

Copano Facility Adjustment & Reimbursement Agreement

THIS COPANO FACILITY ADJUSTMENT & REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20__, by and between **Dow Hydrocarbons and Resources LLC** with an office at 1254 Enclave Pkwy., Houston, TX 77022 ("Owner") and **Copano NGL Services (Markham), L.L.C.**, a Delaware limited liability company with an office at 1001 Louisiana Street, Suite 1000 Houston, TX 77002 ("Copano"), and **Fort Bend County** whose address is 301 Jackson Street, Richmond, Texas 77469 (the "County").

WHEREAS, Copano operates a 6-inch NGL pipeline on behalf of the Dow Hydrocarbons and Resources LLC (the "Facilities") under an unrecorded Lease Agreement dated January 18, 2010 pursuant to rights granted in a Right of Way Agreement dated August 10, 1950, and filed for record September 13, 1950 and recorded October 11, 1950 at Volume 274, Page 456 of the Deed Records of Fort Bend County, Texas.

WHEREAS, County is proposing to construct and maintain realignment of existing Huggins Road, shifting it to the south (hereinafter "Project") in the area of GPS coordinates: 29.697278, -95.891693, located southwest of Huggins Road and Katy Fulshear Road. ("Location").

WHEREAS, based on pre-engineering work done by Copano and paid for by County, County and Copano agree that the Project would best be facilitated and both parties would best be served by Copano extending the existing pipeline casing of the Copano Facilities (the "Work").

WHEREAS, County has agreed to reimburse Copano for one hundred percent (100%) of the total cost of such, as described herein.

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. Copano will perform the Work to accommodate the proposed Project in a manner that will be sufficient for both Copano and County, as depicted in in the drawing attached hereto as Exhibit A.
2. County shall pay Copano for all of the actual costs and expenses incurred by Copano to perform the Work ("Reimbursement Expenses"). Such Reimbursement Expenses shall include allocable overheads, taxes, including a tax gross-up amount, and fees incurred by Copano.
3. County shall prepay Copano for Copano's estimated Reimbursement Expenses. Copano estimates that the Reimbursement Expenses to be incurred by Copano and paid by County are **\$235,409.00** ("Estimated Amount"), as described in Exhibit B attached hereto. Such Estimated Amount is a budgetary estimate only, and neither it nor any of the other estimated cost figures herein shall in any way constitute a limit upon

the amount of the total actual cost of the Work, including overheads and taxes, incurred by Copano, for which County shall be liable to pay hereunder. Such cost estimate is based on the costs of materials and labor current at the time of preparation of the estimate and is subject to revision by and at the discretion of Copano to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which County agrees to reimburse Copano in full.

4. Upon full execution of this Agreement, County shall pay Copano the Estimated Amount. Copano shall be under no obligation to commence any activities relative to the Work until County has paid Copano the Estimated Amount and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Estimated Amount, Copano will make arrangements to begin the Work as soon thereafter as reasonably possible. All payments due hereunder shall be in the form either of a check made out to Copano, [insert address] or a wire transfer to: [insert wiring instructions].
5. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of the Work, Copano shall provide County an accounting for any variance between the Estimated Amount and the total Reimbursement Expenses ("Final Accounting"); provided, however, that County shall be obligated to pay Copano for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the Estimated Amount. In the event County owes Copano additional payment to cover the Reimbursement Expenses, Copano will provide a final invoice to County within thirty (30) days after the Final Accounting. Should County fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, Copano shall be entitled to collect from County the amount of said invoice together with interest at a rate equal to the then-applicable Federal Energy Regulatory Commission ("FERC") refund interest rate as specified in Section 154.501(d) of FERC's regulations. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded monthly, beginning on the payment due date of Copano's invoice to County and terminating when such invoice is paid. In the event that Copano owes County a refund of amounts paid, Copano agrees to make that refund to County within sixty (60) days after providing the Final Accounting to County.
6. County agrees to perform the Project in accordance with the drawings for the Project as provided to Copano and in effect on the date this Agreement is executed and will not make any changes to the Project where the Copano Facilities are involved without prior written notification to Copano. If changes to the Project are made or future changes are made to County's development that affect the Copano Facilities such that additional adjustments are necessary within Copano's currently existing right of way or otherwise affect the property interests of Copano, then Copano will make said adjustments at the expense of County.
7. From time to time Copano or its contractor(s) may perform maintenance or construction operations on its KM Facility. During these times, it may be necessary to excavate and expose its Copano Facilities to make the necessary repairs or for other necessary maintenance or construction activities. It is therefore understood, agreed, and accepted by County that Copano shall have the right to cut the pavement of the Project and any

utilities within Copano's right of way and to allow said cutting of any access roads or parking areas with the understanding that all costs associated with repairs to the Project and utilities, the access roads, and parking areas, as a result of any such cutting by Copano will be at the expense of County on the existing right of way limits and at the expense of Copano on any part outside of the existing right of way limits. Copano, by agreeing to the construction of the Project, does not relinquish any of its rights, titles, or interest in or to its existing right of way.

8. Copano will keep all cost records pertaining to the Work in order to have them readily available for County to audit, should they desire to do so. County has the right to audit the records during the regular office hours of Copano for a period of two years from the date the Work is completed.
9. Copano and County acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of Copano shall result in the Work being successful or completed, or that such activities will be completed by any specific or anticipated date, and Copano shall have no liability whatsoever to County for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to Copano, Copano will undertake the Work in its normal course of business. The Work undertaken by Copano herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND COPANO DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. In no event shall Copano be liable to County with respect to Copano's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT COPANO SHALL HAVE NO OBLIGATION WHATSOEVER FOR, AND COUNTY EXPRESSLY WAIVES, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.
10. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that Copano does not assume any additional responsibility for the protection, operation, and maintenance of its Copano Facilities because of the Project. In consideration of such consent, County agrees to protect, indemnify, and hold harmless Copano, its officers, employees, representatives, agents, contractors, and subcontractors from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, causes of action, and liability whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons arising out of or in connection with the performance of either the Work or the Project, except to the extent said claims, demands, actions, expenses, losses, damages, causes of action, and liabilities are caused by the negligence or willful misconduct of Copano or its employees or contractors.
11. County shall carry, and cause its contractors and subcontractors to carry, at its and their own expense, in reliable insurance companies satisfactory to Copano, insurance to cover its obligations and liabilities under this Agreement, including, but not limited to

Worker's Compensation Insurance with Employer's Liability coverage, General Liability Insurance with Contractual Liability coverage, and Automobile Liability Insurance. County further agrees that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation, under any such policies, against Copano.

