

AGENDA

**Port Freeport
Finance Advisory Committee
Special Meeting
Wednesday, November 17, 2021, 12:05 pm - 12:45 pm
In Person & Videoconference - Administration Building - 1100 Cherry Street - Freeport**

This meeting may be attended virtually or in person.

The meeting will be conducted pursuant to Section 551.127 of the Texas Government Code titled "Videoconference Call." This statute provides public officials, employees and members of the public may participate remotely in a public meeting by videoconference call. The Port Commission is utilizing this existing statute to ensure the greatest amount of access to the public and ensure the ability of all Commissioners to participate in meetings.

The quorum of the Port Commission will be located at the Commissioner Meeting Room located at 1100 Cherry Street, Freeport, Texas ("Meeting Location"). The Port Commission intends to have a quorum at the Meeting Location. The presiding Commissioner of this meeting will be physically present at the Meeting Location. The public will be permitted to physically attend the meeting at the Meeting Location.

Public comment will be available at the beginning of the meeting during the agenda item devoted to public comment. Public comment may be communicated virtually and in person, but in either event public comment will be limited to 5 minutes per participant and must be communicated verbally. Following public comment, the public will not be permitted to communicate with the Port Commission.

This meeting agenda and agenda packet is posted online at www.portfreeport.com

The videoconference is available online as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/85197187166?pwd=M3ZVcFZlK1YzQ1IXbWN3M1h2VEphUT09>

Meeting ID: 851 9718 7166

Passcode: 963880

Dial by your location

1 346 248 7799 US (Houston)

1 253 215 8782 US (Tacoma)

1 669 900 9128 US (San Jose)

1 312 626 6799 US (Chicago)

1 646 558 8656 US (New York)

1 301 715 8592 US (Washington DC)

Meeting ID: 851 9718 7166

Find your local number: <https://us02web.zoom.us/j/kdzKR4oN>

1. Committee Members: Croft (Chairman), Pirtle, Giesecke
2. CONVENE OPEN SESSION in accordance with Texas Government Code Section 551.001, et. seq., to review and consider the following:
3. Roll Call.
4. Public Comment. (Public comment will be limited to 5 minutes per participant and can be completed in person or virtually)

5. Review of quarterly investment reports, portfolio allocation and investment strategies.
6. Discussion regarding contribution to fund Port reserves for capital improvements.
7. Discussion regarding the application for tax abatement between Port Freeport and Maxter Healthcare Inc. regarding a \$340 million medical glove manufacturing facility for property located in Brazoria County Reinvestment Zone 21-05, approving Tax Abatement Agreement on the same terms and conditions as granted to Maxter Healthcare Inc. by Brazoria County and authorizing Chairman and Secretary to execute said agreement.
8. Adjourn.

The Committee does not anticipate going into a closed session under Chapter 551 of the Texas Government Code at this meeting for any other items on the agenda, however, if necessary, the Committee may go into a closed session as permitted by law regarding any item on the agenda.



Phyllis Saathoff, Executive Director/CEO

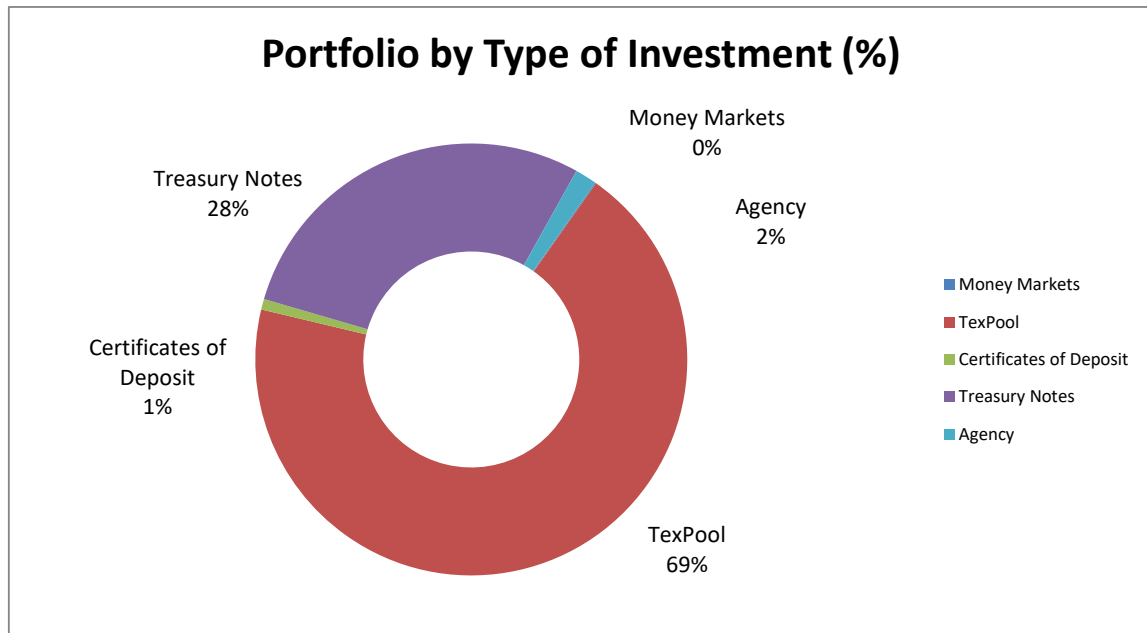
PORT FREEPORT

In compliance with the Americans with Disabilities Act, the District will provide for reasonable accommodations for persons attending its functions. Requests should be received at least 24 hours in advance.

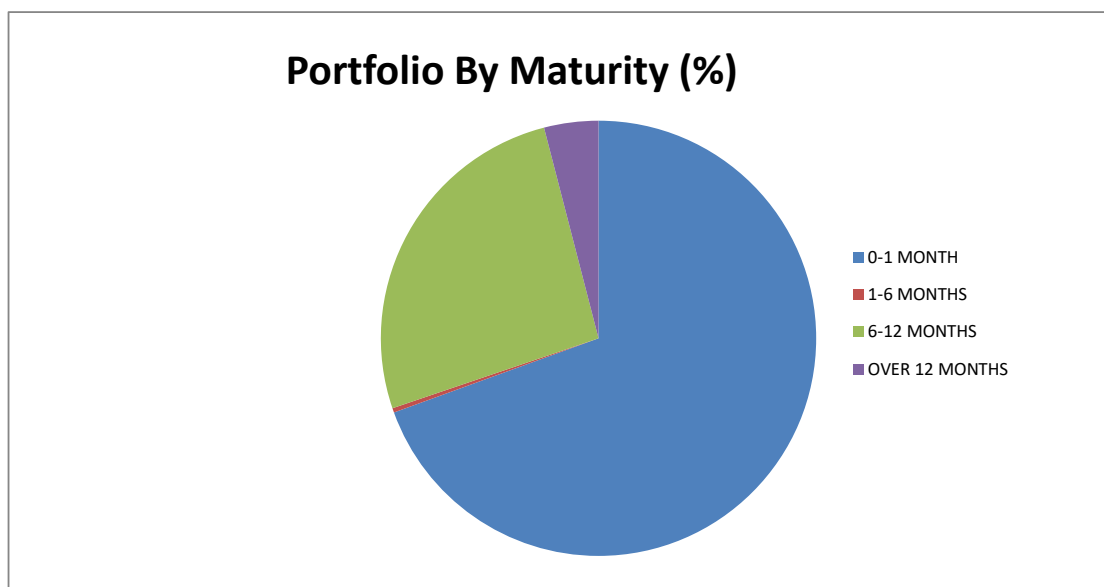
Port Freeport
Finance Committee Investment Review

Portfolio position as of 9/30/21

Money Markets	\$	125,290	0.1%
TexPool		100,557,838	68.9%
Certificates of Deposit		1,155,000	0.8%
Treasury Notes		41,706,000	28.6%
Agency		2,370,000	1.6%
TOTAL	\$	145,914,128	



