### 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 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 itor 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 liabilitity 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, 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: Alla Richard County Clork

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## **Exhibit A**

# 100% SUBMITTAL

# FORT BEND COUNTY ENGINEERING DEPARTMENT

# HUGGINS DRIVE FROM FM 359 TO FULSHEAR KATY ROAD

13313 PROJECT NO.

VINCENT M. MORALES, JR.

GRADY PRESTAGE PRECINCT 2

PROJECT LOCATION

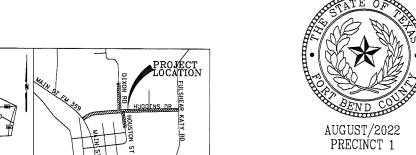
KP GEORGE

ANDY MEYERS

PRECINCT 3

KEN R. DeMERCHANT

PRECINCT 4





Fort Bend County, Texas

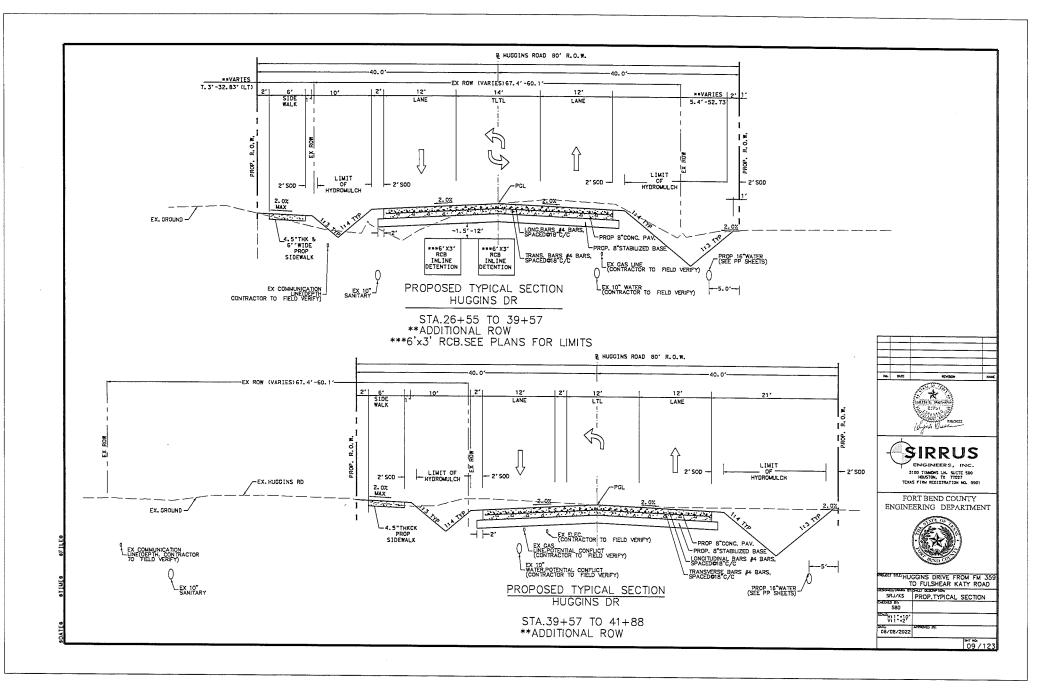


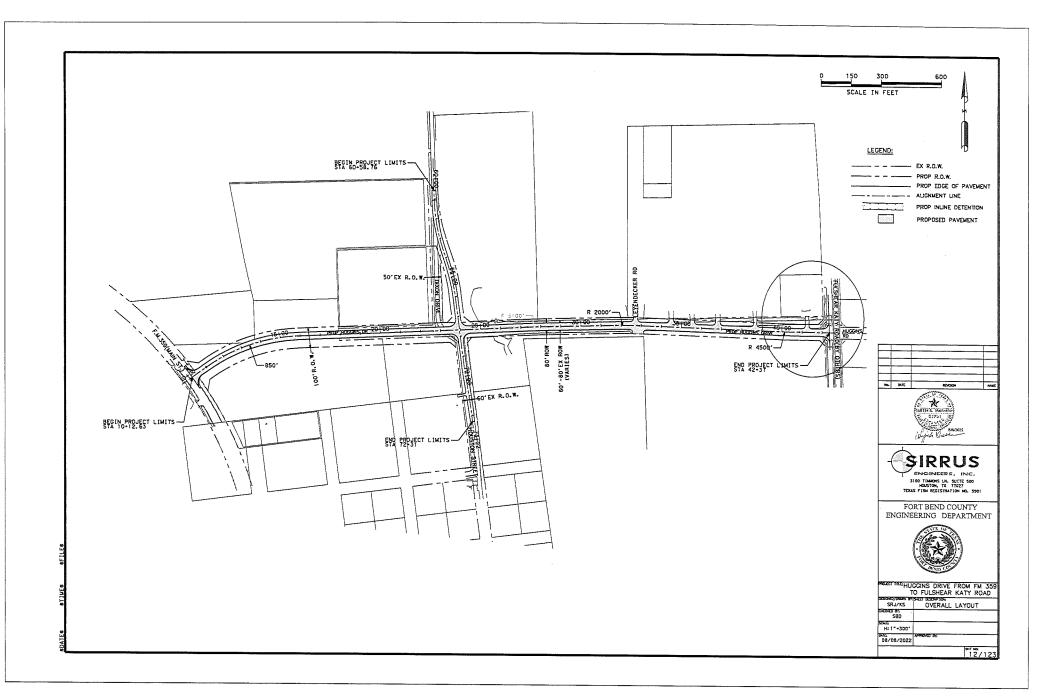


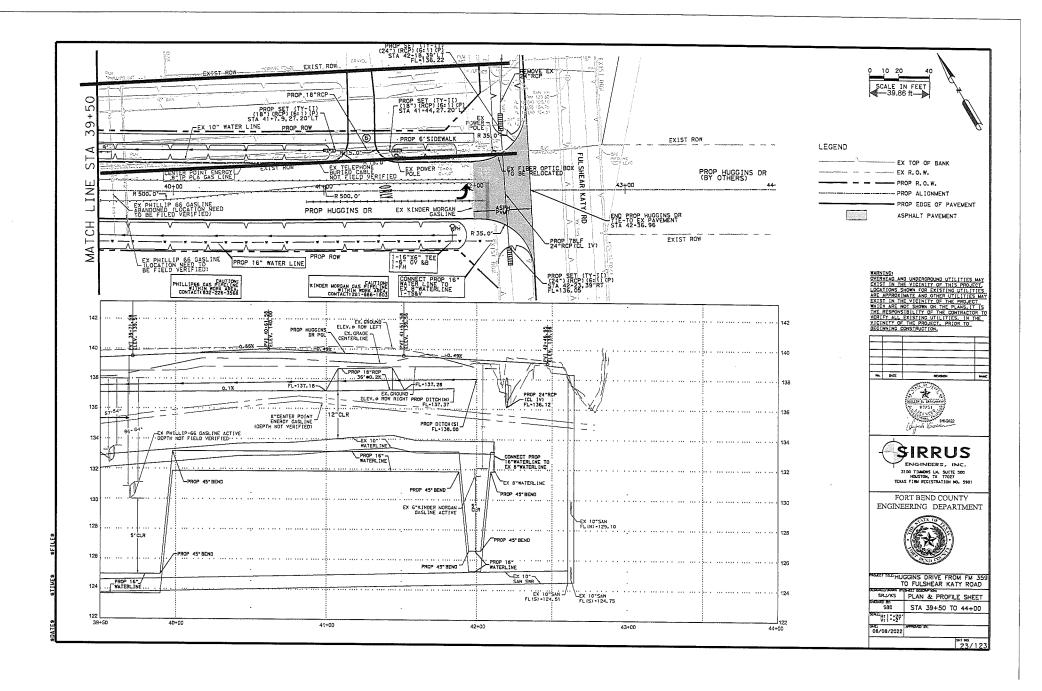
CITY OF FULSHEAR ENGINEER CLIFF BROWHARD, P.E., PTOE

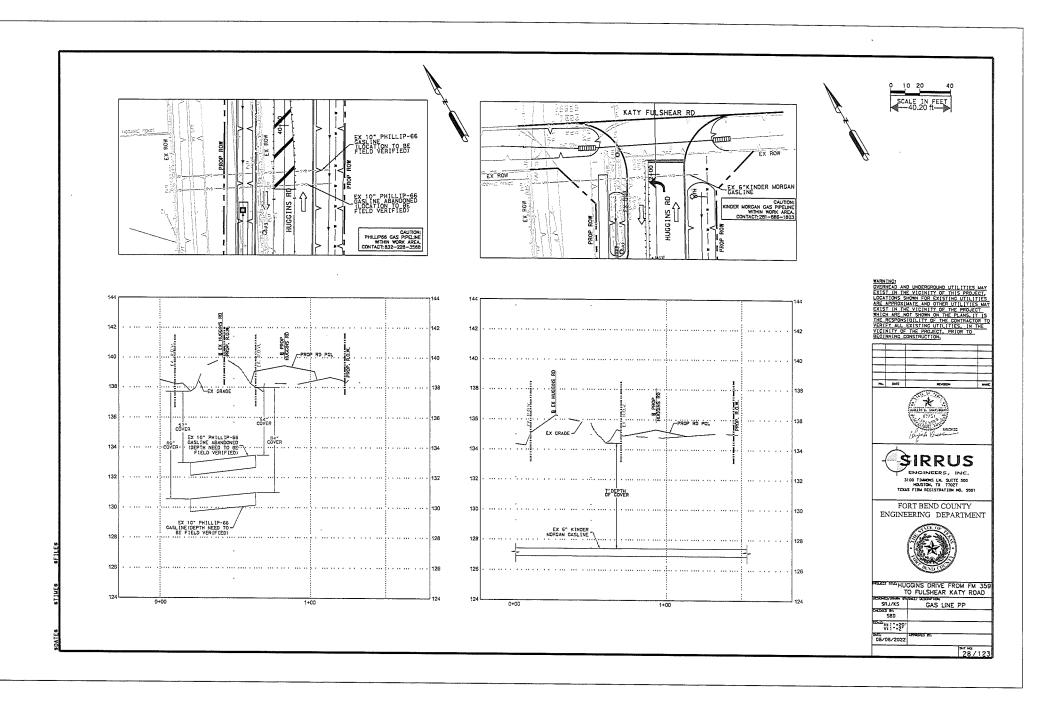
COUNTY ENGINEER
J. STACY SLAWINSKI, P.E. DATE

