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STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement")** is entered into this 12th day of December, 2023, by and between Targa Downstream, LLC, ("**TARGA**"), and Chambers County, Texas, a Texas political subdivision ("**County**") (TARGA and County collectively referred to herein as the "parties" and each individually as a "party").

WITNESSETH:

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 381 of the Texas Local Government Code ("**Chapter 381**") the County Commissioners Court of Chambers County, Texas ("**County Commissioners Court**") has the authority to develop and administer a program for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation, provided the execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211 of Chapter 312 of the Texas Tax Code ("**Chapter 312**"), as if the County Commissioners Court were a governing body of a municipality; and

WHEREAS, on the 26th day of March 2019, the County Commissioners Court adopted a Chapter 381 Economic Development Policy ("**Chapter 381 Policy**"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 381, a copy of which is attached as **Exhibit A**; and

WHEREAS, on the 26th day of April 2022, the County Commissioners Court adopted an Economic Development Policy ("**Chapter 312 Policy**"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 312, a copy of which is attached as **Exhibit A-1**; and

WHEREAS, on the 28th day of August 2018, TARGA submitted a proposal for tax abatement (the "**Tax Abatement Proposal**", a copy of which is attached as **Exhibit B**), in accordance with County policy; and

WHEREAS, the proposed project, originally scheduled to commence construction in 2020, was delayed due to the COVID Pandemic; and

WHEREAS, on the 26th day of October 2022, TARGA resubmitted the Tax Abatement Proposal; and

WHEREAS, on the 26th day of October 2022, the County reapproved the Tax Abatement Proposal in accordance with County policy; and

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WHEREAS, TARGA plans to construct substantial improvements to real property within the City of Mont Belvieu Targa Reinvestment Zone (**"Reinvestment Zone"**) designated by Resolution by the City of Mont Belvieu City Council, Ordinance No. 2023-026, a copy of which is attached as **Exhibit C**. TARGA 's project will constitute a major economic investment in the County and the surrounding community and will encourage the development of primary employment within the County and is hereinafter referred to as **Fractionation Facility #9**; and

WHEREAS, the County recognizes the positive economic impact Fractionation Facility #9 will have on the community and desires to offer economic development incentives to TARGA to develop the project in the form of a tax abatement of *ad valorem* property taxes; and

WHEREAS, the County finds that the terms of this Agreement and the development of Fractionation Facility #9 promote economic development in the County and, as such, satisfies requirements of the Chapter 381 Policy, is feasible and practical and would benefit the County after expiration of this Agreement; and

WHEREAS, TARGA recognizes the significance of its development and construction of substantial improvements to real property within the County and its potential impact and effect on the County's public infrastructure and transportation for which the County must consider in connection with this Agreement; and

WHEREAS, TARGA desires to make a monetary contribution of financial resources to the County to be applied toward capital expenditures for infrastructure projects of community-wide impact and significance in an effort to offset or otherwise mitigate the impact of Fractionation Facility #9 on the County's infrastructure and local transportation system, including the abandonment of Cedar Hill Drive, and to encourage the continued development and expansion of amenities within the County that directly serves the local taxpayer and benefits the surrounding community at large; and

NOW, **THEREFORE**, the County, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the expansion of primary employment, the attraction of major investment in the County, increased payroll that contributes to the economic development of the County and enhancement of the tax base in the County, and certain Chapter 381 Payments and PILOT Payments as defined in this Agreement, and TARGA , for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Section 381.004 of Chapter 381, hereby contract, covenant, and agree as follows:

Section 1. Definitions

For purposes of this Agreement, when not inconsistent with context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Agreement shall be given their

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common and ordinary meaning. The following capitalized terms shall have the meanings ascribed to them:

"**Affiliate**" shall mean any Person directly or indirectly controlling, controlled by, or under common control with TARGA. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

"**Construction Phase**" means a material and substantial improvement of the Premises which represents a separate and distinct construction operation undertaken for the purpose of constructing Fractionation Facility #9. The period of Construction Phase ends when Fractionation Facility #9 is substantially completed and consistent with Section 6.