10/1/21-12/31/21 MATURITIES \$ 675,000



Port Freeport
Finance Committee Investment Review

	Unrestricted:	Restricted:
Current Cash & Money Market:		
Cash & MM accounts	\$ 8,855,861	125,290
Texpool	\$ 48,724,883	51,832,955
Maturing in next 90 days:		
Oct-21	-	675,000
Nov-21	-	-
Dec-21	-	-
Total Funds Available	<u>\$ 57,580,744</u>	<u>\$ 52,633,245</u>

Estimated Cash Flow For Next Quarter

Estimated Revenues	\$ 10,496,682	\$ -
Estimated expenses	(3,266,193)	
Debt Service		(3,650,426)
Port Improvement Projects, estimated	(1,000,000)	-
2019 & 2021 G.O. Bond Project Funds		-
2019B Revenue Bond Project Funds		(5,940,541)
2021 Revenue Bond Project Funds		(12,708,199)
Total Cash Flow	<u>\$ 6,230,489</u>	<u>\$ (22,299,166)</u>

Excess (Shortfall) Cash Available for Investment \$ 63,811,233 \$ 30,334,079

Recommendation for excess cash- subject to market conditions:

Investments:			
Cash & MM accounts	3,589,668	125,290	
Texpool	45,221,565	29,533,789	
3 month investment	5,000,000	-	
6-12 month investment	5,000,000	-	Agencies,Treasuries, Municipal or CD's ☐
12-18 month investment	5,000,000	-	Agencies,Treasuries, Municipal or CD's ☐
18 month investment	-	-	Agencies,Treasuries, Municipal or CD's ☐
24 month investment	-	-	Agencies,Treasuries, Municipal or CD's ☐
36 month investment		675,000	Agencies,Treasuries, Municipal or CD's ☐
60 month investment	-	-	Agencies,Treasuries, Municipal or CD's ☐
Total investment recommendations	<u>\$ 63,811,233</u>	<u>\$ 30,334,079</u>	

☐ Subject to Market Conditions/Interest Rate Conditions and Evaluated Daily.

Port Freeport
 Finance Committee Investment Review
 rates as of: 10/12/2021

	Texpool	MM-Hilltop	CD's	Tbill/Note	Callable Agency	Bullet Agency
MM	0.0362%	0.010%				
3 month			0.150%	0.050%		
6 month			0.200%	0.050%		
12 month			0.250%	0.090%		
18 month			0.300%	0.220%		
24 month			0.350%	0.340%		
36 month			0.500%	0.600%	0.660%	

Agencies Available:

Federal Home Loan Bank -FHLB
 Fannie Mae-FNMA
 Freddie Mac - FHLMC
 Federal Farm Credit Bank - FFCB

RESOLUTION TO FUND PORT RESERVE FOR CAPITAL IMPROVEMENTS

At a regular meeting of the Port Commission of Port Freeport held in the office of said Port at 1100 Cherry Street, Freeport, Texas, on the 17th day of November 2021, among other business came on to be considered the following resolution, which upon motion duly made and seconded was adopted by the vote of all Commissioners present.

FINDINGS

1. Due and proper notice of the date, time, place and purpose of this meeting has been duly given in accordance with the provisions of the Texas Open Meetings Act, and such meeting has been conducted in accordance with said Open Meetings Act.
2. The Port has levied an operation and maintenance tax rate of \$0.023394 per \$100 of assessed valuation for tax year 2021, which is expected to produce maintenance and operations tax revenues of \$3,627,381 to be applied to pay maintenance and operations expenses of the Port.
3. Pursuant to the Port's Master Resolution Approving a Revenue Financing System and the supplemental resolutions adopted thereunder, the Port may utilize revenues available after paying operations and maintenance expenses, paying debt service on outstanding revenue obligations, establishing and replenishing debt service reserve funds, and paying other obligations payable from revenues of the Port for any lawful purposes of the Port.
4. The Port previously established a Port Reserve for Capital Improvements account for the purpose of funding Freeport harbor improvements, capital and maintenance dredging, dredge disposal area improvements, land purchased and any other approved Port capital improvements or capital maintenance items.
5. The Port desires to transfer \$3,627,381 from Port revenues available following the payment of the amounts described in the paragraph 3, above, into the Port Reserve for Capital Improvements.
6. Each fiscal year, the Commission shall review such Port Reserve for Capital Improvements fund balance and approve the amount of contributions to and use of funds from such account.

NOW, THEREFORE, BE IT RESOLVED, that the Port having authorized the creation of the Port Reserve for Capital Improvements effective October 22, 2015, directs that \$3,627,381 of available revenues be placed into the Port Reserve for Capital Improvements.



1100 CHERRY ST. • FREEPORT, TX 77541
(979) 233-2667 • 1 (800) 362-5743 • FAX: (979) 373-0023
WWW.PORTFREEPORT.COM

TO: Port Commissioners
Executive Director/CEO

FROM: Rob Lowe

DATE: October 17, 2021

SUBJECT: Application for Tax Abatement in Port Freeport by Maxter Healthcare Inc. for a proposed medical/surgical gloves manufacturing facility.

Maxter Healthcare Inc is evaluating the construction of a manufacturing facility to produce medical/surgical gloves. The proposed site is within Brazoria County's Reinvestment Zone 21-05, at the intersection of County Road 52 and County Road 48, just west of Hwy 288.

Maxter Healthcare Inc. tax abatement considerations:

- \$340,000,000 investment
- Seven-year term of tax abatement (2023 through 2029)
- Estimated value of \$285,000,000 after abatement expires
- Permanent jobs created – 750
 - 100 at start up
 - 250 within one year
- Construction jobs created – 25 at start, 300 at peak, 35 at finish

Brazoria County Commissioners' Court is holding a public meeting on October 26, 2021 to consider the abatement.

PORT COMMISSION

JOHN HOSS, CHAIRMAN; RUDY SANTOS, VICE CHAIRMAN; DAN CROFT, SECRETARY; ROB GIESECKE, ASST. SECRETARY;
RAVI K. SINGHANIA, COMMISSIONER; SHANE PIRTLE, COMMISSIONER; PHYLLIS SAATHOFF, EXECUTIVE DIRECTOR/CEO

APPLICATION FOR TAX ABATEMENT IN PORT FREEPORT IN BRAZORIA COUNTY, TEXAS

INSTRUCTIONS FOR COMPLETION OF APPLICATION:

1. Attach additional pages if there is not enough space allotted to answer questions on the application.
2. Applicants and projects must meet the requirements established by the Brazoria County Guidelines and Criteria (attached) in order to receive positive consideration. **PLEASE READ THE CRITERIA PRIOR TO COMPLETING THE APPLICATION.**
3. Applicants must submit an application processing fee in the amount of ONE THOUSAND & NO/100 (\$1,000.00) DOLLARS to cover costs of legal notices to be published.
4. Applicants must submit an adequately definitive legal description that sufficiently describes the tract(s) of land comprising the proposed tax abatement area (reinvestment zone) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment and such applications will not be considered for hearing until corrected.
5. Applicant must submit the attached "Certification of Appraised Value of Properties" form, which is a part of this application. This certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria County Appraisal District.

PART I APPLICANT'S INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders. Other applicants and new companies should attach a statement showing (1) when the company was established; (2) business references [name, contact and telephone number of principal bank, accountant and attorney]; and (3) may be required to submit an audited financial statement and business plan. **Attach as Exhibit "A".**

PARTS II & III PROJECT INFORMATION

Only facilities listed in Section 2(a) of the Guidelines may receive abatement without applying for a variance. Check guidelines definitions in Section 1 to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility, or other basic industry, include the following items: (1) market studies; (2) business plans; and (3) agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the Brazoria County region. See Part III of the Application – Required Exhibits.

PART IV ECONOMIC IMPACT INFORMATION

Permanent Employment Estimates

In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site

The value on January 1 preceding abatement should be the value established by the Brazoria County Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least one million dollars after the period of abatement expires. Projections of value should be a “best estimate” based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc. **Attach as Exhibit “B”.**

PARTS V & VI

Self-explanatory.

