

**FINDINGS OF THE STANTON
INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
UNDER THE
TEXAS ECONOMIC DEVELOPMENT ACT
ON THE
APPLICATION SUBMITTED
BY
ATLAS PIPELINE MID-CONTINENT WESTTEX LLC
(#1019)**



December 8, 2014

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OF THE
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SCHOOL DISTRICT BOARD OF TRUSTEES
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DECEMBER 8, 2014

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(#1019)

STATE OF TEXAS §

COUNTY OF MARTIN §

On the 8th day of December, 2014, a public meeting of the Board of Trustees of the Stanton Independent School District (“District”) was held. The meeting was duly posted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. At the meeting, the Board of Trustees took up and considered the application of Atlas Pipeline Mid-Continent Westtex LLC (“Applicant”) for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The Board of Trustees solicited input into its deliberations on the Application from interested parties within the District. After hearing presentations from the District’s administrative staff, and from consultants retained by the District to advise the Board in this matter, the Board of Trustees makes the following findings with respect to application from Applicant, and the economic impact of that application:

On July 21, 2014, the Superintendent of the District, acting as agent of the Board of Trustees, and the Texas Comptroller of Public Accounts (“Comptroller”) received an Application from Applicant for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code. The application was determined complete by the Comptroller on September 4, 2014. A copy of the Application is attached as **Attachment A**.

The Applicant, (Texas Taxpayer Id. 14217331074), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise taxpayer by the Comptroller. See **Attachment B**.

The Board of Trustees acknowledged receipt of the Application, along with the requisite application fee, established pursuant to Texas Tax Code § 313.025(a)(1) and Local District Policy.

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

The Application was reviewed by the Comptroller pursuant to Texas Tax Code §313.026, and a Comptroller Certificate was issued on September 10, 2014 in which the Comptroller has determined that: 1) the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised values; 2) the proposed project is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; and, 3) the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. A copy of the Certificate is attached to the findings as **Attachment C**.

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

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

The Texas Education Agency has evaluated the impact of the project on the District's facilities. TEA's determination is attached to these findings as **Attachment F**.

At the specific direction of the Comptroller's Office, the parties used the template Texas Economic Development Agreement. As required by the Comptroller's Office, the parties changed only the provisions of the template that the Comptroller permitted. The proposed Agreement is attached to these findings as **Attachment G**. In November 2014, the Texas Comptroller's Office announced its intention to modify Comptroller Form 50-

286 and to permit amendments to existing agreements including the agreement for which these Findings are being made.

After review of the Comptroller's Certificate and economic analysis, and in consideration of its own studies the Board finds:

Board Finding Number 1.

The Board finds that the property meets the requirements of §313.024 for eligibility for a limitation on appraised value.

In support of Finding 1, the Application indicates that:

Atlas Pipeline Mid-Continent Westtex LLC (Atlas) is requesting an appraised value limitation from Stanton Independent School District (SISD) for their proposed gas processing facility.

Property that is used for manufacturing satisfies the requirements of §313.024(b)(1).

Board Finding Number 2.

The project proposed by the applicant is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue, including state tax revenue, school district maintenance and operations ad valorem tax revenue attributable to the project, and any other tax revenue attributable to the effect of the project on the economy of the state, in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement.

In support of Finding 2, the economic impact evaluation Attachment B states:

This represents the Comptroller's determination that Atlas Pipeline Mid-Continent Westtex LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years		\$0	\$0	\$0	\$0
	2014	\$758	\$758	\$0	\$0
	2015	\$758	\$1,517	\$0	\$0
Limitation Period (10 Years)	2016	\$291,990	\$293,507	\$536,073	\$536,073
	2017	\$291,990	\$585,497	\$494,708	\$1,030,782
	2018	\$291,990	\$877,487	\$453,343	\$1,484,124
	2019	\$291,990	\$1,169,477	\$411,978	\$1,896,102
	2020	\$291,990	\$1,461,467	\$370,612	\$2,266,714
	2021	\$291,990	\$1,753,457	\$329,247	\$2,595,962
	2022	\$291,990	\$2,045,447	\$287,882	\$2,883,844
	2023	\$291,990	\$2,337,437	\$246,517	\$3,130,360
	2024	\$291,990	\$2,629,427	\$205,151	\$3,335,512
	2025	\$291,990	\$2,921,417	\$163,786	\$3,499,298
Maintain Viable Presence (5 Years)	2026	\$414,411	\$3,335,828	\$0	\$3,499,298
	2027	\$373,046	\$3,708,873	\$0	\$3,499,298
	2030	\$331,680	\$4,040,554	\$0	\$3,499,298
	2031	\$290,315	\$4,330,869	\$0	\$3,499,298
	2030	\$331,680	\$4,662,549	\$0	\$3,499,298
Additional Years as Required by 313.026(c)(1) (10 Years)	2031	\$290,315	\$4,952,864	\$0	\$3,499,298
	2032	\$207,585	\$5,160,449	\$0	\$3,499,298
	2033	\$207,585	\$5,368,034	\$0	\$3,499,298
	2034	\$207,585	\$5,575,618	\$0	\$3,499,298
	2035	\$207,585	\$5,783,203	\$0	\$3,499,298
	2036	\$207,585	\$5,990,788	\$0	\$3,499,298
	2037	\$207,585	\$6,198,372	\$0	\$3,499,298
	2038	\$207,585	\$6,405,957	\$0	\$3,499,298
	2039	\$207,585	\$6,613,542	\$0	\$3,499,298
	2040	\$207,585	\$6,821,126	\$0	\$3,499,298
		\$6,821,126	is greater than	\$3,499,298	
Analysis Summary					
Is the project reasonably likely to generate M&O tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?					Yes

Source: CPA, Atlas Pipeline Mid-Continent Westtexas LLC

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Board Finding Number 3.

The limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state.

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

The Comptroller has determined that the limitation on appraised value is a determining factor in the Atlas Pipeline Mid-Continent Westtex LLC's decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant, it has operations and assets in multiple states.
- Per the applicant, the applicant has made no investment to date on the project site, and thus the applicant is not geographically predisposed to the project site.
- Per the applicant, no construction has commenced at the project site.
- The applicant appears to have a clear ability to build in other locations.

Board Finding Number 4.

The Board finds that the Application Fee received for the Application for which these Findings are being made was reasonable and only in such an amount as was necessary to cover the District's costs of processing such Application.

Board Finding Number 5.

Based upon the information provided in the Application and in the Comptroller's Certificate package, the Board finds that that the number of jobs to be created and the wages to be paid comply with the requirements of statute. And, the Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the required job creation requirements, to wit: the provisions set forth in Subsections 9.1C&D of said Agreement.

The Applicant has committed to creating ten (10) new qualifying jobs. The average salary level of qualifying jobs will be at least \$52,364 per year. The review of the application by

the State Comptroller's Office indicated that this amount—based on Texas Workforce Commission data—complies with the requirement that qualifying jobs must pay 110 percent of the county average manufacturing wage. As defined in Section 313.021 of the Tax Code, "Qualifying job" means a permanent full-time job that:

- (A) requires at least 1,600 hours of work a year;
- (B) is not transferred from one area in this state to another area in this state;
- (C) is not created to replace a previous employee;
- (D) is covered by a group health benefit plan for which the business offers to pay at least 80 percent of the premiums or other charges assessed for employee-only coverage under the plan, regardless of whether an employee may voluntarily waive the coverage; and
- (E) pays at least 110 percent of the county average weekly wage for manufacturing jobs in the county where the job is located.

Board Finding Number 6.

The Applicant does not intend to create any non-qualifying jobs.

For any non-qualifying job the Applicant creates, the Applicant must pay at least the county average wage for all jobs in the county.

Board Finding Number 7.

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

In support of this finding, the analysis prepared by Moak, Casey & Associates projects that the project would initially add \$85 million to the tax base for debt service purposes at the peak investment level for the 2016-17 school year, with the project value expected to depreciate over the course of the agreement. The project remains fully taxable for debt services taxes, with the District levying a \$0.0411 per \$100 I&S rate. Under the estimates presented in the school finance analysis, the taxpayers of SISD should see long-term benefit from the Atlas project in meeting the District's future debt service needs even with the expected depreciation of the project's taxable value.

Board Finding Number 8.

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

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

Board Finding Number 9.

The Board finds that with the adoption of District Policy CCG (Local), implemented in conformance with both Comptroller and Texas Education Agency Rules governing Chapter 313 Agreements, it has developed a process to verify, either directly or through its consultants, the accuracy and completeness of information in annual eligibility reports and biennial progress reports regarding (1) the reported number of jobs created and (2) the reported amount invested in the property.

Board Finding Number 10.

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

The Board has developed a written policy CCG (Local) which requires, upon the filing of an Application under Tax Code Chapter 313, the retention of consultants in order to verify: (1) that Applicant's information contained in the Application as to existing facts is true and correct; (2) that Applicant's information contained in the Application with respect to projections of future events are commercially reasonable and within the ability of Applicant to execute; (3) that information related to job creation is commercially reasonable and within the ability of Applicant to execute; (4) that Applicant's

representations concerning and economic incentives being offered, if any, and (2) the proposed project meets eligibility requirements.

As a part of its verification process the Board notes that the Chapter 313 Application for which these Findings are being made has been submitted by Applicant under oath. Chapter 313 Applications are governmental records under Tex. Penal Code § 37.01(2)(A); as a result, all statements contained therein are representations of fact within the meaning of Tex. Penal Code § 37.01(3). Since Board action upon the adoption of these Findings and the approval of the Chapter 313 Tax Limitation Agreement (**Attachment G**) is an “official proceeding,” a false statement on a Chapter 313 application constitutes perjury under Tex. Penal Code § 37.03.

The Board finds that sworn statements are routinely used as an acceptable verification method for reliance by fact finders in each of the three separate branches of government, including trials.

The consultants have prepared signed statements that the consultants have reviewed and verified the contents of the Application and have determined that the current statements of fact contained in the Application are true and correct. The Board finds that reliance by the Board and its consultants upon verified statements of the Applicant, especially as to Applicant’s future intentions which cannot be objectively verified is reasonable and within the intent of Chapter 313, Texas Tax Code.

Board Finding Number 11.

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

The Board finds that the Chapter 313 Tax Limitation Agreement (**Attachment G**), in accordance with Comptroller’s Form 50-286, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement. According to the Texas Comptroller of Public Accounts’

School and Appraisal Districts' Property Value Study 2013 Final Findings made under Subchapter M, Chapter 403, Government Code for the preceding tax year, Attachment F, the total 2013 industrial value for the District is \$228.2 million. The District is categorized as Subchapter C, which applies only to a school district that has territory in a strategic investment area, as defined under Subchapter O, Chapter 171, Tax Code or in a county: (1) that has a population of less than 50,000 and (2) in which, from 1990 to 2000, according to the federal decennial census, the population: (A) remained the same; (B) decreased; or (C) increased, but at a rate of not more than three percent per annum. The District is classified as a "rural" district due to its population characteristics. Given that the value of industrial property in the District is more than \$200 million, it is classified as a Category I district which can offer a minimum value limitation of \$30 million.

Board Finding Number 12.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286, contains all required provisions and information related to the required investment amount, to wit: the amount set forth in Section 2.4B of said Agreement.

Board Finding Number 13.

The Applicant (Taxpayer Id. 14217331074) is eligible for the limitation on appraised value of qualified property as specified in the Agreement as an active franchise-tax paying entity.

The Applicant, (Texas Taxpayer Id. 14217331074), is an entity subject to Chapter 171, Texas Tax Code, and is certified to be an active franchise tax payer by the Comptroller. See **Attachment B**. The Board also finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess the eligibility of any business to which an agreement is transferred, to wit: the requirement that all assignments are amendments to the provision forth in Section 10.4 of said Agreement.

Board Finding Number 14.

The project will be located within an area that is currently designated as a reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code. Should it be required, the District will cooperate with the Applicant in ensuring that the area remains designated as a reinvestment zone through the Final Termination Date of the Agreement.

Board Finding Number 15.

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

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

Board Finding Number 16.

The Board finds that the methodology and processes for determining Applicant's revenue protection payments as are set forth in Article IV of the Chapter 313 Tax Limitation Agreement (Attachment G) comply with Texas Tax Code, Chapter 313.

Board Finding Number 17.

The Board finds that the Chapter 313 Tax Limitation Agreement (Attachment G), in accordance with Comptroller's Form 50-286 contains all required provisions necessary for the Board to assess performance standards and to require periodic deliverables that will enable it to hold businesses accountable for achieving desired results, to wit: the reporting requirements set forth in Article VIII of said Agreement.

Board Finding Number 18.

The Agreement for an Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code, attached hereto as Attachment G, is in the form of the template Texas Economic Development Act adopted by the Comptroller. Should a new template be adopted that corrects the broken cross references, clarifies wording and grammatical errors, and corrects contractual ambiguities not acceptable to either party, the Board finds that it would be in the District's best interest to agree to amend the Agreement.

Board Finding Number 19.

The Board finds that there are no conflicts of interest at the time of considering the agreement.

The Board finds that with the adoption of District Policies BBFA and BBFB, both (Legal) and (Local), that it has taken appropriate action to ensure that all District Trustees, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that with the adoption of District Policies DBD, DGA, and DH BBFB, both (Legal) and (Local) that it has taken appropriate action to ensure that all District employees and/or consultants, have disclosed any potential conflicts of interest, and that such disclosures will be made if any conflict of interest arises in the future, in compliance with the requirements of Texas Local Gov't Code §171.004.

The Board finds that that no non-disclosed conflicts of interest exist as to the Application for which these Findings are being made, as of the time of action on these Findings. In addition, Stanton ISD should ensure that disclosure occurs at the meeting at which the school board will vote on the business's application.

Board Finding Number 20.

The Board finds that it has directed that a link on its Web site to the Comptroller's Office's Web site where appraisal limitation related documents are made available to the public.

Board Finding Number 21.

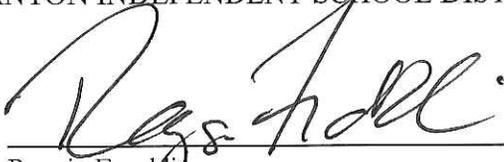
Considering the purpose and effect of the law and the terms of the Agreement, that it is in the best interest of the District and the State to enter into the attached Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

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

It is further ORDERED that upon the issuance by the Comptroller's Office of a new Form 50-286 that the Board, in accordance with Comptroller rules and new form 50-286, will consider an amendment to Attachment G upon the request of Applicant or District staff.

Dated the 8th day of December 2014.

STANTON INDEPENDENT SCHOOL DISTRICT

By: 
Reggie Franklin
President, Board of Trustees

ATTEST:

By: 
Daniel Ramos
Secretary, Board of Trustees



LYNN M. MOAK, PARTNER

DANIEL T. CASEY, PARTNER

December 1, 2014

President and Members
Board of Trustees
Stanton Independent School District
200 N. College
Stanton, Texas 79782

Re: Recommendations and Findings of the firm Concerning Application of Atlas Pipeline Mid-Continent Westtex LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

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

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

As a result of the foregoing it is our recommendation that the Board of Trustees approve the Application of Atlas Pipeline Mid-Continent Westtex LLC for the requested Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Casey".

Daniel T. Casey
Partner

www.moakcasey.com

O'HANLON, McCOLLOM & DEMERATH

ATTORNEYS AND COUNSELORS AT LAW

808 WEST AVENUE
AUSTIN, TEXAS 78701
TELEPHONE: (512) 494-9949
FACSIMILE: (512) 494-9919

KEVIN O'HANLON
CERTIFIED, CIVIL APPELLATE
CERTIFIED, CIVIL TRIAL

LESLIE McCOLLOM
CERTIFIED, CIVIL APPELLATE
CERTIFIED, LABOR AND EMPLOYMENT
TEXAS BOARD OF LEGAL SPECIALIZATION

JUSTIN DEMERATH

December 1, 2014

President and Members
Of the Board of Trustees
Stanton Independent School District
200 North College
Stanton, Texas 79782

Re: Recommendations and Findings of the Firm Concerning Application of Atlas Pipeline Mid-Continent Westtexas LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes

Dear President and Members of the Board of Trustees:

Please accept this letter as formal notification of the completion of due diligence research on behalf of the Stanton Independent School District, with respect to the pending Application of Atlas Pipeline Mid-Continent Westtexas LLC for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, to be effected by an agreement with a first qualifying time year of 2014. Since our engagement on behalf of the District, we have been actively engaged in reviewing the pending Application and verifying its contents. We have also negotiated an Agreement between the District and Atlas Pipeline Mid-Continent Westtexas LLC Based upon our review we have drawn the following conclusions:

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

Letter to Stanton ISD
December 1, 2014
Page 2 of 2

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

As a result of the foregoing conclusions it is our recommendation that the Board of Trustees approve the Application of Atlas Pipeline Mid-Continent Westtex LLC for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes.

Sincerely,

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

Kevin O'Hanlon
For the Firm

Attachment A

Application

July 21st, 2014

Stanton ISD
Mr. David Carr
200 North College Street
Stanton, Texas 79782

RE: Application for Section 313 – Value Limitation Agreement

Atlas Pipeline Mid-Continent Westex, LLC is considering plans to build a 200mmscf/d gas processing plant inside Stanton ISD which will allow us the ability to process raw natural gas into useable products. The estimated investment for this project will be approximately \$90mm, with estimated completion in the 4th quarter of 2015.

The positive economic impact stretches beyond the investment by providing a number of jobs during the construction phase, and at least 10 full time local jobs once construction is complete.

Atlas Pipeline Mid-Continent Westex, LLC is committed to the growth and welfare of the community. We believe our investment in Martin County affirms our dedication to maintaining a considerable presence in the area.

Attached is our application for property tax limitation. We respectfully request this 10 year limitation under The Appraised Value Limitation on Qualified Property (Chapter 313 of the Texas Tax Code).

Please feel free to contact me if you have any questions. I can be reached via telephone 469-298-1594 or by email mfry@keatax.com.

Sincerely,


Mike Fry

TAB 01

Application



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

Economic Development
and Analysis
Form 50-296-A

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

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

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

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

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

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

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links on this Web page to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

7-21-14

Date Application Received by District

David

Carr

First Name

Last Name

Superintendent

Title

Stanton Independent School District

School District Name

200 North College

Street Address

200 North College

Mailing Address

Stanton

Texas

79782

City

State

ZIP

432-756-2226

Phone Number

Fax Number

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? Yes No

The Economic Development and Analysis Division at the Texas Comptroller of Public Accounts provides information and resources for taxpayers and local taxing entities.

For more information, visit our website:
www.TexasAhead.org/tax_programs/chapter313/

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

Kevin	O'Hanlon
First Name	Last Name
Attorney	
Title	
O'Hanlon, McCollom & Demerath, PC	
Firm Name	
512-494-9949	512-494-9919
Phone Number	Fax Number
	kohanlon@808west.com
	Email Address
Mobile Number (optional)	

4. On what date did the district determine this application complete? 7-30-14
5. Has the district determined that the electronic copy and hard copy are identical? Yes No

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

Jason	Duncan	
First Name	Last Name	
Controller	Atlas Pipeline Mid-Continent Westtex LLC	
Title	Organization	
110 W 7th, Suite 2300		
Street Address		
110 W 7th, Suite 2300		
Mailing Address		
Tulsa	Oklahoma	74119
City	State	ZIP
918-574-3500	918-574-3987	
Phone Number	Fax Number	
	jduncan@atlaspipeline.com	
Mobile Number (optional)	Business Email Address	

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

2a. If yes, please fill out contact information for that person.

Robert W.	Karlovich	
First Name	Last Name	
CFO & CAO	Atlas Pipeline Mid-Continent Westtex LLC	
Title	Organization	
110 W 7th, Suite 2300		
Street Address		
110 W 7th, Suite 2300		
Mailing Address		
Tulsa	Oklahoma	74119
City	State	ZIP
918-574-3500	918-574-3987	
Phone Number	Fax Number	
	rkarlovich@atlaspipeline.com	
Mobile Number (optional)	Business Email Address	

3. Does the applicant authorize the consultant to provide and obtain information related to this application? Yes No

Application for Appraised Value Limitation on Qualified Property



SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

Mike	Fry
First Name	Last Name
Authorized Agent	
Title	
K E Andrews 1900 Dalrock Road; Rowlett, Texas 75088	
Firm Name	
469-298-1594	469-298-1619
Phone Number	Fax Number
mfry@keatax.com	
Business Email Address	

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? Yes No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? Yes No N/A
3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? Atlas Pipeline Mid-Continent Westtexas LLC
2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) 1-42-1733107-4
3. List the NAICS code 325120
4. Is the applicant a party to any other pending or active Chapter 313 agreements? Yes No
- 4a. If yes, please list application number, name of school district and year of agreement
#340, Rankin ISD, 2014

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (*corporation, limited liability corporation, etc*) Limited Liability Corporation
2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? Yes No
- 2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.
3. Is the applicant current on all tax payments due to the State of Texas? Yes No
4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? Yes No N/A
5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

SECTION 6: Eligibility Under Tax Code Chapter 313.024

1. Are you an entity subject to the tax under Tax Code, Chapter 171? Yes No
2. The property will be used for one of the following activities:
 - (1) manufacturing Yes No
 - (2) research and development Yes No
 - (3) a clean coal project, as defined by Section 5.001, Water Code Yes No
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code Yes No
 - (5) renewable energy electric generation Yes No
 - (6) electric power generation using Integrated gasification combined cycle technology Yes No
 - (7) nuclear electric power generation Yes No
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) Yes No
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051 Yes No
3. Are you requesting that any of the land be classified as qualified investment? Yes No
4. Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
5. Will any of the proposed qualified investment be leased under an operating lease? Yes No
6. Are you including property that is owned by a person other than the applicant? Yes No
7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? Yes No

SECTION 7: Project Description

1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
2. Check the project characteristics that apply to the proposed project:

<input checked="" type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements (<i>complete Section 13</i>)
<input type="checkbox"/> Expansion of existing operation on the land (<i>complete Section 13</i>)	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

1. Does the applicant currently own the land on which the proposed project will occur? Yes No
2. Has the applicant entered into any agreements or contracts for work to be performed related to the proposed project? Yes No
3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
4. Has the applicant made public statements in SEC filings or other official documents regarding its intentions regarding the proposed project location? Yes No
5. Has the applicant received any local or state permits for activities on the proposed project site? Yes No
6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
7. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? Yes No
8. Has the applicant considered or is the applicant considering other locations not in Texas for the proposed project? Yes No
9. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
10. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No

If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

Application for Appraised Value Limitation on Qualified Property



SECTION 9: Projected Timeline

1. Application approval by school board December, 2014
2. Beginning of qualifying time period January 2015
3. First year of limitation 2016
4. Begin hiring new employees May 2015
5. Commencement of commercial operations August 2015
6. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (date your application is finally determined to be complete)? Yes No
Note: Improvements made before that time may not be considered qualified property.
7. When do you anticipate the new buildings or improvements will be placed in service? August 2015

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located Martin County
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property Martin County CAD
3. Will this CAD be acting on behalf of another CAD to appraise this property? Yes No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:

County: <u>Martin County, .237412, 100%</u> <i>(Name, tax rate and percent of project)</i>	City: <u>N/A</u> <i>(Name, tax rate and percent of project)</i>
Hospital District: <u>Martin County Hospital, .129, 100%</u> <i>(Name, tax rate and percent of project)</i>	Water District: <u>Martin Co Freshwater, .088230, 100%</u> <i>(Name, tax rate and percent of project)</i>
Other (describe): <u>N/A</u> <i>(Name, tax rate and percent of project)</i>	Other (describe): <u>N/A</u> <i>(Name, tax rate and percent of project)</i>
5. Is the project located entirely within the ISD listed in Section 1? Yes No
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? Yes No
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller's website at www.texasahead.org/tax_programs/chapter313/.

1. At the time of application, what is the estimated minimum qualified investment required for this school district? 30,000,000.00
2. What is the amount of appraised value limitation for which you are applying? 30,000,000.00
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? Yes No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - c. a detailed map of the qualified investment showing location of new buildings or new improvements with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? Yes No

For more information, visit our website: www.TexasAhead.org/tax_programs/chapter313/

SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
 - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? Yes No
 - 2a. If yes, attach complete documentation including:
 - a. legal description of the land (Tab 9);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
 - c. owner (Tab 9);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? Yes No
 - 3a. If yes, attach the applicable supporting documentation:
 - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
 - b. legal description of reinvestment zone (Tab 16);
 - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
 - d. guidelines and criteria for creating the zone (Tab 16); and
 - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
 - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone? December 2014

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
 - a. maps and/or detailed site plan;
 - b. surveys;
 - c. appraisal district values and parcel numbers;
 - d. inventory lists;
 - e. existing and proposed property lists;
 - f. model and serial numbers of existing property; or
 - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): \$ 0.00
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): \$ 0.00

Note: Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

Application for Appraised Value Limitation on Qualified Property



SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)? 0

2. What is the last complete calendar quarter before application review start date:
 First Quarter Second Quarter Third Quarter Fourth Quarter of 2014
(year)

3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)? 125
Note: For job definitions see TAC §9.1051 and Tax Code §313.021(3).

4. What is the number of new qualifying jobs you are committing to create? 10

5. What is the number of new non-qualifying jobs you are estimating you will create? 0

6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No
 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.

7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
 - a. Average weekly wage for all jobs (all industries) in the county is 868.00
 - b. 110% of the average weekly wage for manufacturing jobs in the county is no data available
 - c. 110% of the average weekly wage for manufacturing jobs in the region is 1,007.01

8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)

9. What is the minimum required annual wage for each qualifying job based on the qualified property? 52,364.40

10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property? 52,364.40

11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No

12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.024(d-2)? Yes No
 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).

13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? Yes No
 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

Application for Appraised Value Limitation on Qualified Property



APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> a) Project vicinity b) Qualified investment including location of new buildings or new improvements c) Qualified property including location of new buildings or new improvements d) Existing property e) Land location within vicinity map f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size <p>Note: Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> a) evidence that the area qualifies as a enterprise zone as defined by the Governor's Office b) legal description of reinvestment zone* c) order, resolution or ordinance establishing the reinvestment zone* d) guidelines and criteria for creating the zone* <p>* To be submitted with application or before date of final application approval by school board</p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

TAB 02

Proof of Payment of Application Fee

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public
Accounts)*

TAB 03

Documentation of Combined Group Membership

Documentation of Combined Group Membership

Atlas Pipeline Mid-Continent Westtexas LLC is the filing entity for the APL combined group that files the Texas Margin/Franchise Tax return on an annual basis. See attached extension filed which includes the Report Year 2013 (accounting year 2012) estimated liability of \$433k along with a listing of all the companies included in the combined report. The attached is based on companies owned as of 12/31/13.

795423P 380761

TX2014 05-164
Ver. 5.0 (Rev. 9-19/7)

Texas Franchise Tax Extension Request

Code 13258 ANNUAL

Taxpayer number 14217331074 Report year 2014 Due date 05/15/2014

Taxpayer name ATLAS PIPELINE MID-CONTINENT WESTTEX, LLC					Secretary of State file number or Comptroller file number
Mailing address 110 WEST 7TH STREET, SUITE 2300					0800858817
City TULSA	State OK	Country USA	ZIP Code 74119	Plus 4	Check box if the address has changed <input type="checkbox"/>
Check box if this is a combined report <input checked="" type="checkbox"/>					

If this extension is for a combined group, you must also complete and submit Form 05-165.

Note to mandatory Electronic Fund Transfer (EFT) payers:
When requesting a second extension do not submit an Affiliate List Form 05-165.

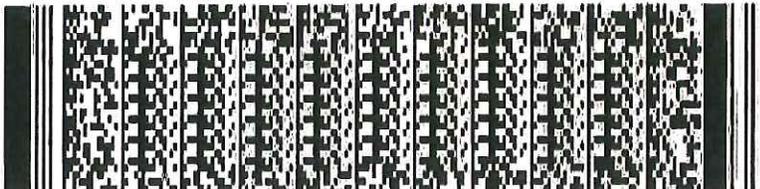
1. Extension payment (Dollars and cents) 1. 65000.00

Print or type name		Area code and phone number
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.		Mail original to: Texas Comptroller of Public Accounts P.O. Box 149348 Austin, TX 78714-9348
sign here 	Date	

If you have any questions regarding franchise tax, you may contact the Texas Comptroller's field office in your area or call 1-800-252-1381. Instructions for each report year are online at www.window.state.tx.us/taxinfo/taxforms/05-forms.html.

Taxpayers who paid \$10,000 or more during the preceding fiscal year (Sept. 1 thru Aug. 31) are required to electronically pay their franchise tax. For more information visit www.window.state.tx.us/webfile/req_franchise.html.

