



Board Binder Open Session

January 10, 2022

Agenda

**MIDLAND DEVELOPMENT CORPORATION AS AUTHORIZED BY CHAPTER 504 OF THE TEXAS
LOCAL GOVERNMENT CODE**

NOTICE OF PUBLIC MEETING

In accordance with Chapter 551, Texas Government Code, as amended, notice is hereby given to the public that the Board of Directors of the Midland Development Corporation will meet in regular session, open to the public, in the Midland Chamber of Commerce board room, 303 West Wall Street, Suite 200, Midland, Texas, at 2:00 p.m. on January 10, 2021. A quorum of the Board of Directors of the Midland Development Corporation intends to be physically present at the aforementioned location.

Videoconference Information

Join Zoom Webinar

<https://us02web.zoom.us/j/83355329357?pwd=aEl5OXZTTTBoMmdqMnZHN0xEeE1udz09>

Passcode: 377082

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558
8656 or +1 301 715 8592

Webinar ID: 833 5532 9357

Passcode: 377082

International numbers available: <https://us02web.zoom.us/j/kcBOkYkssJ>

At such meeting, the Board of Directors may discuss, consider, and take action on any of the following items:

1. Call meeting to order.
2. Presentation thanking outgoing Midland Development Corporation board member Wesley Bownds.
3. Presentation from Midland College regarding the Pre-K Academy at Midland College and the Midland College Division of Education.
4. Motion electing officers to serve through December 2022.
5. Motion approving the minutes of the December 6, 2021, meeting of the Midland Development Corporation.
6. Resolution authorizing the execution of a promotional agreement with Dini Spheris, Inc., to advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises.

7. Resolution authorizing execution of a purchase and sale agreement between the Midland Development Corporation and the Estate of J.L. Davis for the purchase of certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and authorizing the Chairman to execute any and all legal documents and instruments necessary and appropriate for the closing and purchase of said real property.
8. Presentation on the December 2021 monthly expenses and economic development activity report from the Midland Development Corporation Executive Director.
9. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:
 - a. Section 551.072 Deliberation Regarding Real Property
 - i. Discuss the sale, exchange, lease or value of real property described as an approximate 374-acre tract of land out of Section 33, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.
 - b. Section 551.087 Deliberation Regarding Economic Development Negotiations
 - i. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

Posted this 7th day of January 2022.

Amy M. Turner
City Secretary

December 6th Minutes

MIDLAND DEVELOPMENT CORPORATION

MINUTES

December 06, 2021

The Board of Directors of the Midland Development Corporation convened in regular session at the Midland Chamber of Commerce conference room, 303 W. Wall Street, Suite 200, Midland, Texas, at 9:00 a.m. on December 06, 2021.

Board Members present: Chairman Wesley Bownds, Director Berry Simpson, Director Lourcey Sams, Director Chase Gardaphe and Director Jill Pennington and Director Stephen Lowery

Board Members absent: Director Brad Bullock

Staff Members present: Assistant City Manager Tina Jauz, Assistant City Attorney Nicholas Toulet-Crump, Director of Engineering Jose Ortiz and Deputy City Secretary Vanessa White

Council Member(s) present: Mayor Patrick Payton and Council member Lori Blong

MDC Staff Members present: Executive Director Sara Harris, Marketing and Administrative Coordinator Kendall Gray

1. Call meeting to order.

Chairman Bownds called the meeting to order at 10:02 am

2. Motion approving the minutes of the November 01, 2021, meeting of the Midland Development Corporation.

Director Pennington moved to approve the minutes of the November 01, 2021 meeting of the Midland Development Corporation; seconded by Director Gardaphe. The motion carried by the following vote: AYE: Bownds, Simpson, Lowery and Sams. NAY: None. ABSTAIN: None. ABSENT: Bullock.

3. Presentation from Texas Tech University Health Sciences Center regarding the expansion of the Physician Assistant Studies Program and other upcoming initiatives in the City of Midland.

Dr. Timothy Benton and Dr. Christina Robohm-Leavitt gave an overview of the Physician Assistant program and the Psychiatry Residency Program. The Physician Assistant program's building is underway and should be completed by April 2022 which would allow the program to go from 60 to 72 students. The Psychiatry program is a four-year program and will have 2 graduates in 2022.

4. Resolution establishing the dates of the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2022 to January 2023.

Director Sams moved to approve Resolution ED-394 establishing the dates of the regular meetings of the Midland Development Corporation Board of Directors to be held during the period of February 2022 to January 2023; seconded by Director Lowery. The motion carried by the following vote: AYE: Bownds, Simpson, Gardaphe and Pennington.

NAY: None. ABSTAIN: None. ABSENT: Bullock.

5. Resolution authorizing the execution of an amendment to that certain promotional agreement with the Permian Basin Area Foundation.

Director Gardaphe moved to approve Resolution ED-395 authorizing the execution of an amendment to that certain promotional agreement with the Permian Basin Area Foundation; seconded by Director Simpson. The motion carried by the following vote: AYE: Bownds, Lowery, Sams and Pennington.

NAY: None. ABSTAIN: None. ABSENT: Bullock.

6. Motion approving certain promotional funding guidelines for the Midland Development Corporation.

Director Gardaphe moved to approve the motion approving certain promotional funding guidelines for the Midland Development Corporation; seconded by Director Simpson. The motion carried by the following vote: AYE: Bownds, Lowery, Sams and Pennington.

NAY: None. ABSTAIN: None. ABSENT: Bullock.

7. Presentation on the November 2021 monthly expenses and economic development activity report from the Midland Corporation Executive Director.

Sara Harris reported \$1,000,000.00 disbursement to Texas Tech Health Sciences in November and \$300,000.00 to Midland College. There will be a \$1,000,000.00 disbursement to the University Of Texas Permian Basin in December. November sales tax receipts increased 17% year over year.

Board recessed into executive session at 10:49 a.m.

1. Pursuant to Texas Government Code §551.101, the Board of Directors will hold an Executive Session, which is closed to the public to discuss the following matters as permitted under the following Texas Government Code Sections:

1. Section 551.072 Deliberation Regarding Real Property

1. Discuss the sale, exchange, lease or value of real property described as Lots 5 and 6, Block Thirty-Five 35, Original Town of Midland, an addition to the City of Midland, Midland County, Texas.
2. Discuss the sale, exchange, lease or value of real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, an addition to the City of Midland, Midland County, Texas.

2. Section 551.087 Deliberation Regarding Economic Development Negotiations

1. Discuss business prospects that the Midland Development Corporation seeks to have, locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives, and discuss contract compliance on the part of businesses.

Board reconvened into open session at 11:42 a.m.

All the business at hand having been completed, Chairman Bownds adjourned the meeting at 11:43 a.m.

Respectfully submitted,

Vanessa White, Deputy City Secretary

PASSED AND APPROVED the 10th of January 2022.

Berry Simpson, Secretary

Dini Spheris Promotional Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT WITH DINI SPHERIS, INC., TO ADVERTISE AND PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES

WHEREAS, the Midland Development Corporation (the “MDC”) is authorized to expend promotional funds in order to advertise and publicize the City of Midland (the “City”) for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, the Board of Directors finds that a promotional agreement with Dini Spheris, Inc., that provides for the expenditure of promotional funds to advertise and publicize the City for the purpose of developing new and expanded business enterprises, will thereby enhance and promote economic development within the City and the State of Texas; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a promotional agreement with Dini Spheris, Inc., for the purposes described herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman and Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the Midland Development Corporation, a promotional agreement with Dini Spheris, Inc. Said agreement being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller of the City of Midland is hereby authorized and directed to pay Dini Spheris, Inc., in accordance with the terms of said agreement from funds available in the Midland Development Corporation Promotions Project (800705) upon receipt of proper invoices or statements.

On motion of Director _____, seconded by Director _____, the

above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D., 2022, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

STEPHEN LOWERY,
Chairman of the Midland
Development Corporation

ATTEST:

JILL PENNINGTON,
Secretary for the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

JOHN OHNEMILLER,
Attorney for the Midland
Development Corporation

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT (“*Agreement*”) is made and effective the 25th day of January, 2022 (the “*Effective Date*”), by and between the MIDLAND DEVELOPMENT CORPORATION (“*MDC*”), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and DINI SPHERIS, INC., a Texas corporation (“*COMPANY*”). In this Agreement, MDC and COMPANY are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

WITNESSETH:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code; and

WHEREAS, MDC’s expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and COMPANY;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make payments to COMPANY in accordance with the fees and schedule contained in **Exhibit B**. The total funds provided by MDC under this Agreement shall not exceed the total fee/reimbursement amount contained in **Exhibit B**. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for COMPANY’s advertising and promotional services as set forth herein.

B. Services. COMPANY shall use commercially reasonable efforts to provide those services described in **Exhibit A** and **Exhibit B**, which are attached hereto and incorporated herein for all purposes. COMPANY shall perform all services in a workmanlike manner. COMPANY shall coordinate with MDC’s Chairman, or his designee, regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

Exhibit A

C. Summary Report. During the term of this Agreement, at a time and place mutually agreed to by the Parties, COMPANY shall provide MDC with a report or presentation containing a detailed summary of COMPANY's efforts to promote new and expanded business enterprises within the City of Midland.

III. INDEPENDENT CONTRACTOR

COMPANY shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. COMPANY shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of COMPANY's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control," which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date, and shall terminate on March 31, 2022, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

A. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement; and except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least ninety (90) days' written notice to COMPANY. The parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

D. Legal Construction. In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party.

If to MDC:

Executive Director
Midland Development Corp.
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to COMPANY:

Dini Spheris, Inc.
2727 Allen Parkway, Suite 1650
Houston, Texas 77019
Attn: Ramona R. Alms

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by COMPANY without the prior written consent of MDC.

G. Release. **NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR MDC'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. Waiver of Attorney Fees. By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF EITHER PARTY BRINGS OR**

COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), THAT PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

K. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the Parties shall be deemed to have occurred in Midland County, Texas.

L. Third-Party Beneficiary. MDC's approval of this Agreement does not create a third-party beneficiary. There is no third-party beneficiary to this Agreement. No person or entity who is not a Party to this Agreement shall have any third-party beneficiary or other rights hereunder.

M. Governmental Function. MDC and COMPANY hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement is a governmental function. By entering into this Agreement, COMPANY releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

N. Conflict of Terms. If any conflict of terms or language exists between the provisions of this Agreement and the provisions contained in **Exhibit B**, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions of this Agreement shall supersede any and all conflicting provisions contained in **Exhibit B**.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

**MIDLAND DEVELOPMENT
CORPORATION**

Stephen Lowery, Chairman

ATTEST:

Jill Pennington, Secretary

DINI SPHERIS, INC.

By _____

Name _____

Title _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of the DINI SPHERIS, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

Promotional Services to be Provided by Dini Spheris

1. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
2. Including references to the Midland Development Corporation's support for the Hogan Park re-development campaign in media releases, including advertising, social media posts, television, and newspaper coverage where appropriate.
3. Including a description and logo for the Midland Development Corporation in the Hogan Park re-development campaign website and promotional materials.