**APPLICATION FOR TAX ABATEMENT IN
PORT FREEPORT IN
BRAZORIA COUNTY, TEXAS**

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumes conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE SUBMITTED TO:

**CHIEF FINANCIAL OFFICER
PORT FREEPORT
1100 CHERRY STREET
FREEPORT, TEXAS 77541**

PART I - APPLICANT INFORMATION

Company Name: Maxter Healthcare Inc. Submittal Date: 10-7-21
Address/City: 1899 Sequoia Drive, Aurora, Illinois 60506
Phone: (630) 898-8886
Name/Address/Phone of Company Contact on this Project: Mr. Stanley Thai, President
1899 Sequoia Drive, Aurora, Illinois 60506
(630) 898-8886
E-mail address of Company Contact: maxterusa@aol.com
Type of Structure: Corporation ☒ Partnership () Proprietorship ()
Total number employed: 3,800* Corporate Annual Sales Per Year: ~\$500M
Annual Report Submitted: Yes ☒ No () (see instructions)
* employees are for the parent company. Maxter Healthcare has no employees yet.

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	<input checked="" type="checkbox"/>	Regional Distribution	<input checked="" type="checkbox"/>
Regional Service	<input type="checkbox"/>	Regional Entertainment Center	<input type="checkbox"/>
Research	<input checked="" type="checkbox"/>	Other Basic Industry	<input type="checkbox"/>

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: 7 years Percentage Requested: 100%

Proposed facility located in the following taxing jurisdictions:

School District:	<u>Alvin ISD</u>
College District:	<u>Alvin Community College</u>
Drainage District:	<u>Brazoria County Drainage District #5 (Iowa Colony)</u>
Hospital District:	<u>Brazoria County Emergency District #3</u>
City:	<u>Alvin ETJ</u>
Other Taxing Jurisdictions:	<u>Port Freeport</u>
Describe Product or service to be provided:	<u>Medical/Surgical gloves (PPE) NAICS 339113/339112</u>

This application is for a: New Plant (✓) Expansion () Modernization ()

PART III – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit “E”.**

If applicable, please describe, any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART IV – ECONOMIC IMPACT INFORMATION

- A. Estimated cost of improvements: ~\$340 million
- B. Permanent employment estimates:
If existing facility, the current plant employment: 0
Estimated number of plant jobs retained: (0) Jobs created: (750+)
Number of employees anticipated at start-up: (100) within one year (250)
- C. Construction employment estimates:
Construction to start: Month: ~Q1 Year: 2022
Construction to be completed: Month: Q4 Year: 2022/ Q2 2023
Number of construction jobs anticipated:
At start: 25 Peak: 300 Finish: 35

- E. City Impact estimates:
 Volume of treated water required from city: **none: self-sourced**
 Volume of effluent water to be treated by city: **none: self-treated**

Has permitting been started Yes () No (✓)

Page 5

Estimated value of Personal Property and improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:

\$ ~1,000,000 \$ 0

Estimated value of abated improvements at the completion of construction:

\$ ~285,000,000

Estimated value of Tangible Personal Property, **subject to abatement**:

\$ ~45,000,000

Estimated value of abated improvements after abatement agreement expires:

\$ ~285,000,000

Estimated value of abated Tangible Personal Property, after abatement agreement expires:

\$ ~37,000,000

Estimated value, upon completion of project, of exempt pollution control equipment:

\$ ~9,000,000

**note: These are estimates only. By law, BCLAD assesses and determines property values.*

G. Minimum Production Life of Equipment: 15 – 25 years

H. Variance: Is a variance being sought under any provision of the “Guidelines”?

Yes () No (☒) If “Yes”, attach any supplementary information required. **Attach Exhibit “G”.**

I. Statement on planned efforts to use Brazoria County Vendors and Services: Please attach a statement describing willingness and planned efforts to use qualified Brazoria County vendors and services where applicable in the construction and operation of the facility. (See Section 2 (h) (6) of the Guidelines and Criteria for Granting Tax Abatement.). **Attach Exhibit “H”.**

J. Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit “I”.**

PART V – OTHER AGREEMENT APPLICATIONS

Has the Company made application for abatement for this project to other taxing jurisdictions or counties?

Yes (☒) No ()

If “Yes”, provide (1) dates of application; (2) hearing dates; (3) name of jurisdiction(s) and contact(s); and letters of intent to abate. Attach as **Exhibit “J”**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.



Company Official Signature

Stanley Thai, Founder and President

Printed Name & Title of Company Official

REQUIRED ATTACHMENTS

- EXHIBIT "A" – Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan.**
- EXHIBIT "B" – Certification of Appraised Value of Properties as of January 1, 2021**
- EXHIBIT "C" – Proposed Facility Address and Legal Description**
- EXHIBIT "D" – Map Showing Site**
- EXHIBIT "E" – Project Description including Time Schedule for Undertaking and Completing Project**
- EXHIBIT "F" – Planned Water and Sewer Treatment Methods and Disposal of Effluent**
- EXHIBIT "G" – Letter/Statement regarding Variance Requests**
- EXHIBIT "H" – Statement on Planned Use of Brazoria County Vendors**
- EXHIBIT "I" – Detailed Itemized List of Tangible Personal Property requesting to be abated.**
- EXHIBIT "J" – Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "B"

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 2021

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: _____

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2021, for property of _____ described in **Exhibit B-1** attached hereto are listed in the records of Brazoria County Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY

APPRAISED VALUE

Account No. _____ \$ _____

Account No. _____ \$ _____

LAND

Account No. _____ \$ _____

Account No. _____ \$ _____

Account No. _____ \$ _____

IMPROVEMENTS

Account No. _____ \$ _____

Account No. _____ \$ _____

Account No. _____ \$ _____

Certified this _____ day of _____, 20____.

**CHIEF APPRAISER
BRAZORIA COUNTY APPRAISAL DISTRICT**

BY: _____

EXHIBIT

A



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WWW.PORTFREEPORT.COM

For a copy of the complete Supermax Corporation Berhad 2020 Annual Report, please contact Port Freeport CFO, Rob Lowe via email at lowe@portfreeport.com or by calling 979-233-2667 ext.4366.

PORT COMMISSION

JOHN HOSS, CHAIRMAN; **RUDY SANTOS**, VICE CHAIRMAN; **DAN CROFT**, SECRETARY; **ROB GIESECKE**, ASST. SECRETARY;
RAVI K. SINGHANIA, COMMISSIONER; **SHANE PIRTLE**, COMMISSIONER; **PHYLLIS SAATHOFF**, EXECUTIVE DIRECTOR/CEO

EXHIBIT B – Value of Existing Property
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

Please see attached Brazoria County Appraisal District (BCAD) value certification behind this page for the certified value of the existing land.

**BRAZORIA COUNTY APPRAISAL DISTRICT
CERTIFICATION OF APPRAISED VALUE OF PROPERTIES
AS OF JANUARY 1, 2021**

TO: BRAZORIA COUNTY

FROM: BRAZORIA COUNTY APPRAISAL DISTRICT

DATE: July 23, 2021

The Brazoria County Appraisal District hereby certifies that the following appraised values as of January 1, 2021, for property of "MOWERY CURTIS J III & RODNEY C & CURTIS J JR" described in Exhibit "A" attached hereto are listed in the records of the Brazoria County Appraisal District and indicated by the following account numbers:

<u>PERSONAL PROPERTY ACCOUNT(S)</u>	<u>MARKET VALUE</u>	<u>APPRAISED VALUE</u>
-------------------------------------	---------------------	------------------------

N/A

LAND ACCOUNT(S)

0536-0008-130*

\$854,410

\$70,420

IMPROVEMENT ACCOUNT(S)

N/A

*215.00 ACRES @ \$3,640 = \$782,600
Ag Value = \$64,500

Certified this 23th day of July 2021.

