

STATE OF TEXAS §
COUNTY OF CAMERON §

Contract No. 2019C103161

CAMERON COUNTY, TEXAS
CHAPTER 312, TAX CODE TAX ABATEMENT
AGREEMENT WITH
ANNOVA LNG COMMON INFRASTRUCTURE, LLC
FOR THE FACILITY

THIS TAX ABATEMENT AGREEMENT FOR THE FACILITY (“**Agreement**”), dated this 7th day of October, 2019 is entered into by and between Annova LNG Common Infrastructure, LLC, a Texas limited liability company (“**ACI**” or the “**Company**”) and the County of Cameron, Texas, acting by and through its County Judge or his designee (the “**County**”).

WHEREAS, the County adopted Resolution No. 2019R01001 governing Chapter 312 tax abatement agreements and Chapter 381 economic development grant programs within the County on January 8, 2019, and this Agreement is consistent with such Resolutions and applicable state laws, including Chapter 312 of the Texas Tax Code;

WHEREAS, the aforementioned resolutions set forth Guidelines and Criteria governing Chapter 312 tax abatement agreements and Chapter 381 economic development grant agreements within the County (the “**Guidelines**”) and this Agreement is consistent with the Guidelines;

WHEREAS, the County has been duly designated as an Enterprise Zone pursuant to Chapter 2303 of the Texas Local Government Code and consistent with Section 312.4011 of the Texas Tax Code (the “**Enterprise Zone**”);

WHEREAS, the Chapter 312 tax abatement program established by the Guidelines was created by the County to assist companies in establishing operations in the County to provide economic benefits to the County, stimulate increased economic activity, and provide job opportunities for residents of the County;

WHEREAS, each Company submitted an application for tax abatement to the County concerning contemplated improvements and investment;

WHEREAS, the County believes each Company represents significant potential to increase economic activity and job opportunities for residents in the County and wishes to offer each Company participation in its tax abatement program to encourage the Companies to site their operations in the County, in the location more specifically described in Exhibit 1;

WHEREAS, as further described herein, the Companies propose to construct and operate a project to manufacture liquefied natural gas (“**LNG**”) for export and will be engaged in the active conduct of a trade or business, a substantial portion of which is located within the County;

WHEREAS, in accordance with the Guidelines, the Commissioners Court finds that each Company's contemplated investment (i) is significantly impactful to the County, and (ii) has the potential to exceed an aggregate investment of \$100 million;

WHEREAS, each Company's and its Affiliates' (as defined herein) investments are contemplated to be phased over a period of time, and this Agreement applies to a portion of each Company's total investment;

WHEREAS, the Commissioners Court finds that the terms of this Agreement are consistent with encouraging development in the County and are in compliance with the Guidelines and applicable law; and, thus deems that it is in the best interest of the County to assist each Company in establishing operations in Cameron County;

NOW, THEREFORE, the County and each Company agree as follows:

Article I

BASIC TERMS

The following understanding forms the basis of this Agreement:

1.01 ACI presently leases real property from the Brownsville Navigation District of Cameron County, Texas (the "**BND**") as described in Part A of Exhibit 1, a portion of which ACI will sublease to Annova LNG Brownsville A, LLC ("**Brownsville A**"). Additionally, ACI has an option agreement with the BND to enter into a ground lease for the real property described in Part B of Exhibit 1 (together with the leased real property, the "**Site**"), a portion of which ACI will also sublease to Brownsville A. It is specifically understood and agreed that no abatement of taxes will be given on the property described on Part B of Exhibit 1 until such time as a leased has been executed between ACI and BND. Upon the effective date of any such sublease of a portion of the Site from ACI to Brownsville A, this Agreement shall be partially assigned pursuant to Section 8.04 and shall apply to both such entities, and each of ACI and Brownsville A shall be referred to herein individually as a "**Company**" and collectively as the "**Companies**."

