

MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING OF
THE BOARD OF COMMISSIONERS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

A public hearing and regular meeting of the Board of Commissioners of Jefferson County Emergency Services District No. 4 ("District") was called for at 5:30 p.m. on the 17th day of September, 2014, at the District's administrative office, located at the Labelle-Fannett VFD fire station, 12880 FM 365, Beaumont, Texas 77705, pursuant to notice duly posted according to law.

At approximately 5:35 p.m., the public hearing was called to order. The roll was called of the duly constituted officers and members of the Board, to wit:

Jeff Roebuck	President
Charlie Reneau	Vice President
Sandra Duhon	Secretary
Sandra Melton	Treasurer
Charlie Cox	Assistant Treasurer

All of said Board members were present, with the exception of President Roebuck, thus constituting a quorum. Also present at the meeting were: Joshua Heinz of the law firm Benckenstein & Oxford, L.L.P., attorneys for the District; Mary Ellen Robertson, accountant for the District; and, those persons identified on the attendance log attached hereto as Exhibit A.

Upon establishing that a quorum was present, Vice President Reneau opened the public hearing for discussions on the District's 2014 tax rate and proposal to increase property taxes under public hearing Agenda Item No. 3. Vice President Reneau then asked if there was anyone present having questions or comments relating to the District's 2014 tax rate or proposal to increase property taxes. Being as there were no questions or comments from anyone in attendance regarding the District's 2014 tax rate and proposal to increase property taxes, the

public hearing was adjourned, and the regular meeting was called to order at approximately 5:40 p.m.

Being as a quorum had already been established, Vice President Reneau moved to regular meeting Agenda Item No. 3, at which time he announced that the Board will be holding a special meeting on September 24, 2014 at 5:30 p.m. at the Labelle-Fannett VFD fire station to vote on the District's 2014 tax rate.

Then, under regular meeting Agenda Item No. 4 regarding the proposed 2014-15 budget, at which time Treasurer Melton made a motion to amend the proposed budget to allow for the annual loan and interest payments associated with the new loan obtained from Texas First Bank to payoff/refinance preexisting purchase loan balance on Labelle-Fannett VFD's Engine 1, and also to remove the line-of-credit notation from the budget line item for interest expenditures. The motion was seconded by Assistant Treasurer Cox and unanimously approved by all the Board members present. Treasurer Melton will amend the proposed 2014-15 budget accordingly.

Next, Vice President Reneau asked for public comment as set forth in regular meeting Agenda Item No. 5, to which there was no response. So, the Board moved along to regular meeting Agenda Item No. 6, at which time Charles Sonnier, Chief of Labelle-Fannett VFD, and Ruffus Lavergne, Chief of Cheek VFD, advised the Board of the departments' recent activities. Labelle-Fannett VFD also submitted a monthly run report to the Board, which is attached hereto as Exhibit B.

The Board was then directed to regular meeting Agenda Item No. 7 for review of the Minutes of the August 20, 2014 regular meeting and the September 10, 2014 public hearing and

special meeting. Upon motion by Assistant Treasurer Cox and seconded by Treasurer Melton, the proposed Minutes were unanimously approved by the Board members present.

Next, the Board was directed by Vice President Reneau to regular meeting Agenda Item No. 8 for the Treasurer's report. Treasurer Melton reported that the District's Texas First Bank account balance as of August 31, 2014 was \$234,065.67, as reflected in the account statement and financial statement attached hereto as Exhibit C. Mrs. Robertson also reviewed the District's Statement of Activities with the Board.

Thereafter, the Board moved to regular meeting Agenda Item Nos. 9 and 10, at which time Treasurer Melton asked if any Board members had questions concerning the expenditure payment requests submitted to the District by Labelle-Fannett VFD and Cheek VFD or the District bills to be paid, we had previously been provided to the Board members for advance review. Being as there were no questions raised, Treasurer Melton made a motion to approve payment of the bills and expenditures listed on the account register attached hereto as Exhibit D (Check Nos. 1724-1756), which was seconded by Assistant Treasurer Cox and unanimously approved by all the Board members present.

The Board then moved along to regular Agenda Item No. 11 regarding VFD equipment repairs and acquisition proposals. At this time, Vice President Reneau asked if there were any equipment repairs needing to be considered by the Board, and in response, the VFDs representatives indicated that that there were no immediate equipment repairs necessary. Charles Sonnier, Chief of Labelle-Fannett VFD, advised that Engine 1 currently has a valve leak, and he will be taking the truck in to the shop to obtain a repair estimate, which he will present to the Board for consideration at the next meeting. The Board also reviewed and discussed the equipment and supply list submitted by Labelle-Fannett VFD. After discussion by the Board

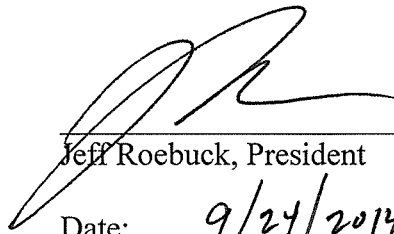
members regarding the fuel purchases and procedure, Treasurer Melton advised that she will set up District fuel accounts at the Green Acres and Country Corner convenient stores for the VFDs to use for fueling the equipment, and she will also create a fuel purchase information form to be filled out by the VFDs' members at the time of each purchase. The Board will consider the proposed information form and a fuel purchasing policy at its next meeting. Additionally, Treasurer Melton inquired as to amount of revenues received by Labelle-Fannett VFD during the current fiscal year from billing for fire and/or EMS services, and Henry Labrie, Treasurer for Labelle-Fannett VFD, advised that he would gather the information and provide same to the Board.

Vice President Reneau then directed the Board to regular meeting Agenda Item No. 12 regarding the previously approved Texas First Bank loan to payoff/refinance Labelle-Fannett's loan on Engine 1, and the title transfer documents for same. Vice President Reneau, on behalf of the District, and Rufus Lavergne, on behalf of Labelle-Fannett VFD, executed the title transfer documents, copies of which are attached hereto as Exhibit E. Mr. Heinz will forward the executed loan and title transfer documents to Texas First Bank.


After tabling regular meeting Agenda Item No. 13, the Board moved to regular meeting Agenda Item No. 14 regarding the proposed Release of Liability and Property Tax Reimbursement Agreement with BASF in relation to the industrial property located on West Port Arthur Rd. Mr. Heinz reviewed and discussed the proposed agreement with the Board. Upon motion by Assistant Treasurer Cox and seconded by Secretary Duhon, the proposed agreement with BASF, a copy of which is attached hereto as Exhibit E, was unanimously approved by the Board members present.