BRAZORIA COUNTY APPRAISAL DISTRICT

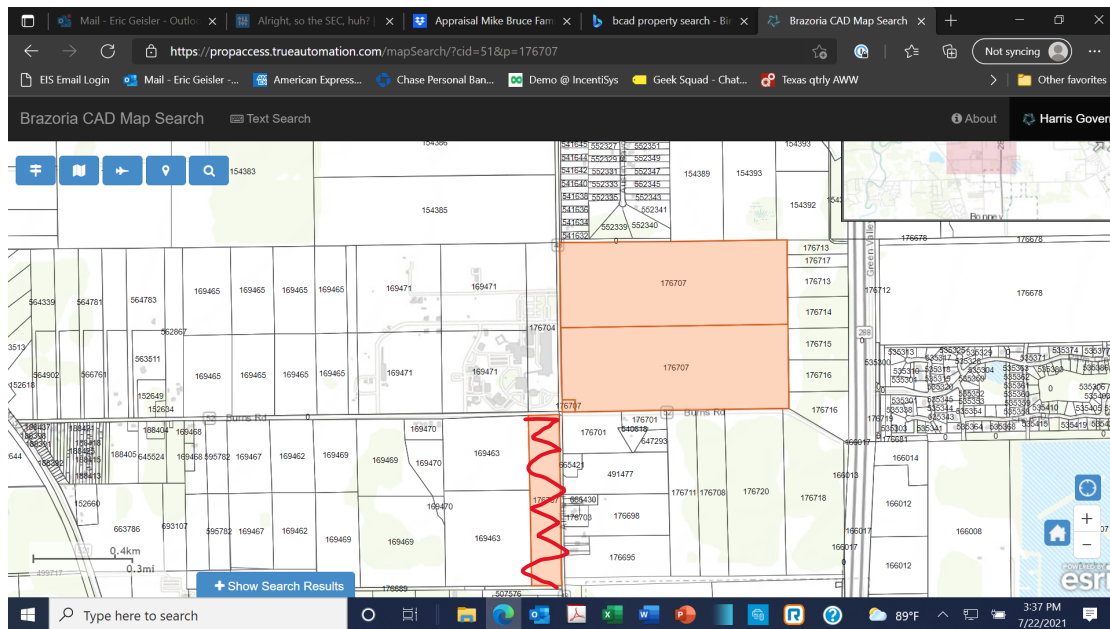

Al Baird, Chief Appraiser

EXHIBIT C – Address and Legal Description of Proposed Property
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

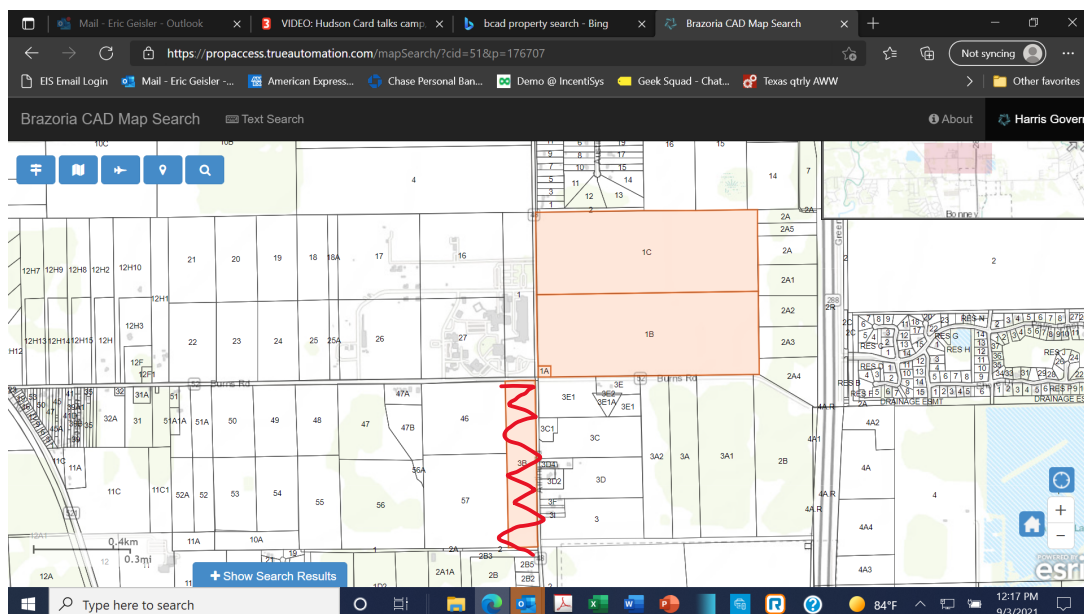
The proposed complex will be constructed on ~200+ acres (currently vacant) in the City of Alvin ETJ at the intersection of County Road 52 and County Road 48, just west of Hwy 288.

A survey of the defined property is in progress but not yet available. So, please see below information about the site, the boundary of a proposed Reinvestment Zone, applicable parcels and BCAD information about the site.

Parcels from BCAD to be included in Reinvestment Zone. ~~~~~ Designates parcel/area not to be included in Reinvestment Zone.



Tract numbers (1A, 1B, 1C from BCAD) to be included in Reinvestment Zone. ~~~~~ Designates tract 3B, which is not to be included in Reinvestment Zone:



**EXHIBIT C – Address and Legal Description of Proposed Property
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.**

Brazoria County Appraisal District property account information:

Account

Property ID:	176707	Legal Description:	A0536 C M HAYS TRACT 1A-1B-1C-3B ACRES 234.728
Geographic ID:	0536-0008-130	Zoning:	10-12-12 CJC
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	COUNTY ROAD 48	Mapsco:	SAL168
Neighborhood:	SAL-SOUTHWEST	Map ID:	
Neighborhood CD:	SAL.SW		

Owner

Name:	MOWERY CURTIS J III & RODNEY C & CURTIS J JR	Owner ID:	1074947
Mailing Address:	131 COUNTY ROAD 42 ROSHARON, TX 77583-6505	% Ownership:	100.0%

County: Brazoria
Project: Terra Rosharon
M&B No: 21-170
CS Job No: 21121

METES AND BOUNDS DESCRIPTION OF 214.559 ACRES

Being a tract of land containing 214.559 acres, located in the Lavaca Land Navigation Company Survey, Section 12, Abstract 536, in Brazoria County, Texas; Said 214.559 acre tract being all of a called 214.559 acre tract of land recorded in the name of Curtis Joe Mowery, Et. Al., in Brazoria County Clerk's File Number (B.C.C.F. No.) 1998020702; Said 214.559 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, of 1983, South Central Zone):

BEGINNING, at a 5/8-inch iron rod found at the southwest corner of said 214.559 acre tract and the herein described tract, same being the northwest corner of a called 25 acre tract of land recorded in the name of Stent Assets, LLC, in B.C.C.F. No. 2017047100, on the east Right-of-Way (R.O.W.) line of County Road 48 (sixty feet wide as monumented);

THENCE, North 02° 35' 02" West, with the west line of said 214.559 acre tract and with the east R.O.W. line of said County Road 48, a distance of 2,643.13 feet to a 5/8-inch iron rod found at the northwest corner of said 214.559 acre tract and the herein described tract;

THENCE, North 87° 32' 34" East, with the north line of said 214.559 acre tract, at a distance of 1,744.96 feet pass the southwest corner of a called 115.388 acre tract of land recorded in the name of Old South Plantation, Inc., in B.C.C.F. No. 1997017454, continuing with the north line of said 214.559 acre tract and the south line of said 11.388 acre tract a total distance of 3,546.11 feet to a one-inch iron pipe found at the northeast corner of said 214.559 acre tract and the herein described tract, same being the northwest corner of the north remainder of a called 14.69 acre tract of land recorded in the name of Talmadge Layne Crowe, Jr., in B.C.C.F. No. 19996001230;

THENCE, South 02° 35' 02" East, with the east line of said 214.559 acre tract and the west lines of said north remainder tract, a called 5.000 acre tract of land recorded in the name of Rene Fallena Cohen, Et. Al., in Volume 1758, Page 74, of the Brazoria County Deed Records (B.C.D.R.), the south remainder of said 14.69 acre tract, a called 10.859 acre tract of land recorded in the name of Marcos and Moises Romano in Volume 1733, Page 454, of the B.C.D.R., a called 10.859 acre tract of land recorded in the name of Salomon and Elias Romano Cohen in B.C.C.F. No. 2013030368, a called 10.859 acre tract of land recorded in the name of Moises and Nessim Romano in B.C.C.F. No. 2013027492, and a called 10.859 acre tract of land recorded in the name of Jose Romano, Et. Al., in Volume 1733, Page 472, of the B.C.D.R., respectively, a distance of 2,628.12 feet to a 3/4-inch iron pipe found at the southeast corner of said 214.559 acre tract and the herein described tract, same being the westerly southwest corner of said 10.859 acre Jose Romano, Et. Al. tract, on the north line of a called 164.653 acre tract of land recorded in the name of Peter S. Terpstra, Trustee, in B.C.C.F. No. 1994014323;

EXHIBIT __, PAGE 2 OF 2 PAGES

THENCE, South 87° 18' 01" West, with the south line of said 214.559 acre tract and with the north lines of said 164.653 acre tract and aforesaid 25 acre tract, at a distance of 1,911.10 feet pass a 3/4-inch iron rod found at the northwest corner of said 164.653 acre tract and the northeast corner of aforesaid 25 acre tract, continuing in all a distance of 3,546.10 feet to the **POINT OF BEGINNING** and containing 214.559 acres of land.