1.02 The Companies propose to jointly construct and operate a project to manufacture LNG for export (the "**Facility**") at the Site. The Companies expect the entire Facility to be in operation for at least twenty (20) years. The Facility's operations at the Site are contemplated to comprise (i) six LNG liquefaction trains and any associated infrastructure (other than Common Infrastructure) at the Facility, each of which is an independent processing unit for gas liquefaction (each such train at the Facility, a "**Train**") and (ii) the LNG tanks, other liquefied hydrocarbon ("**HHC**") tanks, marine jetties, LNG loading lines and arms, HHC loading facilities, power supply facilities, pipelines, roads, utilities, buildings and all other equipment or facilities (excluding the Trains) at the Facility (the "**Common Infrastructure**"). The Companies agree to be jointly and severally liable under this Agreement. The Parties recognize that Brownsville A does not currently have employees, and therefore, for the efficient and effective performance of Brownsville A's obligations under this Agreement once it becomes applicable, the County does hereby authorize and permit Brownsville A to appoint ACI to act and perform Brownsville A's obligations under this Agreement on Brownsville A's behalf.

1.03 This Agreement pertains to the tax incentives applicable to operation of the Facility, including the real estate improvements, fixtures, personal property, and any new additional value after the Base Year Value associated with such improvements. If the requirements of Section 8.04 herein relating to assignment are met, any Company may assign all or a portion of its rights under this Agreement to such Affiliate.

Article II

ABATEMENT CONDITIONS AND REQUIREMENTS

As conditions precedent to each Company receiving the abatement granted herein, the Companies agree to the following commitments and performance requirements.

2.01 The Companies shall collectively commence construction of the Facility within three (3) years of the Effective Date; provided, such date may be extended by vote of the Commissioners Court, which shall not to be unreasonably withheld, conditioned or delayed, for up to three (3) one-year periods (each one-year period a separate “**Start Extension**”) if: (i) any Company, at least forty-five (45) days prior to the 4th, 5th, or 6th anniversary of the Effective Date, respectively, provides a written request for extension to the County along with third-party written attestation from its financial advisor and supporting evidence that commercially reasonable efforts are being undertaken by such Company to commence construction. If any Company requests a Start Extension and the extension is granted, the PILOT Amount for the Facility due under Section 5.01 of this Agreement shall be increased by \$100,000 for each Start Extension granted. For the avoidance of doubt: (i) each one-year Start Extension that is granted shall increase the PILOT Amount for the Facility, so that if all three (3) potential Start Extensions are granted the yearly PILOT Amount would be increased by \$300,000; (ii) the consent to grant a Start Extension shall not be conditioned on or subject to any other changes to the terms and payments established hereunder or any other condition, except for the increase in the PILOT Amount described in the preceding sentence; and (iii) the increase in PILOT Amount in this Section 2.01 shall not apply to the addition of trains (other than the Trains) to the Facility under any separate agreement(s) with the County with respect to such additional trains. Each Company shall notify the County in accordance with the requirements of Article VII when it has commenced construction.

2.02 The Companies agree to invest an aggregate minimum amount of \$50,000,000, which is intended to be paid on a pro rata basis, in improvements, fixtures and equipment at the Site by the date the Facility Commences Full Commercial Operations (as defined herein).

2.03 Each Company will work together to jointly achieve the schedule of minimum performances shown on Exhibit 2. Such minimum performances shall form the basis for such Company to continue to receive the County incentives outlined in Article IV during the Incentive Period.

2.04 As an inducement for the County to enter into the Agreement, each Company shall make certain payments in lieu of taxes (“**PILOT**”) as further described in Article V below.

2.05 During the Incentive Period, as defined below, the Site and the Facility shall be used for a lawful use related to the support and/or operation of any Company's business. The Site shall at all times be used in a manner consistent with the general purpose of encouraging development within the Enterprise Zone. The parties acknowledge that the use of the Site as described in Section 1.02 is consistent with such purposes.

2.06 Each Company will negotiate in good faith with the County regarding an agreement to fund yet to be identified county projects which support the Companies and the County's joint objectives for the general welfare of the County provided the terms of such agreement will be generally consistent with and not expand upon the principles enumerated in Exhibit 3.

