

**TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF AMARILLO,
PARKWEST CORPORATE CENTER, LTD., ENCOMPASS HEALTH TEXAS REAL
ESTATE, LLC, AND ENCOMPASS HEALTH REHABILITATION HOSPITAL OF
AMARILLO, LLC**

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This Tax Abatement Agreement (“**Agreement**”), is entered into as of this 28th day of September, 2021 (“**Effective Date**”), by and between the City of Amarillo, Texas (“**City**”), a home rule city and municipal corporation located in Potter and Randall Counties, Texas, duly acting herein by and through its City Manager or other designated representative, Parkwest Corporate Center, Ltd., a Texas limited partnership (“**Parkwest**”), Encompass Health Texas Real Estate, LLC, a Delaware limited liability company (“**EH Real Estate**”), and Encompass Health Rehabilitation Hospital of Amarillo, LLC, a Delaware limited liability company (“**EH Hospital**”).

WITNESSETH:

WHEREAS, the City Council of the City of Amarillo, Texas (“**City Council**”) indicated its election to be eligible to participate in Tax Abatements in the Resolution Adopting Guidelines and Criteria for Tax Abatement in the City of Amarillo (“**Policy Statement**”), by the passage of Resolution No. 7-26-88-1 on the 21st day of July, 1988; and

WHEREAS, on the 24th day of August, 2021, the City Council readopted the Policy Statement by the passage of Resolution No. 08-24-21-1; and

WHEREAS, the City’s current Policy Statement entitled:

RESOLUTION ADOPTING GUIDELINES
AND CRITERIA FOR TAX ABATEMENT WITHIN REINVESTMENT ZONES
FOR THE
CITY OF AMARILLO

Is attached as Exhibit A hereto; and

WHEREAS, the Policy Statement constitutes appropriate “guidelines and criteria” governing tax abatement agreements which may be entered into by the City as contemplated by the Texas Tax Code (“**Tax Code**”), and provides for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, entering into this Agreement will produce public benefits:

- 1) enhancing and diversifying the economic and industrial bases of the Amarillo area;
- 2) contributing to the retention and expansion of primary employment; and
- 3) attracting major investment that will be of benefit to the Premises (as hereafter defined) and that will contribute to the economic development of the City; and

WHEREAS, on the 28th day of September, 2021, the City Council adopted Ordinance No. 7927 establishing City of Amarillo Reinvestment Zone No. 14 (“**Zone**”) for commercial/industrial tax abatement, as authorized by Tax Code Chapter 312; and

WHEREAS, Parkwest currently holds title to the Premises, but EH Real Estate expects to receive title to the Premises under a real estate purchase contract between Parkwest and EH Real Estate (“**Purchase Agreement**”); and

WHEREAS, EH Real Estate and EH Hospital expect EH Hospital to lease the Premises from EH Real Estate after the closing of the Purchase Agreement; and

WHEREAS, the contemplated uses of the Premises (a rehabilitation hospital), the contemplated improvements to the Premises as set forth in this Agreement, the contemplated equipment, and other business personal property, and the other terms of this Agreement will encourage development of the Zone, are in accordance with the purposes for its creation, and are in compliance with the Policy Statement, the Ordinance, and all applicable laws; and

WHEREAS, EH Hospital’s use of the Premises is expected to favorably influence the economic and employment base of the City, to wit: within 24 months to provide 90 new full time jobs; and

WHEREAS, the City Council finds that the improvements sought are feasible and practical and will be of benefit to the Premises, the Zone, and to the City after expiration of this Agreement; and

WHEREAS, the City Council finds that the terms of this Agreement and the proposed Qualified Facilities and Qualified Personal Property (as hereafter defined) subject to this Agreement meet the applicable guidelines and criteria previously adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Premises subject to the Agreement is located;

NOW, THEREFORE, the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of major investment to the Zone and business activity which contributes to the overall economic development of the City and enhancement of the tax base in the City; Parkwest, EH Real Estate, and EH Hospital for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by each, which consideration includes the tax abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

1. Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1) “Tax Code” means the relevant provisions of the Texas Tax Code.
- 2) “Eligible Property Value” shall mean the value of EH Real Estate’s Qualified Facilities and EH Hospital’s Qualified Personal Property that:
 - a) is eligible for tax abatement under Tax Code Chapter 312 (which shall not include the real property’s current value – only increase in value of the real property may be exempted); and
 - b) has taxable situs in the Zone on January 1 of the first tax year as set forth in Section 3 or on January 1 of any subsequent tax year as set forth in Section 3.

