

SPECIAL, 12/23/2013 1:30:00 PM

BE IT REMEMBERED that on December 23, 2013, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable G. Mitch Woods, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Shelia Briggs, Deputy County Clerk

When the following proceedings were had and orders made, to-wit:

Notice of Meeting and Agenda and Minutes
December 23, 2013

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
December 23, 2013**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **23rd** day of **December 2013** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

1. Consider and approve, execute, receive and file a renewal for (IFB 09-161/KJS), Term Contract for Cafeteria Service for the Jefferson County Courthouse with John Paul's for a fourth additional one (1) year renewal from January 23, 2014 to January 22, 2015.

SEE ATTACHMENTS ON PAGES 7 - 7

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

2. Regular County Bills - check #388570 through check #388824.

SEE ATTACHMENTS ON PAGES 8 - 17

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY CLERK:

3. Consider and possibly approve expenditure from County Clerk's records management fund in the amount of \$10,967.67 to purchase dual monitors and video cards for (4) scanning workstations, and for (1) replacement Minolta MS6000 microfilm reader/printer.

SEE ATTACHMENTS ON PAGES 18 - 20

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

4. Consider the Resolution Approving Action of Jefferson County Industrial Development Corporation as to a Thirteenth Supplemental Trust Indenture and Security Agreement and Relating to the Remarketing on December 30, 2013 of its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, LLC Project) Series 2010 and related matters.

SEE ATTACHMENTS ON PAGES 21 - 25

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

5. Consider, possibly approve and receive and file renewal of the Golden Pass Reinvestment Zone, pursuant to Section 312.203, Texas Property Redevelopment and Tax Abatement Act.

SEE ATTACHMENTS ON PAGES 26 - 45

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

Abstained: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

6. Consider and possibly approve, execute, receive and file reappointment of Doug Almond to the Jefferson County Emergency Services District # 3 Board of Commissioners for a 2 year term effective January 01, 2015.

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
December 23, 2013

7. Consider and possibly approve the re-appointments as Commissioners for the Sabine Neches Navigation District. Appointments for these positions are for two year terms to begin January, 2014: These appointments are hereby approved by the Commissioners Court of Jefferson County, Texas this 23rd day of December, 2013. Judge Branick: Mr. Paul Beard- Commissioner Arnold: Mr. Jim Rich- Commissioner Weaver: Mr. Rick Lewis- Commissioner Sinegal: Mr. Joe Johnson- Commissioner Alfred: Mr. Kenneth Duhon

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

8. Consider, possibly approve and receive and file a property tax abatement between XL Systems and Jefferson County pursuant to 312.401, Texas Tax Code (Property Redevelopment and Tax Abatement Act.)

SEE ATTACHMENTS ON PAGES 46 - 83

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

ENGINEERING:

9. Consider and possibly approve Overweight Vehicle Permit 05-OW-13 to Square Mile Energy, LLC for oil and gas drilling rig haul route. This project is located in Precincts 1 and 4.

SEE ATTACHMENTS ON PAGES 84 - 93

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Alfred

Action: APPROVED

Other Business:

THE NEXT COMMISSIONERS COURT MEETING WILL BE JANUARY 6, 2014.

Receive reports from Elected Officials and staff on matters of community interest without taking action.

Notice of Meeting and Agenda and Minutes
December 23, 2013

*****DISCUSSION ON ANY OTHER ITEM NOT ON AGENDA WITHOUT
TAKING ACTION.**

Jeff R. Branick
County Judge

Contract Renewal for IFB 09-161/KJS
Term Contract for Cafeteria Service for the Jefferson County Courthouse

The County entered into a contract with John Paul's for one (1) year, from January 25, 2010 to January 24, 2011, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional (1) one year renewal from January 23, 2014 to January 22, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff R. Branick, County Judge

CONTRACTOR:

John Paul's



Paul David Breck

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 1 8
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	332.65	388690
ROAD & BRIDGE PCT.#1		332.65**
APAC, INC. - TROTTI & THOMSOM	6,404.75	388612
CARQUEST AUTO PARTS # 96	65.09	388617
ENTERGY	95.65	388637
M&D SUPPLY	56.04	388652
MUNRO'S	31.45	388657
TRI-CON, INC.	6,829.02	388689
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	388692
THE SIGN MEN	481.66	388704
SOUTHERN TIRE MART, LLC	295.84	388707
A-1 MAIDA FENCE CO.	25.00	388717
UNITED STATES POSTAL SERVICE	.84	388724
MARTIN PRODUCT SALES LLC	617.50	388759
TEXAS AGRILIFE EXTENSION SERVICE	195.00	388769
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
ASCO	295.59	388815
BMI TIRE SHOP	80.00	388824
ROAD & BRIDGE PCT.#2		15,609.33**
APAC, INC. - TROTTI & THOMSOM	229.03	388612
SANITARY SUPPLY, INC.	180.00	388670
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	388692
TED'S UPHOLSTERY	135.00	388710
CENTERPOINT ENERGY RESOURCES CORP	131.10	388749
TRIDENT PETROLEUM EQUIPMENT	615.64	388758
DE LAGE LANDEN PUBLIC FINANCE	104.00	388795
MEMBER'S BUILDING MAINTENANCE LLC	74.75	388820
ROAD & BRIDGE PCT. # 3		1,548.64**
APAC, INC. - TROTTI & THOMSOM	960.24	388612
EASTEX FARM & HOME SUPPLY	44.60	388628
ENTERGY	28.05	388637
MUNRO'S	22.45	388657
STRATTON INC.	37.74	388697
AUTO ZONE	44.31	388705
HOWARD'S AUTO SUPPLY	29.60	388709
LOWE'S HOME CENTERS, INC.	43.43	388735
DE LAGE LANDEN PUBLIC FINANCE	154.80	388795
BARRON TIRE SERVICE	230.00	388803
ROAD & BRIDGE PCT.#4		1,595.22**
APAC, INC. - TROTTI & THOMSOM	3,481.17	388612
COASTAL WELDING SUPPLY	45.00	388621
EASTEX FARM & HOME SUPPLY	7,066.43	388628
GCR BEAUMONT TRUCK TIRE CENTER	8,510.80	388633
CASH ADVANCE ACCOUNT	451.40	388645
T. JOHNSON INDUSTRIES, INC.	389.00	388646
M&D SUPPLY	55.82	388652
MUNRO'S	55.33	388657
OIL CITY TRACTORS, INC.	13,965.69	388660
AT&T	72.88	388675
TRI-CON, INC.	5,066.21	388689
WASTE MGT. GOLDEN TRIANGLE, INC.	62.54	388693
ZEE MEDICAL SERVICE	215.67	388703
UNITED STATES POSTAL SERVICE	6.48	388724
MARTIN PRODUCT SALES LLC	360.89	388759
DE LAGE LANDEN PUBLIC FINANCE	45.68	388795
SCHOOLSIN	398.50	388804
ENGINEERING FUND		40,249.49**
DLT SOLUTIONS INC.	513.03	388610
OFFICE DEPOT	106.42	388659
TRI-CITY COFFEE SERVICE	214.45	388690
VERIZON WIRELESS	308.37	388720

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 2 9
NAME	AMOUNT	CHECK NO. TOTAL
DE LAGE LANDEN PUBLIC FINANCE	105.34	388795
BRADLEY STAFFORD	56.73	388810
		1,304.34**
PARKS & RECREATION		
FARM & HOME SUPPLY	51.28	388630
TRIANGLE WASTE SOLUTIONS	310.80	388753
		362.08**
GENERAL FUND		
JEFFERSON CTY CHILD WELFARE BOARD	911.82	388770
TAX OFFICE		911.82*
SOUTHEAST TEXAS WATER	237.95	388674
UNITED STATES POSTAL SERVICE	1,683.68	388724
DE LAGE LANDEN PUBLIC FINANCE	506.82	388795
		2,428.45*
COUNTY HUMAN RESOURCES		
MOORMAN & ASSOCIATES, INC.	600.00	388656
UNITED STATES POSTAL SERVICE	9.41	388724
DE LAGE LANDEN PUBLIC FINANCE	105.34	388795
		714.75*
AUDITOR'S OFFICE		
OFFICE DEPOT	144.88	388659
TEXAS ASSN. OF COUNTY AUDITORS	415.00	388686
UNITED STATES POSTAL SERVICE	22.64	388724
DE LAGE LANDEN PUBLIC FINANCE	148.43	388795
		730.95*
COUNTY CLERK		
OFFICE DEPOT	214.69	388659
UNITED STATES POSTAL SERVICE	469.38	388724
		684.07*
COUNTY JUDGE		
CHEROKEE COUNTY CLERK	407.00	388626
LAIRO DOWDEN, JR.	1,000.00	388627
KEVIN PAULA SEKALY PC	1,000.00	388671
UNITED STATES POSTAL SERVICE	4.68	388724
THE YOE'S LAW FIRM, LLP	500.00	388754
FRED JACKSON	20.00	388772
HARVEY L WARREN III	500.00	388786
DE LAGE LANDEN PUBLIC FINANCE	105.34	388795
		3,537.02*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	77.38	388724
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
		77.78*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	180.56	388724
DE LAGE LANDEN PUBLIC FINANCE	105.34	388795
		285.90*
PRINTING DEPARTMENT		
DE LAGE LANDEN PUBLIC FINANCE	1,198.98	388795
		1,198.98*
PURCHASING DEPARTMENT		
UNITED STATES POSTAL SERVICE	3.88	388724
DE LAGE LANDEN PUBLIC FINANCE	105.34	388795
		109.22*
GENERAL SERVICES		
JEFFERSON CTY. APPRAISAL DISTRICT	253,812.32	388644
CASH ADVANCE ACCOUNT	40.00	388645
OLMSTED-KIRK PAPER	1,926.00	388661

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
REGION V EDUCATION SERVICE CENTER	500.00	388666
TIME WARNER COMMUNICATIONS	192.23	388679
TRI-CITY COFFEE SERVICE	88.30	388690
TEXAS COFFEE COMPANY	83.34	388711
TOWER COMMUNICATIONS, INC.	2,435.00	388722
ALLISON, BASS & ASSOCIATES, LLP	308.50	388740
DYNAMEX INC	224.10	388822
		259,609.79*
DATA PROCESSING		
GUARDIAN FORCE	36.00	388600
DE LAGE LANDEN PUBLIC FINANCE	148.43	388795
		184.43*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	973.85	388724
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		1,047.21*
ELECTIONS DEPARTMENT		
RYDER TRANSPORTATION SERVICES	881.99	388605
CASH ADVANCE ACCOUNT	876.00	388645
ELECTION SYSTEMS & SOFTWARE, INC.	4,434.00	388716
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		6,265.35*
DISTRICT ATTORNEY		
OFFICE DEPOT	158.87	388659
UNITED STATES POSTAL SERVICE	409.91	388724
DE LAGE LANDEN PUBLIC FINANCE	636.38	388795
		1,205.16*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	178.98	388724
DE LAGE LANDEN PUBLIC FINANCE	125.46	388795
		304.44*
CRIMINAL DISTRICT COURT		
DAVID GROVE	900.00	388603
A. MARK FAGGARD	600.00	388629
JIMMY D. HAMM	800.00	388640
HERBERT L. JAMISON & CO.	1,727.93	388642
MIKE LAIRD, ATTORNEY AT LAW	800.00	388651
UNITED STATES POSTAL SERVICE	1.61	388724
CAROLYN WIEDENFELD	800.00	388736
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
		5,706.94*
58TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
		77.40*
60TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		73.36*
136TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	1.92	388724
LEXIS-NEXIS	51.00	388725
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		126.28*
172ND DISTRICT COURT		
LEXIS-NEXIS	51.00	388725
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
		128.40*
252ND DISTRICT COURT		
GAYLYN COOPER	250.00	388602
DOUGLAS M. BARLOW, ATTORNEY AT LAW	33,712.50	388614
BRUCE W. COBB	250.00	388622
BRUCE N. SMITH	600.00	388673
UNITED STATES POSTAL SERVICE	155.19	388724

