	\$135,070,404
6	2018-19	\$93,390,560	\$33,060,126	\$0	\$0	\$0	\$5,376,891	\$3,243,842	\$0	\$135,071,419
7	2019-20	\$93,372,687	\$33,078,830	\$0	\$0	\$0	\$5,375,861	\$3,245,020	\$0	\$135,072,399
8	2020-21	\$93,355,435	\$33,096,883	\$0	\$0	\$0	\$5,374,868	\$3,246,157	\$0	\$135,073,344
9	2021-22	\$93,338,784	\$33,114,309	\$0	\$0	\$0	\$5,373,910	\$3,247,254	\$0	\$135,074,257
10	2022-23	\$93,320,202	\$33,131,129	\$0	\$0	\$0	\$5,372,840	\$3,248,226	\$0	\$135,072,397
11	2023-24	\$93,493,206	\$33,147,364	\$0	\$0	\$0	\$5,382,800	\$3,255,813	\$0	\$135,279,184
12	2024-25	\$93,466,433	\$32,972,613	\$0	\$0	\$0	\$5,381,259	\$3,238,064	\$0	\$135,058,370
13	2025-26	\$93,440,181	\$32,999,656	\$0	\$0	\$0	\$5,379,747	\$3,239,752	\$0	\$135,059,337
14	2026-27	\$93,414,431	\$33,026,173	\$0	\$0	\$0	\$5,378,265	\$3,241,407	\$0	\$135,060,277
15	2027-28	\$93,400,965	\$33,052,183	\$0	\$0	\$0	\$5,377,490	\$3,243,440	\$0	\$135,074,078

**Table 4 – Value Limit less Project Value with No Limit**

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Excess Formula Reduction	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Total General Fund
Pre-Year 1	2012-13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2013-14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2014-15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	2015-16	-\$284,977	\$0	\$284,977	\$0	\$0	-\$16,407	-\$9,395	\$0	-\$25,802
4	2016-17	-\$273,058	\$284,977	-\$11,919	\$0	\$0	-\$15,721	\$17,875	\$0	\$2,153
5	2017-18	-\$261,142	\$273,059	\$0	\$0	\$0	-\$15,035	\$17,178	\$0	\$14,060
6	2018-19	-\$249,224	\$261,142	\$0	\$0	\$0	-\$14,349	\$16,447	\$0	\$14,016
7	2019-20	-\$238,093	\$249,224	\$0	\$0	\$0	-\$13,708	\$15,689	\$0	\$13,112
8	2020-21	-\$226,175	\$238,092	\$0	\$0	\$0	-\$13,022	\$15,034	\$0	\$13,929
9	2021-22	-\$214,257	\$226,175	\$0	\$0	\$0	-\$12,336	\$14,303	\$0	\$13,885
10	2022-23	-\$202,340	\$214,257	\$0	\$0	\$0	-\$11,650	\$13,571	\$0	\$13,839
11	2023-24	\$0	\$202,340	\$0	\$0	\$0	\$0	\$19,471	\$0	\$221,811
12	2024-25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2025-26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2026-27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Table 5 - Estimated Financial impact of the Lucite International Project Property Value Limitation Request Submitted to BISD at \$1.04 M&O Tax Rate**

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Credits for First Two Years Above Limit	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2012-13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2013-14	\$44,361,419	\$44,361,419	\$0	\$461,359	\$461,359	\$0	\$0	\$0	\$0	\$0
2	2014-15	\$59,134,410	\$59,134,410	\$0	\$614,998	\$614,998	\$0	\$0	\$0	\$0	\$0
3	2015-16	\$58,979,251	\$30,000,000	\$28,979,251	\$613,384	\$312,000	\$301,384	\$0	\$301,384	-\$25,802	\$275,582
4	2016-17	\$57,767,341	\$30,000,000	\$27,767,341	\$600,780	\$312,000	\$288,780	\$64,622	\$353,403	\$0	\$353,403
5	2017-18	\$56,555,431	\$30,000,000	\$26,555,431	\$588,176	\$312,000	\$276,176	\$64,622	\$340,799	\$0	\$340,799
6	2018-19	\$55,343,521	\$30,000,000	\$25,343,521	\$575,573	\$312,000	\$263,573	\$64,622	\$328,195	\$0	\$328,195
7	2019-20	\$54,211,611	\$30,000,000	\$24,211,611	\$563,801	\$312,000	\$251,801	\$64,622	\$316,423	\$0	\$316,423
8	2020-21	\$52,999,701	\$30,000,000	\$22,999,701	\$551,197	\$312,000	\$239,197	\$64,622	\$303,819	\$0	\$303,819
9	2021-22	\$51,787,791	\$30,000,000	\$21,787,791	\$538,593	\$312,000	\$226,593	\$64,622	\$291,215	\$0	\$291,215
10	2022-23	\$50,575,881	\$30,000,000	\$20,575,881	\$525,989	\$312,000	\$213,989	\$64,622	\$278,612	\$0	\$278,612
11	2023-24	\$49,363,971	\$49,363,971	\$0	\$513,385	\$513,385	\$0	\$0	\$0	\$0	\$0
12	2024-25	\$48,152,061	\$48,152,061	\$0	\$500,781	\$500,781	\$0	\$0	\$0	\$0	\$0
13	2025-26	\$46,940,151	\$46,940,151	\$0	\$488,178	\$488,178	\$0	\$0	\$0	\$0	\$0
14	2026-27	\$45,728,241	\$45,728,241	\$0	\$475,574	\$475,574	\$0	\$0	\$0	\$0	\$0
15	2027-28	\$45,728,241	\$45,728,241	\$0	\$475,574	\$475,574	\$0	\$0	\$0	\$0	\$0
					\$8,087,342	\$6,025,848	\$2,061,493	\$452,357	\$2,513,850	-\$25,802	\$2,488,048
Tax Credit for Value Over Limit in First 2 Years								<u>Year 1</u>	<u>Year 2</u>	<u>Max Credits</u>	
								\$149,359	\$302,998	\$452,357	
								Credits Earned		\$452,357	
								Credits Paid		<u>\$452,357</u>	
								Excess Credits Unpaid		\$0	

**\*Note:** School District Revenue-Loss estimates are subject to change based on numerous factors, including legislative and Texas Education Agency administrative changes to school finance formulas, year-to-year appraisals of project values, and changes in school district tax rates. One of the most substantial changes to the school finance formulas related to Chapter 313 revenue-loss projections could be the treatment of Additional State Aid for Tax Reduction (ASATR). Legislative intent is to end ASATR in 2017-18 school year. Additional information on the assumptions used in preparing these estimates is provided in the narrative of this Report.