However, pursuant to Tax Code Section 312.204, tangible personal property that was located on the Premises before the beginning date of the abatement period shall not be eligible for tax abatement. Supplies and inventory located in the Zone at any time shall not be eligible for tax abatement.

- 3) “Qualified Facilities” shall mean the buildings and other improvements constructed by or for the benefit of EH Real Estate for design, assembly, manufacturing, storage, training, repair, or other purposes in the Zone, consisting of an approximately 47,745 ft² and 40-bed inpatient rehabilitation hospital expected to cost approximately \$21,900,000.
- 4) “Qualified Personal Property” shall mean the machinery, equipment, furniture, fixtures, and other tangible personal property that are eligible for tax abatement under Tax Code Chapter 312, consisting of rehabilitation furniture, fixtures, and equipment sufficient to carry on inpatient rehabilitation operations and expected to cost \$4,500,000, and that:

- a) is owned by EH Hospital or a third party as described in Section 2(11)(b);
 - b) is located in the Zone; and
 - c) but for this Agreement would be subject to appraisal by the Potter County Appraisal District or its successor for the applicable tax year.
- 5) “Premises” shall mean the parcel of land owned by Parkwest and to be owned by EH Real Estate under the Purchase Agreement in Amarillo, Potter County, Texas, as described on Exhibit B, which is attached hereto and incorporated by reference, and is located within the Zone (or that entirely constitutes the Zone).
 - 6) “Abatement” shall mean the tax abatement rate in those percentages set forth in Section 5 for each applicable year.

2. General Provisions

- 1) EH Real Estate and EH Hospital agree that their use of the Premises will be in accordance with applicable state and local laws and regulations.
- 2) The parties agree that the periods of abatement under this Agreement are directly proportional to the capital expenditures for improvements and the number of permanent full-time jobs created by EH Hospital.
- 3) The procedures followed by the City in the enforcement and administration of this Agreement will conform to the requirements of the Tax Code and other applicable law. To the extent possible, these procedures will be undertaken in coordination with EH Hospital’s corporate, public, employee, and business relations requirements.
- 4) The Premises are presently owned by Parkwest and are to be owned by EH Real Estate under the Purchase Agreement. Parkwest joins herein solely as an accommodation party currently owning the Premises which are to be transferred to EH Real Estate under such Purchase Agreement; provided, however, that all parties hereto agree that the Purchase Agreement is the sole agreement between Parkwest and EH Real Estate with respect to the purchase and sale of the Property, and this Agreement does not create, and shall not be construed to create, an independent obligation of Parkwest to convey the Property to EH Real Estate. The Premises are located solely within the corporate limits of the City and within the Zone.
- 5) The Premises and Qualified Facilities are not an improvement project financed by tax increment bonds.
- 6) This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.
- 7) The Premises and Qualified Personal Property are not owned or leased by any member of the Amarillo City Council or any member of the Planning and Zoning Commission of the City or a member of the governing body of any taxing units joining in or adopting this Agreement.
- 8) The City has adopted guidelines and criteria governing tax abatement agreements and it has the authority to enter into this Agreement.
- 9) This Agreement is intended to comply with the requirements of law and is authorized by the Texas Property Redevelopment and Tax Abatement Act, Tax Code Chapter 312, the Policy Statement, and by resolution of the City Council of the City of Amarillo authorizing execution of this Agreement.
- 10) During the period of tax abatement herein authorized, EH Real Estate and EH Hospital shall be subject to taxation on all real and personal property not abated or otherwise exempted.

- 11) This Agreement shall apply to Qualified Facilities and Qualified Personal Property which is owned by:
- a) EH Real Estate or EH Hospital; or
 - b) A third party when
 - i) EH Real Estate or EH Hospital is contractually obligated to pay taxes on said personal property; and
 - ii) EH Real Estate or EH Hospital renders said personal property for taxation.
- 12) The construction and development of the Qualified Facilities and Qualified Personal Property contemplated by this Agreement will be diligently pursued by EH Real Estate and EH Hospital and may occur in Phases. Each Phase will be created as set forth in Section 4 of this Agreement.