Texas Comptroller Official Use Only



VE/DE				
PM Date				



Texas Franchise Tax Extension Affiliate List

Tcode 13298

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

14217331074

2014

ATLAS PIPELINE MID-CONTINENT WESTTEX,

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ATLAS PIPELINE MID-CONTINENT, LLC	■ 13714929802	■ <input type="checkbox"/>
2. ATLAS CHANEY DELL, LLC	■ 421733101	■ <input checked="" type="checkbox"/>
3. ATLAS PIPELINE MID-CONTINENT WESTOK, LLC	■ 421733110	■ <input checked="" type="checkbox"/>
4. ATLAS MIDKIFF, LLC	■ 421733099	■ <input checked="" type="checkbox"/>
5. NOARK ENERGY SERVICES, LLC	■ 731551901	■ <input checked="" type="checkbox"/>
6. SETTING SUN PIPELINE CORPORATION	■ 17600003291	■ <input type="checkbox"/>
7. SLIDER WESTOK GATHERING LLC	■ 263063706	■ <input checked="" type="checkbox"/>
8. VELMA INTRASTATE GAS TRANSMISSION COMPANY LLC	■ 262877615	■ <input checked="" type="checkbox"/>
9. ATLAS PIPELINE NGL HOLDINGS II, LLC	■ 32044175597	■ <input type="checkbox"/>
10. ATLAS PIPELINE MID-CONTINENT WESTTEX, LL	■ 14217331074	■ <input type="checkbox"/>
11. ATLAS PIPELINE NGL HOLDINGS, LLC	■ 800710914	■ <input checked="" type="checkbox"/>
12. ATLAS PIPELINE MID-CONTINENT HOLDINGS LLC	■ 455528668	■ <input checked="" type="checkbox"/>
13. APL ARKOMA HOLDINGS, LLC	■ 900918336	■ <input checked="" type="checkbox"/>
14. APL ARKOMA, INC	■ 273684911	■ <input checked="" type="checkbox"/>
15. APL ARKOMA MIDSTREAM, LLC	■ 273677594	■ <input checked="" type="checkbox"/>
16. APL BARNETT, LLC	■ 452561587	■ <input checked="" type="checkbox"/>
17. APL GAS TREATING, LLC	■ 32040328208	■ <input type="checkbox"/>
18. CENTRAHOMA PROCESSING LLC	■ 261896466	■ <input checked="" type="checkbox"/>
19. PECOS PIPELINE LLC	■ 32038285220	■ <input type="checkbox"/>
20. TESUQUE PIPELINE LLC	■ 32040255062	■ <input type="checkbox"/>
21. VELMA GAS PROCESSING COMPANY LLC	■ 451543387	■ <input checked="" type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

Texas Comptroller Official Use Only



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Texas Franchise Tax Extension Affiliate List

Tcode 13298

Reporting entity taxpayer number 14217331074 Report year 2014 Reporting entity taxpayer name ATLAS PIPELINE MID-CONTINENT WESTTEX,

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. APL SOUTHTEX MIDSTREAM LLC	32042431729	<input type="checkbox"/>
2. APL SOUTHTEX PIPELINE COMPANY LLC	32028766833	<input type="checkbox"/>
3. APL SOUTHTEX MIDSTREAM HOLDING COMPANY LP	208721377	<input type="checkbox"/>
4. APL SOUTHTEX GAS UTILITY COMPANY LP	32035041303	<input type="checkbox"/>
5. ATLAS SOUTHTEX MIDSTREAM COMPANY LP	208721274	<input type="checkbox"/>
6. APL SOUTHTEX TRANSMISSION COMPANY LP	32048821469	<input type="checkbox"/>
7. APL SOUTHTEX PROCESSING COMPANY LP	452502762	<input type="checkbox"/>
8. T2 LASALLE GATHERING COMPANY LLC	320404177	<input type="checkbox"/>
9.		<input type="checkbox"/>
10.		<input type="checkbox"/>
11.		<input type="checkbox"/>
12.		<input type="checkbox"/>
13.		<input type="checkbox"/>
14.		<input type="checkbox"/>
15.		<input type="checkbox"/>
16.		<input type="checkbox"/>
17.		<input type="checkbox"/>
18.		<input type="checkbox"/>
19.		<input type="checkbox"/>
20.		<input type="checkbox"/>
21.		<input type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

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TAB 04

Detailed Description of Project

DETAILED PROJECT DESCRIPTION OF QUALIFIED INVESTMENT
STANTON INDEPENDENT SCHOOL DISTRICT

Atlas Pipeline Mid-Continent Westtex LLC (or "the Company") currently has operations and assets in Colorado, Kansas, New Mexico, Oklahoma, Pennsylvania, Tennessee, and Texas. Atlas is expanding with hundreds of miles of gathering lines in multiple counties. They allocate capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However, Atlas Pipeline Mid-Continent Westtex LLC could redirect its expenditures to build the plant in the following States or Texas Counties mentioned below:

Midland County – Texas
Andrews County – Texas
New Mexico
Oklahoma

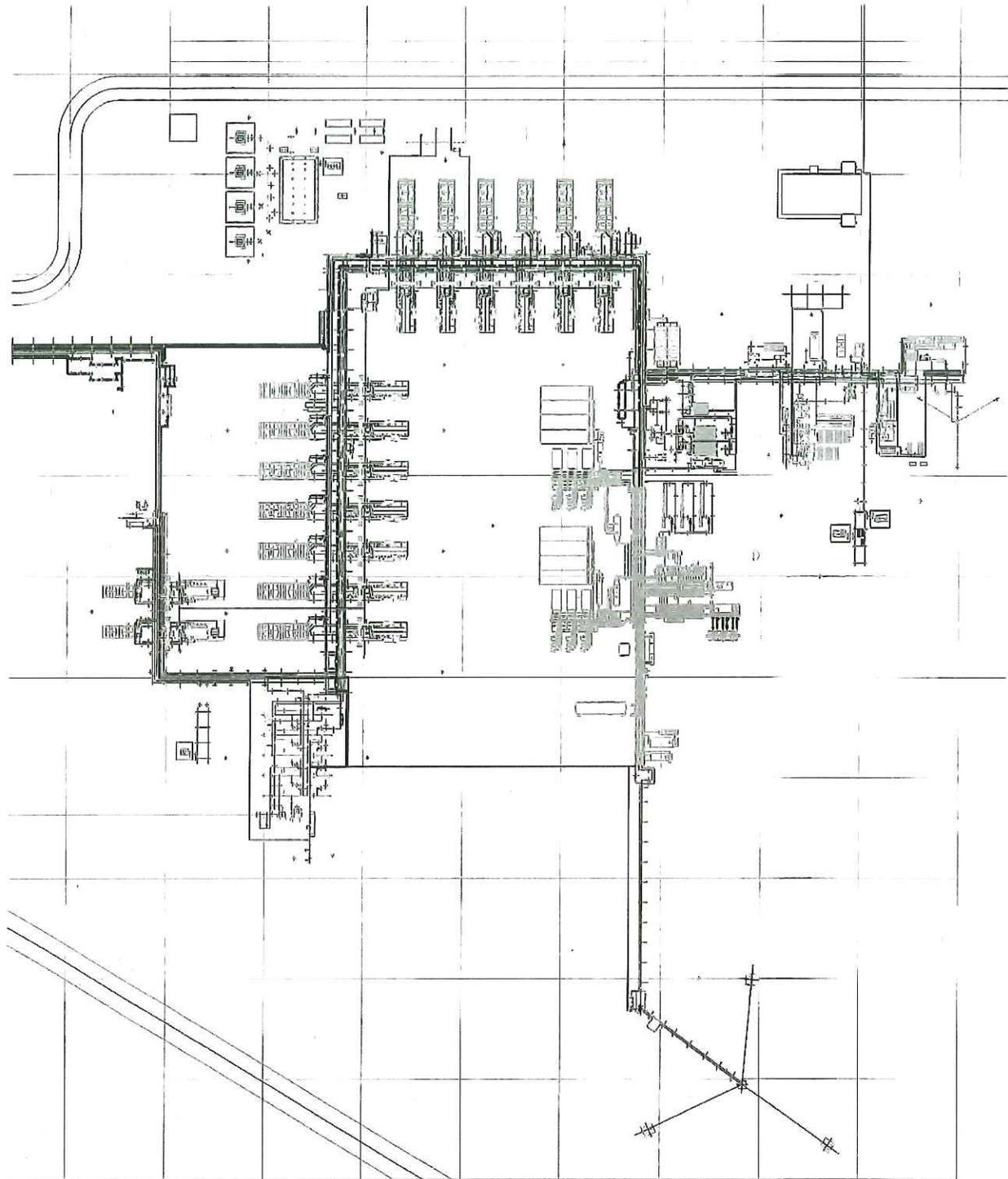
Proposed Project Description

Atlas Pipeline Mid-Continent Westtex LLC proposes to build a new 200 mmscf/d Gas Processing Plant in Martin County, Texas. This would be located within the Martin County Hospital, and Water District.

Cryogenic Natural Gas Processing Plant

The Buffalo Plant would include the installation of a refrigerated cryogenic gas plant. If completed, the Buffalo Gas Processing Plant will be designed to process 200mmcf/d of gas and would include the following components, providing long-term processing, compression and residue gas takeaway:

- Buildings, Foundations, Inlet Separator, Amine Unit, Boilers, Heat Exchangers, Natural Gas/Air/H2O Piping, Control
- Valves, Dehydration Units, Knock Out Drums, Slug Catcher, Compressors, Vessels, Heat Exchanger, SCADA plus Controls.
- ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leak Detection; (L) Liners, Containment.



TAB 05

Limitation as Determining Factor

Ability to locate or relocate:

Atlas Pipeline Mid-Continent Westtex LLC (or "the Company") currently has operations and assets in Colorado, Kansas, New Mexico, Oklahoma, Pennsylvania, Tennessee, and Texas. Atlas is expanding with hundreds of miles of gathering lines in multiple counties. They allocate capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However, Atlas Pipeline Mid-Continent Westtex LLC could redirect its expenditures to build the plant in the following States or Texas Counties mentioned below:

Midland County – Texas
Andrews County – Texas
New Mexico
Oklahoma

TAB 06

N/A

TAB 07

DETAILED PROJECT DESCRIPTION OF QUALIFIED INVESTMENT
STANTON INDEPENDENT SCHOOL DISTRICT

Atlas Pipeline Mid-Continent Westtex LLC (or “the Company”) currently has operations and assets in Colorado, Kansas, New Mexico, Oklahoma, Pennsylvania, Tennessee, and Texas. Atlas is expanding with hundreds of miles of gathering lines in multiple counties. They allocate capital investment to projects and locations that create the best economic return. The existence of a limitation on tax value is a significant factor in calculating the economic return and allocation of reserves to the project. However, Atlas Pipeline Mid-Continent Westtex LLC could redirect its expenditures to build the plant in the following States or Texas Counties mentioned below:

Midland County – Texas
Andrews County – Texas
New Mexico
Oklahoma

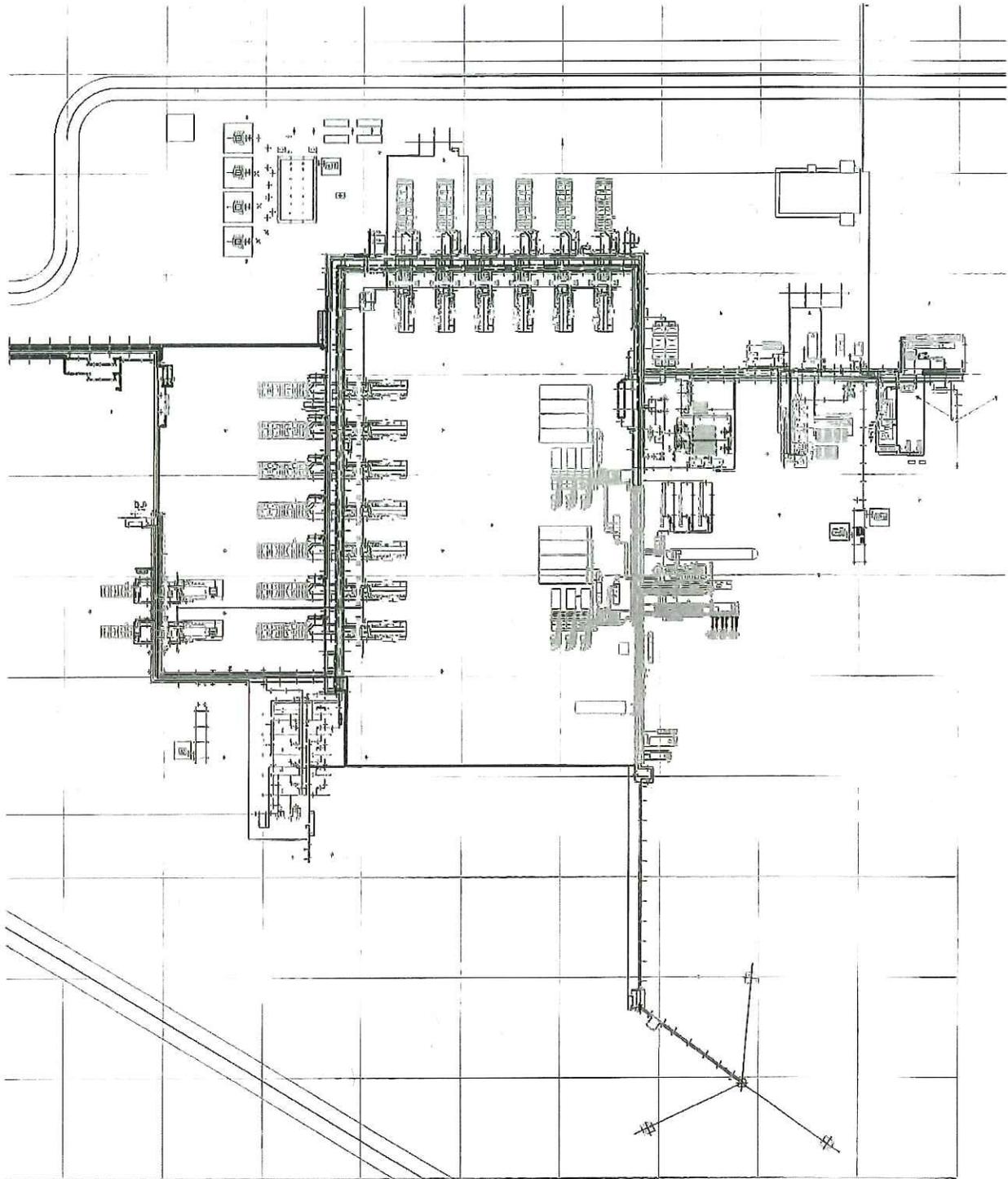
Proposed Project Description

Atlas Pipeline Mid-Continent Westtex LLC proposes to build a new 200 mmscf/d Gas Processing Plant in Martin County, Texas. This would be located within the Martin County Hospital, and Water District.

Cryogenic Natural Gas Processing Plant

The Buffalo Plant would include the installation of a refrigerated cryogenic gas plant. If completed, the Buffalo Gas Processing Plant will be designed to process 200mmcf/d of gas and would include the following components, providing long-term processing, compression and residue gas takeaway:

- Buildings, Foundations, Inlet Separator, Amine Unit, Boilers, Heat Exchangers, Natural Gas/Air/H₂O Piping, Control
- Valves, Dehydration Units, Knock Out Drums, Slug Catcher, Compressors, Vessels, Heat Exchanger, SCADA plus Controls.
- ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leak Detection; (L) Liners, Containment.



TAB 08

Please refer to Tab 07

TAB 09

Description of Land

The land property associated with the proposed project is described as Category D land located exclusively in Martin County, Texas. The legal description of the land within the reinvestment zone can be found in Tabs 9 and 16. Currently, no structures or components related to the project reside on the designated land. A map of existing property at the site can be found in Tab 11. Associated Martin County Appraisal District accounts include:

PID: 9925

PID: 9928

PID: 9936

Martin County Appraisal District

Chief Appraiser - Marsha Graves, RPA/RTA



General Real Estate Property Details

[New Property Search](#)

[Go To Previous Page](#)

Property ID: 9925

Account / Geo Number:
00381-00005-00203-000000

Property Legal Description:
SEC 38-1-N
5 S/2
1/4 UND INT

Survey / Sub Division Abstract:

Property Location:

Block:

Owner Information:
ADLEY PROPERTIES LLC
400 N MARIENFELD ST STE 200
MIDLAND TX 79701

Section / Lot:

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:
COATS RICHARD HARLAN JR &

Deed Information:

Volume: 348
Page: 201
File Number:
Deed Date: 8/23/2012

[View Previous Owner Information](#)

Property Detail:

Agent: None
Property Exempt:
Category/SPTB Code: D1
Total Acres: 80.000



Click the button above for a printable version of this record with all available details.



Total Living Sqft:	See I il
Owner Interest:	1.000000
Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	9,980
Land Market Value:	38,980
Improvement Value:	0
Property Market Value:	38,980



Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	MARTIN CO APPR DIST	38,980		0	10,000
01	MARTIN COUNTY	38,980		0	10,000
32	STANTON I.S.D.	38,980		0	10,000
60	MARTIN HOSP DIST	38,980		0	10,000
61	PERMIAN BASIN WTR DIST	38,980		0	10,000

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FRITCHARD & ABBOTT, INC.
VALUATION CONSULTANTS

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Version 1.9.7

Martin County Appraisal District

Chief Appraiser - Marsha Graves, RPA/RTA



Official Website

Hosted By Pritchard & Abbott, Inc.



General Real Estate Property Details

[New Property Search](#)

[Go To Previous Page](#)

Property ID: 9928

Account / Geo Number:
00381-00014-00100-000004

Property Legal Description:
SEC 38-1-N
14
1/4 UND INT

Survey / Sub Division Abstract:

Property Location:

Block:

Owner Information:
ADLEY PROPERTIES LLC
400 N MARIENFELD ST STE 200
MIDLAND TX 79701

Section / Lot:

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:
COATS RICHARD HARLAN JR &

Deed Information:

Volume: 348
Page: 201
File Number:
Deed Date: 8/23/2012

[View Previous Owner Information](#)

Property Detail:

Agent: None
Property Exempt:
Category/SPTB Code: D1
Total Acres: 164.000



Click the button above for a printable version of this record with all available details.



Total Living Sqft:	See File
Owner Interest:	1.000000
Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	10,450
Land Market Value:	42,890
Improvement Value:	0
Property Market Value:	42,890



Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	MARTIN CO APPR DIST	42,890		0	10,480
01	MARTIN COUNTY	42,890		0	10,480
32	STANTON I.S.D.	42,890		0	10,480
60	MARTIN HOSP DIST	42,890		0	10,480
61	PERMIAN BASIN WTR DIST	42,890		0	10,480

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VALUATION CONSULTANTS

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Martin County Appraisal District

Chief Appraiser - Marsha Graves, RPA/RTA



Official Website

Hosted By Pritchard & Abbott, Inc.



General Real Estate Property Details

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Property ID: 9936

Account / Geo Number:

00381-00015-00103-000000

Property Legal Description:

SEC 38-1-N

15

1/4 UND INT

Survey / Sub Division Abstract:

Property Location:

Block:

Section / Lot:

Owner Information:

ADLEY PROPERTIES LLC

400 N MARIENFELD ST STE 200

MIDLAND TX 79701

[View Building Detail Information](#)

[View Land Detail Information](#)

Previous Owner:

COATS RICHARD HARLAN JR &

[View Previous Owner Information](#)

Deed Information:

Volume: 348

Page: 201

File Number:

Deed Date: 8/23/2012

Property Detail:

Agent: None

Property Exempt:

Category/SPTB Code: D1

Total Acres: 160.500

Click the button above for a printable version of this record with all available details.

Total Living Sqft:	See full
Owner Interest:	1.000000
Homestead Exemption:	
Homestead Cap Value:	0
Land Ag/Timber Value:	17,460
Land Market Value:	69,830
Improvement Value:	7,990
Property Market Value:	77,820



Jur Code	Description	Market Value	Homestead	Total Exemption	Taxable
00	MARTIN CO APPR DIST	77,820		0	26,600
01	MARTIN COUNTY	77,820		0	26,600
32	STANTON I.S.D.	77,820		0	26,600
60	MARTIN HOSP DIST	77,820		0	26,600
61	PERMIAN BASIN WTR DIST	77,820		0	26,600

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LIMITED TITLE CERTIFICATE
for
Atlas Pipeline Mid-Continent WestTex, LLC

PROJECT: Martin County 24" Steel
AFE: 131700312

STATE OF TEXAS
COUNTY OF MARTIN

The undersigned, hereby certifies that he has examined the records pertaining to the title to the foregoing described real estate in said County & State, to-wit:

100% Section 15, Block 38, T-1-N, T & P RR. Co. Survey, Martin County, Texas

It appears the record title to such land is to the following:

25% each Undivided Interest Section 15, Block 38, T-1-N

Robert C. Schlagal, Trustee
Of the R.C. Schlagal Trust,
Dated 11-1-1992
202 North Eisenhower
Midland, TX 79703

Abyss Inc. Mark Dehlinger, Manager
2302 Culpeper Drive
Midland, TX 79705

John L. Schlagal, Trustee
Of the John L. Schlagal
Living Trust, dated 6-15-2000
5700 SCR 1200
Midland, TX 79706

Adley Properties, L.L.C, Richard Coats, Manager
400 Marlenfeld, Suite 200
Midland, TX 79701

CHAIN OF TITLE

103/772
WD
12-3-1999
100% Section 15, Block 38, T-1-N
FROM: Wesley W. Williams, 3rd, Pamela Eames, Tracie Waters
TO: Cecil E. McMorris and wife Nellie M. McMorris

119/230
WD
7-26-2001
100% Section 15, Block 38, T-1-N
FROM: Cecil E. McMorris and wife Nellie M. McMorris
TO: Cecil E. and Nellie McMorris Family Investments, L.P.

190/255
WDVL
1-10-2007
100% Section 15, Block 38, T-1-N
FROM: Cecil E. and Nellie McMorris Family Investments, L.P.
TO: Randy Swan

299/644
WD
3-31-2011
25% each of Section 15, Block 38, T-1-N
FROM: Randy Swan
TO: Robert C. Schlagal, Trustee of the R.C. Schlagal Trust
John L. Schlagal, Trustee of the John L. Schlagal Living Trust
Abyss, Inc. Mark Dehlinger, Manager
Adley Properties LLC, Richard Coats, Manag

347/633
GWD
8-1-2012
FROM: Cactus Energy
TO: Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust
Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust

348/201
WD
8-13-2012
FROM: Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust
Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust
TO: Adley Properties LLC

NOTICE: SHOULD ANY ERRORS OR OMISSIONS BE DISCOVERED IN THIS DOCUMENT, PLEASE NOTIFY THE PREPARER SO THAT IT CAN BE CORRECTED AND RE-DISTRIBUTED.

This search is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title, and does not cover any instruments filed as a chattel only. Further, at the direction of Atlas Pipeline Mid-Continent WestTex, LLC no examination of the mortgage, lien, judgment or law suit records were searched.

John Bigley

Date: 3-26-2014

772

APPA 1115

1541

THE STATE OF TEXAS §
COUNTY OF MARTIN §

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, We, **WESLEY W. WILLIAMS, III, PAMELA EAMES and TRACIE WATERS**, all not joined herein by our respective spouses, if any, for the reason that the hereinafter-described property constitutes no part of our homestead, nor any portion of our jointly-controlled community property, (hereinafter referred to as "Grantors"), for and in consideration of the sum of Three Hundred Twenty-three Thousand Eighty-five and 40/100ths (\$323,085.40) Dollars, cash in hand paid by the Grantees hereinafter, the receipt and sufficiency of which are hereby acknowledged and confessed; have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby **GRANT, SELL and CONVEY** unto **CHEL E. McMORRIS and wife, NELLIE M. McMORRIS**, whose mailing address is 2621 Santiago Avenue, Lubbock, Texas 79407, (hereinafter referred to as "Grantees"), all of the following-described tract or parcel of land, lying and being situated in the County of Martin, State of Texas, to-wit:

Being a 1615.427 acre tract of land being a part of the S/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&P Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" Iron pipe found for the called Southwest corner of Section 6 of said Block 38, T-1-N, T&P Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract;

THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 5388.89 feet to a railroad spike set in County Road No. C 2950 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meek by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;

THENCE N. 15° 19' 42" W. along the West line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the S/2 of Section 5, from which point a 1/2" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 108.8 feet;

THENCE N. 74° 31' 10" E. along the North line of this tract and the South line of the N/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 5251.99 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.78 feet;

THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;

THENCE S. 74° 29' 25" E. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, T&P Ry. Co. Survey as conveyed to Tant Lindsay by Deed recorded in Volume 48, Page 396, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 63, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5236.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest corner of Section 17 as conveyed to Tant Lindsay by Deed recorded in Volume 42, Page 255, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 64, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.22 feet;

THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schaecker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted **SUBJECT TO** the following:

- (a) Easement to Permian Corp. dated October 29, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.

RECORDED NOTE:
PORTIONS OF THE TEXT OF THIS INSTRUMENT NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION.

MARTIN COUNTY

- (b) Easement to Adobe Resources dated June 12, 1987, recorded in Volume 285, Page 599, Deed Records, Martin County, Texas.
- (c) Easement to Adobe Resources dated June 17, 1987, recorded in Volume 286, Page 49, Deed Records, Martin County, Texas.
- (d) Easement to Caprock Electric Coop. dated March 2, 1987, recorded in Volume 284, Page 757, Deed Records, Martin County, Texas.
- (e) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (f) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 32, Page 159, Deed of Trust Records, Martin County, Texas.
- (g) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.
- (h) Easement to Adobe Oil Co., dated January 24, 1977, recorded in Volume 172, Page 61, Deed Records, Martin County, Texas.
- (i) Easement to Caprock Electric Coop. dated May 8, 1978, recorded in Volume 179, Page 369, Deed Records, Martin County, Texas.
- (j) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (k) Easement to Permian Basin Pipelines Co. dated July 14, 1953, recorded in Volume 64, Page 629, Deed Records, Martin County, Texas.
- (l) Easement to Westar Transmission Co. dated July 29, 1998, recorded in Volume 94, Page 386, Official Records, Martin County, Texas.
- (m) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 70, Page 422, Deed Records, Martin County, Texas.
- (n) Easement to Adobe Resources dated May 23, 1988, recorded in Volume 297, Page 387, Deed Records, Martin County, Texas.
- (o) Easement to Caprock Electric Coop. dated August 22, 1984, recorded in Volume 249, Page 175, Deed Records, Martin County, Texas.
- (p) Easements to Caprock Electric Coop. dated October 17, 1980, recorded in Volume 203, Pages 600 and 601, Deed Records, Martin County, Texas.
- (q) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (r) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (s) Easement to Permian Corp. dated December 17, 1970, recorded in Volume 132, Page 365, Deed Records, Martin County, Texas.
- (t) Easement to Permian Corp. dated October 19, 1970, recorded in Volume 130, Page 252, Deed Records, Martin County, Texas.
- (u) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.

This conveyance is further made and accepted SUBJECT TO the prior reservation of certain undivided interests in and to the oil, gas and other minerals in, on and under the above-described tract of land as previously reserved in Deed from Louis M. Williams to W.W. Williams dated June 18, 1928, recorded in Volume 34, Page 179; and, in Deed from W.W. Williams to Dewey Williams, et. ux. dated August 18, 1930, recorded in Volume 34, Page 180; and, in Deed from Louis M. Williams to J.N. Williams, et. al. dated June 15, 1928, recorded in Volume 35, Page 65; and, in Deed from W.W. Williams to Dewey Williams dated August 18, 1930, recorded in Volume 35, Page 68; and, in two Deeds from Denny Williams, et. vir. to R.D. Williams dated April 24, 1931, recorded in Volume 35, Pages 91 and 93, all in Deed Records, Martin County, Texas; and, as such mineral ownership was modified by Mineral Clarification Agreement dated November 18, 1946, recorded in Volume 51, Page 64, Deed Records, Martin County, Texas.

And, for the same consideration, Grantors do hereby BARGAIN, SELL, CONVEY, ASSIGN and DELIVER unto Grantees, their heirs, representatives and assigns, all of Grantors' right, title and interest in and to the oil, gas and other minerals in, on and under and that may be produced and saved from the above-described tract of land;

SAVE AND EXCEPT however, and Grantors do hereby reserve unto themselves, their heirs, representatives and assigns, all of Grantors' undivided interest in and to all of the oil royalty, gas royalty, royalty in casinghead gas and royalty in other minerals, including shut-in royalty, that may be produced and saved from the wellbore of each oil and/or gas well which is producing oil, gas and/or associated hydrocarbons as of the date of this Warranty Deed; and, this reservation of non-participating royalty shall terminate, as to each such producing well, on the earlier of: (a) ten years from and after the date of this Warranty Deed; or, (b) the date on which each such presently producing well ceases to produce oil, gas and/or associated hydrocarbons in paying, commercial quantities, for a period of time longer than ninety (90) consecutive days. In the event any such producing well subsequently ceases to produce oil, gas and/or associated hydrocarbons in paying, commercial quantities for a period in excess of ninety (90) consecutive days; or upon the expiration of ten years from the date of this Warranty Deed (whichever is earlier); then, and in that event, this reservation of non-participating royalty interest shall ipso facto terminate and all royalties shall vest in Grantors herein, their heirs, representatives and assigns. Grantors hereby expressly CONVEY, ASSIGN and DELIVER unto Grantees, their heirs, representatives and assigns, all of Grantors' undivided interest in the exclusive power and right to execute Oil, Gas and Mineral Leases covering the interest hereby excepted and reserved and to receive and keep any bonus, delay rentals or other payment other than royalty attributable to each such presently producing well.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CECIL E. McMORRIS and wife, NELLIE M. McMORRIS, their heirs, representatives and assigns forever; and Grantors do hereby bind themselves, their heirs, representatives and assigns, to Warrant and Forever Defend all and singular the said premises unto the said CECIL E. McMORRIS and wife, NELLIE M. McMORRIS, their heirs, representatives and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This Warranty Deed may be executed in multiple counterparts, each of which will be binding upon any party signing same. For ease in recordation, each signature page may be detached and attached to the body of one instrument.

EXECUTED this 3rd day of December, 1999,

Wesley Williams III
WESLEY W. WILLIAMS, III

PAMELA EAMES

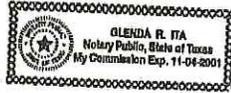
TRACIE WATERS

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3rd day of December, 1999, by WESLEY W. WILLIAMS, III.

My commission expires:
11-04-2001

Glenda R. Ita
Notary Public in and for the State of Texas



THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this the _____ day of December, 1999, by PAMELA EAMES.

My commission expires:

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this the _____ day of December, 1999, by TRACIE WATERS.

My commission expires:

Notary Public in and for the State of Texas

904

Return to: Ronnie L. Agnew, P.O. Box 64370, Lubbock, TX 79464-4370

WARRANTY DEED

Date: The 26th day of July 2001.

Grantors: Cecil E. McMorris and his wife, Nellie M. McMorris

Grantor's Mailing Address (including county): 4421 19th Street,
Lubbock, Lubbock County
Texas 79407

Grantee: Cecil E. and Nellie McMorris Family Investments, L.P.

Grantee's Mailing Address (including county): 4421 19th Street
Lubbock, Lubbock County
Texas 79407

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being a 1615.427 acre tract of land being a part of the S/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&P Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the called Southwest corner of Section 6 of said Block 38, T-1-N, T&P Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract;

THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 5388.89 feet to a railroad spike set in County Road No. C 2950 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meek by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;

THENCE N. 15° 19' 42" W. along the West line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the S/2 of Section 5, from which point a 1/2" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 108.8 feet;

THENCE 74° 31' 10" E. along the North line of this tract and the South line of the N/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 5251.99 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way

line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.78 feet.

THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;

THENCE S. 74° 29' 25" W. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, T&P Ry. Co. Survey as conveyed to Tant Lindsay by Deed recorded in Volume 48, Page 336, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 83, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5235.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest corner of Section 17 as conveyed to Tant Lindsay by Deed recorded in Volume 42, Page 355, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 54, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.22 feet;

THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schenecker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

together with all rights, privileges, improvements and appurtenances thereto.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted SUBJECT TO the following:

- (a) Easement to Permian Corp. dated October 29, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.
- (b) Easement to Adobe Resources dated June 12, 1987, recorded in Volume 285, Page 599, Deed Records, Martin County, Texas.
- (c) Easement to Adobe resources dated June 17, 1987, recorded in Volume 286, Page 49, Deed Records, Martin County, Texas.