# Attachment F

## Taxable Value of Property

DATE: 06/26/2012  
 TIME: 10:29:55

COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION  
 2011 ISD SUMMARY WORKSHEET  
 123/Jefferson  
 123-910/Beaumont ISD

PAGE: 001  
 REPT: PIS265  
 VRSN: F

CATEGORY	LOCAL TAX ROLL VALUE	2011 WTD MEAN RATIO	2011 PTAD VALUE ESTIMATE	2011 VALUE ASSIGNED
A. SINGLE-FAMILY RESIDENCES	3,659,371,760	N/A	3,659,371,760	3,659,371,760
B. MULTIFAMILY RESIDENCES	277,442,230	N/A	277,442,230	277,442,230
C. VACANT LOTS	111,176,630	N/A	111,176,630	111,176,630
D. RURAL REAL (TAXABLE)	98,616,540	N/A	98,616,540	98,616,540
F1. COMMERCIAL REAL	1,313,486,000	N/A	1,313,486,000	1,313,486,000
F2. INDUSTRIAL REAL	2,463,973,820	N/A	2,463,973,820	2,463,973,820
G. OIL, GAS, MINERALS	261,104,850	N/A	261,104,850	261,104,850
J. UTILITIES	314,384,690	N/A	314,384,690	314,384,690
L1. COMMERCIAL PERSONAL	886,141,780	N/A	886,141,780	886,141,780
L2. INDUSTRIAL PERSONAL	844,629,760	N/A	844,629,760	844,629,760
M. MOBILE HOMES	6,048,750	N/A	6,048,750	6,048,750
N. INTANGIBLE PERS/UNCERT	0	N/A	0	0
O. RESIDENTIAL INVENTORY	14,241,410	N/A	14,241,410	14,241,410
S. SPECIAL INVENTORY	0	N/A	0	0
SUBTOTAL	10,250,618,220		10,250,618,220	10,250,618,220
LESS TOTAL DEDUCTIONS	1,297,907,488		1,297,907,488	1,297,907,488
TOTAL TAXABLE VALUE	8,952,710,732		8,952,710,732	8,952,710,732 T2

CATEGORY D DETAIL	LOCAL TAX ROLL	RATIO	PTAD VALUE
MARKET VALUE NON-QUALIFIED ACRES & FARM/RANCH IMP	90,929,770	N/A	90,929,770
PROD VALUE QUALIFIED ACRES	7,686,770	N/A	7,686,770
TAXABLE VALUE	98,616,540		98,616,540

THE TAXABLE VALUES SHOWN HERE WILL NOT MATCH THE VALUES REPORTED BY YOUR APPRAISAL DISTRICT  
 SEE THE ISD DEDUCTION REPORT FOR A BREAKDOWN OF DEDUCTION VALUES

GOVERNMENT CODE SUBSECTIONS 403.302 (J) AND (K) REQUIRE THE COMPTROLLER TO CERTIFY ALTERNATIVE MEASURES OF SCHOOL DISTRICT WEALTH. THESE MEASURES ARE REPORTED FOR TAXABLE VALUES FOR MAINTENANCE AND OPERATIONS (M&O) TAX PURPOSES AND FOR INTEREST AND SINKING FUND (I&S) TAX PURPOSES. FOR DISTRICTS THAT HAVE NOT ENTERED INTO VALUE LIMITATION AGREEMENTS, T1 THROUGH T6 WILL BE THE SAME AS T7 THROUGH T12.

VALUE TAXABLE FOR M&O PURPOSES

T1	T2	T3	T4	T5	T6
9,204,033,872	8,952,710,732	9,204,033,872	8,952,710,732	9,020,929,977	9,020,929,977
LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION 251,323,140 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION 0					

T1 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES BEFORE THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION  
 T2 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES AFTER THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION  
 T3 = T1 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION  
 T4 = T2 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION  
 T5 = T2 BEFORE THE LOSS TO THE TAX CEILING REDUCTION  
 T6 = T5 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

VALUE TAXABLE FOR I&S PURPOSES

T7	T8	T9	T10	T11	T12
9,413,180,172	9,161,857,032	9,413,180,172	9,161,857,032	9,230,076,277	9,230,076,277
T7 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES BEFORE THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION T8 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES AFTER THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION T9 = T7 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION T10 = T8 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION T11 = T8 BEFORE THE LOSS TO THE TAX CEILING REDUCTION T12 = T11 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION					

THE PVS FOUND YOUR LOCAL VALUE TO BE VALID, AND LOCAL VALUE WAS CERTIFIED

\*\*\*\* END OF REPORT \*\*\*\*

Attachment G

Participation Agreement

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

---

by and between

**BEAUMONT INDEPENDENT SCHOOL DISTRICT**

and

**LUCITE INTERNATIONAL, INC.**

*(Texas Taxpayer ID # 14306255432)*

---

TEXAS COMPTROLLER APPLICATION NO. 211

Dated

December 20, 2012

**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 between the **BEAUMONT 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 **LUCITE INTERNATIONAL, INC.**, (*Texas Taxpayer ID # 14306255432*), 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." Certain capitalized and other terms used in this Agreement shall have the meanings ascribed to them in Section 1.3.

**RECITALS**

**WHEREAS**, on November 29, 2011, the Superintendent of Schools (hereinafter referred to as "Superintendent") of the Beaumont Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

**WHEREAS**, on December 15, 2011 the Board of Trustees authorized the Superintendent to accept, on behalf of the District, the Application from Lucite International, Inc., and on December 16, 2011 the Superintendent acknowledged receipt of the Application and the requisite application fee as established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy CCG (Local); and,

**WHEREAS**, on or about February 23, 2012, the Superintendent, acting as agent of the Board of Trustees, received supplemental Application materials from the Applicant concerning the previously submitted Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

**WHEREAS**, the Application, together with the supplemental materials, were delivered to the office of the Comptroller for review pursuant to Texas Tax Code §313.025(d); and,

**WHEREAS**, the Comptroller, via letter, has established March 9, 2012 as the completed Application date; and,

**WHEREAS**, pursuant to 34 Texas Administrative Code §9.1054, the Application was delivered for review to the Jefferson County Appraisal District established in Jefferson County, Texas (the "Appraisal District"), pursuant to Texas Tax Code §6.01; and,

**WHEREAS**, the Comptroller reviewed the Application pursuant to Texas Tax Code §313.025(d), and on April 20, 2012 the Comptroller, via letter, recommended that the Application be approved; and,

**WHEREAS**, the Comptroller conducted an economic impact evaluation pursuant to Chapter 313 of the Texas Tax Code which was presented to the Board of Trustees at a public hearing held in connection with the Board of Trustees' consideration of the Application; and,

**WHEREAS**, on June 18, 2012, at a duly called and noticed Board meeting, the Board of Trustees hereby granted an extension of time to Lucite International, Inc. in accordance with Tex. Tax Code § 313.025(b) for final action upon the pending application until December 31, 2012; and,

**WHEREAS**, the Board of Trustees has carefully reviewed the economic impact evaluation prepared pursuant to Texas Tax Code §313.026 and has carefully considered the Comptroller's positive recommendation for the project; and,

**WHEREAS**, on December 20, 2012, 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**, on December 20, 2012, the Board of Trustees made factual findings pursuant to Texas Tax Code §313.025(f), including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) this Agreement is in the best interest of the District and the State of Texas; (iii) the Applicant is eligible for the limitation on appraised value of the Applicant's Qualified Property; and, (iv) each criterion referenced in Texas Tax Code §313.025(e) has been met; and,

**WHEREAS**, on December 20, 2012, the Board of Trustees determined that the Tax Limitation Amount requested by the Applicant, and as defined in Sections 1.2 and 1.3, below, is consistent with the minimum values set out by Tax Code, §§313.022(b) and 313.052, as such Tax Limitation Amount was computed for the effective date of this Agreement; and,

**WHEREAS**, on December 12, 2012, the District received written notification, pursuant to 34 Texas Administrative Code §9.1055(e)(2)(A), that the Comptroller reviewed this Agreement, and reaffirmed the recommendation previously made on April 9, 2012 that the Application be approved; and,

**WHEREAS**, on December 20, 2012, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and

Operations Taxes, and authorized the President and Secretary of the Board of Trustees to execute and deliver such Agreement to the Applicant;

*NOW, THEREFORE*, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties 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 Applicant pursuant to the provisions and authority granted to the District in Texas Tax Code §313.027.