DINI SPHERIS

CONSULTING SERVICES AGREEMENT

BETWEEN

DINI SPHERIS

AND

MIDLAND DEVELOPMENT CORPORATION

MIDLAND, TEXAS

Subject to the terms and conditions of the Consulting Services Agreement Terms and Conditions ("Terms and Conditions"), this Consulting Services Agreement (this "Agreement") is entered into this 25th day of January 2022, by and between Dini Spheris, Inc., a Texas corporation ("Dini Spheris"), and **Midland Development Corporation** (the "Client") and evidences the engagement of Dini Spheris to provide the Client with professional consulting services.

The Client is an economic development corporation existing under the authority of Chapter 504 of the Texas Local Government Code (EIN# 27-1069506) that desires to obtain professional advice and assistance in planning and implementing fundraising activities or other specific activities related to the organization's mission. Dini Spheris is a consulting firm with expertise in fundraising and management and has the personnel capable of providing the type of services desired by the Client.

The Client desires to engage Dini Spheris, and Dini Spheris agrees to perform the professional services more particularly described herein ("services").

In consideration of the premises and other mutual promises and benefits set forth below, the Client and Dini Spheris agree as follows:

1. **Services.** Dini Spheris shall provide Campaign Capacity Building services as follows:
 - Final implementation of the Permian Basin Quality of Place Conservancy: Priority focus is management of the Executive Director search. Assist the co-chairs and committee with interviewee selection and administrative support. Prepare responses and documents as requested by government entities, coordinate board meetings and agendas.

Exhibit B

CONSULTING SERVICES AGREEMENT

Midland Development Corporation

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- Campaign Oversight and Management: Provide guidance in monthly campaign meetings and overall management of volunteers; develop and update case materials as needed; provide strategy as it relates to prospects and cultivation proactively and upon request by each committee member; manage and prepare all proposal submissions; work individually with committee members on action items; research new prospects and revenue strategies; create and manage the prospect spreadsheet; track results and be available for any events or other opportunities as needed to move the campaign forward.
- Social Media Strategy: Create and manage social media strategy and post content across multi social media platforms on a weekly basis.

Ms. Michelle Buchanan, shall serve as primary counsel for this project. Mr. Victor Brooks, Consultant, shall assist in the delivery of these consulting services. Ms. Jacquelyn Buss, Consulting Projects Manager, shall provide logistical and administrative support. Mr. Rodney Nicholson, Director, Information Technology Services, will manage social media services. Other members of Dini Spheris may assist with these services as required.

2. **Compensation and Reimbursement.** The total fee for these services is \$75,000. Payment of fees is due as follows:

January 25, 2022	\$25,000
February 15, 2022	\$25,000
March 15, 2022	\$25,000

In addition to the fee, Dini Spheris shall be entitled to reimbursement up to \$7,000.00 for reasonable expenses incurred in performing the services, including travel, wealth screening if conducted through Dini Spheris (in excess of 500 records if referenced in services above), printing, meeting expenses and supplies. Dini Spheris shall be solely responsible for all other expenses of its business. Dini Spheris shall bill the Client monthly for all fees and expenses incurred each month. All bills are payable within ten (10) days after receipt. Bills more than forty-five (45) days past due shall be considered delinquent and will constitute a breach of contract. Dini Spheris shall have the right to cease work for the Client until all outstanding bills from Dini Spheris are paid in full. Upon payment in full, Dini Spheris will have the right to resume the contract or to negotiate a new contract for the balance of the services.

3. **Duration and Termination.** This Agreement shall be for a term of three months, commencing **January 25, 2022** and continuing through **March 31, 2022**. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party. Upon

CONSULTING SERVICES AGREEMENT

Midland Development Corporation

January 1, 2022

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termination of this Agreement by means of written notice prior to the end of the term, the fees payable and expenses to be reimbursed to Dini Spheris by the Client shall be those incurred to the date of termination.

4. **Notices.** Any notice given pursuant to this Agreement or the Terms and Conditions by any party to the other shall be deemed to have been given upon (i) delivery, if hand delivered, (ii) three days after the mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, (iii) on the next business day after facsimile transmission, or (iv) on the date of transmission, if sent by email, addressed to such address as any party hereunder may designate for notice purposes. Notices shall be sent to:

For Dini Spheris: Attn: Ms. Ramona R. Alms
Vice President, Finance & Administration
Dini Spheris
2727 Allen Parkway, Suite 1650
Houston, Texas 77019
Email: ralms@dinispheris.com

For the Client: Mailing Address
Attn: Sara Harris
Midland Development Corporation
200 N. Lorraine Street, #610
Midland, Texas 79701
Email: sharris@midl.ndtxedc.com

5. **Billing Contact.** Dini Spheris has automated our billing processes and sends all invoices electronically via email. Please select a designated person in your organization that is to receive (not necessarily approve) monthly billing invoices from Dini Spheris and have them send an email to the following email address (ralms@dinispheris.com) so that we can set them up in our accounting system to receive monthly invoices via email. You may also complete the space below with the appropriate information:

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Midland Development Corporation

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Dini Spheris may send Client invoices to the following email address(es):

sharris@midlandtxedc.com

Client email address for receipt of monthly billing invoices.

CC: this Client email address (Accounts Payable, etc.)

[SIGNATURES ON FOLLOWING PAGE]

CONSULTING SERVICES AGREEMENT

Midland Development Corporation

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written intending to be bound thereby.

Midland Development Corporation

BY: _____

NAME: _____

TITLE: _____

Dini Spheris

BY: *m Buchanan*

NAME: Michelle Buchanan

TITLE: Principal

Consulting Services Agreement Terms and Conditions

Unless otherwise specifically indicated, all terms used in this Consulting Services Agreement Terms and Conditions (this "Terms and Conditions") shall have the meaning as set forth in the Consulting Services Agreement (the "Agreement," and together with the Terms and Conditions, shall constitute the "Services Agreement").

1. Method of Performing Services. Dini Spheris shall determine the method, details and means of performing the work to be carried out for the Client pursuant to the Services Agreement. Dini Spheris warrants that the services performed hereunder (performed by either Dini Spheris or any subcontractor to Dini Spheris) shall be performed using the standards, practices, methods and procedures and exercising that degree of skill, care and diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

2. Changes to Services Rendered. The services rendered under the Services Agreement may be changed by the Client only pursuant to an amendment, approved by Dini Spheris, in its sole discretion. If the changes requested are outside the general scope of the Services Agreement, as determined by Dini Spheris, the Client and Dini Spheris shall negotiate a new agreement and fee arrangement to cover the new services.

3. Nature of the Relationship. The intent and purpose of the parties to the Services Agreement is for Dini Spheris to serve as an independent consultant for the Client in connection with providing the services. Nothing contained in the Services Agreement shall be deemed or construed to create a partnership or joint venture between the Client and Dini Spheris, or to create a relationship of employer-employee between the Client and Dini Spheris or any representative of Dini Spheris, or shall otherwise create any liability for the Client or Dini Spheris with respect to any indebtedness, liabilities or obligations of the other or any third party.

4. Governing Law. The validity, construction, enforcement and interpretation of the rights and duties of the parties to the Services Agreement shall be governed by and interpreted under the laws of the state of Texas, without regard to conflict of laws principles thereof.

5. Disputes; Venue; Service of Process. The Client and Dini Spheris agree that any dispute, controversy, or claim arising out of or relating to the relationship between the Client and Dini Spheris, including the Services Agreement and the validity of this arbitration clause, shall be submitted to and decided by binding arbitration in Harris County, Texas. Each party shall bear its own costs of arbitration, provided that the arbitrator shall award to the prevailing party attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgment in a court of competent jurisdiction. Each party hereby consents to service of process at the address to which notices are to be given.

6. Nonexclusive Services. During the term of the Services Agreement, Dini Spheris may represent, perform services for, or be retained by such additional persons or entities as Dini Spheris deems appropriate.

7. Non-Solicitation of Employees. The Client agrees that during the term of and for a period of one (1) year following the termination of the Services Agreement, it shall not directly or indirectly solicit or recruit or attempt to solicit or recruit, any person who is then employed by Dini Spheris or who had been an employee of Dini Spheris during the term of the Services Agreement regardless of the reason for the employment termination. The Client further agrees that the limitations set forth herein on its rights to employ current or former Dini Spheris employees or representatives are reasonable and necessary for the protection of Dini Spheris.

8. Severability. If any provision of the Services Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; the Services Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

9. Confidentiality. The Client and Dini Spheris agree that certain confidential information regarding the business, prospects and donors of the Client and the business of Dini Spheris, including information revealed during the performance of the Services Agreement, is confidential in nature and both parties agree not to disclose the confidential information, or make use of it outside of the express purposes of the Services Agreement, without the prior written consent of the other party to the Services Agreement or except as required by law. For purposes of the Services Agreement, "confidential information" includes information regarding the finances, operations, prospects, donors and gifts of the Client; reports and surveys

prepared by Dini Spheris during the course of the Services Agreement; and any information regarding the business practices or finances of Dini Spheris disclosed during the proposal process, contracting or business relationship with the Client.

10. Assignment. Neither the Client nor Dini Spheris may assign the Services Agreement or any of its rights and obligations hereunder without prior written consent of the other party, and any such attempted assignment without such prior written consent shall be void.

11. Entire Agreement. The provisions of the Agreement are incorporated herein by reference. It is mutually agreed that the Agreement and the Terms and Conditions contain the entire agreement between Dini Spheris and the Client, applying to the matters herein contained, and that the same has been entered into relying only upon the provisions contained herein and not upon any other oral or written representations by either Dini Spheris or the Client; that the Services Agreement shall supersede all representations, agreements, statements and understandings relating to such matters made prior to execution of the Agreement either orally or in writing. The Services Agreement may not be modified, supplemented or explained except as agreed upon by both an authorized representative of Dini Spheris and the Client in writing.

12. Construction. The Services Agreement is the product of the efforts of both parties and shall not be interpreted in favor of or against either Dini Spheris or the Client merely because of its effort in preparing it.

13. Headings. The headings in the Services Agreement are for convenience only; they form no part of the Services Agreement and shall not affect its interpretation. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

14. No Waiver. The failure of either Dini Spheris or the Client to enforce at any time any of the provisions of the Services Agreement, or any rights in respect hereto, or to exercise any election herein provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way to affect the validity of the Services Agreement. The exercise by either Dini Spheris or the Client of any rights herein or any of its elections under the terms or covenants herein shall not preclude or prejudice said party from exercising the same or any other right it may have under the Services Agreement.

15. Publicity. Client agrees that Dini Spheris can include the Client's name, trademark or service mark, and logo on the Dini Spheris website and in social media announcements. Dini Spheris agrees to request additional permission relative to the inclusion of the above in any promotional advertisements for the firm exclusive of the Dini Spheris website and social media announcements. The Client grants to Dini Spheris the privilege to link directly to the Client's website from the Dini Spheris website or for social media use. Dini Spheris grants to Client the privilege of placing the Dini Spheris name, logo, trademark and website link on the Client website. At any time, at the Client's request, Dini Spheris will timely remove any reference to Client from the Dini Spheris website.

16. Disclaimer of Representations and Warranties; Sale and Exclusive Remedy; Damages. Except as provided in the Services Agreement, Dini Spheris makes no warranties, express or implied, and Dini Spheris shall have no other warranty liability to the Client. Notwithstanding anything to the contrary in the Services Agreement, as the sole and exclusive remedy to the Client for an alleged breach of any Dini Spheris warranty set forth in the Services Agreement, the maximum amount for which Dini Spheris or its affiliates shall be responsible, shall be the fee for services provided excluding all other costs pursuant to paragraph 2 of the Agreement. This clause shall be liberally construed to apply irrespective of the Client's cause of action or theory of recovery. The Client hereby waives any and all claims against Dini Spheris for consequential damages arising out of or relating to the Services Agreement.