- (d) Easement to Caprock Electric Coop. dated March 2, 1987, recorded in Volume 284, Page 757, Deed Records, Martin County, Texas.
- (e) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (f) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 32, Page 159, Deed of Trust Records, Martin County, Texas.
- (g) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.
- (h) Easement to Adobe Oil Co., dated January 24, 1977, recorded in Volume 172, Page 61, Deed Records, Martin County, Texas.
- (i) Easement to Caprock Electric Coop. dated May 8, 1978, recorded in Volume 179, Page 369, Deed Records, Martin County, Texas.
- (j) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (k) Easement to Permian Basin Pipeline Co. dated July 14, 1953, recorded in Volume 64, Page 629, Deed Records, Martin County, Texas.
- (l) Easement to Westar Transmission Co. dated July 29, 1998, recorded in Volume 94, Page 386, Official Records, Martin County, Texas.
- (m) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 70, Page 422, Deed Records, Martin County, Texas.
- (n) Easement to Adobe Resources dated May 23, 1988, recorded in Volume 297, Page 387, Deed Records, Martin County, Texas.
- (o) Easement to Caprock Electric Coop. dated August 22, 1984, recorded in Volume 249, Page 175, Deed Records, Martin County, Texas.
- (p) Easements to Caprock Electric Coop. dated October 17, 1980, recorded in Volume 203, Pages 600 and 601, Deed Records, Martin County, Texas.
- (q) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (r) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.

- (s) Easement to Permian Corp. dated December 17, 1970, recorded in Volume 132, Page 365, Deed Records, Martin County, Texas.
- (t) Easement to Permian Corp. dated October 19, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.
- (u) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Cecil E. McMorris
Cecil E. McMorris

Nellie McMorris
Nellie McMorris

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26th day of July, 2001, by Cecil E. McMorris.



Vicki Joy Hamblen
Notary Public Signature

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26th day of July, 2001, by Nellie McMorris.



Vicki Joy Hamblen
Notary Public Signature

WARRANTY DEED

Page 4

FILED FOR RECORD THE 1 DAY OF August AD 2001 AT 9:55 O'CLOCK A. M.
DULY RECORDED ON THE 3 DAY OF August AD 2001 AT 4:30 O'CLOCK P. M.

INSTRUMENT NO 906

SUSIE HULL, COUNTY CLERK
MARTIN COUNTY, TEXAS
BY *Susie Hull* deputy

STW 2006/10/02

Return to: Randy Swan, 2217 S. County Road 1084, Midland, TX 79706

WARRANTY DEED WITH VENDOR'S LIEN

75

Date: The 10th day of January, 2007

Grantor: Cecil E. and Nellie M. McMorris Family Investments, LP

Grantor's Mailing Address (including county): 4421 19th Street,
Lubbock, Lubbock County
Texas 79407

Grantee: Randy Swan

Grantee's Mailing Address (including county): 2217 S. County Road 1084
Midland, Texas 79706

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and note of even date executed by Grantee and payable to the order of The Cecil E. and Nellie McMorris Family Investments, LP. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of The Cecil E. and Nellie McMorris Family Investments, LP, and by a first-lien Deed of Trust of even date from Grantee to Ronnie L. Agnew, Trustee.

Property (including any improvements):

All of the following described certain tract or parcel of land located at Hwy 1212, Martin County, Texas, more specifically described as follows:

Being a 1615.427 acre tract of land being a part of the 9/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&F Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the called southwest corner of Section 6 of said Block 38, T-1-N, T&F Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract:

Notice of confidentiality rights:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 3388.89 feet to a railroad spike set in County Road No. C 2950 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meek by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;

THENCE N. 15° 19' 42" W. along the West line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the S/2 of Section 5, from which point a 1/2" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 108.8 feet)

THENCE 74° 31' 10" E. along the North line of this tract and the South line of the N/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 5251.99 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.76 feet.

THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;

THENCE S. 74° 29' 25" W. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, T&P Ry. Co. Survey as conveyed to Tant Lindsay by Deed recorded in Volume 48, Page 336, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 83, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5236.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest

corner of Section 17 as conveyed to Tant Lindsay by Deed recorded in Volume 42, Page 355, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 64, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.22 feet;

THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schenecker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

Reservations From Conveyance:

All mineral interests owned by Seller as the result of either conveyance or contract.

Exceptions to Conveyance and Warranty:

Vendor's lien and superior title are retained herein, securing the payment of a note of even date in the principal amount of \$569,437.00 (Five hundred sixty-nine thousand, four hundred thirty-seven dollars and no cents), additionally secured by a deed of trust of even date to Ronnie L. Agnew, Trustee, recorded in Volume 190, Page 249 of the real property records of Martin County, Texas.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay on a pro rata basis from the date of purchase.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Cecil E. McMorris
Cecil E. McMorris, President,
Cecil E. and Nellie McMorris
Management, LLC,
General Partner of the Cecil E. and
Nellie McMorris Family Investments,
L.P.

The State of Texas §
County of Lubbock §

This instrument was acknowledged before me on the 10th day of January, 2007, by
Cecil E. McMorris.



Kay Arnew
Notary Public Signature

FILED FOR RECORD THE 15 DAY OF January AD 2007 AT 8:02 O'CLOCK A M
DULY RECORDED ON THE 16 DAY OF JANUARY AD 2007 AT 4:30 O'CLOCK P M
INSTRUMENT NO 73

SUSIE HULL, COUNTY CLERK
MARTIN COUNTY, TEXAS
BY [Signature] Deputy

1025

GF# 1103-004-RDP

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date: March 31, 2011

Grantor: Randy Swan

Grantee:

Robert C. Schlagal, Trustee of the R.C. Schlagal Trust dated November 1, 1992 202 North Eisenhower Drive Midland, Midland County, Texas 79703	25%
John L. Schlagal, Trustee of The John L. Schlagal Living Trust dated June 15, 2000 5700 South County Road 1200 Midland, Midland County, Texas 79706	25%
Abyss, Inc. 2302 Colpeper Drive Midland, Midland County, Texas 79705	25%
Cactus Energy, Inc. P.O. Box 2412 Midland, Midland County, Texas 79702	25%

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

BEING A 1,614.92 ACRE (RECORD 1,615.427 ACRE) TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 611, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,614.92 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 2" IP FOUND FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N, SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.76°29'11"E. 5388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A RR SPIKE FOUND IN COUNTY ROAD C-2590 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 5 FOR A CORNER OF THIS TRACT;

THENCE N.13°21'47"W. 2653.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REBAR BEARS S.42°15'58"E. 36.20 FEET;

THENCE N.76°27'04"E. 5260.22 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212, FROM WHICH A ROW MARKER BEARS N.50°44'59"W. 16.14 FEET AND FROM WHICH THE EAST LINE OF SAID SECTION 5 BEARS N.76°27'04"E. 30.23 FEET;

THENCE S.13°03'20"E. 7964.77 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT, FROM WHICH THE SE CORNER OF SAID SECTION 15 BEARS N.76°25'19"E. 41.14 FEET;

THENCE S.76°28'35"W. 10611.28 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 AND 14 TO A 2" GIP FOUND FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14;

THENCE N.13°21'20"W. 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

Reservations from Conveyance

All oil, gas and other minerals in, on or under said land reserved by prior grantors.

Exceptions to Conveyance and Warranty

Items described as part of the Consideration and any other items described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing partition, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in previous other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2011, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes. Further, this Warranty Deed is made subject to the terms and provisions of that certain letter agreement of even date between the Grantee's herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to

Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Randy Swan

RANDY SWAN

STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 31, 2011, by RANDY SWAN.



Randy Pittman

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

West Texas Abstract & Title Company, LLC
3700 N. Big Spring Street
Midland, Texas 79705

PREPARED BY THE LAW OFFICE OF:

G. Lance Holland
3700 N. Big Spring Street
Midland, Texas 79705

L:\Doc\03.31.2011\103-004-RDPWD.doc

Warranty Deed

Page 3 of 3

Filed and recorded the 4 day of April, 2011 at 8:04 o'clock a.m.

Instrument Number 1005

Susie Graham, County Clerk
Martin County, Texas

By *[Signature]* Deputy

GIFT WARRANTY DEED

Cactus Energy, Inc., whose address is P.O. Box 2412, Midland, Texas 79702, hereinafter referred to as "GRANTOR", for good and valuable consideration, has, and does by these presents sell, convey, grant, transfer and assign to Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust, and Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust, IN EQUAL SHARES, whose address is 400 N. Marienfeld St., Suite 200, Midland, Texas 79701, herein collectively referred to as "GRANTEE", an undivided one-fourth (1/4th) interest in and to the following described real estate in Martin County, Texas (the "Lands"):

See Exhibit "A" attached hereto and made a part hereof, for a complete description of the Lands covered by this Gift Warranty Deed.

This conveyance is made and accepted, subject to the following:

1. All oil, gas and other minerals in, on or under the Lands are reserved from this Gift Warranty Deed, having been reserved by prior grantors.
2. All validly existing easements, rights-of-way and prescriptive rights, whether of record or not.
3. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, that affect the Lands.
4. Any validly existing rights of adjoining owners in any walls and fences situated on a common boundary.
5. Any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.
6. All 2012 property taxes, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in Land usage, ownership, or both, the payment of which Grantee assumes.
7. The terms and provisions of those certain Letter Agreements, dated March 31, 2011 and August 1, 2012, respectively between Cactus Energy, Inc. and R.C. Schlagal Trust, et al.

TO HAVE AND TO HOLD the interest conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its and assigns to **WARRANT AND FOREVER DEFEND** all and singular the interest conveyed hereby unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the reservations and exceptions set forth herein.

EXECUTED this 1st day of August, 2012.

GRANTOR:

Cactus Energy, Inc.

Richard H. Coats
Richard H. Coats, President

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

COUNTY OF MIDLAND

The foregoing instrument was personally acknowledged before me on this 1st day of August, 2012, by Richard H. Coats, as President of Cactus Energy, Inc., a Texas Corporation, on behalf of said corporation.



Niki Buckle
Notary Public, State of Texas
My Commission Expires: 2-5-2015

EXHIBIT "A"

BEING A 1,616.09 ACRE (RECORD 1,616.427 ACRE) TRACT OF LAND BEING THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 611, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,616.09 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" GIP FOUND IN CONCRETE FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N. SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.76°29'11"E. 5388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A 1/2" REINF BAR SET IN COUNTY ROAD C-2590 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 6 FOR A CORNER OF THIS TRACT;

THENCE N.13°21'47"W. 2653.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REINF BAR BEARS S.42°15'50"E. 36.20 FEET;

THENCE N.76°27'04"E. 5261.16 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 (A 100 FOOT RIGHT-OF-WAY), FROM W

THENCE S.13°23'54"E. 7963.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT;

THENCE S.76°28'09"W. 10629.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 AND 14 TO A 1/2" REINF BAR SET FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14, FROM WHICH A 2" GIP FOUND BEAR S.87°22'48"W 15.38 FEET;

THENCE N.13°31'17"W 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

OP 348/701

2900

WARRANTY DEED

Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust, and Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust, whose address is 400 N. Marienfeld St., Suite 200, Midland, Texas 79701, hereinafter collectively referred to as "GRANTOR", for and in consideration paid, has, and does by these presents sell, convey, grant, transfer and assign to Adley Properties LLC, whose address is 400 N. Marienfeld St., Suite 200, Midland, Texas 79701, herein referred to as "GRANTEE", an undivided one-fourth (1/4th) interest in and to the following described real estate in Martin County, Texas (the "Lands"):

See Exhibit "A" attached hereto and made a part hereof, for a complete description of the Lands covered by this Warranty Deed.

This conveyance is made and accepted, subject to the following:

1. All oil, gas and other minerals in, on or under the Lands are reserved from this Warranty Deed, having been reserved by prior grantors.
2. All validly existing easements, rights-of-way and prescriptive rights, whether of record or not.
3. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, that affect the Lands.
4. Any validly existing rights of adjoining owners in any walls and fences situated on a common boundary.
5. Any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.
6. All 2012 property taxes, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in Land usage, ownership, or both, the payment of which Grantee assumes.
7. The terms and provisions of those certain Letter Agreements, dated March 31, 2011 and August 1, 2012, respectively between Cactus Energy, Inc. and R.C. Schlagal Trust, etal.

TO HAVE AND TO HOLD the interest conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its and assigns to WARRANT AND FOREVER DEFEND all and singular the interest conveyed hereby unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the reservations and exceptions set forth herein.

EXHIBIT "A"

BEING A 1,616.09 ACRE (RECORD 1,615.427 ACRE) TRACT OF LAND BEING THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 611, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,616.09 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" GIP FOUND IN CONCRETE FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N, SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.76°29'11"E. 5388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A 1/2" REINF BAR SET IN COUNTY ROAD C-2590 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 5 FOR A CORNER OF THIS TRACT;

THENCE N.13°21'47"W. 2653.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REINF BAR BEARS S.42°15'58"E. 36.20 FEET;

THENCE N.76°27'04"E. 5251.16 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 (A 100 FOOT RIGHT-OF-WAY), FROM W

THENCE S.13°23'54"E. 7963.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT;

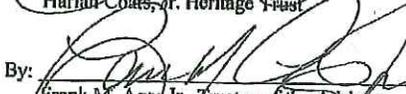
THENCE S.76°28'09"W. 10629.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 AND 14 TO A 1/2" REINF BAR SET FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14, FROM WHICH A 2" GIP FOUND BEAR S.576°28'48"W. 15.38 FEET;

THENCE N.13°31'17"W 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

EXECUTED this 13th day of August, 2012.

GRANTOR:

By: 
Frank M. Agar Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust

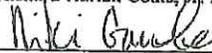
By: 
Frank M. Agar Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

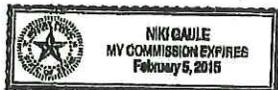
The foregoing instrument was personally acknowledged before me on this 13th day of August, 2012, by Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust.




Notary Public, State of Texas
My Commission Expires: 2-5-2015

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was personally acknowledged before me on this 13th day of August, 2012, by Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust.




Notary Public, State of Texas
My Commission Expires: 2-5-2015

TAB 10

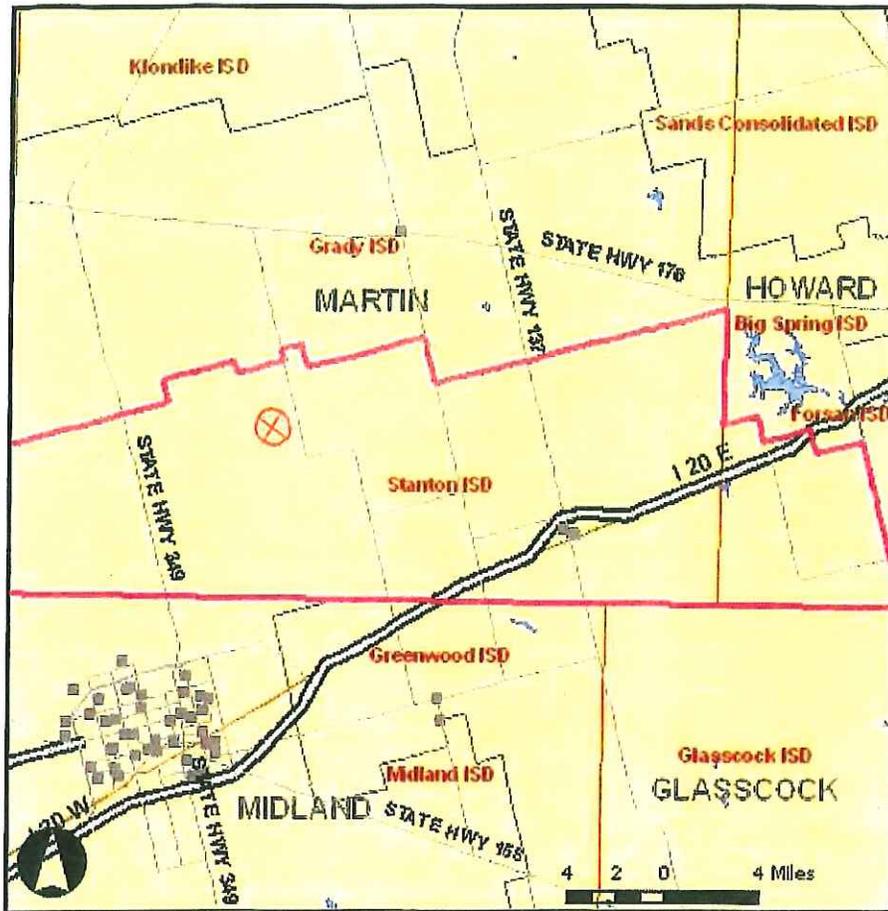
Description of Existing Improvements

There are no existing improvements related to the proposed project at this site.

TAB 11

Maps

Stanton ISD Boundary Map



Schools4

■ Schools

HigherEd

★ Universities

Hwys2

- Other
- == A11
- == A15
- == A17
- A21
- A22
- A23

Hwys2 (continued)

- A25
- A27
- A60

Gulf

■

Counties1

□ Counties

Counties3

□

Hydrology

■

Districts2

□

School Districts

□ School Districts

Districts

□

Texas

□

Gulf

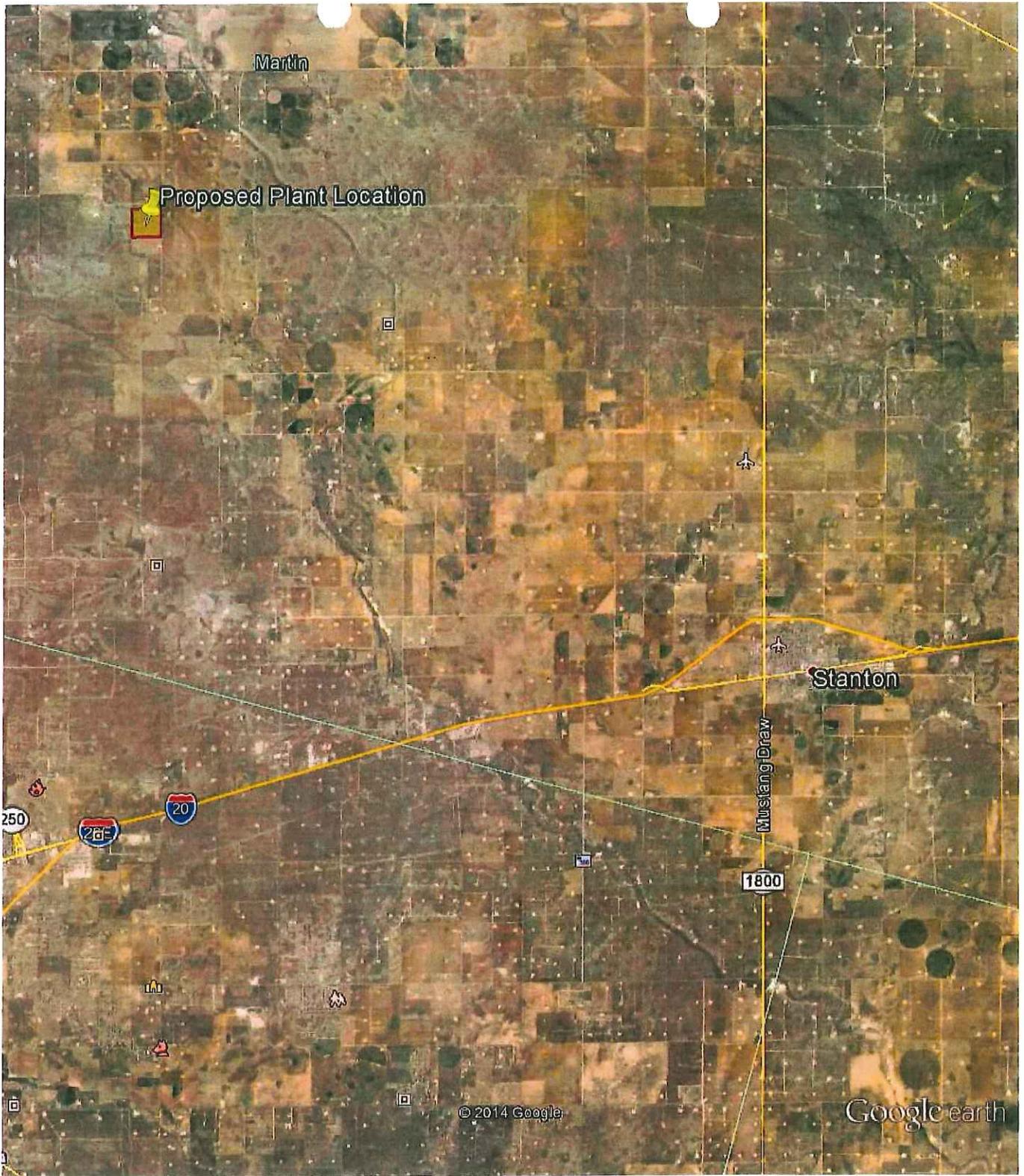
■

Texas

□

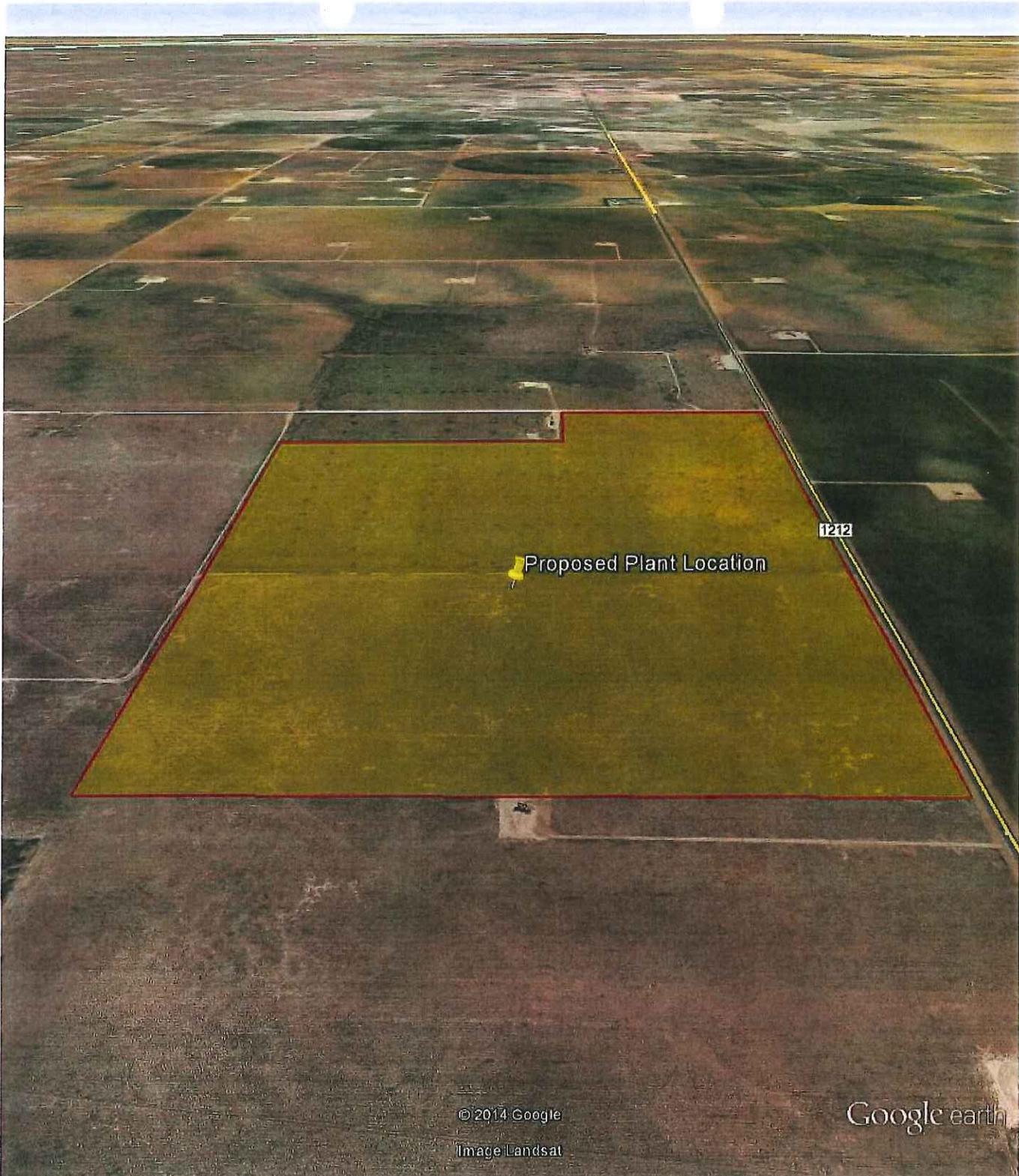
PROPOSED PLANT





Google earth





Google earth

feet 1000
meters 300



TAB 12

Request for Job Waiver

N/A

TAB 13

Calculation of Wage Requirements

Calculation of Wage Information - Based on Most Recent Data Available

110% of County Average Weekly Wage for all Jobs

2014	1Q	\$	868
2013	2Q	\$	808
2013	3Q	\$	815
2013	4Q	\$	979

$$\begin{aligned} & \$ 3,470 /4 = && \$868 \text{ average weekly salary} \\ & && \underline{\times 1.1 (110\%)} \\ & && \$ 954.25 \end{aligned}$$

110% of County Average Weekly Wage for Manufacturing Jobs in County

2014	1Q	\$	-
2013	2Q	\$	-
2013	3Q	\$	-
2013	4Q	\$	-

NO Data Available

$$\begin{aligned} & \$ - /4 = && \$0 \text{ average weekly salary} \\ & && \underline{\times 1.1 (110\%)} \\ & && \$ - \end{aligned}$$

110% of County Average Weekly Wage for Manufacturing Jobs in Region

\$47,604.00 per year in Permian Basin

X1.10 (110%)

\$52,364.40

\$1,007.01 Average weekly wage

Quarterly Employment and Wages (QCEW)

[Back](#)

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	1st Qtr	Martin County	Total All	00	0	10	Total, All Industries	\$793
2014	1st Qtr	Martin County	Total All	00	0	10	Total, All Industries	\$868
2013	2nd Qtr	Martin County	Total All	00	0	10	Total, All Industries	\$808
2013	3rd Qtr	Martin County	Total All	00	0	10	Total, All Industries	\$815
2013	4th Qtr	Martin County	Total All	00	0	10	Total, All Industries	\$979

**2013 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$23.73	\$49,363
<u>1. Panhandle Regional Planning Commission</u>	\$20.43	\$42,499
<u>2. South Plains Association of Governments</u>	\$16.53	\$34,380
<u>3. NORTEX Regional Planning Commission</u>	\$19.15	\$39,838
<u>4. North Central Texas Council of Governments</u>	\$25.00	\$51,997
<u>5. Ark-Tex Council of Governments</u>	\$17.45	\$36,298
<u>6. East Texas Council of Governments</u>	\$19.50	\$40,565
<u>7. West Central Texas Council of Governments</u>	\$18.64	\$38,779
<u>8. Rio Grande Council of Governments</u>	\$16.27	\$33,848
<u>9. Permian Basin Regional Planning Commission</u>	\$22.89	\$47,604
<u>10. Concho Valley Council of Governments</u>	\$17.20	\$35,777
<u>11. Heart of Texas Council of Governments</u>	\$19.44	\$40,444
<u>12. Capital Area Council of Governments</u>	\$27.31	\$56,805
<u>13. Brazos Valley Council of Governments</u>	\$17.20	\$35,770
<u>14. Deep East Texas Council of Governments</u>	\$16.48	\$34,287
<u>15. South East Texas Regional Planning Commission</u>	\$29.09	\$60,501
<u>16. Houston-Galveston Area Council</u>	\$26.13	\$54,350
<u>17. Golden Crescent Regional Planning Commission</u>	\$22.23	\$46,242
<u>18. Alamo Area Council of Governments</u>	\$18.91	\$39,329
<u>19. South Texas Development Council</u>	\$13.94	\$28,990
<u>20. Coastal Bend Council of Governments</u>	\$23.78	\$49,454
<u>21. Lower Rio Grande Valley Development Council</u>	\$15.82	\$32,907
<u>22. Texoma Council of Governments</u>	\$20.93	\$43,529
<u>23. Central Texas Council of Governments</u>	\$17.33	\$36,042
<u>24. Middle Rio Grande Development Council</u>	\$19.07	\$39,666

Source: Texas Occupational Employment and Wages

Data published: July 2014

Data published annually, next update will be July 31, 2015

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

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

Data intended for TAC 313 purposes only.

TAB 14

Schedules A1 - D

Schedule A1: Total Investment for Economic Impact (through the Qualifying Time Period)

Applicant Name: Atlas Mid-Continent Westtax, LLC
ISD Name: Stanton ISD

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals)									
	Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	Column B New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Column C Other new investment made during this year that will not become Qualified Property (SEE NOTE)	Column D Other new investment made during this year that may become Qualified Property (SEE NOTE)	Column E Total Investment (Sum of Columns A+B+C+D)	
Investment made before filing complete application with district	Year preceding the first complete tax year of the qualifying time period (reference to qualifying time period)								
Investment made after filing complete application with district, but before final board approval of application		2014-2015	2014						
Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period	QTP1	2015-2016	2015	\$ 90,000,000.00	\$ -	\$ -	\$ -	\$ 90,000,000.00	
Complete tax years of qualifying time period	QTP2	2016-2017	2016	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Investment through Qualifying Time Period [ENTER this row in Schedule A2]				\$ 90,000,000.00	\$ -	\$ -	\$ -	\$ 90,000,000.00	
Total Qualified Investment (sum of green cells)				\$ 90,000,000.00					

For All Columns: List amount invested each year, not cumulative totals.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Column B: Only tangible personal property that is specifically described in the application can become qualified property.

Column C: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.02(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property, or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Total Investment: Add together each cell in a column and enter the sum in the blue total investment row. Enter the data from this row into the first row in Schedule A2.

Qualified Investment: For the green qualified investment cell, enter the sum of all the green-shaded cells.

Schedule A2: Total Investment for Economic Impact (including Qualified Property and other investments)

PROPERTY INVESTMENT AMOUNTS										
(Estimated investment in each year. Do not put cumulative totals.)										
Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A		Column B		Column C		Column D	Column E
			New investment (original cost) in tangible personal property placed in service during this year that will become Qualified Property	New investment made during this year in buildings or permanent nonremovable components of buildings that will become Qualified Property	Other investment made during this year that will not become Qualified Property (SEE NOTE)	Other investment made during this year that will become Qualified Property (SEE NOTE)	Total Investment (A+B+C+D)			
Total investment from Schedule A1*			TOTALS FROM SCHEDULE A1							
0	2014-2015	2014	\$ 90,000,000.00						\$ 90,000,000.00	
1	2015-2016	2015	\$ 90,000,000.00						\$ 90,000,000.00	
2	2016-2017	2016								
3	2017-2018	2017								
4	2018-2019	2018								
5	2019-2020	2019								
6	2020-2021	2020								
7	2021-2022	2021								
8	2022-2023	2022								
9	2023-2024	2023								
10	2024-2025	2024								
11	2025-2026	2025								
Total investment made through limitation			\$ 90,000,000.00						\$ 90,000,000.00	
Additional years for 25 year economic impact as required by 313.028(g)(1)										
11	2026-2027	2026								
12	2027-2028	2027								
13	2028-2029	2028								
14	2029-2030	2029								
15	2030-2031	2030								
16	2031-2032	2031								
17	2032-2033	2032								
18	2033-2034	2033								
19	2034-2035	2034								
20	2035-2036	2035								
21	2036-2037	2036								
22	2037-2038	2037								
23	2038-2039	2038								
24	2039-2040	2039								
25	2040-2041	2040								

* All investments made through the qualifying time period are captured and totaled on Schedule A1 [blue box] and incorporated into this schedule in the first row.