"**Eligible Property Value**" shall mean, with respect to each calendar year, the fair market value of Fractionation Facility #9 including all buildings, structures, fixed machinery and equipment, site improvements, office space, and related fixed improvements on the tax rolls of the Chambers County Appraisal District as of such calendar year.

"**Financing Party**" shall mean the lenders, security holders, investors, equity providers, and others providing financing or refinancing to or on behalf of TARGA, for the development, construction, ownership, operation, or maintenance of Fractionation Facility #9 or any portion thereof, or any trustee or agent acting on behalf of any of the foregoing.

"**Force Majeure**" shall mean, without limitation, Acts of God or the public enemy, war, terrorism, criminal acts by unrelated third parties, riot, civil commotion, insurrection, governmental or de facto governmental action, fire, explosions, floods, strikes, adverse weather, pandemic, or any other extraordinary event beyond the control of TARGA or an Affiliate (including, without limitation, broad based extraordinary economic events) that makes it reasonably impracticable to accomplish a desired objective.

"**Ineligible Property Value**" shall mean, for each calendar year, the value as listed on the tax rolls of the Chambers County Appraisal District of the following: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; watercraft; aircraft; housing; deferred maintenance investments; any improvements which are not integral to the operation of the facility; property which has an economic life of less than 15 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas.

“Infrastructure Payment” shall mean one or more payments totaling in the aggregate an amount equal to ONE MILLION DOLLARS and NO/100 ($1,000,000.00) made by TARGA to the County as a monetary contribution of financial resources to

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the County to be applied toward capital expenditures for an Infrastructure Project as contemplated by this Agreement.

“Infrastructure Payment Date” shall mean March 31, 2024, and March 31, 2025.

“Infrastructure Project” shall mean or otherwise include one or more of the following projects:

a. County Park Improvements; or

b. Industrial Intermodal Support Infrastructure.

"**Payment Deadline**" shall mean, with respect to each Chapter 381 Payment and Chambers County School Equalization District PILOT Payment, January 31st of the year immediately following the calendar year in which an abatement under Section 4 of this Agreement is granted.

"**Permanent Employee**" shall mean a person whose employment is both permanent and full-time as reflected in the applicable payroll system of TARGA, or an entity controlled by or under common control with TARGA who is expected or scheduled to work at least 1,800 hours in a twelve-month period as an employee at the Fractionation Facility #9.

"**Person**" shall mean an individual or a corporation, partnership, trust, estate, unincorporated organization, association, or other entity.

"**Premises**" shall mean all that parcel of land to be owned by TARGA as hereinafter described in **Exhibit C** attached hereto.

"**Undocumented Worker**" means an individual who, at the time of employment by TARGA, is not: (i) lawfully admitted for permanent residence to the United States, or (ii) authorized under law to be employed in that manner in the United States.

Section 2. General Provisions

A. **County Authorization**. This Agreement was authorized by the County Commissioners Court and was approved by the affirmative vote of a majority of the County Commissioners Court at its regularly scheduled County Commissioners Court meeting on the 12th day of December, 2023, authorizing the County Judge to execute this Agreement on behalf of the County. The County’s execution of this Agreement is authorized by Chapter 381 and constitutes a valid and binding obligation of the County.

B. **TARGA Authorization**. The undersigned officers of TARGA have authority to execute this Agreement on behalf of the TARGA.

C. **Compliance**. The parties intend for this Agreement to comply with Chapter 381 and, to the extent practicable, Sections 312.204, 312.205, and 312.211 of

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Chapter 312. The County has determined that this Agreement satisfies all requirements for tax abatement set forth in the Chapter 381 Policy. To the extent that this Agreement deviates from a requirement of the Chapter 381 Policy, the County hereby grants TARGA a variance from such deviation.

D. **Tax Increment Financing**. The County represents that the abatements provided by this Agreement will not be diminished or otherwise jeopardized by tax increment financing arrangements in the County, if any.

E. **Ownership of Premises**. The Premises will be owned by TARGA or a TARGA Affiliate, and in no event shall be owned by any member of the County Commissioners Court.

Section 3. Permitting

The County shall use its best efforts to expedite processing of any permits, re-zoning requests, licenses, or other approvals associated with the construction and development of Fractionation Facility #9.

