

**AMENDMENT NO. 1**  
**TO AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR**  
**SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES**  
**BETWEEN PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT AND**  
**MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C.**  
*(Comptroller Application No. 1421)*

This **AMENDMENT NO. 1 TO THE AGREEMENT FOR LIMITATION ON APPRAISED VALUE OF PROPERTY FOR SCHOOL DISTRICT MAINTENANCE AND OPERATIONS TAXES** (this "AMENDMENT NO. 1") is entered into by and between **PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT** (the "District"), a lawfully created independent school district of the State of Texas operating under and subject to the Texas Education Code, and **MARKWEST ENERGY WEST TEXAS GAS COMPANY, L.L.C.**, a Delaware limited liability company, Texas Taxpayer Identification Number *32057041306* ("Applicant"). The Applicant and the District may hereafter be referred together as the "Parties" and individually as a "Party." Undefined capitalized terms herein shall have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, on or about January 16, 2020, pursuant to Chapter 313 of the Texas Tax Code, after conducting a public hearing on the matter, the District made factual findings (the "Findings of Fact"), and passed, approved, and executed that certain Agreement for Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes dated January 16, 2020, by and between the District and Applicant (the "Agreement");

**WHEREAS**, on June 18, 2020, pursuant to Section 10.2 of the Agreement, the Applicant requested to modify the projected timeline, update schedules A1 – D; and update the School District Representative.

**WHEREAS**, the Parties notified the Texas Comptroller of Public Accounts (the "Comptroller") of the Amended Application and the request for this AMENDMENT NO. 1, and the Comptroller issued its notice of completeness on July 24, 2020, and issued its amended certification of the Amended Application on July 24, 2020, and approved the form of this AMENDMENT NO. 1 on November 3, 2020; and

**WHEREAS**, on November 16, 2020, the Board of Trustees determined that this AMENDMENT NO. 1 is in the best interest of the District and the State of Texas and is consistent with and authorized by Chapter 313 of the Texas Tax Code, and hereby approves this AMENDMENT NO. 1 and authorizes the Board President and Secretary or in the event the Board President and Secretary are unavailable or have disclosed a conflict of interest, the Board of Trustees has authorized the Board Vice President, to execute and deliver such Agreement to the Applicant.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual benefits to be derived by the Parties and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, and in compliance with Section 10.2 of the Agreement, the undersigned Parties agree to amend the Agreement as follows:

1. **Amendments.** The Agreement is hereby amended as follows:

**A. Section 2.3. TERM OF THE AGREEMENT.**

C. The Qualifying Time Period for this Agreement:

- I. Starts on January 1, 2023, a date not later than January 1 of the fourth Tax Year following the Application Approval Date for deferrals, as authorized by §313.027(h) of the TEXAS TAX CODE; and
- II. Ends on December 31, 2024, the last day of the second complete Tax Year following the Qualifying Time Period start date.

D. The Tax Limitation Period for this Agreement:

- I. Starts on January 1, 2025, first complete Tax Year that begins after the end of the Qualifying Time Period; and
- II. Ends on December 31, 2034.
- III. The Final Termination Date for this Agreement is December 31, 2039

**B. Section 10.1. INFORMATION AND NOTICES**

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

- Superintendent of Schools
- PECOS-BARSTOW-TOYAH INDEPENDENT SCHOOL DISTRICT
- 1301 S Eddy St
- Pecos, TX 79772
- Phone: (432)-447-7201
- [bjaco@pbtisd.esc18.net](mailto:bjaco@pbtisd.esc18.net)

2. **Effect.** Except as modified and amended by the terms of this AMENDMENT NO. 1, all of the terms, conditions, provisions and covenants of the Findings of Fact and Agreement are ratified and shall remain in full force and effect, and the Agreement and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document and the Findings of Fact and this AMENDMENT NO. 1 shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this AMENDMENT NO. 1 and the Agreement or this AMENDMENT NO. 1 and the Findings of Fact; the terms of this AMENDMENT NO. 1 shall prevail. A copy of this AMENDMENT NO. 1 shall be delivered to the Texas Comptroller to be posted to the Texas Comptroller's internet website. A copy of this AMENDMENT NO. 1 shall be recorded with the official Minutes of the meeting at which it has been approved on November 16, 2020.

3. **Binding on Successors and Assigns.** The Agreement, as amended by this AMENDMENT NO. 1, shall be binding upon and inure to the benefit of the Parties and each other person and entity having any interest therein during their ownership thereof, and their respective successors and assigns.

4. **Counterparts.** This AMENDMENT NO. 1 may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the District and Applicant have caused this AMENDMENT NO. 1 to be executed and delivered by their duly authorized representatives on this 16<sup>th</sup> day of November, 2020.

**MarkWest Energy West  
Texas Gas Company, L.L.C.**

**PECOS-BARSTOW-TOYAH INDEPENDENT  
SCHOOL DISTRICT**

By: Nicole M. Burgy  
Nicole M. Burgy (f/k/a Nicole M. Busey),  
Assistant Secretary

By: [Signature]  
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

By: Gail Boy  
SECRETARY, BOARD OF TRUSTEES

OR IN THE EVENT OF A CONFLICT OF INTEREST

By: \_\_\_\_\_  
VICE PRESIDENT, BOARD OF TRUSTEES