** Only investment made during deferrals of the start of the limitation (after the end of qualifying time period but before the start of the Value Limitation Period) should be included in the 'year prior to start of value limitation period' row(s). If the limitation starts at the end of the qualifying time period or the qualifying time period overlaps the limitation, no investment should be included on this line.

*** If your qualifying time period will overlap your value limitation period, do not also include investment made during the qualifying time period in years 1 and/or 2 of the value limitation period, depending on the overlap. Only include investments/years that were not captured on Schedules A1.

For All Columns: List amount invested each year, not cumulative totals. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1. Only include estimates of investment for "replacement" property if the property is specifically described in the application.

Column A: This represents the total dollar amount of planned investment in tangible personal property. Only include investments in the remaining rows of Schedule A2 that were not captured on Schedule A1.

Column B: Only tangible personal property that is specifically described in the application can become qualified property.

Column C: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings.

Column D: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that will not become qualified property include investment meeting the definition of 313.021(1) but not creating a new improvement as defined by TAC 9.1051. This is proposed property that functionally replaces existing property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property—described in SECTION 13, question #5 of the application.

Column E: Dollar value of other investment that may affect economic impact and total value. Examples of other investment that may result in qualified property are land or professional services.

Schedule B: Estimated Market And Taxable Value (of Qualified Property Only)

Applicant Name
Atlas Mid-Continent Westex LLC

Form 50-296A

Revised Feb 2014

ISD Name
Stanton ISD

Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Qualified Property			Estimated Taxable Value		
			Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new buildings or "in or on the new improvements"	Market Value less any exemptions (such as pollution control) and before limitation	Final taxable value for I&S after all reductions	Final taxable value for M&O after all reductions
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	\$ 77,920.00	\$ -	\$ -	\$ -	\$ 77,920.00	\$ 77,920.00
	0	2015-2016	\$ 77,920.00	\$ -	\$ -	\$ -	\$ 77,920.00	\$ 77,920.00
	1	2016-2017	\$ 77,920.00	\$ -	\$ 90,000,000.00	\$ 90,077,920.00	\$ 90,077,920.00	\$ 30,000,000.00
	2	2017-2018	\$ 77,920.00	\$ -	\$ 85,500,000.00	\$ 85,577,920.00	\$ 85,577,920.00	\$ 30,000,000.00
	3	2018-2019	\$ 77,920.00	\$ -	\$ 81,000,000.00	\$ 81,077,920.00	\$ 81,077,920.00	\$ 30,000,000.00
	4	2019-2020	\$ 77,920.00	\$ -	\$ 76,500,000.00	\$ 76,577,920.00	\$ 76,577,920.00	\$ 30,000,000.00
Value Limitation Period	5	2020-2021	\$ 77,920.00	\$ -	\$ 72,000,000.00	\$ 72,077,920.00	\$ 72,077,920.00	\$ 30,000,000.00
	6	2021-2022	\$ 77,920.00	\$ -	\$ 67,500,000.00	\$ 67,577,920.00	\$ 67,577,920.00	\$ 30,000,000.00
	7	2022-2023	\$ 77,920.00	\$ -	\$ 63,000,000.00	\$ 63,077,920.00	\$ 63,077,920.00	\$ 30,000,000.00
	8	2023-2024	\$ 77,920.00	\$ -	\$ 58,500,000.00	\$ 58,577,920.00	\$ 58,577,920.00	\$ 30,000,000.00
	9	2024-2025	\$ 77,920.00	\$ -	\$ 54,000,000.00	\$ 54,077,920.00	\$ 54,077,920.00	\$ 30,000,000.00
	10	2025-2026	\$ 77,920.00	\$ -	\$ 49,500,000.00	\$ 49,577,920.00	\$ 49,577,920.00	\$ 30,000,000.00
Continue to maintain viable presence	11	2026-2027	\$ 77,920.00	\$ -	\$ 45,000,000.00	\$ 45,077,920.00	\$ 45,077,920.00	\$ 45,077,920.00
	12	2027-2028	\$ 77,920.00	\$ -	\$ 40,500,000.00	\$ 40,577,920.00	\$ 40,577,920.00	\$ 40,577,920.00
	13	2028-2029	\$ 77,920.00	\$ -	\$ 36,000,000.00	\$ 36,077,920.00	\$ 36,077,920.00	\$ 36,077,920.00
	14	2029-2030	\$ 77,920.00	\$ -	\$ 31,500,000.00	\$ 31,577,920.00	\$ 31,577,920.00	\$ 31,577,920.00
	15	2030-2031	\$ 77,920.00	\$ -	\$ 27,000,000.00	\$ 27,077,920.00	\$ 27,077,920.00	\$ 27,077,920.00
	16	2031-2032	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
Additional years for 25 year economic impact as required by 313.026(c)(1)	17	2032-2033	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	18	2033-2034	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	19	2034-2035	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	20	2035-2036	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	21	2036-2037	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	22	2037-2038	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	23	2038-2039	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	24	2039-2040	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
	25	2040-2041	\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00	\$ 22,577,920.00
				\$ 77,920.00	\$ -	\$ 22,500,000.00	\$ 22,577,920.00	\$ 22,577,920.00

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.
Only include market value for eligible property on this schedule.

Schedule C: Employment Information

Form 50-236A
Revised Feb. 2014

Applicant Name: Atlas Mid-Continent Westtexas LLC
ISD Name: Stanton ISD

	Year	School Year (YYYY-YYYY)	Tax Year (Actual tax year) YYYY	Construction		Non-Qualifying Jobs		Qualifying Jobs	
				Column A Number of Construction FTE's or man-hours (specify)	Column B Average annual wage rates for construction workers	Column C Number of non-qualifying jobs applicant estimates it will create (cumulative)	Column D Number of new qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column E Average annual wage of new qualifying jobs	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2014-2015	2014	0	\$ -	N/A	0	N/A	
Each year prior to start of Value Limitation Period <i>Insert as many rows as necessary</i>	0	2015-2016	2015	175 FTE	\$ 50,185.40	N/A	0	N/A	
Value Limitation Period <i>The qualifying jobs for this period will overlap the value limitation period.</i>	1	2016-2017	2016			N/A	10	\$ 52,364.40	
	2	2017-2018	2017			N/A	10	\$ 52,364.40	
	3	2018-2019	2018			N/A	10	\$ 52,364.40	
	4	2019-2020	2019			N/A	10	\$ 52,364.40	
	5	2020-2021	2020			N/A	10	\$ 52,364.40	
	6	2021-2022	2021			N/A	10	\$ 52,364.40	
	7	2022-2023	2022			N/A	10	\$ 52,364.40	
	8	2023-2024	2023			N/A	10	\$ 52,364.40	
	9	2024-2025	2024			N/A	10	\$ 52,364.40	
	10	2025-2026	2025			N/A	10	\$ 52,364.40	
Years Following Value Limitation Period	11 through 26	2026-2027	2026			N/A	10	\$ 52,364.40	

Notes: See TAC 9.1051 for definition of non-qualifying jobs. Only include jobs on the project site in this school district.

- C1. Are the cumulative number of qualifying jobs listed in Column D less than the number of qualifying jobs required by statute? (25) Yes No
- If yes, answer the following two questions:
- C1a. Will the applicant request a job waiver, as provided under 313.025(f-1)? Yes No
- C1b. Will the applicant avail itself of the provision in 313.021(3)(F)? Yes No

Schedule D: Other Incentives (Estimated)

Applicant Name
ISD Name

Atlas Mid-Continent Westtex LLC
Stanton ISD

Form 50-296A
Revised Feb 2014

State and Local Incentives for which the Applicant intends to apply (Estimated)						
Incentive Description	Taxing Entity (as applicable)	Beginning Year of Benefit	Duration of Benefit	Annual Tax Levy without Incentive	Annual Incentive	Annual Net Tax Levy
Tax Code Chapter 311	County:					
	City:					
	Other:					
Tax Code Chapter 312	County: Martin (Application Pending)	2016	2020	\$ 409,140.00	Avg 50% Per Yr	\$ 204,570.00
	City:					
	Other:					
	County:					
	City:					
	Other:					
Local Government Code Chapters 380/381						
Freight Exemptions						
Non-Annexation Agreements						
Enterprise Zone/Project						
Economic Development Corporation						
Texas Enterprise Fund						
Employee Recruitment						
Skills Development Fund						
Training Facility Space and Equipment						
Infrastructure Incentives						
Permitting Assistance						
Other:						
Other:						
Other:						
Other:						
TOTAL				\$ 409,140.00		\$ 204,570.00

Additional information on incentives for this project:

TAB 15

Economic Impact Study

Pending

TAB 16

Description of Reinvestment Zone

Pending, to be added before final approval.

TAB 17

Signature and Certification Page

Application for Appraised Value Limitation on Qualified Property

SECTION 16 Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in Tab 17. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

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

print here →

David Carr
 Print Name (Authorized School District Representative)

Superintendent
 Title

sign here →

David Carr
 Signature (Authorized School District Representative)

7-22-2014
 Date

2. Authorized Company Representative (Applicant) Signature and Notarization

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

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

print here →

Jay Duncan
 Print Name (Authorized Company Representative (Applicant))

Contractor
 Title

sign here →

Jay Duncan
 Signature (Authorized Company Representative (Applicant))

7/15/2014
 Date



GIVEN under my hand and seal of office this, the

15th day of July, 2014

MK Steele
 Notary Public in and for the State of Texas

My Commission expires: Aug. 14, 2017

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

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

print here → David Carr
 Print Name (Authorized School District Representative)

Title Superintendent

sign here → David Carr
 Signature (Authorized School District Representative)

Date 8/19/14

2. Authorized Company Representative (Applicant) Signature and Notarization

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

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

print here → JASON DONCAW
 Print Name (Authorized Company Representative (Applicant))

Title CONTROLLER

sign here → [Signature]
 Signature (Authorized Company Representative (Applicant))

Date 8/12/2014

GIVEN under my hand and seal of office this, the

day of

Notary Public in and for the State of Texas

My Commission expires:

(Notary Seal)

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Attachment B

Franchise Tax Account Status



Franchise Tax Account Status

As of: 12/01/2014 09:55:00 AM

This Page is Not Sufficient for Filings with the Secretary of State

ATLAS PIPELINE MID-CONTINENT WESTTEX, LLC	
Texas Taxpayer Number	14217331074
Mailing Address	110 W 7TH ST STE 2300 TULSA, OK 74119-1017
Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	08/16/2007
Texas SOS File Number	0800858817
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	1999 BRYAN ST., STE. 900 DALLAS, TX 75201

Attachment C

State Comptroller's Certification

S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



September 10, 2014

David Carr
Superintendent
Stanton Independent School District
200 N. College
Stanton, Texas 79782

Dear Superintendent Carr:

On Sept. 4, 2014, the Comptroller issued written notice that Atlas Pipeline Mid-Continent Westtex LLC (the applicant) submitted a completed application (Application #1019) for a limitation on appraised value under the provisions of Tax Code Chapter 313¹. This application was originally submitted on July 21, 2014, to the Stanton School District (the school district) by the applicant.

This presents the results of the Comptroller's review of the application and determinations required:

- 1) under Section 313.025(h) to determine if the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C; and
- 2) under Section 313.025(d), to issue a certificate for a limitation on appraised value of the property and provide the certificate to the governing body of the school district or provide the governing body a written explanation of the comptroller's decision not to issue a certificate, using the criteria set out in Section 313.026.

Determination required by 313.025(h)

- | | |
|-------------------|--|
| Sec. 313.024(a) | Applicant is subject to tax imposed by Chapter 171. |
| Sec. 313.024(b) | Applicant is proposing to use the property for an eligible project. |
| Sec. 313.024(d) | Applicant has committed to create the required number of new qualifying jobs and pay all jobs created that are not qualifying jobs a wage that exceeds the county average weekly wage for all jobs in the county where the jobs are located. |
| Sec. 313.024(d-2) | Not applicable to Application #1019. |

Based on the information provided by the applicant, the Comptroller has determined that the property meets the requirements of Section 313.024 for eligibility for a limitation on appraised value under Chapter 313, Subchapter C.

Certificate decision required by 313.025(d)

Determination required by 313.026(c)(1)

The Comptroller has determined that the project proposed by the applicant is reasonably likely to generate tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem

¹ All statutory references are to the Texas Tax Code, unless otherwise noted.

tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period. See Attachment B.

Determination required by 313.026(c)(2)

The Comptroller has determined that the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in this state. See Attachment C.

Based on these determinations, the Comptroller issues a certificate for a limitation on appraised value. This certificate is contingent on the school district's receipt and acceptance of the Texas Education Agency's determination per 313.025(b-1).

The Comptroller's review of the application assumes the accuracy and completeness of the statements in the application. If the application is approved by the school district, the applicant shall perform according to the provisions of the Texas Economic Development Act Agreement (Form 50-286) executed with the school district. The school district shall comply with and enforce the stipulations, provisions, terms, and conditions of the agreement, applicable Texas Administrative Code and Chapter 313, per TAC 9.1054(i)(3).

This certificate is no longer valid if the application is modified, the information presented in the application changes, or the limitation agreement does not conform to the application. Additionally, this certificate is contingent on the school district approving and executing the agreement within a year from the date of this letter.

Note that any building or improvement existing as of the application review start date of Sept. 4, 2014, or any tangible personal property placed in service prior to that date may not become "Qualified Property" as defined by 313.021(2) and the Texas Administrative Code.

Should you have any questions, please contact Robert Wood, director of Economic Development & Analysis Division, by email at robert.wood@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 3-3973, or direct in Austin at 512-463-3973.

Sincerely,



for Martin Hubert

Martin A. Hubert
Deputy Comptroller

Enclosure

cc: Robert Wood

Attachment A – Economic Impact Analysis

This following tables summarizes the Comptroller’s economic impact analysis of Atlas Pipeline Mid-Continent Westtex LLC(the project) applying to Stanton Independent School District (the district), as required by Tax Code, 313.026 and Texas Administrative Code 9.1055(d)(2).

Table 1 is a summary of investment, employment and tax impact of Atlas Pipeline Mid-Continent Westtex LLC.

Applicant	Atlas Pipeline Mid-Continent Westtex LLC
Tax Code, 313.024 Eligibility Category	Manufacturing
School District	Stanton
2012-13 Enrollment in School District	836
County	Martin
Proposed Total Investment in District	\$90,000,000
Proposed Qualified Investment	\$90,000,000
Limitation Amount	\$30,000,000
Number of new qualifying jobs committed to by applicant	10
Number of new non-qualifying jobs estimated by applicant	0
Average weekly wage of qualifying jobs committed to by applicant	\$1,007
Minimum weekly wage required for each qualifying job by Tax Code, 313.021(5)	\$1,007
Minimum annual wage committed to by applicant for qualified jobs	\$52,364
Minimum weekly wage required for non-qualifying jobs	
Minimum annual wage required for non-qualifying jobs	
Investment per Qualifying Job	\$9,000,000
Estimated M&O levy without any limit (15 years)	\$8,160,330
Estimated M&O levy with Limitation (15 years)	\$4,661,032
Estimated gross M&O tax benefit (15 years)	\$3,499,298

Table 2 is the estimated statewide economic impact of Atlas Pipeline Mid-Continent Westtex LLC(modeled).

Year	Employment			Personal Income		
	Direct	Indirect + Induced	Total	Direct	Indirect + Induced	Total
2015	175	212	387	\$8,782,445	\$14,217,555	\$23,000,000
2016	10	54	64	\$523,644	\$5,476,356	\$6,000,000
2017	10	45	55	\$523,644	\$4,476,356	\$5,000,000
2018	10	43	53	\$523,644	\$4,476,356	\$5,000,000
2019	10	35	45	\$523,644	\$3,476,356	\$4,000,000
2020	10	33	43	\$523,644	\$3,476,356	\$4,000,000
2021	10	33	43	\$523,644	\$3,476,356	\$4,000,000
2022	10	33	43	\$523,644	\$4,476,356	\$5,000,000
2023	10	29	39	\$523,644	\$3,476,356	\$4,000,000
2024	10	29	39	\$523,644	\$3,476,356	\$4,000,000
2025	10	33	43	\$523,644	\$4,476,356	\$5,000,000
2026	10	31	41	\$523,644	\$5,476,356	\$6,000,000
2027	10	41	51	\$523,644	\$5,476,356	\$6,000,000
2028	10	45	55	\$523,644	\$6,476,356	\$7,000,000
2029	10	41	51	\$523,644	\$6,476,356	\$7,000,000
2030	10	43	53	\$523,644	\$6,476,356	\$7,000,000

Source: CPA, REMI, Atlas Pipeline Mid-Continent Westtex LLC

Table 3 examines the estimated direct impact on ad valorem taxes to the region if all taxes are assessed.

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Stanton ISD I&S Levy	Stanton ISD M&O Levy	Stanton ISD M&O and I&S Tax Levies	Martin County Tax Levy	City of Stanton Tax Levy	Martin County Hospital District Tax Levy	Permian Basin Underground Water District Tax Levy	Estimated Total Property Taxes
2016	\$85,077,920	\$85,077,920	0.0411	\$34,967	\$828,063	\$863,030	\$196,275	\$995,412	\$110,516	\$5,710	\$2,170,943
2017	\$80,827,920	\$80,827,920	0.0411	\$33,220	\$786,698	\$819,918	\$186,470	\$945,687	\$104,995	\$5,425	\$2,062,496
2018	\$76,577,920	\$76,577,920	0.0411	\$31,474	\$745,333	\$776,806	\$176,665	\$895,962	\$99,475	\$5,140	\$1,954,048
2019	\$72,327,920	\$72,327,920	0.0411	\$29,727	\$703,968	\$733,694	\$166,861	\$846,237	\$93,954	\$4,855	\$1,845,600
2020	\$68,077,920	\$68,077,920	0.0411	\$27,980	\$662,602	\$690,582	\$157,056	\$796,512	\$88,433	\$4,569	\$1,737,152
2021	\$63,827,920	\$63,827,920	0.0411	\$26,233	\$621,237	\$647,470	\$147,251	\$746,787	\$82,912	\$4,284	\$1,628,705
2022	\$59,577,920	\$59,577,920	0.0411	\$24,487	\$579,872	\$604,358	\$137,446	\$697,062	\$77,392	\$3,999	\$1,520,257
2023	\$55,327,920	\$55,327,920	0.0411	\$22,740	\$538,507	\$561,246	\$127,642	\$647,337	\$71,871	\$3,714	\$1,411,809
2024	\$51,077,920	\$51,077,920	0.0411	\$20,993	\$497,141	\$518,134	\$117,837	\$597,612	\$66,350	\$3,428	\$1,303,361
2025	\$46,827,920	\$46,827,920	0.0411	\$19,246	\$455,776	\$475,022	\$108,032	\$547,887	\$60,829	\$3,143	\$1,194,914
2026	\$42,577,920	\$42,577,920	0.0411	\$17,500	\$414,411	\$431,910	\$98,227	\$498,162	\$55,309	\$2,858	\$1,086,466
2027	\$38,327,920	\$38,327,920	0.0411	\$15,753	\$373,046	\$388,798	\$88,423	\$448,437	\$49,788	\$2,573	\$978,018
2030	\$34,077,920	\$34,077,920	0.0411	\$14,006	\$331,680	\$345,686	\$78,618	\$398,712	\$44,267	\$2,287	\$869,570
2031	\$29,827,920	\$29,827,920	0.0411	\$12,259	\$290,315	\$302,574	\$68,813	\$348,987	\$38,746	\$2,002	\$761,123
2030	\$34,077,920	\$34,077,920	0.0411	\$14,006	\$331,680	\$345,686	\$78,618	\$398,712	\$44,267	\$2,287	\$869,570
Total				\$344,590	\$8,160,330	\$8,504,920	\$1,934,232	\$9,809,500	\$1,089,106	\$56,275	\$21,394,033

Source: CPA, Atlas Pipeline Mid-Continent Westtex LLC

¹Tax Rate per \$100 Valuation

Table 4 examines the estimated direct impact on ad valorem taxes to the school district and Martin County, with all property tax incentives sought being granted using estimated market value from the application. The project has applied for a value limitation under Chapter 313, Tax Code and tax abatement with the county. The difference noted in the last line is the difference between the totals in Table 3 and Table 4.

Table 4 Estimated Direct Ad Valorem Taxes with all property tax incentives sought

Year	Estimated Taxable Value for I&S	Estimated Taxable Value for M&O	Tax Rate ¹	Stanton ISD I&S Levy	Stanton ISD M&O Levy	Stanton ISD M&O and I&S Tax Levies	Martin County Tax Levy	City of Stanton Tax Levy	Martin County Hospital District Tax Levy	Permian Basin Underground Water District Tax Levy	Estimated Total Property Taxes
				0.0411	0.9733		0.230700	1.1700	0.129900	0.006712	
2016	\$85,077,920	\$30,000,000		\$34,967	\$291,990	\$326,957	\$98,137	\$995,412	\$110,516	\$5,710	\$1,536,733
2017	\$80,827,920	\$30,000,000		\$33,220	\$291,990	\$325,210	\$93,235	\$945,687	\$104,995	\$5,425	\$1,474,553
2018	\$76,577,920	\$30,000,000		\$31,474	\$291,990	\$323,464	\$88,333	\$895,962	\$99,475	\$5,140	\$1,412,372
2019	\$72,327,920	\$30,000,000		\$29,727	\$291,990	\$321,717	\$83,430	\$846,237	\$93,954	\$4,855	\$1,350,192
2020	\$68,077,920	\$30,000,000		\$27,980	\$291,990	\$319,970	\$78,528	\$796,512	\$88,433	\$4,569	\$1,288,012
2021	\$63,827,920	\$30,000,000		\$26,233	\$291,990	\$318,223	\$147,251	\$746,787	\$82,912	\$4,284	\$1,299,458
2022	\$59,577,920	\$30,000,000		\$24,487	\$291,990	\$316,477	\$137,446	\$697,062	\$77,392	\$3,999	\$1,232,375
2023	\$55,327,920	\$30,000,000		\$22,740	\$291,990	\$314,730	\$127,642	\$647,337	\$71,871	\$3,714	\$1,165,293
2024	\$51,077,920	\$30,000,000		\$20,993	\$291,990	\$312,983	\$117,837	\$597,612	\$66,350	\$3,428	\$1,098,210
2025	\$46,827,920	\$30,000,000		\$19,246	\$291,990	\$311,236	\$108,032	\$547,887	\$60,829	\$3,143	\$1,031,128
2026	\$42,577,920	\$42,577,920		\$17,500	\$414,411	\$431,910	\$98,227	\$498,162	\$55,309	\$2,858	\$1,086,466
2027	\$38,327,920	\$38,327,920		\$15,753	\$373,046	\$388,798	\$88,423	\$448,437	\$49,788	\$2,573	\$978,018
2030	\$34,077,920	\$34,077,920		\$14,006	\$331,680	\$345,686	\$78,618	\$398,712	\$44,267	\$2,287	\$869,570
2031	\$29,827,920	\$29,827,920		\$12,259	\$290,315	\$302,574	\$68,813	\$348,987	\$38,746	\$2,002	\$761,123
2030	\$34,077,920	\$34,077,920		\$14,006	\$331,680	\$345,686	\$78,618	\$398,712	\$44,267	\$2,287	\$869,570
			Total	\$344,590	\$4,661,032	\$5,005,623	\$1,492,569	\$9,809,500	\$1,089,106	\$56,275	\$17,453,072
			Diff	\$0	\$3,499,298	\$3,499,298	\$441,663	\$0	\$0	\$0	\$3,940,961

Source: CPA, Atlas Pipeline Mid-Continent Westtex LLC

¹Tax Rate per \$100 Valuation

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment B – Tax Revenue over 25 Years

This represents the Comptroller’s determination that Atlas Pipeline Mid-Continent Westtex LLC (project) is reasonably likely to generate, before the 25th anniversary of the beginning of the limitation period, tax revenue in an amount sufficient to offset the school district maintenance and operations ad valorem tax revenue lost as a result of the agreement. This evaluation is based on an analysis of the estimated M&O portion of the school district property tax levy directly related to this project, using estimated taxable values provided in the application.

	Tax Year	Estimated ISD M&O Tax Levy Generated (Annual)	Estimated ISD M&O Tax Levy Generated (Cumulative)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Annual)	Estimated ISD M&O Tax Levy Loss as Result of Agreement (Cumulative)
Limitation Pre-Years		\$0	\$0	\$0	\$0
	2014	\$758	\$758	\$0	\$0
	2015	\$758	\$1,517	\$0	\$0
Limitation Period (10 Years)	2016	\$291,990	\$293,507	\$536,073	\$536,073
	2017	\$291,990	\$585,497	\$494,708	\$1,030,782
	2018	\$291,990	\$877,487	\$453,343	\$1,484,124
	2019	\$291,990	\$1,169,477	\$411,978	\$1,896,102
	2020	\$291,990	\$1,461,467	\$370,612	\$2,266,714
	2021	\$291,990	\$1,753,457	\$329,247	\$2,595,962
	2022	\$291,990	\$2,045,447	\$287,882	\$2,883,844
	2023	\$291,990	\$2,337,437	\$246,517	\$3,130,360
	2024	\$291,990	\$2,629,427	\$205,151	\$3,335,512
	2025	\$291,990	\$2,921,417	\$163,786	\$3,499,298
Maintain Viable Presence (5 Years)	2026	\$414,411	\$3,335,828	\$0	\$3,499,298
	2027	\$373,046	\$3,708,873	\$0	\$3,499,298
	2030	\$331,680	\$4,040,554	\$0	\$3,499,298
	2031	\$290,315	\$4,330,869	\$0	\$3,499,298
	2030	\$331,680	\$4,662,549	\$0	\$3,499,298
Additional Years as Required by 313.026(c)(1) (10 Years)	2031	\$290,315	\$4,952,864	\$0	\$3,499,298
	2032	\$207,585	\$5,160,449	\$0	\$3,499,298
	2033	\$207,585	\$5,368,034	\$0	\$3,499,298
	2034	\$207,585	\$5,575,618	\$0	\$3,499,298
	2035	\$207,585	\$5,783,203	\$0	\$3,499,298
	2036	\$207,585	\$5,990,788	\$0	\$3,499,298
	2037	\$207,585	\$6,198,372	\$0	\$3,499,298
	2038	\$207,585	\$6,405,957	\$0	\$3,499,298
	2039	\$207,585	\$6,613,542	\$0	\$3,499,298
	2040	\$207,585	\$6,821,126	\$0	\$3,499,298

\$6,821,126

is greater than

\$3,499,298

Analysis Summary	
Is the project reasonably likely to generate M&O tax revenue in an amount sufficient to offset the M&O levy loss as a result of the limitation agreement?	Yes

Source: CPA, Atlas Pipeline Mid-Continent Westtex LLC

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment C – Limitation as a Determining Factor

Tax Code 313.026 states that the Comptroller may not issue a certificate for a limitation on appraised value under this chapter for property described in an application unless the comptroller determines that “the limitation on appraised value is a determining factor in the applicant’s decision to invest capital and construct the project in this state.” This represents the basis for the Comptroller’s determination.

Methodology

Texas Administrative Code 9.1055(d) states the Comptroller shall review any information available to the Comptroller including:

- the application, including the responses to the questions in Section 8 (Limitation as a Determining Factor);
- public documents or statements by the applicant concerning business operations or site location issues or in which the applicant is a subject;
- statements by officials of the applicant, public documents or statements by governmental or industry officials concerning business operations or site location issues;
- existing investment and operations at or near the site or in the state that may impact the proposed project;
- announced real estate transactions, utility records, permit requests, industry publications or other sources that may provide information helpful in making the determination; and
- market information, raw materials or other production inputs, availability, existing facility locations, committed incentives, infrastructure issues, utility issues, location of buyers, nature of market, supply chains, other known sites under consideration.

Determination

The Comptroller has determined that the limitation on appraised value is a determining factor in the Atlas Pipeline Mid-Continent Westtex LLC’s decision to invest capital and construct the project in this state. This is based on information available, including information provided by the applicant. Specifically, the comptroller notes the following:

- Per the applicant, it has operations and assets in multiple states.
- Per the applicant, the applicant has made no investment to date on the project site, and thus the applicant is not geographically predisposed to the project site.
- Per the applicant, no construction has commenced at the project site.
- The applicant appears to have a clear ability to build in other locations.

Supporting Information

- a) Section 8 of the Application for a Limitation on Appraised Value
- b) Attachments provided in Tab 5 of the Application for a Limitation on Appraised Value

Disclaimer: This examination is based on information from the application submitted to the school district and forwarded to the comptroller. It is intended to meet the statutory requirement of Chapter 313 of the Tax Code and is not intended for any other purpose.

Attachment D

Summary of Financial Impact

**CHAPTER 313 PROPERTY VALUE LIMITATION
FINANCIAL IMPACT OF THE PROPOSED ATLAS
MID-CONTINENT WESTTEX LLC PROJECT IN THE
STANTON INDEPENDENT SCHOOL DISTRICT**

PREPARED BY



SEPTEMBER 5, 2014

Executive Summary

Atlas Mid-Continent Westtex LLC (Company) has requested that the Stanton Independent School District (SISD) consider granting a property value limitation under Chapter 313 of the Tax Code, also known as the Texas Economic Development Act. In an application submitted to SISD on July 21, 2014 the Company plans to invest \$85.1 million to construct a natural gas processing facility. Moak, Casey & Associates (MCA) has been retained to prepare an analysis of this value limitation and help the district navigate the overall application and agreement process.

The Atlas Mid-Continent project is consistent with the state's goal to "encourage large scale capital investments in this state." When enacted as House Bill 1200 in 2001, Chapter 313 of the Tax Code granted eligibility to companies engaged in manufacturing, research and development, and renewable electric energy production to apply to school districts for property value limitations. Subsequent legislative changes expanded eligibility to clean coal projects, nuclear power generation and data centers, among others.

Under the provisions of Chapter 313, SISD may offer a minimum value limitation of \$30 million. This value limitation, under the proposed application, will begin in the 2016-17 school year and remain at that level of taxable value for Maintenance and Operations (M&O) tax purposes for ten years. The entire project value will remain taxable for I&S or debt service purposes for the term of the Agreement and beyond.

MCA's initial school finance analysis is detailed in this report. The overall conclusions are as follows, but please read all of the subsequent details in the report below for more information.