Section 4. Tax Abatement

The County hereby grants to TARGA a tax abatement with respect to Fractionation Facility #9 . The tax abatement shall begin on January 1, 2025 and shall continue for ten years.

In each year of this ten-year period, the tax abatement shall equal one hundred percent (100%) of the County Property Tax (including all general, I&S and road and bridge ad valorem taxes of the County) imposed on the Eligible Property Value.

In each year of this ten-year period, the tax abatement shall equal one hundred percent (100%) of the property taxes imposed on the Eligible Property Value by the Chambers County School Equalization District.

Section 5. TARGA Payments to County

For each year in which TARGA receives tax abatement under Section 4, TARGA agrees to tender to the County, on or prior to the Payment Deadline or otherwise stipulated, all payments due under this Agreement by check or other mechanism acceptable to County. Such payments shall include the following:

A. Chapter 381 **PILOT** Payments**.** Chapter 381 Payments shall mean for calendar years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033 and 2034, a payment from TARGA to County equal to fifty percent (50%) of the County Property Tax abated pursuant to this Agreement (**Exhibit D**).

B. **Chapter 381 Community Impact Program Contribution (CIPC).** The CIPC shall equal 3.00% of the tax savings derived from the County Property Tax abated each year pursuant to this Agreement. The CIPC is intended to foster

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public-private investment in comprehensive literacy programs, promotion of the arts, public health, and an array of targeted civic infrastructure which supports economic and community development. This contribution is provided for in Sections 381.004(b) and 381.004(c) of the Texas Local Government Code.

C. **Chapter 381 Administration Fee.** The Administration Fee shall equal 0.625% of the Chapter 381 Payment for each calendar year cited in Section 5.A. This fee is considered payment for Chapter 381 administrative services as provided for in Section 381.004(c) of the Texas Local Government Code.

D. **Chambers County School Equalization District Payment in Lieu of Tax (CCSED PILOT).** The CCSED PILOT Payment shall equal one hundred percent (100%) of the CCSED Tax abated each year pursuant to this Agreement.

E. **Infrastructure Payment.** Upon the execution of this Agreement, TARGA agrees to tender Infrastructure Payments to the County no later than the specified Chapter 381 Infrastructure Payment Dates. TARGA shall have the right to prepay at any time and in any amount all or any part of the Infrastructure Payment without penalty. In furtherance of the development and administration of the Economic Development Program, the County shall apply the Infrastructure Payment (i) directly to the costs associated with any Infrastructure Project, or (ii) toward the reduction of debt service associated with bonds issued for any Infrastructure Project as that term is defined herein.

Section 6. Covenants

A. **Construction Covenant**. TARGA or a TARGA Affiliate covenant to substantially complete, or cause to be substantially completed, construction of Fractionation Facility #9 on or before December 30, 2024 ("**Construction Covenant**"), provided that TARGA or a TARGA Affiliate shall have such additional time as may be required by the effects of Force Majeure.

B. **Operation Covenant**. TARGA or a TARGA Affiliate shall operate Fractionation Facility #9 in accordance with prudent industry standards and applicable law (unless prevented by Force Majeure) and in a manner that is consistent with the general purpose of encouraging development within the Reinvestment Zone.

C. **Property Tax Covenant.** Throughout the term of this Agreement, TARGA shall timely pay all property taxes imposed by the County on Ineligible Property Value; provided that TARGA shall have the right to contest in good faith the validity or application of any such property tax assessment and shall not be considered in default hereunder so long as such contest is diligently pursued to completion.

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D. **Management Change Notice Covenant**. During the term of this Agreement, TARGA shall notify the County in writing of any change of the Fractionation Facility #9 Operations Manager within thirty (30) days of such change.

