

**PAYMENTS RECEIVED FROM BHEF**

<b>DATE RECEIVED</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
6/16/2010 \$	13,118.00	Payment of Donations/Grants awarded FY 10
6/22/2011 \$	39,137.32	Payment of Donations/Grants awarded FY 11
2/22/2012 \$	17,495.74	Payment of Donations/Grants awarded FY 12
6/21/2012 \$	5,055.72	Payment of Donations/Grants awarded FY 12
6/21/2012 \$	67.70	Payment for postage expense FY 12
6/14/2013 \$	71.59	Payment for postage expense FY 13
6/14/2013 \$	68,008.09	Payment of Donations/Grants awarded FY 13
6/18/2014 \$	51.79	Payment for postage expense FY 14
6/18/2014 \$	88,292.51	Payment of FY 14 Donations/Grants awarded
5/5/2015 \$	187,280.20	Payment of Donations/Grants awarded FY 14 & FY 15
6/16/2015 \$	53.64	Payment for postage expense FY 15
6/29/2016 \$	100,000.00	Payment of FY 16 Donations/Grants awarded
6/28/2017 \$	100,000.00	Payment of FY 17 Donations/Grants awarded
6/28/2017 \$	56,819.97	Reimbursement for FY 17 BHEF invoice payments

**PAYMENTS RECEIVED FROM BHEF**

<b>DATE RECEIVED</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
6/28/2018	100,000.00	Payment of FY 18 Donations/Grants awarded
6/28/2018	58,792.11	Reimbursement for FY 18 BHEF invoice payments
6/27/2019	239,561.31	Payment of FY 19 Donations/Grants awarded
6/27/2019	82,257.62	Reimbursement for FY 19 BHEF invoice payments
7/7/2020	290,137.75	Payment of FY 20 Donations/Grants awarded
7/7/2020	142,717.11	Reimbursement for FY 20 BHEF invoice payments
9/29/2020	291,928.00	Payment of FY 20 Pre-K Endowment Grant
6/23/2021	268,654.60	Payment of FY 21 Donations/Grants awarded
6/23/2021	214,409.40	Reimbursement for FY 21 BHEF invoice payments
8/16/2021	516,314.00	Payment of FY 21 Pre-K Endowment Grant
6/16/2022	222,572.78	Payment of FY 22 Donations/Grants awarded
6/16/2022	119,195.84	Payment of FY 22 Donations/Grants awarded
6/16/2022	179,500.32	Reimbursement for FY 22 BHEF invoice payments
9/8/2022	24,745.28	Donation for FY 23 convocation meal
9/15/2022	431,207.00	Payment of FY 22 Pre-K Endowment Grant
6/29/2023	289,112.66	Payment of FY 23 Donations/Grants awarded
6/29/2023	114,861.30	Payment of FY 23 Donations/Grants awarded
9/12/2023	448,647.00	Payment of FY 23 Pre-K Endowment Grant
6/18/2024	116,364.06	Payment of FY 24 Donations/Grants awarded
6/18/2024	291,176.20	Payment of FY 24 Donations/Grants awarded
6/18/2024	143.06	Payment for postage expense FY 24
9/11/2024	453,566.00	Payment of FY 24 Pre-K Endowment Grant
7/7/2025	118,517.08	Payment of FY 25 Donations/Grants awarded
7/7/2025	110.99	Payment for postage expense FY 25
7/7/2025	287,100.50	Payment of FY 25 Donations/Grants awarded
10/28/2025	552,967.00	Payment of FY 25 Pre-K Endowment Grant
	<b>5,854,558.97</b>	<b>TOTAL</b>

**TRANSFERS FROM BHISD TO BHEF**

<b>DATE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
6/30/2018	\$ 8,875,774	Grant Resolution to BHEF 11.13.17
2/28/2019	\$ 10,207,835	Grant Resolution to BHEF 1.21.19
2/28/2020	\$ 14,789,530	Grant Resolution to BHEF 2.24.20
2/5/2021	\$ 15,767,144	Grant Resolution to BHEF 1.18.21
2/22/2021	\$ 596,100	Grant Resolution to BHEF 1.18.21
6/29/2021	\$ 10,000,000	Grant Resolution to BHEF 6.28.21
3/1/2022	\$ 13,630,427	Grant Resolution to BHEF 2.28.22
2/8/2023	\$ 10,045,744	Grant Resolution to BHEF 1.23.23
6/30/2025	\$ 8,000,000	Grant Resolution to BHEF 6.23.25
	\$ 91,912,554	

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
bp061610	Misc. Receipts-G/O MM	2009-2010	06/16/2010	Batch Entry	History

BANK	LINE	NAME/PROJ	DESCRIPTION/REFERENCE	ADDT'L DSC/PAY TYPE	ACCOUNT/QUICK KEY	RECEIPT#	ENTRY DT	DEBIT AMOUNT	CREDIT AMOUNT	
11000	1		BHISD Ed. Foundation reimbursement	OTHER TYPE	199 R 00 5744 37 000 0 00 0 01		06/16/10	0.00	13,118.00	
11000	2		BH payroll	OTHER TYPE	199 A 00 1246 00 000 0 00 0 00		06/16/10	0.00	289.19	
11000	3		BH payroll	OTHER TYPE	199 E 33 6219 02 999 0 00 0 09		06/16/10	0.00	1,560.00	
11000	4		BH payroll	OTHER TYPE	199 E 34 6311 00 999 0 00 0 03		06/16/10	0.00	27.10	
11000	5		BH payroll	OTHER TYPE	199 E 41 6219 24 750 0 00 0 09		06/16/10	0.00	25.10	
11000	6		Crown Plaza refund	OTHER TYPE	199 E 36 6411 17 001 0 91 0 01		06/16/10	0.00	118.81	
11000	7		Houhton Miffin refund	OTHER TYPE	199 E 31 6339 00 301 0 00 0 66		06/16/10	0.00	12.36	
11000	8		Misc.	OTHER TYPE	199 E 11 6399 28 001 0 11 0 04		06/16/10	0.00	2.59	
11000	9		Auction	OTHER TYPE	199 R 00 5749 00 000 0 00 0 01		06/16/10	0.00	1,138.00	
								OTHER TYPE TOTAL	0.00	16,291.15
9 LINE ENTRIES FOR BATCH NUMBER bp061610								TOTALS FOR BATCH	0.00	16,291.15
								BATCH TOTAL DIFFERENCE	0.00	-16,291.15
								OTHER TYPE GRAND TOTAL	0.00	16,291.15
9 LINE ENTRIES FOR 1 BATCH								GRAND TOTALS	0.00	16,291.15
								GRAND TOTAL DIFFERENCE	0.00	-16,291.15

\*\*\*\*\* End of report \*\*\*\*\*

BATCH    DESCRIPTION  
bp062211    BH Education Foundation & Linde Gas - G/O MM    2010-2011    06/22/2011    Batch Entry    History

<u>BANK</u>	<u>LINE</u>	<u>NAME/PROJ</u>	<u>DESCRIPTION/REFERENCE</u>	<u>ADDT'L DSC/PAY TYPE</u>	<u>ACCOUNT/QUICK KEY</u>	<u>RECEIPT#</u>	<u>ENTRY DT</u>	<u>DEBIT AMOUNT</u>	<u>CREDIT AMOUNT</u>	
11000	1		BHISD Education Foundation	OTHER TYPE	199 R 00 5744 37 000 0 00 0 01		06/22/11	0.00	39,137.32	
11000	2		Linde Gas	OTHER TYPE	199 R 00 5749 22 000 0 00 0 01		06/22/11	0.00	22,260.00	
								OTHER TYPE TOTAL	0.00	61,397.32
2 LINE ENTRIES FOR BATCH NUMBER    bp062211								TOTALS FOR BATCH	0.00	61,397.32
								BATCH TOTAL DIFFERENCE	0.00	-61,397.32
								OTHER TYPE GRAND TOTAL	0.00	61,397.32
2 LINE ENTRIES FOR 1 BATCH								GRAND TOTALS	0.00	61,397.32
								GRAND TOTAL DIFFERENCE	0.00	-61,397.32

\*\*\*\*\* End of report \*\*\*\*\*

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
CC022212	Record Misc Deposits	2011-2012	02/22/2012	Batch Entry	History

BANK	LINE	NAME/PROJ	DESCRIPTION/REFERENCE	ADDT'L DSC/PAY TYPE	ACCOUNT/QUICK KEY	RECEIPT#	ENTRY DT	DEBIT AMOUNT	CREDIT AMOUNT	
11000	1		Record BH Foundation deposit	OTHER TYPE	199 R 00 5744 37 000 0 00 0 01		02/22/12	0.00	17,495.74	
20000	2		Record Special Revenue Deposit	OTHER TYPE	410 E 11 6321 00 999 0 00 0 66		02/22/12	0.00	499.99	
								OTHER TYPE TOTAL	0.00	17,995.73
2 LINE ENTRIES FOR BATCH NUMBER CC022212								TOTALS FOR BATCH	0.00	17,995.73
								BATCH TOTAL DIFFERENCE	0.00	-17,995.73
								OTHER TYPE GRAND TOTAL	0.00	17,995.73
2 LINE ENTRIES FOR 1 BATCH								GRAND TOTALS	0.00	17,995.73
								GRAND TOTAL DIFFERENCE	0.00	-17,995.73

\*\*\*\*\* End of report \*\*\*\*\*



BATCH	DESCRIPTION	FISCAL YEAR	BATCH ORIGIN	STATUS
kk0614	Record Cash Receipts	2012-2013	Activate	History

LINE	ACCOUNT/VENDOR/REFERENCE	DESC/RECEIPT/ADDT'L DESC	BANK	QUICK KEY	DATE	DEBIT	CREDIT
1	199 E 13 6399 00 999 0 00 0 13	Record Cash Receipts			06/14/13	0.00	1,380.00
			11000				
2	199 R 00 5748 00 000 0 00 0 01	Record Cash Receipts			06/14/13	0.00	470.00
			11000				
3	199 R 00 5739 00 000 0 00 0 01	Record Cash Receipts			06/14/13	0.00	13,220.00
			11000				
4	199 E 13 6399 00 999 0 00 0 13	Record Cash Receipts			06/14/13	0.00	420.00
			11000				
5	865 L 00 2190 00 020 0 00 0 04	Record Cash Receipts			06/14/13	0.00	30.33
			86000				
6	199 E 51 6258 00 999 0 00 0 03	Record Cash Receipts			06/14/13	0.00	425.00
			11000				
7	199 A 00 1246 00 000 0 00 0 00	Record Cash Receipts			06/14/13	0.00	37.67
			11000				
8	199 E 33 6219 03 999 0 00 0 66	Record Cash Receipts			06/14/13	0.00	1,565.00
			11000				
9	199 R 00 5739 52 000 0 00 0 01	Record Cash Receipts;			06/14/13	0.00	3,400.00
			11000				
10	865 L 00 2190 00 014 0 00 0 02	Wave Pool Refund			06/14/13	0.00	24.00
			86000				
11	199 R 00 5711 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	14,675.36
			11000				
12	199 R 00 5712 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	1,024.56
			11000				
13	199 R 00 5718 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	2,189.60
			11000				
14	199 L 00 2211 00 000 0 00 0 00	Tax Receipts			06/14/13	0.00	252.21
			11000				
15	199 E 41 6219 03 750 0 00 0 01	Tax Receipts			06/14/13	0.00	3.79
			11000				
16	199 L 00 2212 00 000 0 00 0 00	Tax Receipts			06/14/13	0.00	1.22
			11000				
17	599 R 00 5711 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	3,735.31
			51000				
18	599 R 00 5712 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	259.10
			51000				

BATCH	DESCRIPTION	FISCAL YEAR	BATCH ORIGIN	STATUS
kk0614	Record Cash Receipts	2012-2013	Activate	History