3. Term and Abatement Period

A six (6) year tax abatement is hereby granted to EH Real Estate and EH Hospital subject to meeting the conditions herein. For each Phase (as hereafter defined), the six (6) year abatement period commences beginning on January 1 of the first tax year for which EH Real Estate or EH Hospital files an approved abatement application with the Potter County Appraisal District. For each subsequent Phase, the six (6) year abatement period commences on January 1 of the first tax year for which EH Real Estate or EH Hospital timely files an approved abatement application for that Phase with the Potter County Appraisal District.

4. Construction May Occur in Phases

At its option, EH Real Estate or EH Hospital may elect to stage development of the Qualified Facilities and Qualified Personal Property to occur at different times within the Zone. If EH Real Estate or EH Hospital chooses to make this election, each individual Phase shall be eligible for Abatement under the terms of this Agreement for a period of six (6) years.

EH Real Estate and EH Hospital will designate each Phase by metes and bounds or by description of the improvement or property sought to be abated, to be submitted with the first Tax Abatement application filed on each Qualified Facility or Qualified Personal Property in that Phase. Each Phase so designated will be sequentially numbered as Phase 1, Phase 2, and so forth. Thereafter, the Qualified Facilities and Qualified Personal Property in each Phase shall be the subject of a separate Tax Abatement application as may be required by law. For purposes of identifying property within a Phase, it shall be sufficient to generally identify the improvement or property by its use or purpose and relative geographic location to other existing improvements.

The deadline for designating a Phase under Section 4 of this Agreement coincides with the expiration of the Zone, being the fifth (5th) anniversary of the establishment of the Zone, unless renewed or extended to a later date by the City.

5. Rate of Abatement

The rate and scope of tax abatement shall be as follows:

- 1) Scope of Abatement. The annual rate of abatement will be applied as set forth below to the Eligible Property Value.
- 2) Annual Rate of Abatement. The following shall be the annual rate of tax abatement. The rate of abatement shall be applied separately to the Eligible Property Value in each Phase created under this Agreement for each applicable tax year.

<u>Year of Abatement</u>	<u>Rate of Abatement on Incremental Increase</u>
1	60%
2	60%
3	60%
4	60%

5	60%
6	60%

6. Records and Audits

- 1) At all times throughout the term of this Agreement and upon at least 24 hours prior notice to EH Hospital, the City and the Potter County Appraisal District shall have reasonable access to the Premises by their employees or agents, accompanied by EH Real Estate or EH Hospital personnel, for the purpose of inspecting the Premises to ensure the Qualified Facilities and Qualified Personal Property are maintained in accordance with the conditions of this Agreement and shall have access to the books and records of EH Real Estate and EH Hospital for purposes of determining compliance with state law and this Agreement. City acknowledges that EH Hospital is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations (“*HIPAA*”), and that HIPAA requires EH Hospital to ensure the safety and confidentiality of patient medical records. EH Hospital further acknowledges that, in order for EH Hospital to comply with HIPAA, EH Hospital must restrict access to the portions of the Premises where patient medical records or protected health information are kept or stored. City hereby agrees that, notwithstanding the rights granted to City under this Section 6(1), except for an emergency entry into the Premises or when accompanied by an authorized representative of EH Hospital, neither EH Hospital nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by EH Hospital as locations where patient medical records are kept and/or stored or in any patient examination rooms when occupied by a patient.
- 2) Before December 31 of each year, EH Real Estate and EH Hospital must certify in writing to the governing body of each participating taxing unit that it is in compliance with each term of this Agreement; provided, however, that EH Real Estate and EH Hospital shall not be considered in default hereunder until the applicable party has received notice of non-compliance, and has had a period of time (not to exceed 30 days) to provide the required certification.

7. Performance Requirement

EH Real Estate and EH Hospital shall not be entitled to any Eligible Property Value tax abatement under this Agreement for any tax year during which EH Real Estate or EH Hospital is in default of this Agreement following the expiration of the applicable cure period set forth in, or authorized pursuant to, Section 8 of this Agreement.