#### Section 1.2. TERM OF THE AGREEMENT

This Agreement shall commence and first become effective on the Commencement Date, as defined in Section 1.3, below. In the event that the Applicant makes a Qualified Investment in the amount defined in Section 2.6 below, between the Commencement Date and the end of the Qualifying Time Period, Applicant will be entitled to the Tax Limitation Amount defined in Section 1.3 below, for the following Tax Years: 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022. The limitation on the local ad valorem property values for Maintenance and Operations purposes shall commence with the property valuations made as of January 1, 2015, the appraisal date for the third full Tax Year following the Commencement Date.

The period beginning with the Commencement Date of December 20, 2012 and ending on December 31, 2014 will be referred to herein as the "Qualifying Time Period," as that term is defined in Texas Tax Code §313.021(4). Applicant shall not be entitled to a tax limitation during the Qualifying Time Period.

Unless sooner terminated as provided herein, the limitation on the local ad valorem property values shall terminate on December 31, 2022. Except as otherwise provided herein, this Agreement will terminate in full on the Final Termination Date. 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, or (ii) affect the right of a Party to enforce the payment of any amount 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, so long as the right to such payment survives said termination.

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, and shall not affect in any way the meaning or interpretation of this Agreement):

<b>Full Tax Year of Agreement</b>	<b>Date of Appraisal</b>	<b>School Year</b>	<b>Tax Year</b>	<b>Summary Description of Provisions</b>
Partial Year (Commencing on date of Board approval December 20, 2012)	January 1, 2012	2012-13	2012	Start of Qualifying Time Period beginning with Commencement Date (12/20/12). No limitation on value. First year for computation of Annual Limit.
1	January 1, 2013	2013-14	2013	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
2	January 1, 2014	2014-15	2014	Qualifying Time Period. No limitation on value. Possible Tax Credit in future years.
3	January 1, 2015	2015-16	2015	\$ 30 million property value limitation.
4	January 1, 2016	2016-17	2016	\$ 30 million property value limitation. Possible Tax Credit due to Applicant.
5	January 1, 2017	2017-18	2017	\$ 30 million property value limitation. Possible Tax Credit due to Applicant.
6	January 1, 2018	2018-19	2018	\$ 30 million property value limitation. Possible Tax Credit due to Applicant.
7	January 1, 2019	2019-20	2019	\$30 million property value limitation. Possible Tax Credit due to Applicant.
8	January 1, 2020	2020-21	2020	\$ 30 million property value limitation. Possible Tax Credit due to Applicant.

Full Tax Year of Agreement	Date of Appraisal	School Year	Tax Year	Summary Description of Provisions
9	January 1, 2021	2021-22	2021	\$30 million property value limitation. Possible Tax Credit due to Applicant.
10	January 1, 2022	2022-23	2022	\$30 million property value limitation. Possible Tax Credit due to Applicant.
11	January 1, 2023	2023-24	2023	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
12	January 1, 2024	2024-25	2024	No tax limitation. Possible Tax Credit due to Applicant. Applicant obligated to Maintain Viable Presence if no early termination.
13	January 1, 2025	2025-26	2025	No tax limitation. Possible Tax Credit due to Applicant. Applicant 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 of the Texas Tax Code, as amended.

“*Affiliate*” of any specified person or entity means any other person or entity 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 or entity. For purposes of this definition “control” when used with respect to any person or entity means (i) the ownership, directly or indirectly, or fifty percent (50%) or more of the voting securities of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities, by contract or otherwise.

"Affiliated Group" means a group of one or more entities in which a controlling interest is owned by a common owner or owners, either corporate or non-corporate, or by one or more of the member entities.

"Aggregate Limit" means, for any Tax Year during the term of this Agreement, the cumulative total of the Annual Limit amount for such Tax Year and for all previous Tax Years during the course of this Agreement, less all amounts paid by the Applicant to or on behalf of the District under Article IV.

"Agreement" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented from time to time in accordance with Section 8.3.

"Annual Limit" means the maximum annual benefit which can be paid directly to the District as a Supplemental Payment under the provisions of Tex. Tax Code §313.027(i). For purposes of this Agreement, the amount of the Annual Limit shall be One Million Eight Hundred Eighteen Thousand Three Hundred Twenty-Four Dollars (\$1,818,324.00) based upon the District's 2010-2011 Final Average Daily Attendance of 18,183.240. An annual limit shall first be computed for Tax Year 2015, which, by virtue of the Commencement Date, is the first year of the Qualifying Time Period under this Agreement.

"Applicant" means Lucite International, Inc., *Texas Taxpayer Identification Number 14306255432*, the company listed in the Preamble of this Agreement who, on November 29, 2011, filed the Original Application and on February 23, 2012 filed supplemental Application materials with the District for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The term "Applicant" shall also include the Applicant's assigns and successors-in-interest.

"Applicable School Finance Law" means Chapters 41 and 42 of the Texas Education Code, the Texas Economic Development Act (Chapter 313 of the Texas Tax Code), Chapter 403, Subchapter M, of the 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 that may be adopted in the future that could impact or alter the calculation of the Applicant's 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, of the Texas Tax Code) filed with the District by the Applicant on November 29, 2011, and the supplemental Application materials filed by the Applicant on February 23, 2012 which have been certified by the Comptroller's office to constitute a complete final Application as of the date of March 9, 2012. 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 this Agreement with the District. The term also includes all amendments and supplements thereto submitted by the Applicant.

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

"Appraisal District" means the Jefferson County Appraisal District.

"Board of Trustees" means the Board of Trustees of the Beaumont Independent School District.

"Commencement Date" means December 20, 2012, the date upon which this Agreement was approved by the District's Board of Trustees.

"Completed Application Date" means March 9, 2012, the date upon which the Comptroller determined to be the date of its receipt of a completed Application for Appraised Value Limitation on Qualified Property (Texas Tax Code, Chapter 313, Subchapter B or C), Comptroller Form 50-296, from the Applicant.

"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 at Title 34 of the Texas Administrative Code, Chapter 9, Subchapter D, together with any court or administrative decisions interpreting same.

"County" means Jefferson County, Texas.

"Determination of Breach and Notice of Contract Termination" shall have the meaning assigned to such term in Section 7.8 of the Agreement.

"District" or "School District" means the Beaumont Independent School District, being a duly authorized 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 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 December 31, 2025. However, any payment obligations of any Party arising under this Agreement prior to the Final Termination Date will survive until paid by the Party owing same.