17. Counterparts. The Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page will be binding upon any party so confirming. Any other manual signature delivered by other electronic means, including as a pdf or other image file attached to an email transmission, shall be deemed to constitute signed original counterparts thereof and shall bind the parties signing and delivering in such manner.

18. No Third-Party Beneficiaries. The Services Agreement is solely for the benefit of Dini Spheris and the Client and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to the Services Agreement.

Purchase & Sale Agreement

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE ESTATE OF J.L. DAVIS FOR THE PURCHASE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 1A AND 9-12, BLOCK 35, ORIGINAL TOWN OF MIDLAND, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS; AND AUTHORIZING THE CHAIRMAN TO EXECUTE ANY AND ALL LEGAL DOCUMENTS AND INSTRUMENTS NECESSARY AND APPROPRIATE FOR THE CLOSING OF THE PURCHASE OF SAID REAL PROPERTY

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the execution of a purchase and sale agreement with the Estate of J.L. Davis for the purchase of certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas; and

WHEREAS, the Board of Directors finds it to be in the public interest to authorize the Chairman to execute any and all legal documents and instruments necessary and appropriate for the closing of the purchase of said real property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MIDLAND DEVELOPMENT CORPORATION:

SECTION ONE. That the Chairman is hereby authorized and directed to execute, on behalf of the Midland Development Corporation, a purchase and sale agreement with the Estate of J.L. Davis for the purchase the real property referenced herein. Said agreement shall be in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the Chairman is hereby authorized and directed to execute any and all legal documents and instruments necessary and appropriate for the closing of the purchase of said real property.

On motion of Director _____, seconded by Director _____, the above and foregoing resolution was adopted by the Board of Directors of the Midland Development Corporation at a regular meeting on the _____ day of _____, A.D.,

2022, by the following vote:

Directors voting "AYE":

Directors voting "NAY":

STEPHEN LOWERY,
Chairman of the Midland
Development Corporation

ATTEST:

JILL PENNINGTON,
Secretary of the Midland
Development Corporation

APPROVED AS TO FORM ONLY:

JOHN OHNEMILLER,
Attorney for the Midland
Development Corporation

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“*Agreement*”) is entered into on _____, 2022 (“*Effective Date*”) between THE ESTATE OF J. L. DAVIS (“*Seller*”), and the MIDLAND DEVELOPMENT CORPORATION (“*Purchaser*”), a Type A Texas economic development corporation pursuant to Chapter 504 of the Texas Local Government Code, as amended. Seller and Purchaser are sometimes individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

1. Agreement to Purchase. Seller hereby agrees to sell, and Purchaser agrees to purchase all of Seller’s right, title and interest in and to that certain real property described as Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas (the “*Property*”), together with all improvements thereon, and all rights, easements and interests appurtenant thereto, upon the terms and conditions hereinafter set forth; provided, however, that the Property shall not include any interest in oil, gas, or other minerals, which are specifically reserved by Seller. The Property is shown on **Exhibit A** attached hereto.

2. Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property is Four Million Nine Hundred Thousand and No/100 Dollars (\$4,900,000.00) (“*Purchase Price*”), which shall be paid as follows:

- (a) Ninety-Eight Thousand and No/100 Dollars (\$98,000.00), as earnest money hereunder (“*Earnest Money*”), by certified or cashier’s check, shall be deposited in an escrow with West Texas Abstract & Title Co., 3700 N. Big Spring St., Midland, Texas 79705; Attention: Brian Martin, Attorney at Law and Commercial Escrow Officer; Phone: (432) 684-0484 (“*Title Company*”) within three (3) business days after execution of this Agreement by Seller and Purchaser. Title Company shall hold the Earnest Money in escrow in an interest-bearing account for the mutual benefit of Seller and Purchaser pursuant to the terms of this Agreement and any further escrow instructions Title Company reasonably requires that are not inconsistent with the terms hereof. Interest on the Earnest Money shall be paid to the Party entitled to the Earnest Money hereunder. Notwithstanding anything contained in this Agreement to the contrary, the sum of One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall in all events remain payable to Seller as consideration for entering into this Agreement and shall not be refunded to Purchaser in any event.
- (b) The payment of the balance of the Purchase Price, plus or minus prorations as hereinafter provided, shall be paid by wire transfer of immediately available funds to Seller on the Closing Date (as defined herein).

3. Inspection Period.

- (a) Purchaser shall have thirty (30) days from the Effective Date (“*Inspection Period*”) to conduct, at its expense, its due diligence with respect to the Property.
- (b) Purchaser and its representatives, agents and independent contractors shall have the right to enter upon the Property from time to time for the purpose of inspecting the Property and generally obtaining information at Purchaser’s sole cost, expense and

Exhibit A

risk. Seller and Purchaser shall establish mutually acceptable procedures for giving Seller reasonable advance notice of Purchaser's entries and inspections so that Seller, at its option, may have one of its representatives familiar with the Property accompany Purchaser. Since Seller has tenants in the Property, Purchaser agrees to reasonable efforts to minimize disruption of the tenant and the parking facilities.

- (c) Purchaser shall have the option to terminate this Agreement for any reason by giving written notice of termination to Seller on or before the end of the Inspection Period, in which event the Earnest Money and all interest accrued thereon shall be immediately paid to Purchaser and this Agreement shall be terminated, except for the provisions which by their terms survive Closing or termination. If such option is not exercised, this Agreement shall remain in full force and effect without further action by the Parties and Purchaser's option to terminate this Agreement will be deemed to have been waived.
- (d) Purchaser shall have the option to extend the Inspection Period for an additional period of six (6) business days by giving written notice of its election on or before the end of the original seven (7) business-day period. If Purchaser elects to extend the Inspection Period as provided herein, One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall not be refundable.
- (e) Seller shall provide to Purchaser within five (5) business days of the execution of this Agreement the following information that Seller has in its possession:
 - (i) all data, documents and information, including, but not limited to, building plans, specifications, surveys and replats;
 - (ii) environmental studies;
 - (iii) soil studies;
 - (iv) copies of asbestos reports and all information regarding abatement of asbestos;
 - (v) lease and rental agreements;
 - (vi) maintenance and service agreements; and
 - (vii) correspondence with governmental authorities regarding the use or condition of any portion of the Property.

4. Abatement Costs; Abatement Cost Credit. The Parties acknowledge and agree that Purchaser's contemplated use of the Property may necessitate the demolition of the improvements currently located thereon. Additionally, the Parties acknowledge and agree that demolition and/or construction activities undertaken by Purchaser may require Purchaser to provide for the abatement of existing environmental hazards/materials (e.g., asbestos, lead, etc.) on the Property, if any. Accordingly, if Purchaser is required to provide for the abatement of environmental hazards/materials in order to proceed with its contemplated demolition and/or construction activities, then Seller shall credit an amount equal to the costs of said abatement activities towards

the Purchase Price (the “*Abatement Cost Credit*”); provided, however, that the Abatement Cost Credit shall not exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00).

If the amount of the Abatement Cost Credit is not determinable by the Closing Date (as defined herein), then (a) the Parties shall enter into an escrow agreement (the “*Escrow Agreement*”) effective as of the Closing Date, and (b) Seller shall deposit from the Closing proceeds the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in escrow with Title Company. The Title Company shall hold such escrowed funds for payment of the Abatement Cost Credit and the escrowed funds shall be released to Purchaser within thirty (30) days following written notice from Purchaser detailing the total realized abatement costs. Said written notice shall be accompanied by a copy of the invoice or statement evidencing the total realized abatement costs. Furthermore, the Escrow Agreement shall contain true-up provisions between Seller and Purchaser in the event that the abatement costs are less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) and shall terminate not more than one (1) year from the Closing. The obligations set forth in this Section shall survive the Closing and the termination of this Agreement.

5. Maintenance of the Property. Seller agrees that, until the Closing Date, (a) Seller shall maintain the Property and improvements thereon in substantially the same condition as it is as of the date of Purchaser’s execution of this Agreement, and (b) Seller will not further encumber the Property or improvements thereon or permit the Property or improvements thereon to be further encumbered with any easements, agreements, concessions, licenses, leases or other third party rights or with any mortgage or other monetary lien or encumbrance.

6. Representations and Warranties.

- (a) Seller represents and warrants to Purchaser as follows, to Seller’s knowledge:
 - (i) Seller has the full legal right, power and authority to execute and deliver this Agreement and all documents now or hereafter to be executed by Seller pursuant to this Agreement (collectively, the “*Seller's Documents*”), to consummate the transaction contemplated hereby, and to perform its obligations hereunder and under Seller’s Documents.
 - (ii) This Agreement and Seller’s Documents do not and will not contravene any provision of the organizational documents of Seller, any judgment, order, decree, writ or injunction issued against Seller, or any provision of any laws or governmental ordinances, rules, regulations, orders or requirements (collectively, “*Laws*”) applicable to Seller. The consummation of the transaction contemplated hereby will not result in a breach or constitute a default or event of default by Seller under any agreement to which Seller or any of its assets are subject or bound and will not result in a violation of any Laws applicable to Seller.
 - (iii) There are no contracts, leases, licenses or other occupancy agreements affecting any portion of the Property on the date hereof which will not be terminated before Closing, except for those reflected in the public records.

- (iv) There are no service, supply, maintenance, repair, or construction contracts affecting the Property, except for those which are terminable on thirty (30) days' notice or less at no cost.
 - (v) To Seller's knowledge, there are no pending actions, suits, proceedings or investigations to which Seller is a party before any court or other governmental authority with respect to the Property other than pending appeals of real estate tax assessments.
 - (vi) Seller has a comprehensive general liability policy that provides coverage on the Property.
 - (vii) To Seller's knowledge, there is no significant structural damage to the West Texas Gas building on the Property.
- (b) Purchaser represents and warrants to Seller as follows:
- (i) Purchaser is fully formed and validly existing and is qualified to do business under the laws of the State of Texas.
 - (ii) Purchaser has the full right, power, authority and financial ability to execute and deliver this Agreement and all documents now or hereafter to be executed by it pursuant to this Agreement (collectively, the "*Purchaser's Documents*"), to consummate the transactions contemplated hereby, and to perform its obligations hereunder and under Purchaser's Documents.
 - (iii) This Agreement and Purchaser's Documents do not and will not contravene any provision of the organizational documents of Purchaser, any judgment, order, decree, writ or injunction issued against Purchaser, or any provision of any Laws applicable to Purchaser. The consummation of the transactions contemplated hereby will not result in a breach or constitute a default or event of default by Purchaser under any agreement to which Purchaser or any of its assets are subject or bound and will not result in a violation of any Laws applicable to Purchaser.
 - (iv) Purchaser has not relied and will not rely on any express or implied representations, warranties, statements, or information pertaining to the Property made or furnished by Seller or any representative of Seller, property manager or broker, except as expressly set forth in Section 6(a).

7. Deed. On the Closing Date, Seller shall convey to Purchaser title to the Property by a delivering to Purchaser a duly executed and acknowledged special warranty deed in the form attached hereto as **Exhibit B** (the "*Deed*"), subject only to (a) general taxes not due and payable as of the date of Closing, (b) all matters of public record, (c) and the Permitted Exceptions (if any).