FBCED, STANDARD 01









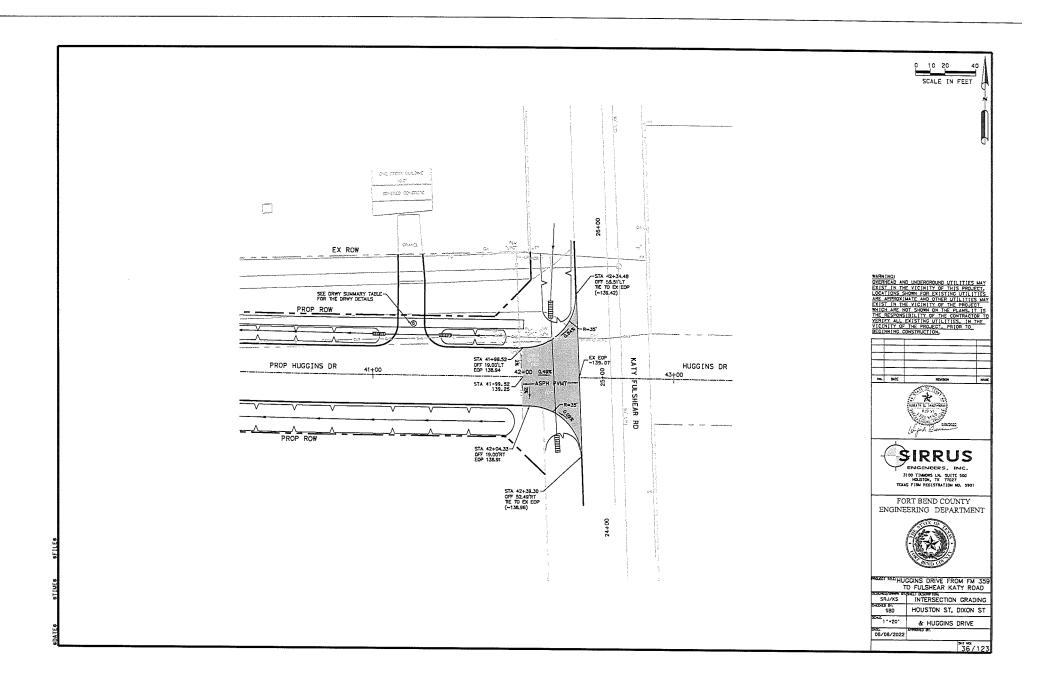


Exhibit B

Meets GHG Materiality?										
,	Project Estimate Package Transmittal Letter									
Project Name:	CEM2301015 Copano LL2111011 - Casing extension at Huggins Drive									
Estimate Number: Date: Revision Number:	CEM2301015 2/15/2023 BASE									
LEVEL:	Screening Lev	el:		Developmental Level:	AFE level:					
Estimate Total:	\$ 23!	5,409								
Project Manager:	Lori Lawrence									
Project Sponsor:										
Notes:	Estimate shelf life is 6 months from published dote.									
GHG Details:		0								
Includes:	SO	OPE:	ESTIMATE:	SCHEDULE:	SKETCH:					
File Path:	\\houdata2v\data	e\Project Estimating		STM\CEM2301015 Copano LL211101 extension at Huggins Drive (version 1						

PROJECT NAME	CEM2301015 Copano LL2111011 - C	KINDER MO					
MEETS GHG MATERIALITY	No	asing extension a	at Huggins Drive	COMPANY NO		2445	
1		4					
COMPANY NAME	Copano NGL LLC	PREPARED BY ORIGINAL EST. DATE			100.00		
REQUESTED BY	CEM2301015	-	201				
ESTIMATE NO.	BASE	4	CON				
REVISION NO.	DAGL	OVERHEA					
REVISION DATE	Lori Lauranaa	AFUDC RATE (Debt / Equity					
PROJECT MANAGER	Lori Lawrence Texas		TAX GROSS U PROJECT TYP				
STATE	$\dashv$						
COUNTY		_	_				
			E	Class 3			
Road Casing Extension SCOPE:  Damage Prevention - Road Instal SCOPE:	Existing Huggins Road is being realigned  Damage prevention during road constructions		n of the existing road	dway. Existing road is cased; Ca	asing extension requi	red	
L							
AS				***********	essure		
Minimum		Minimur			psig		
Maximum	Maximum MMCFD			MAOR			
			Normal Operating Delivery Pressure				
					Damage		
ESTIMAT	E SUMMARY			Road Casing Extension	Prevention - Road	TOTAL	