"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 the Applicant, the Applicant's Qualified Property or the Applicant's Qualified

Investment or any upstream, intermediate or downstream equipment or support facilities as are necessary to the operation of the Applicant's Qualified Property or the Applicant's 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 the Applicant 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 equipment, parts or material, or inability of the Applicant to ship or failure of carriers to transport electricity from the Applicant's facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which the Applicant has no reasonable control and which forbids or prevents performance.

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

"Maintain Viable Presence" means, after the development and construction of the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3 below, (i) the operation over the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the maintenance of at least the number of New Jobs required by Chapter 313, of the Texas Tax Code subject to any waiver granted by the District, from the time they are created until the Final Termination Date; and (iii) the maintenance of at least the number of Qualifying Jobs set forth in the Application from the time they are created until the Final Termination Date.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of this Agreement.

"Maintenance and Operations Revenue" or "M&O 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 statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas 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.

"Net Tax Benefit" means an amount equal to (but not less than zero): (i) the sum of (A) the amount of maintenance and operations ad valorem taxes which the Applicant would have paid to the District for all Tax Years during the term of this Agreement if this Agreement had not been entered into by the Parties; plus (B) any Tax Credits received by Applicant under this Agreement; minus, (ii) an amount equal to the sum of (A) all maintenance and operations ad valorem school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years during the term of this Agreement, plus (B) any and all payments due to the District under Article III of this Agreement.

"New Jobs" means the total number of "new jobs," defined by 34 Texas Administrative Code §9.1051(14)(C), which the Applicant will create in connection with the project described in the Application and in the description of the Applicant's Qualified Investment and Qualified Property as set forth in Section 2.3 below. In accordance with the requirements of Texas Tax Code §313.024(d), eighty percent (80%), of all New Jobs shall also be Qualifying Jobs, as defined below.

"Qualified Investment" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules, as these provisions existed on the date of this Agreement, and applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"Qualifying Jobs" means the number of New Jobs the Applicant will create in connection with the project which is the subject of its Application which meet the requirements of Texas Tax Code 313.021(3).

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code, as interpreted by the Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of this Agreement, applying any specific requirements for rural school districts imposed by Subchapter C of Chapter 313 of the Texas Tax Code and by the Comptroller's Rules.

"Qualifying Time Period" means, after a deferral period as permitted by Texas Tax Code §313.027(h), the period that begins on the Commencement Date of December 20, 2012 and ends on December 31, 2014.

"State" means the State of Texas.

"Substantive Document" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Texas Tax Code,

Chapter 313. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between the Applicant and the school district and any subsequent amendments or assignments, any school district written finding or report filed with the comptroller as required under this subchapter, and any application requesting school Tax Credits under Texas Tax Code, §313.103.

“Tax Credit” means the Tax Credit, either to be paid by the District to the Applicant, or to be applied against any taxes that the District imposes on the Applicant’s Qualified Property, as computed under the provisions of Subchapter D of the Act and rules adopted by the Comptroller and/or the Texas Education Agency, provided that the Applicant complies with the requirements imposed on the Applicant under such provisions, including the timely filing of a completed application under Texas Tax Code §313.103 and the duly adopted administrative rules relating thereto.

“Tax Limitation Amount” means the maximum amount which may be placed as the Appraised Value on Qualified Property/Qualified Investment for 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 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022, the Appraised Value of the Applicant’s 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 Applicant’s Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

The Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code, §313.022(b) or §313.052, as applicable.

“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.

“Texas Education Agency Rules” means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313, Texas Tax Code, which are set forth at Title 19 – Part 2, Texas Administrative Code (including, but not limited to, §61.1019), together with any court or administrative decisions interpreting same.

## ARTICLE II

### PROPERTY DESCRIPTION

#### **Section 2.1. LOCATION WITHIN A QUALIFIED REINVESTMENT OR ENTERPRISE ZONE**

The Applicant's Qualified Property upon which the Applicant's Qualified Investment will be located is within an area designated as a reinvestment zone under Chapter 311 or 312 of the Texas Tax Code. The legal description of the reinvestment zone in which the Applicant's 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 Qualified Property upon which the Applicant's Qualified Investment will be located (the "Applicant's Qualified Property") is described in the legal description which is attached to this Agreement as **EXHIBIT 2** and is incorporated herein by reference for all purposes ("Land"). The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** without the express authorization of each of the Parties.

#### **Section 2.3. DESCRIPTION OF QUALIFIED INVESTMENT AND QUALIFIED PROPERTY**

The Qualified Investment and/or Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes (the "Applicant's Qualified Investment"). The Applicant's Qualified Investment shall be that property, described in **EXHIBIT 3** which is placed in service under the terms of the Application, during the Qualifying Time Period described in Section 1.2, above. The Applicant's Qualified Property shall be all property, described in **EXHIBIT 3**, including, but not limited to the Applicant's Qualified Investment, which (1) is owned by the Applicant; (2) is first placed in service after March 9, 2012, the Completed Application Date established by the Comptroller; and (3) is used in connection with the activities described in the Application. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Investment or the Applicant's Qualified Property for purposes of this Agreement, unless pursuant to Texas Tax Code §313.027(e) and Section 8.3 of this Agreement, the Board of Trustees, by official action, provides that such other property is a part of the Applicant's Qualified Investment for purposes of this Agreement.

Property owned by the Applicant which is not described on **EXHIBIT 3** may not be considered to be Qualified Property unless the Applicant:

- (a) submits to the District and the Comptroller a written request to add such property to this Agreement, which request shall include a specific description of the

additional property to which the Applicant requests that the Tax Limitation Amount apply;

- (b) notifies the District and the Comptroller of any other changes to the information that was provided in the Application approved by the District; and,
- (c) provides any additional information reasonably requested by the District or the Comptroller that is necessary to re-evaluate the economic impact analysis for the new or changed conditions.

Notwithstanding the foregoing, any replacement property shall not be subject to the foregoing restrictions and shall be considered Qualified Property hereunder.

#### **Section 2.4. APPLICANT'S OBLIGATIONS TO PROVIDE CURRENT INVENTORY OF QUALIFIED PROPERTY**

At the end of the Qualifying Time Period; at any other time when there is a material change in the Applicant's Qualified Property located on the Land described in **EXHIBIT 2**; or upon a reasonable request by the District, the Comptroller, or the Appraisal District, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a reasonably specific and detailed description of the material tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Applicant's Qualified Property to which the Tax Limitation Amount applies, including maps or surveys of sufficient detail and description to locate all such described property within the boundaries of the real property which is subject to this Agreement.

#### **Section 2.5. QUALIFYING USE**

The Parties agree that the Applicant's Qualified Investment described above in Section 2.3 qualifies for a Tax Limitation Agreement under Texas Tax Code §313.024(b)(1) as a manufacturing facility.

#### **Section 2.6. LIMITATION ON APPRAISED VALUE**

So long as the Applicant makes a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period; and unless this Agreement has been terminated as provided herein before such Tax Year, for each of the eight (8) Tax Years 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022, the Appraised Value of the Applicant's 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 Applicant's Qualified Investment; or
- (b) Thirty Million Dollars (\$30,000,000.00).

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Texas Tax Code, §313.022(b) or §313.052.