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
LEXIS-NEXIS	51.00	388725
MAGNOLIA MISSIONARY BAPTIST CHURCH	250.00	388742
JOEL WEBB VAZQUEZ	900.00	388746
SUMMER TANNER	664.45	388760
CULLEN KIKER	400.00	388781
ALEX BILL III	900.00	388797
RIGHT TIME EDUCATIONAL SUPPORT SYS.	250.00	388805
		38,383.14*
279TH DISTRICT COURT		
DAVID GROVE	742.50	388603
LAIRO DOWDEN, JR.	75.00	388627
JIMMY D. HAMM	325.00	388640
ANITA F. PROVO	300.00	388665
UNITED STATES POSTAL SERVICE	.38	388724
LEXIS-NEXIS	51.00	388725
GLEN M. CROCKER	650.00	388727
KIMBERLY PHELAN, P.C.	225.00	388756
TONYA CONNELL TOUPS	225.00	388766
JONATHAN L. STOVALL	300.00	388790
STEFANIE L. ADAMS, ATTORNEY AT LAW	75.00	388791
DE LAGE LANDEN PUBLIC FINANCE	285.95	388795
REALTIME REPORTING SERVICES INC.	1,253.95	388796
GORDON D. FRIESZ	1,000.00	388801
		5,508.78*
317TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	10.19	388724
LEXIS-NEXIS	51.00	388725
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
		138.59*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	40.69	388724
DE LAGE LANDEN PUBLIC FINANCE	125.00	388795
		165.69*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	2.64	388724
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		76.00*
JUSTICE COURT-PCT 4		
AT&T	72.88	388675
DE LAGE LANDEN PUBLIC FINANCE	104.00	388795
		176.88*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	34.74	388724
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		108.10*
JUSTICE OF PEACE PCT. 8		
OFFICE DEPOT	122.76	388659
DE LAGE LANDEN PUBLIC FINANCE	265.00	388795
		387.76*
COUNTY COURT AT LAW NO.1		
LEXIS-NEXIS	43.00	388725
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		116.36*
COUNTY COURT AT LAW NO. 2		
GAYLYN COOPER	250.00	388602
KEVIN S. LAINE	250.00	388708
UNITED STATES POSTAL SERVICE	10.37	388724
LANGSTON ADAMS	300.00	388738
LAURIE PEROZZO	250.00	388784
		1,060.37*
COUNTY COURT AT LAW NO. 3		
DAVID GROVE	250.00	388603
CHARLES ROJAS	250.00	388714

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
JOHN D WEST	250.00	388718
UNITED STATES POSTAL SERVICE	20.35	388724
JOEL WEBB VAZQUEZ	250.00	388746
COURT MASTER		1,020.35*
UNITED STATES POSTAL SERVICE	2.49	388724
LEXIS-NEXIS	51.00	388725
DE LAGE LANDEN PUBLIC FINANCE	104.00	388795
MEDIATION CENTER		157.49*
BEAUMONT TROPHIES	801.70	388615
SOUTHEAST TEXAS WATER	29.80	388674
TEXAS ASSN. OF MEDIATORS	199.00	388682
TEXAS ASSN. OF MEDIATORS	45.00	388683
TEXAS ASSN. OF MEDIATORS	50.00	388684
TEXAS ASSN. OF MEDIATORS	50.00	388685
UNITED STATES POSTAL SERVICE	5.98	388724
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
TAMMY BOOKER	11.75	388812
COMMUNITY SUPERVISION		1,266.59*
DE LAGE LANDEN PUBLIC FINANCE	332.16	388795
SHERIFF'S DEPARTMENT		332.16*
CASH ADVANCE ACCOUNT	480.78	388645
KAY ELECTRONICS, INC.	75.50	388648
MOORMAN & ASSOCIATES, INC.	1,200.00	388656
OFFICE DEPOT	65.10	388659
PHILPOTT MOTORS, INC.	45,209.54	388663
TEXAS DEPT OF LICENSING &	350.00	388687
UNITED STATES POSTAL SERVICE	169.02	388724
BEAUMONT OCCUPATIONAL SERVICE, INC.	388.05	388731
FIVE STAR FEED	129.80	388744
CODE BLUE	900.00	388745
DE LAGE LANDEN PUBLIC FINANCE	977.64	388795
RITA HURT	550.00	388806
SORENSEN FORENSIC	788.00	388809
CRIME LABORATORY		51,283.43*
ACCUTOX, INC.	1,065.23	388598
AGILENT TECHNOLOGIES	191.00	388606
COASTAL WELDING SUPPLY	15.00	388621
WASTE MGT. GOLDEN TRIANGLE, INC.	130.00	388692
WHOLESALE ELECTRIC SUPPLY CO.	109.48	388701
CDW COMPUTER CENTERS, INC.	758.56	388713
CAYMAN CHEMICAL COMPANY	331.00	388787
DE LAGE LANDEN PUBLIC FINANCE	104.00	388795
JAIL - NO. 2		2,704.27*
JOHNSTONE SUPPLY	83.62	388604
S.E. TEXAS PULMONARY ASSOC	450.00	388609
CERTIFIED LABORATORIES	374.56	388618
COBURN'S, BEAUMONT BOWIE (1)	223.89	388623
W.W. GRAINGER, INC.	184.89	388635
JACK BROOKS REGIONAL AIRPORT	2,061.90	388643
KOMMERICAL KITCHENS	59.00	388650
M&D SUPPLY	101.80	388652
MOORE SUPPLY, INC.	2,891.52	388655
OFFICE DEPOT	1,179.12	388659
PETTY CASH - SHERIFF'S OFFICE	237.00	388662
SANITARY SUPPLY, INC.	2,948.08	388670
AT&T	1,356.93	388675
TIBH INDUSTRIES, INC.	2,349.04	388681
WALKER SCALE & EQUIP. CO.	431.92	388691
WASTE MGT. GOLDEN TRIANGLE, INC.	130.50	388692
WESCO DISTRIBUTION, INC.	263.22	388696
WHOLESALE ELECTRIC SUPPLY CO.	61.07	388701

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
WILLBANKS & ASSOCIATES	508.86	388702
CUMMINS SOUTHERN PLAINS	1,550.40	388712
LOWE'S HOME CENTERS, INC.	284.71	388735
LONE STAR UNIFORMS, INC.	533.95	388737
TASER INTERNATIONAL	811.95	388748
OPEN TECH	627.08	388761
WORLD FUEL SERVICES	1,915.45	388785
FIVE STAR CORRECTIONAL SERVICE	34,681.07	388788
DE LAGE LANDEN PUBLIC FINANCE	1,366.16	388795
TITAN TESTING	200.00	388798
SHOE CORPORATION OF BIRMINGHAM INC	198.24	388799
LIQUID CAPITAL EXCHANGE INC	1,750.74	388800
INDUSTRIAL & COMMERCIAL MECHANICAL	4,714.42	388808
KROPP HOLDINGS INC	453.26	388818
		64,984.35*
JUVENILE PROBATION DEPT.		
UNITED STATES POSTAL SERVICE	55.43	388724
DEANDRIA CHARLES	114.70	388780
DE LAGE LANDEN PUBLIC FINANCE	221.79	388795
		391.92*
JUVENILE DETENTION HOME		
CASH ADVANCE ACCOUNT	522.15	388645
WASTE MGT. GOLDEN TRIANGLE, INC.	495.21	388693
CENTERPOINT ENERGY RESOURCES CORP	986.67	388749
		2,004.03*
CONSTABLE PCT 1		
CLASSIC TINT	129.00	388611
UNITED STATES POSTAL SERVICE	100.02	388724
DE LAGE LANDEN PUBLIC FINANCE	332.00	388795
		561.02*
CONSTABLE-PCT 4		
AT&T	36.44	388675
DE LAGE LANDEN PUBLIC FINANCE	229.00	388795
		265.44*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	11.52	388724
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		84.88*
CONSTABLE PCT. 7		
US POSTAL SERVICE	138.00	388728
		138.00*
CONSTABLE PCT. 8		
DE LAGE LANDEN PUBLIC FINANCE	332.00	388795
		332.00*
AGRICULTURE EXTENSION SVC		
STARLA B. GARLICK	398.40	388601
PEGGY COLEMAN	11.87	388624
UNITED STATES POSTAL SERVICE	6.62	388724
BARBARA EVANS	309.92	388776
DE LAGE LANDEN PUBLIC FINANCE	148.43	388795
EMILEE BEAN	175.00	388819
		1,050.24*
HEALTH AND WELFARE NO. 1		
CITY OF BEAUMONT	40.00	388608
CALVARY MORTUARY	1,825.00	388616
ENTERGY	210.00	388638
THE MEDICAL LETTER	49.00	388654
NATIONAL SAFETY COUNCIL	187.50	388658
PHYSICIAN SALES & SERVICE, INC.	181.68	388664
UNITED STATES POSTAL SERVICE	79.22	388724
CENTERPOINT ENERGY RESOURCES CORP	56.23	388750
TINA CHAMPAGNE	64.98	388774
DE LAGE LANDEN PUBLIC FINANCE	480.43	388795
		3,174.04*
HEALTH AND WELFARE NO. 2		

PGM: GMCOMMV2	DATE 12-23-2013	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
GABRIEL FUNERAL HOME, INC.	1,500.00	388634
ENTERGY	225.74	388639
THE MEDICAL LETTER	49.00	388654
NATIONAL SAFETY COUNCIL	187.50	388658
PHYSICIAN SALES & SERVICE, INC.	1,236.33	388664
TIME WARNER COMMUNICATIONS	74.97	388676
TIME WARNER COMMUNICATIONS	74.97	388680
WASTE MGT. GOLDEN TRIANGLE, INC.	68.12	388692
DE LAGE LANDEN PUBLIC FINANCE	178.70	388795
		3,595.33*
NURSE PRACTITIONER		
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		73.36*
CHILD WELFARE UNIT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	318.95	388731
J.C. PENNEY'S	672.80	388732
SEARS COMMERCIAL CREDIT	282.90	388733
		1,274.65*
ENVIRONMENTAL CONTROL		
AT&T	35.25	388675
US POSTAL SERVICE	322.00	388729
		357.25*
INDIGENT MEDICAL SERVICES		
KINGS PHARMACY	296.69	388607
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	388768
CARDINAL HEALTH 110 INC	20,863.81	388817
		24,933.50*
MAINTENANCE-BEAUMONT		
GUARDIAN FORCE	36.00	388600
CINTAS, INC.	200.06	388619
M&D SUPPLY	42.50	388652
WASTE MGT. GOLDEN TRIANGLE, INC.	1,889.08	388693
OPEN TECH	1,668.50	388761
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
		3,909.50*
MAINTENANCE-PORT ARTHUR		
GUARDIAN FORCE	123.00	388600
ALL-PHASE ELECTRIC SUPPLY	124.00	388625
FAST SIGNS, INC.	2,404.00	388631
ENTERGY	151.48	388637
DE LAGE LANDEN PUBLIC FINANCE	150.76	388795
ROADTRAFFICSIGNS.COM	501.51	388821
		3,454.75*
MAINTENANCE-MID COUNTY		
SANITARY SUPPLY, INC.	1,065.68	388670
ACE IMAGEWEAR	54.22	388672
WASTE MGT. GOLDEN TRIANGLE, INC.	72.50	388692
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	388694
LOWE'S HOME CENTERS, INC.	32.50	388735
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795
MEMBER'S BUILDING MAINTENANCE LLC	1,004.62	388820
		2,386.04*
SERVICE CENTER		
GULF COAST SCREW & SUPPLY	13.99	388636
KINSEL FORD, INC.	48.71	388649
PHILPOTT MOTORS, INC.	103.45	388663
WHITE TIRE	21.25	388700
VOYAGER FLEET SYSTEM INC.	16,041.08	388743
BUMPER TO BUMPER	407.00	388747
AIRPORT GULF TOWING LLC	95.00	388757
AMERICAN TIRE DISTRIBUTORS	440.44	388777
UNIFIRST HOLDINGS INC	17.20	388782
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795
MIGHTY OF SOUTHEAST TEXAS	136.13	388802
		17,397.61*
VETERANS SERVICE		