Then, after tabling regular meeting Agenda Item No. 15 and moving to regular meeting Agenda Item No. 16, Mr. Heinz advised that the Notice of Vote on Tax Rate Increase was scheduled to be published in The Examiner on September 18, 2014, and that all other required tax-related notices had already been published and/or posted.

Lastly, being as there being as there were no other matters to come before the Board under regular meeting Agenda Item No. 17, the regular meeting was adjourned at approximately 6:10 p.m.



Jeff Roebuck, President
Date: 9/24/2014

ATTEST:


Position: Secretary
Date: 9-24-14

Exhibit A

JCESD #4 - 9/17/2014 Public Hearing &
Special Meeting

Sign-In Sheet

① RJ Rt #101
R. Aushavengne 112
Henry Labrie 103
Brandon Monk
Darlene Rivett 302
C. Rivett 301
Philip Sonnier 133
CHARLES SONNIER 132
Simmie Gibson Deep South
NATHAN G MILLER SR
SCOTT WADE 117
Wayne L Wilber HUFV #114
Spencer D. Biny
PAT HARSON

Exhibit B

Dispatch Log Sheet for August 2014

Total Calls for June: 40 | Total Calls YTD: 408

Fannett	LaBelle	Cheek	TOTALS
Med : 13	Med : 5	Med : 3	Med: 21
MVA : 7	MVA : 3	MVA : 2	MVA: 12
Fire : 3	Fire : 3	Fire : 1	Fire: 7
Total: 23	Total: 11	Total: 6	Total: 40

Units Dispatched

Med6 - 21
Engine 1 - 9
Engine 8 - 3
Truck 118 - 7
Truck 4 - 3
Rescue 9 - 0
Tanker 5 - 0
Cheek Engine - 0

Transported: 9

Mutual Aid Units

Ham Med 2 - 5
Acadian - 6

Exhibit C



Helping Texans Build Texas

www.texasfirstbank.com

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

TELEPHONE BANKING
(409) 945-9889 (281) 538-2226
(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993
(409) 296-2111

Page: 1

JEFFERSON COUNTY EMERGENCY
SERVICES No. 4
12880 FM 365 RD
BEAUMONT TX 77705-9682

Account Number: 10031508
Statement Date: 9/01/14
Checks/Items Enclosed: 21

EM

PUBLIC FUNDS TIERED INT. JEFFERSON COUNTY EMERGENCY Acct 10031508
SERVICES No. 4

Beginning Balance 8/01/14 265,410.33
Deposits / Misc Credits 3 6,999.44
Withdrawals / Misc Debits 21 38,347.10
** Ending Balance 8/31/14 234,062.67 **
Service Charge .00
Interest Paid Thru 8/31/14 43.41
Interest Paid Year To Date 383.07
Annual Percentage Yield Earned .19%
Number of Days for A.P.Y.E. 31
Average Balance for A.P.Y.E. 265,032.04
Minimum Balance 234,019
Enclosures 21

FEE RECAP

Table with 3 columns: Description, Total for this period, Total year-to-date. Rows include Total Overdraft Fees and Total Returned Item Fees.

DEPOSITS AND OTHER CREDITS

Table with 3 columns: Date, Deposits, Activity Description. Rows include INCOMING WIRE and Interest Paid.

CHECKS PAID

* indicates skip in check numbers

Table with 9 columns: Date, Check No., Amount, Date, Check No., Amount, Date, Check No., Amount. Rows include checks from 8/26 and 8/27.



Helping Texans Build Texas

www.texasfirstbank.com

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

TELEPHONE BANKING
(409) 945-9889 (281) 538-2226
(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993
(409) 296-2111

Page: 2

JEFFERSON COUNTY EMERGENCY

Account Number: 10031508
Statement Date: 9/01/14

CHECKS PAID

* indicates skip in check numbers

Table with 9 columns: Date, Check No., Amount, Date, Check No., Amount, Date, Check No., Amount. Contains 12 rows of check payment data.

DAILY BALANCE SUMMARY

Table with 6 columns: Date, Balance, Date, Balance, Date, Balance. Contains 6 rows of daily balance data.

Exhibit D

Jefferson County Emergency Services District No. 4

Bank Account Register

Texas First Bank - Checking

August 21, 2014 - September 30, 2014

Date	Reference	Payee ID	Description	Payments Checks/ Deposits/	Additions	Balance
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08/25/14	1724	ADVANCERESC	Jefferson County Property Taxes	1,866.00	26.83	228,833.19
08/29/14			Advanced Rescue Systems			226,994.02
08/29/14			Interest Income		43.41	227,037.43
09/04/14	Dep		AAA Flood Masters, LLC		108.00	227,145.43
09/09/14			Jefferson County Property Taxes	1,492.54		228,637.97
09/12/14			Jefferson County Property Taxes	2.10		228,640.07
09/17/14	1725	ADVANCERESC	Advanced Rescue Systems	1,148.44		227,491.63
09/17/14	1726	AT&T847	AT&T	768.30		226,723.33
09/17/14	1727	AT&T8089	AT&T	35.75		226,687.58
09/17/14	1728	ATT8910	AT&T	77.28		226,610.30
09/17/14	1729	BENCK	Benckenstein & Oxford, L.L.P.	3,665.51		222,944.79
09/17/14	1730	COUNTRYCORN	Country Corner	700.21		222,244.58
09/17/14	1731	ENTERGY053	Entergy	560.58		221,684.00
09/17/14	1732	ENTERGY160	Entergy	329.63		221,354.37
09/17/14	1733	GREENACRES	Green Acres Grocery	243.22		221,111.15
09/17/14	1734	HOWARDS	Howard's Auto Supply	131.76		220,979.39
09/17/14	1735	OXFORD	Hubert Oxford, IV	400.00		220,579.39
09/17/14	1736	JACKSON	Jackson Lawn Care	250.00		220,329.39
09/17/14	1737	JCAPPAISAL	Jefferson County Appraisal District	2,810.87		217,518.52
09/17/14	1738	HEINZ	Joshua C. Heinz	400.00		217,118.52
09/17/14	1739	MER	Mary Ellen Robertson, CPA	2,660.00		214,458.52
09/17/14	1740	MESMun	MES Municipal Emergency Services, Inc.	832.80		213,625.72
09/17/14	1741	METROFIRE	Metro Fire Apparatus Specialists, Inc.	2,765.00		210,860.72
09/17/14	1742	PHYSIO	Physio-Control, Inc.	1,216.35		209,644.37
09/17/14	1743	ROLLINS	Rollins Truck & Trailer Repair, LLC-2013	8,686.00		200,958.37
09/17/14	1744	SIDDONS	Siddons-Martin Emergency Group	617.53		200,340.84
09/17/14	1745	SMARTS	Smart's Truck & Trailer Equip., Inc.	23.80		200,317.04
09/17/14	1746	SPRINTWASTE	Sprint Waste Services	182.90		200,134.14
09/17/14	1747	TEXASMUTUAL	Texas Mutual Insurance Company	2,305.00		197,829.14
09/17/14	1748	UNIONSTD	Union Insurance Company	1,180.00		196,649.14
09/17/14	1749	UNITED COM	United Communications Inc.	194.50		196,454.64
09/17/14	1750	VERIZON2879	Verizon Wireless	6.37		196,448.27
09/17/14	1751	VISA4594	VISA	32.64		196,415.63
09/17/14	1752	WJEFFCTRYMWD	W. Jefferson Co. M.W.D	113.50		196,302.13
09/17/14	1753	LB-F VFD	Labelle-Fannett VFD	4,440.13		191,862.00
09/17/14	1754	LB-F VFD	Labelle-Fannett VFD	9,940.61		181,921.39
09/17/14	1755	SPRINTWASTE	Sprint Waste Services	75.00		181,846.39
09/17/14	1756	VERIZON5138	Verizon Wireless	7.02		181,839.37
Totals				48,666.70	1,672.88	181,839.37