2.07 As satisfaction of the Program Requirement in Section II.A(2) of the Guidelines, each Company will employ Regional Residents as follows:

(a) During Construction. Beginning one hundred and twenty (120) days after each Company notifies the County that it has commenced construction in accordance with Section 2.01 and continuing until the start of the first Operational Year, such Company agrees and agrees to cause its contractors to hire, Regional Residents such that, in aggregate, Regional Residents comprise at least thirty-five percent (35%) of Full-Time Employees and/or Full-Time Equivalent Employees of such Company and Related Employers making at or above the Required Wage.

(b) During Operations. Beginning on January 1 of the first Operational Year and lasting at least through the end of the Incentive Period, each Company agrees and agrees to cause its contractors to hire, collectively, a minimum number of Regional Residents such that, in aggregate, Regional Residents comprise at least thirty-five percent (35%) of Full-Time Employees and/or Full-Time Equivalent Employees of such Company and Related Employers making at or above the Required Wage. During such period, each Company agrees that the Companies and their Related Employers shall, in the aggregate, employ at the Site at least one hundred (100) Full-Time Employees and/or Full-Time Equivalent Employees making at or above the Required Wage.

(c) Applicable Section 9.01(d) Shut Downs. If required by Section 9.01, each Company agrees that the Companies will preserve and cause their Related Employers to preserve at the Site, in the aggregate, at least fifty-five (55) Full-Time Employees and/or Full-Time Equivalent Employees making at or above the Required Wage, and of that, in aggregate, Regional Residents will comprise at least thirty-five percent (35%) of Full-Time Employees and/or Full-Time Equivalent Employees of such Company and Related Employers making at or above the Required Wage. Notwithstanding the foregoing, the requirements of this Section 2.07(c) shall not be applicable if maintaining such employees at the Site would present an unacceptable level of risk to the health and safety of such individuals. For the avoidance of doubt, this Section 2.07(c) shall apply in place of (rather than in addition to) the employment requirements of Section 2.07(b).

(d) For purposes of this Agreement, the term "**Employee Minimum**" means the minimum number of Full-Time Employees and/or Full-Time Equivalent Employees set forth in Section 2.07(b) during operations and Section 2.07(c) during shutdowns, respectively, without duplication; and the term "**Regional Residents**" means individuals who: (1) resided within the County or within one hundred (100) miles of the Site for at least six (6) months prior to being hired into their current position, or (2) were born in the County. Regional Residents shall satisfy any

requirement that an employee is an “economically disadvantaged individual” pursuant to the Guidelines.

(e) Each Company shall, and shall cause its contractors to, focus job training, job advertisements and notices, and local hiring outreach initiatives on County residents and use commercially reasonable efforts to attract qualified Regional Residents and maximize hiring from the Cameron County labor pool. Each Company shall annually report in the Award Affidavit on its efforts to attract, hire and retain County residents in its workforce in the County. Each Company shall publish lists of job openings in local media outlets at reasonable intervals during construction and, thereafter, throughout the term of the Agreement and identify a local hiring liaison. Each Company shall cause its engineering, procurement, and construction (“EPC”) contractor to publish lists of job openings in local media outlets at reasonable intervals during construction. Each Company shall support local hiring with job fairs and implementation of training programs in the County throughout the term of this Agreement.

(f) If any Company and its contractors make good faith efforts to train and employ Regional Residents, but they are unable to comply with the Regional Resident employment requirements of this Section 2.07 due to the unavailability or limitations of qualified candidates within the regional labor pool, such Company may request a waiver or reduction of Training Payments as contemplated in Section 2.07(g). Along with such a waiver or reduction of Training Payments request, such Company shall provide the County with substantial and verifiable evidence of its good faith efforts to train and employ Regional Residents and the unavailability or limitations of qualified candidates. In considering such request, the County will assess, acting reasonably, all available evidence of such Company’s training and hiring efforts and the regional labor pool.