8. Breach and Default

In the event that EH Real Estate or EH Hospital:

- 1) fails to make the improvements or repairs;
- 2) allows *ad valorem* taxes on the Premises, Qualified Facilities, or Qualified Personal Property subject to abatement to become delinquent and fails to timely and properly follow the legal procedures for the protest and/or appeal of such *ad valorem* taxes,
- 3) fails or refuses to timely file the documents required to be filed with the State Comptroller or local tax appraisal district in connection with the tax abatement set forth in this Agreement; or,
- 4) breaches any of the terms or conditions of this Agreement;

then EH Real Estate and EH Hospital shall be in default of this Agreement.

If EH Real Estate or EH Hospital defaults in its performance of 1, 2, 3, or 4 above, the City shall give EH Real Estate and EH Hospital written notice of default. If EH Real Estate or EH Hospital, as appropriate, has not cured such default within ninety (90) days of receipt of written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral, EH Real Estate and EH Hospital shall be in default for that tax year. However, if such

default is not reasonably susceptible of cure within such ninety (90) day period, whether or not due to causes within the control of EH Real Estate or EH Hospital, and EH Real Estate and EH Hospital, as appropriate, has begun efforts to cure the default, then after first advising the City of its efforts, EH Real Estate or EH Hospital may utilize an additional one hundred eighty (180) days to cure the default. Time in addition to the foregoing two hundred seventy (270) day cure period may be authorized by the City, in its sole and absolute discretion.

Failure to timely cure any default will result in the cancellation of this Agreement and the retroactive loss of the tax abatement. Additionally after the expiration of the applicable notice and cure periods, all taxes which would have otherwise been paid to the City during the tax year in which the default occurs without the benefit of abatement plus ten percent (10%) interest beginning on the date of expiration of the cure period will be owed by EH Real Estate or EH Hospital, as appropriate, to the City as liquidated damages. This amount shall be due and owing to the City within sixty (60) days of the expiration of the above referenced cure period, subject to all lawful offsets, settlements, deductions, or credits to which EH Real Estate or EH Hospital may be entitled. The parties acknowledge that actual damages in the event of default would be speculative and difficult to determine.

If the default is cured after the expiration of the two hundred seventy (270) day cure period provided but no later than three hundred sixty-five (365) days after default, then the terms and conditions of this Agreement may be reinstated for the remaining number of years available under Section 3 in which an abatement has not yet been enjoyed.

9. Sale, Assignment, or Lease of Property; Termination

- 1) This Agreement may be assigned by EH Real Estate or EH Hospital to an entity controlling, controlled by, or under common control with EH Real Estate or EH Hospital without further consent of the City.
- 2) This Agreement may be assigned by EH Real Estate or EH Hospital to any other entity only with the consent of the City, which consent shall not be unreasonably withheld.
- 3) This Agreement shall terminate in the event that either Parkwest or EH Real Estate notifies City that EH Real Estate has not acquired the Property pursuant to the terms and conditions of the Purchase Agreement.

10. Indemnity

It is understood and agreed among the parties that EH Real Estate and EH Hospital, in performing their obligations hereunder, are acting independently of City and Parkwest. City and Parkwest assume no responsibilities or liabilities in connection therewith to EH Real Estate, EH Hospital, or third parties, and City agrees that Parkwest has no responsibility or liability under this Agreement with respect to the obligations of EH Real Estate or EH Hospital. EH Real Estate and EH Hospital agree to indemnify and hold City and Parkwest and their agents, employees, and officers harmless from penalties, fines, damages of every kind, attorney fees, costs, and interest that arise out of or relate to EH Real Estate's or EH Hospital's, respectively, acts or omissions relating to the Premises, Qualified Facilities, Qualified Personal Property, or the performance or benefits of this Agreement provided, however, such indemnity shall not extend to matters outside the scope of this Agreement.

11. Notice

Any notice called for or required by this Agreement shall be considered delivered when actually received by a party at the following address, or at such other address as may be designated in writing.