PGM: GMCOMMV2	DATE 12-23-2013		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.11	388724	
HILARY GUEST	122.12	388739	
DE LAGE LANDEN PUBLIC FINANCE	464.62	388795	
			592.85*
			519,254.42**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	201.60	388643	
MUNRO'S	98.95	388657	
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	388692	
CENTERPOINT ENERGY RESOURCES CORP	239.13	388749	
DE LAGE LANDEN PUBLIC FINANCE	73.36	388795	
			692.16**
FAMILY GROUP CONFERENCING			
DE LAGE LANDEN PUBLIC FINANCE	77.40	388795	
			77.40**
J.C. FAMILY TREATMENT CT.			
BEAUMONT OCCUPATIONAL SERVICE, INC.	288.80	388731	
			288.80**
LAW LIBRARY FUND			
JAMES PUBLISHING, INC.	87.94	388641	
JONES MCCLURE PUBLISHING, INC.	91.00	388647	
THOMSON REUTERS-WEST	759.00	388816	
			937.94**
HAMPSHIRE H2O & SEWER III			
DAVID J. WAXMAN, INC.	3,750.00	388695	
			3,750.00**
JUVENILE TJPC-A-2012-123			
BI INCORPORATED	132.00	388715	
YOUTH ADVOCATE PROGRAM	4,248.01	388764	
LATONYA DOUCET	130.52	388771	
BRIA LYNCH	20.91	388775	
WILBERT PIERRE	103.40	388807	
			4,634.84**
JUVENILE PROB & DET. FUND			
HARRISON COUNTY JUVENILE SERVICES	10,980.00	388734	
			10,980.00**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	646.17	388599	
FED EX	25.25	388632	
SAM HOUSTON STATE UNIVERSITY	600.00	388669	
TIME WARNER COMMUNICATIONS	74.97	388677	
WASTE MGT. GOLDEN TRIANGLE, INC.	136.24	388693	
UNITED STATES POSTAL SERVICE	132.54	388724	
BARNES & NOBLE	164.52	388741	
ABSHIRE INTERPRETING SERVICES	220.00	388767	
DOUGLAS SALISBURY	14.99	388779	
			2,014.68**
JEFF. CO. WOMEN'S CENTER			
AT&T	126.22	388675	
DE LAGE LANDEN PUBLIC FINANCE	292.40	388795	
			418.62**
HIGH RISK CASELOAD GRANT			
MARK M ASTERIS JR.	131.08	388613	
			131.08**
COMMUNITY CORRECTIONS PRG			
CDW COMPUTER CENTERS, INC.	1,836.57	388713	
DE LAGE LANDEN PUBLIC FINANCE	115.38	388795	
			1,951.95**
DRUG DIVERSION PROGRAM			
DE LAGE LANDEN PUBLIC FINANCE	115.38	388795	
			115.38**
COUNTY RECORDS MANAGEMENT			

PGM: GMCOMMV2	DATE 12-23-2013	AMOUNT	CHECK NO.	PAGE: 9 16 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	.77	388724		.77**
UNCLAIMED FUNDS MGMT FUND				
MICHAEL JOSEPH ZENO	85.00	388823		85.00**
HOTEL OCCUPANCY TAX FUND				
MAVERICK COMMUNICATIONS, INC.	152.19	388653		
MUNRO'S	86.50	388657		
TIME WARNER COMMUNICATIONS	100.65	388678		
WASTE MGT. GOLDEN TRIANGLE, INC.	79.12	388692		
UNITED STATES POSTAL SERVICE	34.65	388724		
DE LAGE LANDEN PUBLIC FINANCE	431.67	388795		884.78**
DISTRICT CLK RECORDS MGMT				
DE LAGE LANDEN PUBLIC FINANCE	210.68	388795		
RICOH USA INC	2,979.66	388811		3,190.34**
COUNTY CLERK HAVA FUND				
ELECTION ADMINISTRATORS LLC	200.00	388813		200.00**
CAPITAL PROJECTS FUND				
TEXAS GENERAL LAND OFFICE	21,828.75	388688		
S.E. TEXAS AUTO EQUIPMENT	1,606.00	388706		
SHIRLEY & SONS CONSTRUCTION CO, INC	394,861.23	388726		
BAILEY'S ARCHITECTS INC	21,425.87	388762		439,721.85**
AIRPORT FUND				
RITTER @ HOME	56.93	388667		
RALPH'S INDUSTRIAL ELECTRONICS	32.29	388668		
WASTE MGT. GOLDEN TRIANGLE, INC.	237.36	388692		
WASTE MGT. GOLDEN TRIANGLE, INC.	433.31	388693		
NEDERLAND HARDWARE SUPPLY	45.40	388698		
NEDERLAND HARDWARE SUPPLY	15.68	388699		
CENTERPOINT ENERGY RESOURCES CORP	804.94	388749		
AERO SPECIALITIES	149.00	388755		
DISH NETWORK	83.62	388763		
ASCENT AVIATION GROUP INC	81,087.53	388773		
HOLES INCORPORATED	2,781.20	388778		
UNIFIRST HOLDINGS INC	86.25	388782		
SIGNATURE GROUP	42,372.00	388792		
DE LAGE LANDEN PUBLIC FINANCE	177.36	388795		
ADVANCE AUTO PARTS	28.84	388814		128,391.71**
SE TX EMP. BENEFIT POOL				
GROUP ADMINISTRATIVE CONCEPTS INC	710.00	388789		710.00**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT	15,320.62	388751		
TRISTAR RISK MANAGEMENT	1,283.92	388752		16,604.54**
SHERIFF'S FORFEITURE FUND				
GPSIT	590.00	388783		590.00**
PAYROLL FUND				
JEFFERSON CTY. - FLEXIBLE SPENDING	10,350.00	388570		
CLEAT	360.00	388571		
JEFFERSON CTY. TREASURER	19,284.99	388572		
RON STADTMUELLER - CHAPTER 13	1,717.50	388573		
INTERNAL REVENUE SERVICE	150.00	388574		
JEFFERSON CTY. ASSN. OF D.S. & C.O.	5,020.00	388575		
JEFFERSON CTY. COMMUNITY SUP.	9,683.78	388576		
JEFFERSON CTY. TREASURER - HEALTH	386,240.82	388577		
JEFFERSON CTY. TREASURER - GENERAL	10.00	388578		

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	1,626,955.71	388579	
JEFFERSON CTY. TREASURER - PAYROLL	651,201.76	388580	
MONEY/MLOA	275.61	388581	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,283.88	388582	
TGSLC	356.85	388583	
UNITED WAY OF BEAUMONT& N JEFFERSON	47.72	388584	
JEFFERSON CTY. TREASURER - TCDRS	582,611.35	388585	
OPPENHEIMER FUNDS DISTRIBUTOR, INC	2,243.31	388586	
JEFFERSON COUNTY TREASURER	2,344.64	388587	
JEFFERSON COUNTY - TREASURER -	4,635.76	388588	
NECHES FEDERAL CREDIT UNION	68,504.18	388589	
JEFFERSON COUNTY - NATIONWIDE	46,149.98	388590	
TENNESSEE CHILD SUPPORT	115.38	388591	
FMS DMS PIONEER	34.62	388592	
SBA - U S DEPARTMENT OF TREASURY	168.49	388593	
CALIFORNIA STATE DISBURSEMENT UNIT	117.23	388594	
U S DEPARTMENT OF TREASURY	157.99	388595	
WILLIAM E HEITKAMP	639.00	388596	
JOHN TALTON	327.69	388597	
		3,422,988.24**	
MARINE DIVISION			
VERIZON WIRELESS	531.86	388719	
SABINE PASS PORT AUTHORITY	460.74	388730	
THE DINGO GROUP-PETE JORGENSEN MARI	10,920.80	388765	
		11,913.40**	
ASAP - CONSTABLE PCT 8			
OFFICE DEPOT	155.91	388659	
		155.91**	
2009 PORT SECURITY			
CITY OF GROVES	389,060.71	388620	
		389,060.71**	
2009 PORT SECURITY ARRA			
ALLCO, INC.	134,689.44	388721	
		134,689.44**	
2012 PORT SECURITY GRANT			
THE DINGO GROUP-PETE JORGENSEN MARI	14,940.00	388765	
		14,940.00**	
		5,170,375.71***	



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DXFW716	2735480	12/17/2013

BILL TO:
JEFFERSON COUNTY
1149 PEARL ST FL 6
MIS DEPT

Accounts Payable
BEAUMONT, TX 77701-3638

Customer Phone #409.835.8447

SHIP TO:
JEFFERSON COUNTY
1149 PEARL ST FL 6
MIS DEPT

BEAUMONT, TX 77701-3638
Contact: VANESSA
LACHNEY 409.835.8447

Customer P.O. # VIDEO CARDS QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS FUCHS 866.339.4117		UPS Ground	Net 30 Days-Govt State/Local	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	2632553	VISIONTEK RADEON 6350 PCIE 1GB DMS59 Mfg#: 900456 Contract: TCPN - Technology Solutions R5106 R5106	94.08	376.32
SUBTOTAL				376.32
FREIGHT				0.00
TAX				0.00
				US Currency
TOTAL				376.32

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.8262

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

12/17/2013 1:00:22 PM

**Thank you. Your eQuote has been saved!**

eQuote # 1016343759796. This eQuote expires on January 31, 2014

Order Contact

eQuote Contact

Vanessa Lachney
 Jefferson County
 (409) 835-8447
 vlachney@co.jefferson.tx.us

Shipping

Shipping Contact

Vanessa Lachney
 Jefferson County
 (409) 835-8447

Shipping Address

1149 Pearl St
 Ste 6th
 Beaumont, TX 77701-3634

Delivery method

no charge delivery

Trade compliance

No, I will not be exporting

Cart Contents

Item	Quantity	Estimated Ship Date	Price
 Dell UltraSharp 23 Monitor - (\$299.99/ea) U2312HM with 3 Year Advanced Exchange Warranty Manufacturer Part#: MHJX3 Dell Part#: U2312H3 Premier Discount	8	12/20/2013	\$2,399.92
			-\$528.00
			\$1,871.92
Subtotal			\$1,871.92
Estimated Shipping			\$0.00
Estimated Tax			\$154.43
Total			\$2,026.35

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Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.



12-09-2013

**Jefferson County Clerk
PO Box 1151
Beaumont, Texas 77704**

Attn: Jamie Smith

Quote:

**Minolta MS6000 with Zoom Lens, Roll Film carrier 20 or 21
with Mini Mars II controller, MSP3000 printer with stand
\$7450.00**

Delivery and Set Up \$375.00

Extended 1 Year warranty \$740.00

**Sincerely,
Dan Shearer**

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

The undersigned officers of the Commissioners Court of Jefferson County, Texas (the "Commissioners Court"), hereby certify as follows:

1. The Commissioners Court convened in regular meeting (the "Meeting") on the 16th day of December, 2013, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to-wit:

Jeff R. Branick
Eddie Arnold
Michael Sinegal
Everette "Bo" Alfred
Brent A. Weaver

and all of such persons participated in the Meeting, except the following: _____, thus constituting a quorum. Whereupon, among other business transactions at said Meeting, a written

**RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS APPROVING THE ACTION OF THE JEFFERSON
COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
APPROVING A THIRTEENTH SUPPLEMENTAL TRUST INDENTURE
AND SECURITY AGREEMENT, AND OTHER MATTERS RELATING
TO THE REMARKETING OF ITS HURRICANE IKE DISASTER AREA
REVENUE BONDS (JEFFERSON REFINERY, L.L.C. PROJECT),
SERIES 2010**

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be passed, and after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _ ABSTENTIONS: _ NOES: _

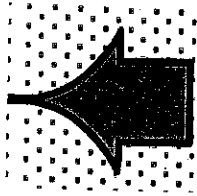
2. That a true, full, and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioner Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Commissioner Court's minutes of said Meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting

members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting; that said Resolution would be introduced and considered for passage at said Meeting; that each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED THIS ____ day of December, 2013.