### ARTICLE III

#### PROTECTION AGAINST LOSS OF FUTURE DISTRICT 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 accordance with the provisions of Texas Tax Code, §§313.027(f)(1), be compensated by the Applicant for any loss that the District incurs in its Maintenance and Operations Revenue solely as a result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Such payments shall be independent of, and in addition to such other payments as set forth in Article IV. Subject to the limitations contained in this Agreement (including Section 5.1), it is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District.

##### Section 3.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT

Subject to the provisions of Sections 5.1 and 5.2, the amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to the District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & 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 and/or Applicant's Qualified Investment been subject to the ad valorem maintenance and operations tax.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to such Maintenance and Operations Revenue because of any portion of this Agreement.

In making the calculations required by this Section 3.2:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment 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 3.2 results in a negative number, the negative number will be considered to be zero.
- iv. All calculations made for years three (3) through ten (10) of this Agreement under Section 3.2, Subsection ii, of this Agreement relating to the definition of "New M&O Revenue" will reflect the Tax Limitation Amount for such year.
- v. All calculations made under this Section 3.2 shall be made by a methodology which isolates only the 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 any other factors not contained in this Agreement.

### **Section 3.3. COMPENSATION FOR LOSS OF OTHER REVENUES**

In addition to the amounts determined pursuant to Section 3.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

- (a) all non-reimbursed costs incurred by the District in paying or otherwise crediting to the account of the Applicant, any applicable Tax Credit to which the Applicant may be entitled pursuant to Chapter 313, Subchapter D of the Texas Tax Code, and for which the District does not receive reimbursement from the State pursuant to Texas Education Code §42.2515, or other similar or successor statute.
- (b) all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the Applicant's Qualified Investment 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 attributable to the Applicant's Qualified Investment.

- (c) any other loss of the District's revenues which directly result from, or are reasonably attributable to any payment made by the Applicant to or on behalf of any third party beneficiary of this Agreement.

#### **Section 3.4. CALCULATIONS TO BE MADE BY THIRD PARTY**

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") jointly approved each year by the District and the Applicant. If the Parties cannot agree on the Third Party, then the Third Party shall be selected by the mediator provided in Section 7.9 of this Agreement.

#### **Section 3.5. DATA USED FOR CALCULATIONS**

The calculations for payments under this Agreement shall be initially based upon the valuations placed upon the Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District 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 under Section 3.4. The certified tax 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 tax roll or any other changes in student counts, tax collections, or other data.

#### **Section 3.6. DELIVERY OF CALCULATIONS**

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 3.4 of this Agreement shall forward to the Parties a certification containing the calculations required under Sections 3.2 and/or 3.3, Article IV, and/or Section 5.1 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, subject to the limit of Section 3.7. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee 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 and fee for a period of three (3) years after payment. The Applicant shall not be liable for any of the Third Party's costs resulting from an audit of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 3.7, if such fee is timely paid.

### **Section 3.7. PAYMENT BY APPLICANT**

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, disclosures, or Tax Credit or other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. For no Tax Year during the term of this Agreement shall the Applicant be responsible for the payment of an aggregate amount of fees and expenses under this Section 3.7 and Section 3.6 which exceeds Ten Thousand Dollars (\$10,000.00).

### **Section 3.8. RESOLUTION OF DISPUTES**

Pursuant to Section 3.4 and Section 3.6, should the Applicant disagree with the certification containing the calculations, 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 (ii) the date the Applicant is granted access to the books, records and other information in accordance with Section 3.6 for purposes of auditing or reviewing the information in connection with the certification. Within fifteen (15) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the certification containing the calculations. Thereafter, the Applicant may appeal the final determination of certification containing the calculations to the District. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of certification containing the calculations, without limitation of Applicant's other rights and remedies available hereunder, at law or in equity.

### **Section 3.9. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT**

If at the time the Third Party selected under Section 3.4 makes its calculations under this Agreement, 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 Property and such appeal remains unresolved, the Third Party shall base its calculations upon the values placed upon the Applicant's Qualified Property and/or the Applicant's Qualified Property by the Appraisal District.

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. 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 amounts to the other Party within thirty (30) days of the receipt of the new calculations from the Third Party.

### **Section 3.10. EFFECT OF STATUTORY CHANGES**

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 5.1, 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 reasonably determines that it 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 the revenue protection amount limit set forth in Section 5.1, that are necessary to offset any actual negative impact on the District as a result of its participation in this Agreement. Such calculation 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. Such payment shall be made no later than thirty (30) days following notice from the District of such determination.

## **ARTICLE IV**

### **SUPPLEMENTAL PAYMENTS**

#### **Section 4.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS**

(a) 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 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 IV, (the "Supplemental Payments"). 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, 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 IV is separate and independent of the obligation of the Applicant to pay the amounts described in Article III; provided, however, that all payments under Articles III and IV are subject to the limitations contained in Section 5.1, and that all payments under this Article IV are subject to the separate limitations contained in Section 4.4.

(b) Adherence to Statutory Limits on Supplemental Payments

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 IV shall not exceed the limit

imposed by the provisions of Texas Tax Code §313.027(i), as such limit is allowed to be increased by the Legislature for any future year of this Agreement.

**Section 4.2. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO AGGREGATE LIMIT**

During the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

- (a) Applicant's Stipulated Supplemental Payment Amount, defined as Fifteen percent (15%) of the Applicant's Net Tax Benefit, as the term is defined in Section 1.3, above; or,
- (b) the Aggregate Limit, as the term is defined in Section 1.3, above.

**Section 4.3. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT**

The Parties agree that for each Tax Year during the term of this Agreement, beginning with the third full Tax Year (Tax Year 2015) the Applicant's Stipulated Supplemental Payment Amount, described in Section 4.2 will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

*Minus,*

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

*Multiplied by,*

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

*Plus,*

Any Tax Credit received by the Applicant with respect to such Tax Year;

*Minus,*

Any amounts previously paid to the District under Article III;

*Multiplied by,*

The number 0.15;

*Minus,*

Any amounts previously paid to the District under Sections 4.2 and 4.3 with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party described in Section 3.4, above, shall adjust the Applicant's Stipulated Supplemental Payment Amount calculation to reflect such changes in the data.

**Section 4.4. 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 Tax Year three (Tax Year 2015) and continuing thereafter through Tax Year thirteen (Tax Year 2025), the District, or its successor beneficiary should one be designated under Section 4.6, below, shall not be entitled to receive Supplemental Payments, computed under Sections 4.2 and 4.3, above, that exceed the Aggregate Limit.

If, for any Tax Year during the term of this Agreement the amount of the Applicant's Stipulated Supplemental Payment Amount, calculated under sections 4.2 and 4.3 above for such Tax Year, exceeds the Aggregate Limit for such Tax Year, the difference between the Applicant's Stipulated Supplemental Payment Amount 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 Tax Laws, higher or lower payments that first became due prior to the effective date of any statutory change will not be adjusted.

Any of the Applicant's Stipulated Supplemental Payment Amounts which cannot be paid to the District prior to the end of year thirteen (Tax Year 2025) 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 4.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS**

- (a) All calculations required by this Article IV, including but not limited to: the calculation of the Applicant's Stipulated Supplemental Payment Amount; the determination of both the Annual Limit and the Aggregate Limit; 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 the carry forward and accumulation of any of the Applicant's Stipulated Supplemental Payment Amounts unpaid by the Applicant due to the Aggregate Limit in previous years, shall be calculated by the Third Party selected pursuant to Section 3.4.
- (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 3.6.
- (c) The payment of all amounts due under this Article IV shall be made at the time set forth in Section 3.7.

