

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SWACO AND PTTGC AMERICA CORPORATION**

This Memorandum of Understanding ("MOU") is entered into this ____ day of May, 2022, by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste district established pursuant to Ohio Revised Code §343.011, with principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123, and the PTTGC America Corporation ("GCA Corp"), with principal offices located at 3009 Post Oak Blvd., Suite 998, Houston, TX 77056, (collectively referred to as the "Parties").

WHEREAS, GCA Corp is conducting a feasibility study to develop a project for manufacturing plants of recycled polyethylene terephthalate and/or recycled polyethylene in the United State of America (the "Project");

WHEREAS, GCA Corp plans the manufacturing operation to be a mechanical process enclosed within a building;

WHEREAS, GCA Corp shall use its reasonable commercial effort to invest in the Project by the end of 2022 and is looking to design, operate and build the Project in Central Ohio;

WHEREAS, SWACO is developing a Green Economy Business Park located within Central Ohio on approximate 340.87+/- acres in the northwest quadrant of I-71 and SR665 designed to attract circular economy for recycling materials;

WHEREAS, SWACO and GCA Corp are willing to provide support in relation to the development of the Project within the Green Economy Business Park ("Joint Collaboration").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

§1 Incorporation of Recitals. All of the recitals above are incorporated herein by reference and are made a part hereof as if fully rewritten.

§2 Collaboration. SWACO and GCA Corp agree to work together in Joint Collaboration, which includes, but is not limited to participating in periodic meetings and teleconferences together and with third parties, as well as the development of a formal agreement with binding terms and conditions relating to the development of the Project.

A. It is the Parties' intention that in order to achieve the Joint Collaboration, the following matters, although non-exhaustive, are required to be discussed between the Parties:

- i. The options for SWACO to lease or sell to GCA Corp mutually agreeable land within the Green Economy Business Park for the Project are as follows:

- a) SWACO agrees to consider a long-term lease of at least fifty (50) years, with the possibility of extensions up to ninety-nine (99) years; or
- b) SWACO agrees to consider the sale of the land to GCA Corp, so long as GCA Corp agrees that any option to purchase shall include an option for SWACO to buyback under certain events.
- c) The potential lease payments and purchase price are to be negotiated and subject to approval by each Party's respective Board.

ii. Any other options which the Parties may agree.

B. Any specific terms or activity developed under this MOU shall be detailed in a subsequent agreement, approved by each Party's respective Board and signed by each Party's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, obligations, and responsibilities of each Party.

C. GCA Corp understands and agrees that this MOU for Joint Collaboration is not intended to be, nor shall it be construed to be, an exclusive agreement with SWACO for the provision of the services described in this MOU nor shall this MOU prevent SWACO from working with other businesses or prospects for development within the Green Economy Business Park.

§3 Non-Binding. The Partners acknowledge that no contractual relationship is created between them by this MOU but agree to work together in the true spirit of good faith negotiation and in furtherance of the Joint Collaboration. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

§4 Independent Contractors. Each Party is separate and independent, and this MOU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each Party understands and agrees that this MOU establishes an independent contractor relationship and that the agents or employees of each respective Party are not employees or agents of any other Party.

§5 Expenses. Each Party shall bear its own costs and expense incurred during the duration of this MOU and arising out of or in connection with the activities conducted by each Party in accordance with this MOU, unless the Parties agree otherwise in writing.

§6 Compliance with the Law. The Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MOU is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to any such provisions. If the Parties fail to agree within a

reasonable time to revisions required to bring the entire MOU into compliance, either Party may terminate this MOU upon fifteen (15) days prior written notice to the other Party.

§7 Public Records. SWACO is a public agency and as such, is subject to Ohio Public Records Law. GCA Corp recognizes that all information submitted to SWACO shall potentially become a record open to the inspection of the public. If GCA Corp deems any of the information submitted to SWACO to be confidential, it should be clearly identified and marked confidential, and accompanied by a written explanation stating the basis of such claim. Any confidential material that is so designated shall be removed from disclosure prior to the release to the public if permitted by the laws of the State of Ohio including, without limitation, Ohio Revised Code Section 149.43. The determination as to the confidentiality of any material identified as such by GCA Corp shall be made by SWACO in SWACO's sole and complete discretion. SWACO shall assume no risk, nor shall it be held liable by GCA Corp for the release of any material that GCA Corp may claim to be confidential.

§8 Non-Discrimination. The Parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

§9 Use of Name. Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other Party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other Party as to each such use.

§10 Severability. The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

§11 Waiver. The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of the MOU.

§12 Assignment. No Party may assign this MOU or any rights or obligations under the MOU to any person or entity without the prior written consent of the other Party. Any assignment in violation of this provision is null and void.

§13 Governing Law. This MOU shall be construed and enforced solely pursuant to the laws of the State of Ohio, without giving effect to the principles of conflicts of laws thereof and the Parties agree that this MOU shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of Ohio. The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and federal courts located in the State of Ohio.

§14 Entire Agreement. This MOU constitutes the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such

subject matter. This MOU may subsequently be modified only by a written document executed by both Parties.


§15 Waiver. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this MOU or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth above, or to such other address as may later be specified in writing by either Party.

§16 Duration. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU. It is the intention of the Parties to enter into a formal agreement based upon the terms to be negotiated amongst the Parties and after obtaining the necessary approvals. This MOU shall remain in effect until the Parties execute a further agreement as contemplated above or one (1) year from execution, whichever occurs first. This MOU may be terminated, without cause, by either Party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

§17 Non-Binding. In addition to any conditions in other provisions of this MOU, it is expressly understood by the Parties that none of the rights, duties, and obligations described in this MOU shall be binding on either Party until a formal agreement is executed by the Parties in compliance with all statutory provisions under local, state and federal law.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date indicated below.

PTTGC America Corporation

By: 
Panod Awaiwanond, Managing Director

05/31/2022
Date

Solid Waste Authority of Central Ohio

By: _____
Susan Tilgner, Interim Executive Director

Date

Approved as to Form:

Rebecca L. Egelhoff, SWACO Director of Legal Affairs