	MATERIAL (INCL SALES TAX)			\$ 13,700		\$ 13,700	
	COMPANY LABOR COST			\$ -	\$ -		
	PM, ENG, LAND, ENVIRO - EXPENSE			\$ 2,500	1	\$ - 2,500	
DDI	MARY CONSTRUCTION CONTRACTOR						
PNI	SECONDARY CONTRACTOR	i i			(	\$ 68,100	
				\$ -	*	\$ -	
	PROFESSIONAL ENGINEERING			\$ 37,300	\$ -	\$ 37,300	
	INSPECTION SERVICES RADIOGRAPHY SERVICES			\$ 33,300	\$ 15,500	\$ 48,800	
			\$ 900		\$ 900		
	1		\$ -	\$ -	\$ -		
		i	\$ -	\$ -	\$ -		
			\$ 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		
			\$ 17,730	\$ 1,550	\$ 19,280		
	AFUDC			\$ -	\$ -	\$ -	
	SUBTOTAL			\$ 195,030	\$ 17,050	\$ 212,080	
			\$ 21,453	\$ 1,876	\$ 23,329		
	TAX GROSS-UP				\$ -	\$ -	
			-	\$ -			
			-	\$ -	\$ -		
			\$ 216,483		\$ 235,409		
ESTIMATED TO	ESTIMATED TOTAL COST ESTIMATED TOTAL COST WITHOUT TAX GROSS-UP			\$ 216,483			
ASSUMPTIONS ASSUMPTIONS	Price/Ton: (If Applicable) Escalated Price/Ton: Contingency: In-Service Date:	10% Sep-23	10% Sep-23	10% Sep-23	10% Sep-23		
Include Ofee (Ne)							
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Revision	Date Not	es		Approval	Name	Date	
				oject Manager			
				Manager Director			
				oject Controls			
			Vi	ice President			
AUTHORITY LEVELS:		GHG SCOPE ASSU	IMPTIONS:		Escalation Ra	tes FV=PV(1+i) <sup>n</sup>	
< \$25,000,000 P	M, PM Director, Project Controls		,		Material:	0.0%	
> \$25,000,000 P	M, PM Director, Project Controls, VP				Other:	0.0%	
SG MidStream Estimate Form Revisio	n 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

#### Please Remit Payment To:

Account Name: CPNO Services LLC Account Number: 2168 56762 Bank Name: JPMORGAN CHASE ACH Routing: 111 000 614

Wire 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