#### **Section 4.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY**

At any time during this Agreement, the Board of Trustees may, in its sole discretion, direct that the Applicant's payment under this Article IV 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 IV 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 in conformance with the provisions of Section 8.1, below. Such designation may be rescinded by the Board of Trustees, by Board action, 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 8.1.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limitation on Supplemental payments described in Section 4.4, above.

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

### **ARTICLE V**

#### **ANNUAL LIMITATION OF PAYMENTS BY APPLICANT**

##### **SECTION 5.1. ANNUAL LIMITATION AFTER FIRST THREE YEARS**

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year during the term of this Agreement after the 2015 Tax Year, 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 III and IV 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 Sections 3.4 and 3.6, 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 III and IV 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 Applicant to the District under Article III and/or Article IV with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 5.1 above, then the Applicant shall have the option to terminate this Agreement. The Applicant may exercise such option to cancel this Agreement by notifying the District of its 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 the foregoing provisions of 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. In addition to the foregoing, 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, during the Qualifying Time Period, to terminate this Agreement by notifying the District in writing of its exercise of such option. Any termination of this Agreement under the immediately preceding sentence shall be effective immediately prior to the beginning of the Tax Year immediately following the Tax Year during which such notification is delivered to the District. Upon any termination this Agreement under this Section 5.2, this Agreement shall terminate and be of no further force or effect; provided, however, that 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.

### **ARTICLE VI**

#### **TAX CREDITS**

##### **Section 6.1. APPLICANT'S ENTITLEMENT TO TAX CREDITS**

The Applicant shall be entitled to Tax Credits from the District under and in accordance with the provisions of Subchapter D of the Act and the Comptroller's Rules, provided that the

Applicant complies with the requirements under such provisions, including the filing of a completed application under Section 313.103 of the Texas Tax Code and the Comptroller's Rules.

**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 its obligations under Subchapter D of the Act and the Comptroller's Rules, including, but not limited to, such obligations set forth in Section 313.104 of the Texas Tax Code and either the Comptroller's Rules and/or Texas Education Agency rules.

**Section 6.3. COMPENSATION FOR LOSS OF TAX CREDIT PROTECTION REVENUES**

If after the Applicant has 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 Applicant in writing thereof and the circumstances surrounding the State's failure to provide such aid to the District. The Applicant 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. If the District receives aid from the State for all or any portion of a Tax Credit with respect to which the Applicant has made a payment to the District under this Section 6.3, then the District shall pay to the Applicant the amount of such aid within thirty (30) calendar days after the District's receipt thereof.

**ARTICLE VII**

**ADDITIONAL OBLIGATIONS OF APPLICANT**

**Section 7.1. DATA REQUESTS**

During the term of this Agreement, and upon the written request of one Party or by the Comptroller (the "Requesting Party"), the other Party shall provide the Requesting Party with all information reasonably necessary for the Requesting Party to determine whether the other Party is in compliance with its obligations, including any employment obligations which may arise under this Agreement. The Applicant shall allow authorized employees of the District, the Comptroller, and/or the Appraisal District to have access to the Applicant's Qualified Property and/or business records, in accordance with Texas Tax Code Section 22.07, during the term of this Agreement, 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. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) 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. 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 private personnel data, proprietary, a trade secret or confidential in nature or is subject to a confidentiality agreement with any third party or any other information that is not necessary for the District to determine the Applicant's compliance with this Agreement.

#### **Section 7.2. REPORTS TO OTHER GOVERNMENTAL AGENCIES**

The Applicant shall timely make any and all reports that are or may be required under the provisions of law or administrative regulation as a result of this Agreement, including but not limited to the annual report or certifications that may be required to be submitted by the Applicant to the Comptroller under the provisions of Texas Tax Code §313.032 and the provisions of Title 34, Part 1, Chapter 9, Subchapter F of the Texas Administrative Code. The Applicant shall forward a copy of all such required reports or certifications to the District contemporaneously with the filing thereof. Currently, the Comptroller requires an Annual Eligibility Report and the Biennial Progress Reports, Form 50-772 and 50-773 respectively, and an Application for Tax Credit, Form 50-300. The obligation to make all such required filings shall be a material obligation under this Agreement. The Applicant shall not be in default of any reporting obligation hereunder, unless the Applicant has received thirty (30) days prior notice of its reporting obligation from the District.

#### **Section 7.3. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE**

By entering into this Agreement, the Applicant warrants that:

- (a) it will abide by all of the terms of this Agreement;
- (b) it will Maintain Viable Presence in the District through the Final Termination Date of this Agreement; provided, however, that notwithstanding anything contained in this Agreement to the contrary, the Applicant shall not be in breach of this Agreement, 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; and,
- (c) it will meet the applicable minimum eligibility requirements under Texas Tax Code, Chapter 313, throughout the period from and including the Tax Year 2015 through and including the last Tax Year during the term of this Agreement with respect to which the Applicant receives the benefit of a Tax Credit.

#### **Section 7.4. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT**

(a) In the event of a Material Breach (hereinafter defined), except as provided in Section 5.2, after the notice and cure period provided by Section 7.8, then the District shall be

entitled, as its sole and exclusive remedy, to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 7.5, on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV.

(b) Notwithstanding Section 7.4(a), in the event that the District determines that the Applicant has failed to Maintain Viable Presence and provides written notice of termination of this Agreement, then the Applicant shall pay to the District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of the District ad valorem maintenance and operations taxes for all of the Tax Years for which the Tax Limitation Amount was allowed pursuant to this Agreement that are prior to the Tax 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 7.5. For purposes of this liquidated damages calculation, the Applicant shall be entitled to a credit for all payments made to the District pursuant to Article III. The Applicant shall also be entitled to a credit for any amounts paid to the District pursuant to Article IV. 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.

#### **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, 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. The District shall calculate penalty or interest for each Tax Year during the term of this Agreement since the Commencement Date 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 7.4 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.

#### **Section 7.6. MATERIAL BREACH OF AGREEMENT**

The Applicant shall be in Material Breach of this Agreement (herein so called) if it commits one or more of the following acts or omissions:

- (a.) Applicant is determined to have failed to meet its obligations to have made accurate material representations of fact in the submission of its Application as is required by Section 8.13, below.

- (b.) Applicant fails to Maintain Viable Presence in the District, as required by Section 7.3 of this Agreement, through the Final Termination Date of this Agreement.
- (c.) Applicant fails to make any payment required under Articles III or IV of this Agreement on or before its due date.
- (d.) Applicant fails to create and maintain at least the number of New Jobs it committed to create and maintain as set forth on Schedule C, Column C of its Application.
- (e.) Applicant fails to create and maintain at least the number of New Jobs it committed to create and maintain as set forth on Schedule C, Column E of its Application.
- (f.) Applicant fails to create and maintain at least Eighty Percent (80%) of all such New Jobs on the project as Qualifying Jobs.
- (g.) Applicant makes 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, in excess of the amounts set forth in Articles III and IV, above. Voluntary donations made by the Applicant to the District after the date of execution of this Agreement, and not mandated by this Agreement or made in recognition of or in consideration for this Agreement are not barred by this provision.
- (h.) Applicant fails to materially comply in any material respect with any other term of this Agreement, or the Applicant fails to meet its obligations under the applicable Comptroller's Rules, and under the Act.