LINE	ACCOUNT/VENDOR/REFERENCE	DESC/RECEIPT/ADDT'L DESC	BANK	QUICK KEY	DATE	DEBIT	CREDIT
	. . . CONTINUED						
19	599 R 00 5718 00 000 0 00 0 01	Tax Receipts			06/14/13	0.00	555.76
			51000				
20	199 E 41 6411 23 750 0 00 0 66	Burgess			06/14/13	0.00	14.76
			11000				
21	199 E 31 6411 00 001 0 00 0 04	Lippe			06/14/13	0.00	13.43
			11000				
22	865 L 00 2190 00 014 0 00 0 07	Cash Reciepts			06/14/13	0.00	2,096.24
			86000				
23	199 L 00 2210 00 000 0 00 0 00	Pipes			06/14/13	0.00	161.68
			12000				
24	199 R 00 5744 37 000 0 00 0 01	BHISD Education Foundation			06/14/13	0.00	68,008.09
			11000				
25	199 A 00 1273 00 000 0 00 0 00	BHISD Education Foundation			06/14/13	0.00	71.59
			11000				
26	199 E 41 6218 00 750 0 00 0 01	HP			06/14/13	0.00	1,725.00
			11000				
					TOTALS	0.00	115,759.70

\*\*\*\*\* End of report \*\*\*\*\*

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
kk061814	Record Cash Receipts-G/O MM	2013-2014	06/18/2014	Batch Entry	History

BANK	LINE	NAME/PROJ	DESCRIPTION/REFERENCE	ADDT'L DSC/PAY TYPE	ACCOUNT/QUICK KEY	RECEIPT#	ENTRY DT	DEBIT AMOUNT	CREDIT AMOUNT	
11000	1		Reimburse for 13/14 grants	CHECK	199 A 00 1273 00 000 0 00 0 00		06/18/14	0.00	76,830.81	
11000	2		Reimburse for 13/14 Expenses	CHECK	199 A 00 1273 00 000 0 00 0 00		06/18/14	0.00	51.79	
11000	3		Reimburse for 13/14 Expenses	CHECK	199 E 41 6129 00 750 0 99 0 01		06/18/14	0.00	11,461.70	
								CHECK TOTAL	0.00	88,344.30
3 LINE ENTRIES FOR BATCH NUMBER kk061814								TOTALS FOR BATCH	0.00	88,344.30
								BATCH TOTAL DIFFERENCE	0.00	-88,344.30
								CHECK GRAND TOTAL	0.00	88,344.30
3 LINE ENTRIES FOR 1 BATCH								GRAND TOTALS	0.00	88,344.30
								GRAND TOTAL DIFFERENCE	0.00	-88,344.30

\*\*\*\*\* End of report \*\*\*\*\*

## Cash Receipts

2014-2015

BARBERS HILL ISD

Deposit: 201505059 - kgk05051	Group: Default - Conversion Created Default
Post Date: 05/05/2015      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00043787	BH Ed Foundation-2	Cash	05/05/2015	87,280.20
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1273 00 000 0 00 0 00		DUE FROM BH EDUCATION FOUNDATI		87,280.20
<b>Total for Deposit 201505059:</b>				<b>\$87,280.20</b>
<b>Grand Total:</b>				<b>\$87,280.20</b>

Totals by Payment	Count	Amount
Cash	1	\$87,280.20
	1	\$87,280.20

## Cash Receipts

2014-2015

BARBERS HILL ISD

Deposit: 201505059 - kgk05051	Group: Default - Conversion Created Default
Post Date: 05/05/2015      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00043786	BH Ed Foundation-1	Cash	05/05/2015	100,000.00

Account	Account Description	Amount
199 R 00 5744 37 000 0 00 0 01	DONATIONS/BHISD EDUCATION FOUNDATION	100,000.00

**Total for Deposit 201505059:      \$100,000.00**

**Grand Total:      \$100,000.00**

Totals by Payment	Count	Amount
Cash	1	\$100,000.00
	1	\$100,000.00

## Cash Receipts

2014-2015

BARBERS HILL ISD

Deposit: 201506162 - kgk0616	Group: Default - Conversion Created Default
Post Date: 06/16/2015      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00044204	Postage-3	Cash	06/16/2015	32.56
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1273 00 000 0 00 0 00		DUE FROM BH EDUCATION FOUNDATI		32.56
<b>Total for Deposit 201506162:</b>				<b>\$32.56</b>
<b>Grand Total:</b>				<b>\$32.56</b>

Totals by Payment	Count	Amount
Cash	1	\$32.56
	1	\$32.56

## Cash Receipts

2014-2015

BARBERS HILL ISD

Deposit: 201506162 - kgk0616	Group: Default - Conversion Created Default
Post Date: 06/16/2015      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00044202	Postage Expense-1	Cash	06/16/2015	21.08

Account	Account Description	Amount
199 A 00 1273 00 000 0 00 0 00	DUE FROM BH EDUCATION FOUNDATI	21.08

**Total for Deposit 201506162:      \$21.08**

**Grand Total:      \$21.08**

Totals by Payment	Count	Amount
Cash	1	\$21.08
	1	\$21.08

## Cash Receipts

2015-2016

BARBERS HILL ISD

Deposit: 20160629 - kk062916	Group: Default - Conversion Created Default
Post Date: 06/29/2016      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00047308	BHEF Disbursement & Expense Reimbursement-1	Cash	06/29/2016	100,000.00
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 R 00 5744 37 000 0 00 0 01	DONATIONS/BHISD EDUCATION FOUNDATION			100,000.00
<b>Total for Deposit 20160629:</b>				<b>\$100,000.00</b>
<b>Grand Total:</b>				<b>\$100,000.00</b>

Totals by Payment	Count	Amount
Cash	1	\$100,000.00
	<b>1</b>	<b>\$100,000.00</b>

## Cash Receipts

2016-2017

BARBERS HILL ISD

Deposit: 201706284 - kk062817	Group: Default - Conversion Created Default
Post Date: 06/28/2017      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00050695	BH Ed Foundation-1	Cash	06/28/2017	100,000.00
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 R 00 5744 37 000 0 00 0 01		DONATIONS/BHISD EDUCATION FOUNDATION		100,000.00
<b>Total for Deposit 201706284:</b>				<b>\$100,000.00</b>
<b>Grand Total:</b>				<b>\$100,000.00</b>

Totals by Payment	Count	Amount
Cash	1	\$100,000.00
	1	\$100,000.00

## Cash Receipts

2016-2017

BARBERS HILL ISD

Deposit: 201706284 - kk062817	Group: Default - Conversion Created Default
Post Date: 06/28/2017      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00050596	BH Ed Foundation-2	Cash	06/28/2017	56,819.97
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1269 00 000 0 00 0 00		DUE FROM BHISD FOUNDATION		56,819.97
<b>Total for Deposit 201706284:</b>				<b>\$56,819.97</b>
<b>Grand Total:</b>				<b>\$56,819.97</b>

Totals by Payment	Count	Amount
Cash	1	\$56,819.97
	1	\$56,819.97

## AGREEMENT

This Agreement is entered into between the Barbers Hill Independent School District (“District”) and the Barbers Hill Independent School District Education Foundation (“Foundation”), a Texas non-profit corporation, exempt from taxation pursuant to the Internal Revenue Code §501(c)(3). This Agreement represents the terms and conditions between the District and the Foundation regarding the use of District personnel, office space, supplies and professional services by the Foundation.

I. The District agrees to perform the following services as and when requested by the Foundation:

- A. Provide District personnel to perform clerical work;
- B. Provide the Foundation with office space;
- C. Provide the Foundation with the office supplies; and
- D. Provide the Foundation with professional services; including, without limitation, legal and accounting services.

II. The Foundation agrees to reimburse the District for all costs associated with the use of the District’s personnel, office space, supplies and professional services. The District will provide appropriate documentation of these costs, and the Foundation agrees to reimburse the District for these costs in a timely manner as decided by the District’s Board of Trustees or designee.

III. The District or the Foundation may terminate this agreement with thirty (30) days written notice to the other party.

IV. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the District and the Foundation or as creating the relationship of principal and agent.

V. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understandings between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.

VI. This Agreement shall be governed, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Chambers County, Texas.

VII. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the District may be entitled under any law.

VIII. This Agreement provides the Foundation only with the right to use office space provided by the District. Nothing herein is intended to grant to the Foundation the exclusive right to occupy or use the office space, nor to grant to the Foundation a leasehold or tenancy interest in the office space.

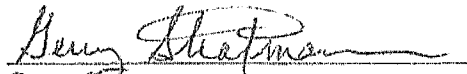
IX. This Agreement shall not be assignable by the Foundation in whole or in part without the prior written consent of the District.

X. No waiver by the District of any default or breach by the Foundation of its obligations under this Agreement shall be construed to be a waiver or release of any subsequent default or breach by the Foundation under this Agreement. No failure or delay by the District in the exercise of any remedy provided for in this Agreement shall be

construed as a forfeiture or waiver thereof or of any other right or remedy available to the District.

XI. Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

Barbers Hill Independent School  
Education Foundation



Gerry Stratmann  
Secretary

6-8-2010  
Date

Barbers Hill Independent School  
District



Greg Poole  
Superintendent

6-8-2010  
Date

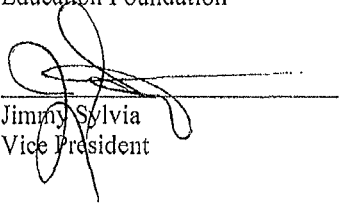
AMENDED AGREEMENT

This Agreement is entered into between the Barbers Hill Independent School District ("District") and the Barbers Hill Independent School District Education Foundation ("Foundation"), a Texas non-profit corporation, exemption from taxation pursuant to the Internal Revenue Code §501(c)(3). This Agreement represents the terms and conditions between the District and the Foundation regarding the use of District personnel, office space, supplies and professional services by the Foundation.

- I. The District agrees to perform the following services as and when requested by the Foundation:
  - A. Provide District personnel to perform clerical work;
  - B. Provide the Foundation with office space;
  - C. Provide the Foundation with the office supplies; and
  - D. Provide the Foundation with professional services; including, without limitation, legal and accounting services.
- II. The Foundation agrees to reimburse the district for all costs associated with the use of the District's personnel, office space, supplies and professional services. The District will provide appropriate documentation of these costs, and the Foundation agrees to reimburse the District for these costs in a timely manner as decided by the District's Board of Trustees or designee.
- III. The District of the Foundation may terminate this agreement with thirty (30) days written notice to the other party.
- IV. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the District and the Foundation or as creating the relationship of principal and agent.
- V. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understandings between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.

