

**CONTRIBUTION AGREEMENT**

This Compensation Agreement (this "Agreement") is made and entered into as of July 1, 2022 by and among the **SHADYSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**, a school district organized and existing pursuant to the constitution and laws of the State of Ohio, through its Board of Education (the "School District"); and **PTTGC AMERICA LLC** (the "Company"), a Delaware limited liability company with its main offices located at 3009 Post Oak Boulevard, Suite 998, Houston, Texas 77056.

**WITNESSETH:**

**WHEREAS**, the Company desires to construct a new petrochemical complex (the "Project") at a site that is located in the Township (the "Project Site"), as more-particularly described in the EZ Agreement and the Compensation Agreement both of which were signed between the Parties on March 25, 2020; and

**WHEREAS**, the Company plans to develop the Project and create new employment opportunities at the Project Site, provided that the appropriate economic development incentives are available to support the economic viability of the Project; and

**WHEREAS**, the School District has approved the property tax exemptions offered to the Company in the EZ Agreement, and the School District and the Company entered into the Compensation Agreement to provide for the payment of compensation to the School District in consideration of property tax revenues forgone as a result of the exemptions provided in the EZ Agreement, which payments are to be made by the Company to the School District conditioned upon the occurrence of Financial Closing of the Company's Project; and

**WHEREAS**, the occurrence of Financial Closing of the Company's Project has been delayed beyond the original anticipated closing date due to unexpected and insurmountable circumstances, while the Company continues to pursue all available alternatives to achieve Financial Closing when circumstances allow.

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

**Section 1.** Pursuant to Section 2A of the Compensation Agreement, in return for the property tax exemptions provided under the EZ Agreement, (i) the Company is responsible, under certain conditions, for four (4) payments totaling eight million dollars (\$8,000,000) to the School District (the "Construction Period School Payments," each a "Construction Period School Payment"), and (ii) the first Construction Period School Payment is to be equal to four million dollars (\$4,000,000) and is to be made within thirty (30) days after the Financial Closing of the Company's Project.

Due to the delay in Financial Closing of the Company's Project, and the School District's imminent need for partial funding of the first Construction Period School Payment in order to secure availability of certain funding from the Ohio Facilities Construction Commission (the "OFCC") in support of the School District's discrete portion of the Master Facilities Plan pursuant

to its Expedited Local Partnership Program (the "ELPP") Agreement with the OFCC, as more fully described in Section 3 of Attachment 1 hereto, the Company and the School District have jointly agreed to waive the condition of Financial Closing in the current sole specific instance in order to facilitate the one-time limited advance payment of the amount of One Million Dollars (\$1,000,000) constituting partial payment of the first Construction Period School Payment.

**Section 2. Advance Partial Compensation Payment**

The Company agrees to pay to the School District on or before July 31, 2022, the one-time limited advance payment in the amount of One Million Dollars (\$1,000,000) constituting a non-refundable, non-reimbursable partial payment of the first Construction Period School Payment (the "Advance Payment"). The Advance Payment will be paid by wire transfer to the District's bank account, for deposit into the Project Construction Fund established by the School District, as referenced in Section 2(A) of Attachment 1.

The School District and the Company agree that the Advance Payment (i) will be credited as a non-refundable, non-reimbursable advance payment, and reduction of, the Construction Period School Payment, and (ii) the Company's waiver of Financial Closing and the payment of the Advance Payment does not constitute a commitment by the Company to make any future payments of the Construction Period School Payment or the Annual School Compensation Payment(s) (as defined in the Compensation Agreement) or to waive Financial Closing as a condition precedent to the Company's commitment to make such payments in the future. Both Parties shall have full audit rights regarding the payment process and use of funds related to this Advance Payment.

**Section 6. Amendment.** This Agreement may be amended or modified by the Parties only in writing, signed by all Parties to the Agreement.