Transaction count = 38

Exhibit E

Upon sale of this vehicle, purchaser must apply for a new title within 30 days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK OF TAB FOR ADDITIONAL INFORMATION.

BRIDGE CITY STATE BANK
 P O BOX 887
 701 W ROUND BUNCH RD
 BRIDGE CITY, TX 77611-2435

17186-21481

000029

2 PAGES

SCANNED BY D.F.



TEXAS CERTIFICATE OF TITLE

CERTIFIED COPY

TEXAS DEPARTMENT OF MOTOR VEHICLES
 8835595

VEHICLE IDENTIFICATION NUMBER: 1FVACYDJ17HU63469
 YEAR MODEL: 2007
 MAKE OF VEHICLE: FRHT
 BODY STYLE: FT

TITLE DOCUMENT NUMBER: 18100041337074636
 ORIGINAL TITLE DATE: 03/27/2013

MODEL: 4
 MFG. CAPACITY IN TONS: 350.00
 WEIGHT: 1023915
 LICENSE NUMBER: 03/27/2013
 CERTIFIED COPY DATE: 03/27/2013

PREVIOUS OWNER: DOOLEY TACKBERRY DEER PARK TX
 OWNER: LABELLE FANNETT VFD
 18769 HWY 365
 BEAUMONT, TX 77705

ODOMETER READING: EXEMPT
 REMARK(S): DIESEL EXEMPT

X SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

WARNING: THIS IS A REPLACEMENT CERTIFICATE OF TITLE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE. ANY PURCHASER OR LIENHOLDER MAY REQUIRE THE SELLER TO GUARANTEE AGAINST ANY LOSS CLAIMED UPON THE PRESENTATION OF THE ORIGINAL CERTIFICATE OF TITLE.

DATE OF LIEN: 02/25/2013
 1ST LIENHOLDER: BRIDGE CITY STATE BANK
 P O BOX 887
 701 W ROUND BUNCH
 BRIDGE CITY, TX 77611

1ST LIEN RELEASED DATE

DATE OF LIEN
 2ND LIENHOLDER

BY AUTHORIZED AGENT

2ND LIEN RELEASED DATE

DATE OF LIEN
 3RD LIENHOLDER

BY AUTHORIZED AGENT

3RD LIEN RELEASED DATE

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

BY AUTHORIZED AGENT

RIGHTS OF SURVIVORSHIP AGREEMENT
 WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Whenever you sell or trade a vehicle, be sure to protect yourself by filing the Vehicle Transfer Notification online at www.TxDMV.gov. The notification removes your responsibility for anything the buyer might do with the vehicle. It's free!

You ONLY have 30 days to submit the Vehicle Transfer Notification from the date you sell or trade in the vehicle to remove your liability.

Always remember to "Protect your title, Texas." For more information, go to www.TxDMV.gov and click on the "Protect your title" topic.

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-1) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 30 DAYS TO AVOID PENALTY.

ASSIGNMENT OF TITLE	<p>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</p> <p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p>	
	Name of Purchaser	Street City State Zip
	<p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p>	
	Date of Sale	<p>Signature of Seller/Agent</p> <p>Printed Name (same as signature)</p> <p>Signature of Buyer/Agent</p> <p>Printed Name (same as signature)</p>
FIRST REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p>	
	Name of Purchaser	Street City State Zip
	<p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p>	
	Date of Sale	<p>Signature of Seller/Agent</p> <p>Printed Name (same as signature)</p> <p>Signature of Buyer/Agent</p> <p>Printed Name (same as signature)</p>
SECOND REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p>	
	Name of Purchaser	Street City State Zip
	<p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p>	
	Date of Sale	<p>Signature of Seller/Agent</p> <p>Printed Name (same as signature)</p> <p>Signature of Buyer/Agent</p> <p>Printed Name (same as signature)</p>
THIRD REASSIGNMENT DEALER ONLY	<p>The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:</p>	
	Name of Purchaser	Street City State Zip
	<p>I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:</p> <p><input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits.</p> <p><input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.</p>	
	Date of Sale	<p>Signature of Seller/Agent</p> <p>Printed Name (same as signature)</p> <p>Signature of Buyer/Agent</p> <p>Printed Name (same as signature)</p>
LIEN	<p>LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE</p> <p>1st LIEN IN FAVOR OF (NAME & ADDRESS)</p>	