12. This Agreement shall be effective as of the date first written above upon execution by both Parties hereto and shall remain in full force and effect thereafter until the date that the Parties' rights and obligations under Sections 3, 4, and 5 of this Agreement, including the right to payment and refund, have been fully satisfied. Copano shall have the right to terminate this Agreement in the event County has failed to make timely payment of the Estimated Amount in accordance with the payment provisions herein, and/or County causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the date of this Agreement.
13. This Agreement shall be construed in accordance with the laws of the State of [state where Project is located], is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

{Signatures on following pages}

Copano NGL Services (Markham), L.L.C.:

Signature

Brittany Stolte

Name

Attorney In Fact

Title

Dow Hydrocarbons and Resources LLC

Signature

Brittany Stolte

Name

Attorney In Fact

Title

Fort Bend County:

KP George, County Judge

ATTEST:

Laura Richard, County Clerk

EXHIBIT “A”

Drawings

FORT BEND COUNTY ENGINEERING DEPARTMENT

HUGGINS DRIVE

FROM FM 359 TO FULSHEAR KATY ROAD

PROJECT NO. 13313

100% SUBMITTAL

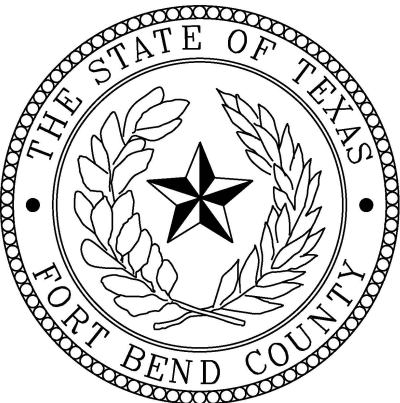