Carolyn L. Guidry, County Clerk
Jefferson County, Texas

The Honorable Jeff A. Branick County Judge
Jefferson County, Texas



CERTIFICATE FOR RESOLUTION - Signature Page

RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS APPROVING THE ACTION OF THE JEFFERSON COUNTY INDUSTRIAL DEVELOPMENT CORPORATION APPROVING A THIRTEENTH SUPPLEMENTAL TRUST INDENTURE AND SECURITY AGREEMENT, AND OTHER MATTERS RELATING TO THE REMARKETING OF ITS HURRICANE IKE DISASTER AREA REVENUE BONDS (JEFFERSON REFINERY, L.L.C. PROJECT), SERIES 2010

WHEREAS, pursuant to the authority granted by Chapter 501, Texas Local Government Code, as amended (the "Act"), this Commissioners Court has authorized the creation of a nonprofit public corporation to act on its behalf to finance, under the Act, "projects" thereunder; and

WHEREAS, by resolution dated October 28, 1985, this Commissioners Court authorized the creation of such a corporation, known as the Jefferson County Industrial Development Corporation, pursuant to the Act (the "Corporation"); and

WHEREAS, the Corporation has issued its Hurricane Ike Disaster Area Revenue Bonds (Jefferson Refinery, L.L.C. Project), Series 2010 (the "Bonds"); and

WHEREAS, the Corporation adopted or intends to adopt its Resolution approving the Thirteenth Supplemental Trust Indenture and Security Agreement and the remarketing of a portion of the Bonds and related matters, a copy of which is attached hereto as Exhibit A (the "Issuer's Resolution"); and

WHEREAS, this Commissioners Court deems it necessary and convenient to approve the actions of the Corporation as set forth in the Issuer's Resolution.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

Section 1. That the findings and declarations contained in the preambles of this resolution are incorporated herein as part of this resolution.

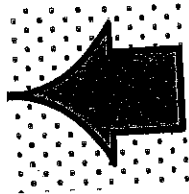
Section 2. That the adoption of the Issuer's Resolution by the Corporation and the actions described therein are hereby authorized and approved.

Section 3. That the County Judge, any Commissioner and any officer or employee of the County is authorized to take such action and execute and deliver such document, certificate or agreement as may be necessary to effect the substance of this resolution, in form and substance acceptable to the persons so executing, their execution being conclusive evidence of such acceptance, and any such action heretofore taken is hereby approved and ratified.

Section 4. That this resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this 16th day of December, 2013.

County Judge



ATTEST:

County Clerk

RESOLUTION – Page 2

EXHIBIT A**SUBSTANTIALLY FINAL FORM OF ISSUER'S RESOLUTION****(SEE ATTACHED)****EXHIBIT A-1**

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 203 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2013 on motion made by _____, Commissioner of Precinct No ____, and seconded by _____, Commissioner of Precinct No ____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to renew the Order establishing the Golden Pass Reinvestment Zone near Sabine Pass, Jefferson County, TX, pursuant to Sec. 312. 203, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby renews the designation of the property, (Golden Pass Reinvestment Zone,) further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone")
- Section 2. That the Commissioners Court finds that the Zone area continues to meet the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas and a tax abatement agreement has been executed and currently exists between Golden Pass LNG Terminal LP and Jefferson County

- Section 5. The Commissioners Court finds that such improvements made by Golden Pass LNG Terminal LP will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that renewal of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2013.

JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

EXHIBIT "A"

123

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS
DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC. 312. 201 OF THE
TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)**

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 20th day of June, 2005, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, Golden Pass LNG desires to develop a liquefied natural gas terminal facility, which will involve a significant investment and expansion of the region's job base; and

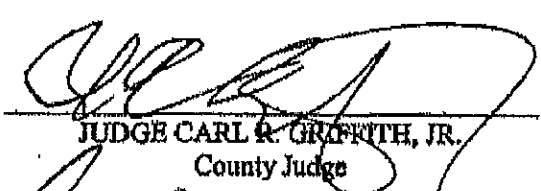
WHEREAS, it is in the best interest of the county to designate the Golden Pass LNG facility near Port Arthur a reinvestment zone, pursuant to Sec. 312.201, Tax Code (The Property Redevelopment and Tax Abatement Act).

**IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS:**

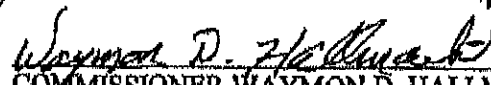
- Section 1. That the Commissioners Court hereby designates the Gold Pass LNG facility near Port Arthur as a Reinvestment Zone (the "Zone").
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Act.
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas.
- Section 4. That the Commissioners Court held a public hearing to consider this Order on June 20, 2005.

AGENDA ITEM NO. 11EXHIBIT "A"
TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN JEFFERSON
COUNTY CLERK'S OFFICE124
20

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement.
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment or attract major investment to the Zone that would be a benefit to the property and that would contribute to the economic development of the community.
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

SIGNED this 20th day of June, 2005.

 JUDGE CARL R. GRIFFITH, JR.
 County Judge


 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1


 COMMISSIONER WAYMON D. HALLMARK
 Precinct No. 3


 COMMISSIONER MARK L. DOMINGUE
 Precinct No. 2


 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

EXHIBIT "A"

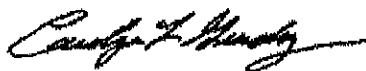
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125

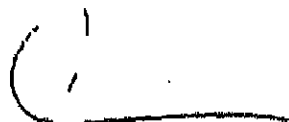
Special Session, June 20, 2005

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 20, 2005.

ATTEST:



Carolyn L. Guidry
County Clerk



Carl R. Griffith, Jr.
County Judge

I CERTIFY THIS IS A TRUE COPY
Witness my Hand and Seal of Office

JUN 21 2005

CAROLYN L. GUIDRY, COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY  DEPUTY
Theresa Goodness

EXHIBIT "A"

126

TRACT ONE
476.2 ACRES OF LAND PART OF DIVISIONS A & B, DENNIS GAHAGAN
LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 476.2 acres of land, out of and a part of Divisions A and B of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE South 19 deg., 57 min., 49 sec., East, on the common line of Division B and Division 8, a distance of 879.94' to a 2" steel pipe found for corner;

THENCE South 69 deg., 59 min., 21 sec., West, on the North line of Tract 2 described in Special Warranty Deed dated September 22, 1978, from Katherine Belle B. Doyle, et al., to Howell Cobb, Trustee, recorded in Vol. 2116, Page 85, Deed Records, Jefferson County, Texas, a distance of 1000.08' to a 1" steel pipe found for the Northwest corner of said Tract 2;

THENCE South 19 deg., 59 min., 37 sec., East, on the West line of said Tract 2, a distance of 1134.83' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE South 70 deg., 00 min., 23 sec., West, on the North line of a tract of land set aside to Emma V. Joesting in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas and a portion of a tract of land set aside to Daisy M. Roche in Decree, recorded in Vol. 368, Page 608, Deed Records, Jefferson County, Texas, a distance of 1534.37' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

THENCE North 63 deg., 04 min., 53 sec., West, a distance of 2576.83' to a ¼" steel rod set, capped and marked "SOUTEX" for corner on the common line of said Division B and Division 12;

THENCE North 21 deg., 01 min., 38 sec., East, on the common line of Division B and Division 12, a distance of 1126.94' to a Houston Oil Company concrete monument identified as G-61 found for corner; said concrete monument being the common corner of Division B and Division 12 and being on the South line of Division A;

THENCE North 84 deg., 00 min., 00 sec., West, a distance of 3589.69' to a ½" steel rod set, capped and marked "SOUTEX" for corner;

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127

THENCE North 08 deg., 00 min., 00 sec., East a distance of 2620.42' passing a 1/2" steel rod set, capped and marked "SOUTEX" for reference point; continuing for a total distance of 2720.42' to a point for corner on the Southerly bank line of the Sabine Neches Ship Channel;

THENCE on the Southerly bank line of said Sabine Neches Ship Channel:

South 77 deg., 06 min., 43 sec., East, a distance of 495.18';

South 49 deg., 29 min., 15 sec., East, a distance of 39.44';

South 65 deg., 56 min., 40 sec., East, a distance of 226.93';

South 72 deg., 30 min., 23 sec., East, a distance of 260.46';

South 85 deg., 01 min., 34 sec., East, a distance of 141.74';

South 76 deg., 52 min., 07 sec., East, a distance of 133.20';

South 76 deg., 57 min., 11 sec., East, a distance of 32.22';

South 41 deg., 18 min., 28 sec., East, a distance of 50.07';

South 58 deg., 19 min., 42 sec., East, a distance of 97.16';

South 72 deg., 24 min., 52 sec., East, a distance of 130.08';

South 82 deg., 38 min., 40 sec., East, a distance of 207.23';

South 70 deg., 46 min., 13 sec., East, a distance of 84.67';

South 76 deg., 38 min., 38 sec., East, a distance of 100.77';

South 78 deg., 48 min., 29 sec., East, a distance of 91.24';

South 61 deg., 24 min., 48 sec., East, a distance of 54.00';

South 53 deg., 44 min., 45 sec., East, a distance of 121.95';

South 56 deg., 49 min., 34 sec., East, a distance of 110.17';

South 65 deg., 27 min., 43 sec., East, a distance of 93.36';

South 74 deg., 38 min., 51 sec., East, a distance of 110.03';

South 83 deg., 33 min., 57 sec., East, a distance of 99.12';

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North 71 deg., 33 min., 24 sec., East, a distance of 40.68';
South 78 deg., 03 min., 12 sec., East, a distance of 55.12';
South 85 deg., 49 min., 28 sec., East, a distance of 94.09';
South 66 deg., 36 min., 20 sec., East, a distance of 86.18';
South 73 deg., 17 min., 50 sec., East, a distance of 89.98';
South 67 deg., 03 min., 41 sec., East, a distance of 137.01';
South 60 deg., 11 min., 31 sec., East, a distance of 102.81';
South 63 deg., 04 min., 18 sec., East, a distance of 80.70';
South 64 deg., 42 min., 43 sec., East, a distance of 56.25';
South 68 deg., 49 min., 52 sec., East, a distance of 99.75';
South 76 deg., 33 min., 12 sec., East, a distance of 143.39';
North 87 deg., 13 min., 53 sec., East, a distance of 64.35';
North 54 deg., 29 min., 39 sec., East, a distance of 34.86';
South 48 deg., 23 min., 43 sec., East, a distance of 29.53';
South 67 deg., 00 min., 38 sec., East, a distance of 50.58';
South 30 deg., 24 min., 47 sec., East, a distance of 34.51';
South 44 deg., 26 min., 32 sec., East, a distance of 47.89';
South 59 deg., 48 min., 57 sec., East, a distance of 68.29';
South 71 deg., 27 min., 32 sec., East, a distance of 97.11';
South 69 deg., 58 min., 28 sec., East, a distance of 160.85';
South 80 deg., 55 min., 54 sec., East, a distance of 181.89';
South 85 deg., 58 min., 01 sec., East, a distance of 155.60';
South 86 deg., 30 min., 39 sec., East, a distance of 111.34';