8. Closing Date; Escrow. The closing ("*Closing*") of the sale and purchase contemplated by this Agreement shall occur within thirty (30) days following the expiration of the Inspection Period (the "*Closing Date*"), or on such earlier date as the Parties may agree on, at the office of the Title Company, for the mutual benefit of Purchaser and Seller pursuant to the terms of this Agreement,

and any further escrow instructions Title Company reasonably requires that are not inconsistent with the terms hereof, or at such other time or place, or in such manner, as Seller and Purchaser may agree.

9. Title Insurance. Upon full execution of the Agreement by Seller and delivery thereof to Purchaser, Seller shall deliver or have delivered to Purchaser a commitment to insure title to the Property (the "*Title Commitment*") within five (5) business days of delivery of the Agreement to the Title Company in an amount equal to the Purchase Price. If the Title Commitment discloses exceptions to which Purchaser reasonably objects in writing within two (2) business days after delivery thereof to Purchaser ("*Unpermitted Exceptions*"), Seller shall have three (3) business days after the written notification thereof by Purchaser (a) to have the Unpermitted Exceptions removed from the Title Commitment, or (b) to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, or (c) to take no action in connection therewith. Exceptions to which Purchaser has not so objected and those which Seller does not cure or take any action with respect to are "*Permitted Exceptions*." If Seller is unable to have the Unpermitted Exceptions or defects removed, or to obtain endorsements to the Title Commitment as to such exceptions or defects within the specified time (Seller having no obligation to take either action), or Seller takes no action with respect thereto (Seller being deemed to have elected to take no action if Seller does not respond in writing or electronic mail to Purchaser's objections within said three (3) business day period), Purchaser may elect, upon written or electronic mail notice to Seller within two (2) business days after the expiration of such three (3) business-day period, to terminate this Agreement. If Purchaser elects to terminate, this Agreement shall become null and void without further action of the Parties except for the provisions which by their terms survive termination, and the Earnest Money and all interest accrued thereon shall be immediately paid to Purchaser, as Purchaser's sole remedy. If a termination notice is not delivered to Seller within the two (2) business-day period set forth above, Purchaser shall be deemed to have elected to take title to the Property at Closing subject to the Unpermitted Exceptions (at which point such Unpermitted Exceptions shall be deemed Permitted Exceptions).

10. Possession. Purchaser shall be entitled to possession of the Property at Closing upon delivery of the Deed conveying the Property to Purchaser and payment of the Purchase Price. Purchaser agrees to cooperate with Seller in the event Seller needs additional time to remove personal property from the Property after Closing.

11. Prorations.

- (a) **Taxes.** Seller shall be responsible and fully pay at Closing any delinquent ad valorem real estate taxes and general, special, or other assessments owing on the Property which have not been paid in the year due for any year prior to the calendar year of the Closing Date. General ad valorem real estate taxes and assessments imposed by any governmental authority for the 2021 tax year that are not yet due and payable ("*Taxes*") shall be prorated between Seller and Purchaser as of the Closing Date. If the Closing Date occurs prior to the receipt by Seller of the tax bill for the 2021 calendar year, or other applicable tax period in which the Closing Date occurs, Purchaser and Seller shall pro-rate Taxes for said calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates and when the actual amount of ad valorem real estate taxes and assessments for 2021 is fixed and known for the Property, there shall be a

recomputation and any additional payment or refund shall be made accordingly between Purchaser and Seller post-Closing within thirty (30) days after written demand thereof with copies of the applicable tax bill for the Property. When either party receives the tax bill for the 2021 calendar year, such party shall promptly forward the same to the other party hereto.

- (b) Other Property Operating Expenses. Operating expenses for the Property shall be prorated as of the Closing Date. Seller shall pay all utility charges and other operating expenses attributable to the Property to, but not including, the Closing Date, and Purchaser shall pay all utility charges and other operating expenses attributable to the Property on or after the Closing Date. To the extent that the amount of actual consumption of any utility services is not determined prior to the Closing Date, a proration shall be made at Closing based on the last available reading and post-Closing adjustments between Purchaser and Seller shall be made within forty-five (45) days of the date that actual consumption for such pre-Closing period is determined, which obligation shall survive the Closing and not be merged therein. Seller shall not assign to Purchaser any deposits which Seller has with any of the utility services or companies servicing the Property. Purchaser shall arrange with such services and companies to have accounts opened in Purchaser's name beginning at 12:01 a.m. on the Closing Date. All use charges payable with respect to the Property, including, without limitation, fees or dues payable to property owner associations or any other payments or fees required to be paid by the owners of the Property in accordance with any restrictive covenants or reciprocal easements affecting the Property, shall also be prorated as of the Closing Date.

12. Closing Costs. Purchaser shall pay all premiums and charges of the Title Company for the Owner's Title Policy to be issued pursuant to the Title Commitment, the cost associated with procuring a survey of the property, all costs of Purchaser's due diligence and any other costs of this transaction not expressly payable by Seller hereunder, and its respective portion of the escrow or closing charges. Seller shall pay all charges of the Title Company, any transfer taxes, all recording and filing charges in connection with the instruments by which Seller conveys the Property, and its respective portion of the escrow or closing charges. Each Party shall pay its own attorney fees. The obligations of the Parties to pay applicable escrow or closing charges and other costs set forth in this Section shall survive the termination of this Agreement.

13. Defaults.

- (a) The failure of either Purchaser or Seller to perform any obligation imposed on Purchaser or Seller, as the case may be, within the time limits prescribed herein for such performance, or to comply with the agreements made hereunder, which failure or compliance is not cured within three (3) business days after notice has been given to the defaulting Party by the other Party, shall constitute a default under this Agreement.
- (b) If Seller is in default under this Agreement, Purchaser may as Purchaser's liquidated damages and sole remedy, either (i) terminate this Agreement and the Earnest Money and all accrued interest thereon shall be paid to Purchaser, or (ii) sue for specific performance hereunder, and Seller shall pay Purchaser's reasonably

incurred attorney fees in connection with a final, non-appealable entry of judgment for specific performance awarded Purchaser against Seller.

- (c) If Purchaser is in default under this Agreement, then the Earnest Money and all accrued interest thereon shall be forfeited as Seller's liquidated damages and sole remedy except for survival and enforcement of the indemnity obligations set forth in Sections 3 and 14 hereof, and obligations of Purchaser expressly surviving termination or expiration of this Agreement.

14. Closing.

- (a) At the Closing, Seller shall deliver to Purchaser the following:
 - (i) The Deed in recordable form conveying the Property to Purchaser;
 - (ii) Closing statement executed by Seller, conforming to the proration and other relevant provisions of this Agreement;
 - (iii) Completed state, county and local, if any, real estate transfer tax declarations, signed by Seller or its agent, in the forms required by applicable state, county and local laws;
 - (iv) Either a FIRPTA non-foreign transfer affidavit; or a qualifying statement from the U.S. Treasury Department that the transaction is exempt from the withholding tax requirement imposed by Section 1445A of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder;
 - (v) Such other documents and instruments as may be reasonably requested by Purchaser which are necessary to consummate this transaction; and
 - (vi) Keys to the Property, if in Seller's possession.
- (b) At the Closing, Purchaser shall deliver to Seller the following:
 - (i) The Earnest Money and the balance of the Purchase Price, subject to adjustment for prorations as herein provided;
 - (ii) Closing statement, executed by Purchaser; and
 - (iii) Such other documents and instruments as may be reasonably requested or required by Seller which are necessary to consummate this transaction.

15. Notices. Any notice required or permitted under this Agreement shall be (a) in writing and shall be deemed to have been given when received if sent by registered or certified United States Mail, postage paid and return receipt requested, or (b) when delivered to the office of the Party being notified by hand or messenger or courier service, charges prepaid or billed to the account of the Party giving notice, and addressed to the respective Parties at the following addresses or such other addresses as provided by notice, or (c) by electronic mail, when the recipient, by an email sent to the email address for the sender stated in this Section, acknowledges having received that

email, with an automatic “read receipt” not constituting acknowledgement of an email for purposes of this Section. For purposes of notice relating to all matters, the addresses of the Parties hereto shall, until changed, be as follows:

Seller:

David L. Davis
Co-Independent Executor of the Estate of J. L. Davis
401 W. Wadley Avenue.
Midland, Texas

With a copy to:

Robert V. Rendall, Jr.
Rendall Sikes PLLC
6 Desta Drive, Suite 1000
Midland, Texas 79705

Purchaser:

Midland Development Corporation
Attn: Sara Harris, Executive Director
200 N. Loraine Street, Suite 610
sharris@midlandtxedc.com

With a copy to:

City Attorney’s Office
Attn: Nicholas Toulet, Asst. City Attorney
300 N. Loraine St., Suite 320
Midland, Texas 79701
ntcrump@midlandtexas.gov

16. Broker’s Commission. Seller and Purchaser represent and warrant to the other that it has dealt with no broker, finder, salesperson or consultant in connection with this Agreement or the purchase and sale. Seller and Purchaser agree to indemnify and hold harmless the other Party against all claims for any other broker’s commission or finder’s fee asserted against the other Party for actions of the indemnifying Party, and all reasonably related expenses, including attorney fees incurred in the defense of such claims, as the result of communications or dealings with another broker or a finder which were not generated by such other Party. The representations and warranties set forth in this paragraph shall survive the Closing.

17. Loss of Property. In case of any Material Loss (as defined herein) to the Property or improvements thereon or any condemnation or threatened condemnation of the Property or any part thereof prior to Closing, Purchaser or Seller shall have the right to terminate this Agreement by written notice to the other Party, whereupon the Earnest Money shall be promptly returned to Purchaser; provided, Seller may override any termination by Purchaser by giving notice to Purchaser that Seller will repair the damage within one hundred twenty (120) days following the casualty event, whereupon the Closing shall be delayed until ten (10) days following completion of such repair by Seller. Alternatively, Purchaser may complete the purchase without abatement of the Purchase Price in whole or in part, except for the credits and prorations described in this

Agreement, if any (which election Purchaser shall be deemed to have made if Purchaser does not terminate this Agreement within fifteen (15) days following the casualty event), and Purchaser shall be entitled to solely defend and settle any condemnation suit and upon such election, Purchaser shall receive an assignment of any and all rights of Seller thereunder. “*Material Loss*” shall be defined to be the cost of repair or restoration exceeding Fifty Thousand and No/100 Dollars (\$50,000.00) or if access to the Property is materially affected.