VINCENT M. MORALES, JR.
COMMISSIONER
PRECINCT 1

GRADY PRESTAGE
COMMISSIONER
PRECINCT 2

KP GEORGE
COUNTY JUDGE

ANDY MEYERS
COMMISSIONER
PRECINCT 3

KEN R. DeMERCHANT
COMMISSIONER
PRECINCT 4

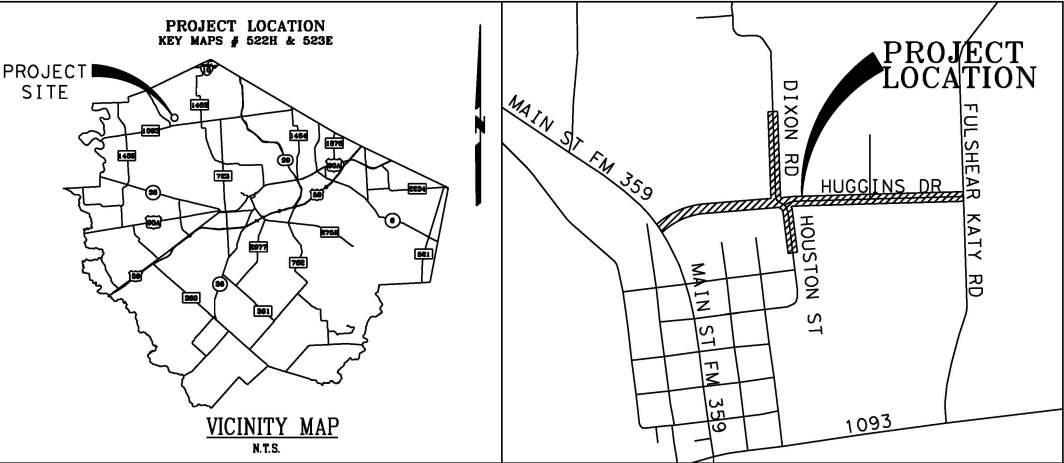


AUGUST/2022
PRECINCT 1
Fort Bend County, Texas

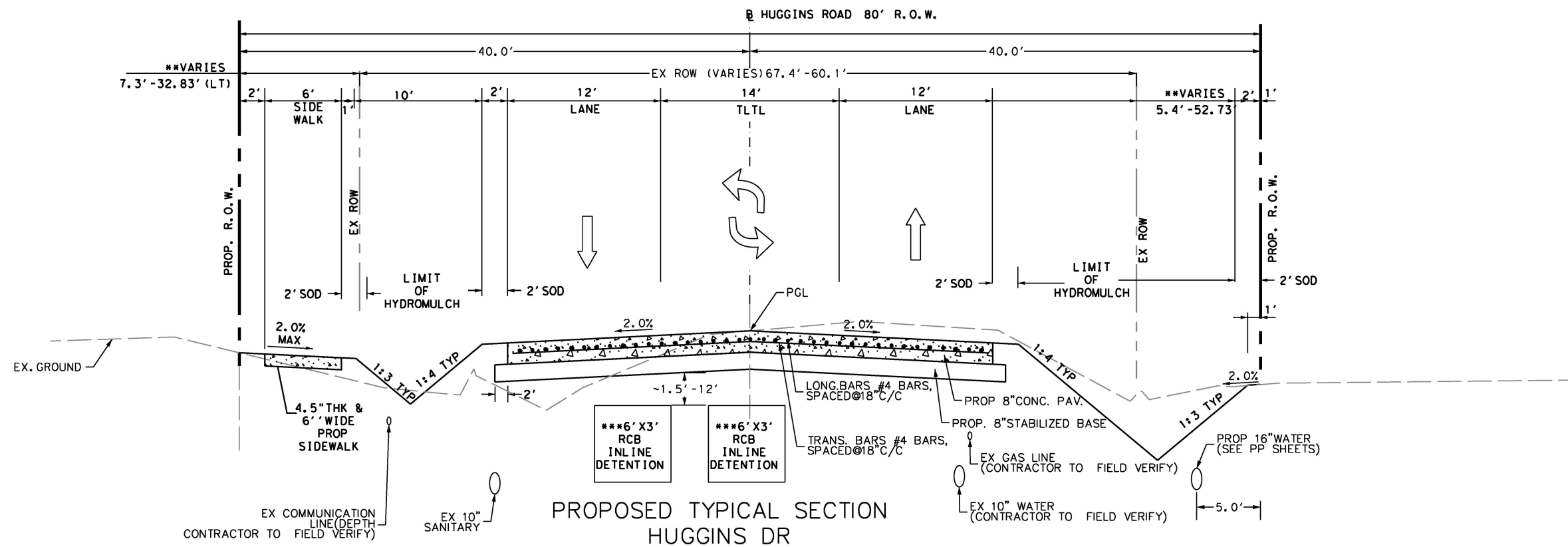


APPROVED: _____ DATE _____
CITY OF FULSHEAR ENGINEER
CLIFF BROUHARD, P.E., PTOE

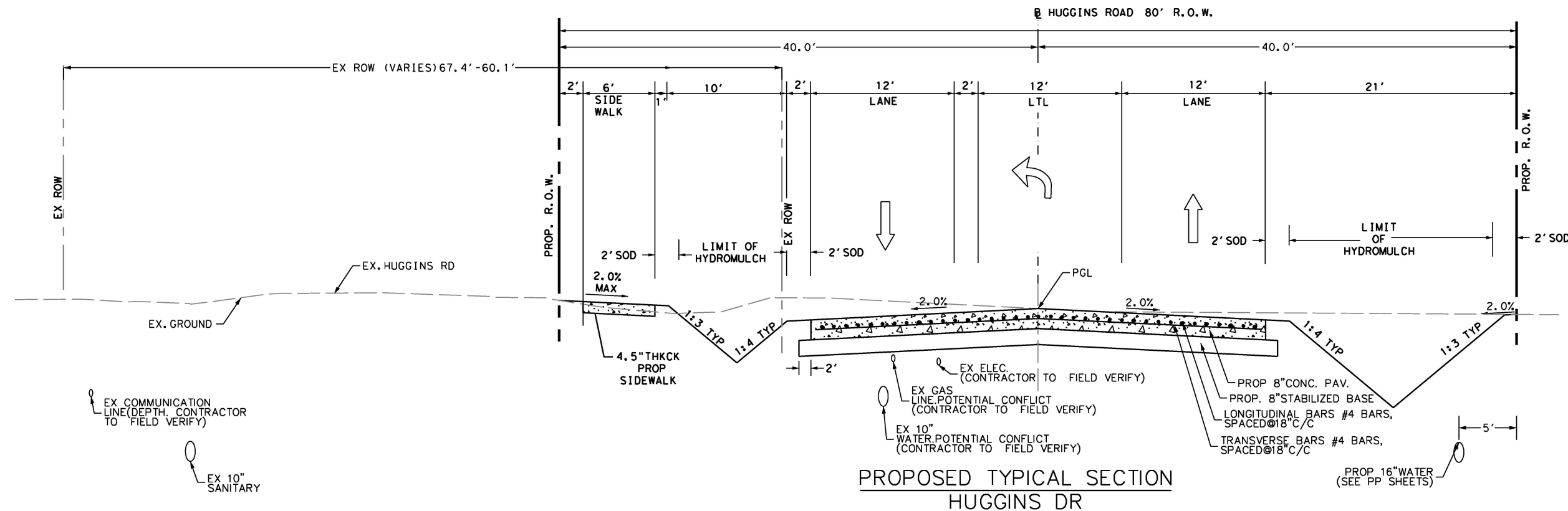
APPROVED: _____ DATE _____
COUNTY ENGINEER
J. STACY SLAWINSKI, P.E.



S:\whou-tran\1704\1703\standard sheets\dgn fort bend standards\01 fbc project cover sheet\01 fbc project_cover_sheet.dgn



STA.26+55 TO 39+57
 **ADDITIONAL ROW
 ***6'x3' RCB.SEE PLANS FOR LIMITS



PROPOSED TYPICAL SECTION
 HUGGINS DR

STA.39+57 TO 41+88
 **ADDITIONAL ROW

No.	DATE	REVISION	NAME



SIRRUS
 ENGINEERS, INC.
 3100 TIMMONS LN. SUITE 500
 HOUSTON, TX 77027
 TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
 ENGINEERING DEPARTMENT



PROJECT TITLE: HUGGINS DRIVE FROM FM 359
 TO FULSHEAR KATY ROAD

DESIGNED/DRAWN BY: SRJ/KS
 SHEET DESCRIPTION: PROP. TYPICAL SECTION

CHECKED BY: SBD

SCALE: H: 1"=10'
 V: 1"=2'

DATE: 08/08/2022 APPROVED BY:

SHT NO:
 09/123

\$DATE\$ \$TIME\$ \$FILES\$

\$DATE\$ \$TIME\$ \$FILES\$



LEGEND:

- EX R.O.W.
- PROP R.O.W.
- PROP EDGE OF PAVEMENT
- ALIGNMENT LINE
- PROP INLINE DETENTION
- PROPOSED PAVEMENT



No.	DATE	REVISION	NAME

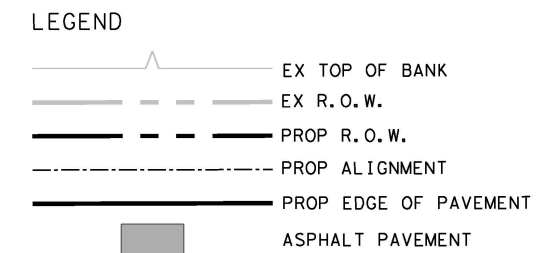
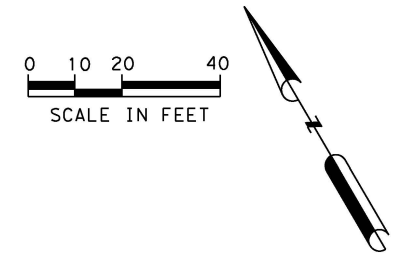
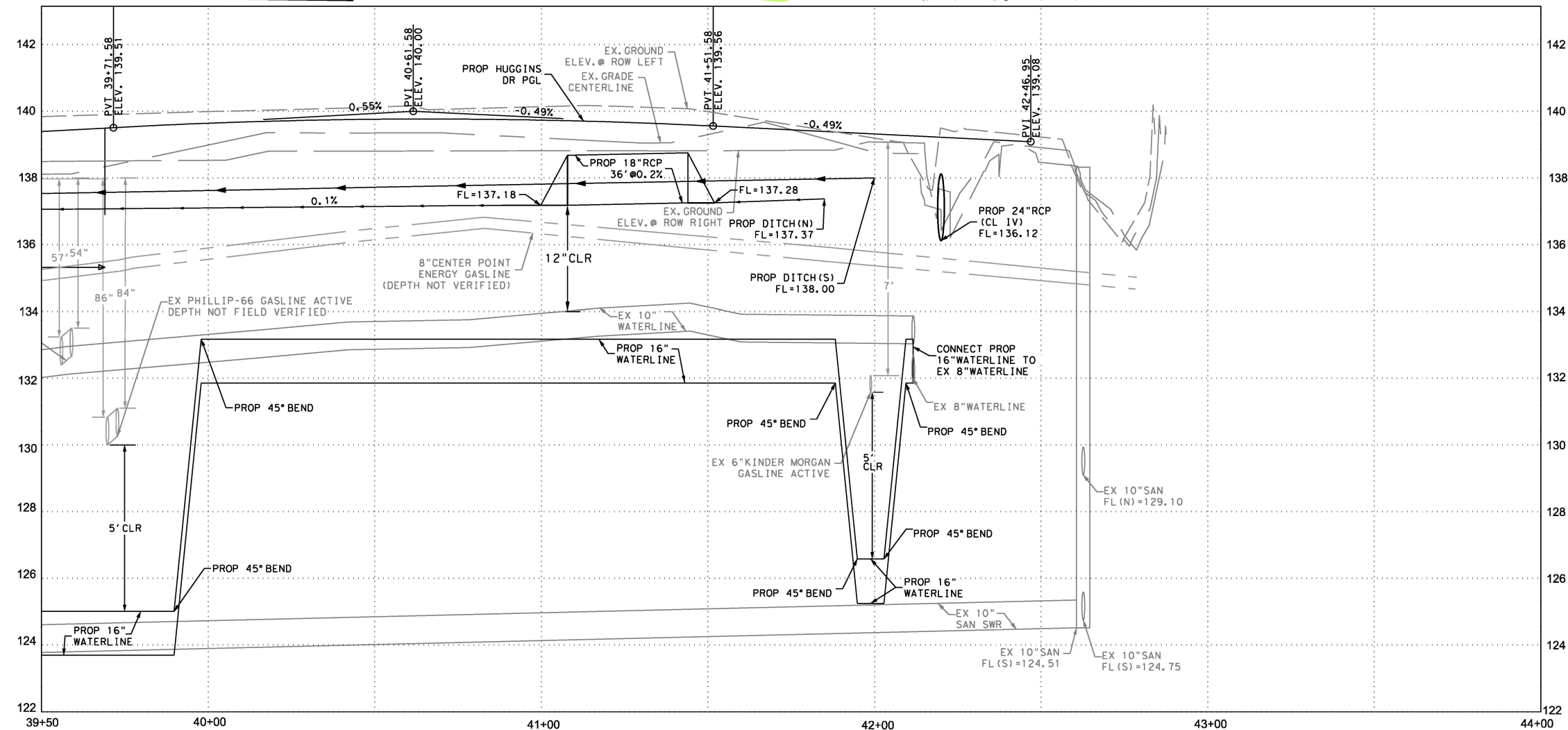
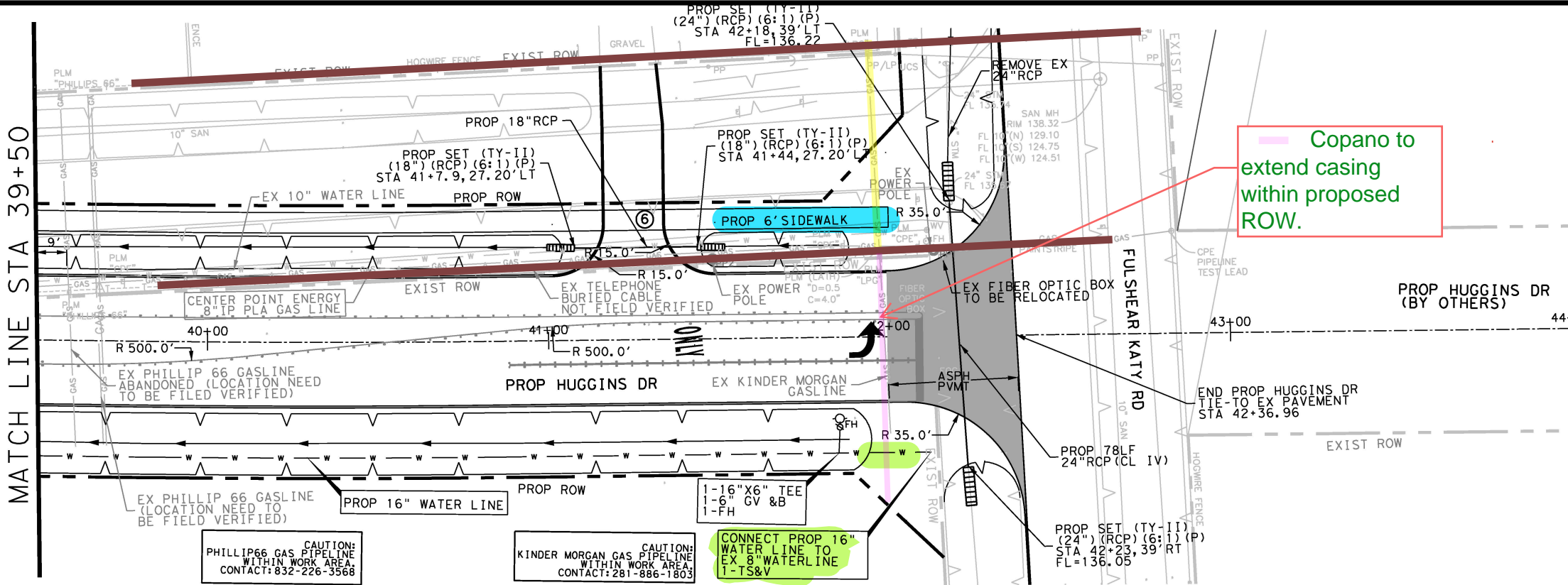