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129

North 80 deg., 51 min., 51 sec., East, a distance of 78.98';
North 78 deg., 52 min., 20 sec., East, a distance of 83.22';
South 89 deg., 32 min., 33 sec., East, a distance of 28.45';
South 77 deg., 58 min., 44 sec., East, a distance of 63.60';
South 79 deg., 18 min., 00 sec., East, a distance of 57.27';
South 86 deg., 35 min., 49 sec., East, a distance of 103.04';
South 85 deg., 13 min., 46 sec., East, a distance of 396.88';
North 88 deg., 27 min., 41 sec., East, a distance of 92.18';
North 80 deg., 00 min., 00 sec., East, a distance of 92.02';
South 76 deg., 37 min., 16 sec., East, a distance of 61.52';
South 70 deg., 01 min., 34 sec., East, a distance of 57.84';
South 74 deg., 34 min., 06 sec., East, a distance of 67.61';
South 60 deg., 07 min., 14 sec., East, a distance of 120.11';
South 64 deg., 33 min., 16 sec., East, a distance of 92.75';
South 69 deg., 00 min., 45 sec., East, a distance of 154.14';
South 67 deg., 31 min., 13 sec., East, a distance of 159.69';
South 68 deg., 40 min., 49 sec., East, a distance of 101.47';
South 73 deg., 10 min., 32 sec., East, a distance of 159.80';
South 80 deg., 20 min., 38 sec., East, a distance of 96.13';
North 79 deg., 53 min., 35 sec., East, a distance of 88.33';
North 85 deg., 36 min., 37 sec., East, a distance of 26.51';
South 79 deg., 35 min., 19 sec., East, a distance of 112.09';
South 73 deg., 37 min., 41 sec., East, a distance of 154.19';

130

South 71 deg., 04 min., 01 sec., East, a distance of 99.88';

South 44 deg., 36 min., 50 sec., East, a distance of 152.63';

South 49 deg., 47 min., 34 sec., East, a distance of 98.16';

South 67 deg., 10 min., 09 sec., East, a distance of 128.72';

South 53 deg., 21 min., 08 sec., East, a distance of 107.67';

South 67 deg., 40 min., 47 sec., East, a distance of 194.33';

South 83 deg., 05 min., 37 sec., East, a distance of 60.77';

South 80 deg., 08 min., 37 sec., East, a distance of 153.00' to a point for corner being the intersection of the Southerly bank line of the Sabine Neches Ship Channel and the common line of Division A and Division 8;

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of said Division A and Division 8, a distance of 144.38' passing a Houston Oil Company concrete monument found and identified as G-72; continuing on the common line of Division A and Division 8 for a total distance of 902.78' to the POINT OF BEGINNING and containing 476.2 acres of land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123, Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003.

Golden Pass LNG Terminal LP
LS-03-1192A

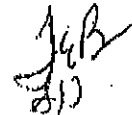


EXHIBIT "A"

131

TRACT TWO

174.6 ACRES OF LAND (SUBMERGED) PART OF DIVISION A, DENNIS
GAHAGAN LEAGUE, ABSTRACT NO. 123, JEFFERSON COUNTY, TEXAS

A tract of land containing 174.6 acres of land, being submerged land out of and a part of Division A of the Dennis Gahagan League, Abstract No. 123; said division being according to the partition of the Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

COMMENCING at the common corner of Division B and Division 8, on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East, on the common line of Division A and Division 8, a distance of 758.40' to a Houston Oil Company concrete monument found and identified as G-72; continuing for a total distance of 902.78' to a point on the Southerly bank line of the Sabine Neches Ship Channel; said point being the POINT OF BEGINNING of the herein described tract;

THENCE on the Southerly bank line of the Sabine Neches Ship Channel:

North 80 deg., 08 min., 37 sec., West, a distance of 153.00';

North 83 deg., 05 min., 37 sec., West, a distance of 60.77';

North 67 deg., 40 min., 47 sec., West, a distance of 194.33';

North 53 deg., 21 min., 08 sec., West, a distance of 107.67';

North 67 deg., 10 min., 09 sec., West, a distance of 128.72';

North 49 deg., 47 min., 34 sec., West, a distance of 98.16';

North 44 deg., 36 min., 50 sec., West, a distance of 152.63';

North 71 deg., 04 min., 01 sec., West, a distance of 99.88';

North 73 deg., 37 min., 41 sec., West, a distance of 154.19';

North 79 deg., 35 min., 19 sec., West, a distance of 112.09';

South 85 deg., 36 min., 37 sec., West, a distance of 26.51';

South 79 deg., 53 min., 35 sec., West, a distance of 88.33';

North 80 deg., 20 min., 38 sec., West, a distance of 96.13';
North 73 deg., 10 min., 32 sec., West, a distance of 159.80';
North 68 deg., 40 min., 49 sec., West, a distance of 101.47';
North 67 deg., 31 min., 13 sec., West, a distance of 159.69';
North 69 deg., 00 min., 45 sec., West, a distance of 154.14';
North 64 deg., 33 min., 16 sec., West, a distance of 92.75';
North 60 deg., 07 min., 14 sec., West, a distance of 120.11';
North 74 deg., 34 min., 06 sec., West, a distance of 67.61';
North 70 deg., 01 min., 34 sec., West, a distance of 57.84';
North 76 deg., 37 min., 16 sec., West, a distance of 61.52';
South 80 deg., 00 min., 00 sec., West, a distance of 92.02';
South 88 deg., 27 min., 41 sec., West, a distance of 92.18';
North 85 deg., 13 min., 46 sec., West, a distance of 396.88';
North 86 deg., 35 min., 49 sec., West, a distance of 103.04';
North 79 deg., 18 min., 00 sec., West, a distance of 57.27';
North 77 deg., 58 min., 44 sec., West, a distance of 63.60';
North 89 deg., 32 min., 33 sec., West, a distance of 28.45';
South 78 deg., 52 min., 20 sec., West, a distance of 83.22';
South 80 deg., 51 min., 51 sec., West, a distance of 78.98';
North 86 deg., 30 min., 39 sec., West, a distance of 111.34';
North 85 deg., 58 min., 01 sec., West, a distance of 155.60';
North 80 deg., 55 min., 54 sec., West, a distance of 181.89';
North 69 deg., 58 min., 28 sec., West, a distance of 160.85';

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133

North 71 deg., 27 min., 32 sec., West, a distance of 97.11';
North 59 deg., 48 min., 57 sec., West, a distance of 68.29';
North 44 deg., 26 min., 32 sec., West, a distance of 47.89';
North 30 deg., 24 min., 47 sec., West, a distance of 34.51';
North 67 deg., 00 min., 38 sec., West, a distance of 50.58';
North 48 deg., 23 min., 43 sec., West, a distance of 29.53';
South 54 deg., 29 min., 39 sec., West, a distance of 34.86';
South 87 deg., 13 min., 53 sec., West, a distance of 64.35';
North 76 deg., 33 min., 12 sec., West, a distance of 143.39';
North 68 deg., 49 min., 52 sec., West, a distance of 99.75';
North 64 deg., 42 min., 43 sec., West, a distance of 56.25';
North 63 deg., 04 min., 18 sec., West, a distance of 80.70';
North 60 deg., 11 min., 31 sec., West, a distance of 102.81';
North 67 deg., 03 min., 41 sec., West, a distance of 137.01';
North 73 deg., 17 min., 50 sec., West, a distance of 89.98';
North 66 deg., 36 min., 20 sec., West, a distance of 86.18';
North 85 deg., 49 min., 28 sec., West, a distance of 94.09';
North 78 deg., 03 min., 12 sec., West, a distance of 55.12';
South 71 deg., 33 min., 24 sec., West, a distance of 40.68';
North 83 deg., 33 min., 57 sec., West, a distance of 99.12';
North 74 deg., 38 min., 51 sec., West, a distance of 110.03';
North 65 deg., 27 min., 43 sec., West, a distance of 93.36';
North 56 deg., 49 min., 34 sec., West, a distance of 110.17';

134

North 53 deg., 44min., 45 sec., West, a distance of 121.95';

North 61 deg., 24 min., 48 sec., West, a distance of 54.00';

North 78 deg., 48 min., 29 sec., West, a distance of 91.24';

North 76 deg., 38 min., 38 sec., West, a distance of 100.77';

North 70 deg., 46 min., 13 sec., West, a distance of 84.67';

North 82 deg., 38 min., 40 sec., West, a distance of 207.23';

North 72 deg., 24 min., 52 sec., West, a distance of 130.08';

North 58 deg., 19 min., 42 sec., West, a distance of 97.16';

North 41 deg., 18 min., 28 sec., West, a distance of 50.07';

North 76 deg., 57 min., 11 sec., West, a distance of 32.22';

North 76 deg., 52 min., 07 sec., West, a distance of 133.20';

North 85 deg., 01 min., 34 sec., West, a distance of 141.74';

North 72 deg., 30 min., 23 sec., West, a distance of 260.46';

North 65 deg., 56 min., 40 sec., West, a distance of 226.93';

North 49 deg., 29 min., 15 sec., West, a distance of 39.44';

North 77 deg., 06 min., 43 sec., West, a distance of 495.18';

THENCE North 08 deg., 00 min., 00 sec., East, a distance of 227.80' to a point on the North line of the called 233.72 acre tract;

THENCE North 18 deg., 29 min., 21 sec., East, a distance of 843.99' to a point on the called centerline of the Sabine Neches Ship Channel;

THENCE South 71 deg., 30 min., 39 sec., East, on the called centerline of the Sabine Neches Ship Channel, a distance of 8734.07' to a point being the Point of Curvature of a curve to the right;

THENCE on the called centerline of the Sabine Neches Ship Channel on the arc of a curve to the right having a radius of 3819.41', a chord bearing of South 70 deg., 13 min., 06 sec., East, a chord distance of 189.12' to a point for the intersection of the called

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135

centerline of the Sabine Neches Ship Channel and the common line of Division A and Division 8 (or the Northeasterly projection thereof);

THENCE South 70 deg., 03 min., 15 sec., West, on the common line of Division A and Division 8 (or the Northeasterly projection thereof), a distance of 1206.46' to the POINT OF BEGINNING and containing 174.6 acres of land, being submerged land.

Note: All bearings and distances based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

Note: All of the divisions referred to above are according to the partition of the Dennis Gahagan League, Abstract No. 123 Jefferson County, Texas, as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas;

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on November 15, 2003

Golden Pass LNG Terminal LP
LS-03-1192

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EXHIBIT "A"

136

TRACT ONE
250.8 ACRES OF LAND OUT OF DIVISIONS B, C, AND 4 THROUGH 8,
DENNIS GAHAGAN LEAGUE, ABSTRACT NO. 123
JEFFERSON COUNTY, TEXAS

A tract of land containing 250.8 acres of land, out of and part of Divisions B, C, and 4 through 8 of the Dennis Gahagan League, Abstract No. 123; said Divisions being according to the partition of said Dennis Gahagan League as shown on a map or plat recorded in Vol. T, Page 181, Deed Records, Jefferson County, Texas; said tract being more fully described by metes and bounds as follows, to wit:

BEGINNING at a common corner of Division B and Division 8 on the South line of Division A; said corner being marked by a concrete monument with a brass disc set by Houston Oil Company in March 1939 and identified as G-71;

THENCE North 70 deg., 03 min., 15 sec., East on the common line of said Division A and Division 8, a distance of 758.40' passing a Houston Oil Company concrete monument found and identified as G-72 and being the Southeast corner of a (Called 233.72) acre tract described in and excepted from a deed dated September 23, 1941 from John T Stewart III to J. E. Broussard, et al., recorded in Vol. 502, Page 218, Deed Records, Jefferson County, Texas; continuing on the common line of said Divisions A and 8 for a total distance of 902.78' to a point on the Southwesterly bank line of the Sabine-Neches Ship Channel.