(g) The failure of any Company to meet the Regional Resident or Employee Minimum employment requirements in this Section 2.07 shall not be a default under this Agreement, if, for addressing the Regional Resident employment requirement, (1) such Company provides a written plan to the County on measures undertaken to increase training and hiring of Regional Residents, and (2) such Company makes a payment (a “**Training Payment**”) for each year such Regional Resident employment deficit occurs, and each Company complies with the following for each year an employment deficit occurs:

(i) For Section 2.07(a), \$2,500 per **Regional Resident** employee deficit; provided that such Training Payments, in aggregate across any tax abatement agreements for the Facility, shall be capped as follows: (1) \$65,000 for the first Award Affidavit after the Effective Date; (2) \$97,500 for the second Award Affidavit, and (3) \$130,000 for each subsequent Award Affidavit thereafter in which such a deficit occurs during construction;

(ii) For Sections 2.07(b) and (c), the following amount times the **Regional Resident** employee deficit: (1) \$10,000 with respect to the first year that such deficit occurs, (2) \$15,000 with respect to the second year that such deficit occurs, and (3) \$25,000 with respect to the third and any subsequent year(s) in which such a deficit occurs;

(iii) For Section 2.07(b) and (c), the abatement percentage allowed for the year the deficit occurred is decreased by the percentage by which the Company failed to meet the **Employee Minimum** requirement for such year; provided however, that such abatement

percentage shall in no event be reduced below fifty percent (50%) (by way of example if the Company's actual employment count in a year was 90 and the Employee Minimum for the year is 100 the abatement percentage would be decreased by 10% from 100% to 90%).

(h) The test for compliance with the Employee Minimum and Regional Resident employment requirements set forth in this Section 2.07 shall be the headcount employed within the County and the percentage of headcount employed within the County, respectively, on a "reporting date" identified by each Company for each annual Award Affidavit, which shall be on or after the calendar year-end immediately preceding the date of such Award Affidavit and prior to the date of such Award Affidavit. For administrative simplicity: (1) no Company will be required to calculate an average employment over the preceding period, but the authorized representative will affirm that he or she has no knowledge of any material change in employees, where such reported percentage or number would not be substantially representative for the applicable year (or, if otherwise, provide qualitative information to explain any such discrepancy); and (2) each Company may base its calculation of its Regional Representative employment on Full-Time Employees without analysis of Full-Time Equivalent Employees so long as such Company is able to meet the minimum thirty-five percent (35%) Regional Resident employment requirement(s) based solely on its calculation of Full-Time Employees. Additionally, if there is a vacancy that was previously filled by a Regional Resident (1) within 60 days of an Award Affidavit; and (2) such Regional Resident had been employed by or on behalf of any Company within the County for work related to construction or operations at the Site for at least nine (9) months prior to such vacancy, that position will be counted as a Regional Resident employee for purposes of the calculation and disclosed in the Award Affidavit.

(i) Following receipt of an Award Affidavit from any Company indicating a Regional Resident employment deficit, the Commissioners Court will consider any request for a waiver or reduction of Training Payments pursuant to Section 2.07(f), then it will notify such Company of: (1) the amount of the required Training Payment and (2) the recipient(s) of such payments, such as local scholarships, educational organizations, and job training facilities. Alternatively, the Commissioners Court may require payment directly to the County. Such Company shall have thirty (30) calendar days from the date of receipt of notification from the County of the amount of the Training Payment to make such payment(s).

2.08 Each Company shall be and remain current on the payment of any and all taxes owed by such Company to the County and all remaining taxing entities within the County; provided, however, that such Company may properly follow legal procedures to protest or contest any such taxes.

2.09 Each Company shall conform to the requirements of applicable city ordinances and all other applicable laws and regulations of the County, state and federal government.

Article III

TERM AND INCENTIVE PERIOD

3.01 This Agreement shall take effect on the date on which both the County and each Company have executed this Agreement ("**Effective Date**") and, unless earlier terminated in

accordance with its terms and conditions, shall expire simultaneously upon the earlier to occur of (i) a non-appealable written determination from the Federal Regulatory Commission (“**FERC**”) that a Company will not be granted a final order to construct and operate the Facility; or (ii) the expiration of the Incentive Period (“**Term**”).

3.02 The tax abatements granted herein and the payment commitments undertaken hereby are contingent on a final investment decision being taken by each Company or an Affiliate for the construction of the Facility (i.e., up to six LNG trains) in the County. Consequently, each Company shall promptly notify the County in the event that it (or any Affiliate) takes a final investment decision on another LNG facility located in the United States of America prior to, or in place of, a final investment decision on the Facility. In this case, the County shall have the right to terminate this Agreement within sixty (60) days of receipt of such notice from any Company.