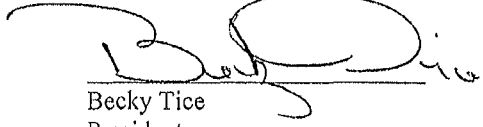
- VI. This Agreement shall be governed, interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Chambers County, Texas.
- VII. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the District may be entitled under any law.
- VIII. This Agreement provides the Foundation only with the right to use office space provided by the District. Nothing herein is intended to grant to the Foundation the exclusive right to occupy or use the office space, nor to grant to the Foundation a leasehold or tenancy interest in the office space.
- IX. This Agreement shall not be assignable by the Foundation in whole or in part without the prior written consent of the District.
- X. No waiver by the District of any default or breach by the Foundation of its obligations under this Agreement shall be construed to be a waiver or release of any subsequent default or breach by the Foundation under this Agreement. No failure or delay by the District in the exercise of any remedy provided for in this Agreement shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to the District.
- XI. Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

Barbers Hill Independent School  
Education Foundation

  
Jimmy Sylvia  
Vice President

2-19-13  
Date

Barbers Hill Independent School  
District Board of Trustees

  
Becky Tice  
President

2/18/13  
Date

**TRANSFERS FROM BHISD TO BHEF**

<b>DATE</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2/25/2014	\$ 420,000	Grant Resolution to BHEF 1.23.2012
1/30/2015	\$ 383,423	Grant Resolution to BHEF 12.15.14
2/4/2015	\$ 383,423	Grant Resolution to BHEF 12.15.14
3/4/2015	\$ 419,300	Grant Resolution to BHEF 12.15.14
4/2/2015	\$ 1,346,355	Grant Resolution to BHEF 12.15.14
1/29/2016	\$ 2,271,962	Grant Resolutions to BHEF 12.14.15 & 1.9.16



**RESOLUTION DIRECTING ALTERNATIVE PAYEE OF SUPPLEMENTAL  
PAYMENTS**

*STATE OF TEXAS*                   §

*COUNTY OF CHAMBERS*       §

*WHEREAS*, on September 1, 2009, the Superintendent of Schools of the Barbers Hill Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant an Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

*WHEREAS*, on September 30, 2009, the Superintendent of Schools of the Barbers Hill Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant the Supplemented Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

*WHEREAS*, on November 4, 2009, the Superintendent of Schools of the Barbers Hill Independent School District, acting as agent of the Board of Trustees of the District (the "Board of Trustees"), received from the Applicant a second Supplemented Application for Appraised Value Limitation on Qualified Property, pursuant to Chapter 313 of the Texas Tax Code; and,

*WHEREAS*, the Application was delivered to the Texas Comptroller's Office for review pursuant to Texas Tax Code § 313.025(d); and,

*WHEREAS*, the Application was reviewed by the Texas Comptroller's Office pursuant to Texas Tax Code § 313.025(d), and on December 4, 2009 the Comptroller's Office, via letter, recommended that the Application be approved; and,

*WHEREAS*, Applicant previously agreed to endow the Barbers Hill Independent School District Education Foundation, a non-profit 501(c)(3) corporation, to preserve and enrich quality education for the District; and,

*WHEREAS*, on December 14, 2009, the Board of Trustees approved the form of this Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes, and authorized the Board President and Secretary to execute and deliver such Agreement to the Applicant; and,

*WHEREAS*, the aforesaid Agreement contained a Section 4.2 which provided as follows:

**Section 4.2. SUPPLEMENTAL PAYMENTS TO THE DISTRICT**

For each year of this Agreement one (Tax Year 2010) through ten (Tax Year 2019), the District shall be entitled to receive as Supplemental Payments a lump sum payment of

\$419,300.00, which is based upon the following formula: One Hundred Dollars (\$100.00) times 4193, being the number of students in Average Daily Attendance (ADA) for the projection for the base school year of 2009-10, as determined in the study conducted by Magellan Consulting in September 2009. Payments under this Section shall be due and payable in accordance with the amounts and upon the dates set forth on the following schedule:

<b>Tax Year</b>	<b>Payment Due Date</b>	<b>Amount</b>
2010	January 31, 2011	\$419,300.00
2111	January 31, 2012	\$419,300.00
2012	January, 31 2013	\$419,300.00
2013	January 31, 2014	\$419,300.00
2014	January 31, 2015	\$419,300.00
2015	January 31, 2016	\$419,300.00
2016	January 31, 2017	\$419,300.00
2017	January 31, 2018	\$419,300.00
2018	January 31, 2019	\$419,300.00
2019	January 31, 2020	\$419,300.00

; and,

*WHEREAS*, the Board of Trustees, after due consideration, at a duly called public meeting held on January 23, 2012, determined that it was in the best interest of the District that the payments originally directed to be paid by the provisions of the foregoing Section 4.2 to the Barbers Hill Independent School District be paid instead to the Barbers Hill Independent School District Education Foundation; and,

*WHEREAS*, the Board of Trustees determined that this directive continue until further action by the Board at a public meeting:

***NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT:***

**SECTION 1.** That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Board is authorized by the provisions of the Texas Education Code and the Texas Tax Code to make this directive.

SECTION 3. That Enterprise Products Operating, LLC, the Applicant under the Agreement approved on December 14, 2009, is hereby directed to make annual payments, beginning with the payment due on or before January 31, 2012, in the amount of \$419,300.00 to the Barbers Hill Independent School District Education Foundation in lieu of making such payments in like amount to the Barbers Hill Independent School District.

SECTION 4. That such payments to the Barbers Hill Independent School District Education Foundation, as are directed to be paid under Section 3, above, of this Resolution, will discharge to the same extent as such payments that would have been made to the District, Applicant's obligations under Section 4.2 of the Agreement approved on December 14, 2009.

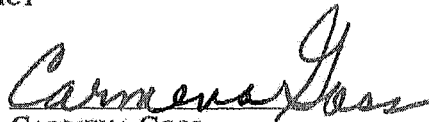
SECTION 5. This Resolution will continue in full force in effect until such time as it is altered by Board action at a duly called and notice meeting of the Barbers Hill Independent School District Board of Trustees.

SECTION 6. The Superintendent is directed to provide written notice of this Resolution to Enterprise Products Operating LLC in accordance with the provisions of Section 8.1 of the Agreement dated December 14, 2009.

PASSED, APPROVED AND ADOPTED this the 23 day of January, 2012.

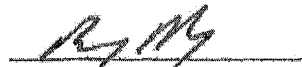
BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT

By:



CARMENA GOSS  
President  
Board of Trustees

ATTEST:

  
BENNY MAY  
Secretary  
Board of Trustees

**RESOLUTION DIRECTING ENDORSEMENT OF SUPPLEMENTAL PAYMENTS**

*STATE OF TEXAS* §

*COUNTY OF CHAMBERS* §

**WHEREAS**, on December 14, 2009, the Board of Trustees approved an Agreement for a Limitation on Appraised Value of Property for School District Maintenance and Operations Taxes with Enterprise Products Operating, LLC; and,

**WHEREAS**, the December 14, 2009 Agreement directed Enterprise Products Operating, LLC to make annual payments, beginning with the payment due on or before January 31, 2012, in the amount of \$419,300.00, to the Barbers Hill Independent School District; and,

**WHEREAS**, the Board of Trustees, after due consideration, at a duly called public meeting held on January 23, 2012, determined that it was in the best interest of the District that the payments originally directed to be paid to the Barbers Hill Independent School District be paid instead to the Barbers Hill Independent School District Education Foundation; and,

**WHEREAS**, the Board of Trustees determined that such payments to the Barbers Hill Independent School District Education Foundation, as were directed to be paid, would discharge to the same extent as such payments that would have been made to the District, Applicant's obligations under the Agreement approved on December 14, 2009; and,

**WHEREAS**, the Board of Trustees determined to continue such transfer authorization in full force in effect until such time as it is altered by Board action at a duly called and notice meeting of the Barbers Hill Independent School District Board of Trustee; and,

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT:**

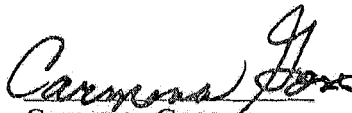
**SECTION 1.** That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

**SECTION 2.** That the Board is authorized by the provisions of the Texas Education Code and the Texas Tax Code to make this directive.

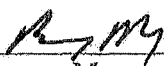
**SECTION 3.** The Superintendent, or the District Business Office operating under his specific direction and authority, is authorized and directed to endorse all payments received by the Barbers Hill Independent School District from Enterprise Products Operating LLC under the provisions of the Agreement dated December 14, 2009 as payable to the Barbers Hill Independent School District Education Foundation.

PASSED, APPROVED AND ADOPTED this the 23<sup>rd</sup> day of April, 2012.

**BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT**

By:   
CARMENA GOSS  
President  
Board of Trustees

ATTEST:

  
BENNY MAY  
Secretary  
Board of Trustees

## **GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is entered into as of January 28, 2013 between Barbers Hill Independent School District (“**Grantor**”), and the Barbers Hill Independent School District Education Foundation (the “**Foundation**”) a nonprofit corporation duly formed and operating under the laws of the State of Texas.

### **Section 1 Recitals**

- 1.1 The Barbers Hill Independent School District Education Foundation is a duly incorporated, tax exempt organization operating under the laws of the State of Texas that is organized exclusively for educational purposes, with authority to “receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas.”
- 1.2 Barbers Hill Independent School District anticipates the receipt of funds in the amount of \$419,300.00 which funds are not currently needed for public school purposes and which it seeks to grant to the Barbers Hill Independent School District Education Foundation to meet the future educational needs of the Barbers Hill Independent School District.

Accordingly, the parties agree as follows:

### **Section 2 Agreement**

- 2.1 Grantor commits to make a contribution of \$419,300.00 to the Foundation (the “**Grant**”) for the sole purpose of supporting public education programs in Barbers Hill Independent School District.
- 2.2 All Grant funds must be invested, maintained and expended solely for the support, maintenance and benefit of public educational programs in the Barbers Hill Independent School District, Mont Belvieu, Texas, including third party programs that supplement or support existing programs operated by or on behalf of the Barbers Hill Independent School District.
- 2.3 The Foundation is a nonprofit corporation duly formed, validly organized and in good standing under the laws of the State of Texas. The Foundation will take all required measures to maintain such nonprofit status and good corporate standing during the term of this Agreement.
- 2.4 No officer or director of the Foundation will receive any compensation, remuneration or other tangible or direct benefit for serving as an officer or director of the Foundation during the term of this Agreement.
- 2.5 The Foundation agrees that, to the extent that there are remaining Grant funds not previously used for school purposes, upon receipt of notice from the Superintendent

needed for educational purposes, the Foundation agrees to release the Grant funds or remaining Grant funds and interest on those funds immediately to the Barbers Hill Independent School District. The Foundation will calculate interest on the Grant funds based on the Certificate of Deposit Index (CODI), which is the 12 month average of the monthly average yields on the nationally published 3-Month Certificate of Deposits rates.

### **Section 3 General Provisions**

- 3.1 Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 3.2 This Agreement shall be construed in accordance with the laws of the State of Texas and is entirely performable in Chambers County, Texas.
- 3.3 The parties participated jointly in the negotiation and drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Recitals are part of this Agreement and shall be considered in its interpretation.
- 3.4 No course of dealing between the parties, no failure to exercise and no delay in exercising, any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of that or any other right. No waiver shall be effective unless made in writing and signed by all of the parties. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- 3.5 If changed conditions are encountered during the term of this Agreement, this Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.
- 3.6 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the transactions contemplated under this Agreement.
- 3.7 Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party shall be in writing and may either be a) delivered by hand to the party or, the party's designated agent; b) deposited in the United States mail, postage paid; c) transmitted by telecopy; or d) delivered by electronic mail transmission, to the addresses that follow, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner herein above described shall be deemed received two (2) business days after such deposit.

address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above:

To: Dr. Greg Poole  
Barbers Hill Independent School District  
9600 Eagle Drive  
Mont Belvieu, TX 77580  
Fax: 281-576-5879

To: Becky Tice  
Barbers Hill Independent School District Education Foundation  
9600 Eagle Drive  
Mont Belvieu, TX 77580  
Fax: 281-576-5879

- 3.8 This Agreement shall be the entire Agreement between the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.
- 3.9 No assignment of any right or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other party.

This Agreement is effective January 28, 2013 and has been approved and ratified by the Board of Trustees of the Barbers Hill Independent School District at a duly called public meeting, held in accordance with the Texas Open Meetings Act. This Agreement has been approved and ratified by a majority vote of the Board of Directors of the Barbers Hill Independent School District Education Foundation in accordance with that organization's Bylaws.