SIRRUS
ENGINEERS, INC.
3100 TIMMONS LN. SUITE 500
HOUSTON, TX 77027
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT




PROJECT TITLE: HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD	
DESIGNED/DRAWN BY: SRJ/KS	SHEET DESCRIPTION: OVERALL LAYOUT
CHECKED BY: SBD	
SCALE: H: 1" = 300'	
DATE: 08/08/2022	APPROVED BY:
	SHT NO: 12/123



WARNING:
OVERHEAD AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE AND OTHER UTILITIES MAY EXIST IN THE VICINITY OF THE PROJECT WHICH ARE NOT SHOWN ON THE PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES, IN THE VICINITY OF THE PROJECT, PRIOR TO BEGINNING CONSTRUCTION.


No.	DATE	REVISION	NAME



8/8/2022

SIRRUS
ENGINEERS, INC.
3100 TIMMONS LN. SUITE 500
HOUSTON, TX 77027
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT



PROJECT TITLE: HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD

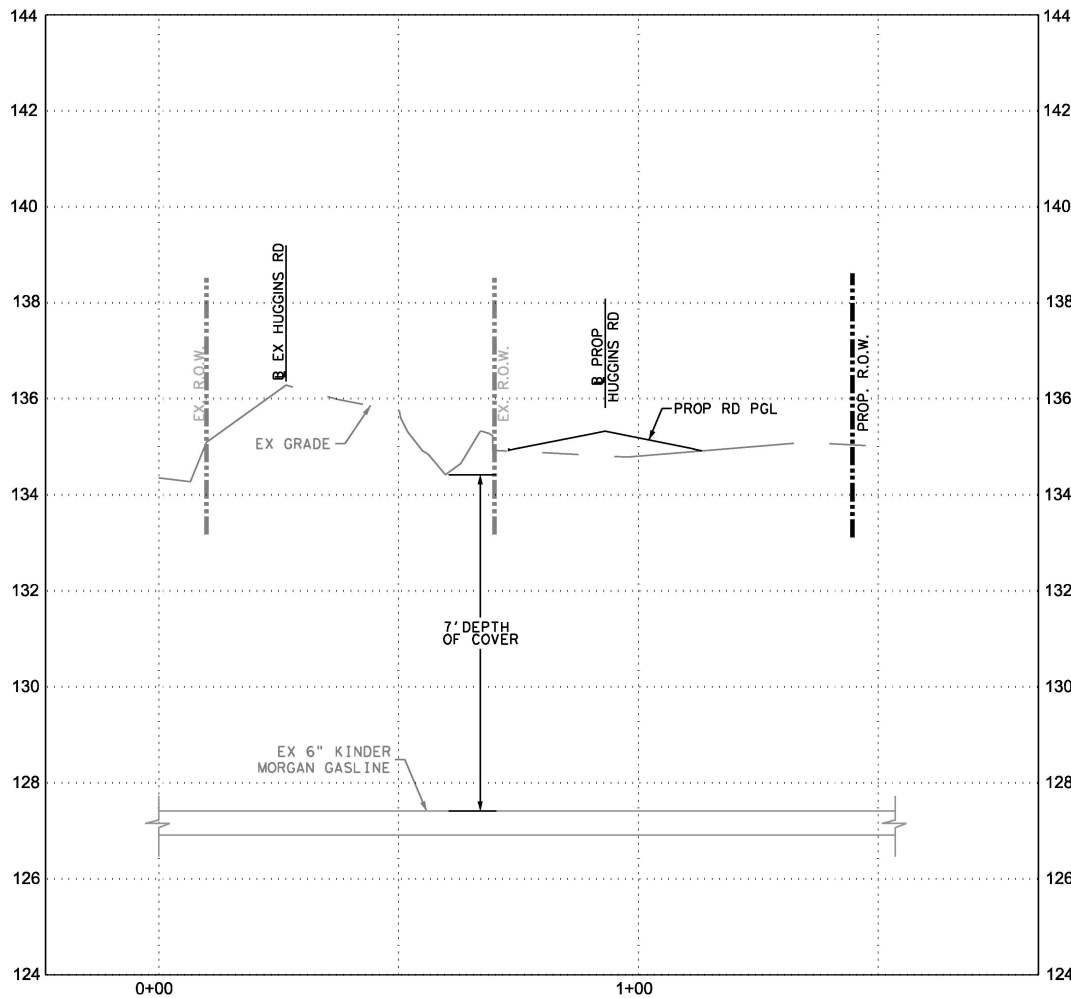
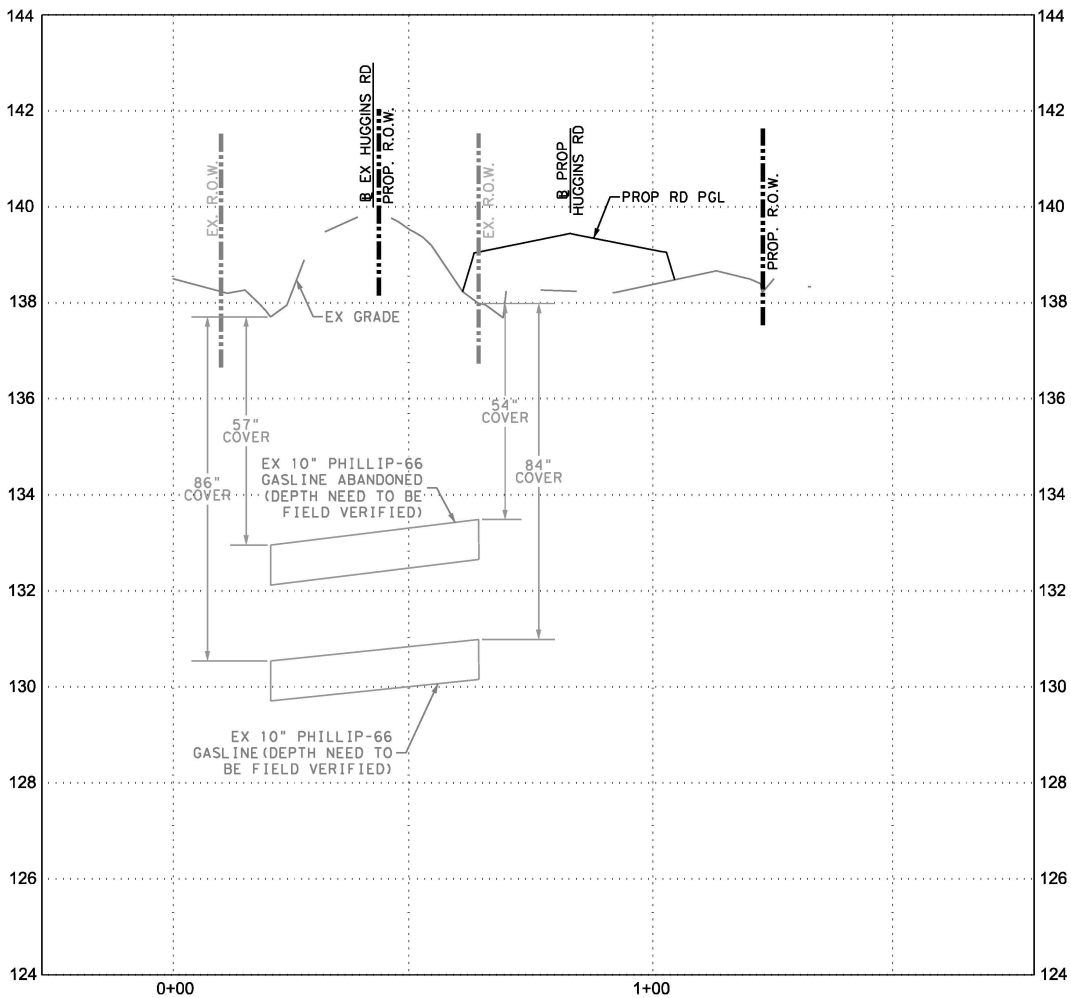
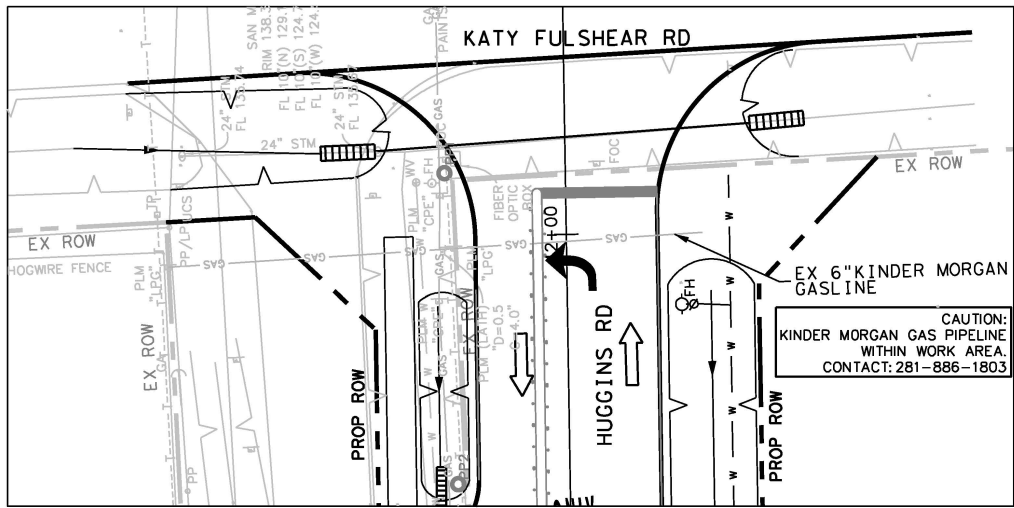
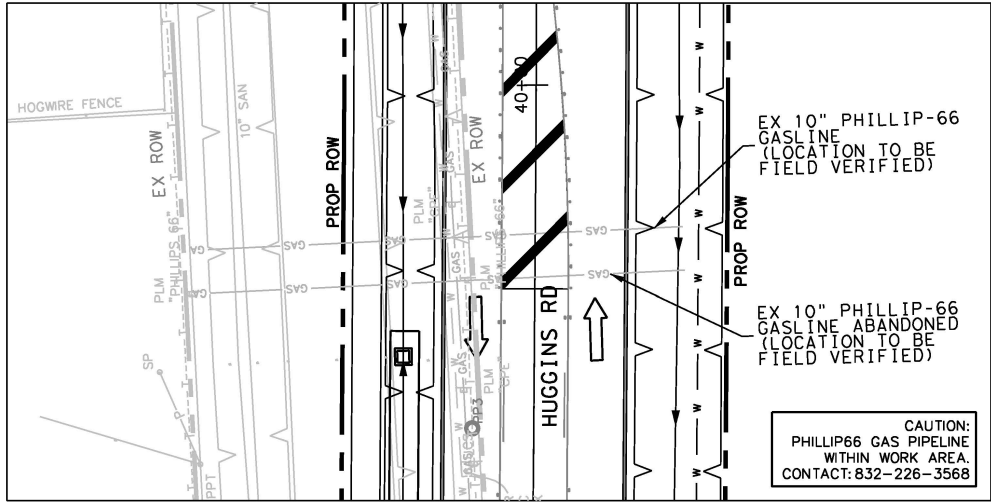
DESIGNED/DRAWN BY: SRJ/KS
CHECKED BY: SBD
DATE: 08/08/2022