#### **Section 7.7. LIMITED STATUTORY CURE OF MATERIAL BREACH**

In accordance with the provisions of Texas Tax Code §313.0275, for any full Tax Year which commences after the project has become operational, the Applicant may cure any Material Breaches of this Agreement described in Sections 7.6(d) and 7.6(e) or 7.6(f), above, without the termination of the remaining term of this Agreement. In order to cure any such non-compliance with Sections 7.6(d) and 7.6(e) or 7.6(f) for any such Tax Year, the Applicant may make the liquidated damages payment required by Texas Tax Code §313.0275(b), in accordance with the provisions of Texas Tax Code §313.0275(c).

**Section 7.8. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT**

Prior to making a determination under Section 7.4 or Section 7.6 that the Applicant is in Material Breach of this Agreement, the District shall provide the Applicant with a written notice of the facts which it believes have caused the Material Breach, 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 a Material Breach has not occurred and/or that it has cured or undertaken to cure any such Material Breach.

If the Board of Trustees is not reasonably satisfied with such response and/or that such Material 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 Material Breach has occurred and, if so, whether such Material 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 whether or not a Material Breach has occurred, the date such Material Breach occurred, if any, and whether or not any such Material Breach has been cured. Except as otherwise provided in Section 7.7, in the event that the Board of Trustees determines that such a Material Breach has occurred and has not been cured, it shall also terminate this Agreement and determine the amount of recaptured taxes under Section 7.4 (net of all credits under Section 7.4), and the amount of any penalty and/or interest under Section 7.5 that are owed to the District.

After making its determination regarding any alleged Material 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").

**Section 7.9. DISPUTE RESOLUTION**

After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, 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's receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 7.8, 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 Jefferson 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.

In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, the District shall have the remedies for the collection of the amounts determined under Section 7.8 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 Applicant shall also be responsible for the payment of reasonable attorney's fees and a tax lien on the Applicant's Qualified Property and the Applicant's Qualified Investment pursuant to Texas Tax Code §33.07 to the attorneys representing the District pursuant to Texas Tax Code §6.30. In the event that the Applicant is a prevailing party in any such legal proceedings under this section, the District shall be responsible for the payment of the Applicant's reasonable attorney's fees.

In any event where a dispute between the District and the Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section 7.9, either the District or the Applicant 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 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.

#### **Section 7.10. LIMITATION OF OTHER DAMAGES**

Notwithstanding anything contained in this Agreement to the contrary, the District's damages for any default shall under no circumstances exceed the greater of either any amounts calculated under Sections 7.4 and 7.5 above, or the monetary sum of the difference between the payments and credits due and owing to the Applicant at the time of such default and the District taxes that would have been lawfully payable to the District had this Agreement not been executed. 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 7.10 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

#### **Section 7.11. BINDING ON SUCCESSORS**

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.

### **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:

Dr. Timothy Chargois, Superintendent  
**BEAUMONT INDEPENDENT SCHOOL DISTRICT**  
3395 Harrison Avenue.  
Beaumont, Texas 77706-5184  
Fax: (409) 617-5184

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 Applicant.

Notices to the Applicant shall be addressed to:

David Fick, Tax Executive  
**LUCITE INTERNATIONAL, INC.**  
7275 Goodlett Farms Parkway  
Cordova, Tennessee 38016  
Fax: xxx-xxx-xxxx  
E-mail: david.Fivk@lucite.com

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

### Section 8.2. EFFECTIVE DATE, TERMINATION OF AGREEMENT

- (a) This Agreement shall be and become effective on the date of final approval of this Agreement by the Board of Trustees,
- (b) The obligation to Maintain Viable Presence under this Agreement shall remain in full force and effect through the Final Termination Date.

- (c) In the event that the Applicant fails to make a Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00), or greater, during the Qualifying Time Period, this Agreement shall become null and void on December 31, 2014.

### **Section 8.3. AMENDMENTS TO AGREEMENT; WAIVERS**

This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. 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. By official action of the Board of Trustees, this Agreement may be amended to include, in the Applicant's Qualified Investment, additional or replacement Qualified Property or Qualified Investment not specified in **EXHIBIT 3**, provided that the Applicant reports to the District, the Comptroller, and the Appraisal District, in the same format, style, and presentation as the Application, all relevant investment, value, and employment information that is related to the additional or replacement property. Any amendment of this Agreement adding additional or replacement Qualified Property or Qualified Investment pursuant to this Section 8.3 shall, (1) require that all property added by amendment be eligible property as defined by Texas Tax Code, §313.024; (2) clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and (3) define minimum eligibility requirements for the recipient of limited value. This Agreement may not be amended to extend the value limitation time period beyond its eight-year statutory term.

### **Section 8.4. ASSIGNMENT**

The Applicant may assign this Agreement, or a portion of this Agreement, to an Affiliate or a new owner or lessee of all or a portion of the Applicant's Qualified Property and/or the Applicant's Qualified Investment, provided that the Applicant shall provide written notice of such assignment to the District. Upon such assignment, the Applicant's assignee will be liable to the District for outstanding taxes or other obligations arising under this Agreement. A recipient of limited value under Texas Tax Code, Chapter 313 shall notify immediately the District, the Comptroller, and the Appraisal District in writing of any change in address or other contact information for the owner of the property subject to the limitation agreement for the purposes of Texas Tax Code §313.032. The assignee's or its reporting entity's Texas Taxpayer Identification Number shall be included in the notification.

### **Section 8.5. 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 8.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS**

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

**Section 8.7. 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 Jefferson County, Texas.

**Section 8.8. 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 8.9. 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 a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 8.9, 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 8.10. PAYMENT OF EXPENSES**

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, (i) 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 8.11. INTERPRETATION**

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. 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. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

#### **Section 8.12. 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 8.13. ACCURACY OF REPRESENTATIONS CONTAINED IN APPLICATION**

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application. The Applicant warrants that to the best of Applicant’s knowledge all material representations, information, and facts contained in the Application are true and correct. The parties further agree that the Application and all the attachments thereto are included by reference into this Agreement as if set forth herein in full.

In the event that the Board of Trustees, after completing the procedures required by Sections 7.8 and 7.9 of this Agreement, makes a written determination that the Application was either incomplete or inaccurate as to any material representation, information, or fact, this Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Texas Administrative Code §9.1053(f)(2)(K).

#### **Section 8.14. 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; the approved and executed copy of this Agreement or any amendment thereto; and each application requesting Tax Credits under Texas Tax Code §313.103, as follows:

- a. Within seven (7) days 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 8.14 does not require the publication of information that is confidential under Texas Tax Code §313.028.

