

First Amended and Restated Copano Facility Adjustment & Reimbursement Agreement

THIS FIRST AMENDED AND RESTATED COPANO FACILITY ADJUSTMENT & REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 30 day of April, 2025, by and between **Copano NGL Services (Markham), L.L.C.**, a Delaware limited liability company ("Copano"), with an office at 1001 Louisiana Street, Suite 1000 Houston, TX 77002, and **Fort Bend County, Texas** ("County"), a political subdivision of the state of Texas, whose address is 301 Jackson Street, Richmond, Texas 77469.

WHEREAS, Copano NGL Services (Markham), L.L.C. ("Copano") operates a 6-inch natural gas pipeline on behalf of Dow Hydrocarbons and Resources LLC (the "Pipeline") 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 referred to as the "Project," which will necessitate the extension of the existing pipeline casing of the DOW 6" KS Pipeline (Copano Facility") which is operated by Copano within a 30-foot wide right-of-way. The Project will be 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 Facility as described herein to allow for the construction of the Project.

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

WHEREAS, County and Copano previously entered into that certain Facility Adjustment & Reimbursement Agreement on or about January 14, 2025 (the "Reimbursement Agreement").

WHEREAS, by execution of this Agreement, County and Copano desire to amend, restate and replace the terms of the Reimbursement Agreement, in its entirety, as set forth in this Agreement.

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 extend the existing pipeline casing for a segment of its existing Copano Facility to accommodate the proposed Project in a manner that will be sufficient for both Copano and County, as depicted in the drawing attached hereto as Exhibit A, all hereinafter referred to as the "Work."
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 or 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 accordance with the instructions in Exhibit B, Prepayment Invoice.
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 Facility is 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 Facility 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, [for example, when it is determined that there are anomalies with the pipe (delete as necessary)], it may be necessary to excavate and expose its Copano Facility to make the necessary repairs or for other necessary maintenance or construction activities. It is therefore understood, agreed, and accepted by County that [adjust the following as necessary to fit the Project] 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. To the extent allowed by law, 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. To the extent allowed by law, 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. TO THE EXTENT ALLOWED BY LAW, 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 Facility because of the Project. In consideration of such consent, and to the extent allowed by law, 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.
14. This Agreement may be executed in multiple counterparts, each of which will be deemed an original for all intents and purposes.

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

Name

Title

FORT BEND COUNTY, TEXAS

By: _____
KP George, County Judge

ATTEST:

By: _____
Laura Richard, County Clerk

Exhibit A

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

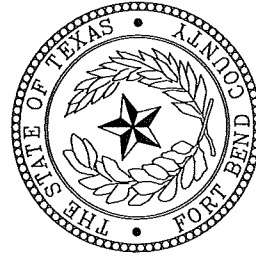
KP GEORGE
COUNTY JUDGE

ANDY MEYERS
COMMISSIONER

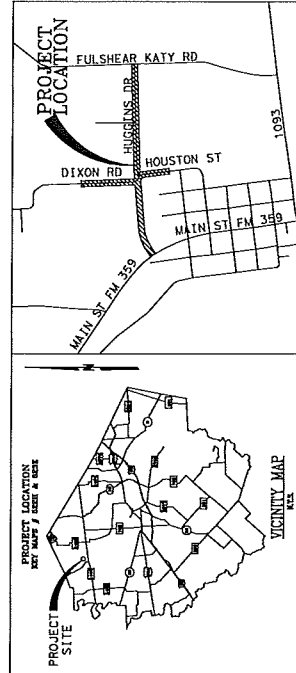
PRECINCT 3

KEN R. DeMERCHANT
COMMISSIONER

PRECINCT 4

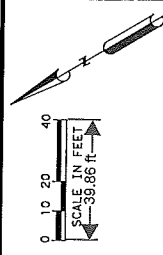


AUGUST/2022
PRECINCT 1
Fort Bend County, Texas



APPROVED: CITY OF FULSHEAR ENGINEER
CLIFF BROUHAARD, P.E., PTDC DATE

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

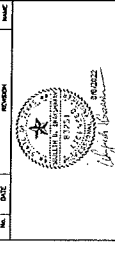


LEGEND

- EX TOP OF BANK
- EX R.O.W.
- PROP R.O.W.
- PROP ALIGNMENT
- PROP EDGE OF PAVEMENT
- ASPHALT PAVEMENT

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

NO.	DATE	REVISION

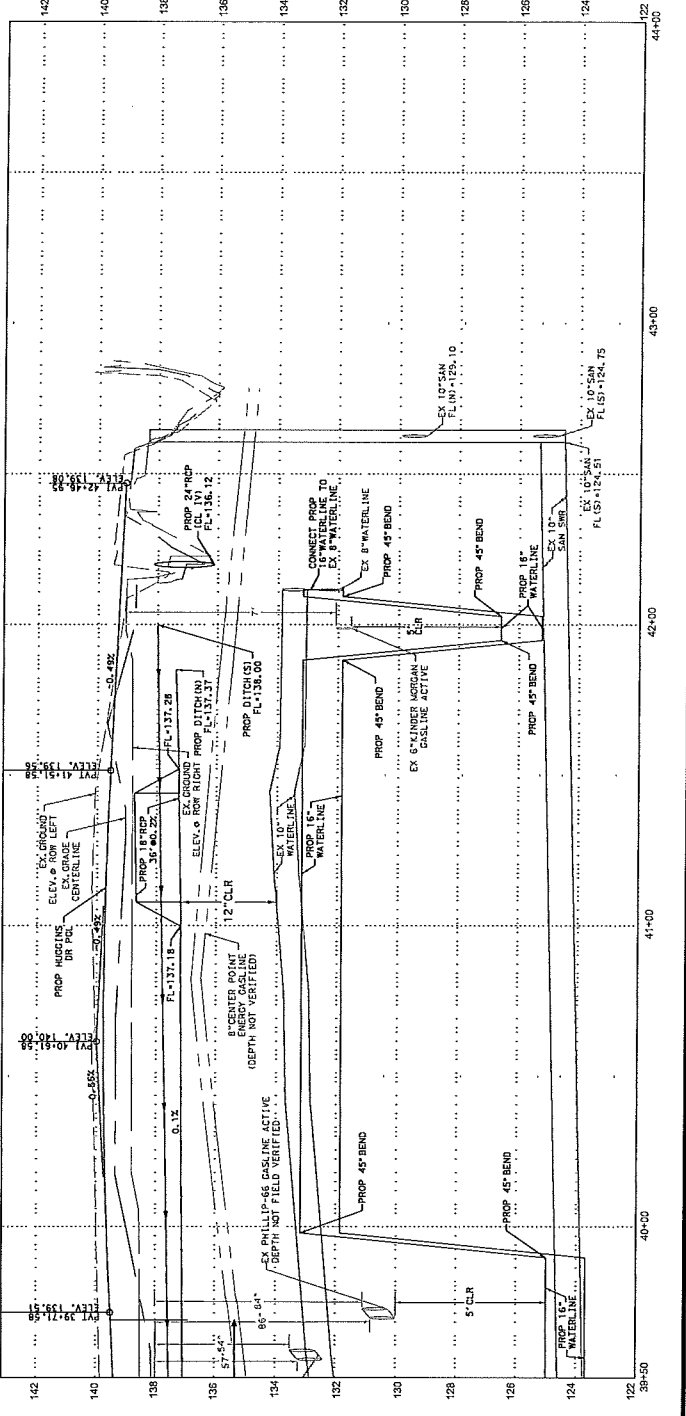
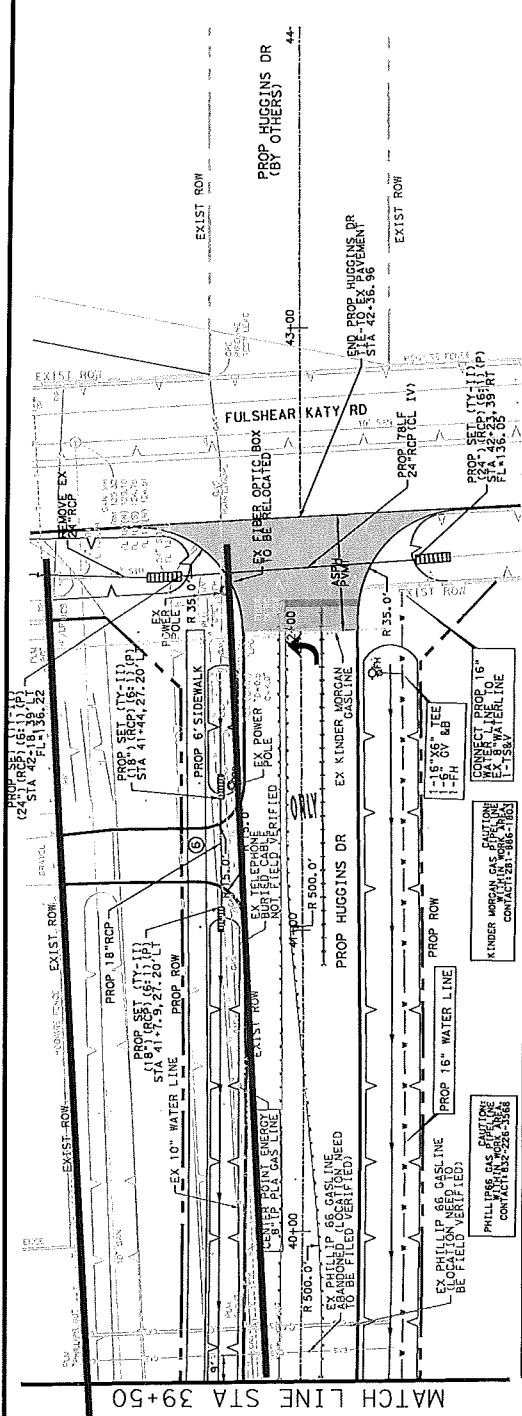