E. **Best Efforts to Increase Local Employment Covenant.** TARGA represents and agrees that the agreed to construction and operation of Fractionation Facility #9 will stimulate employment and the local economy. To this end, TARGA represents and agrees that:

a. TARGA represents and agrees that commencing at the time the Fractionation Facility #9 is fully operational, reasonably expected by December 30, 2024, at least twelve (12) Permanent Employee positions will be created at Fractionation Facility #9 and maintained throughout the abatement term.

b. TARGA represents and agrees it will use commercially reasonable good faith efforts to fill these jobs directly or indirectly with residents of Chambers County, with the goal that approximately twenty-five percent (25%) of the Permanent Employee positions referenced above will be offered to or filled by residents of Chambers County.

c. TARGA represents and agrees that these will be truly "new jobs" for Chambers County and does not expect that Fractionation Facility #9 will solely or primarily have the effect of transferring employment from one part of Chambers County to another.

d. TARGA agrees to make every commercially reasonable effort to use local resources in employees, goods, and services at the facility, so long as the local goods and services are comparable in quality, specifications, and price (including, for example, standards for bonding capacity, financial and staffing capacity, expertise and experience, integrity, and reliability, etc.).

e. In compliance with Texas Government Code, Section 2264.001 *et seq*., TARGA hereby certifies that it does not and shall not knowingly employ an Undocumented Worker for any purpose related to this Agreement. If, after receiving the benefits of this Agreement, TARGA (or any branch, division, or department thereof) is convicted of a violation under 8 U.S.C. Section 1324a(f), TARGA shall repay all taxes previously abated by virtue of this Agreement with interest at the rate of three percent (3%) *per annum*, not later than the 120th day after the date on which the County notifies TARGA of a violation of this Section 6, (E).

F. **Good Neighbor Covenant.** TARGA or a TARGA Affiliate represent and agree that the planned use of the Fractionation Facility #9 and Premises will not constitute a hazard to public safety, health, or morals and provide for adequate buffer zones to holistically protect the quality of life of Chambers County residents.

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Section 7. Records and Audits

A. **Annual Certification**. Not later than January 31 of each year during the term of the tax abatement, TARGA shall submit to the County a certification from TARGA as to the conditions and covenants set forth in Section 6, provided that once the Construction Covenant is met, no further certification shall be required with respect to the Construction Covenant.

B. **County Access to Premises**. For the sole purpose of verifying TARGA's annual certification, County employees or representatives shall have reasonable access to the Premises during the term of this Agreement. The County shall give prior notice to TARGA and TARGA employees shall have the right to accompany County employees. While on the Premises, County employees shall follow TARGA safety policies and not interfere with TARGA operations. The County shall keep all information obtained while on the Premises confidential and shall execute a commercially reasonable form of confidentiality agreement drafted by TARGA before entering the Premises.

C. **Confidentiality**. Because of the highly competitive nature of the industry in which TARGA does business, the County agrees that the reports which TARGA is required to submit may contain information which TARGA considers to be valuable proprietary information. As such, the County agrees to keep any and all reports provided by TARGA and any records reflecting information obtained while on the Premises as confidential information to the extent the documents are not public information under the Public Information Act, Chapter 552 of Texas Government Code, as amended.

Section 8. Default and Termination

A. **Default**. In the event that TARGA either fails to meet the Construction Covenant or breaches the terms or conditions of this Agreement, TARGA shall be in default of this Agreement.

B. **Cure**. In the event TARGA defaults in its performance of the Agreement, the County shall give TARGA written notice of such default. TARGA shall have sixty (60) days after said written notice to cure the default. If the default is not reasonably susceptible to cure within such sixty (60) day period and TARGA has commenced and is pursuing cure of same, then, after first advising the County of TARGA's efforts to cure same, TARGA may utilize an additional ninety (90) days for such purposes. The County may authorize additional time to cure defaults, which authorization shall not be unreasonably withheld, conditioned, or delayed.

C. **Remedy for Uncured Default**. The County's sole and exclusive remedy against any Person for breach of this Agreement, in the event of default after the expiration of the applicable notice and cure periods, shall be that the County may, at its option, terminate the Agreement and all future tax abatements under

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this Agreement shall be void. If TARGA breaches a covenant in Section 6, other than the Construction Covenant, for any year, the County shall not be entitled to terminate this Agreement, but may, at its option, rescind the tax abatement pertaining to such year.