THENCE the following calls along the Southwesterly bank line of said Sabine-Neches Ship Channel:

- South 80 deg., 08 min., 36 sec., East, a distance of 8.75';
- South 69 deg., 46 min., 38 sec., East, a distance of 53.61';
- South 66 deg., 36 min., 16 sec., East, a distance of 116.39';
- South 59 deg., 21 min., 42 sec., East, a distance of 161.57';
- South 33 deg., 16 min., 56 sec., East, a distance of 36.38';
- South 20 deg., 05 min., 44 sec., East, a distance of 76.96';
- South 36 deg., 45 min., 48 sec., East, a distance of 116.43';
- South 53 deg., 44 min., 12 sec., East, a distance of 119.49';
- South 61 deg., 26 min., 19 sec., East, a distance of 140.76';

South 53 deg., 07 min., 50 sec., East, a distance of 108.58';
South 68 deg., 40 min., 05 sec., East, a distance of 124.52';
South 66 deg., 56 min., 46 sec., East, a distance of 112.79';
South 66 deg., 11 min., 20 sec., East, a distance of 131.66';
South 61 deg., 37 min., 12 sec., East, a distance of 125.53';
South 58 deg., 06 min., 58 sec., East, a distance of 108.80';
South 45 deg., 07 min., 50 sec., East, a distance of 114.41';
South 37 deg., 01 min., 06 sec., East, a distance of 90.98';
South 34 deg., 43 min., 21 sec., East, a distance of 100.83';
South 36 deg., 03 min., 14 sec., East, a distance of 125.84';
South 38 deg., 59 min., 28 sec., East, a distance of 125.83';
South 46 deg., 57 min., 06 sec., East, a distance of 123.24';
South 32 deg., 48 min., 45 sec., East, a distance of 122.44';
South 34 deg., 21 min., 19 sec., East, a distance of 169.00';
South 28 deg., 35 min., 09 sec., East, a distance of 122.95';
South 31 deg., 10 min., 18 sec., East, a distance of 121.57';
South 36 deg., 17 min., 53 sec., East, a distance of 214.87';
South 34 deg., 54 min., 31 sec., East, a distance of 139.18';
South 60 deg., 06 min., 16 sec., East, a distance of 181.84';
South 59 deg., 17 min., 07 sec., East, a distance of 208.59';
South 61 deg., 04 min., 18 sec., East, a distance of 134.58';
South 82 deg., 02 min., 32 sec., East, a distance of 118.51';
North 87 deg., 58 min., 26 sec., East, a distance of 100.03';

South 68 deg., 51 min., 47 sec., East, a distance of 116.90';

South 25 deg., 02 min., 27 sec., East, a distance of 122.91';

South 44 deg., 23 min., 39 sec., West, a distance of 94.29';

South 30 deg., 01 min., 17 sec., West, a distance of 107.92';

North 73 deg., 00 min., 41 sec., West, a distance of 31.87';

South 16 deg., 55 min., 01 sec., West, a distance of 135.57';

South 07 deg., 43 min., 08 sec., East, a distance of 174.49';

South 02 deg., 15 min., 32 sec., West, a distance of 136.27';

South 03 deg., 11 min., 47 sec., East, a distance of 41.03' to a point being on the common line of Division 3 and said Division 4; said point being the Southeast corner of the herein described tract:

THENCE South 70 deg., 00 min., 47 sec., West, on the common line of said Division 3 and 4, a distance of 25.50' passing a 1/2" steel rod set, capped, and marked "SOUTEX" for reference point; continuing on the common line of said Divisions 3 and 4 for a total distance of 2526.77' to a concrete monument with brass disc set by Houston Oil Company in March 1939 and identified as G-68; said concrete monument being a common corner of said Division 3 and 4 on the Easterly line of said Division C; also being the Southeast corner of a (Called 14.9835) acre tract conveyed to Howell Cobb, Trustee, recorded in Vol. 2116, Page 103, Deed Records, Jefferson County, Texas;

THENCE South 70 deg., 00 min., 47 sec West, (Called South 70 deg., 00 min., 31 sec., West), on the South line of the (Called 14.9835) acre tract, a distance of 1000.00' (Called 1000.058) to a 1" steel pipe found for the Southwest corner of the (Called 14.9835) acre tract and the Southwest corner of the herein described tract;

THENCE North 19 deg., 57 min., 51 sec., West (Called North 19 deg., 57 min., 26 sec., West), a distance of (Called 652.654') passing the common line of said Divisions B and C; continuing for a total distance of 1079.25 to a 1" steel pipe found for an angle point in the West line of the herein described Tract;

THENCE North 19 deg., 59 min., 37 sec., West a distance of 1958.28' to a 1" steel pipe found for corner;

THENCE North 69 deg., 59 min., 21 sec., East a distance of 1000.08' to a 2" steel pipe found on the common line of said Divisions B and 7;

139

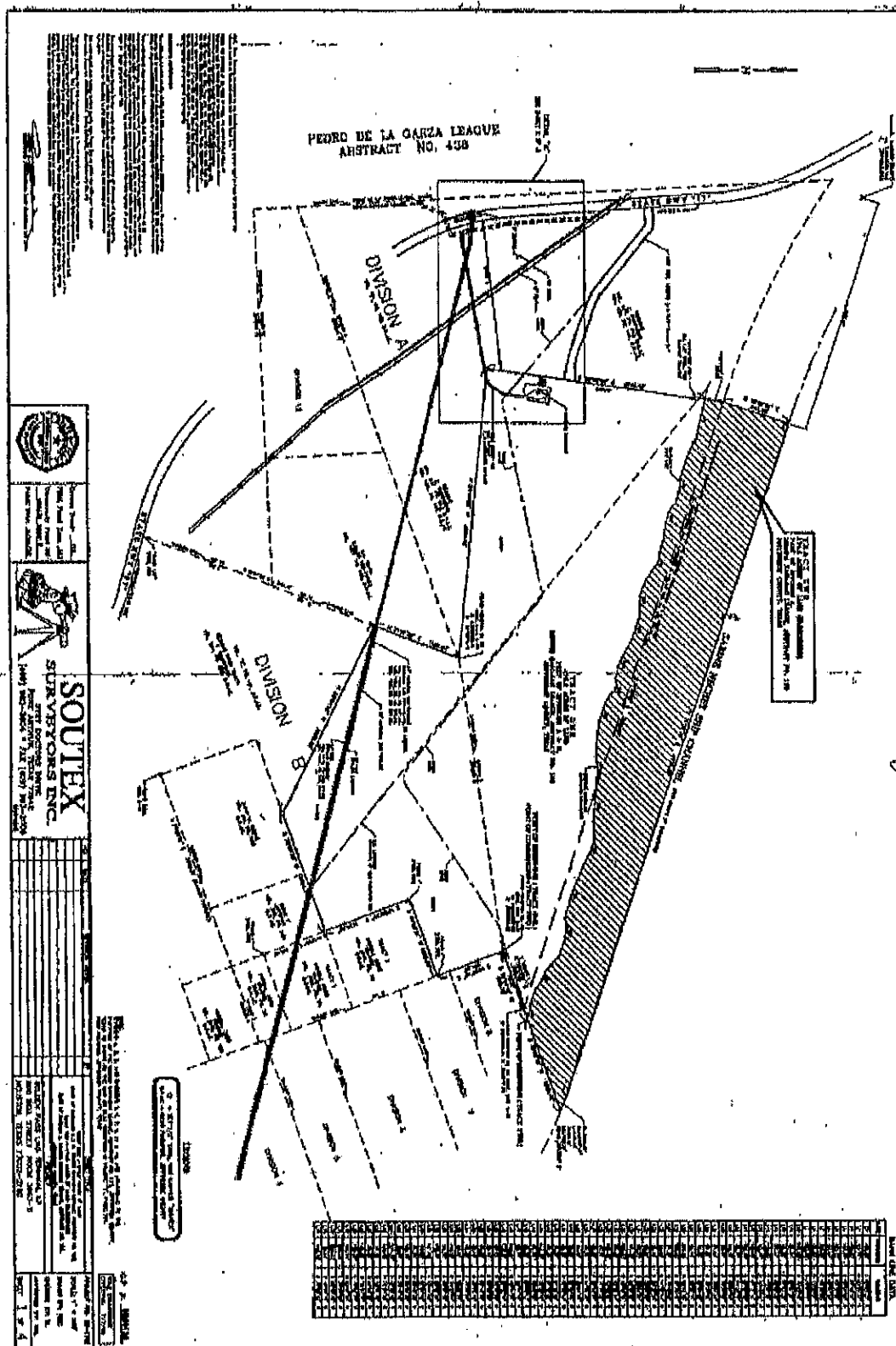
THENCE North 19 deg., 57 min., 49 sec., West, on the common line of said Division B and said Division 7 and 8, a distance of 879.94' to the POINT OF BEGINNING and containing 250.8 acres of land.

Note: All bearing and distances are based upon State Plane Coordinate Grid System NAD 83, Texas South Central Zone, Scale Factor = 0.999891228.

This description is based on the Land Title Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 10, 2004.

ExxonMobil (J.V. Property)
LS-03-1316

110



STATE OF TEXAS

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COUNTY OF JEFFERSON

**XL SYSTEMS (PROJECT WELDON) ABATEMENT AGREEMENT FOR PROPERTY
LOCATED IN THE PROJECT WELDON REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and XL SYSTEMS_ (hereinafter sometimes referred to as "XL SYSTEMS" OR "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Project Weldon Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated December 12, 2013 (hereinafter referred to as the "REINVESTMENT ZONE")

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Project Weldon Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new fabricated Pipe and Fitting Manufacturing facility and related improvements (hereinafter referred to as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Project Weldon Reinvestment Zone, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the County agrees to take the steps necessary to amend the Reinvestment Zone boundary upon request of XL Systems.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING THE PROJECT WELDON REINVESTMENT ZONE, WHICH ADOPTED THE PROJECT WELDON REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT but does not include personal property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” means, for any tax year specified, the Certified Appraised Value for such tax year of all industrial realty improvements owned by OWNER and/or its Affiliates and located within the Reinvestment Zone, reduced by the following to the extent included in such Certified Appraised Value: (i) the exempt value of pollution

control property (as determined by the Texas Commission on Environmental Quality and/or by appeal or subsequent legal action) included in any such improvements, and (ii) the exempt value of any such improvements where such exempt value results from property tax abatement agreements between the COUNTY and OWNER.

The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation is 10% of cost ("Intended Maximum"), though that number could change as current estimated construction costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately claims an amount in excess of the Intended Maximum (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2014 which is expected to result from the Exempt Property Excess. It is understood and agreed that XL Systems will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

"Base Year Value" for each taxing entity executing an abatement contract is the Taxable Value of all industrial realty and improvements of a property owner and/or its affiliates located within that entity (Jefferson County) for the tax period defined as the "Base Year".

"Base year", for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

"Affiliate" of any specified person or company means any other person or company, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect control with such specified person or company. For the purposes of this definition, "control" when used with respect to any person or company means the power to direct the management and policies of such person or company, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Completion" as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time job", as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2014 and shall terminate on December 31, 2017, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2014, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT : "Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2015, maintain a level of not less than 45 new full-time jobs, using headcount as of January 1, 2015 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 45 full-time jobs for total on site employment by owner during said term.. In the event that such employment falls below 45 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
 A2 = revised Abatement \$s
 E1 = 10 full-time jobs
 E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$23,000,000;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the

COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, e.g., piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - (i) "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - (ii) OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - (iii) OWNER agrees to provide bidding information to local qualified contractors, vendors, manufacturers and labor to allow them to have sufficient information and time to submit their bids, and pre-bid meetings shall be held between OWNER and potential local bidders and suppliers of services and materials.

- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers in connection with the PROJECT;
- h. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- i. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - (i) A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - (ii) A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - (iii) A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - (iv) Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D.

As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- j. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;

- k. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- l. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- m. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- n. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub-contractors.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, herein.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Appraisal District will establish the certified values of Eligible Property as of January 1, 2013, as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value. The parties hereto stipulate and agree that the certified appraisal value for this property, as calculated by the Jefferson County Appraisal District, will be attached hereto and incorporated herein when same is adopted by the Jefferson County Appraisal District.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. OWNER represents that the exempt value of such pollution control property will not exceed ten percent (10%) of the value of the Project in any year of Abatement under this AGREEMENT. OWNER agrees that in the event the exempt value of such pollution control property exceeds ten percent (10%) of the value

of the Project in any year of Abatement under this AGREEMENT, the abated value will be reduced accordingly.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

13. ENTIRE AGREEMENT

The Parties agree that 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 the AGREEMENT.

14. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

15. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

XL SYSTEMS

By: _____

Title: _____

Address: _____

COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Mr. Tom Rugg, First Assistant
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

16. MERGER

The Parties agree that 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.

17. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

18. APPLICABLE LAW AND VENUE

This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

19. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the __ day of _____, 2013.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

By: _____

Title:
XL SYSTEMS

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT A NEW FABRICATED PIPE AND MANUFACTURING PLANT. The ability to construct this plant will enable XL Systems to increase its productivity and marketing ability.

The facility would be constructed on approximately 7 acres of land (the defined boundary of the proposed Reinvestment Zone).

Any additional description you desire:

Significant components of the facility would include:

“Tax Abatement Schedule”

	Tax Year	Abatement Percentage
1.	2014	100%
2.	2015	90%
3.	2016	80%
4.	2017	70%

EXHIBIT B “Base Year Property”

The proposed Reinvestment Zone contains improvements

This certified appraisal value will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District. ☐

EXHIBIT C – “Reinvestment Zone”

”

EXHIBIT D – “List of HUB/ DBE Companies”

Surveyor's Field Note Description:

BEING a 7.000 acre (304,920.00 square feet) tract of land out of and a part of that certain Crenshaw Corporation tract of land, more fully described and recorded in Volume 1694, Page 135 of the Deed Records of Jefferson County, Texas and being out of and a part of Blocks 113 and 114 of the Gladys City Oil and Gas Manufacturing Subdivision recorded in Volume 1, Page 55 of the Map Records of said Jefferson County. Said 7.000 acre (304,920.00 square feet) tract of land being situated in the John A. Veatch League, Abstract No. 55, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the South corner of said Crenshaw tract, same being the West corner of that certain XL Systems, Inc. called 9.598 acre tract of land, more fully described as Tract B recorded in Clerk's File No. 9433636 of the Official Public Records of said Jefferson County and being in the Northeast right-of-way line of Gorman Road (80 feet wide public right-of-way);

THENCE North 27 deg. 40 min. 00 sec. West along and with the Southwest line of said Crenshaw tract, same being the Northeast right-of-way line of said Gorman Road, a distance of 712.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner, from which a concrete monument found at the West corner of said Crenshaw tract and Block 115, same being the South corner of said Block 116 and that certain Billy Van Nguyen and Nancy Thi Nguyen called 1.166 acre tract of land, more fully described in Clerk's File No. 2000047535 of said Official Public Records, bears North 27 deg. 40 min. 00 sec. West a distance of 596.67 feet;

THENCE North 62 deg. 42 min. 44 sec. East a distance of 391.69 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

THENCE South 27 deg. 38 min. 15 sec. East a distance of 355.25 feet to a 5/8 inch iron rod with cap stamped "Wortech Surveyors" set for corner;

THENCE North 64 deg. 36 min. 57 sec. East a distance of 72.85 feet to a point for an ell corner of said Crenshaw tract, same being the West corner of that certain S. E. Ford and wife, Marcia Ford tract of land, more fully described and recorded in Volume 1699, Page 441 of said Deed Records, from which a 3/4 inch iron rod found bears North 18 deg. 47 min. 35 sec. East a distance of 0.17 feet;

THENCE South 27 deg. 47 min. 41 sec. East along and with the most Southerly Northeast line of said Crenshaw tract, same being the Southwest line of said Ford tract and that certain Virgil Edward Werner and wife, Mary Werner tract of land, more fully described and recorded in Volume 1332, Page 437 of said Deed Records, a distance of 354.59 feet to a 1/2 inch iron rod found at the most Southerly East corner of said Crenshaw tract, same being the North corner of said 9.598 acre tract;

THENCE South 62 deg. 42 min. 44 sec. West along and with the most Southerly Southeast line of said Crenshaw tract, same being the Northwest line of said 9.598 acre tract, a distance of 465.10 feet to the **PLACE OF BEGINNING**, containing 7.000 acres (304,920.00 square feet) of land, more or less.

Minority Business Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
 P.O. Box 5513
 Beaumont, TX 77726
 Tel: 409-724-4101

Villery's
 Refrigeration & Air Conditioning Service
 Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
 Dean's Bar-B-Q & Catering
 805 Magnolia
 Beaumont, TX 77701
 Tel: 409-835-7956

Eugene Sam
 Tillmans Barbecue Pit
 1104 Sherman St
 Beaumont, TX 77701
 Tel: 409-838-5592

Gerard's Barbecue Diner
 3730 Fannett Rd
 Beaumont, TX 77705
 Tel: 409-842-9135

Jack Patillo Barbecue
 2775 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-833-3154

Leonard Broussard
 Broussard's Bar-B-Q
 2930 S. 11th Street
 Beaumont, TX 77701
 Tel: 409-842-1221

*Mouton's Catering
 3845 Washington Blvd
 Beaumont, TX 77705
 Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
 Bab's Carpet
 4940 Highland Ave.
 Beaumont, TX 77705
 Tel: 409-833-7484
 Fax: 409-790-4218

Delores Fruge
 Power Stretch Carpet
 502 S. 4th St.
 Beaumont, TX 77701
 Home: 409-832-8626
 Cell1: 409-617-1862
 Cell2: 409-338-9907
 Fax: 409-833-3230

Raymon and Sharonne Morris
 Morris and Morris Floor Covering
 4515 Ironton
 Beaumont, TX 77703
 Home: 409-833-5011
 Tel: 409-553-9861

Computer Service & Repair

Chris Martin
 601 Woodworth
 Port Arthur, TX 77642
 Tel1: 409-982-3528
 Tel2: 409-982-3529

David Leaven / Marcus Frank
 F & L Computer Solutions
 P.O. Box 328-A
 Winnie, TX 77665
 Tel: 409-351-1256

Consultant

Felicia Young, Owner
 Five Star Business Solutions
 Tel: 409-466-6038

**Contractors /Construction Services/Community Development/
Home Builders**

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
Tel: 409-842-9765
Fax: 409-842-9141
Cell: 409-338-0832

Celestine's Construction
510 Palm St.
Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
5681 Eastex Freeway
Beaumont, TX 77708
Tel: 409-347-0593

Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
 Senigaur Home Builder & General Contractor
 3196 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-842-5220
 Fax: 409-842-2983

Jerry Ball- VP
 EnviroTech Services LLC
 Southeast Texas Division
 3024 Commerce St.
 Port Arthur, TX 77642
 Tel: 409-790-5910
 Toll Free: 800-286-3695
 Email: jerry.ball@osfinc.net

*Joshua Allen
 J. Allen contractors, Inc.
 Tel: 409-833-8947
 Email: office@jallenmgmt.com

Lloyd Broussard
 EnviroTech Services, LLC
 4002 Caroline Street
 Houston, TX 77004
 Tel: 713-551-6671

Ernestine Wade
 Gulf Coast Industrial Contractors, Inc.
 Tel: 409-842-1522

Joe Wheaton
 Joe Wheaton Construction Co.

Johnny Casmore
 Builders, Inc.
 7295 Ellen Lane
 Beaumont, TX 77708
 Tel: 409-892-2223
 Fax: 409-466-1251

Joseph D. Deshotel
 DEZ-TEX Construction, Inc.
 Tel: 409-842-4844

*Kenny Timms
 KT Maintenance
 Tel: 409-982-9952
 Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
Tel: 409-794-2615

Mr. Matt Hopson
Southeast TX Community Development
1460 Gladys
Beaumont, TX 77701
Tel: 409-835-7527
Fax: 409-835-1680
Email: mhopson@setcdc.org

Mrs. Antoinette J. Hardy
Beaumont Community Development
505 E. Florida
Beaumont, TX 77705
Tel: 409-813-2158
Fax: 409-813-2165
Email: ahardy1969@yahoo.com

Ms. Mary Randall
J&M construction
Tel: 409-842-0967

Naomi Lawrence-Lee
CNB Development Group
Tel: 409-767-8037
Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
 Owner / Superintendent
 GP Realty Building Co.
 648 Orleans
 Beaumont, TX 77701
 Richard Tel: 281-895-7773
 Bruce Tel: 409-454-6356
 Fax: 409-835-6775

*Roosevelt Petry
 GP Industrial Contractors, Inc.
 rpetry@gpic2000.com
 Port Arthur, TX 77640
 Tel: 281-850-8889

Steve Andrus
 Andrus Construction
 Beaumont, TX 77703
 Home: 409-835-4397
 Work: 409-835-8629
 Cell: 409-466-1860

William Kenebrew, Sr.
 Kenebrew Masonary
 Tel: 409-866-3310

Commodities

*Loma George
 LG Supplies
 9545 Riggs Street
 Beaumont, TX 77707
 lomageorge@att.net
 Tel: 409-782-4086

Copy Services

Jeanette Rideau
 Reliable Copy Service
 2498 Washington Blvd -B
 Beaumont, TX 77705
 Tel: 409-835-1218
 Fax: 409-838-0064
 Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
 Golden Triangle Minority Council, Inc.
 P.O. Box 21664
 Beaumont, TX 77720-1664
 Tel: 409-962-8530
 Fax: 409-898-8077
 Email: gtnbc@ih2000.net
 Website: www.gtnbc.com

Electrical/ Mechanical Contractors

Calvin Walker
 Walker's Electric Company
 2916 Magnolia Street
 Beaumont, TX 77703
 Tel: 409-212-9244
 Fax: 409-212-9245

*Gregory T. Johnson, Sr.
 GJETCO
 P.O. Box 22735
 Beaumont, TX 77720
 Tel: 409-866-3829
 Fax: 409-866-6962

*Joseph C. Ledet, III
 Ledet Electrical Services
 Tel: 409-896-5471
 Cell: 409-791-1366

Ray Marsh
 RAM Electrical & Mechanical Contractors
 3467 Elinor
 Beaumont, TX 77705
 Cell: 214-597-0541
 Fax: 972-539-2422
 Email: ray@ram4mep.com

Employment Services

Imogene Chargois
 Texas Workforce Centers of Southeast Texas
 304 Pearl Street
 Beaumont, TX 77701
 Tel: 409-839-8045
 Fax: 409-835-0774
 Email: imogene.chargois@setworks.org

*Luis G. Silva
 Silva Employment Network
 2901 Turtle Creek Drive, Suite 205
 Port Arthur, TX 77642
 Tel: 409-727-4024
 Fax: 409-727-4094
 Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
 Apex Petroleum & Energy Xpress, LLC
 The Apex Plaza
 9100 SW Freeway, Suite 201
 Houston, TX 77074
 Tel: 713-541-2755
 Fax: 713-541-5535
 Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
 Chica & Associates Inc.
 595 Orleans, Suite 508
 Beaumont, TX 77701
 Tel: 409-833-4343

Sina K. Nejad, P.E.
 Sigma Engineers, Inc.
 4099 Calder Avenue
 Beaumont, TX 77706
 Tel: 409-898-1001
 Fax: 409-898-3420
 Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
 Legacee Environmental
 6001 Savoy, Suite 204
 Houston, TX 77035
 Tel: 713-218-8647
 Fax: 713-218-8649
 Email: bnelson@legaceeenvironmental.com

