

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

**MODIFICATION TO TAX ABATEMENT AGREEMENT WITH  
ASCEND PERFORMANCE MATERIALS TEXAS, INC.  
FOR PROPERTY LOCATED IN  
BRAZORIA COUNTY REINVESTMENT ZONE NO. 22-01**

This Modification to Tax Abatement Agreement (hereinafter referred to as the "Modification") is made and entered into by and between Brazoria County ("County") and **ASCEND PERFORMANCE MATERIALS TEXAS, INC.**, a corporation authorized to do business in Texas ("Owner"), the owner of taxable real property in Brazoria County, Texas, located in **BRAZORIA COUNTY REINVESTMENT ZONE NO. 22-01** ("Reinvestment Zone").

**AUTHORIZATION**

This Modification is authorized under Section 312.208 of the Texas Tax Code because (i) the provisions of this modification could have been included in the original Agreement and (ii) this modification has been entered into following the same procedure in which the application was approved and executed.

**RECITALS**

The County and Owner hereby agree that the following statements are true and correct and constitute the basis upon which the County and Owner have entered into this Modification.

1. The County and Owner previously entered into a Tax Abatement Agreement (attached hereto as Exhibit "A") on file in the County Clerk's Office under Commissioners Court Order No. 7.N.3 and approved on September 27, 2022 (the "Agreement"). Under the Agreement, Owner agreed to construct certain real property improvements on property in the County and located within The Brazoria County Reinvestment Zone No. 22-01 in return for certain real property tax abatements granted to Owner by the County.

2. The term of the abatement was to be effective on January 1, 2024.

3. Owner began construction on the project on or before December 2022.

4. In accordance with the Brazoria County Guidelines and Criteria for Granting Tax Abatement, abatement shall begin the January 1 following the commencement of construction.

5. Because Owner has commenced the construction of the project prior to the anticipated 2023 date, the effective date of the Agreement is January 1, 2023.

NOW THEREFORE, the County and Owner, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

A. Section IV. VALUE AND TERM OF ABATEMENT is hereby modified to read as follows:

4.01 This Tax Abatement shall be effective January 1, 2023 and shall continue for a period of seven (7) years, or one-half (½) 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 (½) 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 (½) the productive life of the improvements and Owner shall pay to County the full amount of taxes otherwise abated in each year in which the term of abatement exceeded one-half (½) 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 (½) 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 County 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 Owners 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.

B. Section 9.04 is modified to read as follows:

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 County any plant closure or permanent cessation of production at the abated facility and to furnish to County 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.

C. Except as otherwise specifically amended in this Modification, the Agreement shall remain in full force and effect.

D. This Modification contains the entire understanding and agreement between the County and Owner, their assigns and successors in interest, as to the matters contained herein.

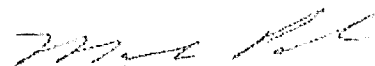
This Modification is executed by the parties in multiple originals, each having full force and effect, and the effective date of this agreement is the date of the countersignature of the County Judge.

**BRAZORIA COUNTY**

By:   
L.M. "MATT" SEBESTA, JR.  
COUNTY JUDGE  
BRAZORIA COUNTY, TEXAS

Date signed: 3/26/24

**ASCEND PERFORMANCE MATERIALS  
TEXAS, INC.**

By:   
Name: Mark Barker  
Title: Tax Director

Date signed: 2/29/24