An ALTA/NSPS Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.

Chris Rhodes, R.P.L.S.
Texas Registration Number 6532

CIVIL-SURV LAND SURVEYING, LC
PH: (713) 839-9181
September 3, 2021



EXHIBIT D
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

Location and outline of property/area to be included in Reinvestment Zone.

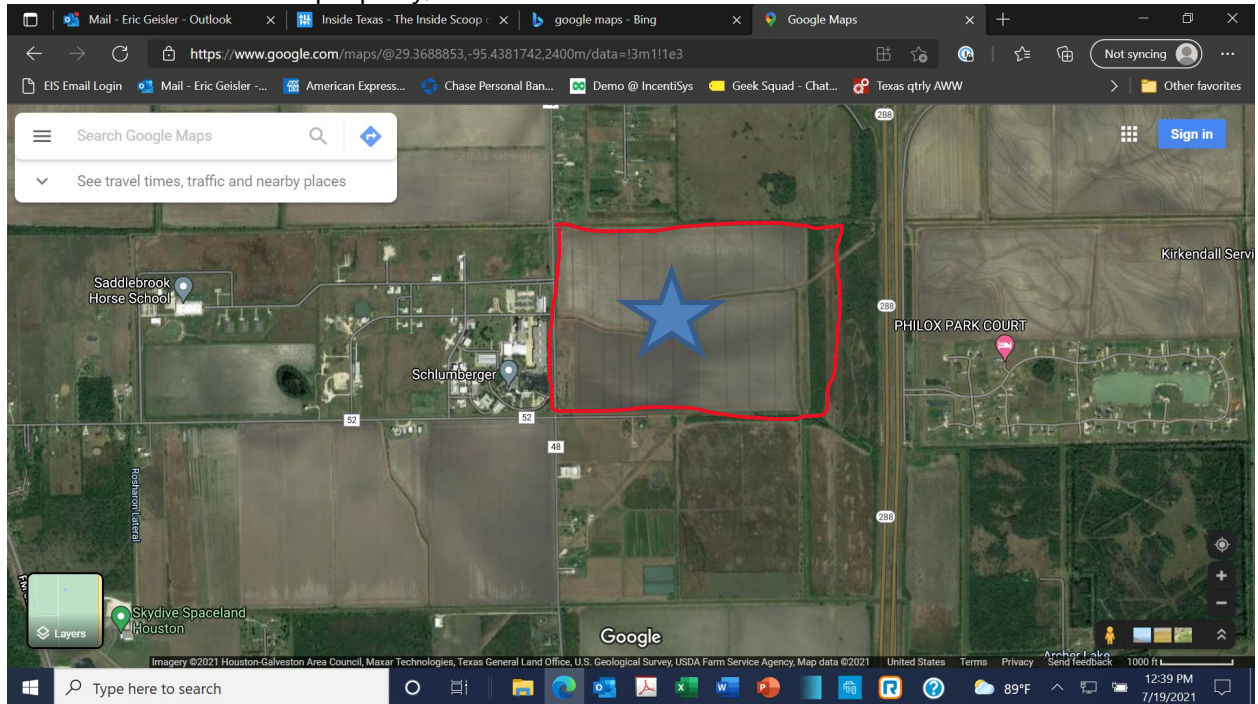


EXHIBIT E
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

Maxter Healthcare Inc. is proposing to build up an estimated 2.4 million square feet of manufacturing, office, R&D and distribution space to manufacture medical/surgical gloves (PPE) for the Texas market and to meet the requirements of its US government contract. This project will be the company's first US manufacturing facility (18th overall) with a goal of building capacity to capture at minimum 10-15% of the total annual imports into the US over the next 2 to 3 years, and 25% over the next 4 to 6 years. The company plans to create over 750 new jobs at the facility over the next 3-4 years. The project will operate under Maxter Healthcare, Inc., a newly-established subsidiary of Supermax Healthcare, Inc., and includes the following goals:

- 1) Build a large scale "Made in USA" nitrile glove manufacturing plant catering to the US, as well as exporting to the top 25 largest US trading partner countries.
- 2) Establish a 2nd US distribution center, catering to the southern US and Latin-American markets.
- 3) Build a State of the Art, Industry 4.0 facility for PPE products with particular focus on nitrile medical gloves.
- 4) Build the Supermax Group's R&D center for polymer technology, new materials, and engineering in the form of automation and robotics in the manufacturing process.

The company is proposing to build the complex on a ~212-acre parcel in the ETJ of City of Alvin at the intersection of CR 48 and CR 52.

Below is a list of the major equipment comprising the complex:

- Fired heater
- Burners
- HRSG (Heat Recovery and Steam Generation) System
- SCR (Selective Catalytic Reduction) Unit
- PSA (Pressure Swing Adsorption) Unit
- Refractory
- Reactor vessels
- Compressors
- Heat exchangers
- Pumps
- Separators
- Cooling tower
- Boilers
- Electrical transformers
- Switchgear
- Instrumentation equipment
- Control equipment
- Piping

Additional infrastructure to support this property will include:

- Site development/roads
- Utility piping, electrical substation, co
- Waste water treatment plant

EXHIBIT E
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

EXHIBIT F
Port Freeport Tax Abatement application for
MAXTER HEALTHCARE INC.

Stage 1 wastewater treatment/management

- a) Compounded latex solution from the holding tanks will be regularly discharged onto a system of custom-built collecting sumps where we will use various chemicals to coagulate the compounded latex to separate the latex sludge residues through drying process. The remaining process water will then be pumped into the Stage 1 wastewater treatment plant for further treatment.
- b) Process water from production lines will be discharged to a custom-built treatment plant where chemicals will be used to treat the process water and remove bacteria dissolved solids (BODs) and chemical dissolved solids (CODs). During the Stage 1 process we will separate any latex sludge into latex solid residues through drying process
- c) Process water at Stage 1 treatment plant will be treated and subsequently sent to Stage 2 for further treatment.

Stage 2 wastewater treatment/management

- a) Treated incoming water from Stage 1 treatment plant will undergo further processing and treatment at the Stage 2 treatment plant where they are first buffered/kept in multiple custom-built ponds.
- b) From the collection ponds, the Stage 1 treated process water will then go to Stage 2 treatment, to remove any remaining residual BODs and CODs (if any).
- c) Treated reclaimed water from Stage 2 treatment plant will then be sent to our bulk water storage tanks for production line use.
- d) There will be water loss because of evaporation during the treatment process. We estimate approximately 60% of treated water from the Stage 1 & Stage 2 Treatment plants will be reclaimed and subsequently pumped back into our onsite bulk water storage tanks for production use.
- e) Any excess treated water from stage 2 treatment process will conform to EPA and local environmental standards and discharged into the city storm drains.

Sources of Fresh Water

Source 1: Canal water– we will build a ponding system to draw and buffer water directly from the canal. This water will then be treated and pumped back into our water tanks for production line/process use.

Source 2: Ground water – water sourced from onsite deep wells will be processed and pumped into our water tanks for production as well as general/office use.

Source 3: reclaimed treated water from the Stage 2 treatment plants will be pumped back to the water tanks for production line/process use.

EXHIBIT F
Port Freeport Tax Abatement application for
MAXTER HEALTHCARE INC.