3.03 In the event that any Company does not receive a final order from FERC to construct and operate the Facility within thirty (30) months of the Effective Date, the County shall have the right to terminate this Agreement. Each Company shall promptly notify the County of such final order and provide evidence as may be reasonably requested.

3.04 If all of any Company’s leasehold interests at the Site terminate without assignment of the Agreement to a successor in interest of such Company’s leasehold interest in accordance with Section 8.04, and a leasehold interest at the Site is not restored within ninety (90) days of termination, this Agreement will automatically terminate unless amended in accordance with Section 8.01. Notwithstanding the foregoing, no taxes may be abated during any period in which a Company (or its assignee) does not hold an ownership or leasehold interest in the Site.

3.05 For purposes of this Agreement the “**Incentive Period**” shall mean the ten (10) calendar years starting on January 1 of the first full calendar year following the date that the sixth Train at the Facility Commences Full Commercial Operations. “**Commences Full Commercial Operations**” means that each Company has formally notified its LNG customers pursuant to its LNG sale contract arrangements that the relevant Train has ended its commissioning period and has commenced commercial operations for the delivery of LNG. Each such calendar year of the Incentive Period shall be referred to in this Agreement as an “**Operational Year.**” Notwithstanding the foregoing, the Companies may elect to commence the Incentive Period earlier, provided that (i) the conditions to Abatement in Article II have been met and (ii) to be effective, notice of such election shall be made at least nine (9) months before January 1 of the year in which the Incentive Period is to commence.

Article IV

INCENTIVES AND REPORTING

4.01 As an inducement to each Company to develop and continuously operate the Facility for at least ten (10) years, and to maintain the Facility in operation for the minimum period set forth in Section 1.02, provided such Company has met the abatement conditions contained in Article II herein, the County agrees that such Company shall receive a tax abatement for the County’s ad valorem real and personal property taxes as specified in Section 4.02 to financially support the construction, startup and operation of the Facility.

4.02 In consideration of each Company's performance of its obligations under this Agreement, the County agrees that each Company shall receive a tax abatement during the Incentive Period for the County's ad valorem real and personal property taxes relative to the Added Value of the Eligible Property located on the Site, as follows:

Percent of County Taxes to be Abated:

Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

Such tax abatements will commence on January 1 of the first Operational Year. The tax abatement granted herein shall continue for the duration of the Incentive Period and expire at the end of the tenth Operational Year. At a future date, the Cameron County Appraisal District will determine the base year value of the Eligible Property as of January 1, 2019.

4.03 Report Upon Completion. Upon completion of the minimum investment of \$50,000,000 pursuant to Article II, each Company will submit to the County a report with reasonable documentation of the minimum investment and confirmation evidencing that such Company has met the requirements of Article II (except for the ongoing performance requirements in Sections 2.03 and 2.07 that will occur in future Operational Years) ("**Completion Report**"). For Sections 2.05, 2.06, 2.08 and 2.09 a statement by an authorized representative or officer of each Company that to the best of such Company's knowledge it is in compliance with these requirements will suffice for purposes of the Completion Report.

4.04 Award Affidavit. On or before April 1 of each year that this Agreement is in effect, each Company shall submit to the County, an award affidavit signed and affirmed by an officer or authorized representative of such Company (each an "**Award Affidavit**"), stating that to the best of such Company's knowledge: (i) such Company intends to maintain the Facility in full operation in accordance with the terms of this Agreement; (ii) such Company's representations and warranties contained in Section 6.01 continue to remain true and correct as of the date of the Award Affidavit; (iii) a narrative description of the development's progress; (iv) information supporting employment creation and retention, including information and supporting evidence on employment of Regional Residents and all other reporting requirements set forth in Section 2.07; and (v) for Award Affidavits provided during an Operational Year, certification by such Company that the aggregate performances set forth in Section 2.03 have been achieved and that reasonable backup documentation exists to substantiate such Company's calculations and performances as set forth in the Award Affidavit. Subject to Section 8.09(r), each Company shall also submit documentation as may be reasonably requested by the County in such form as the County may reasonably determine in accordance with the terms and subject matter of this Agreement. The

County shall not make copies or otherwise duplicate any documentation submitted by any Company pursuant to such a request and all documentation submitted to the County pursuant to this Agreement shall be returned to such Company within fifteen (15) days after County's receipt thereof, except as required by the Texas Public Information Act or other applicable law.