18. Assignments. This Agreement may be assigned by Purchaser without the prior written consent of Seller.

19. Holidays. If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

20. Miscellaneous.

- (a) The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the Parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the Parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits, disputes or any other action arising from, relating to or concerning in any way this Agreement or the performance of this Agreement shall be in Midland County, Texas.
- (b) Any changes or modifications of this Agreement must be in writing, and signed by the Parties hereto. This Agreement supersedes any previous understandings or agreements between the Parties relating to the Property.
- (c) Section headings are for convenience only, and in no way define or limit the scope and content of this Agreement.
- (d) No delay or failure by either Party to enforce or exercise any rights or remedies hereunder shall constitute a waiver of such right or remedy, nor shall any single or partial exercise of a right or remedy preclude any other or further exercise of rights and remedies.
- (e) This Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing facsimile signatures shall be effective for purposes of binding the parties to this Agreement.
- (f) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

- (g) Except as otherwise expressly provided herein, the provisions of this Agreement shall not survive Closing.
- (h) Each Party hereby represents to the other that it has not retained a broker, agent or finder in connection with this Agreement. Neither Party shall be responsible for or obligated to pay any commission, fee or other consideration with respect to a broker, agent or finder. Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by said Party or on its behalf with any other broker, agent or finder in connection with this Agreement or the transaction contemplated hereby. The obligations contained in this Section shall survive the Closing.
- (i) SELLER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER AND PURCHASER'S OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) THAT ARE RELATED/ASSOCIATED WITH THE PROPERTY; PROVIDED, HOWEVER, THAT SELLER'S INDEMNITY OBLIGATION REFERENCED IN THIS SECTION SHALL ONLY APPLY TO CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS AND EXPENSES THAT ARISE PRIOR TO THE CLOSING DATE. SELLER'S INDEMNITY OBLIGATION REFERENCED IN THIS SECTION SHALL SURVIVE THE CLOSING AND TERMINATION OF THIS AGREEMENT.

21. OFAC. Purchaser and Seller each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

22. Waiver of Attorney Fees. SUBJECT TO SELLER'S INDEMNITY OBLIGATION CONTAINED IN SECTION 20(i), BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE IN THE FUTURE AGAINST EACH OTHER REGARDING THE AWARD OF ATTORNEY FEES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO

THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED) OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THAT SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE PARTIES ACKNOWLEDGE THAT THEY UNDERSTAND ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE PARTIES. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

THE PARTIES ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY AGREES IT HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

23. Property Purchased As-Is-Where-Is. SELLER MAKES NO REPRESENTATION TO PURCHASER AS TO THE CONDITION OF THE PROPERTY. PURCHASER SHALL HAVE THE OPPORTUNITY TO CONDUCT WHATEVER TEST IT DEEMS NECESSARY TO ASSURE ITSELF THE PROPERTY MEETS ITS NEEDS AND DOES NOT CONTAIN ANY ENVIRONMENTAL ISSUES WITH WHICH PURCHASER IS NOT WILLING TO ASSUME.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

SELLER: The Estate of J. L. Davis

By: _____
David L. Davis
Co-Independent Executor

Sandra Davis Maddox
Co-Independent Executor

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

SUBSCRIBED AND SWORN TO before me by David L. Davis Executor of the Estate of J. L. Davis, on this ____ day of _____, 20__.

Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me by Sandra Davis Maddox Executor of the Estate of J. L. Davis, on this ____ day of _____, 20__.

Notary Public in and for the State of Texas

**PURCHASER: MIDLAND
DEVELOPMENT CORPORATION**

Stephen Lowery, Chairman

THE STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me by _____, on this _____
day of _____, 2022.

Notary Public in and for the State of Texas

RECEIPT AND ACKNOWLEDGEMENT BY TITLE COMPANY

The undersigned Title Company, named in the foregoing Agreement, hereby acknowledges receipt of a fully-executed copy of this Agreement as of the date set forth below. In addition, the Title Company agrees to hold and disburse the Earnest Money in accordance with the terms of the Agreement.

RECEIVED, ACKNOWLEDGED and AGREED TO by the Title Company on this the _____ day of _____, 2022.

West Texas Abstract & Title Co.

By: _____

Name: _____

Title: _____

Exhibit A

WILLINOIS AV

N BIG SPRING ST

N COLORADO ST

W TEXAS AV

ADDN: ORIGINAL TOWN
BLK: 035
LOTS: 009 THRU 12

ADDN: ORIGINAL TOWN
BLK: 035
LOT: 01A

EXECUTED as of _____, 20__.

GRANTOR:

THE ESTATE OF J. L. DAVIS

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 20__, by _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Notary Public, State of _____

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 20__, by _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Notary Public, State of _____

Exhibit A

Legal Description of the Property

Lots 1A and 9-12, Block 35, Original Town of Midland, City of Midland, Midland County, Texas

Exhibit B

(Permitted Exceptions)

Income Statement

MIDLAND DEVELOPMENT CORPORATION
INCOME STATEMENT FOR THE 3 MONTHS ENDED
December 31, 2021

	Dec-21	YTD	Budgeted Amount
Revenue	\$1,014,146.00	\$3,305,197.06	\$10,976,644.00
40100 - State Sales Tax	\$1,013,546.80	\$3,141,244.32	\$10,000,000.00
40600 - Public ROW Use Fees	\$0.00	\$0.00	\$0.00
43000 - Interest	\$0.00	\$0.00	\$0.00
43010 - Interest - Nonpooled Invest	\$599.20	\$1,178.74	\$0.00
46190 - Miscellaneous Rentals	\$0.00	\$162,774.00	\$976,644.00
4235150 - Midland Dvlpmt Corp Revenue	\$1,014,146.00	\$3,305,197.06	\$10,976,644.00

Expense	\$1,228,375.83	\$3,097,000.87	\$21,110,973.00
51010 - Base Salary	\$22,607.06	\$60,888.76	\$350,493.00
51090 - Fica MDC Portion	\$583.25	\$3,138.37	\$28,442.00
51110 - Health Insurance	\$152.08	\$456.24	\$30,180.00
51135 - ACCE Profit Sharing	\$0.00	\$362.50	\$24,535.00
52010 - Office Supplies	\$1,974.02	\$2,356.85	\$6,000.00
52110 - Motor Vehicle Supplies	\$22.18	\$205.03	\$1,000.00
52115 - Minor Furniture & Fixtures	\$0.00	\$0.00	\$500.00
52155 - Minor Computer Hrdwre & Periph	\$0.00	\$0.00	\$5,000.00
52160 - Computer Software & Supplies	\$6,523.92	\$15,218.47	\$25,000.00
52620 - Postage	\$0.00	\$0.00	\$300.00
53010 - Communication	\$1,299.18	\$3,921.77	\$17,000.00
53030 - Light & Power	\$0.00	\$17.89	\$150.00
53110 - Insurance-External	\$286.00	\$286.00	\$110,000.00
53212 - Equipment Rental-External	\$345.34	\$1,036.02	\$5,000.00
53220 - Advertising	\$9,976.30	\$62,628.16	\$200,000.00
53370 - Grounds Maintenance	\$985.00	\$4,734.36	\$12,000.00
53405 - Software Maintenance	\$1,112.53	\$3,436.09	\$12,000.00
53440 - External Audit Fees	\$0.00	\$3,873.00	\$24,000.00
53450 - Consulting Fees	\$20,139.37	\$58,309.13	\$250,000.00
53510 - Travel & Entertainment	\$34.68	\$431.66	\$8,000.00
53520 - Dues & Subscriptions	\$1,620.34	\$2,726.40	\$20,000.00
53530 - Training,Registration Fees,Etc	\$0.00	\$360.00	\$8,000.00
53905 - Economic Development Incentive	\$0.00	\$0.00	\$4,527,925.00
53907 - Business Recruitment & Retentn	\$6,044.74	\$17,156.66	\$50,000.00
53909 - Prior Year Committed Incentives	\$1,002,112.00	\$2,552,057.85	\$9,798,329.00
53920 - Rent	\$5,540.00	\$16,620.00	\$75,000.00
54010 - Building Maintenance	\$3,445.61	\$10,445.96	\$80,000.00
55120 - Maint. - Instruments & Appara.	\$100.66	\$156.32	\$1,000.00
56188 - MOTRAN	\$71,250.00	\$71,250.00	\$142,500.00
56202 - General Fund Services	\$32,557.08	\$97,671.24	\$390,619.00
56410 - Payment of Principal	\$0.00	\$0.00	\$60,000.00
56420 - Interest Expense	\$0.00	\$0.00	\$12,000.00
56910 - Depreciation Expense	\$0.00	\$0.00	\$336,000.00
56995 - Project Non Capital - Promotions	\$39,664.49	\$107,256.14	\$1,000,000.00
57001 - Capital Buildings & Structures	\$0.00	\$0.00	\$0.00
57002 - Capital Improve Other Than Bldg	\$0.00	\$0.00	\$3,500,000.00
235235 - Midland Development Corp	\$1,228,375.83	\$3,097,000.87	\$21,110,973.00

December 2021 Net Income: (\$214,229.83)

Year-to-Date Net Income: \$208,196.19

Balance Sheet

MIDLAND DEVELOPMENT CORPORATION
BALANCE SHEET FOR THE PERIOD ENDED
December 31, 2021
(Used for Internal Purposes Only)

ASSETS

Current Assets

Cash and cash equivalents	23,395,860	
Sales tax receivable	2,127,698	
Prepaid expenses	107,133	
Accounts receivable	-	
	-	25,630,691

Non-Current Assets

Capital Assets, net	21,933,414	
Forgivable Loans		
Made to Primary Government	-	
Made to Other	506,579	
Total Forgivable Loans	506,579	
		22,439,993

Total Assets		\$ 48,070,684
--------------	--	---------------

LIABILITIES AND NET POSITION

Liabilities

Accounts payable	55,646	
Retainage Payable	36,612	
Capital Leases payable	173,698	
Commitments payable		
Due within one year	5,773,700	
Due in more than one year	8,914,962	
Total Commitments Payable	14,688,662	
		14,954,618

Net Position

Net investment in capital assets	21,933,414	
Restricted for Forgivable Loans	506,579	
Restricted for Capital Leases	173,698	
Promotions	1,633,591	
Unrestricted	8,868,784	
	8,868,784	
		33,116,066

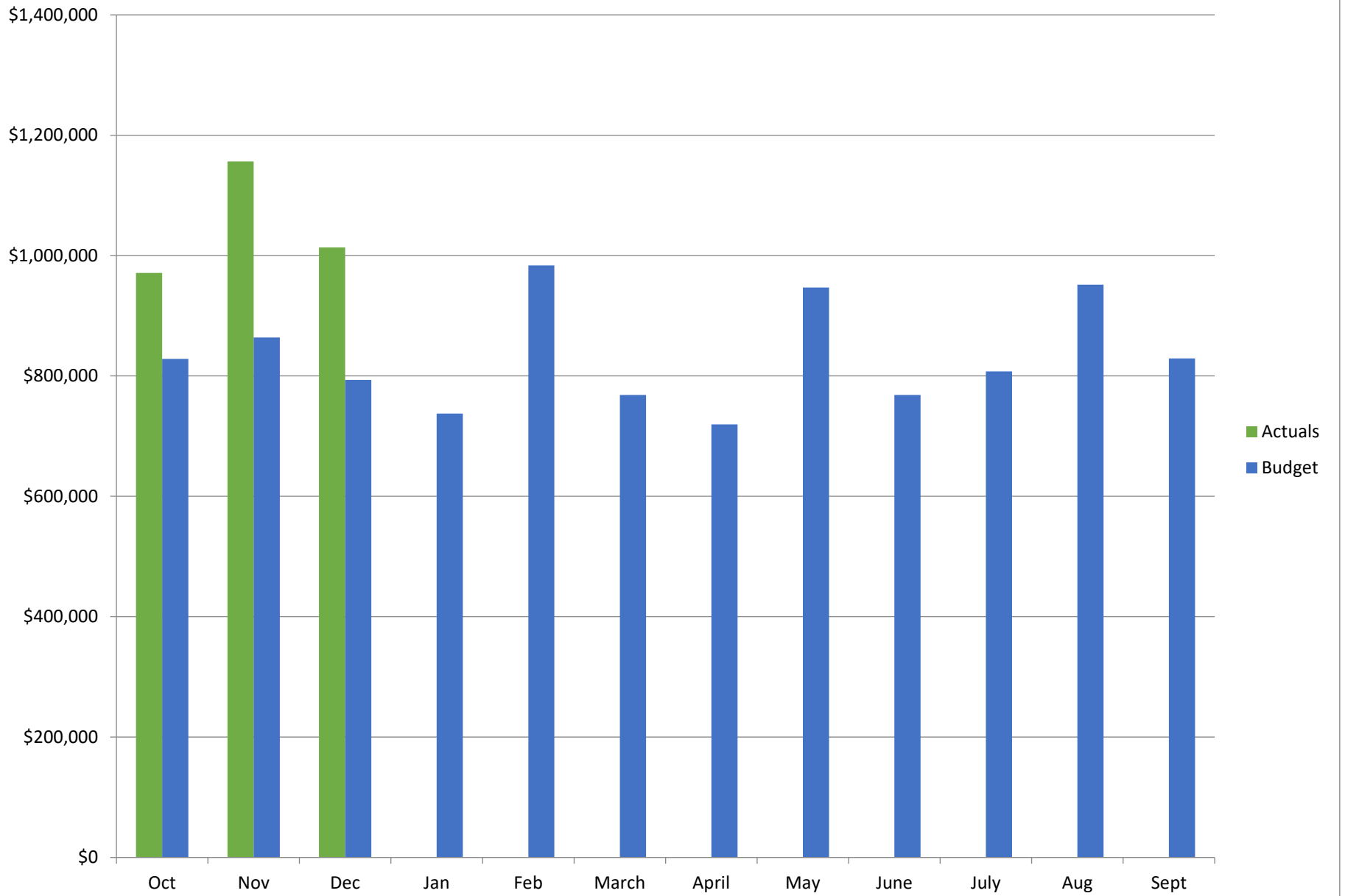
Total Liabilities and Net Position		\$ 48,070,684
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Sales Tax