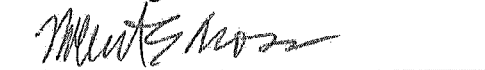
Barbers Hill Independent School District  
Education Foundation

By:

  
\_\_\_\_\_  
President, Board of Directors

Date: 1/17, 2013

Acknowledged:

  
\_\_\_\_\_  
Secretary

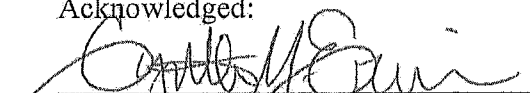
Barbers Hill Independent School District

By:

  
\_\_\_\_\_  
Vice President, Board of Trustees

Date: 1/28/13, 2013

Acknowledged:

  
\_\_\_\_\_  
Secretary

## Cash Receipts

2017-2018

BARBERS HILL ISD

Deposit: 201806284 - kk062818	Group: Default - Conversion Created Default
Post Date: 06/28/2018      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00053786	BH Education Foundation-6	Cash	06/28/2018	100,000.00
Account	Account Description			Amount
199 R 00 5744 37 000 0 00 0 01	DONATIONS/BHISD EDUCATION FOUNDATION			100,000.00
			<b>Total for Deposit 201806284:</b>	<b>\$100,000.00</b>
			<b>Grand Total:</b>	<b>\$100,000.00</b>

Totals by Payment	Count	Amount
Cash	1	\$100,000.00
	<b>1</b>	<b>\$100,000.00</b>

## Cash Receipts

2017-2018

BARBERS HILL ISD

Deposit: 201806284 - kk062818	Group: Default - Conversion Created Default
Post Date: 06/28/2018      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00053787	BH Education Foundation-7	Cash	06/28/2018	58,792.11
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1269 00 000 0 00 0 00		DUE FROM BHISD FOUNDATION		58,792.11
<b>Total for Deposit 201806284:</b>				<b>\$58,792.11</b>
<b>Grand Total:</b>				<b>\$58,792.11</b>

Totals by Payment	Count	Amount
Cash	1	\$58,792.11
	<b>1</b>	<b>\$58,792.11</b>

## Cash Receipts

2018-2019

BARBERS HILL ISD

Deposit: 2019062712 - 18-00797	Group: Default - Conversion Created Default
Post Date: 06/27/2019      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00056902	BHISD EDUCATION FOUNDATION-2	Check	06/26/2019	239,561.31
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 R 00 5744 37 000 0 00 0 01		DONATIONS/BHISD EDUCATION FOUNDATION		239,561.31
<b>Total for Deposit 2019062712:</b>				<b>\$239,561.31</b>
<b>Grand Total:</b>				<b>\$239,561.31</b>

Totals by Payment	Count	Amount
Check	1	\$239,561.31
	<b>1</b>	<b>\$239,561.31</b>

## Cash Receipts

2018-2019

BARBERS HILL ISD

Deposit: 2019062712 - 18-00797	Group: Default - Conversion Created Default
Post Date: 06/27/2019      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
CV00056901	BHISD EDUCATION FOUNDATION-1	Check	06/26/2019	82,257.62
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1269 00 000 0 00 0 00		DUE FROM BHISD FOUNDATION		82,257.62
<b>Total for Deposit 2019062712:</b>				<b>\$82,257.62</b>
<b>Grand Total:</b>				<b>\$82,257.62</b>

Totals by Payment	Count	Amount
Check	1	\$82,257.62
	<b>1</b>	<b>\$82,257.62</b>

## Cash Receipts

2020-2021

BARBERS HILL ISD

Deposit: 202007072 - 20-00005	Group: Default - Conversion Created Default
Post Date: 07/07/2020      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0707	BHISD Education Foundation ck 220 ck date 7/7/20 2019-20 Expenses-1	Cash	07/07/2020	432,854.86

Account	Account Description	Amount
199 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	432,854.86
<b>Total for Deposit 202007072:</b>		<b>\$432,854.86</b>
<b>Grand Total:</b>		<b>\$432,854.86</b>

Totals by Payment	Count	Amount
Cash	1	\$432,854.86
	<b>1</b>	<b>\$432,854.86</b>

## Cash Receipts

2020-2021

BARBERS HILL ISD

Deposit: 202009296 - 20-00242	Group: Default - Conversion Created Default
Post Date: 09/29/2020      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0929CV0002	BHISD Ed. Foundation PreK Grant Reimbursement 9-29-20 ck 222 ck date 9/25/20-1	Cash	09/29/2020	291,928.00

Account	Account Description	Amount
199 A 00 1273 00 000 0 00 0 00	DUE FROM BH EDUCATION FOUNDATI	291,928.00
<b>Total for Deposit 202009296:</b>		<b>\$291,928.00</b>
<b>Grand Total:</b>		<b>\$291,928.00</b>

Totals by Payment	Count	Amount
Cash	1	\$291,928.00
	<b>1</b>	<b>\$291,928.00</b>

## Journal Entries

BARBERS HILL ISD

**Journal Entry:** To Correct Recording of BH Education Foundation Reimbursement to District for 2020-2021 - 20-00513

**Status:** H - History

**Post Date:** 06/23/2021

**Creator:** SKYWARDCONVERSION

**Group:** Finance - Finance

**Most Recent Approver:** KUNK, KIMBERLY G

Account	Quick Key	Short Description	Debit	Credit
199 A 00 1171 00 000 0 00 0 00		To Correct Recording of BH Education Foundation Reimbursement to District	74.00	
199 A 00 1171 41 000 0 00 0 00		To Correct Recording of BH Education Foundation Reimbursement to District	482,990.00	
199 R 00 5744 37 000 0 00 0 01		To Correct Recording of BH Education Foundation Reimbursement to District		268,680.73
199 A 00 1269 00 000 0 00 0 00		To Correct Recording of BH Education Foundation Reimbursement to District		214,383.27
			<b>483,064.00</b>	<b>483,064.00</b>

**Fund Totals**

Fund	Debit	Credit
<b>199 - GENERAL FUND</b>	<b>483,064.00</b>	<b>483,064.00</b>
<b>Grand Total:</b>	<b>483,064.00</b>	<b>483,064.00</b>

## Cash Receipts

2021-2022

BARBERS HILL ISD

<b>Deposit:</b> 20210816 - 21-00127 <b>Post Date:</b> 08/16/2021 <b>Status:</b> H - History	<b>Group:</b> Default - Conversion Created Default <b>Bank Account:</b> 11000 - GENERAL OPERATING NOW
------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0816	PreK Disbursement from BHISD Education Foundation 2020-2021 ck 232 ck date 8-13-21-1	Cash	08/16/2021	516,314.00

Account	Account Description	Amount
199 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	516,314.00
<b>Total for Deposit 20210816:</b>		<b>\$516,314.00</b>
<b>Grand Total:</b>		<b>\$516,314.00</b>

Totals by Payment	Count	Amount
Cash	1	\$516,314.00
	<b>1</b>	<b>\$516,314.00</b>

## Cash Receipts

2021-2022

BARBERS HILL ISD

<b>Deposit:</b> 202206161 - 21-01829 <b>Post Date:</b> 06/16/2022 <b>Status:</b> H - History	<b>Group:</b> Default - Conversion Created Default <b>Bank Account:</b> 20000 - SPECIAL REVENUE
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------

Receipt Number	Short Description	Payment Type	Pay Date	Amount											
0616CV0003	BH Foundation Payment to District FY 2022-3	Cash	06/16/2022	222,572.78											
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Account</th> <th style="text-align: left;">Account Description</th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>480 R 00 5744 00 000 0 00 0 01</td> <td>DONATIONS</td> <td style="text-align: right;">222,572.78</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total for Deposit 202206161:</b></td> <td style="text-align: right;"><b>\$222,572.78</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Grand Total:</b></td> <td style="text-align: right;"><b>\$222,572.78</b></td> </tr> </tbody> </table>				Account	Account Description	Amount	480 R 00 5744 00 000 0 00 0 01	DONATIONS	222,572.78	<b>Total for Deposit 202206161:</b>		<b>\$222,572.78</b>	<b>Grand Total:</b>		<b>\$222,572.78</b>
Account	Account Description	Amount													
480 R 00 5744 00 000 0 00 0 01	DONATIONS	222,572.78													
<b>Total for Deposit 202206161:</b>		<b>\$222,572.78</b>													
<b>Grand Total:</b>		<b>\$222,572.78</b>													

Totals by Payment	Count	Amount
Cash	1	\$222,572.78
	<b>1</b>	<b>\$222,572.78</b>

## Cash Receipts

2021-2022

BARBERS HILL ISD

Deposit: 20220616 - 21-01829	Group: Default - Conversion Created Default
Post Date: 06/16/2022      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0616CV0002	BH Foundation Payment to District FY 2022-2	Cash	06/16/2022	119,195.84
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 R 00 5744 37 000 0 00 0 01		DONATIONS/BHISD EDUCATION FOUNDATION		119,195.84
			<b>Total for Deposit 20220616:</b>	<b>\$119,195.84</b>
			<b>Grand Total:</b>	<b>\$119,195.84</b>

Totals by Payment	Count	Amount
Cash	1	\$119,195.84
	<b>1</b>	<b>\$119,195.84</b>

## Cash Receipts

2021-2022

BARBERS HILL ISD

<b>Deposit:</b> 20220616 - 21-01829 <b>Post Date:</b> 06/16/2022 <b>Status:</b> H - History	<b>Group:</b> Default - Conversion Created Default <b>Bank Account:</b> 11000 - GENERAL OPERATING NOW
------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0616CV0001	BH Foundation Payment to District FY 2022-1	Cash	06/16/2022	179,500.32
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 A 00 1269 00 000 0 00 0 00		DUE FROM BHISD FOUNDATION		179,500.32
			<b>Total for Deposit 20220616:</b>	<b>\$179,500.32</b>
			<b>Grand Total:</b>	<b>\$179,500.32</b>

Totals by Payment	Count	Amount
Cash	1	\$179,500.32
	<b>1</b>	<b>\$179,500.32</b>

## Cash Receipts

2022-2023

BARBERS HILL ISD

Deposit: 202209083 - 22-00228	Group: Default - Conversion Created Default
Post Date: 09/08/2022      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0908CV0007	Convocation Meals 2022 ck 270 ck date 9-2-22-1	Cash	09/08/2022	24,745.28

Account	Account Description	Amount
480 R 00 5744 00 000 0 00 0 01	DONATIONS	24,745.28

**Total for Deposit 202209083:      \$24,745.28**

**Grand Total:      \$24,745.28**

Totals by Payment	Count	Amount
Cash	1	\$24,745.28
	<b>1</b>	<b>\$24,745.28</b>

## Cash Receipts

2022-2023

BARBERS HILL ISD

Deposit: 202209157 - 22-00284	Group: Default - Conversion Created Default
Post Date: 09/15/2022      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0915CV0008	21-22 PreK Endowment Disbursement-Enterprise Products	Cash	09/15/2022	431,207.00
BHISD Foundation ck 272 ck date 9-12-22-1				

Account	Account Description	Amount
480 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	431,207.00

**Total for Deposit 202209157:      \$431,207.00**

**Grand Total:      \$431,207.00**

Totals by Payment	Count	Amount
Cash	1	\$431,207.00
	<b>1</b>	<b>\$431,207.00</b>

## Cash Receipts

2022-2023

BARBERS HILL ISD

Deposit: 202306295 - 22-01920	Group: Default - Conversion Created Default
Post Date: 06/29/2023      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
062923CV01	BH Foundation Grants-2	Other	06/29/2023	289,112.66
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
480 R 00 5744 00 000 0 00 0 01		DONATIONS		289,112.66
<b>Total for Deposit 202306295:</b>				<b>\$289,112.66</b>
<b>Grand Total:</b>				<b>\$289,112.66</b>

Totals by Payment	Count	Amount
Other	1	\$289,112.66
	<b>1</b>	<b>\$289,112.66</b>