For EH Hospital:

Encompass Health Rehabilitation Hospital of Amarillo, LLC

Attn: Shawn Patzkowsky

9001 Liberty Parkway

Birmingham, AL 35242

Email: shawn.patzkowsky@encompasshealth.com

Attention: _____

with a copy to (which shall not constitute notice):

Attention: _____

For EH Real Estate:

Encompass Health Texas Real Estate, LLC
Attn: Shawn Patzkowsky
9001 Liberty Parkway
Birmingham, AL 35242
Email: shawn.patzkowsky@encompasshealth.com

with a copy to (which shall not constitute notice):

Attention: _____

Email: _____

For City of Amarillo, Texas:

City Manager
City of Amarillo
P.O. Box 1971
Amarillo, Texas 79186-1971
Fax (806) 378-8394

12. City Authorization

This Agreement was authorized by Resolution of the Amarillo City Council approved by a majority of the City Council at a regularly scheduled meeting in accordance with applicable provisions of the Tax Code. The resolution authorized the City Manager, or designee, to execute this Agreement on behalf of the City.

13. EH Real Estate, EH Hospital, and Parkwest Authorization

This Agreement was entered into by EH Real Estate, EH Hospital, and Parkwest pursuant to proper authority whereby an authorized executive officer of EH Real Estate, EH Hospital, and Parkwest, each signing below, were authorized to execute this Agreement on behalf of each entity as shown.

14. Severability

If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid, illegal, or unconstitutional, the balance of this Agreement shall be enforceable and read as if the parties intended at all times to delete the invalid section, subsection, paragraph, sentence, phrase, or word.

15. Estoppel Certificate

Any party hereto may request an estoppel certificate from another party if the certificate is requested in connection with a bona fide business purpose. The estoppel certificate will be addressed as requested by the party, and shall include, but not necessarily be limited to, statements that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of primary Abatement in effect, and such other matters reasonably requested by the party.

16. EH Real Estate and EH Hospital Standing

EH Real Estate and EH Hospital shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same and EH Real Estate and EH Hospital shall be entitled to intervene in said litigation.

17. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Potter County, Texas. This Agreement is performable in Potter County, Texas.

18. Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Potter County, Texas.

19. Entire Agreement

This Agreement contains the entire agreement of the parties on the subject matter herein. This Agreement supersedes any prior written or oral tax abatement agreements or representations between the parties. It may only be modified by written instrument signed by the parties provided, that following the purchase of the Premises by EH Real Estate, Parkwest shall not be a necessary party and this agreement may be modified without Parkwest's consent or acknowledgement.

Notwithstanding the foregoing provisions, this Agreement does not modify, alter, or amend any other agreement or instrument between the City, EH Real Estate, and/or EH Hospital relating to matters other than the abatement of ad valorem taxes on the Eligible Property Value. This Agreement is being executed in multiple originals which are being distributed for execution to EH Real Estate, EH Hospital, Parkwest, and the City. Each party agrees that its sole execution of an original shall constitute its consent to, and acceptance of the Agreement, without the necessity of a single copy being executed by all parties.

{Signature Pages Follow}

Executed to be effective as of the Effective Date.

CITY OF AMARILLO, TEXAS

By: _____

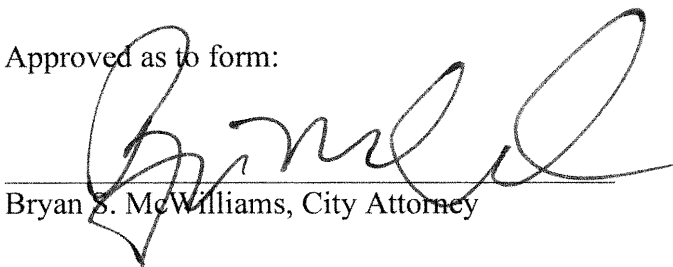
Jared Miller, City Manager

Attest:



Stephanie Coggins, City Secretary

Approved as to form:



Bryan S. McWilliams, City Attorney

City's Acknowledgment

STATE OF TEXAS

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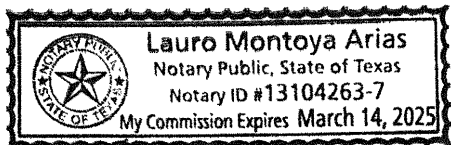
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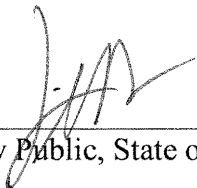
COUNTY OF POTTER

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BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jared Miller, City Manager of the City of Amarillo, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the City of Amarillo, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Amarillo, and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of September, 2021.