*IN WITNESS WHEREOF*, this Agreement has been executed by the Parties in multiple originals on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**LUCITE INTERNATIONAL, INC.**

**BEAUMONT INDEPENDENT SCHOOL DISTRICT**

By:   
~~DAVID FICK~~  
~~Tax Executive~~  
BRENT LONG  
VP FINANCE

By:   
WOODROW REECE  
President  
Board of Trustees

**ATTEST:**

\_\_\_\_\_  
**TERRY D. WILLIAMS**  
Secretary  
Board of Trustees

## **EXHIBIT 1**

### **DESCRIPTION OF QUALIFIED REINVESTMENT ZONE**

*Lucite International LLC Reinvestment Zone* was originally created on March 14, 2011 by action of the Jefferson County Commissioners Court. A map of *Lucite International LLC Reinvestment Zone* is attached as the last page of this **EXHIBIT 1**.

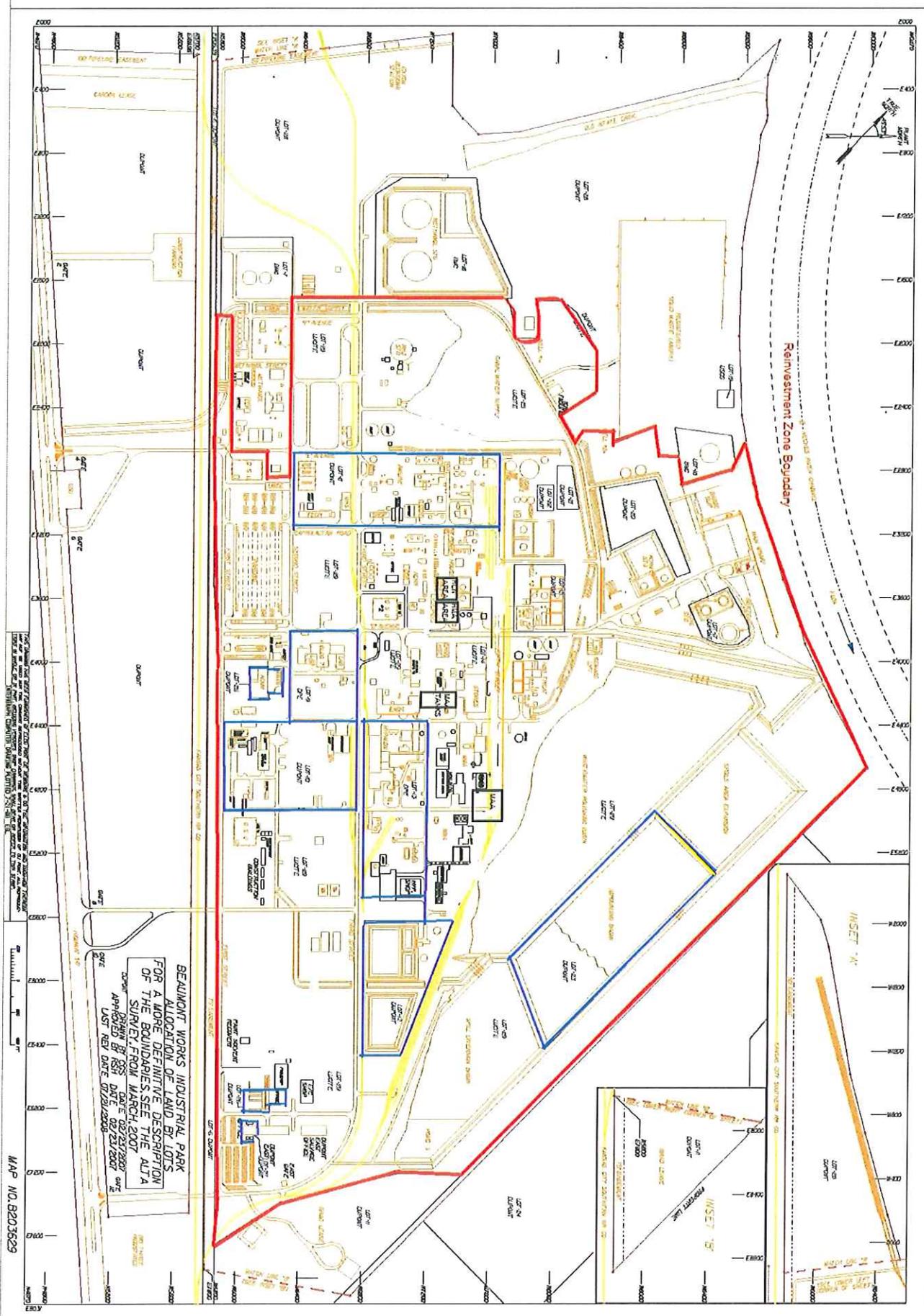
As a result of the action of the Jefferson County Commissioners Court, *Lucite International LLC Reinvestment Zone* includes real property within Jefferson County, Texas, more specifically described as follows:

## EXHIBIT 2

### LOCATION OF QUALIFIED INVESTMENT/QUALIFIED PROPERTY

All Qualified Property owned by Applicant and located within the boundaries of both the Beaumont Independent School District and *Lucite International Reinvestment Zone* will be included in and subject to this Agreement. The rectangles in black on the map attached as the last page of this exhibit represent the areas of the project site where the qualified property will reside. Specifically, all Qualified Property of Applicant located in the following sections of land is included, to wit:

Areas outlined in blue are excluded from the Reinvestment Zone



BEAUMONT WORKS INDUSTRIAL PARK  
ALLOCATION OF LAND BY LOTS  
FOR A MORE DEFINITIVE DESCRIPTION  
OF THE BOUNDARIES SEE THE ALTA  
SURVEY FROM MARCH, 2007  
APPROVED BY RSD DATE 02/23/2007  
LAST REV DATE 07/29/2008

## **EXHIBIT 3**

### **DESCRIPTION OF THE APPLICANT'S QUALIFIED INVESTMENT/QUALIFIED PROPERTY**

#### **1. HCN Plant:**

This part of the project will provide facilities to produce HCN used in the manufacture of MMA. Major items of equipment that will be constructed for this phase of the project will include:

- HCN Column
- HCN Column Reflux Drum
- Rich/Lean Circulation Water Heat Exchangers
- Pumps
- Absorber Column
- Waste Water Column
- Packed Scrubber

This part of the project will also include any other necessary equipment to construct a fully functioning HCN manufacturing plant.

#### **2. Ammonia Recovery System:**

This part of the project will consist of an Ammonia Recovery System designed be to recover unreacted ammonia to recycle it back into the HCN process. Major items of equipment that will be constructed for this phase of the project will include:

- Ammonia Absorber
- HCN Phosphate Stripper
- Ammonia Stripper
- Ammonia Rectifier

This part of the project will also include any other necessary equipment to construct a fully functioning Ammonia Recovery System.

#### **3. MAA Manufacturing Plant:**

**Agreement for Limitation on Appraised Value**  
Between Beaumont Independent School District and Lucite International, Inc.  
Texas Comptroller Application No. 211  
December 20, 2012

This part of the project will consist of facilities to produce MAA. Major items of equipment that will be used in the construction include:

- Reactors
- Decanters
- Afterboiler
- Heavies Removal Column
- Water Stripper Column
- Product Rectifier Column
- Pumps
- Tanks

This part of the project will also include any other necessary equipment to construct a fully functioning MAA manufacturing plant , which is estimated to be operational by Q4 2014 or Q1 2015.