APPLICATION FOR TEXAS TITLE
TYPE OR PRINT NEATLY IN INK

TAX OFFICE USE ONLY						Standard Presumptive Value
Tax Collector: _____ County: _____					<input type="checkbox"/> SPV \$ _____	
Date: _____ Transaction Number: _____					<input type="checkbox"/> Appraisal Value \$ _____	
1. Vehicle Identification Number 1FVACYDJ17HU63469		2. Year 2007	3. Make FRHT	4. Body Style FT	5. Model	6.
7. Empty Weight (lbs.) 35000	8. Carrying Capacity (lbs.)	9. Plate No. 1023915	10. Vehicle Unit No.	11. Major Vehicle Color	12. Minor Vehicle Color (two colored)	
13. Applicant Type <input type="checkbox"/> Individual <input type="checkbox"/> Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit Business, Government, Trusts and Non-Profits, use the Business Name line below.						
14. Applicant's/Owner's Legal Name 1/Business Name JEFFERSON COUNTY EMERGENCY SERVICES				Owner's County Name JEFFERSON		
First DISTRICT NO 4		Middle	Last	Suffix		
Mailing Address 12880 FM 365 RD		City BEAUMONT		State TX	Zip 77705	
14a. Applicant/Owner 1 Photo ID Number						
ID Type <input type="checkbox"/> U.S. Driver's License <input type="checkbox"/> U.S. State Identification <input type="checkbox"/> Texas <input type="checkbox"/> Other _____ (Name of State or Territory)						
<input type="checkbox"/> U.S. Passport <input type="checkbox"/> Foreign Passport _____ (Name of Foreign Country) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> NATO ID						
<input type="checkbox"/> Other Military Status of Forces Photo ID <input type="checkbox"/> U.S. Department of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services ID <input type="checkbox"/> U.S. Department of State ID						
14b. Applicant's/Owner's Legal Name 2						
First		Middle	Last	Suffix		
Mailing Address		City		State	Zip	
14c. Registrant's Name (Renewal Notice Recipient)/Business Name						
First		Middle	Last	Suffix		
Mailing Address		City		State	Zip	
14d. Vehicle Physical Location Address						
City		State			Zip	
15. Previous Owner's Legal Name/Business Name LABELLE FANNETT VFD				15a. GDN -Dealer Use Only		
First		Middle	Last	Suffix		
Mailing Address 18769 HWY 365		City BEAUMONT		State TX	Zip 77705	
THIS VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN						
16. 1st Lien Date	1st Lienholder Name TEXAS FIRST BANK			16a. Electronic Title Request? <input type="checkbox"/> YES (16c cannot be checked)		
	Mailing Address 3000 FM 1764			16b. Certified Lienholder ID No.		
	City LA MARQUE		State TX	Zip 77568	16c. Additional Lien(s)? <input type="checkbox"/> YES (Attach Form VTR-267)	
17. FOR CORRECTED TITLE, CHECK REASON(S) <input type="checkbox"/> Change in Vehicle Description <input type="checkbox"/> VIN <input type="checkbox"/> No Change in Ownership <input type="checkbox"/> Add Lien <input type="checkbox"/> Remove Lien <input type="checkbox"/> Odometer Brand <input type="checkbox"/> Odometer Reading <input type="checkbox"/> Year <input type="checkbox"/> Make <input type="checkbox"/> Body Style <input type="checkbox"/> Other						
18. ODOMETER DISCLOSURE - FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.						
I, _____, state that the odometer now reads _____ (no tenths).						
(Name of Seller/Agent)						
THE MILEAGE SHOWN IS <input type="checkbox"/> A - Actual Mileage <input type="checkbox"/> N - Not Actual Mileage (WARNING-ODOMETER DISCREPANCY) <input type="checkbox"/> X - Mileage Exceeds Mechanical Limits <input checked="" type="checkbox"/> Exempt						
19. CHECK ONLY IF APPLICABLE MOTOR VEHICLE TAX STATEMENT						
<input type="checkbox"/> I hold Motor Vehicle Retailer's (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code § 152.046 [c]).						
<input type="checkbox"/> I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code § 152.002 [c]). GDN or Lessor Number _____						
20. DESCRIPTION OF VEHICLE	Year	Make	Vehicle Identification Number		20a. ADDITIONAL TRADE-INS? (Y/N)	
TRADED IN (if any)						
21. SALES AND USE TAX COMPUTATION						
<input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted) \$ _____						
<input type="checkbox"/> (b) Less Trade-In Amount, Describe in Item 20 Above \$(_____)						
<input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, describe in Item 20 above. \$(_____)						
<input type="checkbox"/> (d) Taxable Amount (Item a. minus Item b./Item c.) \$ _____						
<input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ _____						
<input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ _____						
<input type="checkbox"/> (g) Tax Paid to _____ (STATE) \$ _____						
<input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE (Item e. plus Item f. minus Item g.) \$ _____						
<input type="checkbox"/> \$90 New Resident Tax - (Previous State) _____						
<input type="checkbox"/> \$5 Even Trade Tax						
<input type="checkbox"/> \$10 Gift Tax - Use Comptroller Form 14-317						
<input type="checkbox"/> \$65 Rebuilt Salvage Fee						
<input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) _____						
<input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) _____						
<input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____						
<input type="checkbox"/> \$28 or \$33 APPLICATION FEE FOR TEXAS TITLE (Contact your County Tax Assessor-Collector for the correct fee.)						
I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.						
22.	Signature of SELLER, DONOR, OR TRADER 1		Rufus Lavergne, President, LFVBD		9/17/2014	
			PRINTED NAME (Same as signature) 1		Date	
23.	Signature of SELLER, DONOR, OR TRADER 2					
			PRINTED NAME (Same as signature) 2		Date	
24.	Signature of PURCHASER, DONEE, OR TRADER 1		Charlie Berreau, Vice President, JCE0014		9/17/2014	
			PRINTED NAME (Same as signature) 1		Date	
25.	Signature of PURCHASER, DONEE, OR TRADER 2					
			PRINTED NAME (Same as signature) 2		Date	
WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$10,000 may also be imposed.						

**GENERAL INSTRUCTIONS
APPLICATION FOR TEXAS TITLE**

This form must be completed and submitted to your County Tax Assessor-Collector accompanied by any required application fee, supporting documents, registration fee if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed. A completed form must contain the original signature of the buyer. The seller's signature may be reproduced or faxed. All title applications must include one of the government-issued photo IDs listed on field 14a.

Rights of Survivorship (Optional) - Two or more persons may enter into a rights of survivorship agreement. It is not restricted to husband and wife. Please use Form VTR-122, *Rights of Survivorship Ownership Agreement for a Motor Vehicle*.

AVAILABLE HELP

- For assistance in completing this form contact your County Tax Assessor-Collector.
- For information about motor vehicle sales and use tax, or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800-252-1382 toll free nationwide, or call 512-463-4600.
- For title or registration information, contact your County Tax Assessor-Collector or the Texas Department of Motor Vehicles at 512-465-3000 or 1-888-368-4689.

With a few exceptions, you are entitled to be informed about the information the department collects about you. The Texas Government Code entitles you to receive and review the information on request, and to request that the department correct any information about you that is deemed incorrect. Please contact the Texas Department of Motor Vehicles at 512-465-3000 or 1-888-368-4689 for details.

NOTICE

The sales and use tax must be paid to the County Tax Assessor-Collector within 30 days from the date of purchase or entry of the vehicle into Texas. A \$2.50 fee for transfer of current registration is due in addition to the title application fees and other applicable fees. If not currently registered, registration fees will be due.

A 6.25 percent motor vehicle sales or use tax is imposed on the sale price (less trade-in allowance) of motor vehicles for use in Texas, or of a motor vehicle purchased outside of the state and later brought into this state by a Texas resident.