SHEET DESCRIPTION: PLAN & PROFILE SHEET
STA 39+50 TO 44+00

SCALE: H: 1"=20'
V: 1"=2'


APPROVED BY:

SHT NO: 23/123




WARNING:
OVERHEAD AND UNDERGROUND UTILITIES MAY
EXIST IN THE VICINITY OF THIS PROJECT.
LOCATIONS SHOWN FOR EXISTING UTILITIES
ARE APPROXIMATE AND OTHER UTILITIES MAY
EXIST IN THE VICINITY OF THE PROJECT
WHICH ARE NOT SHOWN ON THE PLANS. IT IS
THE RESPONSIBILITY OF THE CONTRACTOR TO
VERIFY ALL EXISTING UTILITIES, IN THE
VICINITY OF THE PROJECT, PRIOR TO
BEGINNING CONSTRUCTION.

No.	DATE	REVISION	NAME

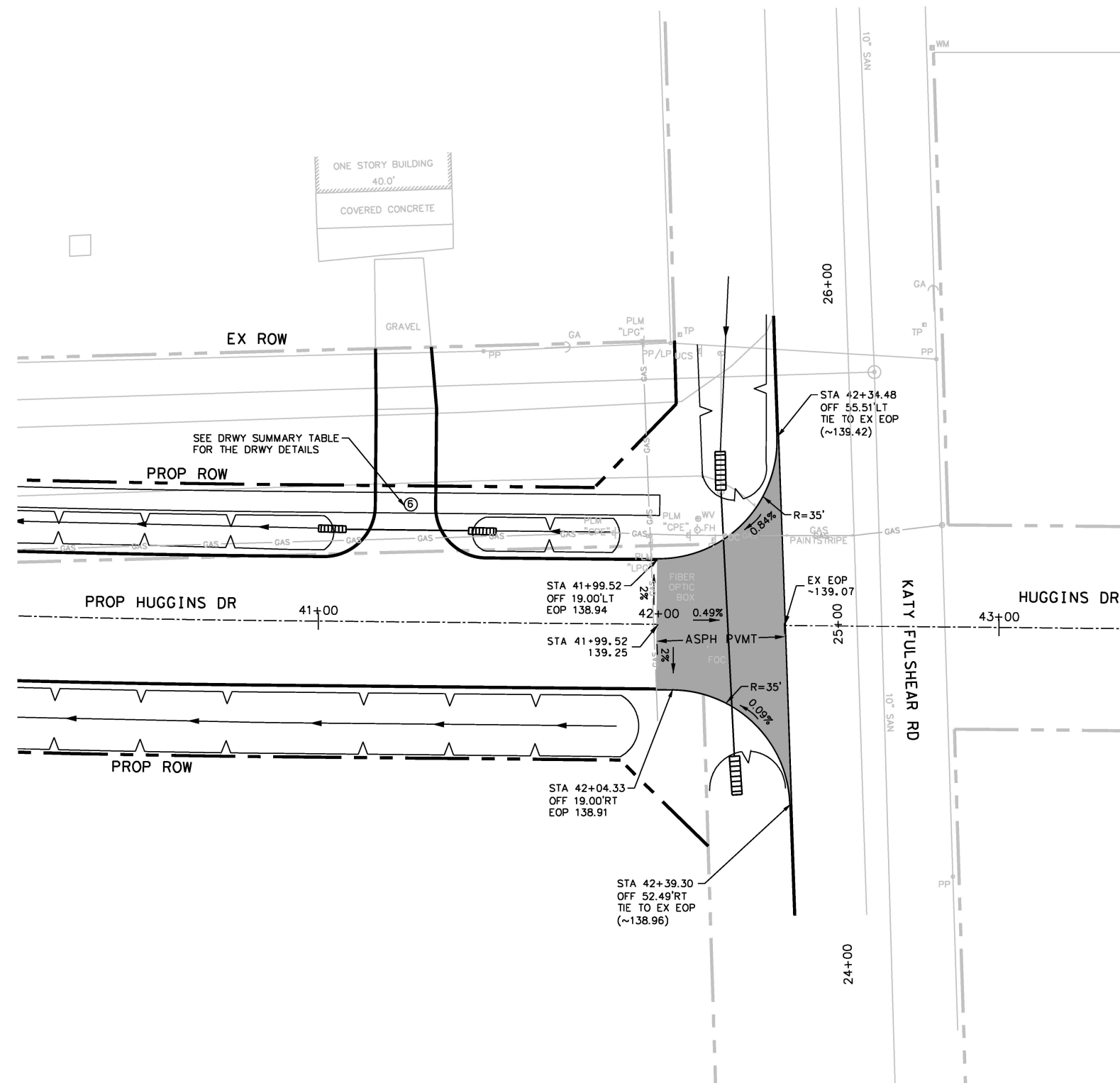
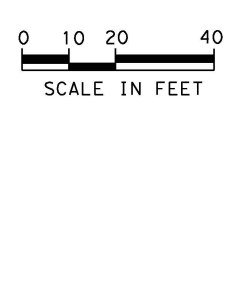


SIRRUS
ENGINEERS, INC.
3100 TIMMONS LN. SUITE 500
HOUSTON, TX 77027
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY ENGINEERING DEPARTMENT	
	
PROJECT TITLE: HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD	
DESIGNED/DRAWN BY: SRJ/KS	SHEET DESCRIPTION: GAS LINE PP
CHECKED BY: SBD	
SCALE: H: 1" = 20' V: 1" = 2'	
DATE: 08/08/2022	APPROVED BY:
SHT NO: 28 / 123	

\$DATE\$ \$TIME\$ \$FILES\$

\$DATE\$ \$TIME\$ \$FILES\$



WARNING:
OVERHEAD AND UNDERGROUND UTILITIES MAY
EXIST IN THE VICINITY OF THIS PROJECT.
LOCATIONS SHOWN FOR EXISTING UTILITIES
ARE APPROXIMATE AND OTHER UTILITIES MAY
EXIST IN THE VICINITY OF THE PROJECT
WHICH ARE NOT SHOWN ON THE PLANS. IT IS
THE RESPONSIBILITY OF THE CONTRACTOR TO
VERIFY ALL EXISTING UTILITIES, IN THE
VICINITY OF THE PROJECT, PRIOR TO
BEGINNING CONSTRUCTION.

