

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

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by and between

**STANTON INDEPENDENT SCHOOL DISTRICT**

and

**ATLAS PIPELINE MID-CONTINENT WESTTEX LLC**

*(Texas Taxpayer ID # 14217331074)*

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TEXAS COMPTROLLER APPLICATION NUMBER 1019

Dated

December 8, 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**

**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:

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:

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](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

TEXAS COMPTROLLER APPLICATION NUMBER 1019

December 8, 2014

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

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

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 7<sup>th</sup> 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, 3<sup>rd</sup>, 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 "Grantees"), 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 in 2621 Sunning Avenue, Lubbock, Texas 79407, (hereinafter referred to as "Grantee"), 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 1/4" 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 105.8 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 Tunt 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 5234.66 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 Tunt 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.

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.

**TECHNICAL 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 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.

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 3<sup>rd</sup> day of December, 1999.

Wesley Williams, III  
WESLEY W. WILLIAMS, III

\_\_\_\_\_  
PAMELA EAMES

\_\_\_\_\_  
TRACIE WATERS

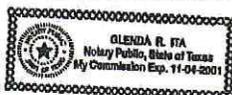
THE STATE OF TEXAS §  
COUNTY OF HARRIS §

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. Fia  
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

906

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

**WARRANTY DEED**

Date: The 26<sup>th</sup> day of July 2001.

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

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

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

Grantee's Mailing Address (including county): 4421 19<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> 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 19<sup>th</sup> 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. Agnev, 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 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 3B 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 3B 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 3B, 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 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 Fant 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 conveys 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, 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, Jr.  
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 A. Agnew  
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 Januagy AD 2007 AT 4:30 O'CLOCK PM  
INSTRUMENT NO 73

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

GF# 1102-001-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 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 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 Grantor'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.

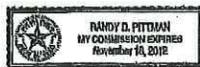
When the context requires, singular nouns and pronouns include the plural.

  
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 (1/4<sup>th</sup>) 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 1<sup>st</sup> 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 1<sup>st</sup> day of August, 2012, by Richard H. Coats, as President of Cactus Energy, Inc., a Texas Corporation, on behalf of said corporation.



*Niki Guille*  
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. 6398.47 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°23'64"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 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.37°-23'48"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 (1/4<sup>th</sup>) 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.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. 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°28'49"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 13<sup>th</sup> day of August, 2012.

**GRANTOR:**

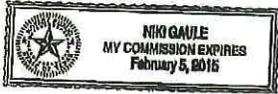
By:   
Frank M. Agar Jr., Trustee of the Richard Harlan Coats, Jr. Heritage Trust

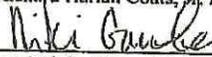
By:   
Frank M. Agar Jr., Trustee of the Adrienne Elizabeth Coats Heritage Trust

**ACKNOWLEDGMENTS**

STATE OF TEXAS                   §  
   §  
COUNTY OF MIDLAND           §

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

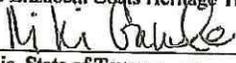


  
Notary Public, State of Texas  
My Commission Expires: 2-5-2015

STATE OF TEXAS                   §  
   §  
COUNTY OF MIDLAND           §

The foregoing instrument was personally acknowledged before me on this 13<sup>th</sup> 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