**Section 7. Entire Agreement.** This Agreement is executed in conjunction with the EZ Agreement and the Compensation Agreement, and together they set forth the entire agreement and understanding among the parties, including without limitation all forms of compensation to be paid, and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

**Section 8. Notices.** All payments, certificates, and notices, which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States certified mail, postage prepaid, or via a nationally-recognized overnight mail delivery service, and shall be deemed to have been given or delivered when so mailed to the following addresses:

If to the Company, to:

PTTGC America LLC  
3009 Post Oak Boulevard, Suite 998  
Houston, TX 77056  
Attention: Panod Awaiwanond

If to the School District, to:

Shadyside Local School District  
3890 Lincoln Avenue  
Shadyside, Ohio 43947  
Attention: Superintendent

Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 9. Governing Law; Venue.** This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. Any claims brought to enforce any of the covenants, agreements, conditions, and provisions of this Agreement shall be brought in the Court of Common Pleas of Belmont County, Ohio.

**Section 10. Representations and Warranties.**

- A. **School District.** The School District hereby represents and warrants that the Advance Payment will be used exclusively for purposes set forth in Section 3 of Attachment 1, and repeats the representations and warranties set forth in the Compensation Agreement.
- B. **Company.** The Company hereby repeats the representations and warranties set forth in the Compensation Agreement.

**Section 11. Severability of Provisions.** The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

**Section 12. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

**Section 13. Compensation Agreement.** Except as modified by the terms of this Agreement, all terms and conditions of the Compensation Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank; Signature page follows]

**IN WITNESS WHEREOF**, the Company and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

**PTTGC AMERICA LLC**

By: \_\_\_\_\_  
Name:

Its: \_\_\_\_\_

**SHADYSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

By:   
Name: \_\_\_\_\_  
Superintendent

By:   
Name: \_\_\_\_\_  
Treasurer

**Attachment**

**Attachment 1 - Shadyside Local School District Supplemental Information Regarding Necessity of Contribution from PTTGCA**

**IN WITNESS WHEREOF**, the Company and the School District have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives, as of the date hereinabove written.

**PTTGC AMERICA LLC**

By:   
Name:

Its: \_\_\_\_\_

**SHADYSIDE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

By: \_\_\_\_\_  
Name:  
Superintendent

By: \_\_\_\_\_  
Name:  
Treasurer

**Attachment**

**Attachment 1 - Shadyside Local School District Supplemental Information Regarding Necessity of Contribution from PTTGCA**

## Attachment 1

### SHADYSIDE LOCAL SCHOOL DISTRICT

#### Supplemental Information Regarding Necessity of Contribution from PTTGCA

1. **Description of OFCC requirement and timing for US\$ 1.0 million initial deposit of funds by Shadyside Local School District in order to commence project and to secure State of Ohio funding amount:**
  - A. Pursuant to Ohio Facilities Construction Commission ("OFCC") Policy No. PL-01, Expedited Local Partnership Program ("ELPP") participants spend local resources on a separate and discrete part of their overall master facilities plan ("MFP"), and later deduct qualifying expenditures from the school district's share of the overall project budget. The Shadyside Local School District's ("Shadyside") ELPP Project Agreement with the OFCC establishes a twenty-five percent (25%) local share of the basic project costs described in the MFP.
  - B. Generally, the "discrete part" of an MFP for which a school district is responsible must be considered "sizeable." Pursuant to OFCC Policy No. PL-12: "For general planning purposes a sizeable scope has a value of \$1,000,000 or more." The discrete part of Shadyside's MFP is described in Section 3 herein.
  - C. Article XIII, Section J of the ELPP Project Agreement provides: "If the School District Board fails to show evidence of funding, in such form as required by the Commission, within one (1) year of the effective date, this Agreement shall terminate. Additionally, if the School District Board has not entered into a construction contract for work associated with the Local Project Phase at such time as the School District is notified of eligibility for state assistance under ORC Sections 3318.01 to 3318.20, this Agreement shall terminate." The ELPP Project Agreement became effective on September 23, 2021. Thus, Shadyside has until September 22, 2022 to "lock-in" the local share by entering into a construction contract in furtherance of the completion of its discrete part of the project, *i.e.*, the abatement/demolition of Leona Middle School
  - D. R.C. 5705.41 requires a certification from the treasurer, as the school district's chief fiscal officer, that sufficient funds are in the district's possession and have been appropriated for the purpose of paying contracts in furtherance of the discrete portion of the Project, as described in Section 3 herein.