Sales Tax Variance

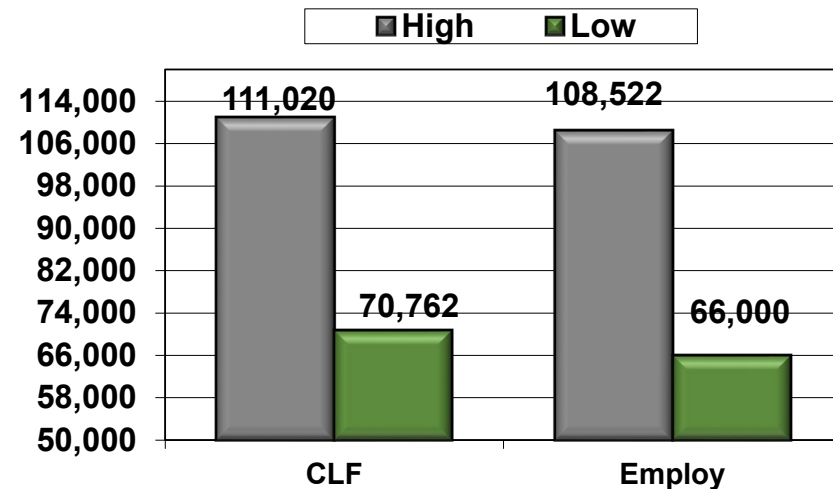
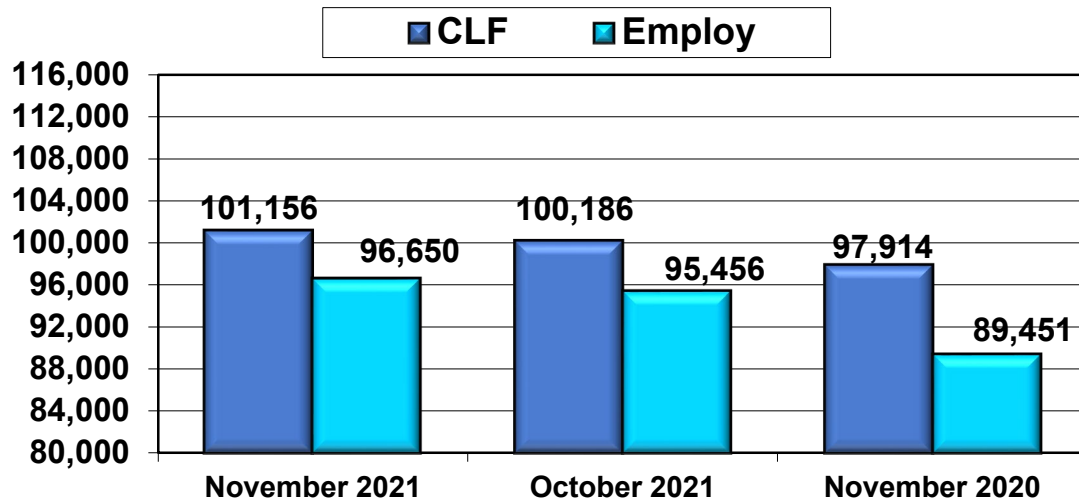
	2019-2020	2020-2021	% Change	2020-2021	2021-2022	% Change	YTD Change
October	\$1,219,993.44	\$1,203,058.10	-1.39%	\$1,203,058.10	\$971,343.63	-19.26%	-19.26%
November	\$1,266,357.10	\$983,259.60	-22.36%	\$983,259.60	\$1,156,353.89	17.60%	-2.68%
December	\$1,263,226.93	\$843,087.27	-33.26%	\$843,087.27	\$1,013,549.80	20.22%	3.69%
January	\$1,036,178.70	\$752,584.05	-27.37%	\$752,584.05			
February	\$1,279,615.49	\$1,224,314.99	-4.32%	\$1,224,314.99			
March	\$966,824.94	\$783,914.25	-18.92%	\$783,914.25			
April	\$1,006,559.17	\$687,198.37	-31.73%	\$687,198.37			
May	\$1,251,139.57	\$1,198,336.79	-4.22%	\$1,198,336.79			
June	\$897,050.21	\$927,060.71	3.35%	\$927,060.71			
July	\$876,285.08	\$909,387.44	3.78%	\$909,387.44			
August	\$1,074,175.26	\$1,176,070.55	9.49%	\$1,176,070.55			
September	\$834,182.16	\$978,956.15	17.36%	\$978,956.15			
Annual Total	\$12,971,588.05	\$11,667,228.27	-10.06%	\$11,667,228.27	\$3,141,247.32		

Sales Tax Actuals vs Budget Estimates



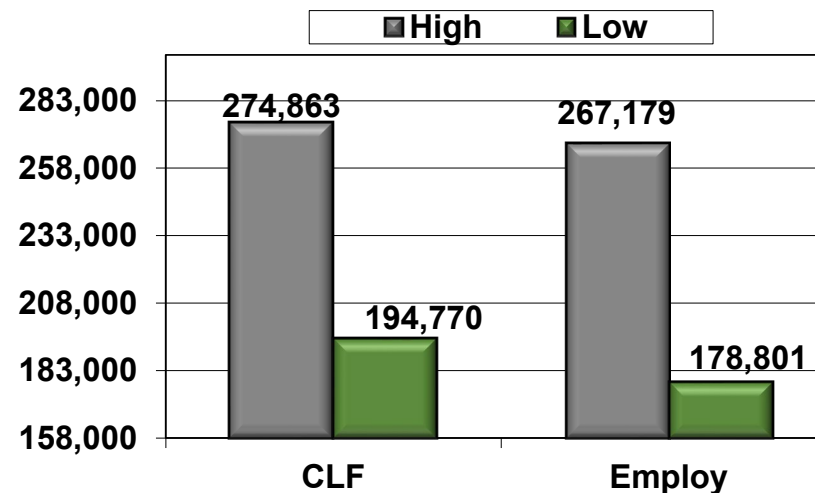
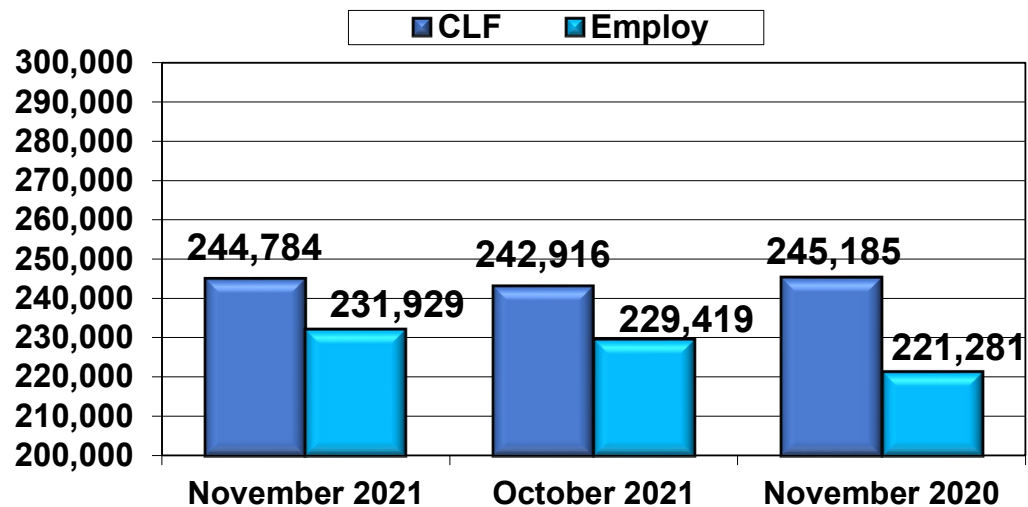
Activity Report

November 2021 Midland MSA Employment Information



	November 2021	October 2021	November 2020	High	Low
Civilian Labor Force	101,156	100,186	97,914	111,020 (Feb 2020)	70,762 (Jan 2010)
Employment	96,650	95,456	89,451	108,522 (Dec 2019)	66,000 (Jan 2010)
Unemployment	4,506	4,730	8,463	11,912 (May 2020)	1,788 (May 2019)
Unemployment Rate	4.5%	4.7%	8.6%	12.3% (May 2020)	1.7% (Apr 2019)

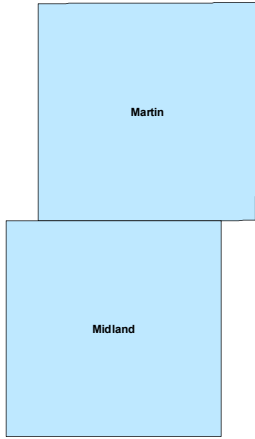
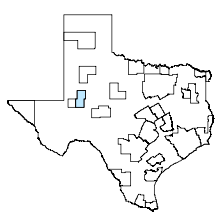
November 2021 Permian Basin Workforce Development Area Employment Information



	November 2021	October 2021	November 2020	High	Low
Civilian Labor Force	244,784	241,828	245,185	274,863 (Feb 2020)	194,770 (Jan 2010)
Employment	231,929	226,897	221,281	267,179 (Feb 2020)	178,801 (Jan 2010)
Unemployment	12,855	13,497	23,904	32,215 (May 2020)	5,115 (Apr 2019)
Unemployment Rate	5.3%	5.6%	9.7%	13.2% (May 2020)	1.9% (Apr 2019)