Standard Presumptive Value (SPV) applies to private-party sales of most used motor vehicles purchased or brought into Texas. The tax is computed on the greater of the sales price or 80 percent of the SPV on the day of title application.

New Texas residents are subject to a \$90 use tax on a vehicle brought into this state that was previously registered to the new resident in another state or foreign country. This is in lieu of the 6.25 percent use tax imposed on a Texas resident.

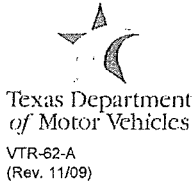
There is a \$10 gift tax when a person receives a motor vehicle as a gift from an immediate family member, guardian or a decedent's estate. A vehicle donated to, or given by, a nonprofit service organization qualifying under IRC 501(c)(3) is also taxed as a gift. Both donor and recipient must sign the Comptroller's joint affidavit **Form 14-317, *Affidavit of Motor Vehicle Gift Transfer***. The affidavit and the title application must be submitted in person by either the donor or recipient.

A transaction in which a motor vehicle is transferred to another person without payment of consideration and one that does not qualify as a gift described above is a sale and will be subject to tax calculated on the vehicle's standard presumptive value.

A late penalty equal to 5 percent of the tax will be charged if the tax or surcharge is paid from 1 to 30 calendar days late; if more than 30 calendar days late, the penalty will be 10 percent of the tax. Minimum penalty is \$1.

In addition to the late tax payment penalty, Texas Transportation Code provides for an escalating delinquent transfer penalty of up to \$250 for failure to apply for title within 30 days from the date of title assignment. Submit this application, along with proper evidence of ownership, and appropriate valid proof of financial responsibility, such as a liability insurance card or policy.

All new residents applying for a Texas title and registration for a motor vehicle must file at the County Tax Assessor-Collector of the county in Texas where the applicant resides within 30 days of establishing residency. Texas law requires that all vehicles, previously registered and titled or registered in another state or country, be inspected for safety and the vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by a state appointed Safety Inspection Station that will complete a **VI-30, *Out-of-State Identification Certificate***. This form must be submitted to the County Tax Assessor-Collector with your application for registration and Texas title.



Application for Standard Texas Exempt License Plates

Use this form to apply for standard Texas exempt license plates *if your agency is not a volunteer fire department or emergency ambulance service*. These agencies should submit different forms to obtain exempt license plates:

- Volunteer fire departments should submit Form VTR-62-F
- Emergency ambulance services should submit Form VTR-62-EMS

Complete two pages of this form. For questions regarding this form, contact your local County Tax Assessor-Collector's office.

Mail completed form with any required attachments to your local County Tax Assessor-Collector's office.

Note: A federal tax exemption status or the assignment of a Comptroller I.D. number does not qualify you for exempt license plates.

Type or print only

Exempt vehicle(s) will be operated or leased by the following exempt organization:

Contact First Name _____ Initial _____ Last Name _____

Name of Organization JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO 4 Phone _____

Address 12880 FM 365 RD

City BEAUMONT State TX Zip Code 77705 County JEFFERSON

Statute Number _____ (not required for federal government, state, cities, counties or school districts)
(To be shown for political subdivisions created under Art. 16, §59 of the Texas Constitution.)

Please check the item that applies:

- Changing** from *regular issue* exempt license plates to *standard* Texas exempt license plates.
- Replacing** standard exempt license plates. Enter the *license plate number* being replaced in the table on the next page. *Note:* If the plates being replaced were lost, stolen or mutilated, submit this form *directly* to your local County Tax Assessor-Collector's office. When your new plates arrive, *immediately surrender* any remaining plates (with the exempt license receipt) to your local VTR Regional Office.

STANDARD TEXAS EXEMPT LICENSE PLATES

Exempt agencies are required to file their paperwork through the County Tax Assessor-Collector's office in the county where the exempt agency is located.

NOTICE With a few exceptions, you are entitled to be informed about the information TxDMV collects about you. Texas Government Code, §§552.021, 552.023 and 559.004 further entitle you to receive and review the information on request, and to request the department correct any information about you that is deemed incorrect. Please contact the TxDMV Vehicle Titles and Registration Division at 512/465-7611 for further details.

(Repeat identifying information from page 1)

Contact First Name _____ Initial _____ Last Name _____

City _____ State _____ Zip Code _____ County _____

For County Use Only Date Issued: _____
Example Entry
Example Entry

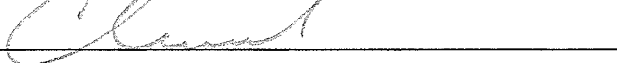
	Year Model	Make of Vehicle (Mfg and Model)*	Body Style**	Vehicle Identification Number	Required for Trailer or Semitrailer***		Previous License Plate Number	
					Empty weight	Gross weight****		
0.	2001	Honda Accord	4-door sedan	VINxxxxxxx	N/A	N/A	None	Example Entry
0.	2000	Lufton - S	Flatbed - ST	VINxxxxxxx	8,000	50,000	XXX-XXX	Example Entry
1.	2007	FRHT	FT	1FVACYDJ17HU63469			1023915	
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

Note: You may use this form for 10 vehicles or less.
 * For trailers, indicate make as shopmade (S) or homemade (H).
 ** Provide body style for *commercial vehicles* (pickup, dump, garbage, box van, utility, flatbed, truck tractor) or *trailers* (utility, flatbed, stock, box, livestock or stake). Indicate (T) for trailer or (ST) for semitrailer.
 *** Trailers (T) and Semitrailers (ST) weighing in excess of 4,000 lbs. gross weight must be titled. (Please complete Form 130-U, Application for Texas Certificate of Title.)
 **** Gross weight is the *empty or shipping weight plus the heaviest load to be carried.*

I certify that I am authorized to sign this application and that the vehicle(s) described herein has the applying organization's identifying information displayed on both sides of the vehicle in compliance with the following specifications (see Transportation Code §502.2015):

- Letters are displayed at least two inches high or an emblem is at least 100 square inches in size, and
- The color of the display contrasts sufficiently with the vehicle's body to be legible from at least 100 feet.

Printed name of Authorized Agent Charlie Reneau, Vice President, JCESD #4

Signature of Authorized Agent 

Date 9/19/2014



Power of Attorney to Transfer Motor Vehicle

Texas Department of Motor Vehicles

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, _____
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of _____ and the State of _____, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year 2007	Make FRHT	Body Style FT	Model	License Plate Number 1023915
Vehicle Identification Number 1FVACYDJ17HU63469			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ miles and to the best of my
(No Tenths)

knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

1. The mileage stated is in **EXCESS** of its mechanical limits.
2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

LABELLE FANNETT VFD

Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner

Ruben Lavergne, President, LFVFD

18769 HWY 365

BEAUMONT

TX

77705

Mailing Address

City

State

Zip

Date

9/17/2014

State law makes falsifying information on this application a third-degree felony.