Total Revenue Loss Payments Owed to SISD	\$253,820
Total Savings to Company after Revenue Loss Payment. (This does not include any supplemental benefit payments to the District.)	\$3,245,478

Application Process

After the school district has submitted an application to the Comptroller's Office (Comptroller), the Comptroller begins reviewing the application for completeness. The purpose of this review is to ensure all necessary information and attachments are included in the application before moving forward with the formal review process. At the time the application is determined complete—typically 4-6 weeks after receipt—the Comptroller will deliver a Completeness Letter to the company and the school district. For this project, the Comptroller's Completeness Letter was issued on September 4, 2014.

The issuance of a Completeness Letter is important because it sets the timeline for the rest of process. From the date of issuance, the Comptroller has 90 days to conduct its full

review of the project and provide its certificate for a limitation on appraised value. After the certificate is received, the district has until the 150th day from the receipt of the Completeness Letter or until December 31st, whichever is earlier, to adopt an agreement. The Certificate for this project was issued on September 10, 2014.

Each value limitation agreement is unique and to ensure the proper revenue-loss protection and maximum supplemental benefits are in place, an understanding of the school district's finances and a thorough knowledge of the Ch. 313 statute are required. MCA and O'Hanlon, McCollom & Demerath will ensure the best interests of SISD are secured. After the Comptroller's certificate is received, O'Hanlon, McCollom & Demerath will contact the school district to discuss the value limitation agreement and begin negotiations of the supplemental benefit payment with the Company. A final version of the agreement must be submitted to the Comptroller for review prior to final adoption by the school district's board of trustees.

At the final board meeting, the school board will review the Value Limitation Agreement and Findings of Fact that detail the project's conformance with state law. In some instances, the school board may also be required to adopt a job waiver or create a reinvestment zone during this meeting. Prior to this meeting, O'Hanlon, McCollom & Demerath will provide the District with the necessary agenda language and any additional action items.

How the 313 Agreement Interacts with Texas School Finance

M&O funding for Texas schools relies on two methods of finance: local school district property taxes and state aid. State aid consists of three components: Tier I, Tier II and additional state aid for tax reduction.

Tier I provides state funding based on ADA and special student populations, as well as transportation. The local funds for Tier I are M&O taxes raised at the compressed tax rate—\$1.00 per \$100 of taxable value for most school districts (less any recapture payments owed to the state from high property-wealth school districts).

Tier II guarantees a specific amount of funding per student in weighted average daily attendance for each penny of a school district's tax effort above a specified level. There are two levels of Tier II funding—funding under the six so-called golden pennies and the eleven so-called copper pennies. Voter approval is required in most cases to access the last two golden pennies and the eleven copper pennies.

Additional State Aid for Tax Reduction (ASATR) guarantees a school district a set amount of state and local M&O funds per student in weighted average daily attendance to compensate for the mandatory reduction in, or compression of, the local M&O tax rate that was adopted in 2005 or 2006. For more detailed information on the school finance funding system, please review the Texas Education Agency's [School Finance 101: Funding of Texas Public Schools](#). For the 2014-15 school year it is estimated that 230 school districts will receive ASATR hold-harmless funding (\$335 million in state funding). ASATR funding is expected to be eliminated by the 2017-18 school year under current law.

For a school district that approves a Chapter 313 value limitation, the first year is often problematic financially. The implementation of the value limitation often results in an M&O revenue loss to the school district in the first year of the limitation that would not be reimbursed by the state, but require some type of compensation from the Company under the revenue protection provisions of the agreement. This is because the general school finance formula system calculates state aid entitlements using the property value for the preceding year as certified by the Comptroller.

School districts that receive ASATR funding may not require as large of a company revenue-loss payment as those districts that are considered to be on “formula”. **As ASATR is reduced, however, more districts will be considered on “formula” and the revenue losses may be greater than anticipated in the initial revenue-loss estimates.**

SISD receives ASATR funding, with an additional ASATR state aid offset of \$148,225 expected in the initial 2016-17 limitation year under current law. In most instances smaller revenue losses would be anticipated in years 2-10 of the limitation when the state M&O property values are aligned at the minimum value established by the Board on both the local tax roll and the corresponding state property value study. **If the full value of the project increases significantly during the value limitation period, the revenue losses may be greater than originally estimated.**

A taxpayer receiving a value limitation pays M&O taxes on the reduced value for the project in years 1-10 and receives a tax bill for I&S taxes based on the full project value throughout the qualifying and value limitation period (and thereafter).

Future legislative action on school funding could potentially affect the impact of the value limitation on the school district’s finances and result in revenue-loss estimates that differ from the estimates presented in this report.

Underlying School District Data Assumptions

A key element in any analysis of the school finance implications of a Chapter 313 agreement is the provision for revenue protection in the agreement between the school district and the applicant. The agreement calls for a calculation of the revenue impact of the value limitation in years 1-10 of the agreement, under whatever school finance and property tax laws are in effect in each of those years. This meets the statutory requirement under Section 313.027(f)(1) of the Tax Code to provide school district revenue-protection language in the agreement. This approach also reduces guess work as to future changes in school finance and property tax laws.

Student enrollment counts are held constant at 819 students in average daily attendance (ADA) in analyzing the effects of the project on the finances of SISD. The District’s local tax base reached \$2.4 billion for the 2014 tax year (the most recent year available) and is maintained at that level for the forecast period in order to isolate the effects of the property value limitation. An M&O tax rate of \$0.9733 per \$100 is used throughout this analysis. SISD has estimated 2015-16 state property wealth per weighted ADA or WADA of approximately \$1.7 million. As a result, SISD is considered a Chapter 41 or recapture district under the

current school finance system. Table 1 summarizes the enrollment and property value assumptions for the 15 years that are the subject of this analysis.

The M&O tax rate for the 2026-27 school year reflects the impact of the Chapter 313 project value returning to the local tax roll for M&O funding purposes, which could result in a lower M&O tax rate. For the purposes of these estimates, it is assumed that the current M&O tax rate in year 11 of the limitation agreement would be reduced slightly from the \$0.9733 M&O rate shown in Table 1. The lower M&O rate is reflected for that year in the limitation model shown below.

The general approach used here to analyze the future revenue stream of the school district under a value limitation is to maintain static enrollment and property values in order to isolate the effects of the value limitation under the school finance system. ASATR is continued under the current funding elements until the 2017-18 school year.

Table 1 – Base District Information with Atlas Mid-Continent Project Value and Limitation Values

Year of Agreement	School Year	ADA	WADA	M&O Tax Rate	I&S Tax Rate	CAD Value with Project	CAD Value with Limitation	CPTD with Project	CPTD With Limitation	CPTD Value with Project per WADA	CPTD Value with Limitation per WADA
Pre-Year 1	2015-16	818.79	1,382.98	\$0.9733	\$0.0411	\$2,437,523,505	\$2,437,523,505	\$2,364,405,998	\$2,364,405,998	\$1,709,652	\$1,709,652
1	2016-17	818.79	1,382.98	\$0.9733	\$0.0411	\$2,462,327,575	\$2,407,249,655	\$2,364,655,998	\$2,364,655,998	\$1,709,833	\$1,709,833
2	2017-18	818.79	1,382.98	\$0.9733	\$0.0411	\$2,458,077,575	\$2,407,249,655	\$2,389,460,068	\$2,334,382,148	\$1,727,768	\$1,687,942
3	2018-19	818.79	1,382.98	\$0.9733	\$0.0411	\$2,494,403,011	\$2,447,825,091	\$2,385,210,068	\$2,334,382,148	\$1,724,695	\$1,687,942
4	2019-20	818.79	1,382.98	\$0.9733	\$0.0411	\$2,486,612,730	\$2,444,284,810	\$2,421,535,504	\$2,374,957,584	\$1,750,961	\$1,717,282
5	2020-21	818.79	1,382.98	\$0.9733	\$0.0411	\$2,479,070,269	\$2,440,992,349	\$2,413,745,223	\$2,371,417,303	\$1,745,328	\$1,714,722
6	2021-22	818.79	1,382.98	\$0.9733	\$0.0411	\$2,471,758,281	\$2,437,930,361	\$2,406,202,763	\$2,368,124,843	\$1,739,874	\$1,712,341
7	2022-23	818.79	1,382.98	\$0.9733	\$0.0411	\$2,464,660,632	\$2,435,082,712	\$2,398,890,774	\$2,365,062,854	\$1,734,587	\$1,710,127
8	2023-24	818.79	1,382.98	\$0.9733	\$0.0411	\$2,457,762,318	\$2,432,434,398	\$2,391,793,125	\$2,362,215,205	\$1,729,455	\$1,708,068
9	2024-25	818.79	1,382.98	\$0.9733	\$0.0411	\$2,478,073,236	\$2,456,995,316	\$2,384,894,811	\$2,359,566,891	\$1,724,467	\$1,706,153
10	2025-26	818.79	1,382.98	\$0.9733	\$0.0411	\$2,468,682,709	\$2,451,854,789	\$2,405,205,729	\$2,384,127,809	\$1,739,153	\$1,723,912
11	2026-27	818.79	1,382.98	\$0.9733	\$0.0411	\$2,458,502,519	\$2,458,502,519	\$2,395,815,202	\$2,378,987,282	\$1,732,363	\$1,720,195
12	2027-28	818.79	1,382.98	\$0.9733	\$0.0411	\$2,450,760,942	\$2,450,760,942	\$2,385,635,012	\$2,385,635,012	\$1,725,002	\$1,725,002
13	2028-29	818.79	1,382.98	\$0.9733	\$0.0411	\$2,443,194,356	\$2,443,194,356	\$2,377,893,436	\$2,377,893,436	\$1,719,404	\$1,719,404
14	2029-30	818.79	1,382.98	\$0.9733	\$0.0411	\$2,435,801,214	\$2,435,801,214	\$2,370,326,849	\$2,370,326,849	\$1,713,933	\$1,713,933
15	2030-31	818.79	1,382.98	\$0.9733	\$0.0411	\$2,428,571,145	\$2,428,571,145	\$2,362,933,707	\$2,362,933,707	\$1,708,587	\$1,708,587

*Basic Allotment: \$5,040; AISD Yield: \$61.86; Equalized Wealth: \$504,000 per WADA

M&O Impact of the Atlas Mid-Continent Project on SISD

School finance models were prepared for SISD under these assumptions through the 2030-31 school year. Under the proposed agreement, a model is established to make a calculation of the “Baseline Revenue Model” by adding the total value of the project to the model, but without assuming that a value limitation is approved. These results are detailed in Table 2.

Additionally, a separate model is established to make a calculation of the “Value Limitation Revenue Model” by adding the project’s limited value of \$30 million to the model. These results are shown in Table 3.

Table 2-- "Baseline Revenue Model"--Project Value Added with No Value Limitation

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$18,235,234	\$269,500	\$2,122,664	-\$12,721,247	\$1,197,979	\$0	\$0	\$23,313	\$9,127,442
1	2016-17	\$18,475,594	\$269,500	\$2,052,382	-\$12,891,326	\$1,213,769	\$0	\$0	\$23,313	\$9,143,232
2	2017-18	\$18,436,779	\$269,500	\$0	-\$12,920,366	\$1,211,219	\$0	\$0	\$23,313	\$7,020,445
3	2018-19	\$18,750,010	\$269,500	\$0	-\$13,132,480	\$1,231,797	\$0	\$0	\$23,313	\$7,142,140
4	2019-20	\$18,680,478	\$269,500	\$0	-\$13,165,156	\$1,227,230	\$0	\$0	\$23,313	\$7,035,364
5	2020-21	\$18,613,097	\$269,500	\$0	-\$13,099,879	\$1,222,803	\$0	\$0	\$23,313	\$7,028,834
6	2021-22	\$18,547,715	\$269,500	\$0	-\$13,036,588	\$1,218,507	\$0	\$0	\$23,313	\$7,022,446
7	2022-23	\$18,484,192	\$269,500	\$0	-\$12,975,145	\$1,214,334	\$0	\$0	\$23,313	\$7,016,193
8	2023-24	\$18,422,399	\$269,500	\$0	-\$12,915,423	\$1,210,275	\$0	\$0	\$23,313	\$7,010,064
9	2024-25	\$18,596,683	\$269,500	\$0	-\$13,023,241	\$1,221,724	\$0	\$0	\$23,313	\$7,087,979
10	2025-26	\$18,513,267	\$269,500	\$0	-\$13,009,896	\$1,216,244	\$0	\$0	\$23,313	\$7,012,428
11	2026-27	\$18,417,255	\$269,500	\$0	-\$12,920,788	\$1,209,937	\$0	\$0	\$23,313	\$6,999,216
12	2027-28	\$18,350,087	\$269,500	\$0	-\$12,850,380	\$1,205,524	\$0	\$0	\$23,313	\$6,998,044
13	2028-29	\$18,284,436	\$269,500	\$0	-\$12,786,518	\$1,201,211	\$0	\$0	\$23,313	\$6,991,942
14	2029-30	\$18,220,291	\$269,500	\$0	-\$12,724,126	\$1,196,997	\$0	\$0	\$23,313	\$6,985,974
15	2030-31	\$18,157,560	\$269,500	\$0	-\$12,663,136	\$1,192,876	\$0	\$0	\$23,313	\$6,980,112

Table 3-- "Value Limitation Revenue Model"--Project Value Added with Value Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$18,235,234	\$269,500	\$2,122,664	-\$12,721,247	\$1,197,979	\$0	\$0	\$23,313	\$9,127,442
1	2016-17	\$17,972,568	\$269,500	\$2,200,657	-\$12,536,575	\$1,180,723	\$0	\$0	\$23,313	\$9,110,186
2	2017-18	\$17,972,568	\$269,500	\$0	-\$12,467,870	\$1,180,723	\$0	\$0	\$23,313	\$6,978,233
3	2018-19	\$18,324,614	\$269,500	\$0	-\$12,714,800	\$1,203,851	\$0	\$0	\$23,313	\$7,106,478
4	2019-20	\$18,293,898	\$269,500	\$0	-\$12,786,578	\$1,201,833	\$0	\$0	\$23,313	\$7,001,966
5	2020-21	\$18,265,331	\$269,500	\$0	-\$12,758,392	\$1,199,956	\$0	\$0	\$23,313	\$6,999,708
6	2021-22	\$18,238,764	\$269,500	\$0	-\$12,732,180	\$1,198,211	\$0	\$0	\$23,313	\$6,997,607
7	2022-23	\$18,214,057	\$269,500	\$0	-\$12,707,804	\$1,196,588	\$0	\$0	\$23,313	\$6,995,653
8	2023-24	\$18,191,079	\$269,500	\$0	-\$12,685,136	\$1,195,078	\$0	\$0	\$23,313	\$6,993,834
9	2024-25	\$18,404,178	\$269,500	\$0	-\$12,829,260	\$1,209,078	\$0	\$0	\$23,313	\$7,076,808
10	2025-26	\$18,359,577	\$269,500	\$0	-\$12,853,706	\$1,206,148	\$0	\$0	\$23,313	\$7,004,831
11	2026-27	\$18,412,124	\$269,500	\$0	-\$12,879,259	\$1,175,328	\$0	\$0	\$23,313	\$7,001,006
12	2027-28	\$18,350,087	\$269,500	\$0	-\$12,850,380	\$1,205,524	\$0	\$0	\$23,313	\$6,998,044
13	2028-29	\$18,284,436	\$269,500	\$0	-\$12,786,518	\$1,201,211	\$0	\$0	\$23,313	\$6,991,942
14	2029-30	\$18,220,291	\$269,500	\$0	-\$12,724,126	\$1,196,997	\$0	\$0	\$23,313	\$6,985,974
15	2030-31	\$18,157,560	\$269,500	\$0	-\$12,663,136	\$1,192,876	\$0	\$0	\$23,313	\$6,980,112

Table 4 displays the results of the comparison between the Baseline Revenue Model and the Value Limitation Revenue Model (Tables 2 and 3). The difference between the two models indicates there will be a total revenue loss of \$253,820 over the course of the Agreement. Nearly all of the reduction in M&O taxes under the limitation agreement is offset through a reduction in recapture costs owed to the state under current law,

Table 4 – Value Limit less Project Value with No Limit

Year of Agreement	School Year	M&O Taxes @ Compressed Rate	State Aid	Additional State Aid-Hold Harmless	Recapture Costs	Additional Local M&O Collections	State Aid From Additional M&O Tax Collections	Recapture from the Additional Local Tax Effort	Other State Aid	Total General Fund
Pre-Year 1	2015-16	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	2016-17	-\$503,026	\$0	\$148,275	\$354,751	-\$33,046	\$0	\$0	\$0	-\$33,046
2	2017-18	-\$464,211	\$0	\$0	\$452,495	-\$30,496	\$0	\$0	\$0	-\$42,212
3	2018-19	-\$425,396	\$0	\$0	\$417,680	-\$27,946	\$0	\$0	\$0	-\$35,662
4	2019-20	-\$386,580	\$0	\$0	\$378,579	-\$25,397	\$0	\$0	\$0	-\$33,398
5	2020-21	-\$347,766	\$0	\$0	\$341,487	-\$22,847	\$0	\$0	\$0	-\$29,126
6	2021-22	-\$308,951	\$0	\$0	\$304,408	-\$20,296	\$0	\$0	\$0	-\$24,839
7	2022-23	-\$270,135	\$0	\$0	\$267,341	-\$17,746	\$0	\$0	\$0	-\$20,540
8	2023-24	-\$231,320	\$0	\$0	\$230,287	-\$15,197	\$0	\$0	\$0	-\$16,230
9	2024-25	-\$192,505	\$0	\$0	\$193,980	-\$12,646	\$0	\$0	\$0	-\$11,171
10	2025-26	-\$153,690	\$0	\$0	\$156,190	-\$10,096	\$0	\$0	\$0	-\$7,596
11	2026-27	-\$5,131	\$0	\$0	\$41,529	-\$34,609	\$0	\$0	\$0	\$1,789
12	2027-28	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	2028-29	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	2029-30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	2030-31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

M&O Impact on the Taxpayer

Table 5 summarizes the impact of the property value limitation in terms of the potential tax savings to the taxpayer under the property value limitation agreement. The focus of this table is on the M&O tax rate only. A \$0.9733 per \$100 M&O tax rate is assumed in 2014-15 (the most recent year available) and thereafter.

Under the assumptions used here, the potential tax savings from the value limitation total \$3.5 million over the life of the agreement. The SISD revenue losses are expected to total approximately \$253,820 over the course of the agreement. In total, the potential net tax benefits (after hold-harmless payments are made) are estimated to reach \$3.2 million, before any agreement on supplemental payments. While legislative changes to ASATR funding could increase the hold-harmless amount owed in the initial limitation year under these estimates, there would still be a substantial tax benefit to the Company under the value limitation agreement for the remaining years that the limitation is in effect.

I&S Funding Impact on School District

The project remains fully taxable for debt services taxes, with SISD currently levying a \$0.0411 per \$100 I&S rate. While the value of the Atlas Mid-Continent project is expected to depreciate over the life of the agreement and beyond, local taxpayers should benefit from the addition of the Atlas Mid-Continent project to the local I&S tax roll.

Table 5 - Estimated Financial Impact of the Atlas Mid-Continent Project Property Value Limitation Request Submitted to SISD at \$0.9733 M&O Tax Rate

Year of Agreement	School Year	Project Value	Estimated Taxable Value	Value Savings	Assumed M&O Tax Rate	Taxes Before Value Limit	Taxes after Value Limit	Tax Savings @ Projected M&O Rate	Tax Benefit to Company Before Revenue Protection	School District Revenue Losses	Estimated Net Tax Benefits
Pre-Year 1	2015-16	\$77,920	\$77,920	\$0	\$0.973	\$758	\$758	\$0	\$0	\$0	\$0
1	2016-17	\$85,077,920	\$30,000,000	\$55,077,920	\$0.973	\$828,063	\$291,990	\$536,073	\$536,073	-\$33,046	\$503,027
2	2017-18	\$80,827,920	\$30,000,000	\$50,827,920	\$0.973	\$786,698	\$291,990	\$494,708	\$494,708	-\$42,212	\$452,497
3	2018-19	\$76,577,920	\$30,000,000	\$46,577,920	\$0.973	\$745,333	\$291,990	\$453,343	\$453,343	-\$35,662	\$417,681
4	2019-20	\$72,327,920	\$30,000,000	\$42,327,920	\$0.973	\$703,968	\$291,990	\$411,978	\$411,978	-\$33,398	\$378,579
5	2020-21	\$68,077,920	\$30,000,000	\$38,077,920	\$0.973	\$662,602	\$291,990	\$370,612	\$370,612	-\$29,126	\$341,486
6	2021-22	\$63,827,920	\$30,000,000	\$33,827,920	\$0.973	\$621,237	\$291,990	\$329,247	\$329,247	-\$24,839	\$304,408
7	2022-23	\$59,577,920	\$30,000,000	\$29,577,920	\$0.973	\$579,872	\$291,990	\$287,882	\$287,882	-\$20,540	\$267,342
8	2023-24	\$55,327,920	\$30,000,000	\$25,327,920	\$0.973	\$538,507	\$291,990	\$246,517	\$246,517	-\$16,230	\$230,287
9	2024-25	\$51,077,920	\$30,000,000	\$21,077,920	\$0.973	\$497,141	\$291,990	\$205,151	\$205,151	-\$11,171	\$193,981
10	2025-26	\$46,827,920	\$30,000,000	\$16,827,920	\$0.973	\$455,776	\$291,990	\$163,786	\$163,786	-\$7,596	\$156,190
11	2026-27	\$42,577,920	\$42,577,920	\$0	\$0.973	\$414,411	\$414,411	\$0	\$0	\$0	\$0
12	2027-28	\$38,327,920	\$38,327,920	\$0	\$0.973	\$373,046	\$373,046	\$0	\$0	\$0	\$0
13	2028-29	\$34,077,920	\$34,077,920	\$0	\$0.973	\$331,680	\$331,680	\$0	\$0	\$0	\$0
14	2029-30	\$29,827,920	\$29,827,920	\$0	\$0.973	\$290,315	\$290,315	\$0	\$0	\$0	\$0
15	2030-31	\$25,577,920	\$25,577,920	\$0	\$0.973	\$248,950	\$248,950	\$0	\$0	\$0	\$0
						\$8,078,358	\$4,579,060	\$3,499,298	\$3,499,298	-\$253,820	\$3,245,478

The project is not expected to affect SISD in terms of enrollment. Continued expansion of the project and related development could result in additional employment in the area and an increase in the school-age population, but this project is unlikely to have much impact on a stand-alone basis.

Note: School district revenue-loss estimates are subject to change based on numerous factors, including:

- Legislative and Texas Education Agency administrative changes to the underlying school finance formulas used in these calculations.
- Legislative changes addressing property value appraisals and exemptions.
- Year-to-year appraisals of project values and district taxable values.
- Changes in school district tax rates and student enrollment.

Attachment E

Taxable Value of Property



Window on State Government

Susan Combs Texas Comptroller of Public Accounts

2013 ISD Summary Worksheet

114/Howard

156-902/Stanton ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	333,540	N/A	333,540	333,540
B. Multi-Family Residences	0	N/A	0	0
C1. Vacant Lots	1,600	N/A	1,600	1,600
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	3,432,850	N/A	3,432,850	3,432,850
D2. Real Prop Farm & Ranch	11,900	N/A	11,900	11,900
E. Real Prop NonQual Acres	880,240	N/A	880,240	880,240
F1. Commercial Real	0	N/A	0	0
F2. Industrial Real	629,300	N/A	629,300	629,300
G. Oil, Gas, Minerals	55,597,227	N/A	55,597,227	55,597,227
J. Utilities	6,263,213	N/A	6,263,213	6,263,213
L1. Commercial Personal	11,300	N/A	11,300	11,300
L2. Industrial Personal	357,430	N/A	357,430	357,430
M. Other Personal	22,050	N/A	22,050	22,050
N. Intangible				

Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	0	N/A	0	0
Subtotal	67,540,650		67,540,650	67,540,650
Less Total Deductions	196,310		196,310	196,310
Total Taxable Value	67,344,340		67,344,340	67,344,340 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

T1	T2	T3	T4	T5	T6
67,424,340	67,344,340	67,376,137	67,296,137	67,344,340	67,296,137

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
80,000	48,203

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
67,424,340	67,344,340	67,376,137	67,296,137	67,344,340	67,296,137

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

156/Martin

156-902/Stanton ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	36,354,930	N/A	36,354,930	36,354,930
B. Multi-Family Residences	445,680	N/A	445,680	445,680
C1. Vacant Lots	2,022,280	N/A	2,022,280	2,022,280
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	16,849,580	N/A	16,849,580	16,849,580

D2. Real Prop Farm & Ranch	7,613,890	N/A	7,613,890	7,613,890
E. Real Prop NonQual Acres	35,406,490	N/A	35,406,490	35,406,490
F1. Commercial Real	11,162,900	N/A	11,162,900	11,162,900
F2. Industrial Real	107,864,250	N/A	107,864,250	107,864,250
G. Oil, Gas, Minerals	1,580,609,940	N/A	1,580,609,940	1,580,609,940
J. Utilities	83,406,940	N/A	83,406,940	83,406,940
L1. Commercial Personal	8,371,280	N/A	8,371,280	8,371,280
L2. Industrial Personal	119,444,710	N/A	119,444,710	119,444,710
M. Other Personal	3,760,910	N/A	3,760,910	3,760,910
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	2,559,010	N/A	2,559,010	2,559,010
Subtotal	2,015,872,790		2,015,872,790	2,015,872,790
Less Total Deductions	90,457,092		90,457,092	90,457,092
Total Taxable Value	1,925,415,698		1,925,415,698	1,925,415,698 T2

The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Government code subsections 403.302 (J) AND (K) require the Comptroller to certify alternative measures of school district wealth. These measures are reported for taxable values for maintenance and operation (M&O) tax purposes and for interest and sinking fund (I&S) tax purposes. For districts that have not entered into value limitation agreements, T1 through T6 will be the same as T7 through T12.

Value Taxable For M&O Purposes

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T1	T2	T3	T4	T5	T6
1,934,083,368	1,925,415,698	1,930,243,738	1,921,576,068	1,925,415,698	1,921,576,068

Loss To the Additional \$10,000 Homestead Exemption	50% of the loss to the Local Optional Percentage Homestead Exemption
8,667,670	3,839,630

T1 = School district taxable value for M&O purposes before the loss to the additional \$10,000 homestead exemption

T2 = School district taxable value for M&O purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T3 = T1 minus 50% of the loss to the local optional percentage homestead exemption

T4 = T2 minus 50% of the loss to the local optional percentage homestead exemption

T5 = T2 before the loss to the tax ceiling reduction

T6 = T5 minus 50% of the loss to the local optional percentage homestead exemption

Value Taxable For I&S Purposes

T7	T8	T9	T10	T11	T12
2,001,539,358	1,992,871,688	1,997,699,728	1,989,032,058	1,992,871,688	1,989,032,058

T7 = School district taxable value for I&S purposes before the loss to the additional \$10,000 homestead exemption

T8 = School district taxable value for I&S purposes after the loss to the additional \$10,000 homestead exemption and the tax ceiling reduction

T9 = T7 minus 50% of the loss to the local optional percentage homestead exemption

T10 = T8 minus 50% of the loss to the local optional percentage homestead exemption

T11 = T8 before the loss to the tax ceiling reduction

T12 = T11 minus 50% of the loss to the local optional percentage homestead exemption

The PVS found your local value to be valid, and local value was certified

156-902/Stanton ISD

Category	Local Tax Roll Value	2013 WTD Mean Ratio	2013 PTAD Value Estimate	2013 Value Assigned
A. Single-Family Residences	36,688,470	N/A	36,688,470	36,688,470
B. Multi-Family Residences	445,680	N/A	445,680	445,680
C1. Vacant Lots	2,023,880	N/A	2,023,880	2,023,880
C2. Colonia Lots	0	N/A	0	0
D1. Rural Real(Taxable)	20,282,430	N/A	20,282,430	20,282,430
D2. Real Prop Farm & Ranch	7,625,790	N/A	7,625,790	7,625,790
E. Real Prop NonQual Acres	36,286,730	N/A	36,286,730	36,286,730
F1. Commercial Real	11,162,900	N/A	11,162,900	11,162,900
F2. Industrial Real	108,493,550	N/A	108,493,550	108,493,550
G. Oil, Gas, Minerals	1,636,207,167	N/A	1,636,207,167	1,636,207,167
J. Utilities	89,670,153	N/A	89,670,153	89,670,153
L1. Commercial Personal	8,382,580	N/A	8,382,580	8,382,580
L2. Industrial Personal	119,802,140	N/A	119,802,140	119,802,140
M. Other Personal	3,782,960	N/A	3,782,960	3,782,960
N. Intangible Pers/Uncert	0	N/A	0	0
O. Residential Inventory	0	N/A	0	0
S. Special Inventory	2,559,010	N/A	2,559,010	2,559,010
Subtotal	2,083,413,440		2,083,413,440	2,083,413,440
Less Total Deductions	90,653,402		90,653,402	90,653,402

Total Taxable Value	1,992,760,038	1,992,760,038	1,992,760,038 T2
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The taxable values shown here will not match the values reported by your appraisal district

See the ISD DEDUCTION Report for a breakdown of deduction values

Attachment F

TEA's Facilities Value

September 9, 2014

Darren Patrick, President
Board of Trustees
Stanton Independent School District
P O Box 730
Stanton, TX 79782-0730

Dear Mr. Patrick:

As required by the Tax Code, §313.025 (b-1), the Texas Education Agency (TEA) has evaluated the impact of the proposed - Atlas Pipeline Mid-Continent Westtex LLC project on the number and size of school facilities in Stanton Independent School District (SISD). Based on an examination of SISD enrollment and the number of potential new jobs, the TEA has determined that the Atlas Pipeline Mid-Continent Westtex LLC project should not have a significant impact on the number or size of school facilities in SISD.

Please feel free to contact me by phone at (512) 463-9186 or by email at al.mckenzie@tea.state.tx.us if you have any questions.