Midland MSA

November 2021

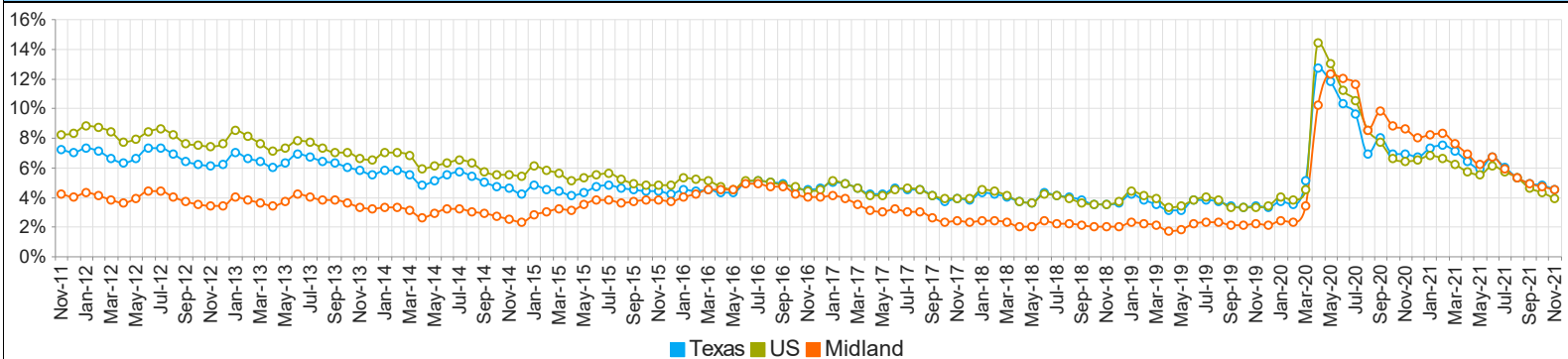


MSA Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	101,156	100,186	97,914	3,242
Employed	96,650	95,456	89,451	7,199
Unemployed	4,506	4,730	8,463	-3,957
Unemployment Rate	4.5%	4.7%	8.6%	-4.1%

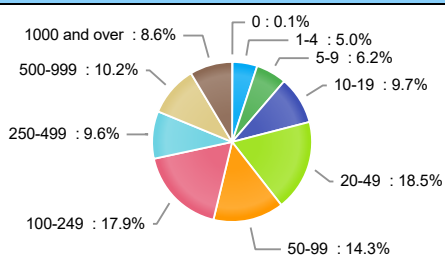
Texas Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	14,430,417	14,315,600	14,050,100	380,317
Employed	13,775,262	13,634,481	13,076,638	698,624
Unemployed	655,155	681,119	973,462	-318,307
Unemployment Rate	4.5%	4.8%	6.9%	-2.4%

US Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	162,099,000	161,863,000	160,468,000	1,631,000
Employed	155,797,000	154,966,000	150,203,000	5,594,000
Unemployed	6,302,000	6,896,000	10,264,000	-3,962,000
Unemployment Rate	3.9%	4.3%	6.4%	-2.5%

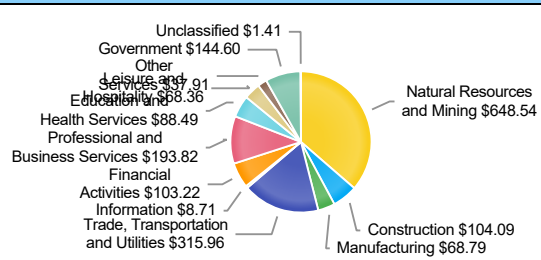
Historical Unemployment Rates



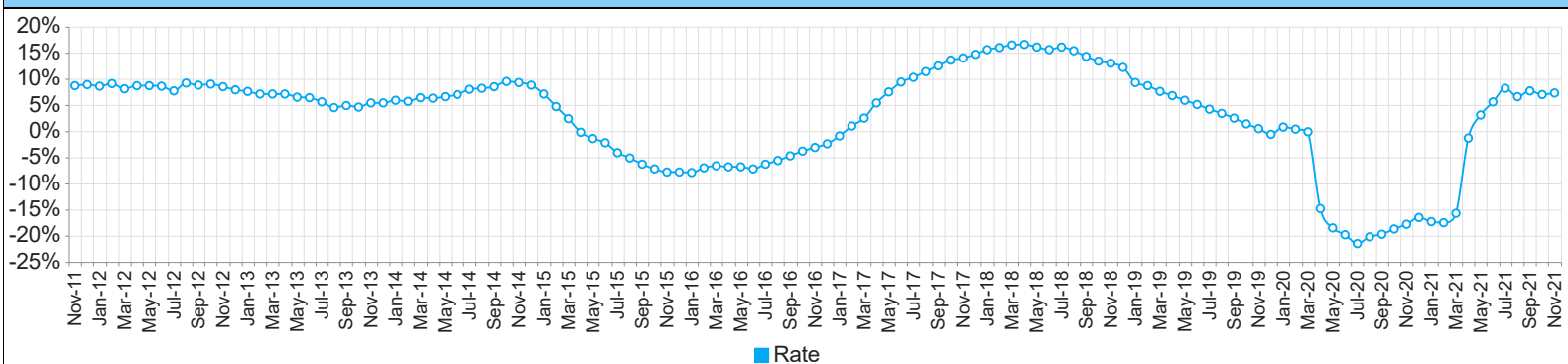
Employment by Size Class (2nd Quarter 2021)



Wages by Industry (in millions) (2nd Quarter 2021)



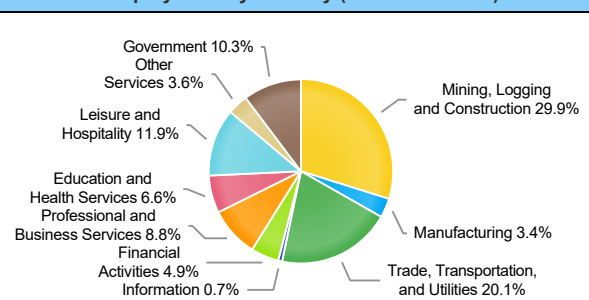
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (November 2021)

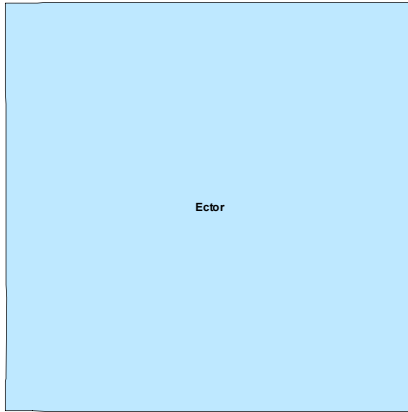
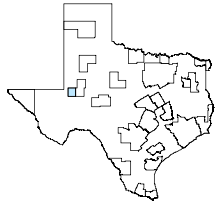
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	100,400	1.2%	7.3%
Mining, Logging and Construction	30,000	1.7%	14.9%
Manufacturing	3,400	3.0%	6.2%
Trade, Transportation, and Utilities	20,200	2.0%	2.0%
Information	700	0.0%	0.0%
Financial Activities	4,900	0.0%	8.9%
Professional and Business Services	8,800	-1.1%	-2.2%
Education and Health Services	6,600	0.0%	-2.9%
Leisure and Hospitality	11,900	0.8%	22.7%
Other Services	3,600	2.9%	2.9%
Government	10,300	1.0%	0.0%

Employment by Industry (November 2021)



Odessa MSA

November 2021

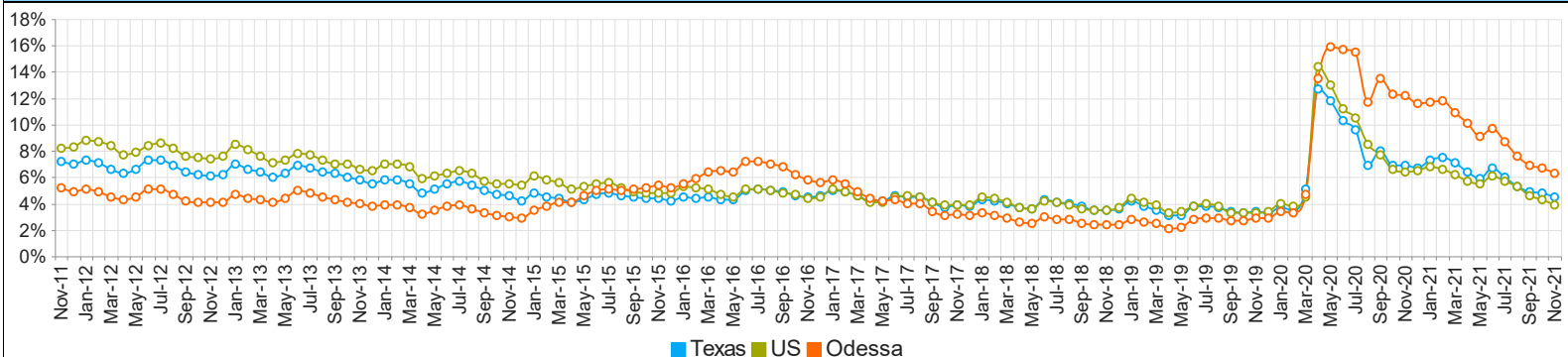


MSA Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	80,385	79,587	80,578	-193
Employed	75,321	74,287	70,752	4,569
Unemployed	5,064	5,300	9,826	-4,762
Unemployment Rate	6.3%	6.7%	12.2%	-5.9%

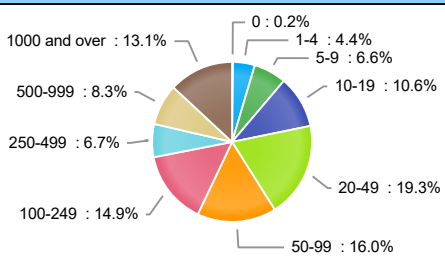
Texas Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	14,430,417	14,315,600	14,050,100	380,317
Employed	13,775,262	13,634,481	13,076,638	698,624
Unemployed	655,155	681,119	973,462	-318,307
Unemployment Rate	4.5%	4.8%	6.9%	-2.4%

US Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	162,099,000	161,863,000	160,468,000	1,631,000
Employed	155,797,000	154,966,000	150,203,000	5,594,000
Unemployed	6,302,000	6,896,000	10,264,000	-3,962,000
Unemployment Rate	3.9%	4.3%	6.4%	-2.5%