No.	DATE	REVISION	NAME



8/8/2022
Sujeeeth B. Draksharay

SIRRUS
ENGINEERS, INC.
3100 TIMMONS LN, SUITE 500
HOUSTON, TX 77027
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT



PROJECT TITLE: HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD	
DESIGNED/DRAWN BY: SRJ/KS	SHEET DESCRIPTION: INTERSECTION GRADING
CHECKED BY: SBD	HOUSTON ST, DIXON ST
SCALE: 1" = 20'	& HUGGINS DRIVE
DATE: 08/08/2022	APPROVED BY:
SHT NO: 36 / 123	

EXHIBIT “B”

Estimate

KINDER MORGAN									
PROJECT NAME		CEM2301015 Copano LL2111011 - Casing extension at Huggins Drive							
MEETS GHG MATERIALITY	No			COMPANY NO.		2445			
COMPANY NAME	Copano NGL LLC			PREPARED BY		Gabriela Sanchez			
REQUESTED BY				ORIGINAL EST. DATE		02/15/23			
ESTIMATE NO.	CEM2301015			CONSTRUCTION CONTINGENCY		10%			
REVISION NO.	BASE			OVERHEAD		11.00%			
REVISION DATE				AFUDC RATE (Debt / Equity)		0.00%		0.00%	
PROJECT MANAGER	Lori Lawrence			TAX GROSS UP		0.00%			
STATE	Texas			PROJECT TYPE		Reimbursable			
COUNTY				IN-SERVICE		Sep-23			
				ESTIMATE ACCURACY LEVEL		Class 3			
Road Casing Extension SCOPE:		Existing Huggins Road is being realigned, shifting to the south of the existing roadway. Existing road is cased; Casing extension required							
Damage Prevention - Road Instal SCOPE:		Damage prevention during road construction							
ASSET CAPABILITIES: Vol @ ### psi									
Minimum		MMCFD		Minimum		Pressure			
Maximum		MMCFD		MAOP		psig			
				Normal Operating		psig			
				Delivery Pressure		psig			
ESTIMATE SUMMARY				Road Casing Extension	Damage Prevention - Road Instal	TOTAL			
MATERIAL (INCL SALES TAX)				\$ 13,700	\$ -	\$ 13,700			
COMPANY LABOR COST				\$ -	\$ -	\$ -			
PM, ENG, LAND, ENVIRO - EXPENSE				\$ 2,500	\$ -	\$ 2,500			
PRIMARY CONSTRUCTION CONTRACTOR				\$ 68,100	\$ -	\$ 68,100			
SECONDARY CONTRACTOR				\$ -	\$ -	\$ -			
PROFESSIONAL ENGINEERING				\$ 37,300	\$ -	\$ 37,300			
INSPECTION SERVICES				\$ 33,300	\$ 15,500	\$ 48,800			
RADIOGRAPHY SERVICES				\$ 900	\$ -	\$ 900			
ENVIRONMENTAL CONTRACTOR				\$ -	\$ -	\$ -			
ELECTRICAL & INSTRUMENTATION				\$ -	\$ -	\$ -			
RIGHT OF WAY CONTRACTOR				\$ 6,500	\$ -	\$ 6,500			
SURVEY CONTRACTOR				\$ -	\$ -	\$ -			
OUTSIDE LEGAL SERVICES				\$ -	\$ -	\$ -			
ROW & DAMAGES				\$ 15,000	\$ -	\$ 15,000			
PERMIT FEES				\$ -	\$ -	\$ -			
GAS LOSS				\$ -	\$ -	\$ -			
SUBTOTAL				\$ 177,300	\$ 15,500	\$ 192,800			
CONSTRUCTION CONTINGENCY				\$ 17,730	\$ 1,550	\$ 19,280			
AFUDC				\$ -	\$ -	\$ -			
SUBTOTAL				\$ 195,030	\$ 17,050	\$ 212,080			
CAPITALIZED OVERHEAD (BURDEN)				\$ 21,453	\$ 1,876	\$ 23,329			
TAX GROSS-UP				\$ -	\$ -	\$ -			
ESCALATION - MATERIAL				\$ -	\$ -	\$ -			
ESCALATION - OTHER				\$ -	\$ -	\$ -			
ESTIMATED TOTAL COST				\$ 216,483	\$ 18,926	\$ 235,409			
ESTIMATED TOTAL COST WITHOUT TAX GROSS-UP				\$ 216,483	\$ 18,926				
Price/Ton:									
(If Applicable) Escalated Price/Ton:									
Contingency:		10%	10%	10%	10%				
In-Service Date:		Sep-23	Sep-23	Sep-23	Sep-23				
ASSUMPTIONS									
Include (Yes/No)	Assumptions								
Yes	See Assumptions Tab	** Estimate shelf life is 6 months from published date.							
No									
No									
Revision									
Date		Notes		Approval		Name		Date	
				Project Manager					
				Project Manager Director					
				Project Controls					
				Vice President					
AUTHORITY LEVELS:				GHG SCOPE ASSUMPTIONS:			Escalation Rates $FV = PV(1+i)^n$		
< \$25,000,000 PM, PM Director, Project Controls							Material: 0.0%		
> \$25,000,000 PM, PM Director, Project Controls, VP							Other: 0.0%		
OSG MidStream Estimate Form Revision v10_8.3 01/19/23									