## Cash Receipts

2022-2023

BARBERS HILL ISD

Deposit: 202306294 - 22-01920	Group: Default - Conversion Created Default
Post Date: 06/29/2023      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
062923	General Fund-1	Other	06/29/2023	114,861.30
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
199 R 00 5744 37 000 0 00 0 01		DONATIONS/BHISD EDUCATION FOUNDATION		114,861.30
<b>Total for Deposit 202306294:</b>				<b>\$114,861.30</b>
<b>Grand Total:</b>				<b>\$114,861.30</b>

Totals by Payment	Count	Amount
Other	1	\$114,861.30
	<b>1</b>	<b>\$114,861.30</b>

## Cash Receipts

2023-2024

BARBERS HILL ISD

Deposit: 2023091217 - 23-00339	Group: Default - Conversion Created Default
Post Date: 09/12/2023      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
0906CV0022	PreK Foundation Grant-Enterprise 9-6-23-1	Other	09/12/2023	448,647.00
<b>Account</b>		<b>Account Description</b>		<b>Amount</b>
480 A 00 1269 00 000 0 00 0 00		DUE FROM BHISD FOUNDATION		448,647.00
<b>Total for Deposit 2023091217:</b>				<b>\$448,647.00</b>
<b>Grand Total:</b>				<b>\$448,647.00</b>

Totals by Payment	Count	Amount
Other	1	\$448,647.00
	<b>1</b>	<b>\$448,647.00</b>

## Cash Receipts

2023-2024

BARBERS HILL ISD

Deposit: 202406186 - 23-02162	Group: Default - Conversion Created Default
Post Date: 06/18/2024      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
23-02162	BHISD Education Foundation Reimbursement 23-24-1	Other	06/18/2024	116,364.06

Account	Account Description	Amount
199 R 00 5744 37 000 0 00 0 01	DONATIONS/BHISD EDUCATION FOUNDATION	116,364.06
<b>Total for Deposit 202406186:</b>		<b>\$116,364.06</b>
<b>Grand Total:</b>		<b>\$116,364.06</b>

Totals by Payment	Count	Amount
Other	1	\$116,364.06
	<b>1</b>	<b>\$116,364.06</b>

## Cash Receipts

2023-2024

BARBERS HILL ISD

Deposit: 202406187 - 23-02162	Group: Default - Conversion Created Default
Post Date: 06/18/2024      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
23-02162C2	BHISD Education Foundation Reimbursement 23-24-3	Other	06/18/2024	291,176.20

Account	Account Description	Amount
480 R 00 5744 00 000 0 00 0 01	DONATIONS	291,176.20
<b>Total for Deposit 202406187:</b>		<b>\$291,176.20</b>
<b>Grand Total:</b>		<b>\$291,176.20</b>

Totals by Payment	Count	Amount
Other	1	\$291,176.20
	<b>1</b>	<b>\$291,176.20</b>

## Cash Receipts

2023-2024

BARBERS HILL ISD

Deposit: 202406186 - 23-02162	Group: Default - Conversion Created Default
Post Date: 06/18/2024      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
23-02162C1	BHISD Education Foundation Reimbursement 23-24-2	Other	06/18/2024	143.06

Account	Account Description	Amount
199 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	143.06
<b>Total for Deposit 202406186:</b>		<b>\$143.06</b>
<b>Grand Total:</b>		<b>\$143.06</b>

Totals by Payment	Count	Amount
Other	1	\$143.06
	<b>1</b>	<b>\$143.06</b>

## Cash Receipts

2024-2025

BARBERS HILL ISD

Deposit: 2024091132 - 24-00309	Group: Default - Conversion Created Default
Post Date: 09/11/2024      Status: H - History	Bank Account: 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
24-00309	PK Foundation Grant-Enterprise 9-9-24 wire transfer from BH Ed Foundation 9/9-1	Other	09/11/2024	453,566.00

Account	Account Description	Amount
480 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	453,566.00

**Total for Deposit 2024091132:      \$453,566.00**

**Grand Total:      \$453,566.00**

Totals by Payment	Count	Amount
Other	1	\$453,566.00
	<b>1</b>	<b>\$453,566.00</b>

## Cash Receipts

2025-2026

BARBERS HILL ISD

Deposit: 0707BHEDGO - 0707DC	Group: Default - Conversion Created Default
Post Date: 07/07/2025      Status: H - History	Bank Account: 11000 - GENERAL OPERATING NOW

Receipt Number	Short Description	Payment Type	Pay Date	Amount
2024004491	Deposit for Wire from BH Education Foundation 7-2-25	Cash	07/07/2025	118,628.07

Account	Account Description	Amount
199 A 00 1290 00 000 0 00 0 00	OTHER RECEIVABLES	118,517.08
199 A 00 1269 00 000 0 00 0 00	DUE FROM BHISD FOUNDATION	110.99

<b>Total for Deposit 0707BHEDGO:</b>	<b>\$118,628.07</b>
<b>Grand Total:</b>	<b>\$118,628.07</b>

Totals by Payment	Count	Amount
Cash	1	\$118,628.07
	<b>1</b>	<b>\$118,628.07</b>

## Cash Receipts

2025-2026

BARBERS HILL ISD

<b>Deposit:</b> 0702BHEDSR - 0707DC	<b>Group:</b> Default - Conversion Created Default
<b>Post Date:</b> 07/07/2025 <b>Status:</b> H - History	<b>Bank Account:</b> 20000 - SPECIAL REVENUE

Receipt Number	Short Description	Payment Type	Pay Date	Amount
2024004490	Deposit for Wire from BH Education Foundation 7-2-25	Cash	07/07/2025	287,100.50

Account	Account Description	Amount
480 A 00 1290 00 000 0 00 0 00	OTHER RECEIVABLES	287,100.50
<b>Total for Deposit 0702BHEDSR:</b>		<b>\$287,100.50</b>
<b>Grand Total:</b>		<b>\$287,100.50</b>

Totals by Payment	Count	Amount
Cash	1	\$287,100.50
	<b>1</b>	<b>\$287,100.50</b>

## Journal Entries

BARBERS HILL ISD

**Journal Entry:** To Record Fund Transfer for PK Grant-BHISD ED Foundation 10-27-25 - 1028DC

**Status:** H - History

**Post Date:** 10/28/2025

**Creator:** CAMPBELL, DONNA K

**Group:** Submit - JE Submission

**Most Recent Approver:** KUNK, KIMBERLY G

Account	Quick Key	Short Description	Debit	Credit
199 A 00 1171 00 000 0 00 0 00		To Record Fund Transfer for PK Grant-BHISD ED Foundation 10-27-25	552,697.00	
199 A 00 1262 00 000 0 00 0 00		To Record Fund Transfer for PK Grant-BHISD ED Foundation 10-27-25		552,697.00
480 L 00 2171 00 000 0 00 0 00		To Record Fund Transfer for PK Grant-BHISD ED Foundation 10-27-25	552,967.00	
480 A 00 1290 00 000 0 00 0 00		To Record Fund Transfer for PK Grant-BHISD ED Foundation 10-27-25		552,967.00
			<b>1,105,664.00</b>	<b>1,105,664.00</b>

### Fund Totals

Fund	Debit	Credit
<b>199 - GENERAL FUND</b>	<b>552,697.00</b>	<b>552,697.00</b>
<b>480 - BH EDUCATION FOUNDATION GRANTS</b>	<b>552,967.00</b>	<b>552,967.00</b>
<b>Grand Total:</b>	<b>1,105,664.00</b>	<b>1,105,664.00</b>

## **GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is entered into as of November 13, 2017 between Barbers Hill Independent School District (“**Grantor**”), and the Barbers Hill Independent School District Education Foundation (the “**Foundation**”) a nonprofit corporation duly formed and operating under the laws of the State of Texas.

### **Section 1 Recitals**

- 1.1 The Barbers Hill Independent School District Education Foundation is a duly incorporated, tax exempt organization operating under the laws of the State of Texas that is organized exclusively for educational purposes, with authority to “receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas.”
- 1.2 Barbers Hill Independent School District anticipates the receipt of funds in the amount of \$8,875,774.00 which funds are not currently needed for public school purposes and which it seeks to grant to the Barbers Hill Independent School District Education Foundation to meet the future educational needs of the Barbers Hill Independent School District.

Accordingly, the parties agree as follows:

### **Section 2 Agreement**

- 2.1 Grantor commits to make a contribution of \$8,875,774.00 to the Foundation (the “**Grant**”) for the sole purpose of supporting public education programs in Barbers Hill Independent School District.
- 2.2 All Grant funds must be invested, maintained and expended solely for the support, maintenance and benefit of public educational programs in the Barbers Hill Independent School District, Mont Belvieu, Texas, including third party programs that supplement or support existing programs operated by or on behalf of the Barbers Hill Independent School District.
- 2.3 The Foundation is a nonprofit corporation duly formed, validly organized and in good standing under the laws of the State of Texas. The Foundation will take all required measures to maintain such nonprofit status and good corporate standing during the term of this Agreement.
- 2.4 No officer or director of the Foundation will receive any compensation, remuneration or other tangible or direct benefit for serving as an officer or director of the Foundation during the term of this Agreement.
- 2.5 The Foundation agrees that, to the extent that there are remaining Grant funds not previously used for school purposes, upon receipt of notice from the Superintendent of Schools of the Barbers Hill Independent School District that the Grant funds are

needed for educational purposes, the Foundation agrees to release the Grant funds or remaining Grant funds and interest on those funds immediately to the Barbers Hill Independent School District. The Foundation will calculate interest on the Grant funds based on the US Government 3-Month Treasury rate.

### **Section 3 General Provisions**

- 3.1 Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 3.2 This Agreement shall be construed in accordance with the laws of the State of Texas and is entirely performable in Chambers County, Texas.
- 3.3 The parties participated jointly in the negotiation and drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Recitals are part of this Agreement and shall be considered in its interpretation.
- 3.4 No course of dealing between the parties, no failure to exercise and no delay in exercising, any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of that or any other right. No waiver shall be effective unless made in writing and signed by all of the parties. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- 3.5 If changed conditions are encountered during the term of this Agreement, this Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.
- 3.6 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the transactions contemplated under this Agreement.
- 3.7 Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party shall be in writing and may either be a) delivered by hand to the party or, the party's designated agent; b) deposited in the United States mail, postage paid; c) transmitted by telecopy; or d) delivered by electronic mail transmission, to the addresses that follow, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner herein above described shall be deemed received two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the

party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above:

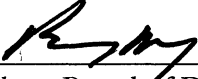
To: Dr. Greg Poole  
Barbers Hill Independent School District  
9600 Eagle Drive  
Mont Belvieu, TX 77580  
Fax: 281-576-5879

To: Benny May  
Barbers Hill Independent School District Education Foundation  
9600 Eagle Drive  
Mont Belvieu, TX 77580  
Fax: 281-576-5879

- 3.8 This Agreement shall be the entire Agreement between the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.
- 3.9 No assignment of any right or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other party.


This Agreement is effective November 13, 2017 and has been approved and ratified by the Board of Trustees of the Barbers Hill Independent School District at a duly called public meeting, held in accordance with the Texas Open Meetings Act. This Agreement has been approved and ratified by a majority vote of the Board of Directors of the Barbers Hill Independent School District Education Foundation in accordance with that organization's Bylaws.