**2. Description of terms and conditions of Project Construction Fund:**

- A.** Pursuant to OFCC Policy No. OP-FI-04, Shadyside must establish a "Project Construction Fund" (Fund 010), which will be administered by Shadyside's Treasurer, and will receive all the construction revenues for the project, which shall be deposited from the District's bank account. "All revenue streams must be deposited into the Project Construction Fund and tracked separately, using special cost centers." OFCC Policy No. OP-FI-04.
- B.** The codes and procedures for accounting for the project are addressed in Ohio's Uniform School Accounting System, the relevant portions of which are described in Ohio Auditor of State Bulletins 2006-4, 2001-7, and 1999-04.
- C.** OFCC Policy No. OP-FI-04 provides, in relevant part: "All payments should have the approval of the [school district] treasurer and the Commission Representative prior to payment. The Commission must ensure that all expenditures can be properly linked to the scope of the project budget."
- D.** R.C. 3313.36 provides that a board of education "may accept any gift or endowment upon the conditions and stipulations ... connected with the gift or endowment." Provided the conditions and stipulations are not inconsistent with the duties of the board education, the board of education will be held to them. O.A.G. 1962-3246. Thus, contributions from PTTGCA to Shadyside for the express purpose of funding the discrete part of the MFP can be used only for that purpose.

**3. Description of scope of work of "discrete portion of the project":**

- Leona Middle School site survey May 31, 2022 – June 3, 2022
- Leona Middle School hazardous material survey May 31, 2022 – June 3, 2022
- Abatement, demolition, and grading bid documents June 6, 2022 – July 1, 2022
- Bid date July 18, 2022
- Construction contract award at board meeting July 20, 2022
- Construction contract signed August 1, 2022
  - Deadline for executing Leona Middle School abatement and demolition construction contract is September 22, 2022
- Abatement and demolition June 2023 – August 2023

**4. Description of documentation process for payments from Project Construction Fund:**

- A.** The demolition of a school building, the cost of which will exceed \$50,000.00, is subject to the competitive bidding procedures outlined in R.C. 3313.46, which requires a board of education to prepare plans, specifications, and related information, and to publicly advertise bids once each week for a period of not less than two (2) weeks in a newspaper of general circulation. The board of education must accept "the lowest responsible bid" for the project. R.C. 3313.46. To be valid, any such construction

contract entered into with the District requires the authorization of the board of education, provided at a meeting open to the public, in accordance with R.C. 121.22.

- B. All bids must contain a bid guaranty, either in the form of a statutorily approved bond, a certified or cashier's check, or a letter of credit. R.C. 153.54.**
- C. Shadyside-specific procedures applicable to purchasing and bidding are established in Shadyside Board Policy 6320 "Purchasing and Bidding."**
- D. OFCC Policy No. OP-FI-04 provides, in relevant part: "All payments should have the approval of the [school district] treasurer and the Commission Representative prior to payment. The Commission must ensure that all expenditures can be properly linked to the scope of the project budget "**
- E. Shadyside's agreement with its architect/engineer for the abatement/demolition provides for periodic on-site observations to check quality and to approve payment based on an approved schedule of values of the work.**
- F. With minimal material acquisition, Shadyside expects the construction contract draw-down to be closer to flat/equal over an intensive three (3) months, with final payment in September 2023.**