On-site Sewage Treatment Plant

- a) We will hire professional consultants to design and build a sewage treatment plant with capacities large enough according to our master plan.
- b) The sewage treatment plant will be used to treat domestic wastewater before final discharge to the storm drain system. More details will be provided once a consultant /engineering firm have been appointed.

EPA and Local Regulatory Compliance

If any, excess treated water from the Stage 2 treatment process as well as the domestic sewage treatment stage will be subject to EPA and local environmental/regulatory standards before final discharge into the city storm drains.

EXHIBIT G
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

This Exhibit is not applicable and was intentionally left blank. We are not requesting a variance.

EXHIBIT H
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
MAXTER HEALTHCARE INC.

During the construction and operations phases of the project, Maxter plans to utilize Brazoria County vendors wherever possible, subject to considerations of cost and availability and subject to certain requirements of quality that meet both industry and Maxter standards.

EXHIBIT I
PORT FREEPORT ABATEMENT APPLICATION
MAXTER HEALTHCARE, INC.

Equipment Description	Estimated Cost	Useful Life	Estimated Value after Abatement (7 years)
Glove Machine And Accessories	\$ 19,800,000.00	25	\$ 16,038,000.00
Conveyor Chain and Holders	\$ 4,203,000.00	25	\$ 3,404,430.00
Ceramics Former	\$ 1,408,000.00	25	\$ 1,140,480.00
Production Chiller System	\$ 700,500.00	25	\$ 567,405.00
Gas piping & Accessories	\$ 2,475,000.00	25	\$ 2,004,750.00
Power Supply	\$ 3,300,000.00	25	\$ 2,673,000.00
Air Compressors	\$ 720,000.00	15	\$ 446,400.00
Dipping Tanks Level Sensor	\$ 115,000.00	25	\$ 93,150.00
Loading platform	\$ 150,000.00	25	\$ 121,500.00
Speed Inverter	\$ 921,000.00	25	\$ 746,010.00
Weighbridge	\$ 75,000.00	25	\$ 60,750.00
Industry Effluent Treatment Plant	\$ 12,000,000.00	25	\$ 9,720,000.00

\$45,867,500

\$ 37,015,875.00

EXHIBIT J
APPLICATION FOR TAX ABATEMENT FOR PORT FREEPORT
Maxter Healthcare, Inc.

Please see the offer letter from the State of Florida behind this page.

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

March 17, 2021

Mr. Stanley Thai
Founder & President
Supermax Healthcare, Inc.
1899 Sequoia Drive
Aurora, Illinois 60506

Re: Capital Investment Tax Credit ("CITC") Certification

Dear Mr. Thai:

We are pleased to inform you that, based on the application and attachment for CITCs that was submitted on March 4, 2021 (as amended and supplemented, as the case may be, the "Application") by Maxter Healthcare Incorporated (the "Company", "you" or "your") and the other documents and information provided to us, and subject to the factual descriptions, assumptions, qualifications and limitations in this letter, the Florida Department of Economic Opportunity ("DEO") has determined that the Company is eligible for certification to receive CITCs in connection with the proposed project described in the Application (the "Project").

Our determination of the Company's eligibility for CITCs in connection with the Project is based, in part, on the following factual assumptions:

1. The CITCs will help to induce the Company to locate the Project in Florida and the Company submitted the Application prior to deciding to locate the Project in Florida;
2. The Company will create at least 100 net new-to-Florida full-time equivalent jobs in connection with the Project at the Project's location in either Nassau County or Columbia County, Florida paying an average annualized wage of at least \$40,540 (the "Project Wage"), which is equal to 102% of the average annual private sector wage in Nassau County for the year ended December 31, 2019, and equal to 111% of the average annual private sector wage in Columbia County for the same time period;
3. The Project will operate in a high-impact sector designated pursuant to Section 288.108 of the Florida Statutes (*Advanced Manufacturing and Life Sciences*); and
4. The Company will make a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$25,000,000 at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Enclosed please find a copy of DEO's letter to the Florida Department of Revenue ("DOR") certifying the Company's eligibility for CITCs in connection with the Project in accordance with Section 220.191(5) of the Florida Statutes (the "Certification Letter"). Pursuant to Section 220.191(5) of the Florida Statutes, the Company may be entitled to receive a maximum tax credit equal to up to five percent of its "eligible capital costs" (as such term is defined in Section 220.191 of the Florida Statutes) in connection with the Project each year beginning after the commencement of operations for up to twenty years against certain corporate income tax liabilities or premium tax liabilities generated by or arising out of the Project.

The "commencement of operations" (as such term is defined in Section 220.191(1)(a) of the Florida Statutes) will not be deemed to occur unless and until the Company satisfies the following conditions:

1. The Company must provide evidence to DEO and DOR to DEO's and DOR's reasonable satisfaction that a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$25,000,000 has been made at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project (the "Minimum Capital Investment"); and
2. The Company must provide evidence to DEO to DEO's reasonable satisfaction that the Company has created at least 100 net new-to-Florida full-time-equivalent jobs paying at least the Project Wage at the Project's location in either Nassau County or Columbia County, Florida in connection with the Project.

Prior to receiving tax credits pursuant to Section 220.191 of the Florida Statutes, the Company must create and maintain not less than 100 net new-to-Florida full-time-equivalent jobs paying at least the Project Wage at the Project's location in Florida beginning with the "commencement of operations."

Notwithstanding the foregoing, the Company expects to make a "cumulative capital investment" (as such term is defined in Section 220.191(1)(b) of the Florida Statutes) of at least \$482,020,000 in connection with the Project (the "Projected Capital Investment"). If the Company makes the Projected Capital Investment prior to informing DEO and DOR that the "commencement of operations" has occurred in connection with the Project (subject to DEO's and DOR's confirmation of the same), then the Company will be eligible to receive CITCs equal to up to 100% of its annual corporate income tax liability or premium tax liability generated by or arising out of the Project.

Beginning not later than January 31, 2024, the Company will be required to deliver to DEO an annual report as of December 31st of the prior calendar year regarding its progress towards satisfaction of the above commencement of operations requirements until such time as the Company reports that it has satisfied the above requirements.

The Company may not claim any annual CITCs with DOR without a letter from DEO certifying that the appropriate annual requirements for tax credits have been satisfied or maintained, as the case may be.

Notwithstanding anything in this letter or the Certification Letter to the contrary, the Company's right to receive a CITC in connection with the Project is contingent on the Company entering into a *Technical Assistance Agreement* (the "Agreement") with DOR in form and substance satisfactory to DOR in its sole discretion. Accordingly, neither this letter nor the Certification Letter is intended to, and does not, constitute an offer or agreement to award CITCs or to enter into a definitive agreement with respect to any CITCs, and neither DEO nor DOR shall have any obligations of any kind whatsoever with respect thereto by virtue of this letter or any other written or oral expression by our representatives unless and until a definitive agreement between the Company and DOR is executed and delivered. Please contact Susan Coxwell at the DOR by telephone at (850) 717-6478 to discuss the Agreement.

Subject to the immediately preceding paragraph, this letter is for your sole benefit and nothing expressed or implied in this letter will give or be construed to give any person or entity any legal or equitable rights hereunder. This letter is governed by the laws of the State of Florida, without regard to conflicts of laws principles.

We are very excited about the opportunities offered by the Project. We look forward to working with you and your team toward a successful transaction and future. If you have any questions concerning this letter, please call our Chief of Business Development, Maureen Smith, at (850) 717-8978.

Sincerely,



Dane Eagle

cc: Diana Mercas, Enterprise Florida, Inc.

ENCLOSURE
Project ID: 21-05624

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**TAX ABATEMENT AGREEMENT WITH MAXTER HEALTHCARE INC. FOR PROPERTY
LOCATED IN
BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05**

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between Port Freeport ("Port") and **MAXTER HEALTHCARE INC.**, a Foreign Corporation authorized to do business in Texas, hereinafter referred to as "Owner" of taxable real property in Brazoria County, Texas, located in the **BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05** ("Reinvestment Zone").

I. AUTHORIZATION

1.01 This Agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312, as amended, and by resolution of the Port Commission of Port Freeport approving this Abatement.