Barbers Hill Independent School District  
Education Foundation  
By:

  
\_\_\_\_\_  
President, Board of Directors

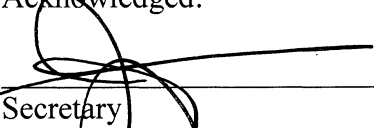
Date: December 6, 2017

Barbers Hill Independent School District  
By:

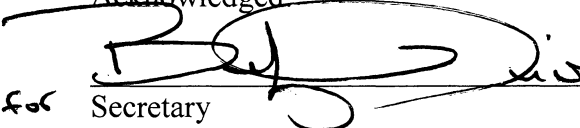
  
\_\_\_\_\_  
Vice President, Board of Trustees

Date: November 13, 2017

Acknowledged:

  
\_\_\_\_\_  
Secretary

Acknowledged:

  
\_\_\_\_\_  
for Secretary

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND DESIGNATING SUCCESSOR  
BENEFICIARIES FOR SUPPLEMENTAL PAYMENT AMOUNTS**

State of Texas       §  
                                  §  
County of Chambers §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District is entitled to receive contractual payments that the Board of Trustees seeks to invest in a prudent manner to support school programming; and

WHEREAS, pursuant to certain agreements for value limitation entered pursuant to Chapter 313 of the Texas Tax Code, the District may designate a third-party beneficiary of any payments owed under those agreements; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does not limit the ability of a public-school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, tax exempt organization operating under the laws of the State of Texas; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Articles of Incorporation, and is organized exclusively for educational purposes and to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas"; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit from designating the Barbers Hill Independent School District Education Foundation as third-party beneficiary for contractual payments owed to Barbers Hill Independent School District.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.

2. The Board of Trustees finds that the designation of third-party beneficiary attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the transaction to assure that the public interest is served.
3. Consistent with the provisions of the respective value limitation agreements entered pursuant to Chapter 313 of the Property Tax Code, the Board of Trustees hereby designates the Barbers Hill Independent School District Education Foundation as third-party beneficiary for the supplemental payment amounts as set forth in "Exhibit A" to this Resolution. The Board of Trustees hereby authorizes the Superintendent of Schools to make a grant of funds to the Barbers Hill Independent School District Education Foundation, consistent with those amounts set forth in "Exhibit A" to this Resolution.
4. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

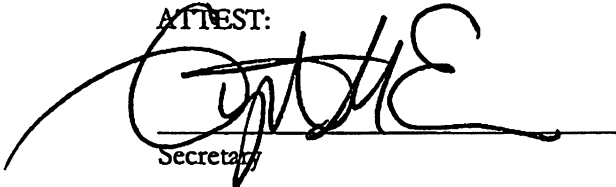
BE IT SO ORDERED.

Adopted on this 21st day of January, 2019.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**Successor Beneficiary Designation for Tax Year 2017 Supplemental Payments**

**January 21, 2019**

<b>AGREEMENT FOR LIMITATION ON APPRAISED VALUE</b>	<b>TEXAS COMPTROLLER NUMBER</b>	<b>DATE OF SIGNED AGREEMENT</b>	<b>SUPPLEMENTAL PAYMENT</b>
Barbers Hill ISD and Enterprise Products Operating, LLC	192	12/15/2011	544,900
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	193	12/12/2011	847,958
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	194	12/12/2011	830,152
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	195	12/15/2011	513,869
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	251	9/23/2013	1,057,571
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	252	9/23/2013	921,925
Barbers Hill ISD and Enterprise Products Operating, LLC	253	9/23/2013	747,047
Barbers Hill ISD and Enterprise Products Operating, LLC	254	9/23/2013	814,341
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	333	12/16/2013	879,678
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	339	12/16/2013	500,769
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1016	12/15/2014	762,182
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1034	3/23/2015	764,043
Barbers Hill ISD and Targa Downstream, LLC	1228	6/25/2018	511,700
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1236	11/12/2018	511,700
<b>Total</b>			<b>10,207,835</b>

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND DESIGNATING SUCCESSOR  
BENEFICIARIES FOR SUPPLEMENTAL PAYMENT AMOUNTS**

State of Texas       §  
                                  §  
County of Chambers §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District is entitled to receive contractual payments that the Board of Trustees seeks to invest in a prudent manner to support school programming; and

WHEREAS, pursuant to certain agreements for value limitation entered pursuant to Chapter 313 of the Texas Tax Code, the District may designate a third-party beneficiary of any payments owed under those agreements; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does not limit the ability of a public-school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, tax exempt organization operating under the laws of the State of Texas; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Articles of Incorporation, and is organized exclusively for educational purposes and to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas"; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit from designating the Barbers Hill Independent School District Education Foundation as third-party beneficiary for contractual payments owed to Barbers Hill Independent School District.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.

2. The Board of Trustees finds that the designation of third-party beneficiary attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the transaction to assure that the public interest is served.
3. Consistent with the provisions of the respective value limitation agreements entered pursuant to Chapter 313 of the Property Tax Code, the Board of Trustees hereby designates the Barbers Hill Independent School District Education Foundation as third-party beneficiary for the supplemental payment amounts as set forth in "Exhibit A" to this Resolution. The Board of Trustees hereby authorizes the Superintendent of Schools to make a grant of funds to the Barbers Hill Independent School District Education Foundation, consistent with those amounts set forth in "Exhibit A" to this Resolution.
4. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

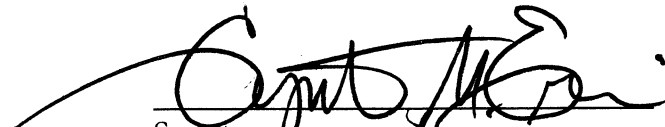
BE IT SO ORDERED.

Adopted on this 24th day of February, 2020.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**Successor Beneficiary Designation for Tax Year 2019 Supplemental Payments  
February 24, 2020**

AGREEMENT FOR LIMITATION ON APPRAISED VALUE	TEXAS COMPTROLLER NUMBER	SUPPLEMENTAL PAYMENT
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	193	655,465
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	194	727,389
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	195	593,600
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	251	593,600
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	252	593,600
Barbers Hill ISD and Enterprise Products Operating, LLC	253	593,600
Barbers Hill ISD and Enterprise Products Operating, LLC	254	593,600
Barbers Hill ISD and Exxon Mobil Corporation	264	593,600
Barbers Hill ISD and Enterprise Products Operating, LLC	278	593,600
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	333	852,362
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	339	492,761
Barbers Hill ISD and Enterprise Products Operating, LLC	349	658,010
Barbers Hill ISD and Enterprise Products Operating, LLC	363	534,766
Barbers Hill ISD and Enterprise Products Operating, LLC	364	332,195
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1016	471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1034	471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1035	1,636,582
Barbers Hill ISD and Enterprise Products Operating, LLC	1162	543,000
Barbers Hill ISD and Targa Downstream, LLC	1228	543,000
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1236	543,000
Barbers Hill ISD and Targa Downstream, LLC	1263	543,000
Barbers Hill ISD and Targa Downstream, LLC	1264	543,000
Barbers Hill ISD and Enterprise Products Operating, LLC	1272	543,000
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1282	543,000
<b>Total</b>		<b>14,789,530</b>

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND DESIGNATING SUCCESSOR  
BENEFICIARIES FOR SUPPLEMENTAL PAYMENT AMOUNTS**

**State of Texas**           §  
                                          §  
**County of Chambers** §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District is entitled to receive contractual payments that the Board of Trustees seeks to invest in a prudent manner to support school programming; and

WHEREAS, pursuant to certain agreements for value limitation entered pursuant to Chapter 313 of the Texas Tax Code, the District may designate a third-party beneficiary of any payments owed under those agreements; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does not limit the ability of a public-school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, tax exempt organization operating under the laws of the State of Texas; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Articles of Incorporation, and is organized exclusively for educational purposes and to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas"; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit from designating the Barbers Hill Independent School District Education Foundation as third-party beneficiary for contractual payments owed to Barbers Hill Independent School District.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.

2. The Board of Trustees finds that the designation of third-party beneficiary attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the transaction to assure that the public interest is served.
3. Consistent with the provisions of the respective value limitation agreements entered pursuant to Chapter 313 of the Property Tax Code, the Board of Trustees hereby designates the Barbers Hill Independent School District Education Foundation as third-party beneficiary for the supplemental payment amounts as set forth in "Exhibit A" to this Resolution. The Board of Trustees hereby authorizes the Superintendent of Schools to make a grant of funds to the Barbers Hill Independent School District Education Foundation, consistent with those amounts set forth in "Exhibit A" to this Resolution.
4. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.


BE IT SO ORDERED.

Adopted on this 18th day of January, 2021.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Successor Beneficiary Designation for Tax Year 2020 Supplemental Payments  
January 18, 2021**

	TEXAS COMPTROLLER NUMBER	DATE OF SIGNED AGREEMENT	SUPPLEMENTAL PAYMENT
<b>AGREEMENT FOR LIMITATION ON APPRAISED VALUE</b>			
Barbers Hill ISD and Enterprise Products Operating, LLC	178	12/27/2010	\$ 643,400
Barbers Hill ISD and Enterprise Products Operating, LLC	192	12/15/2011	\$ 643,400
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	193	12/12/2011	\$ 643,400
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	194	12/12/2011	\$ 643,400
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	195	12/15/2011	\$ 643,400
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	251	9/23/2013	\$ 643,400
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	252	9/23/2013	\$ 643,400
Barbers Hill ISD and Enterprise Products Operating, LLC	253	9/23/2013	\$ 643,400
Barbers Hill ISD and Enterprise Products Operating, LLC	254	9/23/2013	\$ 643,400
Barbers Hill ISD and ExxonMobil Corporation	264	1/15/2013	\$ 643,400
Barbers Hill ISD and Enterprise Products Operating, LLC	278	12/16/2013	\$ 643,400
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	333	12/16/2013	\$ 741,592
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	339	8/15/2013	\$ 444,504
Barbers Hill ISD and Enterprise Products Operating, LLC	349	9/23/2013	\$ 591,722
Barbers Hill ISD and Enterprise Products Operating, LLC	363	10/27/2014	\$ 1,067,544
Barbers Hill ISD and Enterprise Products Operating, LLC	364	10/27/2014	\$ 294,850
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1016	12/15/2014	\$ 471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1034	3/23/2015	\$ 471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1035	8/24/2015	\$ 934,114
Barbers Hill ISD and Enterprise Products Operating, LLC	1162	4/24/2017	\$ 596,100
Barbers Hill ISD and Targa Downstream	1228	6/25/2018	\$ 50,838
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1236	6/25/2018	\$ 44,179
Barbers Hill ISD and Targa Downstream	1263	11/12/2018	\$ 596,100
Barbers Hill ISD and Targa Downstream	1264	11/12/2018	\$ 596,100
Barbers Hill ISD and Enterprise Products Operating, LLC	1272	11/12/2018	\$ 596,100
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1282	12/17/2018	\$ 596,100
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1298	6/24/2019	\$ 596,100
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1336	9/23/2019	\$ 596,100
<b>Total</b>			<b>16,363,243.52</b>

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND MAKING FINDINGS OF FACT**

State of Texas           §  
                                  §  
County of Chambers §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has unbudgeted, unencumbered funds in the cumulative amount of \$10,000,000 that are not currently needed to meet the obligations of the District that the Board of Trustees seeks to invest in a prudent manner for the purpose of further supporting school district programs and services in the future; and

WHEREAS, due to the national economic climate, the Board of Trustees of Barbers Hill Independent School District is limited in the investment income it can generate for school purposes due to the limited availability of interest-bearing investments on the market at this time; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does allow a public school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, organization, with pending tax exempt status, operating under the laws of the State of Texas and over which the Board of Trustees exercises material control by virtue of the membership of the Education Foundation's governing board; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Certificate of Formation and is organized exclusively for educational purposes, that is, to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas" and to support the educational mission of the Barbers Hill Independent School District and further the educational interests of its pupils; and

WHEREAS, the District's Board of Trustees has negotiated a Grant Agreement with the Barbers Hill Independent School District Education Foundation that sets forth the terms

of this grant and assures that a legitimate school district public purpose is achieved by the making of this grant; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit in return for the award of a grant to the Barbers Hill Independent School District Education Foundation.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.
2. The Board of Trustees finds that the Grant Agreement attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District by providing an opportunity to maximize the earnings on school investments by taking advantage of interest-bearing general obligation bonds that would not otherwise be available to the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the Grant to assure that the public interest is served.
3. Based upon the foregoing findings and criteria, the Board of Trustees hereby approves the Grant Agreement attached hereto as "Exhibit A."
4. The Board of Trustees hereby grants to the Barbers Hill Independent School District Education Foundation the amount of \$10,000,000 of unbudgeted, unencumbered funds that are not currently needed for school district purposes, and which funds shall be subject to the Grant Agreement attached as "Exhibit A" to this Resolution.
5. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

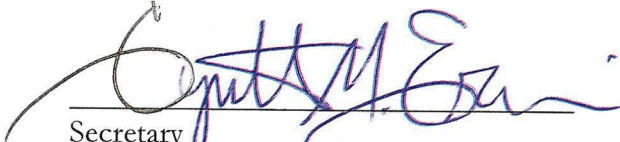
BE IT SO ORDERED.