Sincerely,

Al McKenzie, Manager
Foundation School Program Support

AM/rk

Attachment G

Participation Agreement

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE
OF PROPERTY FOR SCHOOL DISTRICT
MAINTENANCE AND OPERATIONS TAXES**

by and between

STANTON INDEPENDENT SCHOOL DISTRICT

and

ATLAS PIPELINE MID-CONTINENT WESTTEX LLC

(Texas Taxpayer ID # 14217331074)

TEXAS COMPTROLLER APPLICATION NUMBER 1019

Dated

December 8, 2014

**AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR
SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**

STATE OF TEXAS §

COUNTY OF MARTIN §

THIS AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES, hereinafter referred to as this "Agreement," is executed and delivered by and between the **STANTON INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District," a lawfully created independent school district within the State of Texas operating under and subject to the Texas Education Code, and **ATLAS PIPELINE MID-CONTINENT WESTTEX LLC**, Texas Taxpayer Identification Number *14217331074* hereinafter referred to as "Applicant." Applicant and District are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on July 21, 2014, the Superintendent of Schools of the Stanton Independent School District, acting as agent of the Board of Trustees of District, received from Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the TEXAS TAX CODE;

WHEREAS, the Board of Trustees has acknowledged receipt of the Application, and along with the requisite application fee as established pursuant to Section 313.025(a) of the TEXAS TAX CODE and Local District Policy CCG (Local), and agreed to consider the application;

WHEREAS, the Application was delivered to the Texas Comptroller's Office for review pursuant to Section 313.025(a-1) of the TEXAS TAX CODE; and,

WHEREAS, the District and Texas Comptroller's Office have determined that the application is complete and September 4, 2014 is the Application Review Start Date as that terms is defined by 34 TEX. ADMIN. CODE 9.1051;

WHEREAS, pursuant to 34 TEX. ADMIN. CODE §9.1054, the Application was delivered for review to the Martin Appraisal District established in Martin County, Texas (the "Martin County Appraisal District"), pursuant to Section 6.01 of the TEXAS TAX CODE;

WHEREAS, the Texas Comptroller's Office reviewed the Application pursuant to Section 313.025 of the TEXAS TAX CODE, conducted an economic impact evaluation pursuant to Section 313.026 of the TEXAS TAX CODE, and on September 10, 2014, issued a certificate for limitation on appraised value of the property described in the Application and provided the certificate to the District;

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtex LLC

TEXAS COMPTROLLER APPLICATION NUMBER 1019

December 8, 2014

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*Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)*

WHEREAS, the Board of Trustees has reviewed and carefully considered the economic impact evaluation and certificate for limitation on appraised value submitted by the Texas Comptroller's Office pursuant to Section 313.026 of the TEXAS TAX CODE;

WHEREAS, on December 8, 2014, the Board of Trustees conducted a public hearing on the Application, at which it solicited input into its deliberations on the Application from all interested parties within the District;

WHEREAS, on December 8, 2014, the Board of Trustees made factual findings pursuant to Section 313.025(f) of the TEXAS TAX CODE, including, but not limited to findings that: (i) the information in the Application is true and correct; (ii) Applicant is eligible for the Limitation on Appraised Value of Applicant's Qualified Property; (iii) the project proposed by Applicant is reasonably likely to generate tax revenue in an amount sufficient to offset District's maintenance and operations ad valorem tax revenue lost as a result of the agreement before the 25th anniversary of the beginning of the limitation period; (iv) the limitation on appraised value is a determining factor in Applicant's decision to invest capital and construct the project in this state; and (v) this Agreement is in the best interest of District and the State of Texas;

WHEREAS, on December 1, 2014, the Texas Comptroller's Office approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes; and

WHEREAS, on December 8, 2014, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 DEFINITIONS.

Wherever used herein, the following terms shall have the following meanings, unless the context in which used clearly indicates another meaning. Words or terms defined in 34 TEX. ADMIN. CODE §9.1051 and not defined in this Agreement shall have the meanings provided by 34 TEX. ADMIN. CODE §9.1051.

"Act" means the Texas Economic Development Act set forth in Chapter 313 of the TEXAS TAX CODE, as amended.

"Agreement" means this Agreement, as the same may be modified, amended, restated, amended and restated, or supplemented as approved pursuant to Section 10.2.

"Applicable School Finance Law" means Chapters 41 and 42 of the TEXAS EDUCATION CODE, the Texas Economic Development Act (Chapter 313 of the TEXAS TAX CODE), Chapter 403, Subchapter M, of the TEXAS GOVERNMENT CODE applicable to District, and the Constitution and general laws of the State applicable to the school districts of the State, including specifically, the applicable rules and regulations of the agencies of the State having jurisdiction over any matters relating to the public school systems and school districts of the State, and judicial decisions construing or interpreting any of the above. The term also includes any amendments or successor statutes that may be adopted in the future that could impact or alter the calculation of Applicant's ad valorem tax obligation to District, either with or without the limitation of property values made pursuant to this Agreement.

"Applicant" means Atlas Pipeline Mid-Continent Westtex, LLC, (Texas Taxpayer ID # 14217331074), the company listed in the Preamble of this Agreement and that listed as the Applicant on the Application as of the Application Approval Date. The term "Applicant" shall also include Applicant's assigns and successors-in-interest as approved according to Section 10.2 of this Agreement.

"Applicant's Qualified Investment" means the Qualified Investment of the Applicant during the Qualifying Time Period and as more fully described in Section 3.3 of this Agreement.

"Application" means the Application for Appraised Value Limitation on Qualified Property (Chapter 313, Subchapter B or C, of the Texas Tax Code) filed with District by Applicant on July 21, ...14. The term includes all forms required by Comptroller, the schedules attached thereto, and all other documentation submitted by Applicant for the purpose of obtaining an Agreement with District. The term also includes all amendments and supplements thereto submitted by Applicant.

"Application Approval Date" means the date that the Application is approved by the Board of Trustees of District and as further identified in Section 2.3.B of this Agreement.

"Application Review Start Date" means the later date of either the date on which District issues its written notice that Applicant has submitted a completed application or the date on which Comptroller issues its written notice that Applicant has submitted a completed application and as further identified in Section 2.3.A of this Agreement.

"Appraised Value" shall have the meaning assigned to such term in Section 1.04(8) of the Texas Tax Code.

"Appraisal District" means the Martin Appraisal District.

"Board of Trustees" means the Board of Trustees of the Stanton Independent School District.

"Comptroller" means the Texas Comptroller of Public Accounts, or the designated representative of the Texas Comptroller of Public Accounts acting on behalf of Comptroller.

"Comptroller's Rules" means the applicable rules and regulations of Comptroller set forth in Chapter 34 Texas Administrative Code, Chapter 9, Subchapter F, together with any court or administrative decisions interpreting same.

"County" means Martin County, Texas.

"District" or "School District" means the Stanton Independent School District, being a duly authorized and operating school district in the State, having the power to levy, assess, and collect ad valorem taxes within its boundaries and to which Subchapter C of the Act applies. The term also includes any successor independent school district or other successor governmental authority having the power to levy and collect ad valorem taxes for school purposes on Applicant's Qualified Property or the Applicant's Qualified Investment.

"Final Termination Date" means the last date of the final year in which Applicant is required to Maintain Viable Presence and as further identified in Section 2.3.E of this Agreement.

"Force Majeure" means those causes generally recognized under Texas law as constituting impossible conditions. Each party must inform the other in writing with proof of receipt within three business days of the existence of such force majeure or otherwise waive this right as a defense.

"Land" means the real property described on **EXHIBIT 2**, which is attached hereto and incorporated herein by reference for all purposes.

"Maintain Viable Presence" means (i) the development, construction and operation during the term of this Agreement of the facility or facilities for which the tax limitation is granted, as the same may from time to time be expanded, upgraded, improved, modified, changed, remodeled, repaired, restored, reconstructed, reconfigured, and/or reengineered; (ii) the retention during the term of this Agreement of the number of New Qualifying Jobs set forth in its Application by Applicant; (iii) and continue the average weekly wage paid by Applicant for all Non-Qualifying Jobs created by Applicant that exceeds the county average weekly wage for all jobs in the county where the administrative office of District is maintained.

"M&O Amount" shall have the meaning assigned to such term in Section 3.2 of the Agreement.

"Maintenance and Operations Revenue" or "M&O Revenue" means (i) those revenues which District receives from the levy of its annual ad valorem maintenance and operations tax pursuant to Section 45.002 of the TEXAS EDUCATION CODE and Article VII § 3 of the TEXAS CONSTITUTION, plus (ii) all State revenues to which the District is or may be entitled under Chapter 42 of the TEXAS EDUCATION CODE or any other statutory provision as well as any amendment or successor statute to these provisions, plus (iii) any indemnity payments received by the District under other agreements similar to this Agreement to the extent that such payments are designed to replace District M&O Revenue lost as a result of such similar agreements, less (iv) any amounts necessary to reimburse the State of Texas or another school district for the education of additional students pursuant to Chapter 41 of the TEXAS EDUCATION CODE.

"Market Value" shall have the meaning assigned to such term in Section 1.04(7) of the TEXAS TAX CODE.

"New Qualifying Jobs" means the total number of jobs to be created and maintained by Applicant after the Application Approval Date in connection with the project which is the subject of its Application that meet the criteria of Qualifying Job as defined in Section 313.021(4) of the TEXAS TAX CODE.

"Qualified Investment" has the meaning set forth in Chapter 313 of the TEXAS TAX CODE, as interpreted by Comptroller's Rules, as these provisions existed on the Application Review Start Date.

"Non-Qualifying Jobs" means the number of New Non-Qualifying Jobs, as defined in 34 TAC §9.0151, to be created and maintained by the Applicant after the Application Approval Date in connection with the project which is the subject of its Application.

"Qualified Property" has the meaning set forth in Chapter 313 of the Texas Tax Code and as interpreted by Comptroller's Rules and the Texas Attorney General, as these provisions existed on the date of the Application is approved by District,

"Qualifying Time Period" means the period that begins on the date of approval of this Agreement by District's Board of Trustees and ends on December 31st of the second Tax Year that begins after such date of approval as is defined in Section 313.021(4)(A) of the Texas Tax Code and during which Applicant shall make investment on the land where the qualified property in the amount required by the Act, the Comptroller's rules, and this Agreement and as further identified in Section 2.3.C of this Agreement.

"Revenue Protection Amount" means the amount calculated pursuant to Section 3.2 of this Agreement.

"State" means the State of Texas.

"Substantive Document" means a document or other information or data in electronic media determined by the Comptroller to substantially involve or include information or data significant to an application, the evaluation or consideration of an application, or the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The term includes, but is not limited to, any application requesting a limitation on appraised value and any amendments or supplements, any economic impact evaluation made in connection with an application, any agreement between applicant and the school district and any subsequent amendments or assignments, and any school district written finding or report filed with the comptroller as required under this subchapter.

"Supplemental Payment" has the meaning as set forth in Article VI of this Agreement.

"Tax Limitation Amount" means the maximum amount which may be placed as the Appraised Value on Applicant's Qualified Property for each tax year of the Tax Limitation Period of this Agreement pursuant to Section 313.054 of the TEXAS TAX CODE.

"Tax Limitation Period" means the Tax Years for which the Applicant's Qualified Property is subject to the Tax Limitation Amount and as further identified in Section 2.3.D of this Agreement.

"Tax Year" shall have the meaning assigned to such term in Section 1.04(13) of the TEXAS TAX CODE (i.e., the calendar year).

"Taxable Value" shall have the meaning assigned to such term in Section 1.04(10) of the TEXAS TAX CODE.

"Texas Education Agency Rules" means the applicable rules and regulations adopted by the Texas Commissioner of Education in relation to the administration of Chapter 313 of the TEXAS TAX CODE, which are set forth at 19 TEX. ADMIN. CODE, Part 2, together with any court or administrative decisions interpreting same.

ARTICLE II

AUTHORITY, PURPOSE AND LIMITATION AMOUNTS

Section 2.1. AUTHORITY.

This Agreement is executed by District as its written agreement with Applicant pursuant to the provisions and authority granted to District in Section 313.027 of the TEXAS TAX CODE.

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtexas LLC
TEXAS COMPTROLLER APPLICATION NUMBER 1019
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*Texas Economic Development Act Agreement
Comptroller Form 50-286 (January 2014)*

Section 2.2. PURPOSE.

In consideration of the execution of and subsequent performance of the terms and obligations by Applicant pursuant to this Agreement, identified in Section 2.5 and 2.6 and as more fully specified in this Agreement, the value of Applicant's Qualified Property listed and assessed by the County Appraiser for District's operation and maintenance ad valorem property tax shall be the Tax Limitation Amount as set forth in Section 2.4 of this Agreement during the Tax Limitation Period.

Section 2.3. TERM OF THE AGREEMENT.

A. The Application Review Start Date for this Agreement is September 4, 2014, which will determine Applicant's Qualified Property and applicable wage standard.

B. The Application Approval Date for this Agreement is December 8, 2014, which will determine the qualifying time period.

C. The Qualifying Time Period for this agreement:

1. Starts on December 8, 2014, Application Approval Date; and
2. Ends on December 31, 2016; being the second complete tax year after the effective date of this agreement

D. The Tax Limitation Period for this Agreement:

1. Starts on January 1, 2016
2. Ends on December 31, 2025.

E. The Final Termination Date for this Agreement is December 31, 2030.

F. This Agreement, and the obligations and responsibilities created by this Agreement, shall be and become effective on the Application Approval Date identified in Subsection B. This Agreement, and the obligation and responsibilities created by this Agreement, terminate on the Final Termination Date identified in Subsection E, unless extended by the express terms of this Agreement.

2.4. TAX LIMITATION.

So long as Applicant makes the Qualified Investment as defined by Section 2.5 below, during the Qualifying Time Period, and unless this Agreement has been terminated as provided herein before such Tax Year, on January 1 of each Tax Year of the Tax Limitation Period, the Appraised Value of the Applicant's Qualified Property for the District's maintenance and operations ad valorem tax purposes shall not exceed the lesser of:

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtexas LLC

TEXAS COMPTROLLER APPLICATION NUMBER 1019

December 8, 2014

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*Texas Economic Development Act Agreement
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A. The Market Value of the Applicant's Qualified Property; or

B. Thirty Million Dollars (\$30,000,000.00)

This Tax Limitation Amount is based on the limitation amount for the category that applies to the District on the effective date of this Agreement, as set out by Section 313.052 of the Texas Tax Code.

2.5. QUALIFIED INVESTMENT FOR TAX LIMITATION ELIGIBILITY.

In order to be eligible and entitled to receive the value limitation identified in 2.4 for the Qualified Property identified in Article III, Applicant shall:

A. have completed Qualified Investment in the amount of Thirty Million Dollars (\$30,000,000.00) by the end of the Qualifying Time Period;

B. have created the number of Qualifying Jobs specified in, and in the time period specified on, Schedule C of the Application; and

C. be paying the average weekly wage of all jobs in the county in which District's administrative office is located for all non-qualifying jobs created by Applicant.

2.6. TAX LIMITATION OBLIGATIONS.

In order to receive and maintain the limitation authorized by 2.4, Applicant shall:

A. provide payments to District sufficient to protect the future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV;

B. provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V;

C. provide such supplemental payments as more fully specified in Article VI; and

D. create and Maintain Viable Presence on and/or with the qualified property and perform additional obligations as more fully specified in Article VII of this Agreement.

ARTICLE III
QUALIFIED PROPERTY

Section 3.1. LOCATION WITHIN ENTERPRISE OR REINVESTMENT ZONE.

At the time of making the Qualified Investment and during the period starting with the Application Approval Date and ending on the Final Termination Date, the Land is and shall be within an area designated either as an enterprise zone, pursuant to Chapter 2303 of the TEXAS GOVERNMENT CODE, or a reinvestment zone, pursuant to Chapter 311 or 312 of the TEXAS TAX CODE. The legal description of such zone is attached to this Agreement as **EXHIBIT 1** and is incorporated herein by reference for all purposes.

Section 3.2. LOCATION OF QUALIFIED PROPERTY AND INVESTMENT.

The Land on which the Qualified Property shall be located and on which the Qualified Investment shall be made is described on **EXHIBIT 2** which is attached hereto and incorporated herein by reference for all purposes. The Parties expressly agree that the boundaries of the Land may not be materially changed from its configuration described in **EXHIBIT 2** unless amended pursuant to the provisions of Section 10.2 of this Agreement.

Section 3.3. DESCRIPTION OF QUALIFIED PROPERTY.

The Qualified Property that is subject to the Tax Limitation Amount is described in **EXHIBIT 3**, which is attached hereto and incorporated herein by reference for all purposes. Property which is not specifically described in **EXHIBIT 3** shall not be considered by the District or the Appraisal District to be part of the Applicant's Qualified Property for purposes of this Agreement, unless by official action the Board of Trustees provides that such other property is a part of the Applicant's Qualified Property for purposes of this Agreement in compliance with Section 313.027(e) of the TEXAS TAX CODE, the Comptroller's rules, and Section 10.2 of this Agreement.

Section 3.4. CURRENT INVENTORY OF QUALIFIED PROPERTY.

If at any time after the Application Approval Date there is a material change in the Qualified Property located on the land described in **EXHIBIT 2**; or, upon a reasonable request of District, Comptroller, the Appraisal District, or the State Auditor's Office, Applicant shall provide to District, Comptroller, the Appraisal District or the State Auditor's Office a specific and detailed description of the tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) on the Land to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such described property on the Land.

Section 3.5. QUALIFYING USE.

Applicant's Qualified Property described above in Section 2.3 qualifies for a tax limitation agreement under Section 313.024(b)(1) of the Texas Tax Code as a manufacturing facility.

ARTICLE IV
PROTECTION AGAINST LOSS OF FUTURE DISTRICT REVENUES

Section 4.1. INTENT OF THE PARTIES.

In conformance with the provisions of Texas Tax Code § 313.027(f)(1), it is the intent of the Parties that the District shall be compensated over the course of this Agreement by the Applicant for: (i) any monetary loss that the District incurs in its Maintenance and Operations Revenue; or, (ii) for any new uncompensated operating cost incurred as a sole and direct result of, or on account of, entering into this Agreement, after taking into account any payments to be made under this Agreement. Subject to the limitations contained in this Agreement. It is the intent of the Parties that the risk of any negative financial consequence to the District in making the decision to enter into this Agreement will be borne by the Applicant and not by the District, and paid by the Applicant to the District in addition to any and all support due under Article VI.

A. The calculation of the amount of any Revenue Protection required to be paid by Applicant under this Article IV shall be made for the first time for the first complete tax year following the start of Commercial Operations.

B. For purposes of this Article IV, and of Section 2.3(d)(1), above, the term "Commercial Operations" means the date on which project described in **EXHIBIT 3**, below becomes commercially operational and placed into service, such that it is fully capable of producing individual finished product as a liquid that meets the specifications for commercial products as defined by the gas processors association.

C. Within 60 days from the date commercial operations begin, the Applicant shall provide to the District, the Comptroller, and the Appraisal District a verified written report, giving a specific and detailed description of the land, tangible personal property, buildings, or permanent, nonremovable building components (including any affixed to or incorporated into real property) to which the value limitation applies including maps or surveys of sufficient detail and description to locate all such qualified property within the boundaries of the land which is subject to the agreement, if such final description is different than the description provided in the application or any supplemental application information, or if no substantial changes have been made, a verification of the fact that no substantial changes have been made.

Section 4.2. CALCULATING THE AMOUNT OF LOSS OF REVENUES BY THE DISTRICT.

The amount to be paid by the Applicant to compensate the District for loss of Maintenance and Operations Revenue resulting from, or on account of, this Agreement for each year during the term of this Agreement (the "M&O Amount") shall be determined in compliance with the Applicable School Finance Law in effect for such year and according to the following formula:

The M&O Amount owed by the Applicant to District means the Original M&O Revenue *minus* the New M&O Revenue;

Where:

- i. "Original M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District would have received for the school year under the Applicable School Finance Law had this Agreement not been entered into by the Parties and the Qualified Property and/or Qualified Investment been subject to the ad valorem maintenance & operations tax at the tax rate actually adopted by the District for the applicable year.
- ii. "New M&O Revenue" means the total State and local Maintenance & Operations Revenue that the District actually received for such school year, after all adjustments have been made to Maintenance and Operations Revenue because of any portion of this agreement.

In making the calculations required by this Section 4.2:

- i. The Taxable Value of property for each school year will be determined under the Applicable School Finance Law.
- ii. For purposes of this calculation, the tax collection rate on the Applicant's Qualified Property and/or the Applicant's Qualified Investment will be presumed to be one hundred percent (100%)
- iii. If, for any year of this Agreement, the difference between the Original M&O Revenue and the New M&O Revenue as calculated under this Section 4.2 results in a negative number, the negative number will be considered to be zero.
- iv. All calculations made for years one (1) through ten (10) of this Agreement under Section 4.2, Subsection *ii* of this Agreement will reflect the Tax Limitation Amount for such year.

- v. All calculations made under this Section 4.2 shall be made by a methodology which isolates the full M&O revenue impact caused by this Agreement. The Applicant shall not be responsible to reimburse the District for other revenue losses created by other agreements, or on account of or otherwise arising out of any other factors not contained in this Agreement.

Section 4.3. CUMULATIVE PAYMENT LIMITATION.

In no event shall the Cumulative Payments made by Applicant to the District exceed an amount equal to One Hundred Percent (100%) of Applicant's Cumulative Unadjusted Tax Benefit under this Agreement from the Commencement Date through Tax Year 2030. For each year of this Agreement, amounts due and owing by Applicant to the District which, by virtue of the application of payment limitation set forth in this Section are not payable to the District for a given year, shall be carried forward to future years, but shall be subject, in each subsequent year to the limit set forth in this Section.

For purposes of this Section:

A. "*Cumulative Unadjusted Tax Benefit*" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

B. "*Unadjusted Tax Benefit*" means for each year of this Agreement the total of all gross tax savings calculated for each year of the Agreement by multiplying the Applicant's taxable value for debt service taxes for each applicable Tax Year, minus the Tax Limitation Amount defined in Section 2.5(A) above, as Thirty Million Dollars (\$30,000,000.00), multiplied by the District's Maintenance & Operations tax rate for the applicable Tax Year.

Section 4.4. COMPENSATION FOR LOSS OF OTHER REVENUES.

In addition to the amounts determined pursuant to Section 4.2 above, the Applicant, on an annual basis, shall also indemnify and reimburse the District for the following:

A. The Applicant, on an annual basis, shall also indemnify and reimburse the District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 herein.

B. Any other loss of District revenues which are, or may be reasonably attributable to the payment by the Applicant to or on behalf of any other third party beneficiary of this Agreement. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.9 herein.

C. Any other cost to the District, including costs under Subsection 8.6(C), below which are, or may be attributable to compliance with State-imposed costs of compliance with the terms of this Agreement.

Section 4.5. CALCULATIONS TO BE MADE BY THIRD PARTY.

All calculations under this Agreement shall be made annually by an independent third party (the "Third Party") selected each year by the District.

Section 4.6. DATA USED FOR CALCULATIONS.

The calculations under this Agreement shall be initially based upon the valuations that are placed upon all taxable property in the District, including Applicant's Qualified Investment and/or the Applicant's Qualified Property by the Appraisal District in its annual certified tax roll submitted to the District pursuant to Texas Tax Code §26.01 on or about July 25 of each year of this Agreement. Immediately upon receipt of the valuation information by the District, the District shall submit the valuation information to the Third Party selected under Section 4.5. The certified tax roll data shall form the basis of the calculation of any and all amounts due under this Agreement. All other data utilized by the Third Party to make the calculations contemplated by this Agreement shall be based upon the best available current estimates. The data utilized by the Third Party shall be adjusted from time to time by the Third Party to reflect actual amounts, subsequent adjustments by the Appraisal District to the District's certified tax roll or any other changes in student counts, tax collections, or other data.

Section 4.7. DELIVERY OF CALCULATIONS.

On or before November 1 of each year for which this Agreement is effective, the Third Party appointed pursuant to Section 4.5 of this Agreement shall forward to the Parties the calculations required under Sections 4.2, 4.3 and 4.4 of this Agreement in sufficient detail to allow the Parties to understand the manner in which the calculations were made. The Third Party shall simultaneously submit his, her or its invoice for fees for services rendered to the Parties, if any fees are being claimed. Upon reasonable prior notice, the employees and agents of the Applicant shall have access, at all reasonable times, to the Third Party's offices, personnel, books, records, and correspondence pertaining to the calculation and fee for the purpose of verification. The Third Party shall maintain supporting data consistent with generally accepted accounting practices, and the employees and agents of the Applicant shall have the right to reproduce and retain for purpose of audit, any of these documents. The Third Party shall preserve all documents pertaining to the calculation and fee for a period of five (5) years after payment. The Applicant shall not be liable for any of Third Party's costs resulting from an audit

of the Third Party's books, records, correspondence, or work papers pertaining to the calculations contemplated by this Agreement or the fee paid by the Applicant to the Third Party pursuant to Section 4.8, if such fee is timely paid.

Section 4.8. PAYMENT BY APPLICANT.

The Applicant shall pay any amount determined to be due and owing to the District under this Agreement on or before the January 31 of the year next following the tax levy for each year for which this Agreement is effective. By such date, the Applicant shall also pay any amount billed by the Third Party for all calculations under this Agreement under Section 4.6, above, plus any reasonable and necessary legal expenses paid by the District to its attorneys, auditors, or financial consultants for the preparation and filing of any financial reports, reports required by any state agency, disclosures, other reimbursement applications filed with or sent to the State of Texas which are, or may be required under the terms or because of the execution of this Agreement. In no year shall the Applicant be responsible for the payment of any total expenses under this Section and Section 4.6, above, in excess of Twelve Thousand Dollars (\$12,000.00).

Section 4.9. RESOLUTION OF DISPUTES.

Pursuant to Sections 4.3, 4.4 and 4.6 of this Agreement, should the Applicant disagree with the calculations, the Applicant may appeal the findings, in writing, to the Third Party within thirty (30) days of receipt of the calculation. Within thirty (30) days of receipt of the Applicant's appeal, the Third Party will issue, in writing, a final determination of the calculations. Thereafter, the Applicant may appeal the final determination of the certification containing the calculations to the District's Board of Trustees. Any appeal by the Applicant of the final determination of the Third Party may be made, in writing, to the District's Board of Trustees within thirty (30) days of the final determination of the calculations.

Section 4.10. EFFECT OF PROPERTY VALUE APPEAL OR OTHER ADJUSTMENT.

In the event that, at the time the Third Party selected under Section 4.4 makes its calculations under this Agreement, the Applicant has appealed the taxable values placed by the Appraisal District on the Qualified Property, and the appeal of the appraised values are unresolved, the Third Party shall base its calculations upon the values initially placed upon the Qualified Property by the Appraisal District.

In the event that the result of an appraisal appeal or for any other reason, the Taxable Value of the Applicant's Qualified Investment and/or the Applicant's Qualified Property is changed, once the determination of a new value becomes final, the Parties shall immediately notify the Third Party who shall immediately issue new calculations for the applicable year or years. In the event the new calculations result in the change of any amount payable by the Applicant under this Agreement, the party from whom the adjustment is payable shall remit such

amounts to the counter-party within thirty (30) days of the receipt of the new calculations from the Third Party.

Section 4.11. EFFECT OF STATUTORY CHANGES.

Notwithstanding any other provision in this Agreement, but subject to the limitations contained in Section 7.1, in the event that, by virtue of statutory changes to the Applicable School Finance Law, administrative interpretations by the Comptroller, Commissioner of Education, or the Texas Education Agency, or for any other reason attributable to statutory change, the District will receive less Maintenance and Operations Revenue, or, if applicable, will be required to increase its payment of funds to the State, or to other governmental entities including the Appraisal District, because of its participation in this Agreement, the Applicant shall make payments to the District, that are necessary to offset any negative impact on the District as a result of its participation in this Agreement. Such calculation shall take into account any adjustments to the amount calculated for the current fiscal year that should be made in order to reflect the actual impact on the District.

ARTICLE V
PAYMENT OF EXTRAORDINARY EDUCATION RELATED EXPENSES

Section 5.1.

In addition to the amounts determined pursuant to Section 4.2 above, and to the extent provided in Section 6.3, the Applicant, on an annual basis, shall also indemnify and reimburse the District for all non-reimbursed costs, certified by the District's external auditor to have been incurred by the District for extraordinary education-related expenses related to the project that are not directly funded in state aid formulas, including expenses for the purchase of portable classrooms and the hiring of additional personnel to accommodate a temporary increase in student enrollment attributable to the project. Applicant shall have the right to contest the findings of the District's external auditor pursuant to Section 4.8 herein.

ARTICLE VI
SUPPLEMENTAL PAYMENTS

Section 6.1. INTENT OF PARTIES WITH RESPECT TO SUPPLEMENTAL PAYMENTS.

In interpreting the provisions of Article IV and VI, the Parties agree as follows:

A. Amounts Exclusive of Indemnity Amounts. In addition to undertaking the responsibility for the payment of all of the amounts set forth under Article IV, and as further consideration for the execution of this Agreement by the District, the Applicant shall also be responsible for the Supplemental Payments set forth in this Article VI. The Applicant shall not be responsible to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the Texas Tax Code, unless it is

explicitly set forth in this Agreement. It is the express intent of the Parties that the obligation for Supplemental Payments under Article VI of this agreement are separate and independent of the obligation of the Applicant to pay the amounts described in Article IV; provided, however, that all payments under Articles IV and VI are subject to such limitations as are contained in Section 7.1, and that all payments under Article VI are subject to the separate limitations contained in Section 6.4.

B. Adherence to Statutory Limits on Supplemental Payments. It is the express intent of the Parties that any Supplemental Payments made to or on behalf of the District by the Applicant, under this Article V, shall not exceed the limit imposed by the provisions of Texas Tax Code 313.027(i) unless that limit is increased by the Legislature at a future date, in which case all references to statutory limits in this Agreement will be automatically adjusted to reflect the new, higher limits, but only if, and to the extent that such increases are authorized by law.

C. As used in Article IV and in this Article, the following terms shall be defined as follows:

i. "Cumulative Payments" means for each year of this Agreement the total of all payments, calculated under both Article IV and Article VI of this Agreement for the current Tax Year which are paid by or owed by Applicant to the District, plus payments paid by Applicant for all previous Tax Years under Article IV and Article VI of this Agreement.

ii. "Cumulative Unadjusted Tax Benefit" means for each Tax Year of this Agreement, the Unadjusted Tax Benefit for the applicable Tax Year added to the Unadjusted Tax Benefit from all previous Tax Years of this Agreement.

iii. "Net Tax Benefit" means (a) the amount of maintenance and operations *ad valorem* taxes that the Applicant would have paid to the District for all Tax Years if this Agreement had not been entered into by the Parties, (b) adding to the amount determined under clause, and (c) subtracting from the sum of the amounts determined under clauses (a) and (b) the sum of (d) all maintenance and operations *ad valorem* school taxes actually due to the District or any other governmental entity, including the State of Texas, for all Tax Years of this Agreement, plus (e) any payments due to the District under Article IV under this Agreement as well as the Annual Limit.

SECTION 6.2. SUPPLEMENTAL PAYMENT LIMITATION.

A. Notwithstanding the foregoing, the total annual supplement payment made pursuant to this article shall:

i. not exceed in any calendar year of this Agreement an amount equal to the greater of One Hundred Dollars (\$100.00) per student per year in average daily attendance, as defined by Section 42.005 of the TEXAS EDUCATION CODE, or Fifty Thousand Dollars (\$50,000.00) per year; and

ii. only be made during the period starting the first year of the Qualifying Time Period and ending December 31 of the third year following the end of the Tax Limitation Period.