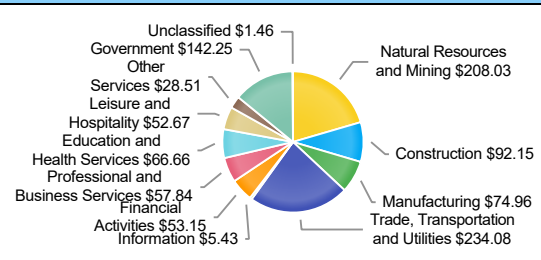
Historical Unemployment Rates



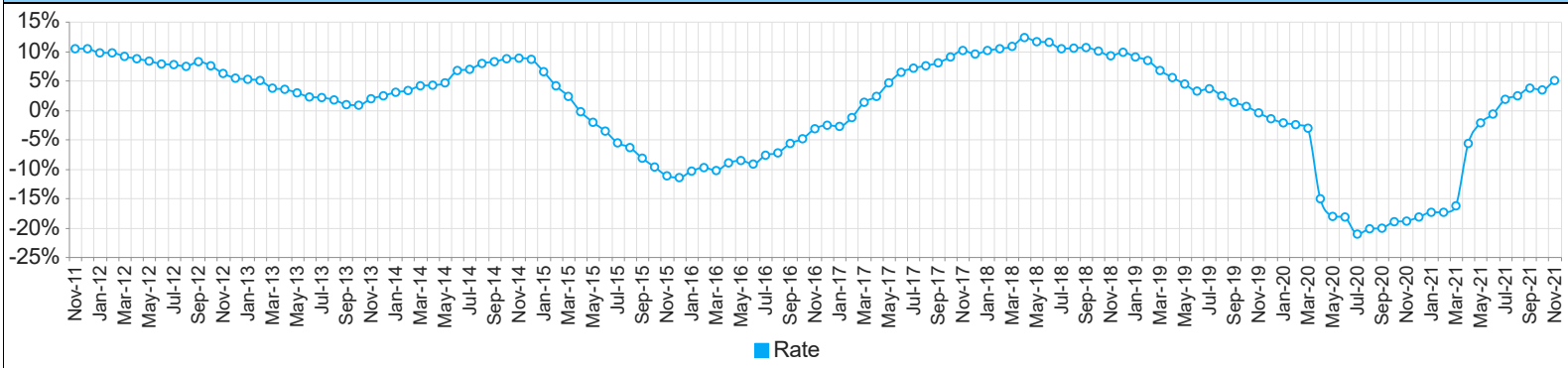
Employment by Size Class (2nd Quarter 2021)



Wages by Industry (in millions) (2nd Quarter 2021)



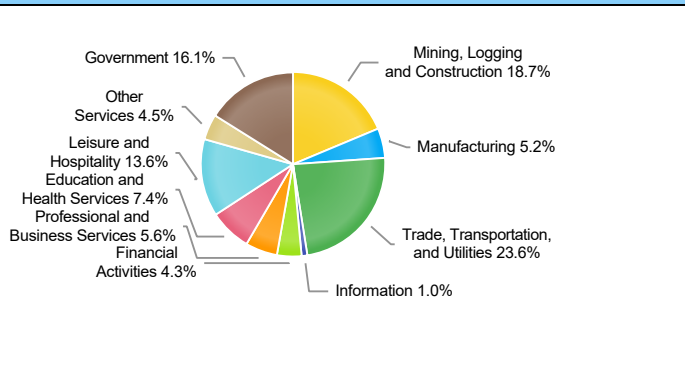
Annual Growth Rate Total Non-agricultural employment



Employment by Industry (November 2021)

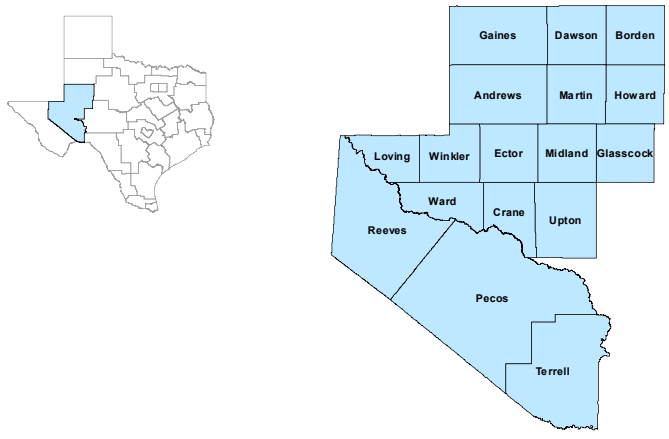
Industry	Current Month Employment	% Monthly Change	% Yearly Change
Total Nonfarm	71,500	1.4%	5.0%
Mining, Logging and Construction	13,400	0.8%	3.9%
Manufacturing	3,700	0.0%	0.0%
Trade, Transportation, and Utilities	16,900	1.2%	2.4%
Information	700	16.7%	16.7%
Financial Activities	3,100	0.0%	3.3%
Professional and Business Services	4,000	0.0%	2.6%
Education and Health Services	5,300	1.9%	6.0%
Leisure and Hospitality	9,700	1.0%	16.9%
Other Services	3,200	0.0%	3.2%
Government	11,500	3.6%	3.6%

Employment by Industry (November 2021)



Permian Basin Workforce Development Area

November 2021



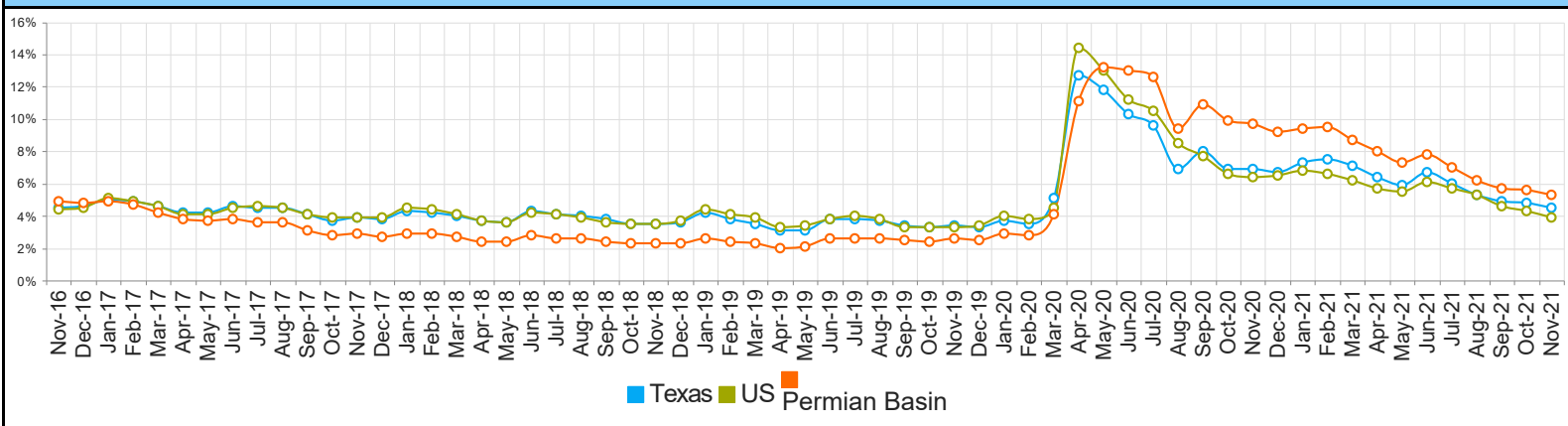
WDA Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	244,784	242,916	245,185	-401
Employed	231,929	229,419	221,281	10,648
Unemployed	12,855	13,497	23,904	-11,049
Unemployment Rate	5.3%	5.6%	9.7%	-4.4%

Texas Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	14,430,417	14,315,600	14,050,100	380,317
Employed	13,775,262	13,634,481	13,076,638	698,624
Unemployed	655,155	681,119	973,462	-318,307
Unemployment Rate	4.5%	4.8%	6.9%	-2.4%

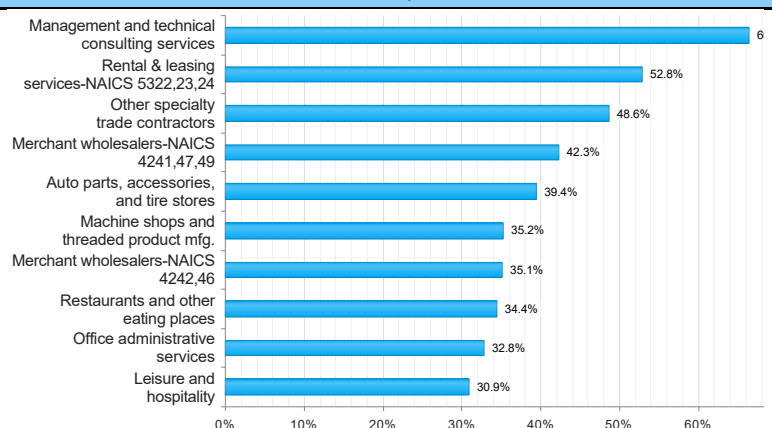
US Labor Force Statistics				
	Nov-21	Oct-21	Nov-20	Yearly Change
Civilian Labor Force	162,099,000	161,863,000	160,468,000	1,631,000
Employed	155,797,000	154,966,000	150,203,000	5,594,000
Unemployed	6,302,000	6,896,000	10,264,000	-3,962,000
Unemployment Rate	3.9%	4.3%	6.4%	-2.5%

Continued Claims for the Week of the 12th				
	Nov-21	Oct-21	Nov-20	Yearly Change
WDA	1,196	1,353	8,141	-6,945
Texas	82,646	89,105	284,783	-202,137

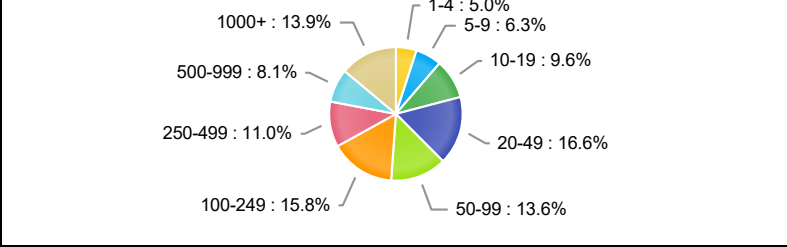
Historical Unemployment Rates



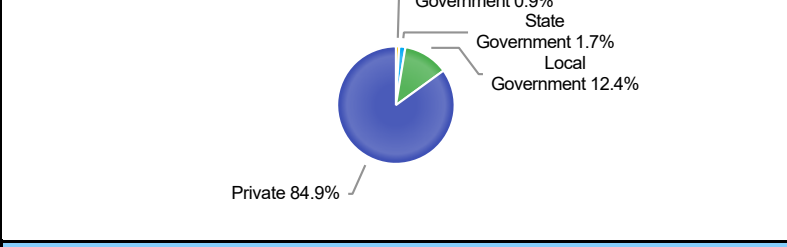
Projected Top Ten Fastest Growing Industries in WDA (% Growth 2018-2028)



Employment by Size Class (2nd Quarter 2021)



Employment by Ownership (2nd Quarter 2021)



Average Weekly Wage (2nd Quarter 2021)					
	Q2 2021	Q1 2021	Q2 2020	Quarterly Change	Yearly Change
WDA	\$1,247	\$1,331	\$1,231	-\$84	\$16
Texas	\$1,210	\$1,259	\$1,156	-\$49	\$54
US	\$1,241	\$1,288	\$1,188	-\$47	\$53

Employment by Industry (2nd Quarter 2021, Percent Change)

Industry	Employment	% of Total	% Quarterly Change	% Yearly Change
Natural Resources and Mining	42,428	19.3%	4.8%	0.2%
Construction	15,969	7.3%	1.7%	-8.9%
Manufacturing	9,103	4.1%	4.3%	-0.6%
Trade, Transportation and Utilities	48,207	21.9%	1.9%	1.4%
Information	1,771	0.8%	19.5%	26.5%
Financial Activities	9,860	4.5%	3.2%	2.1%
Professional and Business Services	16,399	7.4%	3.6%	5.9%
Education and Health Services	38,283	17.4%	-1.6%	6.8%
Leisure and Hospitality	24,427	11.1%	7.3%	21.0%
Other Services	6,452	2.9%	3.1%	2.2%
Public Administration	7,295	3.3%	-0.7%	0.3%

Employment by Industry (2nd Quarter 2021)