D. **TARGA 's Remedies**. TARGA may institute proceedings as may be necessary or desirable in its opinion to defend against (i) improper assertions of default or (ii) improper attempts to terminate this Agreement, to withhold or obtain payments prescribed by this Agreement, or to seek repayment of amounts paid under the Agreement. Such proceedings may include, but are not limited to, seeking specific performance and/or injunctive relief, or enforcement by mandamus, or such other remedy as may be available at law, in equity, or otherwise. Such rights and remedies are not exclusive and are in addition to any other rights or remedies TARGA may have at law, in equity, or otherwise.

E. **Mutual Termination**. The parties may terminate this Agreement by mutual agreement at any time.

Section 9. Effect of Sale, Assignment, or Lease of Property

This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign its rights and duties hereunder, in whole or in part, without prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that TARGA may assign this Agreement and all of its rights hereunder to any Affiliate and any subsequent fee owner of the Premises, without the County's consent. In addition, this Agreement and all rights hereunder may be assigned for the benefit of any Financing Party. Any assignment in violation of this Section 9 shall not affect any tax abatements with respect to which TARGA or a TARGA Affiliate is already entitled.

Section 10. Notice

All notices called for by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

TARGA:

TARGA DOWNSTREAM, LLC
C/O: KE Andrews
2424 Ridge Road
Rockwall, TX 75032

County:

County Judge
County of Chambers, Texas
P.O. Box 939
Anahuac, Texas 77514

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With an additional copy to:

Baytown Economic Development Foundation
1300 Rollingbrook Drive, Ste. 505
Baytown, TX 77521

Section 11. Indemnification

A. **INDEMNITY**. IN ADDITION TO THE OTHER REMEDIES AFFORDED TO THE COUNTY IN THIS AGREEMENT, EXCEPT WHEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COUNTY'S INDEMNIFIED PARTY (AS DEFINED BELOW), TARGA SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, ATTORNEYS, CONTRACTORS, OR AGENTS (HEREINAFTER "**COUNTY'S INDEMNIFIED PARTY**") FOR, FROM, AND AGAINST ANY AND ALL LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION, AND GOVERNMENTAL OVERSIGHT COSTS), ENVIRONMENTAL OR OTHERWISE, OF ANY NATURE, KIND OR DESCRIPTION, OF ANY PERSON OR ENTITY RESULTING FROM TARGA 'S CONSTRUCTION AND OPERATION OF THE FRACTIONATION FACILITY #9 .

B. **Notice of Indemnified Loss**. The County's Indemnified Party shall promptly notify TARGA of any indemnified losses or claim for indemnified losses in respect of which the County's Indemnified Party may be entitled to indemnification under this Section 11. Such notice shall be given as soon as reasonably practicable after the County's Indemnified Party becomes aware of the loss or claim for losses.

C. **Defense of Third-Party Claims**. In the event any action or proceeding shall be brought against the County's Indemnified Party by reason of any matter for which the County's Indemnified Party is indemnified hereunder, TARGA shall, upon notice from the County's Indemnified Party or its authorized agents or representatives, at TARGA 's sole cost and expense, resist and defend the same with legal counsel selected by TARGA ; provided, however, that TARGA shall not admit liability in any such matter on behalf of the County's Indemnified Party without the County's express written consent. Nothing herein shall be deemed to prevent the County's Indemnified Party at its election and at its own expense from cooperating with TARGA and participating in the defense of any litigation by their own counsel. If TARGA fails to retain defense counsel within ten (10) business days after receipt of County's Indemnified Party written notice that the County's Indemnified Party is invoking its right to indemnification under this Agreement, the County's Indemnified Party shall have the right to retain defense counsel on their own behalf, and TARGA shall be liable for all usual and customary defense costs incurred by the County's Indemnified Party.

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D. **Limitation on Indemnity**. The amount owing to a County Indemnified Party will be the amount of the County Indemnified Party's losses net of any insurance proceeds received by the County Indemnified Party following a reasonable effort by the County Indemnified Party to obtain such insurance proceeds.