Florists- Retail

Mr. Walter McCloney
 McCloney Florist
 2690 Park St
 Beaumont, TX 77701
 Tel: 409-838-6861
 Fax: 409-838-0085
 Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
 Clint's Maintenance and Repairs
 8345 Lawrence Drive
 Beaumont, TX 77708
 Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
 Consulting Business Development
 9692 Westhiemer Rd., Suite 83
 Houston, TX 77063
 Tel: 512-789-8178
 Email: david@bdbelvin.com
 Website: www.bdbelvin.com

Glenn J. Walters
 Home Sweet Home Enterprise, Inc.
 5212 Culpepper PL
 Wesley Chapel, FL 33544
 Tel: 813-907-9499
 Cell: 813-503-8896
 Fax: 813-994-9557
 Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
Farmers Insurance Group
1120 Woodworth Blvd.
Port Arthur, TX 77640
Tel: 409-982-1200
Fax: 409-982-1300
Email: bholmes@farmeragent.com

Byron Lewis
LRC Insurance, Inc.
190 S. Dowlen Road
Beaumont, TX 77707
Tel: 409-866-7073
Cell: 409-466-3664
Email: lrcinsurance@yahoo.com

Charles E. Taylor
Farmers Insurance Group
3355 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-8300
Home: 409-866-8412
Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
A & M Marketing
595 Orleans, Suite 1128
Beaumont, TX 77701
Tel: 409-466-2533
Email: odharm21@yahoo.com
Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977

Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenery@aol.com

Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
 Area Impressions Caps & T's
 Tel: 409-833-4561
 Email: bprados@swbell.net

Office Supply

Howard Giron
 Select Business Products
 P.O. Box 22741
 Beaumont, TX 77720
 Tel: 409-866-3224
 Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
 Moore Superior Pest Control, Inc.
 Tel: 409-899-1799

Photography

Harold's Photography
 2705 S. Fourth St
 Beaumont, TX 77705
 Tel: 409-794-5376
 Fax: 409-842-4143
 Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
 Photographer & Videographer
 2906 Roberts St.
 Beaumont, TX 77701
 Tel: 409-842-3903

Sonny Perkins
 Sonny's Video
 2290 Morrison
 Beaumont, TX 77701
 Tel: 409-832-9380

Plumbing

A.J.
 Martha's Sewage and Drainage Service
 2370 Columbia Street

Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio

2531 Calder Ave.
 Beaumont, TX 77702
 Tel: 409-833-0990
 Fax: 281-424-7588

Tracie Payne
 CUSH Magazine
 P.O. Box 22197
 Beaumont, TX 77720
 Tel: 409-212-1111
 Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
 WGN Procurement
 2626 South Loop West, Suite 545
 Houston, TX 77054
 Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
 Synergy International Realty
 2955 Laurel St.
 Beaumont, TX 77702
 Tel: 409-835-1111
 Fax: 409-866-5463
 Email: drvinnie@sbcglobal.net

Kim Fenner
 ERA Team REALTORS
 2396 Eastex Freeway
 Beaumont, TX 77703
 Tel: 409-898-0701
 Fax: 409-898-8591
 Cell: 409-893-0735
 Email: kim.fenner@era.com
 Website: www.erateamrealtors.com

Mr. Pat Gibbs
 G-Team Real Estate
 3229 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-832-2500
 Fax: 409-832-2515
 Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
 Dee Richard Real Estate
 999 S. 4th St.
 Beaumont, TX 77701
 Tel: 409-839-4580
 Fax: 409-839-4395
 Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
 Dee Richard Real Estate
 999 S. 4th St.
 Beaumont, TX 77701
 Tel: 409-839-4580
 Fax: 409-839-4395
 Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
 Dee Richard Real Estate
 999 S. 4th St.
 Beaumont, TX 77701
 Tel: 409-839-4580
 Fax: 409-839-4395
 Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
 Five Brothers Investments
 6140 W. Windemere Dr.
 Beaumont, TX 77713
 Tel: 409-898-4100
 Cell: 409-201-0777
 Fax: 409-898-4090
 Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
 Insurance- Real Estate- Construction
 2875 Washington Blvd
 Beaumont, TX 77705
 Tel: 409-842-3444
 Fax: 409-842-9770
 Cell: 409-338-1365
 Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
 Southern Delight Restaurant
 3195 Washington Blvd.
 Beaumont, TX 77705
 Tel: 409-840-5025

Frank Owens, Proprietor
 Dairy Queen
 3755 College St.
 Beaumont, TX 77701
 Tel: 409-838-4723

Nolan Hines, Jr.
 Taste of Orleans
 672 Orleans St.
 Beaumont, TX 77701
 Tel: 409-833-9460
 Cell: 409-553-4632
 Fax: 409-833-9470
 Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
 Norman & Norman Roofing
 Beaumont, TX
 John Tel: 409-454-8586
 Lawrence Tel: 409-838-4266

Sanitary Supply

Armstead Price, Owner
 MVP Janitorial Inc.
 5430 Concord Road, Suite A
 P.O. Box 22961-2961
 Beaumont, Tx 77720
 Tel: 409-347-4100
 Cell: 409-454-5100

*S and S – Enterprises
 PO Box 1983
 Beaumont, TX 77704
 Tel: 409-842-0594
 Fax: 409-842-0594
 Pager: 409-726-3624

The Invisible Armor
 Tammy Powell
 P.O. Box 22492
 Beaumont, TX 77720
 Tel: 409-840-9801
 Fax: 409-840-9815
 Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
 AAA Trophy Shop & Etc.
 4570 Highland Ave
 Beaumont, TX 77705
 Tel: 409-651-6050
 Fax: 409-842-6473
 Email: aaatrophysshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
 J&J Trucking
 Tel: 409-833-3026

Erwin Charles
 Charles Trucking
 Tel: 409-835-5805

Delisa Bean
 Dawn Express
 2005 Broadway, Suite 113
 Beaumont, TX 77702
 Tel: 409-212-8222

Frank Patillo
 Frank Patillo Trucking
 Tel: 409-833-0804

Gerald Castille
 G&S Trucking & Mowing
 Tel: 409-832-8347

Chris Gobert
 Gobert Trucking Company
 Tel: 409-838-5079

Jerry P. Bernard

Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

Wrecker Services

Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Application Date: 12/5/13 Permit #: 05 -OW- 13 Precinct#: #1 & #4
 Business Name: Square Mile Energy, LLC Business Phone: 713-266-3685
 Business Address: 5847 SAN FELIPE, SUITE 2900
 Local Representative: Buck Kael Local Phone: 361-550-4092
 State Permit No. (if applicable): _____
 Bond Amount: \$650,000.00 Bond #: LPM9107544
 Description of Work/Type/Location: OIL & GAS DRILLING

Description of Route: From CHINA TX Go South on S. CHINA RD. 3 miles
TO LAWHON RD, Take LAWHON RD. EAST 3.5 miles
Pending road and bridge conditions, may not be open
until middle to late spring.

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Signed this 5 day of 2013 December 20 13.

Square Mile Energy, LLC
 Name of Company (Permittee)

JEFFERSON COUNTY

By: CHRIS McINTOSH

By: Wanda M. Ras
 Director of Engineering

Title: FACILITY & CONSTRUCTION Manager

[Signature]
 Applicant's Signature

By: Kenneth Minkins
 Precinct Supervisor

CHRIS McINTOSH
 Applicant's Printed Name

[Signature]

JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT
(Engineering Department Use Only)

Date Approved: 12/9/13 Application Approved ☒ Yes Pending ☐ No

If No, give reason: (PENDING) Lawhon Bridge
completion and road condition
at bridge road expansion. The
condition of the seal coat must
be favorable to heavy truck
traffic. Due to weather conditions
the bridge contractor may be unable
to complete the road part of
the project until middle of spring.

Processed By: ERNEST CLEMENT

Title: Engineering Specialist


Processor's Signature

ERNEST CLEMENT
Processor's Printed Name

Vaughan #1 Prospect
Jefferson Co, TX
Directions

From HWY 90 at Beaumont, TX: From Beaumont TX Take HWY 90 west to China TX. Turn left headed south on South China Rd. Take S. China Rd south for 3 miles to Lawhon Rd. Take Lawhon Rd east 3.5 miles and the location entrance will be on the right.

Vaughan Entrance (NAD83):
Lat: 30° 0'2.64"N
Long: 94°16'25.07"W





STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

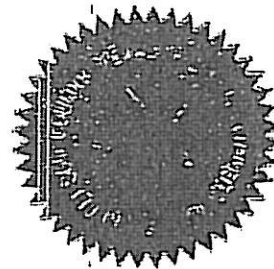
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

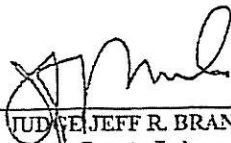
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND SQUARE MILE ENERGY, LLC

WHEREAS, SQUARE MILE ENERGY, LLC (hereinafter "Company") intends to conduct DRILLING OPERATIONS [describe operation], (hereinafter the "Project") at a site located on LAWHOW ROAD (county road name) located in Precinct No. 4; and No. 4

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road SOUTH CHINA RD. (3 MILES)
2. County Road LAWHOW RD. (3.5 MILES); and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road LAWHOW RD and County road SOUTH CHINA RD for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of DEC 15, 2013 to a termination date of APRIL 1, 2013. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 650,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: Lawson RD and County [2nd road name: S. China RD.] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5 day of December, 2013

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____.

Attest:

Jefferson County Clerk



Authorized Agent for SUNBELT MILK ENERGY

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, _____ a notary public, do hereby certify that on this _____ day of _____, _____, personally appeared before me _____, being by me first duly sworn, declared that he is the _____ of _____ and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, _____.

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Super-Heavy or Oversize Permit Bond

JEFFERSON COUNTY, TEXAS

Bond No. LPM9107544

KNOW ALL MEN BY THESE PRESENTS:

That we, Square Mile Energy, LLC of 5847 San Felipe, Suite 2940, Houston, TX 77057 as Principal, and the Fidelity and Deposit Company of Maryland of 1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056, as Surety, are held and firmly bound unto Jefferson County in the penal sum of SIX HUNDRED FIFTY THOUSAND AND 00/100 (\$650,000.00) dollars as approved by Jefferson County Commissioner's Court, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said Square Mile Energy, LLC, as Principal, will make payment to Jefferson County of and for any and all damages that may be sustained to any County Road under the jurisdiction of Jefferson county by virtue of the operation of any equipment by the said Square Mile Energy, LLC for Vaughan #1 Prospect Permit-South China Road to Lawhon Road, for which a permit is issued to operate under the state law, 623.011 and 623.012, TRANSPORTATION CODE.

NOW, therefore, if the said Square Mile Energy, LLC shall pay to Jefferson County any and all damages that may be sustained to any County Road as above recited by virtue of the operation of any equipment under the provisions of the law referred to above during a period beginning with the date of this bond and ending ninety days following, then this obligation to be null and void, otherwise to remain in full force and virtue at Law. This bond shall not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County.

Dated December 6, 2013.

Square Mile Energy, LLC

PRINCIPAL

By: [Signature]

(Title) President

Fidelity and Deposit Company of Maryland

SURETY

By: [Signature]

Maria D. Zuniga, ATTORNEY IN FACT

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Vickie LACY**, **Richard COVINGTON**, **Maria D. ZUNIGA**, **Marc W. BOOTS**, **P. T. OSBURN** and **Joseph R. AULBERT**, all of Houston, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians. and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of May, A.D. 2013.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes.*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 17th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN**, Vice President, and **ERIC D. BARNES**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

*Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015*



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of December, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

Special, December 23, 2013

There being no further business to come before the Court at this time,
same is now here adjourned on this date, December 23, 2013