II. DEFINITIONS

2.01 As used in this Agreement, the following terms shall have the meanings set forth below:

- a. "Certified Appraised Value" means the January 1st appraised value of the property within the Reinvestment Zone as certified by the Brazoria County Appraisal District as of the January 1st valuation date.
- b. "Abatement" means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated for economic development purposes.
- c. "Eligible Property" means the buildings, structures, tangible personal property as defined in the Texas Tax Code including fixed machinery and equipment, process units, site improvements, and related fixed improvements necessary to the operation and administration of the facility.
- d. "New Eligible Property" means Eligible Property construction of which commences subsequent to the date of the Port approving the Tax Abatement. During the construction phase of the New Eligible Property, Owner may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use.
- e. "Ineligible Property" means land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory and supplies, tools, furnishings and other forms of movable personal property, vehicles, watercraft, aircraft,

housing, convalescent homes, assisted living homes/centers, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of this Agreement, property that is already subject to real or personal property tax moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.

- f. “Actual Productive Life” means the actual period of time the improvements were in active service and operation as part of a facility operating in a producing capacity, and this definition supersedes any other definition stated elsewhere.

2.02 The *Guidelines And Criteria For Granting Tax Abatement In A Reinvestment Zone Created In Port Freeport In Brazoria County, Texas* (“Port Guidelines And Criteria”), adopted by the Port Commission of Port Freeport, are attached hereto as Exhibit “B” and made a part hereof. All definitions set forth therein are applicable to this Agreement.

III. SUBJECT PROPERTY

3.01 The Reinvestment Zone is an area generally described as approximately 214.559 acres of land in Brazoria County, Texas. The legal description of the Reinvestment Zone is attached hereto as Exhibit C.

3.02 The Brazoria County Appraisal District has established the following values for land, personal property and improvements of Owner in the subject property or of certain tracts of land from which the subject tract of land is derived as of January 1, 2020:

LAND ACCOUNTS
0536-0008-130

MARKET VALUE
\$854,410

APPRAISED VALUE
\$70,420

IV. VALUE AND TERM OF ABATEMENT

4.01 This Tax Abatement shall be effective January 1, 2023 and shall continue for a period of seven (7) years, or one-half ($\frac{1}{2}$) the productive life of the improvements, whichever is less. One hundred percent (100%) of the value of New Eligible Properties shall be abated subject to Section 4.03 herein below.

4.02 Pursuant to the above-provisions and subject to Section 4.03 herein below, the term of abatement under this Agreement shall commence January 1, 2023 and continue through December 31, 2029. The benefits of abatement shall continue throughout the last year in which abatement is applied as long as the property and property owner continue to qualify for abatement throughout the last year.

4.03 If pursuant to the above Section 4.01, it is determined upon completion of improvements, or at any time thereafter (including after the term of abatement otherwise granted under this Agreement) that one-half ($\frac{1}{2}$) the productive life of improvements is less than the term of years of abatement under this Agreement, the term of abatement shall be reduced to one-half ($\frac{1}{2}$) the productive life of the improvements and Owner shall pay to the Port the full amount of taxes otherwise abated in each year in which the term of abatement exceeded one-half ($\frac{1}{2}$) of the actual productive life of the improvements. The amount of taxes for part of a year, if applicable, shall be determined by proration (by multiplying the amount of abated taxes for the entire year by a fraction, the denominator of which is 365 and the numerator of which is the number of days in excess of the term of abatement represented by one-half ($\frac{1}{2}$) of the actual productive life of the improvements). Any recapture hereunder shall be payable within sixty (60) days of written notice. Owner shall certify by statement to the Port and the Brazoria County Appraisal District the estimated productive life of improvements upon completion of the construction; provided, however Owner's estimate of productive life shall not control the operation of this subsection.

4.04 The payment obligation under Section 4.03 is a continuing obligation. Owner understands and agrees that this Agreement mandates that Owner's abated improvements be in active service and operation as part of a facility operating in a producing capacity for a period of fourteen (14) years from the effective commencement date of this agreement (to December 31, 2036) in order for Owner to receive seven (7) full years of abatement that are not subject to the term reduction and recapture/payment obligation provisions of Section 4.03 of this Agreement.

V. TAXABILITY

5.01 During the period that this Tax Abatement is effective, taxes shall be payable as follows:

- (a) The value of Ineligible Property shall be fully taxable;
- (b) the Certified Appraised Value of existing Eligible Property as determined each year shall be fully taxable; and

- (c) the value of New Eligible Property shall be abated as set forth in Section IV herein.

VI. PLANNED IMPROVEMENTS AND EMPLOYMENT

6.01 As set forth in the Application attached as Exhibit A, Owner represents that it will construct a facility for manufacturing medical/surgical gloves (PPE) NAICS 339113. The estimated value of eligible improvements to be owned by Owner at the end of this Agreement indicated in the application is \$285,000,000.

6.02 The Owner represents and warrants that this project will create 750 full-time jobs for employees to be employed at Owner. In addition, Owner represents and warrants that the level of employment stated in the abatement application (including the projected creation or retention of employment) will be maintained for the duration of the abatement period. It is further represented that this project will provide an estimated 25 construction jobs at the beginning of construction, with a peak load of 300 construction jobs during the course of construction and 35 such jobs upon completion.

6.03 All improvements shall be completed in accordance with all applicable law.

6.04 The Owner shall not make any use of the property that is inconsistent with the general purpose of encouraging development or redevelopment of the reinvestment zone during the period that the property tax exemptions are in effect.

6.05 The Owner estimated in its application that construction of the improvements will begin in the first quarter of 2022 with completion estimated in 2022.

VII. EVENT OF DEFAULT

7.01 During the abatement period covered by this Agreement, the Port may declare a default hereunder by the Owner if:

- (a) the Owner fails to commence construction of the new facility described in Section VI above, and the Application attached hereto as Exhibit A within two (2) years from the date this Agreement is executed;
- (b) the Owner fails to construct the new facility described in Section VI above;
- (c) the Owner refuses or neglects to comply with any of the terms of this Agreement;
- (d) any representation made by the Owner in this Agreement is false or misleading in any material respect; or
- (e) the constructed facility fails to meet the economic qualifications of Section 2(h) of the Port Guidelines And Criteria. The economic qualifications of Section 2(h) therein expressly include the requirement that the level of employment stated in the Application for the property that is the subject of the Tax Abatement Agreement be maintained for the duration of the abatement period.

7.02 Should the Port determine the Owner to be in default of this Agreement, the Port shall notify the Owner in writing prior to the end of the abatement period, and if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default for causes beyond Owner's reasonable control cannot with due diligence be cured within such sixty-day period, the Cure Period shall be deemed extended if Owner (i) shall immediately, upon the receipt of such notice, advise the Port of Owner's intention to institute all steps necessary to cure such default and (ii) shall institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.

7.03 In the event the Owner allows its ad valorem taxes owed the Port to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or if the Owner defaults and/or violates any of the terms and conditions of this Agreement and fails to cure during the Cure Period, this Agreement may then be terminated and all taxes previously abated by virtue of this Agreement will be recaptured and paid within sixty (60) days of termination.

7.04 In the event the facility contemplated herein is completed and begins producing product or service, but the Owner fails to maintain the level of employment (including the projected creation or retention of employment) set forth in Section 6.02, the Port may elect to: (a) Declare a default and terminate this Agreement without recapturing prior years' abated taxes; (b) Declare a default, terminate this Agreement and order a recapture of all or part of the previous years' abated taxes; (c) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of this Agreement under its present terms or alter the amount of the abatement for the remaining term of this Agreement; or (d) Order recapture pursuant to the provisions of Section 4.03 of this Agreement, if applicable.

VIII. ADMINISTRATION

8.01 This Agreement shall be administered on behalf of the Port by its Chief Financial Officer. The Owner shall allow authorized employees and/or representatives of the Port who have been designated and approved by the Port to have access to this Reinvestment Zone during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made at a mutually agreeable time after the giving of forty-eight (48) hours prior notice and 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 representatives of the Owner and in accordance with the Owner's safety standards.

8.02 Upon completion of the contemplated construction, the Chief Financial Officer and/or other persons appointed by the Port shall annually evaluate the facility to ensure compliance with the terms and provisions of this Agreement and shall report possible defaults to the Port Commission of Port Freeport.