Section 12. Miscellaneous

A. **Severability**. The provisions of this Agreement are severable, and if for any reason a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. **Venue; Governing Law**. Exclusive venue for any action, cause of action, lawsuit, or other proceeding under or in connection with this Agreement shall be and lie in Chambers County, Texas, and the parties hereby submit themselves to the jurisdiction thereof; and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws rules thereof.

C. **Binding Nature of Agreement**. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors, and assigns.

D. **No Third-Party Rights or Benefits**. This Agreement is solely for the benefit of the parties hereto and do not create rights, contractual or otherwise, in other Persons.

E. **Interpretation**. This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party. Section, subsection, and other headings are for convenience only and shall not be used to interpret this Agreement.

F. **Survival of Terms; Rights and Remedies Cumulative; No Waiver**. All rights, duties, liabilities, and obligations accrued prior to termination shall survive termination or expiration of this Agreement. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other

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or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.

G. **Counterparts; Electronic Delivery**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered (whether delivered in person, by mail, email, facsimile, or other electronic format) shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

H. **Estoppel Certificate**. Any party hereto may request an estoppel certificate from another party hereto so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which will upon request be addressed to a subsequent purchaser or assignee of TARGA , shall include, but not necessarily be limited to, statements (to the actual knowledge of the party providing such) that this Agreement is in full force and effect without default (or if default exists, the nature of default and curative action, which should be undertaken to cure same), the remaining term of this Agreement, the levels of tax abatement in effect, and such other matters reasonably requested by the party(ies) to receive the certificate. The County Judge for the County shall provide any such certificate on behalf of the County.

I. **Entire Agreement**. This Agreement constitutes the entire Economic Development Program Agreement between the parties, supersedes any prior understanding or written or oral Economic Development Program Agreements or representations between the parties, and can be modified only by written instrument subscribed to by all parties. Notwithstanding the foregoing provision, this Agreement does not modify, alter, or amend any other agreement or instrument among the County and TARGA relating to matters other than the abatement of property taxes.

** * * Signature Page Follows * * **

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EXECUTED the ____day of _____2023.

12/15/2023 | 09:52:55 CST

CHAMBERS COUNTY, TEXAS

By: Jimmy Sylvia
1492536299FA478...
Jimmy Sylvia, County Judge

ATTEST:

DocuSigned by:
Heather H. Hawthorne
03033AF26BE5410...
Heather Hawthorne, County Clerk

TARGA DOWNSTREAM, LLC

By: DocuSigned by:
Aric C. Mann
1DBEA4ACADEB412...

Name: Aric C. Mann

Title: VP, Tax

ATTEST:

_____

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EXHIBIT A

CHAPTER 381 POLICY

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EXHIBIT A-1

Chapter 312 Policy

DocuSign Envelope ID: 69470D5D-4E36-4E6B-A29B-382F613B5EC6

EXHIBIT B

TAX ABATEMENT PROPOSAL

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EXHIBIT C

REINVESTMENT ZONE / PREMISES

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EXHIBIT D

PILOT PAYMENT SCHEDULE

Tax Year	Ch. 381 PILOT	CCSED PILOT	PILOT Payment Deadline
2025	50% of County Tax Abated	100% of CCSED Tax	1/31/2026
2026	50% of County Tax Abated	100% of CCSED Tax	1/31/2027
2027	50% of County Tax Abated	100% of CCSED Tax	1/31/2028
2028	50% of County Tax Abated	100% of CCSED Tax	1/31/2029
2029	50% of County Tax Abated	100% of CCSED Tax	1/31/2030
2030	50% of County Tax Abated	100% of CCSED Tax	1/31/2031
2031	50% of County Tax Abated	100% of CCSED Tax	1/31/2032
2032	50% of County Tax Abated	100% of CCSED Tax	1/31/2033
2033	50% of County Tax Abated	100% of CCSED Tax	1/31/2034
2034	50% of County Tax Abated	100% of CCSED Tax	1/31/2035

The aggregate County Tax Rate consists of the following categories:

- Road & Bridge Special
- County – General
- Interest & Sinking
- Road & Bridge FMFC
- Chambers County School Equalization District

For purposes of this Agreement, the County Tax will consist of the following categories:

- Road & Bridge Special
- County – General
- Interest & Sinking
- Road & Bridge FMFC