Adopted on this 28th day of June, 2021.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

## **Exhibit A**

### **GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is entered into as of June 28, 2021 between the Barbers Hill Independent School District (the “**District**”), and the Barbers Hill Independent School District Education Foundation (the “**Foundation**”) a nonprofit corporation duly formed and operating under the laws of the State of Texas.

#### **Section 1**

##### **Recitals**

- 1.1 The Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner and enters this Agreement to further this governmental interest.
- 1.2 The Board of Trustees of Barbers Hill Independent School District has certain unencumbered, unbudgeted funds not currently needed to meet the obligations of the District that the Board of Trustees seeks to invest in a prudent manner for the purpose of supporting school district programs.
- 1.3 The Barbers Hill Independent School District Education Foundation is a duly incorporated, tax exempt organization operating under the laws of the State of Texas that is organized exclusively for educational purposes and to “receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas.”

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 2**

##### **Agreement**

- 2.1 The District agrees to make a one-time contribution to the Foundation (the “**Grant**”) in the amount of \$10,000,000 for the purpose of permitting the Foundation to invest Grant funds in a prudent manner and to support the educational mission of the Barbers Hill Independent School District.
- 2.2 The Foundation is a nonprofit corporation duly formed, validly organized and in good standing under the laws of the State of Texas. The Foundation warrants and agrees that it will take all required measures to maintain such nonprofit status and good corporate standing during the term of this Agreement.
- 2.3 All proceeds, investment returns, profits, principal and proceeds of the Grant funds shall be managed and disbursed solely to and for the benefit of the District, in furtherance of the governmental purposes of the District.

- 2.4 No officer or director of the Foundation will receive any compensation, remuneration or other tangible or direct benefit for serving as an officer or director of the Foundation during the term of this Agreement.
- 2.5 The Foundation agrees to secure and maintain a fidelity bond and directors' and officers' liability insurance in such amounts as may be required by the Board of Trustees of the District. The District shall provide the Foundation with written notice, in the fashion specified in section 3.8 of this Agreement of any requirements under this section.
- 2.6 If, at any time during the term of this Agreement, the Foundation should: a) initiate a modification to its Articles of Incorporation or Bylaws in a manner inconsistent with the purpose and intent of this Agreement, b) lose its nonprofit status, c) act to dissolve, or d) become insolvent, this Agreement will terminate, and all Grant funds shall immediately be disbursed to the District. In the event the Foundation lacks sufficient funds to pay the District, all general revenue bonds or other investments held by the Foundation shall immediately be conveyed and ownership transferred to the District in order to satisfy this obligation.
- 2.7 If, at any time during the term of this Agreement, a court or authority of competent jurisdiction should determine that this Agreement constitutes an act or obligation of the District or the Foundation that is inconsistent with any valid law, rule, order or regulation, this Agreement will terminate, and all Grant funds shall immediately be reimbursed to the District. In the event the Foundation lacks sufficient funds to reimburse the District, all general revenue bonds or other investments held by the Foundation shall immediately be conveyed and ownership transferred to the District in order to satisfy this obligation.
- 2.8 The Foundation agrees to provide the District with an annual audit, prepared by an independent auditor. The District may request an audit at any other time, and such audit shall be provided to the District by an auditor of the District's choosing at the expense of the District.

### Section 3 General Provisions

- 3.1 Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 3.2 This Agreement shall be construed in accordance with the laws of the State of Texas.
- 3.3 Any action or proceeding in connection with this Agreement shall be brought in Chambers County, Texas. The parties irrevocably a) submit to the exclusive jurisdiction of such courts, and b) waive any objection to venue of any action or proceeding or any argument that such court is in an inconvenient forum.
- 3.4 The parties participated jointly in the negotiation and drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Recitals are part of this Agreement and shall be considered in its interpretation.
- 3.5 No course of dealing between the parties, no failure to exercise and no delay in exercising, any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of that or any other right. No waiver shall be effective unless made in writing and signed by all of the parties. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- 3.6 If changed conditions are encountered during the term of this Agreement, this Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.
- 3.7 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the transactions contemplated under this Agreement.
- 3.8 Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party shall be in writing and may either be a) delivered by hand to the party or, the party's designated agent; b) deposited in the United States mail, postage paid; c) transmitted by telecopy; or d) delivered by electronic mail transmission, to the addresses that follow, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two

(2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above:

To: Barbers Hill Independent School District  
Dr. Greg Poole (or his successor)  
Superintendent of Schools  
PO Box 1108  
9600 Eagle Drive  
Mont Belvieu, TX 77580

To: Barbers Hill Independent School District  
Education Foundation  
Attention: Amber Young  
BHEF Coordinator  
PO Box 1108  
9600 Eagle Drive  
Mont Belvieu, TX 77580

3.9 This Agreement shall be the entire Agreement between the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

3.10 No assignment of any right or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other party.

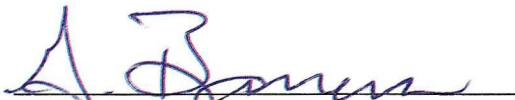
This Agreement is effective upon the last date executed, below, and has been approved and ratified by the Board of Trustees of the Barbers Hill Independent School District at a duly called public meeting, held in accordance with the Texas Open Meetings Act. This Agreement has been approved and ratified by a majority vote of the Board of Directors of the Barbers Hill Independent School District Education Foundation in accordance with that organization's Bylaws.

Barbers Hill Independent School District

Barbers Hill Independent School  
District Education Foundation

By:

By:



President, Board of Trustees

Vice President, Board of Directors

Date: 6-28-2021

Date: 12-7-2021

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND DESIGNATING SUCCESSOR  
BENEFICIARIES FOR SUPPLEMENTAL PAYMENT AMOUNTS**

**State of Texas**           §  
                                          §  
**County of Chambers** §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District is entitled to receive contractual payments that the Board of Trustees seeks to invest in a prudent manner to support school programming; and

WHEREAS, pursuant to certain agreements for value limitation entered pursuant to Chapter 313 of the Texas Tax Code, the District may designate a third-party beneficiary of any payments owed under those agreements; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does not limit the ability of a public-school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, tax exempt organization operating under the laws of the State of Texas; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Articles of Incorporation, and is organized exclusively for educational purposes and to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas"; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit from designating the Barbers Hill Independent School District Education Foundation as third-party beneficiary for contractual payments owed to Barbers Hill Independent School District.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:


1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.

2. The Board of Trustees finds that the designation of third-party beneficiary attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the transaction to assure that the public interest is served.
3. Consistent with the provisions of the respective value limitation agreements entered pursuant to Chapter 313 of the Property Tax Code, the Board of Trustees hereby designates the Barbers Hill Independent School District Education Foundation as third-party beneficiary for the supplemental payment amounts as set forth in "Exhibit A" to this Resolution. The Board of Trustees hereby authorizes the Superintendent of Schools to make a grant of funds to the Barbers Hill Independent School District Education Foundation, consistent with those amounts set forth in "Exhibit A" to this Resolution.
4. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

BE IT SO ORDERED.

Adopted on this 28th day of February, 2022.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Successor Beneficiary Designation for Tax Year 2021 Supplemental Payments**  
**February 28, 2022**

AGREEMENT FOR LIMITATION ON APPRAISED VALUE	TEXAS COMPTROLLER NUMBER	DATE OF SIGNED AGREEMENT	SUPPLEMENTAL PAYMENT
Barbers Hill ISD & Enterprise Products Operating, LLC	192	12/15/2011	\$ 641,000
Barbers Hill ISD & Oneok Hydrocarbon, L.P.	193	12/12/2011	\$ 587,392
Barbers Hill ISD & Cedar Bayou Fractionators, L.P.	194	12/12/2011	\$ 641,000
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	195	12/15/2011	\$ 641,000
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	251	9/23/2013	\$ 641,000
Barbers Hill ISD & Oneok Hydrocarbon, L.P.	252	9/23/2013	\$ 641,000
Barbers Hill ISD & Enterprise Products Operating, LLC	253	9/23/2013	\$ 641,000
Barbers Hill ISD & Enterprise Products Operating, LLC	254	9/23/2013	\$ 641,000
Barbers Hill ISD & Exxon Mobil Corporation	264	10/28/2013	\$ 641,000
Barbers Hill ISD & Enterprise Products Operating, LLC	278	9/23/2013	\$ 641,000
Barbers Hill ISD & Cedar Bayou Fractionators, L.P.	333	12/16/2013	\$ 679,208
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	339	12/16/2013	\$ 439,633
Barbers Hill ISD & Enterprise Products Operating, LLC	349	10/27/2014	\$ 580,394
Barbers Hill ISD & Enterprise Products Operating, LLC	363	10/27/2014	\$ 1,051,308
Barbers Hill ISD & Enterprise Products Operating, LLC	364	10/27/2014	\$ 288,483
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	1016	12/15/2014	\$ 471,900
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	1034	3/23/2015	\$ 471,900
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	1035	8/24/2015	\$ 503,680
Barbers Hill ISD & Enterprise Products Operating, LLC	1162	4/24/2017	\$ 635,000
Barbers Hill ISD & Oneok Hydrocarbon, L.P.	1236	6/25/2018	\$ 478,705
Barbers Hill ISD & Targa Downstream, LLC	1228	6/25/2018	\$ 467,445
Barbers Hill ISD & Targa Downstream, LLC	1263	11/12/2018	\$ 212,327
Barbers Hill ISD & Targa Downstream, LLC	1264	11/12/2018	\$ 212,327
Barbers Hill ISD & Enterprise Products Operating, LLC	1272	9/24/2018	\$ 635,000
Barbers Hill ISD & Oneok Hydrocarbon, L.P.	1282	12/17/2018	\$ 5,630
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	1298	6/24/2019	\$ 132,622
Barbers Hill ISD & Lone Star Asset Holdings II, LLC	1336	10/22/2019	\$ 8,474
<b>Total</b>			<b>\$ 13,630,426.68</b>

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND DESIGNATING SUCCESSOR  
BENEFICIARIES FOR SUPPLEMENTAL PAYMENT AMOUNTS**

State of Texas           §  
                                      §  
County of Chambers §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District is entitled to receive contractual payments that the Board of Trustees seeks to invest in a prudent manner to support school programming; and

WHEREAS, pursuant to certain agreements for value limitation entered pursuant to Chapter 313 of the Texas Tax Code, the District may designate a third-party beneficiary of any payments owed under those agreements; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does not limit the ability of a public-school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, tax exempt organization operating under the laws of the State of Texas; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Articles of Incorporation, and is organized exclusively for educational purposes and to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas"; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit from designating the Barbers Hill Independent School District Education Foundation as third-party beneficiary for contractual payments owed to Barbers Hill Independent School District.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.

2. The Board of Trustees finds that the designation of third-party beneficiary attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the transaction to assure that the public interest is served.
3. Consistent with the provisions of the respective value limitation agreements entered pursuant to Chapter 313 of the Property Tax Code, the Board of Trustees hereby designates the Barbers Hill Independent School District Education Foundation as third-party beneficiary for the supplemental payment amounts as set forth in "Exhibit A" to this Resolution. The Board of Trustees hereby authorizes the Superintendent of Schools to make a grant of funds to the Barbers Hill Independent School District Education Foundation, consistent with those amounts set forth in "Exhibit A" to this Resolution.
4. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

BE IT SO ORDERED.