8.03 The Chief Appraiser of the Brazoria County Appraisal District annually shall determine (a) the taxable value pursuant to the terms of this abatement of the real and personal property comprising this Reinvestment Zone and (b) the full taxable value without abatement of the real and personal property comprising this Reinvestment Zone. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be captured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year Owner shall furnish the Chief Appraiser with such information outlined in Chapter 22, V.A.T.S. Tax Code, as may be necessary for the administration of the abatement specified herein.

8.04 If the Port terminates this Agreement, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Brazoria County District Courts appealing such termination within ninety (90) days after receipt from the Port of written notice of the termination. If an appeal suit is filed, Owner shall remit to the Port, within sixty (60) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08 V.A.T.S. Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Port pursuant to Section 42.42 V.A.T.S. Tax Code. If the final determination of the appeal decreases the Owner's tax liability, the Port shall refund to the Owner the difference between the amount of tax paid and the amount of tax for which the Owner is liable pursuant to Section 42.43, V.A.T.S. Tax Code.

IX. INFORMATION PROVIDED BY OWNER

9.01 Pursuant to Section 5(a)(7) of the Port Guidelines And Criteria, Owner shall annually furnish information necessary for Port's evaluation of Owner's compliance with the terms and conditions of this Agreement and the Port Guidelines And Criteria (in the form of an annual report/statement of compliance to be mailed to the Chief Financial Officer of the Port on or before January 31st of each year of the tax abatement contract term).

9.02 Additionally, Owner shall furnish the following information or written statements to the Port upon request during the term of this Agreement:

- (a) Statement by Owner certifying the commencement and/or completion date of the contemplated improvements described in Section VI herein and in the abatement application;
- (b) Statement by Owner of the number of permanent employees, contract employees and construction employees actually employed at the facility location;
- (c) Statement by Owner describing the status of construction of the contemplated improvements, percentage of construction completed, construction schedule, and an

estimate of taxable value of constructed improvements on the date of the statement; or

- (d) In lieu of the above statements, Owner may furnish documents and records verifying the above requested information.
- (e) Any information, documents or records of any kind reasonably necessary for the Port's evaluation of Owner's compliance with the terms and conditions of this agreement and the Port Guidelines And Criteria, provided that Owner shall not be required to furnish any information, documents or records which a reasonably prudent Owner or company under the same or similar circumstances would consider to be harmful to its business operations.

9.03 Owner's statements described above shall be verified by the project manager or other appropriate official. Failure to provide any requested statement or information without just cause within sixty (60) days of the request or presentation of any false or misleading statement may at the Port's option, be construed as a default by Owner under this Agreement and cause for immediate termination of this Agreement and recapture of all previously abated taxes, if after written notice of default, Owner has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of Section VII are not applicable to a default and termination under this paragraph.

9.04 Owner has a continuing obligation for a period of fourteen (14) years from the effective commencement date of this Agreement (to December 31, 2036) to report to the Port any plant closure or permanent cessation of production at the abated facility and to furnish to the Port upon request a written confirmation as to whether or not the abated improvements are in service as part of a producing facility or, if applicable, a statement of the beginning and ending dates of production from and/or the beginning and ending dates of operation of the abated facility improvements; or to provide other similar information necessary to determine the actual or estimated productive life of the abated improvements.

9.05 Pursuant to Section 5(a)(8) and Section 7(e) of the Port Guidelines And Criteria, Owner shall, upon expiration of this Agreement, begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period and in the form of a "Productive Life Report" to be mailed to the Chief Financial Officer of the Port on or before January 31st of each year for seven (7) years following the expiration of the tax abatement contract.

X. INDEMNIFICATION

10.01 Owner agrees to indemnify and hold harmless the Port, its Port Commission, officers and employees from and against all obligations, claims, demands and causes of action of every kind and character (including the amounts of judgments, penalties, interest, court costs and legal fees incurred in defense of same) arising in favor of other governmental entities and agencies or third parties (including employees of Owner) as a result of or arising out of, the covenants to be performed by Owner under this

Agreement, or any rights and provisions granted in this Agreement.

XI. ASSIGNMENT

11.01 Owner may assign this Agreement to a new owner or lessee of the same facility upon the approval by resolution of the Port Commission of Port Freeport subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new contractual agreement with the Port. No assignment or transfer shall be approved if the parties to the existing agreement or the new owner or new lessees are liable to the Port or any affected jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

XII. ANNUAL PAYMENT TO ECONOMIC DEVELOPMENT FUND

12.01 Intentionally left blank.

XIII. MODIFICATION OR TERMINATION

13.01 At any time before the expiration of this Agreement the parties may, upon mutual consent, modify or terminate the original agreement. Such modification or termination shall be done in accordance with Property Redevelopment and Tax Abatement Act, V.A.T.S., Chapter 312, Section 312.208 of Subchapter B.

XIV. AUTHORITY OF AGENT

14.01 By acceptance of this Agreement and/or any benefits conferred hereunder, Owner represents that its undersigned agents have complete and unrestricted authority to enter into this Agreement and to obligate and bind Owner to all of the terms, covenants and conditions contained in this Agreement.

XV. NOTICE

15.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Port or Owner at the following addresses. If mailed, any notice or communications shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

MAXTER HEALTHCARE INC.

To the Port:

PORT FREEPORT
Attn: Chief Financial Officer
1100 Cherry Street
Freeport, Texas 77541

Either party may designate a different address by giving the other party ten days written notice.

XVI. DATE

16.01 The Port executes this Agreement by and through the Chairman of the Port Commission acting pursuant to a resolution approved by the Port Commission of Port Freeport, so authorizing, and the effective execution date of this Agreement is the date of the countersignature of the Chairman of the Port Commission.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

PORT FREEPORT

MAXTER HEALTHCARE INC.

By: _____
JOHN HOSS
CHAIRMAN
PORT FREEPORT

By: _____
NAME: _____
TITLE: _____

Date signed: _____

Date signed: _____

ATTEST:

DAN CROFT, SECRETARY

Date signed: _____

**RESOLUTION APPROVING THE APPLICATION AND TAX ABATEMENT
AGREEMENT FOR MAXTER HEALTHCARE INC FOR PROPERTY LOCATED IN
BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05**

At a regular meeting of the Port Commission of Port Freeport of Brazoria County, Texas (the "Port") held at the office of the Port at 1100 Cherry Street, Freeport, Texas, on the 17th day of November, 2021, among other business, on motion duly made and seconded, the following resolution was passed and adopted:

FINDINGS

1. Due and proper notice of the date, time, place and purpose of this meeting has been duly given in accordance with the provisions of the Texas Open Meetings Act, and such meeting has been conducted in accordance with said Open Meetings Act.
2. Port Freeport ("Port") has heretofore adopted guidelines and criteria for granting tax abatement in a reinvestment zone in Brazoria County, Texas.
3. A Tax Abatement Agreement for property located in the Brazoria County Reinvestment Zone No. 21-05 was entered into by and between Brazoria County and Shintech Incorporated and K-Bin Incorporated on October 26, 2021.
4. Section 312.206(a) of Subchapter B of the Texas Property Redevelopment and Tax Abatement Act, V.A.T.S. Tax Code, Chapter 312 and other applicable sections of said statute, provide that if property taxes are abated within the taxing jurisdiction of a municipality, the governing body of any other taxing unit in which the property is located may execute a written agreement with such owner of the property.
5. The Port Commission herenow finds and determines that the property subject to the following proposed agreement meets the applicable guidelines and criteria adopted by the governing body of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05.
6. The Port Commission finds and determines that the granting of this tax abatement to Maxter Healthcare Inc. will promote the development of industry within the Port boundaries, provides additional employment and strengthen the economy of the area, and is therefore in the best interest of the Port:

RESOLUTION

NOW THEREFORE, BE IT RESOLVED by the Port Commission of Port Freeport, that the Port enter into the following agreement, and that the Chairman and Secretary of the Commission be, and they are hereby authorized to execute said agreement on behalf of the Port: TAX ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN BRAZORIA COUNTY REINVESTMENT ZONE NO. 21-05.