Texas Department of Motor Vehicles

Power of Attorney to Transfer Motor Vehicle

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, _____
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of _____ and the State of _____, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year 2007	Make FRHT	Body Style FT	Model	License Plate Number 1023915
Vehicle Identification Number 1FVACYDJ17HU63469			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

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2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner *Charlie Renoas, Vice President, JCESD #4*

12880 FM 365 RD
Mailing Address

BEAUMONT TX 77705
City State Zip

Date *9/17/2014*

State law makes falsifying information on this application a third-degree felony.



Texas Department of Motor Vehicles

Power of Attorney to Transfer Motor Vehicle

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, _____
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of _____ and the State of _____, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year 2007	Make FRHT	Body Style FT	Model	License Plate Number 1023915
Vehicle Identification Number 1FVACYDJ17HU63469			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

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1. The mileage stated is in **EXCESS** of its mechanical limits.
2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

Signature of Owner: *[Handwritten Signature]* Charlie Remeau, Vice President, JCESD #4

12880 FM 365 RD Mailing Address BEAUMONT TX 77705
City State Zip

Date: 9/17/2014

State law makes falsifying information on this application a third-degree felony.

Exhibit F

**RELEASE OF LIABILITY AND
PROPERTY TAX REIMBURSEMENT AGREEMENT**

STATE OF TEXAS

COUNTY OF JEFFERSON

This Release From Liability and Property Tax Reimbursement Agreement (the "Agreement"), effective as of October 1, 2014, is by and between Jefferson County Emergency Services District No. 4 (the "District"), a political subdivision of the State of Texas, organized and operating pursuant to Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended (the "H&S Code") and BASF Corporation ("BASF"), a Delaware corporation.

WITNESSETH

WHEREAS, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

WHEREAS, BASF owns property located at 14385 West Port Arthur Road, Beaumont, Texas in Jefferson County, Texas, as more particularly described on Exhibit "A", incorporated for all purposes (the "Property"), such Property being within the boundaries of the District; and

WHEREAS, BASF provides its own fire prevention and fire control services and owns or operates fire-fighting equipment or systems equivalent to or better than standards developed by the National Fire Protection Association or another nationally recognized association at the Property; and

WHEREAS, BASF provides for an equipped industrial ambulance with a licensed driver and provides for industrial victim care by an emergency care attendant trained to provide the equivalent of ordinary basic life support, as defined by Section 773.003 of the H&S Code at the Property; and

WHEREAS, BASF provides to itself at the Property ordinary emergency services, such as emergency response, as defined by 29 C.F.R. Sec. 1910.120, rescue, disaster planning, and/or security services, as recognized by the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas, and provides the equipment, training, and facilities necessary to safely handle emergencies and protect itself; and

WHEREAS, pursuant to Section 775.032 of the H&S Code, BASF is not subject to the ad valorem tax authorized by that chapter or subject to the District's powers; and

WHEREAS, the District and BASF desire to enter into an agreement whereby BASF agrees to release the District from all liability concerning emergencies that occur within the Property and while BASF is providing emergency services for the Property, as BASF represents

herein, the District agrees to reimburse BASF for all property tax revenues collected from BASF less any appraisal and collection costs incurred by the District, as well as those costs incurred by the District in connection with the preparation of this Agreement, which is more specifically set forth in Section III below; and

WHEREAS, the District, through its Board of Emergency Services Commissioners, has determined that entering into such an agreement would benefit the general public, by, among other things, avoiding duplication of services and thus better protecting BASF as well as the other residents and property owners within the District;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the other as follows:

I.
REPRESENTATIONS AND WARRANTIES

A. District's Representations and Warranties. The District represents and warrants that:

- 1) The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H & S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.
- 2) Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement, conflicts with or results in a breach of the terms, conditions, or provisions of any agreement or instrument to which the District is now a party or by which it is bound, or constitutes a default under any of the foregoing.

B. BASF's Representations and Warranties. BASF represents and warrants that:

- 1) BASF is a corporation duly incorporated and validly existing and in a good standing under the laws of the State of Delaware, and is registered to do business and is in good standing under the laws of the State of Texas, and is not in violation of any of the provisions of its Certificate of Formation, its By-Laws, or any laws of the States of Delaware or Texas relevant to the transactions contemplated hereby.
- 2) BASF has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.
- 3) Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement, conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or

instrument to which BASF is now a party or by which it is bound, or constitutes a default under any of the foregoing.

- 4) In accordance with Section 775.032 of the H&S Code, BASF does, and will continue throughout the term of this Agreement:
 - a. provide its own fire prevention and fire control services;
 - b. own or operate fire-fighting equipment or systems equivalent to or better than standards developed by the National Fire Protection Association or another nationally recognized association;
 - c. provide for an equipped industrial ambulance with a licensed driver and provide for industrial victim care by an emergency care attendant trained to provide the equivalent of ordinary basic life support, as defined by Section 773.003 of the H&S Code; and
 - d. provide to itself ordinary emergency services, such as emergency response, as defined by 29 C.F.R. Sec. 1910.120, rescue, disaster planning, and/or security services, as recognized by the Texas Industrial Emergency Services Board of the State Firemen's and Fire Marshals' Association of Texas, and provide the equipment, training, and facilities necessary to safely handle emergencies and protect itself and its neighbors in the community.

II.

RELEASE AND INDEMNIFICATION

To the fullest extent permitted by law, BASF shall and does hereby agree to release, indemnify, protect, defend, and hold harmless the District, its officers, agents, employees, members and volunteers for, from and against all claims, demands, liabilities, damages, costs, suits, losses, liens, expenses, causes of action, judgments, and fees (including court costs, attorney's fees, and costs of investigation) (hereinafter, "Claims"), of any nature, kind, or description, by, through, or of any person or entity whomsoever, arising out of or alleged to have arisen out of (in whole or in part) or in connection with or concerning any emergency, or any response thereto, occurring within the Property or outside the Property, if during the travel to or from the Property in response to the emergency, while the Agreement is in effect. This release and indemnification remains in effect after termination of this Agreement solely for those Claims arising out of or alleged to have arisen out of or in connection with or concerning an emergency, or any response thereto, that occurred while this Agreement was in effect.

III.

TAX EXEMPTION AND PROPERTY TAX REIMBURSEMENT

A. Pursuant to Section 775.032 of the H&S Code, BASF is not subject to the ad valorem tax authorized by that chapter or subject to the District's powers and the District will not levy or collect such taxes from BASF. However, in the event ad valorem taxes are levied and collected from BASF, the District agrees to reimburse BASF for any ad valorem taxes collected from

BASF and paid to the District, less any appraisal and collection costs incurred by the District in connection with the Property.