Notary Public, State of Texas

ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC

By: [Signature]
Printed Name: Robert W. McCallum, III
Title: Vice President

EH Real Estate Acknowledgment

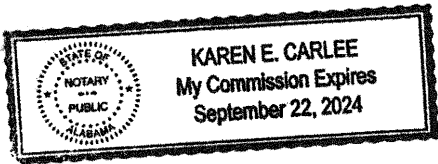
ENCOMPASS HEALTH TEXAS REAL ESTATE, LLC

STATE OF Alabama §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Robert W. McCallum III as VP of Encompass Health Texas Real Estate, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Encompass Health Texas Real Estate, LLC, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of October, 2021.

[Signature]
Notary Public, State of Alabama



ENCOMPASS HEALTH REHABILITATION
HOSPITAL OF AMARILLO, LLC

By: [Signature]
Printed Name: Robert W. McCallum, III
Title: Vice President

EH Hospital Acknowledgment

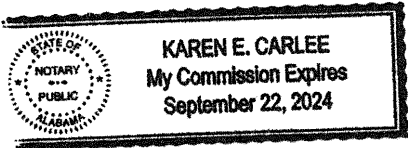
ENCOMPASS HEALTH REHABILITATION HOSPITAL OF AMARILLO, LLC

STATE OF Alabama §
COUNTY OF Jefferson §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Robert W. McCallum III, as VP of Encompass Health Rehabilitation Hospital of Amarillo, LLC, a Delaware limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Encompass Health Rehabilitation Hospital of Amarillo, LLC, that he/she was duly authorized to perform the same by appropriate resolution of such corporation, and that he/she executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of October, 2021.

[Signature]
Notary Public, State of Alabama



PARKWEST CORPORATE CENTER, LTD.

By: _____
Printed Name: Jack E. Neely
Title: General Partner

Parkwest Acknowledgment

PARKWEST CORPORATE CENTER, LTD.

STATE OF CALIFORNIA §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jack E. Neely, as General Partner of Parkwest Corporate Center, Ltd., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Parkwest Corporate Center, Ltd., that he was duly authorized to perform the same by appropriate resolution of such corporation, and that he executed the same as the act of the said corporation for purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2021.

SEE ATTACHED ACK.

Notary Public, State of California

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

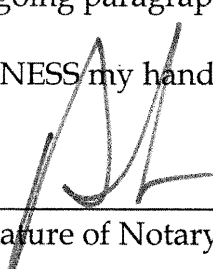
STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

On October 12, 2021, before me, Rikki Frash, a Notary Public, personally appeared Jack Neely, as General Partner of Parkwest Corporation Center, Ltd., a Texas Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(official seal)



Signature of Notary

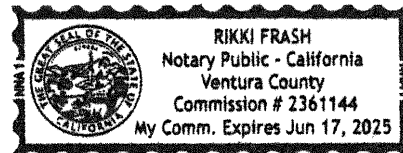


EXHIBIT A
POLICY STATEMENT

EXHIBIT B

Property Description

PROPERTY DESCRIPTION:

A 7.29 acre tract of land in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain tract known as 166.2 acres as described in a Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 7.29 acre tract being further described by metes and bounds as follows:

Commencing at the Southwest corner of said Section 43, Block 9;

THENCE South 89 degrees 49 minutes 19 seconds East along the South line of Section 43, a distance of 2361.35 feet to a point;

THENCE North 00 degrees 10 minutes 41 seconds East, a distance of 1609.18 feet to an "X" in concrete found in the North line of Wallace Boulevard for the POINT OF BEGINNING of this tract, same being a point on a non-tangent curve to the right having a radius of 2622.00 feet;

THENCE Northwesterly along the North line of Wallace Boulevard and said curve to the right an arc distance of 177.50 feet (Chord bearing: North 56 degrees 56 minutes 32 seconds West, 177.47 feet) to an "X" in concrete found;

THENCE North 55 degrees 00 minutes 10 seconds West, along the North line of Wallace Boulevard, a distance of 479.00 feet to an "X" in concrete set;

THENCE North 34 degrees 59 minutes 50 seconds East, a distance of 496.82 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE South 55 degrees 00 minutes 10 seconds East, a distance of 623.00 feet to a 3/8" iron rod with cap marked "HBD" found;

THENCE South 31 degrees 06 minutes 30 seconds West, a distance of 491.94 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 7.29 acres of land.