

REIMBURSEMENT AGREEMENT

22 This Reimbursement Agreement ("Agreement") is made and entered into, and is effective, this day of January, 2026, by and between **ET-S Permian Pipeline Company LLC** ("**COMPANY**") whose mailing address is, 8111 Westchester Drive, Dallas, Texas 75225 (hereinafter referred to as "**COMPANY**") and **Midland Independent School District**, whose mailing address is 615 W Missouri Ave, Midland TX, 79701 (hereinafter referred to as "**OWNER**"),

RECITALS:

WHEREAS, Company is the owner of a certain easement containing 4 pipelines: Andrews to Midland 2, Andrews to Midland 3, Arrington Airpark to MTF, and Arrington Airpark water line, (hereinafter referred to as the "Facilities") located in Midland County, Texas; and

WHEREAS, Owner, by purchase and/or succession is the holder of surface rights on the property that is the subject of this Agreement; and

WHEREAS, Owner wishes to develop a new Midland High School Facilities (hereinafter referred to as "Project") on property it owns in fee (the "Property"); and

WHEREAS, to accommodate the Project, Owner consents to the abandonment-in-place of two (2) existing pipelines (Andrews to Midland 2 Pipeline and Andrews to Midland 3 Pipeline) and the relocation and construction of the two (2) conventionally installed pipelines as shown in **Exhibit A** (hereinafter referred to as the "Work") on the Property; and

WHEREAS, Company, under the terms hereinafter stated, is willing to perform the Work, provided Owner reimburses Company for 100% of its final actual, direct costs for undertaking and completing the Work. Unless as otherwise provided in this Agreement, such reimbursement shall not exceed the total estimate of costs and expenses stated in Section 3 below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Company agrees to perform the Work subject to the following terms and provisions:

1. Owner agrees to bear 100% of all direct, actual costs incurred by Company to complete the Work, in an amount not to exceed the total estimate of costs and expenses stated in Section 3 below, unless otherwise provided in this Agreement. Such costs and expenses will include, but not limited to, labor, materials, construction damages, administrative overhead, and legal fees incurred for the engineering, modification and relocation of the Facilities required to complete the Project ("Project Estimate").
2. Owner recognizes that Company may use one or more contractors to perform the Work.
3. The Project Estimate is **\$2,903,140.15**. Final actual costs may be more or less than such estimate, which will not be construed as a limitation of costs for such Work. For purposes of this Agreement, the Project Estimate includes all costs and expenses including, but not limited to labor, materials, construction damages, administrative overhead, and legal fees relating to the engineering and modification of the Facilities, provided, however, that to the extent that the actual costs exceed 125% of the Project Estimate, Company shall provide Owner notice, with an estimate of such excess costs before they are incurred by Company; and Owner shall have the right to approve or disapprove of such excess costs within three (3) business days of Owner's receipt of such notice, such approval not to be unreasonably withheld, conditioned or delayed. In the event Owner does not approve of such excess costs, in addition to all costs and expenses incurred to date, Owner shall bear 100% of all direct costs and expenses incurred by Company to return the

relocated pipe segment to its original location and condition prior to commencement of the Work, and Company and Owner shall execute all such documents, including easements and releases, as are deemed necessary by each of the parties to evidence such return to the original location.

4. Within thirty (30) business days of the execution of this Agreement, Owner shall advance 100% of the Project Estimate of **\$2,903,140.15** payable to **ET-S Permian Pipeline Company LLC** and addressed to Energy Transfer Company Attention: Aaron Anderson – ROW Rep, Western Division, 303 Veterans Airpark Ln Suite 5000, Midland Tx, 79705.
5. Within ninety (90) days following the completion of the Work, Company shall make an accounting of final costs and provide Owner an itemized invoice of the same. The final cost may be less than the Project Estimate. Should the final costs be less than the Project Estimate, a refund shall be made to the Owner within sixty (60) days after the final accounting.
6. Owner shall perform all operations and construction activity abutting or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and reasonable written conditions that may be imposed by Company from time to time. No construction activity by Owner shall be performed over, across, or adjacent to the Facilities until the Work of Company has been completed. Company shall perform the Work in a workmanlike and safe manner and in conformance within all applicable industry and governmental standards and reasonable written conditions that may be imposed by Owner from time to time (subject to reimbursement as provided herein for any costs incurred as a result of such conditions).
7. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to Company by Owner, at least seventy-two (72) hours in advance of commencement of any construction activity on or adjacent to the Facilities, except only in cases of emergency when such advance notice shall not be required. Said notice shall be given to Texas One-Call (811). In the event either party commences any litigation to enforce any provisions of this Agreement or of the easements of Company relating thereto, the prevailing party will be entitled to recover from the other party the cost of reasonable attorneys' fees, interest and the attendant expenses.
8. TO THE EXTENT ALLOWED BY THE TEXAS CONSTITUTION AND STATUTES, OWNER SHALL INDEMNIFY, SAVE, HOLD HARMLESS, AND AT COMPANY'S OPTION, DEFEND COMPANY AND ITS AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, COST (INCLUDING REASONABLE ATTORNEY AND EXPERT WITNESS FEES AND COURT COSTS), EXPENSES, LOSSES, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY), FINES, CIVIL PENALTIES, ENVIRONMENTAL DAMAGE CLAIMS AND ADMINISTRATIVE PROCEEDINGS ("DAMAGES") FOR INJURY OR DEATH TO PERSONS OR DAMAGE OR LOSS TO PROPERTY OR OTHER DIRECT BUSINESS LOSSES INCLUDING THOSE MADE OR INCURRED BY COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, ARISING FROM OR IN CONNECTION WITH OWNER'S ACTIONS OR OMISSIONS ON THE PROPERTY, RELATED TO THE EXISTENCE, CONSTRUCTION AND/OR USE OF THE PROJECT.
9. LIMITATIONS. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF OWNER TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON OWNER'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO

ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON OWNER EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS

10. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if valid, illegal, or unenforceable provision had never been contained in this Agreement.
11. It is expressly understood by the parties hereto that Company is not abandoning any right, title or interest it may have in the above described land except as modified in writing by the parties.
12. Company shall maintain and preserve, and shall cause contractors and subcontractors of the Work to maintain and preserve, complete and accurate documentation and data pertaining to performance of the Work sufficient for Owner to determine Company's compliance with all terms and conditions of the Agreement. Such documentation and data shall include, without limitation, (1) change orders incurred by Company or other contractors and subcontractors performing the Work, (2) written and electronic records, (3) books of account, (4) correspondence, (5) plans, (6) instructions, (7) permits and licenses, (8) drawings, (9) payroll records, (10) memoranda, (11) receipts, (12) vouchers, (13) data stored in computer libraries, (14) documentation of transactions subject to export controls, and (15) documentation of related systems and controls. All documentation and data necessary for Owner's accurate audit and verification of Costs shall be prepared in accordance with Generally Accepted Accounting Principles published by the Financial Accounting Standards Board. This documentation and data will be maintained and preserved for a period of five (5) years after termination of the Work or Acceptance. Company corporate policy calls for automatically deleting email correspondence at a minimum of ninety (90) days and maximum of three hundred sixty-five (365) days after it enters the Company email system. To the extent that such email correspondence relates to the terms, conditions and compliance with this Agreement, such email correspondence over ninety (90) or three hundred sixty-five (365) days old will not be available for examination.
 - a. At all reasonable times during performance of the Work and for five (5) years after termination of the Work or Acceptance, Company shall permit and cause its other contractors and subcontractors to permit personnel and other representatives of Owner to have access to their respective offices and other locations to examine, reproduce, and retain copies of the documentation and data and to interview the personnel of Company and its contractors and subcontractors in connection with such documentation and data as necessary for Owner to verify and monitor the following:
 - i. Completeness and accuracy of reimbursable costs;
 - ii. Existence and effectiveness of Company's business standards; and
 - iii. Compliance with all other terms of the Agreement.
13. Company shall permit Owner's personnel and other representatives to have sufficient audit access to satisfy Owner that the Work to be compensated pursuant to Exhibit "A" is invoiced or otherwise valued properly. In addition, Owner will have access to the documentation and data necessary to ensure that materials and services are provided in accordance with Exhibit "A". Owner will not be liable for costs incurred by Company or any other contractor or any other subcontractor resulting from such audit, unless such costs are otherwise reimbursable under Exhibit "A". If errors or deficiencies are identified by an audit or otherwise, Company shall make appropriate invoice adjustments or promptly refund any overpayment.

14. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Company and Owner, but such limitation does not include any other agreements with respect to the Facilities, such as rights-of way and easements.
15. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed and enforced in accordance with the Laws of the State of Texas (without regard to any conflicts-of-law rule or principle that would require the application of same to the Laws of another jurisdiction). All actions, suits, or legal proceedings arising out of or related to the Agreement shall be brought only in the State District Courts of Midland County, Texas and the Parties consent to the exclusive jurisdiction of such courts.
16. This Agreement shall not be assigned in whole or in part by Company or Owner without the written consent of the other party, except that Company or Owner may upon written notice to the other party assign its interest hereunder to any corporation or other business entity which is a subsidiary of or affiliated with the assignor. Notwithstanding the foregoing, Company will remain fully liable for the performance of its obligations under this Agreement despite Company's assignment of the Agreement. Any assignment not in compliance with this article shall be void and of no force or effect.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies (such as .pdf files delivered by electronic mail) of signatures will constitute original signatures for all purposes of this Agreement and any enforcement hereof.
18. The Parties agree that from and after the date hereof, each of them shall, and shall cause their respective Affiliates to, execute and deliver such further instruments and take such other action as may reasonably be requested by any Party hereto to carry out the purposes and intents hereof. Without limiting the foregoing, in the event Company determines that an amendment to its existing easements, or new easement(s), are necessary in connection with its Facilities and the foregoing Work, Owner shall execute such recordable documents to reflect Company's rights with respect to the relocated pipeline.

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IN WITNESS WHEREOF, this Agreement is executed as of the date first set forth above.

COMPANY:

ET-S Permian Pipeline Company LLC

By: _____

Name: Kevin Taliaferro

Title: Sr. Director – Land and Right of Way

OWNER:

Midland Independent School District

By: Joshua Guinn

Name: Joshua Guinn

Title: Board President

Exhibit A

ENERGY TRANSFER EASEMENT
MISD - MIDLAND HIGH SCHOOL

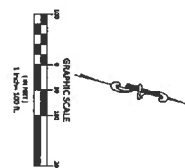


EXHIBIT A - PROJECT WORK