Adopted on this 23rd day of January, 2023.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary

**EXHIBIT A**

**Successor Beneficiary Designation for Tax Year 2022 Supplemental Payments**  
**January 23, 2023**

	TEXAS COMPTROLLER NUMBER	DATE OF SIGNED AGREEMENT	SUPPLEMENTAL PAYMENT
AGREEMENT FOR LIMITATION ON APPRAISED VALUE			
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	251	9/23/2013	\$ 697,200
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	252	9/23/2013	\$ 697,200
Barbers Hill ISD and Enterprise Products Operating, LLC	253	9/23/2013	\$ 697,200
Barbers Hill ISD and Enterprise Products Operating, LLC	254	9/23/2013	\$ 697,200
Barbers Hill ISD and ExxonMobil Corporation	264	1/15/2013	\$ 697,200
Barbers Hill ISD and Enterprise Products Operating, LLC	278	12/16/2013	\$ 697,200
Barbers Hill ISD and Cedar Bayou Fractionators, L.P.	333	12/16/2013	\$ 666,631
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	339	8/15/2013	\$ 436,301
Barbers Hill ISD and Enterprise Products Operating, LLC	349	9/23/2013	\$ 504,466
Barbers Hill ISD and Enterprise Products Operating, LLC	363	10/27/2014	\$ 953,436
Barbers Hill ISD and Enterprise Products Operating, LLC	364	10/27/2014	\$ 224,118
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1016	12/15/2014	\$ 471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1034	3/23/2015	\$ 471,900
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1035	8/24/2015	\$ 471,900
Barbers Hill ISD and Enterprise Products Operating, LLC	1162	4/24/2017	\$ 640,900
Barbers Hill ISD and Targa Downstream	1228	6/25/2018	\$ 465,047
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1236	6/25/2018	\$ 479,073
Barbers Hill ISD and Oneok Hydrocarbon, L.P.	1282	12/17/2018	\$ 30,261
Barbers Hill ISD and Lone Star Asset Holdings II, LLC	1336	9/23/2019	\$ 46,612
<b>Total</b>			<b>10,045,744.08</b>

**RESOLUTION OF THE BARBERS HILL INDEPENDENT SCHOOL  
DISTRICT APPROVING A GRANT TO  
THE BARBERS HILL INDEPENDENT SCHOOL DISTRICT EDUCATION  
FOUNDATION AND MAKING FINDINGS OF FACT**

**State of Texas**           §  
                                          §  
**County of Chambers** §

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District has unbudgeted, unencumbered funds in the cumulative amount of \$8,000,000 that are not currently needed to meet the obligations of the District that the Board of Trustees seeks to invest in a prudent manner for the purpose of further supporting school district programs and services in the future; and

WHEREAS, due to the national economic climate, the Board of Trustees of Barbers Hill Independent School District is limited in the investment income it can generate for school purposes due to the limited availability of interest-bearing investments on the market at this time; and

WHEREAS, the Board of Trustees of Barbers Hill Independent School District must comply with the mandate of article III, § 52(a) of the Texas Constitution, which prohibits a grant of public funds, but does allow a public school district to expend public funds in a manner calculated to benefit the public, consistent with the school district's governmental purposes; and

WHEREAS, the Barbers Hill Independent School District Education Foundation is an independently governed, duly incorporated, organization, with pending tax exempt status, operating under the laws of the State of Texas and over which the Board of Trustees exercises material control by virtue of the membership of the Education Foundation's governing board; and

WHEREAS, the Barbers Hill Independent School District Education Foundation has limited powers under its Certificate of Formation and is organized exclusively for educational purposes, that is, to "receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas" and to support the educational mission of the Barbers Hill Independent School District and further the educational interests of its pupils; and

WHEREAS, the District's Board of Trustees has negotiated a Grant Agreement with the Barbers Hill Independent School District Education Foundation that sets forth the terms

of this grant and assures that a legitimate school district public purpose is achieved by the making of this grant; and

WHEREAS, the Board of Trustees has determined that it will receive a real and valuable benefit in return for the award of a grant to the Barbers Hill Independent School District Education Foundation.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Barbers Hill Independent School District, Chambers County, Texas, that:

1. The foregoing recitals are found to be true and correct and are hereby adopted and incorporated as findings of fact.
2. The Board of Trustees finds that the Grant Agreement attached hereto as "Exhibit A" to this Resolution:
  - a. Serves to further the legitimate governmental interests of the Barbers Hill Independent School District by providing an opportunity to maximize the earnings on school investments by taking advantage of interest-bearing general obligation bonds that would not otherwise be available to the Barbers Hill Independent School District; and
  - b. Places sufficient limitations on the terms of the Grant to assure that the public interest is served.
3. Based upon the foregoing findings and criteria, the Board of Trustees hereby approves the Grant Agreement attached hereto as "Exhibit A."
4. The Board of Trustees hereby grants to the Barbers Hill Independent School District Education Foundation the amount of \$8,000,000 of unbudgeted, unencumbered funds that are not currently needed for school district purposes, and which funds shall be subject to the Grant Agreement attached as "Exhibit A" to this Resolution.
5. It is found that the meeting at which this Resolution was approved was properly noticed and held in strict compliance with the Texas Open Meetings Act, Ch. 551 Texas Government Code.

BE IT SO ORDERED.

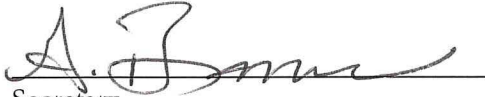
Adopted on this 23rd day of June, 2025.

BARBERS HILL INDEPENDENT SCHOOL DISTRICT



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary

## **Exhibit A**

### **GRANT AGREEMENT**

This Grant Agreement (“**Agreement**”) is entered into as of June 23, 2025 between the Barbers Hill Independent School District (the “District”), and the Barbers Hill Independent School District Education Foundation (the “Foundation”) a nonprofit corporation duly formed and operating under the laws of the State of Texas.

#### **Section 1 Recitals**

- 1.1 The Board of Trustees of Barbers Hill Independent School District has the responsibility to provide quality public education programs for its students while managing the financial resources of the District in a fiscally prudent manner and enters this Agreement to further this governmental interest.
- 1.2 The Board of Trustees of Barbers Hill Independent School District has certain unencumbered, unbudgeted funds not currently needed to meet the obligations of the District that the Board of Trustees seeks to invest in a prudent manner for the purpose of supporting school district programs.
- 1.3 The Barbers Hill Independent School District Education Foundation is a duly incorporated, tax exempt organization operating under the laws of the State of Texas that is organized exclusively for educational purposes and to “receive and disburse funds, property and gifts of any kind exclusively for the benefit of Barbers Hill Independent School District in Chambers County, Texas.”

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 2 Agreement**

- 2.1 The District agrees to make a one-time contribution to the Foundation (the “Grant”) in the amount of \$8,000,000 for the purpose of permitting the Foundation to invest Grant funds in a prudent manner and to support the educational mission of the Barbers Hill Independent School District.
- 2.2 The Foundation is a nonprofit corporation duly formed, validly organized and in good standing under the laws of the State of Texas. The Foundation warrants and agrees that it will take all required measures to maintain such nonprofit status and good corporate standing during the term of this Agreement.
- 2.3 All proceeds, investment returns, profits, principal and proceeds of the Grant funds shall be managed and disbursed solely to and for the benefit of the District, in furtherance of the governmental purposes of the District.

- 2.4 No officer or director of the Foundation will receive any compensation, remuneration or other tangible or direct benefit for serving as an officer or director of the Foundation during the term of this Agreement.
- 2.5 The Foundation agrees to secure and maintain a fidelity bond and directors' and officers' liability insurance in such amounts as may be required by the Board of Trustees of the District. The District shall provide the Foundation with written notice, in the fashion specified in section 3.8 of this Agreement of any requirements under this section.
- 2.6 If, at any time during the term of this Agreement, the Foundation should: a) initiate a modification to its Articles of Incorporation or Bylaws in a manner inconsistent with the purpose and intent of this Agreement, b) lose its nonprofit status, c) act to dissolve, or d) become insolvent, this Agreement will terminate, and all Grant funds shall immediately be disbursed to the District. In the event the Foundation lacks sufficient funds to pay the District, all general revenue bonds or other investments held by the Foundation shall immediately be conveyed and ownership transferred to the District in order to satisfy this obligation.
- 2.7 If, at any time during the term of this Agreement, a court or authority of competent jurisdiction should determine that this Agreement constitutes an act or obligation of the District or the Foundation that is inconsistent with any valid law, rule, order or regulation, this Agreement will terminate, and all Grant funds shall immediately be reimbursed to the District. In the event the Foundation lacks sufficient funds to reimburse the District, all general revenue bonds or other investments held by the Foundation shall immediately be conveyed and ownership transferred to the District in order to satisfy this obligation.
- 2.8 The Foundation agrees to provide the District with an annual audit, prepared by an independent auditor. The District may request an audit at any other time, and such audit shall be provided to the District by an auditor of the District's choosing at the expense of the District.

**Section 3**  
**General Provisions**

- 3.1 Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- 3.2 This Agreement shall be construed in accordance with the laws of the State of Texas.
- 3.3 Any action or proceeding in connection with this Agreement shall be brought in Chambers County, Texas. The parties irrevocably a) submit to the exclusive jurisdiction of such courts, and b) waive any objection to venue of any action or proceeding or any argument that such court is in an inconvenient forum.
- 3.4 The parties participated jointly in the negotiation and drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Recitals are part of this Agreement and shall be considered in its interpretation.
- 3.5 No course of dealing between the parties, no failure to exercise and no delay in exercising, any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of that or any other right. No waiver shall be effective unless made in writing and signed by all of the parties. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.
- 3.6 If changed conditions are encountered during the term of this Agreement, this Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.
- 3.7 The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the transactions contemplated under this Agreement.
- 3.8 Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party shall be in writing and may either be a) delivered by hand to the party or, the party's designated agent; b) deposited in the United States mail, postage paid; c) transmitted by telecopy; or d) delivered by electronic mail transmission, to the addresses that follow, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two

(2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above:

To: Barbers Hill Independent School District  
Dr. Greg Poole (or his successor)  
Superintendent of Schools  
PO Box 1108  
9600 Eagle Drive  
Mont Belvieu, TX 77580

To: Barbers Hill Independent School District  
Education Foundation  
Attention: Amber Young  
BHEF Coordinator  
PO Box 1108  
9600 Eagle Drive  
Mont Belvieu, TX 77580

3.9 This Agreement shall be the entire Agreement between the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

3.10 No assignment of any right or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other party.

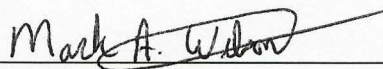
This Agreement is effective upon the last date executed, below, and has been approved and ratified by the Board of Trustees of the Barbers Hill Independent School District at a duly called public meeting, held in accordance with the Texas Open Meetings Act. This Agreement has been approved and ratified by a majority vote of the Board of Directors of the Barbers Hill Independent School District Education Foundation in accordance with that organization's Bylaws.

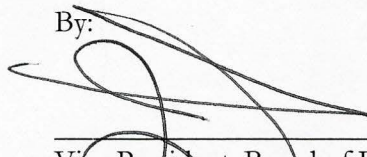
Barbers Hill Independent School District

Barbers Hill Independent School  
District Education Foundation

By:

By:

  
\_\_\_\_\_  
President, Board of Trustees

  
\_\_\_\_\_  
Vice President, Board of Directors

Date: 6/23/2025

Date: 9/2/25