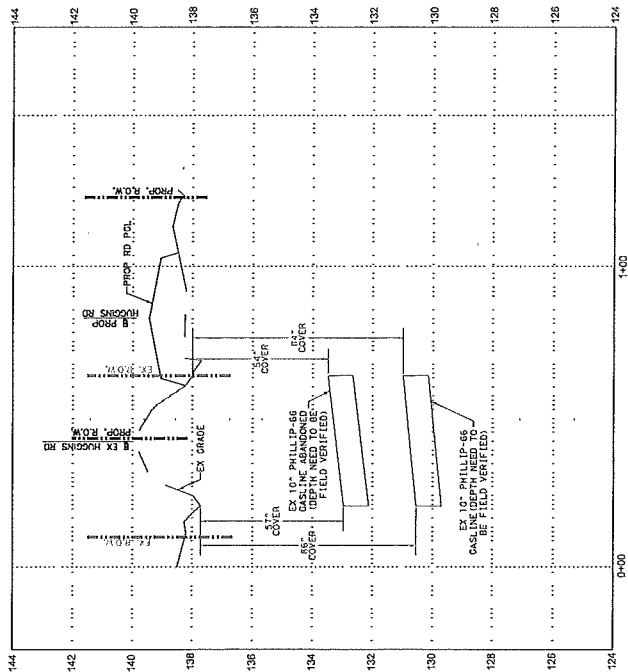
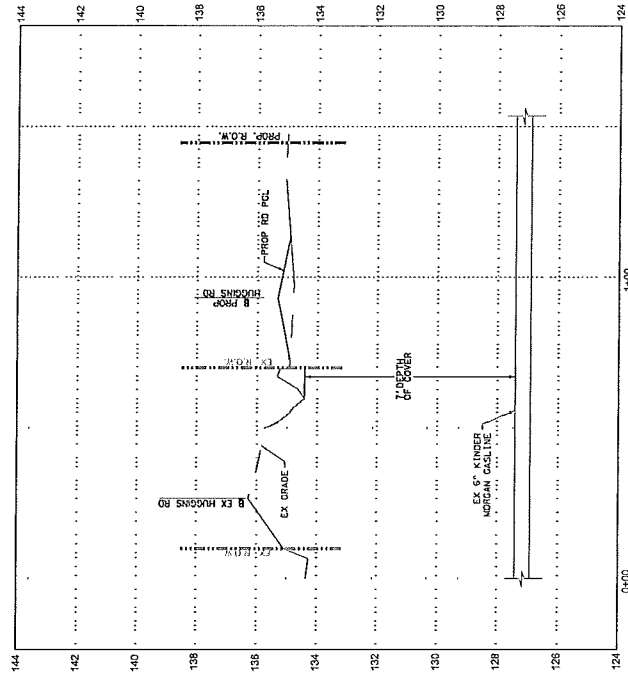
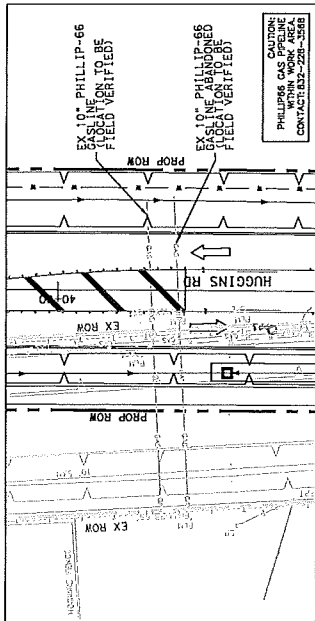
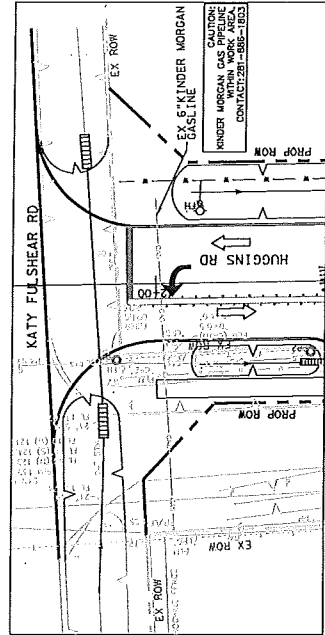
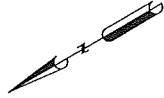
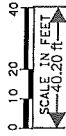
SIRRUS
ENGINEERS, INC.
3105 AUTUMN LN. SUITE 300
DALLAS, TEXAS 75244
TEAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT



PROJECT: HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD
SHEET NO. 580
SHEET TOTAL 580
DATE: 06/08/2022
PROJECT BY: [Signature]
DRAWN BY: [Signature]





WARNING: EXISTING AND UNDERGROUND UTILITIES MAY EXIST IN THE VICINITY OF THIS PROJECT. LOCATIONS SHOWN FOR EXISTING UTILITIES ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. LOCATIONS NOT SHOWN ON THE PLANS, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

NO.	DATE	REVISION



SIRRUS
ENGINEERS, INC.
3100 W. HUGGINS DRIVE FROM FM 359
TO FULSHEAR KATY ROAD
HOUSTON, TX 77057
TEXAS FIRM REGISTRATION NO. 5901

FORT BEND COUNTY
ENGINEERING DEPARTMENT



PROJECT: HUGGINS DRIVE FROM FM 359
TO FULSHEAR KATY ROAD
SHEET NO.: 28/123
DATE: 08/09/2022
PROJECT NO.: 28/123

Exhibit B

Meets GHG Materiality? ☐**Project Estimate Package Transmittal Letter****Project Name:** CEM2301015 Copano LL2111011 - Casing extension at Huggins Drive**Estimate Number:** CEM2301015**Date:** 2/15/2023**Revision Number:** BASE**LEVEL:** Screening Level: _____ Developmental Level: _____ AFE level: _____**Estimate Total:** \$ 235,409**Project Manager:** Lori Lawrence**Project Sponsor:****Notes:** *Estimate shelf life is 6 months from published date.***GHG Details:** 0**Includes:** SCOPE: _____ ESTIMATE: _____ SCHEDULE: _____ SKETCH: _____**Form:** OSG MidStream Estimate Form Revision v10_8.3 01/19/23**File Path:** \\houdata2v\dataae\Project Estimating\2023 Estimates\MIDSTM\CEM2301015 Copano LL2111011 - Casing extension at Huggins Drive\Estimates\CEM2301015 Copano LL2111011 - Casing extension at Huggins Drive (version 1).xlsb]Summary

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		Pressure	
Minimum	MMCFD	Minimum	psig
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
No	
No	** Estimate shelf life is 6 months from published date.

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



COPANO NGL SERVICES LLC (2443)

TAX ID 76-0380342

Prepayment Invoice

Fort Bend County
301 Jackson, 4th Floor
Richmond, TX 77469

Attn: Jillian Peterson

Invoice Number: PPCP04152025

Invoice Date: 4/15/2025

Payment Terms: Due Upon Receipt

Agreement Number: TBD

Customer Number: TBD

Copano is to extend the existing casing at Huggins Road, due to the Huggins Road Widening. Refer to Estimate CEM2301015 Copano LL2111011

Prepayment due for existing casing at Huggins Rd. \$ 235,409.00

Total Prepayment Due from Fort Bend County	\$ 235,409.00
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Please Remit Payment To:

Account Name: CPNO Services LLC
Account Number: 2168 56762
Bank Name: JPMORGAN CHASE
ACH Routing: 111 000 614
Wire Routing: 021 000 021
SWIFT Code: CHASUS33

Courier Address: JPMORGAN CHASE (TX1-0029)
ATTN: COPANO NGL SERVICES LLC
14800 FRYE ROAD, 2ND FLOOR
FT WORTH, TX 76155

Please reference the invoice number on your remittance.

Thank You!

Project Manager - Encroachments Lori Lawrence
Lori_Lawrence@kindermorgan.com

KM Billing Manager Debbie Reasbeck
Deborah_Reasbeck@kindermorgan.com