B. This limitation does not apply to amounts described by Section 313.027(f)(1)-(2) of the TEXAS TAX CODE as implemented in Articles IV and V of this Agreement.

C. For purposes of this Agreement, the amount of the Annual Limit shall be \$79,600 based upon the District's 2014-2015 Average Daily Attendance of , 796 , rounded to the whole number.

Section 6.3. STIPULATED SUPPLEMENTAL PAYMENT AMOUNT - SUBJECT TO NET AGGREGATE LIMIT.

In any year during the term of this Agreement, the District shall not be entitled to receive Supplemental Payments that exceed the lesser of:

A. the Applicant's Stipulated Supplemental Payment Amount, defined as Forty Percent (40%) of the Applicant's Net Tax Benefit, as the term is defined in Section 6.1(C)(iii), above; or,

B. the Annual Limit, as the term is defined in Section 6.2(C), above.

Section 6.4. ANNUAL CALCULATION OF STIPULATED SUPPLEMENTAL PAYMENT AMOUNT.

The Parties agree that for each Tax Year of this Agreement, beginning with Tax Year 2014, the first year of the qualifying time period specified in Section 2.3(d)(1) of this Agreement, the Stipulated Supplemental Payment Amount, described in Section 6.3, above will annually be calculated based upon the then most current estimate of tax savings to the Applicant, which will be made, based upon assumptions of student counts, tax collections, and other applicable data, in accordance with the following formula:

Taxable Value of the Applicant's Qualified Property for such Tax Year had this Agreement not been entered into by the Parties (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's interest and sinking fund tax purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Minus,

The Taxable Value of the Applicant's Qualified Property for such Tax Year after giving effect to this Agreement (i.e., the Taxable Value of the Applicant's Qualified Property used for the District's maintenance and operations tax

purposes for such Tax Year, or school taxes due to any other governmental entity, including the State of Texas, for such Tax Year);

Multiplied by,

The District's maintenance and operations tax rate for such Tax Year, or the school tax rate of any other governmental entity, including the State of Texas, for such Tax Year;

Minus,

Any amounts previously paid to the District under Article IV for such Tax Year;

Multiplied by,

The number 0.4;

Minus,

Any amounts previously paid to the District under Sections 6.2 and 6.3, above, with respect to such Tax Year.

In the event that there are changes in the data upon which the calculations set forth herein are made, the Third Party selected pursuant to Section 4.5, above, shall adjust the Stipulated Supplemental Payment amount calculation to reflect any changes in the data.

Section 6.5. PROCEDURES FOR SUPPLEMENTAL PAYMENT CALCULATIONS

A. All calculations required by this Article shall be calculated by the Third Party selected pursuant to Section 4.5, above.

B. The calculations made by the Third Party shall be made at the same time and on the same schedule as the calculations made pursuant to Section 4.7, above.

C. The payment of all amounts due under this Article shall be made by December 31 of the tax year for which the payment is due.

Section 6.6. DISTRICT'S OPTION TO DESIGNATE SUCCESSOR BENEFICIARY.

At any time during this Agreement, the District's Board of Trustees may, in its sole discretion, so long as such decision does not result in additional costs to the Applicant under this Agreement, direct that the Applicant's payment obligations under Article VI of this agreement be made to its educational foundation, or to a similar entity. The alternative entity may only use such funds received under this Article to support the educational mission of the District and its

students. Any designation of an alternative entity must be made by recorded vote of the District's Board of Trustees at a properly posted public Board meeting. Any such designation will become effective after public vote and the delivery of notice of said vote to the Applicant in conformance with the provisions of Section 10.1, below. Such designation may be rescinded, with respect to future payments only, by action of the District's Board of Trustees at any time.

Any designation of a successor beneficiary under this Section shall not alter the Aggregate Limit or the Net Aggregate Limit or the Supplemental Payments calculated as described in Section 6.5, above.

ARTICLE VII

ANNUAL LIMITATION OF PAYMENTS BY APPLICANT

SECTION 7.1. ANNUAL LIMITATION.

Notwithstanding anything contained in this Agreement to the contrary, and with respect to each Tax Year of the Tax Limitation Period, in no event shall (i) the sum of the maintenance and operations ad valorem taxes paid by Applicant to District for such Tax Year, plus the sum of all payments otherwise due from Applicant to District under Articles IV, V, and VI of this Agreement with respect to such Tax Year, exceed (ii) the amount of the maintenance and operations ad valorem taxes that Applicant would have paid to District for such Tax Year (determined by using District's actual maintenance and operations tax rate for such Tax Year) if the Parties had not entered into this Agreement. The calculation and comparison of the amounts described in clauses (i) and (ii) of the preceding sentence shall be included in all calculations made pursuant to Section 4.2 of this Agreement, and in the event the sum of the amounts described in said clause (i) exceeds the amount described in said clause (ii), then the payments otherwise due from Applicant to District under Articles IV, V, and VI shall be reduced until such excess is eliminated.

Section 7.2. OPTION TO TERMINATE AGREEMENT.

In the event that any payment otherwise due from Applicant to District under Article IV, Article V, and/or Article VI of this Agreement with respect to a Tax Year is subject to reduction in accordance with the provisions of Section 7.1 above, then the Applicant shall have the option to terminate this Agreement. Applicant may exercise such option to terminate this Agreement by notifying District of its election in writing not later than the July 31 of the year next following the Tax Year with respect to which a reduction under Section 7.1 is applicable. Any termination of this Agreement under the foregoing provisions of this Section 7.2 shall be effective immediately prior to the second Tax Year next following the Tax Year in which the reduction giving rise to the option occurred.

Section 7.3. EFFECT OF OPTIONAL TERMINATION.

Upon the exercise of the option to terminate pursuant to Section 7.2, this Agreement shall terminate and be of no further force or effect; provided, however, that:

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtex LLC

TEXAS COMPTROLLER APPLICATION NUMBER 1019

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*Texas Economic Development Act Agreement
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A. the Parties respective rights and obligations under this Agreement with respect to the Tax Year or Tax Years (as the case may be) through and including the Tax Year during which such notification is delivered to District, shall not be impaired or modified as a result of such termination and shall survive such termination unless and until satisfied and discharged; and

B. the provisions of this Agreement regarding payments, records and dispute resolution shall survive the termination or expiration dates of this Agreement.

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF APPLICANT

Section 8.1. APPLICANT'S OBLIGATION TO MAINTAIN VIABLE PRESENCE.

In order to receive and maintain the limitation authorized by 2.4 in addition to the other obligations required by this Agreement, Applicant shall Maintain Viable Presence in District commencing at the start of the Tax Limitation Period through the Final Termination Date of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Applicant shall not be in breach of, and shall not be subject to any liability for failure to Maintain Viable Presence to the extent such failure is caused by Force Majeure, provided Applicant makes commercially reasonable efforts to remedy the cause of such Force Majeure. The Final Termination Date will only be extended for the mutually agreed length of the Force Majeure.

Section 8.2. REPORTS.

In order to receive and maintain the limitation authorized by 2.4 in addition to the other obligations required by this Agreement, Applicant shall submit the following reports completed by Applicant to the satisfaction of Comptroller on the dates indicated on the form and starting on the first such due date after the Application Approval Date:

A. The Annual Eligibility Report, Form 50-772 located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-772.pdf>;

B. The Biennial Progress Report, Form 50-773, located at Comptroller website <http://www.window.state.tx.us/taxinfo/taxforms/50-773.pdf>; and

C. The Job Creation Compliance Report, Form 50-825, located at the Comptroller website http://www.texasahead.org/tax_programs/chapter313/forms.php.

Section 8.3. COMPTROLLER'S ANNUAL REPORT ON CHAPTER 313 AGREEMENTS.

During the term of this Agreement, both Parties shall provide Comptroller with all information reasonably necessary for Comptroller to assess performance under this Agreement

for the purpose of issuing Comptroller's report, as required by Section 313.032 of the TEXAS TAX CODE.

Section 8.4. DATA REQUESTS.

During the term of this Agreement, and upon the written request of District, the State Auditor's Office, or Comptroller, the Applicant shall provide the requesting party with all information reasonably necessary for the requesting party to determine whether the Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement.

Section 8.5. SITE VISITS AND RECORD REVIEW.

Applicant shall allow authorized employees of District, the Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records, in accordance with Section 22.07 of the TEXAS TAX CODE, from the Application Review Start Date through the Final Termination Date, in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of Applicant's Qualified Property.

A. All inspections will be made at a mutually agreeable time after the giving of not less than forty-eight (48) hours prior written notice, and will be conducted in such a manner so as not to unreasonably interfere with either the construction or operation of Applicant's Qualified Property.

B. All inspections may be accompanied by one or more representatives of Applicant, and shall be conducted in accordance with Applicant's safety, security, and operational standards. Notwithstanding the foregoing, nothing contained in this Agreement shall require the Applicant to provide District, Comptroller, or the Appraisal District with any technical or business information that is proprietary, a trade secret or is subject to a confidentiality agreement with any third party.

Section 8.6. RIGHT TO AUDIT; SUPPORTING DOCUMENTS; INDEPENDENT AUDITS.

This Agreement is subject to review and audit by the State Auditor pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE and Section 331.010(a) of the TEXAS TAX CODE, and the following requirements:

A. District and Applicant shall maintain and retain supporting documents adequate to ensure that claims for the Tax Limitation Amount are in accordance with applicable Comptroller and State of Texas requirements. Applicant and District shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the later of:

- i. date of submission of the final payment;
- ii. Final Termination Date; or
- iii. date of resolution of all disputes or payment.

B. District and Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the Applicant's Qualified Property, Qualified Investment, Qualifying Jobs, and wages paid for Non-Qualifying Jobs such as work papers, reports, books, data, files, software, records, calculations, spreadsheets and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Comptroller, State Auditor's Office, State of Texas or their authorized representatives. Applicant and District shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such property as requested by Comptroller or the State of Texas. By example and not as an exclusion to other breaches or failures, Applicant's failure to comply with this Section shall constitute a material breach of this Agreement.

C. Comptroller may require, at Applicant's or District's sole cost and expense, as applicable, independent audits by a qualified certified public accounting firm of Applicant's, District's or the Comptroller's books, records, or property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Applicant and/or District.

D. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003 of the TEXAS GOVERNMENT CODE, the state auditor may conduct an audit or investigation of Applicant or District or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Applicant or District or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Applicant or District or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003 of the TEXAS GOVERNMENT CODE.

Section 8.7. FALSE STATEMENTS; BREACH OF REPRESENTATIONS.

The Parties acknowledge that this Agreement has been negotiated, and is being executed, in reliance upon the information contained in the Application, and any supplements or amendments thereto, without which Comptroller would not have approved this Agreement and District would not executed this Agreement. By signature to this Agreement, Applicant:

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtex LLC

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A. represents and warrants that all information, facts, and representations contained in the Application are true and correct; and

B. acknowledges that if Applicant submitted its Application with a false statement, signs this Agreement with a false statement, or submits a report with a false statement, or it is subsequently determined that Applicant has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Application or this Agreement, Applicant shall have materially breached this Agreement and the Agreement shall be invalid and void except for the enforcement of the provisions required by 34 Tex. Admin. Code § 9.1053(f)(2)(L).

ARTICLE IX
MATERIAL BREACH OR EARLY TERMINATION

Section 9.1. EVENTS CONSTITUTING MATERIAL BREACH OF AGREEMENT.

Applicant shall be in Material Breach of this Agreement if it commits one or more of the following acts or omissions:

A. The Application, any Application Supplement, or any Application Amendment on which this Agreement is approved is determined to be inaccurate as to an material representation, information, or fact or is not complete as to any material fact or representation or such application;

B. Applicant failed to have complete Qualified Investment as required by Section 2.5 of this Agreement;

C. Applicant failed to create the number of Qualifying Jobs specified in Schedule C of the Application;

D. Applicant failed to pay the average weekly wage of all jobs in the county in which District's administrative office is located for all Non-Qualifying Jobs created by Applicant;

E. Applicant failed to provide payments to District sufficient to protect the future District revenues through payment of revenue offsets and other mechanisms as more fully described in Article IV of this Agreement;

F. Applicant failed to provide payments to the District that protect District from the payment of extraordinary education related expenses related to the project, as more fully specified in Article V of this Agreement;

G. Applicant failed to provide such supplemental payments as more fully specified in Article VI of this Agreement;

H. Applicant failed to create and Maintain Viable Presence on and/or with the qualified property as more fully specified in Article VIII of this Agreement;

I. Applicant failed to submit the reports required to be submitted by Section 8.2 to the satisfaction of Comptroller on the dates indicated on the form;

J. Applicant failed to provide the District or Comptroller with all information reasonably necessary for District or Comptroller determine whether Applicant is in compliance with its obligations, including, but not limited to, any employment obligations which may arise under this Agreement;

K. Applicant failed to allow authorized employees of District, Comptroller, the Appraisal District, and/or the State Auditor's Office to have access to Applicant's Qualified Property and/or business records in order to inspect the project to determine compliance with the terms hereof or as necessary to properly appraise the Taxable Value of Applicant's Qualified Property;

L. Applicant failed to comply with a request by the State Auditor's office to review and audit the Applicant's compliance with the Agreement.

M. Applicant has made any payments to the District or to any other person or persons in any form for the payment or transfer of money or any other thing of value in recognition of, anticipation of, or consideration for this Agreement for limitation on appraised value made pursuant to Chapter 313 of the TEXAS TAX CODE, in excess of the amounts set forth in Articles III and IV, of this Agreement; or

N. Applicant fails either to:

i. Implement a plan to remedy non-compliance as required by Comptroller pursuant to 34 TAC Section 9.1059; or

ii. Pay a penalty assessed by Comptroller pursuant to 34 TAC Section 9.1059.

Section 9.2. CONSEQUENCES OF EARLY TERMINATION OR OTHER BREACH BY APPLICANT.

A. In the event that Applicant terminates this Agreement without the consent of District, except as provided in Section 7.2 of this Agreement, or in the event that Applicant fails to comply in any material respect with the terms of this Agreement or to meet any material obligation under this Agreement, after the notice and cure period provided by Section 9.3, then District shall be entitled to the recapture of all ad valorem tax revenue lost as a result of this Agreement together with the payment of penalty and interest, as calculated in accordance with Section 9.3.C on that recaptured ad valorem tax revenue. For purposes of this recapture calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI of this Agreement.

B. Notwithstanding Section 9.2.A, in the event that District determines that Applicant has failed to Maintain Viable Presence and provides written notice of termination of the Agreement, then Applicant shall pay to District liquidated damages for such failure within thirty (30) days after receipt of such termination notice. The sum of liquidated damages due and payable shall be the sum total of District ad valorem taxes for all of the Tax Years for which a Tax Limitation was granted pursuant to this Agreement prior to the year in which the default occurs that otherwise would have been due and payable by Applicant to District without the benefit of this Agreement, including penalty and interest, as calculated in accordance with Section 7.5. For purposes of this liquidated damages calculation, Applicant shall be entitled to a credit for all payments made to District pursuant to Article IV, V, and VI. Upon payment of such liquidated damages, Applicant's obligations under this Agreement shall be deemed fully satisfied, and such payment shall constitute the District's sole remedy.

C. In determining the amount of penalty or interest, or both, due in the event of a breach of this Agreement, District shall first determine the base amount of recaptured taxes less all credits under Section 9.2.A owed for each Tax Year during the Tax Limitation Period. District shall calculate penalty or interest for each Tax Year during the Tax Limitation Period in accordance with the methodology set forth in Chapter 33 of the TEXAS TAX CODE, as if the base amount calculated for such Tax Year less all credits under Section 9.2.A had become due and payable on February 1 of the calendar year following such Tax Year. Penalties on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(a) of the TEXAS TAX CODE, or its successor statute. Interest on said amounts shall be calculated in accordance with the methodology set forth in Section 33.01(c) of the TEXAS TAX CODE, or its successor statute.

Section 9.3. LIMITED STATUTORY CURE OF MATERIAL BREACH.

In accordance with the provisions of Section 313.0275 of the Texas Tax Code, for any full tax year which commences after the project has become operational, Applicant may cure the Material Breaches of this Agreement, defined in Sections 9.1.C. or 9.1.D, above, without the termination of the remaining term of this Agreement. In order to cure its non-compliance with Sections 9.1.C. or 9.1.D for the particular Tax Year of non-compliance only, Applicant may make the liquidated damages payment required by Section 313.0275(b) of the Texas Tax Code, in accordance with the provisions of Section 313.0275(c) of the Texas Tax Code.

Section 9.3. DETERMINATION OF MATERIAL BREACH AND TERMINATION OF AGREEMENT.

A. Prior to making a determination that the Applicant has committed a material breach of this Agreement, such as making a misrepresentation in the Application, failing to Maintain Viable Presence in District as required by Section 8.1 of this Agreement, failing to make any payment required under this Agreement when due, or has otherwise committed a material breach of this Agreement, District shall provide Applicant with a written notice of the facts which it believes have caused the material breach of this Agreement, and if cure is possible, the cure proposed by District. After receipt of the notice, Applicant shall be given ninety (90) days to

present any facts or arguments to the Board of Trustees showing that it is not in material breach of its obligations under the Agreement, or that it has cured or undertaken to cure any such material breach.

B. If the Board of Trustees is not satisfied with such response and/or that such breach has been cured, then the Board of Trustees shall, after reasonable notice to Applicant, conduct a hearing called and held for the purpose of determining whether such breach has occurred and, if so, whether such breach has been cured. At any such hearing, Applicant shall have the opportunity, together with their counsel, to be heard before the Board of Trustees. At the hearing, the Board of Trustees shall make findings as to whether or not a material breach of this Agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. In the event that the Board of Trustees determines that such a breach has occurred and has not been cured, it shall also terminate the Agreement and determine the amount of recaptured taxes under Section 9.2.A and B (net of all credits under Section 9.2.A and B), and the amount of any penalty and/or interest under Section 9.2.C that are owed to District.

C. After making its determination regarding any alleged breach, the Board of Trustees shall cause Applicant to be notified in writing of its determination (a "Determination of Breach and Notice of Contract Termination.").

Section 9.4. DISPUTE RESOLUTION.

A. After receipt of notice of the Board of Trustee's Determination of Breach and Notice of Contract Termination under Section 9.3, Applicant shall have ninety (90) days in which either to tender payment or evidence of its efforts to cure, or to initiate mediation of the dispute by written notice to District, in which case the District and the Applicant shall be required to make a good faith effort to resolve, without resort to litigation and within ninety (90) days after the Applicant's receipt of notice of the Board of Trustee's determination of breach under Section 9.3, such dispute through mediation with a mutually agreeable mediator and at a mutually convenient time and place for the mediation. If the Parties are unable to agree on a mediator, a mediator shall be selected by the senior state district court judge then residing in Martin County, Texas. The Parties agree to sign a document that provides the mediator and the mediation will be governed by the provisions of Chapter 154 of the Texas Civil Practice and Remedies Code and such other rules as the mediator shall prescribe. With respect to such mediation, (i) District shall bear one-half of such mediator's fees and expenses and Applicant shall bear one-half of such mediator's fees and expenses, and (ii) otherwise each Party shall bear all of its costs and expenses (including attorneys' fees) incurred in connection with such mediation.

B. In the event that any mediation is not successful in resolving the dispute or that payment is not received before the expiration of such ninety (90) days, District shall have the remedies for the collection of the amounts determined under Section 7.8 as are set forth in Chapter 33, Subchapters B and C, of the Texas Tax Code for the collection of delinquent taxes. In the event that District successfully prosecutes legal proceedings under this section, the Applicant shall also be responsible for the payment of attorney's fees and a tax lien on Applicant's Qualified Property and Applicant's Qualified Investment pursuant to Section 33.07

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtex LLC

TEXAS COMPTROLLER APPLICATION NUMBER 1019

December 8, 2014

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Texas Economic Development Act Agreement

Comptroller Form 50-286 (January 2014)

of the Texas Tax Code to the attorneys representing District pursuant to Section 6.30 of the Texas Tax Code.

C. In any event where a dispute between District and Applicant under this Agreement cannot be resolved by the Parties, after completing the procedures required above in this Section, either District or Applicant may seek a judicial declaration of their respective rights and duties under this Agreement or otherwise, in any judicial proceeding, assert any rights or defenses, or seek any remedy in law or in equity, against the other Party with respect to any claim relating to any breach, default, or nonperformance of any covenant, agreement or undertaking made by a Party pursuant to this Agreement.

Section 9.5. LIMITATION OF OTHER DAMAGES.

Notwithstanding anything contained in this Agreement to the contrary, in the event of default or breach of this Agreement by the Applicant, District's damages for such a default shall under no circumstances exceed the greater of either any amounts calculated under Sections 9.2 above, or the monetary sum of the difference between the payments and credits due and owing to Applicant at the time of such default and District taxes that would have been lawfully payable to District had this Agreement not been executed. In addition, District's sole right of equitable relief under this Agreement shall be its right to terminate this Agreement. The Parties further agree that the limitation of damages and remedies set forth in this Section 9.5 shall be the sole and exclusive remedies available to the District, whether at law or under principles of equity.

Section 9.6. BINDING ON SUCCESSORS.

In the event of a merger or consolidation of District with another school district or other governmental authority, this Agreement shall be binding on the successor school district or other governmental authority.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.1. INFORMATION AND NOTICES.

A. Unless otherwise expressly provided in this Agreement, all notices required or permitted hereunder shall be in writing and deemed sufficiently given for all purposes hereof if (i) delivered in person, by courier (e.g., by Federal Express) or by registered or certified United States Mail to the Party to be notified, with receipt obtained, or (ii) sent by facsimile transmission, with "answer back" or other "advice of receipt" obtained, in each case to the appropriate address or number as set forth below. Each notice shall be deemed effective on receipt by the addressee as aforesaid; provided that, notice received by facsimile transmission after 5:00 p.m. at the location of the addressee of such notice shall be deemed received on the first business day following the date of such electronic receipt.

B. Notices to District shall be addressed to District's Authorized Representative as follows:

David Carr, Superintendent
STANTON INDEPENDENT SCHOOL DISTRICT
200 North College
Stanton, TX 79782
Fax: (432) 756-2052
Email: dcarr@stanton.esc18.net

C. Notices to Applicant shall be addressed to its Authorized Representative as follows:

Jason Duncan
Controller
Atlas Pipeline Mid-Continent Westex LLC
110 W 7th Suite 2300
Tulsa, OK 74119
Fax: (918) 574-3987
Email: jduncan@atlaspipeline.com

or at such other address or to such other facsimile transmission number and to the attention of such other person as Applicant may designate by written notice to District.

Section 10.2. AMENDMENTS TO AGREEMENT; WAIVERS.

A. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties and after completing the requirements of Subsection B hereof. Waiver of any term, condition or provision of this Agreement by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this Agreement.

B. By official action of the District's Board of Trustees, this Agreement may only be amended according to the following:

- i. Applicant shall submit to District and Comptroller:
 - a. a written request to amend the Application and this Agreement which shall specify the changes Applicant requests;
 - b. any changes to the information that was provided in the Application that was approved by District and considered by Comptroller;

- c. and any additional information requested by District or Comptroller necessary to evaluate the amendment or modification; and
- ii. Comptroller shall review the request and any additional information and provide a revised Comptroller certificate for a limitation within 90 days of receiving the revised Application and, if the request to amend the Application has not been approved by Comptroller by the end of the 90 day period, the request is denied;
- iii. If Comptroller has not denied the request, District's Board of Trustees shall approve or disapprove the request before the expiration of 150 days after the request is filed.

C. Any amendment of the Agreement adding additional or replacement Qualified Property pursuant to this Section 10.3 of this Agreement shall:

- i. require that all property added by amendment be eligible property as defined by Section 313.024 of the Texas Tax Code;
- ii. clearly identify the property, investment, and employment information added by amendment from the property, investment, and employment information in the original Agreement; and
- iii. define minimum eligibility requirements for the recipient of limited value.

D. This Agreement may not be amended to extend the value limitation time period beyond its ten year statutory term.

Section 10.4. ASSIGNMENT.

Any assignment of the interests of Applicant in this Agreement is considered an amendment to the Agreement and Applicant may only assign this Agreement, or a portion of this Agreement, after complying with the provisions of Section 10.3 regarding amendments to the Agreement.

Section 10.5. MERGER.

This Agreement contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this Agreement.

Section 10.6. MAINTENANCE OF COUNTY APPRAISAL DISTRICT RECORDS.

When appraising the Applicant's Qualified Property and the Applicant's Qualified Investment subject to a limitation on Appraised Value under this Agreement, the Chief Appraiser of the Appraisal District shall determine the Market Value thereof and include both such Market Value and the appropriate value thereof under this Agreement in its appraisal records.

Section 10.7. GOVERNING LAW.

This Agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in the County.

Section 10.8. AUTHORITY TO EXECUTE AGREEMENT.

Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of such Party.

Section 10.9. SEVERABILITY.

If any term, provision or condition of this Agreement, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this Agreement shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this Agreement, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement in an acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 10.9, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

Section 10.10. PAYMENT OF EXPENSES.

Except as otherwise expressly provided in this Agreement, or as covered by the application fee, each of the Parties shall pay its own costs and expenses relating to this

Agreement, including, but not limited to, its costs and expenses of the negotiations leading up to this Agreement, and of its performance and compliance with this Agreement.

Section 10.11. INTERPRETATION.

When a reference is made in this Agreement to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in such case to be followed by the phrase ", but not limited to,". Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This Agreement is the joint product of the Parties and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

Section 10.12. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

Section 10.13. PUBLICATION OF DOCUMENTS.

The Parties acknowledge that District is required to publish Application and its required schedules, or any amendment thereto; all economic analyses of the proposed project submitted to District; and the approved and executed copy of this Agreement or any amendment thereto, as follows:

A. Within seven (7) days of such document, the school district shall submit a copy to Comptroller for Publication on Comptroller's Internet website;

B. District shall provide on its website a link to the location of those documents posted on Comptroller's website;

C. This Section does not require the publication of information that is confidential under Section 313.028 of the Texas Tax Code.

Section 10.14. CONTROL; OWNERSHIP; LEGAL PROCEEDINGS.

Applicant shall immediately notify District in writing of any actual or anticipated change in the control or ownership of Applicant and of any legal or administrative investigations or

proceedings initiated against Applicant regardless of the jurisdiction from which such proceedings originate.

Section 10.15. DUTY TO DISCLOSE.

If circumstances change or additional information is obtained regarding any of the representations and warranties made by Applicant in the Application or this Agreement, or any other disclosure requirements, subsequent to the date of this Agreement, Applicant's duty to disclose continues throughout the term of this Contract.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties in multiple originals on this 9 day of JAN, 2014. 2015

**ATLAS PIPELINE
MID-CONTINENTT WESTTEX LLC**

By: [Signature]
Authorized Representative

Name: Jared Duncan

Title: Contractor

**STANTON INDEPENDENT
SCHOOL DISTRICT**

By: [Signature]
REGGIE FRANKLIN

President
Board of Trustees

Attest: [Signature]
By: Daniel Ramos

DANIEL RAMOS
Secretary
Board of Trustees

EXHIBIT 1

DESCRIPTION AND LOCATION OF ENTERPRISE OR REINVESTMENT ZONE

The Reinvestment Zone was originally created on December 8, 2014, by action of the the Stanton Independent School District Board of Trustees. As a result of the Board action, all of the following real property within Martin County, Texas is located within the boundaries of the *THE ATLAS WESTTEX REINVESTMENT ZONE*. A map of the Reinvestment Zone is attached as the last page of this EXHIBIT 1. The legal description of the is as follows:

Agreement for Limitation on Appraised Value

Between Stanton Independent School District and Atlas Pipeline Mid-Continent Westtex LLC
TEXAS COMPTROLLER APPLICATION NUMBER 1019
December 8, 2014

LIMITED TITLE CERTIFICATE
for
Atlas Pipeline Mid-Continent WestTex, LLC

PROJECT: Martin County 24" Steel
AFE: 131700312

STATE OF TEXAS
COUNTY OF MARTIN

The undersigned, hereby certifies that he has examined the records pertaining to the title to the foregoing described real estate in said County & State, to-wit:

100% Section 15, Block 38, T-1-N, T & P RR. Co. Survey, Martin County, Texas

It appears the record title to such land is to the following:

25% each Undivided Interest Section 15, Block 38, T-1-N

Robert C. Schlagal, Trustee
Of the R.C. Schlagal Trust,
Dated 11-1-1992
202 North Eisenhower
Midland, TX 79703

Abyss Inc. Mark Dehlinger, Manager
2302 Culpeper Drive
Midland, TX 79705

John L. Schlagal, Trustee
Of the John L. Schlagal
Living Trust, dated 6-15-2000
5700 SCR 1200
Midland, TX 79706

Adley Properties, LLC, Richard Coats, Manager
400 Marlenfeld, Suite 200
Midland, TX 79701

CHAIN OF TITLE

103/772
WD
12-3-1999
100% Section 15, Block 38, T-1-N
FROM: Wesley W. Williams, 3rd, Pamela Eames, Tracie Waters
TO: Cecil E. McMorris and wife Nellie M. McMorris

119/230
WD
7-26-2001
100% Section 15, Block 38, T-1-N
FROM: Cecil E. McMorris and wife Nellie M. McMorris
TO: Cecil E. and Nellie McMorris Family Investments, L.P.

190/255
WDVL
1-10-2007
100% Section 15, Block 38, T-1-N
FROM: Cecil E. and Nellie McMorris Family Investments, L.P.
TO: Randy Swan

299/644
WD
3-31-2011
25% each of Section 15, Block 38, T-1-N
FROM: Randy Swan
TO: Robert C. Schlagal, Trustee of the R.C. Schlagal Trust
John L. Schlagal, Trustee of the John L. Schlagal Living Trust
Abyss, Inc. Mark Dehlinger, Manager
Adley Properties LLC, Richard Coats, Manag

347/633
GWD
8-1-2012
FROM: Cactus Energy
TO: Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust
Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust

348/201
WD
8-13-2012
FROM: Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust
Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust
TO: Adley Properties LLC

NOTICE: SHOULD ANY ERRORS OR OMISSIONS BE DISCOVERED IN THIS DOCUMENT, PLEASE NOTIFY THE PREPARER SO THAT IT CAN BE CORRECTED AND RE-DISTRIBUTED.

This search is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title, and does not cover any instruments filed as a chattel only. Further, at the direction of Atlas Pipeline Mid-Continent WestTex, LLC no examination of the mortgage, lien, judgment or law suit records were searched.