B. BASF and the District agree and acknowledge that the District has previously levied and collected from BASF ad valorem taxes on the Property. The District agrees to reimburse BASF for those ad valorem taxes collected from BASF and paid to the District, less any appraisal and collection costs incurred by the District in connection with the Property and those costs incurred by the District in connection with the preparation of this Agreement as specifically identified on Exhibit "B" hereto (the "Reimbursement Amount").

C. The District will submit detailed documentation to BASF setting forth the appraisal and collection costs attributable to the Property (the "Cost of Appraisal/Collection") and other costs incurred by the District in connection with the preparation of this Agreement. The Cost of Appraisal/Collection will be equal to the per parcel fee charged to the District by the Jefferson County Appraisal District and Jefferson County Tax Assessor/Collector for the Property. The District will submit the Reimbursement Amount to BASF within 60 days of the effective date of this Agreement or within 60 days of the District's receipt of BASF's ad valorem tax payment from the Jefferson County Tax Assessor-Collector, whichever is later.

IV. ASSIGNMENT AND MODIFICATION

This Agreement may be assigned by BASF, in whole or in part, without obtaining the prior written consent of the District, so long as the assignee meets the requirements set forth in Paragraph I.B.4 above. However, in the event of assignment, BASF shall provide reasonable prior written notice to the District. Further, this Agreement may be modified only on the prior written consent of both parties.

V. MISCELLANEOUS

A. No Waiver of Sovereign Immunity. The parties expressly agree that no provision of this Agreement waives, or is intended to be a waiver of, (a) any immunities from suit or liability that the District may have by operation of law or (b) any exceptions to such immunities, including without limitation the provisions of the Texas Tort Claims Act.

B. Independent Contractor. Nothing in this Agreement shall be construed to make either party the partner or joint venturer of or with the other party.

C. Term of Agreement. This Agreement shall be effective for an initial term of one year, beginning on January 1, 2014 and ending on December 31, 2014, unless sooner terminated in accordance with the terms hereof (the "**Initial Term**"). Following the conclusion of the Initial Term, this Agreement automatically shall be extended for successive one-year terms (each a "**Renewal Term**," and together with the Initial Term, the "**Term**") unless either party provides written notice to the other party at least 120 days prior to the then-scheduled end of the Term terminating this Agreement effective as of the then-scheduled end of the Term.

D. Immediate Termination. Notwithstanding anything herein to the contrary, this Agreement shall immediately terminate upon the failure of BASF to satisfy all requirements set forth in Paragraph I.B.4 above or upon BASF requesting the District to provide emergency services of any type to BASF.

E. Effect of Termination. Upon termination of this Agreement for any reason, except in the event that the Property is removed from the District, BASF will no longer be entitled to reimbursement of District ad valorem taxes on the Property, the District will continue to levy and collect ad valorem taxes on the Property and, as of the date of termination, will no longer be liable for reimbursement of same, and BASF shall immediately pay District an amount equal to all taxes that would have been due for the year in which termination occurs.

F. Force Majeure. Either party shall be relieved of its obligations under and may terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by any event or circumstances (whether arising from natural causes, human or governmental agency or otherwise) beyond the reasonable control of the party invoking this section, including by way of illustration, but not by way of limitation, Acts of God, Government restrictions, wars, insurrections strikes, lockouts or other labor disputes, civil strife, terrorist attack, casualty, earthquake, heavy rains, flood, fire, and/or any other cause beyond the reasonable control of the party whose performance is affected (in each case, a “**Force Majeure Event**”), and if such party shall have used its commercially reasonable efforts to mitigate such effects, and such party shall have given written notice to the other party.

G. Notices. All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, hand delivery, or sent by facsimiles addressed as follows:

If to District, at: Jefferson County Emergency Services District No. 4
 12880 FM 365
 Beaumont, Texas 77705

With a copy to: Joshua C. Heinz
 Benckenstein & Oxford, L.L.P.
 3535 Calder Ave., Suite 300
 Beaumont, Texas 77706
 Facsimile: (409) 833-8819

If to BASF, at: BASF Corporation
 100 Park Avenue
 Florham Park, New Jersey 07932
 Attn: Tax Department
 Facsimile: 973.245.6784

With a copy to: BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attn: Legal Department, Real Estate Contract
Fax: 973.307.2274

and

Popp Hutcheson PLLC
1301 S MO PAC EXPY, STE 430
Austin, TX 78746
Attn: Blas Joseph Ortiz
Fax: 512.479.8013

District or BASF may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

H. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and BASF.

I. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provisions automatically shall be replaced by other provisions that are valid and enforceable and that are as similar as possible in term and intent to those provisions deemed to be invalid or unenforceable.

J. Execution and Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

L. Attorneys' Fees. In the event that either BASF or District institutes any action, suit, mediation or other proceeding to enforce the provisions of this Agreement, the prevailing party shall recover costs and reasonable attorney's fees incurred.

M. Governing Law and Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas. This Agreement is fully performable and enforceable in Jefferson County, Texas, wherein venue hereunder shall lie.

(signature page to follow)

IN WITNESS WHEREOF the District and BASF have caused this Agreement to be executed on this ____ of _____, 2014.

ATTEST:

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: *Sandra Duhon*
Printed Name: Sandra Duhon
Title: Board Secretary

By: *Charlie Rencau*
Printed Name: Charlie Rencau
Title: Board President
Vice

ATTEST:

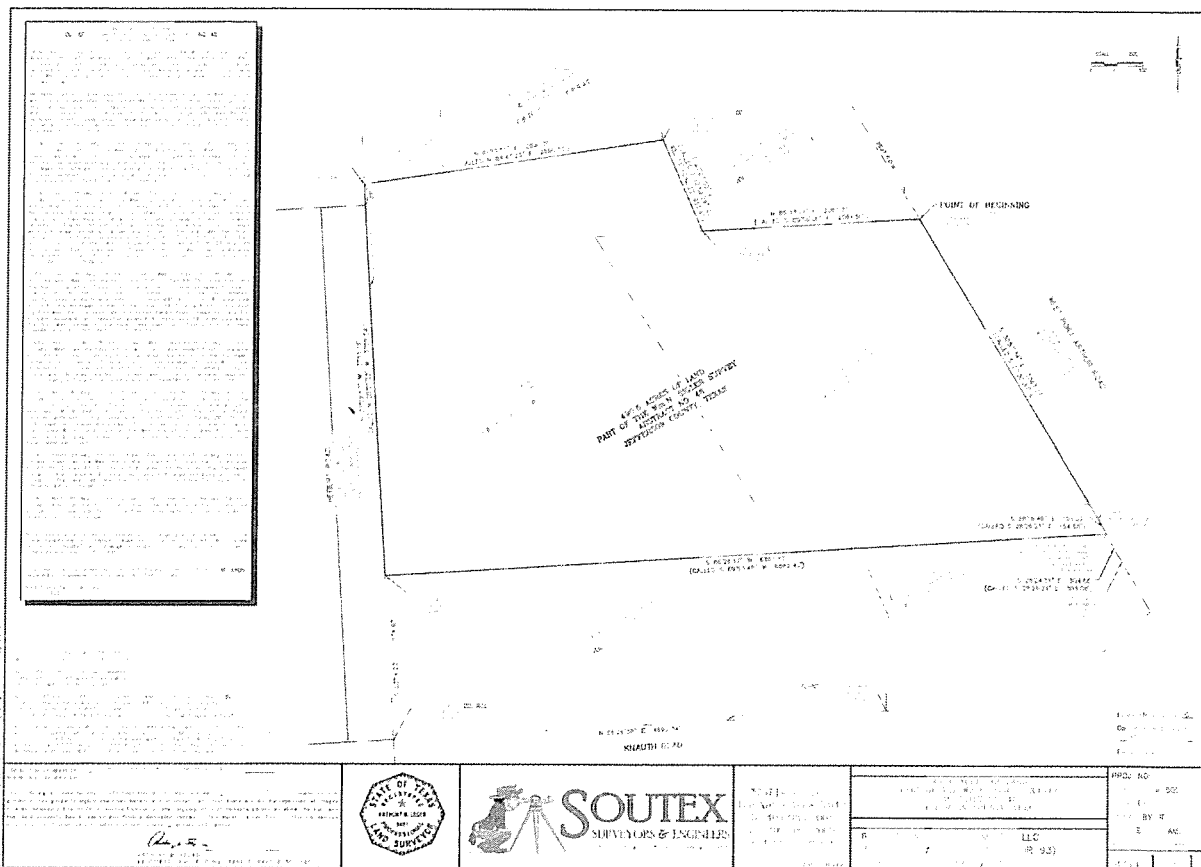
BASF CORPORATION

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"

Appraisal District Account Numbers
522750-000-000010-00000-8 F9
300048-000-001300-00000-9 F5
300048-000-005100-00000-9 D5
522750-000-000020-00000-7 L9
522750-000-000025-00000-6 L8



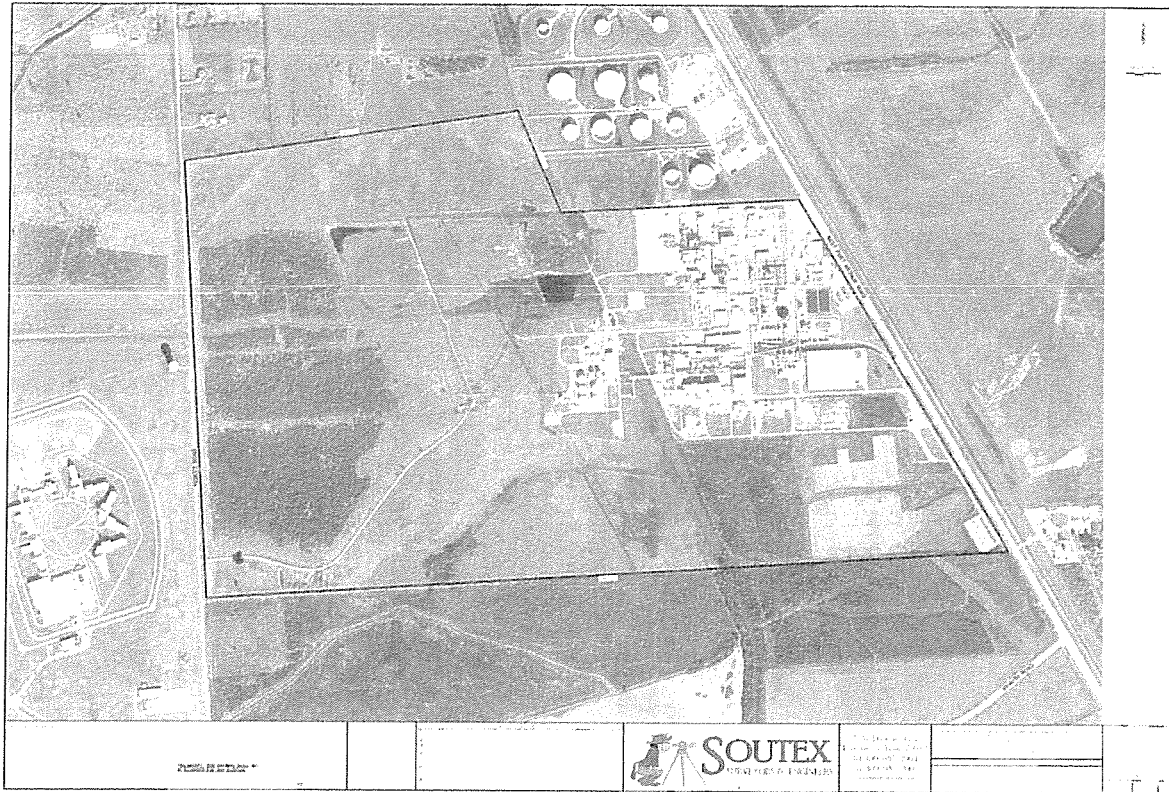


EXHIBIT "B"

TAXES PAID BY BASF TO THE DISTRICT

Appraisal District Account Number	Date Paid	Tax Paid
522750-000-000010-00000-8 F9	8/28/2014	\$33,164
300048-000-001300-00000-9 F5	1/24/2014	\$1,792
300048-000-005100-00000-9 D5	1/24/2014	\$1,233
522750-000-000020-00000-7 L9	8/28/2014	\$530
522750-000-000025-00000-6 L8	8/28/2014	\$41,951
	Total:	\$78,671

COSTS TO BE WITHHELD BY DISTRICT FROM INITIAL REIMBURSEMENT

2013 Tax Collection Fees – Jefferson County Tax Assessor-Collector:	\$2.10
2014 Appraisal Fees – Jefferson County Appraisal District:	\$2.70
Legal Fees:	
Carlton Law Firm, PLLC:	\$2,937.50
Benckenstein & Oxford, LLP:	<u>\$2,150.00</u>
TOTAL:	\$5,092.30

TOTAL INITIAL REIMURSEMENT AMOUNT

Taxes Paid by BASF	Less Costs incurred by the District	Total Initial Reimbursement to BASF
\$78,671	\$5,092.30	\$73,578.70