John Bigley

Date: 3-26-2014

7729 1115

THE STATE OF TEXAS §
COUNTY OF MARTIN §

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, We, **WESLEY W. WILLIAMS, III, PAMELA EAMES and TRACIE WATERS**, all not joined herein by our respective spouses, if any, for the reason that the hereinafter-described property constitutes no part of our homestead, nor any portion of our jointly-controlled community property, (hereinafter referred to as "Grantors"), for and in consideration of the sum of Three Hundred Twenty-three Thousand Eighty-five and 40/100ths (\$323,085.40) Dollars, cash in hand paid by the Grantees herein, the receipt and sufficiency of which are hereby acknowledged and confessed; have **GRANTED, SOLD and CONVEYED**, and by these presents do hereby **GRANT, SELL and CONVEY** unto **CECILE E. McMORRIS and wife, NELLIE M. McMORRIS**, whose mailing address is 2621 Saratoga Avenue, Lubbock, Texas 79407, (hereinafter referred to as "Grantees"), all of the following-described tract or parcel of land, lying and being situated in the County of Martin, State of Texas, to-wit:

Being a 1615.427 acre tract of land being a part of the S/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&P Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the called Southwest corner of Section 6 of said Block 38, T-1-N, T&P Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract;
THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 5388.89 feet to a railroad spike set in County Road No. C 2930 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meek by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;
THENCE N. 15° 19' 42" W. along the West line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/4" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the S/2 of Section 5, from which point a 1/4" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 103.8 feet;
THENCE N. 74° 31' 10" E. along the North line of this tract and the South line of the N/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 5251.99 feet to a 1/4" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.78 feet;
THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;
THENCE S. 74° 29' 25" W. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, T&P Ry. Co. Survey as conveyed to Tent Lindsay by Deed recorded in Volume 48, Page 336, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 83, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5236.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/4" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest corner of Section 17 as conveyed to Tent Lindsay by Deed recorded in Volume 42, Page 355, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 64, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.23 feet;
THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schencker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

This conveyance is made and accepted **SUBJECT TO** the following:

- (a) Easement to Ferman Corp. dated October 29, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.

RECORDING NOTE:
PORTIONS OF THE TEXT OF THIS INSTRUMENT NOT
CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION,
MARTIN COUNTY

- (b) Easement to Adobe Resources dated June 12, 1987, recorded in Volume 285, Page 599, Deed Records, Martin County, Texas.
- (c) Easement to Adobe Resources dated June 17, 1987, recorded in Volume 286, Page 49, Deed Records, Martin County, Texas.
- (d) Easement to Caprock Electric Coop. dated March 2, 1987, recorded in Volume 284, Page 757, Deed Records, Martin County, Texas.
- (e) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (f) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 32, Page 159, Deed of Trust Records, Martin County, Texas.
- (g) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.
- (h) Easement to Adobe Oil Co., dated January 24, 1977, recorded in Volume 172, Page 61, Deed Records, Martin County, Texas.
- (i) Easement to Caprock Electric Coop. dated May 8, 1978, recorded in Volume 179, Page 369, Deed Records, Martin County, Texas.
- (j) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (k) Easement to Permian Basin Pipelines Co. dated July 14, 1953, recorded in Volume 64, Page 629, Deed Records, Martin County, Texas.
- (l) Easement to Westar Transmission Co. dated July 29, 1998, recorded in Volume 94, Page 386, Official Records, Martin County, Texas.
- (m) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 70, Page 422, Deed Records, Martin County, Texas.
- (n) Easement to Adobe Resources dated May 23, 1988, recorded in Volume 297, Page 387, Deed Records, Martin County, Texas.
- (o) Easement to Caprock Electric Coop. dated August 22, 1984, recorded in Volume 249, Page 175, Deed Records, Martin County, Texas.
- (p) Easements to Caprock Electric Coop. dated October 17, 1980, recorded in Volume 203, Pages 600 and 601, Deed Records, Martin County, Texas.
- (q) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (r) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (s) Easement to Permian Corp. dated December 17, 1970, recorded in Volume 132, Page 365, Deed Records, Martin County, Texas.
- (t) Easement to Permian Corp. dated October 19, 1970, recorded in Volume 130, Page 282, Deed Records, Martin County, Texas.
- (u) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.

This conveyance is further made and accepted SUBJECT TO the prior reservation of certain undivided interests in and to the oil, gas and other minerals in, on and under the above-described tract of land as previously reserved in Deed from Louis M. Williams to W.W. Williams dated June 18, 1928, recorded in Volume 34, Page 179; and, in Deed from W.W. Williams to Dewey Williams, et. ux. dated August 18, 1930, recorded in Volume 34, Page 180; and, in Deed from Louis M. Williams to J.N. Williams, et. al. dated June 15, 1928, recorded in Volume 35, Page 65; and, in Deed from W.W. Williams to Denny Williams dated August 18, 1930, recorded in Volume 35, Page 68; and, in two Deeds from Denny Williams, et. vir. to R.D. Williams dated April 24, 1931, recorded in Volume 35, Pages 91 and 93, all in Deed Records, Martin County, Texas; and, as such mineral ownership was modified by Mineral Classification Agreement dated November 18, 1948, recorded in Volume 51, Page 64, Deed Records, Martin County, Texas.

And, for the same consideration, Grantors do hereby BARGAIN, SELL, CONVEY, ASSIGN and DELIVER unto Grantees, their heirs, representatives and assigns, all of Grantors' right, title and interest in and to the oil, gas and other minerals in, on and under and that may be produced and saved from the above-described tract of land;

SAVE AND EXCEPT however, and Grantors do hereby reserve unto themselves, their heirs, representatives and assigns, all of Grantors' undivided interest in and to all of the oil royalty, gas royalty, royalty in casinghead gas and royalty in other minerals, including shut-in royalty, that may be produced and saved from the wellbore of each oil and/or gas well which is producing oil, gas and/or associated hydrocarbons as of the date of this Warranty Deed; and, this reservation of non-participating royalty shall terminate, as to each such producing well, on the earlier of: (a) ten years from and after the date of this Warranty Deed; or, (b) the date on which each such presently, producing well ceases to produce oil, gas and/or associated hydrocarbons in paying, commercial quantities, for a period of time longer than ninety (90) consecutive days. In the event any such producing well subsequently ceases to produce oil, gas and/or associated hydrocarbons in paying, commercial quantities for a period in excess of ninety (90) consecutive days; or upon the expiration of ten years from the date of this Warranty Deed (whichever is earlier); then, and in that event, this reservation of non-participating royalty interest shall *ipso facto* terminate and all royalties shall vest in Grantees herein, their heirs, representatives and assigns. Grantors hereby expressly CONVEY, ASSIGN and DELIVER unto Grantees, their heirs, representatives and assigns, all of Grantors' undivided interest in the exclusive power and right to execute Oil, Gas and Mineral Leases covering the interest hereby excepted and reserved and to receive and keep any bonus, delay rentals or other payment other than royalty attributable to each such presently, producing well.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CECIL E. McMORRIS and wife, NELLIE M. McMORRIS, their heirs, representatives and assigns forever; and Grantors do hereby bind themselves, their heirs, representatives and assigns, to Warranty and Forever Defend all and singular the said premises unto the said CECIL E. McMORRIS and wife, NELLIE M. McMORRIS, their heirs, representatives and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This Warranty Deed may be executed in multiple counterparts, each of which will be binding upon any party signing same. For ease in recordation, each signature page may be detached and attached to the body of one instrument.

EXECUTED this 3rd day of December, 1999.

Wesley Williams III
WESLEY W. WILLIAMS, III

PAMELA EAMES

TRACIE WATERS

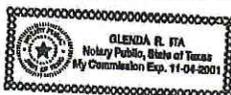
THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 3rd day of December, 1999, by WESLEY W. WILLIAMS, III.

My commission expires:
11-04-2001

Glenda R. Ita
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BEKAR §



This instrument was acknowledged before me on this the _____ day of December, 1999, by PAMELA EAMES.

My commission expires:

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF MIDLAND §

This instrument was acknowledged before me on this the _____ day of December, 1999, by TRACIE WATERS.

My commission expires:

Notary Public in and for the State of Texas

906

Return to: Ronnie L. Agnew, P.O. Box 64370, Lubbock, TX 79464-4370

WARRANTY DEED

Date: The 26th day of July 2001.

Grantors: Cecil E. McMorris and his wife, Nellie M. McMorris

Grantor's Mailing Address (including county): 4421 19th Street,
Lubbock, Lubbock County
Texas 79407

Grantee: Cecil E. and Nellie McMorris Family Investments, L.P.

Grantee's Mailing Address (including county): 4421 19th Street
Lubbock, Lubbock County
Texas 79407

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

Being a 1615.427 acre tract of land being a part of the S/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&P Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the called Southwest corner of Section 5 of said Block 38, T-1-N, T&P Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract;

THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 5388.89 feet to a railroad spike set in County Road No. C 2950 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meek by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;

THENCE N. 15° 19' 42" W. along the west line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the E/2 of Section 5, from which point a 1/2" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 108.8 feet;

THENCE 74° 31' 10" E. along the North line of this tract and the South line of the N/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 3251.99 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way

line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.78 feet.

THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;

THENCE S. 74° 29' 25" W. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, T&P Ry. Co. Survey as conveyed to Tant Lindsay by Deed recorded in Volume 48, Page 336, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 83, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5236.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest corner of Section 17 as conveyed to Tant Lindsay by Deed recorded in Volume 42, Page 355, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 64, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.22 feet;

THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schenecker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

together with all rights, privileges, improvements and appurtenances thereto.

Reservations From and Exceptions to Conveyance and Warranty

This conveyance is made and accepted SUBJECT TO the following:

- (a) Easement to Permian Corp. dated October 29, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.
- (b) Easement to Adobe Resources dated June 12, 1987, recorded in Volume 285, Page 599, Deed Records, Martin County, Texas.
- (c) Easement to Adobe resources dated June 17, 1987, recorded in Volume 286, Page 49, Deed Records, Martin County, Texas.

- (d) Easement to Caprock Electric Coop. dated March 2, 1987, recorded in Volume 284, Page 757, Deed Records, Martin County, Texas.
- (e) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (f) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 32, Page 159, Deed of Trust Records, Martin County, Texas.
- (g) Easement to LG&E Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.
- (h) Easement to Adobe Oil Co., dated January 24, 1977, recorded in Volume 172, Page 61, Deed Records, Martin County, Texas.
- (i) Easement to Caprock Electric Coop. dated May 8, 1978, recorded in Volume 179, Page 369, Deed Records, Martin County, Texas.
- (j) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.
- (k) Easement to Permian Basin Pipeline Co. dated July 14, 1953, recorded in Volume 64, Page 629, Deed Records, Martin County, Texas.
- (l) Easement to Westar Transmission Co. dated July 29, 1998, recorded in Volume 94, Page 386, Official Records, Martin County, Texas.
- (m) Right-of-way Easement to the State of Texas dated April 15, 1954, recorded in Volume 70, Page 422, Deed Records, Martin County, Texas.
- (n) Easement to Adobe Resources dated May 23, 1988, recorded in Volume 297, Page 387, Deed Records, Martin County, Texas.
- (o) Easement to Caprock Electric Coop. dated August 22, 1984, recorded in Volume 249, Page 175, Deed Records, Martin County, Texas.
- (p) Easements to Caprock Electric Coop. dated October 17, 1980, recorded in Volume 203, Pages 600 and 601, Deed Records, Martin County, Texas.
- (q) Easement to Caprock Electric Coop. dated October 21, 1977, recorded in Volume 175, Page 703, Deed Records, Martin County, Texas.
- (r) Easement to Adobe Oil Co. dated October 14, 1975, recorded in Volume 164, Page 427, Deed Records, Martin County, Texas.

- (b) Easement to Permian Corp. dated December 17, 1970, recorded in Volume 132, Page 365, Deed Records, Martin County, Texas.
- (c) Easement to Permian Corp. dated October 19, 1970, recorded in Volume 130, Page 262, Deed Records, Martin County, Texas.
- (u) Easement to LGSE Natural Gas dated January 2, 1998, recorded in Volume 84, Page 518, Official Records, Martin County, Texas.

Grantors, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, successors, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Cecil E. McMorris
Cecil E. McMorris

Nellie McMorris
Nellie McMorris

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26th day of July, 2001, by Cecil E. McMorris.



Vicki Joy Hamblen
Notary Public Signature

THE STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 26th day of July, 2001, by Nellie McMorris.



Vicki Joy Hamblen
Notary Public Signature

WARRANTY DEED

Page 4

FILED FOR RECORD THE 1 DAY OF August AD 2001 AT 9:55 O'CLOCK A.M
 DULY RECORDED ON THE 3 DAY OF August AD 2001 AT 4:30 O'CLOCK P.M
 INSTRUMENT NO 906

SUSIE HULL, COUNTY CLERK
 MARTIN COUNTY, TEXAS
 BY Susie Hull deputy

STW 20061016

Return to: Randy Swan, 2217 S. County Road 1084, Midland, TX 79706

73

WARRANTY DEED WITH VENDOR'S LIEN

Date: The 10th day of January, 2007

Grantor: Cecil E. and Nellie M. McMorris Family Investments, LP

Grantor's Mailing Address (including county): 4421 19th Street,
Lubbock, Lubbock County
Texas 79407

Grantee: Randy Swan

Grantee's Mailing Address (including county): 2217 S. County Road 1084
Midland, Texas 79706

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and note of even date executed by Grantee and payable to the order of The Cecil E. and Nellie McMorris Family Investments, LP. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of The Cecil E. and Nellie McMorris Family Investments, LP, and by a first-lien Deed of Trust of even date from Grantee to Ronnie L. Agnew, Trustee.

Property (including any improvements):

All of the following described certain tract or parcel of land located at Hwy 1212, Martin County, Texas, more specifically described as follows:

Being a 1615.427 acre tract of land being a part of the S/2 of Section 5; all of Section 14 and a part of Section 15, all in Block 38, T-1-N, T&P Ry. Co. Survey, Martin County, Texas, and being a part of those tracts of land conveyed to W.W. Williams by Deeds recorded in Volume 21, Page 266; in Volume 34, Page 179; in Volume 36, Page 150; in Volume 60, Page 347; and, in Volume 61, Page 611, Deed Records of Martin County, Texas. Said 1615.427 acres being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the called southwest corner of Section 6 of said Block 38, T-1-N, T&P Ry. Co. Survey, as per Corrected Field Notes recorded in Volume 3, Page 189, Surveyor's Records of Martin County, Texas, and being the Northwest corner of above mentioned Section 14 and also being the most Westerly Northwest corner of this tract:

Notice of confidentiality rights:

If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records:
your social security number or your driver's license number.

THENCE N. 74° 31' 34" E. along the North line of Section 14 and the South line of Section 6 for a distance of 5308.89 feet to a railroad spike set in County Road No. C 2950 for a corner of this tract and being the Southeast corner of said Section 6 as conveyed to James Hollis Meak by Deeds recorded in Volume 164, Page 717 and in Volume 165, Page 461, Deed Records of Martin County, Texas;

THENCE N. 15° 19' 42" W. along the West line of Section 5 and the East line of said Section 6 for a distance of 2652.17 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Northwest corner of the S/2 of Section 5, from which point a 1/2" iron rod found for the Southwest corner of Section 4 of Block 38 bears N. 15° 19' 42" W. a distance of 2652.17 feet and S. 74° 30' 46" W. a distance of 108.8 feet;

THENCE 74° 31' 10" E. along the North line of this tract and the South line of the M/2 of Section 5 as conveyed to Richard R. Knox by Deed recorded in Volume 54, Page 487, Deed Records of Martin County, Texas for a distance of 5251.99 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set in the West Right-of-way line of F.M. Highway No. 1212 for the Northeast corner of this tract from which point a railroad spike set for the Northeast corner of the S/2 Section 5, Block 38 bears N. 74° 31' 10" E. a distance of 30.23 feet and from said Railroad spike set a 1/2" iron rod with square head bolt set on top found for the Northeast corner of said Section 5 bears N. 15° 22' 34" W. a distance of 2652.78 feet.

THENCE S. 15° 17' 44" E. along the East line of this tract and the West line of F.M. Highway No. 1212 Right-of-way Easement in Section 5 as conveyed to Martin County recorded in Volume 61, Page 611, Deed Records and in Section 15 as conveyed to the State of Texas, recorded in Volume 70, Page 422 and monumented by concrete markers found for a distance of 7958.38 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southeast corner of this tract, from which point the Southeast corner of above mentioned Section 15 bears N. 74° 29' 25" E. a distance of 41.41 feet;

THENCE S. 74° 29' 25" W. along the South line of Section 15 and the North line of Section 16, Block 38, T-1-N, RAP Ry. Co. Survey as conveyed to Tant Lindsay by Deed recorded in Volume 48, Page 336, Deed Records of Martin County, Texas and to W.L. Lindsay by Deeds recorded in Volume 63, Pages 337 and 423, Deed Records of Martin County, Texas at a distance of 5236.66 feet pass the Southwest corner of Section 15 and the Southeast corner of above mentioned Section 14, continuing in all for a total distance of 10622.77 feet to a 1/2" iron rod/cap marked "Stewart Surveying" set for the Southwest corner of this tract and being the Southwest corner of said Section 14 and Northwest

corner of Section 17 as conveyed to Tant Lindsay by Deed recorded in Volume 42, Page 355, Deed Records of Martin County, Texas, from which point a 1" iron pipe found for the called patent corner of Sections 17, 18, 24 and 25 as per Patent recorded in Volume 64, Page 58, Deed Records of Martin County, Texas bears S. 15° 28' 30" E. a distance of 5312.22 feet;

THENCE N. 15° 28' 30" W. along the West line of this tract and the East line of Section 13, Block 38 as conveyed to E.M. Schenecker by Deed recorded in Volume 12, Page 141, Deed Records of Martin County, Texas for a distance of 5312.23 feet to the PLACE OF BEGINNING.

Reservations From Conveyance

All mineral interests owned by Seller as the result of either conveyance or contract.

Exceptions to Conveyance and Warranty:

Vendor's lien and superior title are retained herein, securing the payment of a note of even date in the principal amount of \$569,437.00 (Five hundred sixty-nine thousand, four hundred thirty-seven dollars and no cents), additionally secured by a deed of trust of even date to Ronnie L. Agnew, Trustee, recorded in Volume 190 Page 249 of the real property records of Martin County, Texas.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2007, which Grantee assumes and agrees to pay on a pro rata basis from the date of purchase.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and convey to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantor and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

Cecil E. McMorris
Cecil E. McMorris, President,
Cecil E. and Nellie McMorris
Management, LLC,
General Partner of the Cecil E. and
Nellie McMorris Family Investments,
L.P.

The State of Texas §
County of Lubbock §

This instrument was acknowledged before me on the 10th day of January, 2007, by
Cecil E. McMorris.

Kay Renee
Notary Public Signature



FILED FOR RECORD THE 15 DAY OF January AD 2007 AT 8:02 O'CLOCK AM
DULY RECORDED ON THE 16 DAY OF January AD 2007 AT 4:30 O'CLOCK PM
INSTRUMENT NO 73

SUSIE HULL, COUNTY CLERK
MARTIN COUNTY, TEXAS
BY [Signature] deputy

GF# 1103-004-RDP

1025

WARRANTY DEED

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

Date: March 31, 2011

Grantor: Randy Swan

Grantee: Robert C. Schlagal, Trustee of the R.C. Schlagal Trust dated November 1, 1992 25%
202 North Eisenhower Drive
Midland, Midland County, Texas 79703

John L. Schlagal, Trustee of The John L. Schlagal Living Trust dated June 15, 2000 25%
5700 South County Road 1200
Midland, Midland County, Texas 79706

Abyss, Inc. 25%
2302 Culpeper Drive
Midland, Midland County, Texas 79705

Cactus Energy, Inc. 25%
P.O. Box 2412
Midland, Midland County, Texas 79702

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

BEING A 1,614.92 ACRE (RECORD 1,615.427 ACRE) TRACT OF LAND BEING A PORTION OF THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 611, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,614.92 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 2" IP FOUND FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N, SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.76°29'11"E. 5388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A RR SPIKE FOUND IN COUNTY ROAD C-2590 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 5 FOR A CORNER OF THIS TRACT;

THENCE N.13°21'47"W. 2653.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REINFORCED IRON BAR BEARS S.42°15'58"E. 36.20 FEET;

THENCE N.76°27'04"E. 5260.22 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212, FROM WHICH A ROW MARKER BEARS N.50°44'59"W. 16.14 FEET AND FROM WHICH THE EAST LINE OF SAID SECTION 5 BEARS N.76°27'04"E. 30.23 FEET;

THENCE S.13°05'20"E. 7964.77 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT, FROM WHICH THE SE CORNER OF SAID SECTION 15 BEARS N.76°25'19"E. 41.14 FEET;

THENCE S.76°28'35"W. 10611.28 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 AND 14 TO A 2" GP FOUND FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14;

THENCE N.13°21'20"W. 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

Reservations from Conveyance

All oil, gas and other minerals in, on or under said land reserved by prior grantors.

Exceptions to Conveyance and Warranty

Lies described as part of the Consideration and any other lies described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding to persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2011, which Grantee assumes and agrees to pay and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes. Further, this Warranty Deed is made subject to the terms and provisions of that certain letter agreement of even date between the Grantee's herein.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to

Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

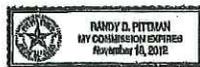
When the context requires, singular nouns and pronouns include the plural.


RANDY SWAN

STATE OF TEXAS)

COUNTY OF MIDLAND)

This instrument was acknowledged before me on March 31, 2011, by RANDY SWAN.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

West Texas Abstract & Title Company, LLC
3700 N. Big Spring Street
Midland, Texas 79705

PREPARED IN THE LAW OFFICE OF:

G. Lance Holland
3700 N. Big Spring Street
Midland, Texas 79705

L:\Doc\03-31-2011\103-004-RDPWD.doc

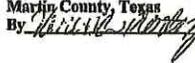
Warranty Deed

Page 3 of 3

Filed and recorded the 4 day of April, 2011 at 8:04 o'clock a.m.

Instrument Number 1005

Susie Graham, County Clerk
Martin County, Texas

By  Deputy

GIFT WARRANTY DEED

Cactus Energy, Inc., whose address is P.O. Box 2412, Midland, Texas 79702, hereinafter referred to as "GRANTOR", for good and valuable consideration, has, and does by these presents sell, convey, grant, transfer and assign to Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust, and Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust, IN EQUAL SHARES, whose address is 400 N. Marlenfeld St., Suite 200, Midland, Texas 79701, herein collectively referred to as "GRANTEE", an undivided one-fourth (1/4th) interest in and to the following described real estate in Martin County, Texas (the "Lands"):

See Exhibit "A" attached hereto and made a part hereof, for a complete description of the Lands covered by this Gift Warranty Deed.

This conveyance is made and accepted, subject to the following:

1. All oil, gas and other minerals in, on or under the Lands are reserved from this Gift Warranty Deed, having been reserved by prior grantors.
2. All validly existing easements, rights-of-way and prescriptive rights, whether of record or not.
3. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, that affect the Lands.
4. Any validly existing rights of adjoining owners in any walls and fences situated on a common boundary.
5. Any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.
6. All 2012 property taxes, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in Land usage, ownership, or both, the payment of which Grantee assumes.
7. The terms and provisions of those certain Letter Agreements, dated March 31, 2011 and August 1, 2012, respectively between Cactus Energy, Inc. and R.C. Schlager Trust, et al.

TO HAVE AND TO HOLD the interest conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its and assigns to **WARRANT AND FOREVER DEFEND** all and singular the interest conveyed hereby unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the reservations and exceptions set forth herein.

EXECUTED this 1st day of August, 2012.

GRANTOR:

Cactus Energy, Inc.

Richard H. Coats
Richard H. Coats, President

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF MIDLAND

The foregoing instrument was personally acknowledged before me on this 1st day of August, 2012, by Richard H. Coats, as President of Cactus Energy, Inc., a Texas Corporation, on behalf of said corporation.



Niki Guzik
Notary Public, State of Texas
My Commission Expires: 2-8-2015

EXHIBIT "A"

BEING A 1,616.09 ACRE (RECORD 1,616,427 ACRE) TRACT OF LAND BEING THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 811, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,616.09 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" GIP FOUND IN CONCRETE FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N. SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.76°29'11"E. 6388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A 1/2" REINF BAR SET IN COUNTY ROAD C-2690 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 6 FOR A CORNER OF THIS TRACT;

THENCE N.18°21'47"W. 2853.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REINF BAR BEARS S.42°15'59"E. 36.20 FEET;

THENCE N.76°27'04"E. 5251.16 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 (A 100 FOOT RIGHT-OF-WAY), FROM W

THENCE S.13°23'54"E. 7963.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT;

THENCE S.76°28'09"W. 10829.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 16 AND 14 TO A 1/2" REINF BAR SET FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14, FROM WHICH A 2" GIP FOUND BEAR S.87°28'48"W 15.38 FEET;

THENCE N.13°31'17"W 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

OP 348/701

2900

WARRANTY DEED

Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust, and Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust, whose address is 400 N. Marienfeld St., Suite 200, Midland, Texas 79701, hereinafter collectively referred to as "GRANTOR", for and in consideration paid, has, and does by these presents sell, convey, grant, transfer and assign to Adley Properties LLC, whose address is 400 N. Marienfeld St., Suite 200, Midland, Texas 79701, herein referred to as "GRANTEE", an undivided one-fourth (1/4th) interest in and to the following described real estate in Martin County, Texas (the "Lands"):

See Exhibit "A" attached hereto and made a part hereof, for a complete description of the Lands covered by this Warranty Deed.

This conveyance is made and accepted, subject to the following:

1. All oil, gas and other minerals in, on or under the Lands are reserved from this Warranty Deed, having been reserved by prior grantors.
2. All validly existing easements, rights-of-way and prescriptive rights, whether of record or not.
3. All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, that affect the Lands.
4. Any validly existing rights of adjoining owners in any walls and fences situated on a common boundary.
5. Any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.
6. All 2012 property taxes, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in Land usage, ownership, or both, the payment of which Grantee assumes.
7. The terms and provisions of those certain Letter Agreements, dated March 31, 2011 and August 1, 2012, respectively between Cactus Energy, Inc. and R.C. Schlager Trust, etal.

TO HAVE AND TO HOLD the interest conveyed hereby, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its and assigns to WARRANT AND FOREVER DEFEND all and singular the interest conveyed hereby unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to the reservations and exceptions set forth herein.

EXHIBIT "A"

BEING A 1,616.09 ACRE (RECORD 1,615.427 ACRE) TRACT OF LAND BEING THE SOUTH HALF OF SECTION 5, ALL OF SECTION 14 AND PART OF SECTION 15, BLOCK 38, T-1-N, T&P RR CO SURVEY, MARTIN COUNTY, TEXAS, AND BEING A PART OF THOSE TRACTS CONVEYED TO W. W. WILLIAMS BY DEEDS RECORDED IN VOLUME 21, PAGE 266, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 34, PAGE 179, VOLUME 36, PAGE 150, VOLUME 60, PAGE 347 AND VOLUME 61, PAGE 611, DEED RECORDS OF MARTIN COUNTY, TEXAS, SAID 1,616.09 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/4" GIP FOUND IN CONCRETE FOR THE SW CORNER OF SECTION 6, BLOCK 38, T-1-N, SAME BEING THE NW CORNER OF SAID SECTION 14 FOR THE MOST WESTERLY NW CORNER OF THIS TRACT;

THENCE N.78°29'11"E. 5388.47 FEET ALONG THE NORTH LINE OF SAID SECTION 14 AND THE SOUTH LINE OF SAID SECTION 6 TO A 1/2" REINF BAR SET IN COUNTY ROAD C-2590 FOR A CORNER OF THIS TRACT, SAME BEING THE SE CORNER OF SAID SECTION 6 AND THE NE CORNER OF SAID SECTION 14 AND THE NW CORNER OF SAID SECTION 15 AND THE SW CORNER OF SAID SECTION 5 FOR A CORNER OF THIS TRACT;

THENCE N.13°21'47"W. 2653.81 FEET ALONG THE WEST LINE OF SAID SECTION 5 AND THE EAST LINE OF SAID SECTION 6 TO A POINT FOR THE MOST NORTHERLY NW CORNER OF THIS TRACT, FROM WHICH A 1/2" REINF BAR BEARS S.42°15'58"E. 36.20 FEET;

THENCE N.76°27'04"E. 5261.16 FEET ALONG THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF THE NORTH HALF OF SECTION 5 TO A POINT FOR THE NE CORNER OF THIS TRACT IN THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 (A 100 FOOT RIGHT-OF-WAY), FROM W

THENCE S.13°23'54"E. 7963.21 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF F. M. HIGHWAY 1212 TO A POINT FOR THE SE CORNER OF THIS TRACT;

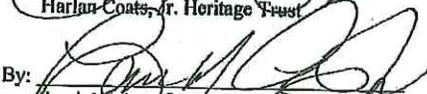
THENCE S.76°28'09"W. 10629.87 FEET ALONG THE SOUTH LINE OF SAID SECTION 15 AND 14 TO A 1/2" REINF BAR SET FOR THE SW CORNER OF THIS TRACT, SAME BEING THE SW CORNER OF SAID SECTION 14, FROM WHICH A 2" GIP FOUND BEAR S.576°28'49"W. 15.36 FEET;

THENCE N.13°31'17"W 5309.37 FEET ALONG THE WEST LINE OF SAID SECTION 14 TO THE PLACE OF BEGINNING.

EXECUTED this 13th day of August, 2012.

GRANTOR:

By: 
Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust

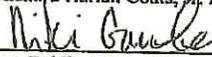
By: 
Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was personally acknowledged before me on this 13th day of August, 2012, by Frank M. Agar, Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust.




Notary Public, State of Texas
My Commission Expires: 2-5-2015

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

The foregoing instrument was personally acknowledged before me on this 13th day of August, 2012, by Frank M. Agar, Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust.



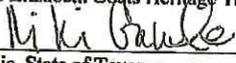

Notary Public, State of Texas
My Commission Expires: 2-5-2015

EXHIBIT 2

DESCRIPTION AND LOCATION OF THE APPLICANT'S QUALIFIED INVESTMENT

All Qualified Property owned or leased by the Applicant and located within the boundaries of both the Stanton Independent School District and the *Atlas Westtex Reinvestment Zone* first placed in service after September 4, 2014 will be included in and subject to this Agreement. Specifically, all Qualified Property of the Applicant located in the sections of land identified in **EXHIBIT 1**.

EXHIBIT 3

DESCRIPTION AND LOCATION OF QUALIFIED PROPERTY

This Agreement covers all qualified property within Stanton ISD necessary for the commercial operations of the proposed manufacturing facility described in Tab 4 of the Application. Qualified property includes, but is not limited to:

- (a) Buildings, Foundations, Inlet Separator, Amine Unit, Boilers, Heat Exchangers, Natural Gas/Air/H2O Piping, Control
- (b) Valves, Dehydration Units, Knock out Drums, Slug Catcher, Compressors, Vessels, Heat Exhcanger, SCADA plus controls
- (c) ENVIRONMENTAL: (A) Flare-Stack, Scrubber, Leal: Detection; (L) Liners, Containment