4.05 Any Company's failure to comply with and meet the performance requirements of Section 2.03 for an Operational Year will not eliminate or limit the right of such Company to an abatement for that Operational Year if, and only if, (i) the deficit in the requirements was less than ten (10%) percent of the target, (ii) such Company accurately set forth the calculations in the Award Affidavit for the Operational Year, and (iii) such Company makes specific reference to this waiver in any award field for the Operational Year.

4.06 Audits of Books and Records. The County will have the right, and each Company shall allow the County to audit such Company's operating records relevant for the County to determine compliance with this Agreement after submission of the Completion Report and, thereafter, during each Operational Year. Each Company must make all such records available to the County at such Company's office in the County or at another location within the County acceptable to both parties. If the Award Affidavit is found to be incorrect in any material way with respect to the calculations or regarding any Company's representations and warranties, then, in addition to the remedies available to the County under Section 8.05, such Company will pay to the County on demand at its address set forth herein, the reasonable cost of the audit. If such audit proves the Award Affidavit is correct, the expense of any such audit will be paid by the County. Any audit conducted pursuant to this Section 4.06 shall be undertaken during a Company's normal working hours, and such Company shall be provided with reasonable notice and opportunity to prepare relevant records for review without disruption to the conduct of its ordinary business activities. Any amounts payable by one party to the other party shall be settled within thirty (30) days of submission of documentary evidence of the costs of such audit.

4.07 Inspections. At any time during a Company's normal working hours throughout the Term and following at least fifteen (15) business days prior written notice to such Company, the County will have the right to inspect the Site and the Facility in order to determine compliance with the Agreement. Each Company will reasonably cooperate with County and any County employees during any such inspection. Notwithstanding the foregoing, each Company shall have the right to require that any representative of the County on the Site be escorted by a representative or security personnel of such Company during any such inspection and such Company shall be able to exercise a requested inspection date and time in its reasonable discretion so as not to interfere with ongoing business operations at the Site. Further, each Company may require that all individuals inspecting the Site or the Eligible Property first sign a confidentiality agreement under which they agree not to discuss or publicize information revealed in such inspection except as necessary for them to complete such inspection and evaluation in accordance with the terms of this Agreement.

Article V

PAYMENTS IN LIEU OF TAXES

5.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Companies shall pay to the County an aggregate amount of \$500,000, which is intended to be paid on a pro rata basis, in each Operational Year (each, a “**PILOT Amount**”), unless increased pursuant to Section 2.01 herein.

5.02 The PILOT Amount may be paid in quarterly installments no later than March 31, June 30, September 30, and December 31 of each Operational Year (the “**PILOT Payments**”). The County acknowledges and accepts that the PILOT Payments may be made by any Company or any Affiliate in order to optimize the financing structure for the Facility.

5.03 In the event that any Company (or its Affiliate) enters into a tax incentive agreement for the Facility with a tax authority with a tax rate in excess of the County’s rate as of the date hereof, the Parties shall amend this Agreement to provide for an increase in the PILOT Amount of no less than double and no more than triple the amounts listed in Section 5.01, without any further amendment to any other terms of this Agreement unless mutually agreed to at such time by both parties, save and except as may be necessary to implement the aforementioned change. Notwithstanding the foregoing, if such amendment to increase the PILOT Amount is ruled to invalidate the tax incentive agreement with the other tax authority, this Section 5.03 shall not be applicable and the PILOT Amount will revert to the amount as stipulated in Section 5.01. For the avoidance of doubt, the increase in PILOT Payments pursuant to Start Extensions and Training Payments shall not be further increased by this Section 5.03.

5.04 In consideration of the tax abatements described in Section 4.02 being granted to it, the Companies shall pay to the County an aggregate one-time payment of \$500,000 within twelve (12) months after the date the Companies commence construction as set forth in the notice to the County required by Section 2.01, which payment shall be used exclusively by the County in connection with the development or construction of the East Loop Project, (originally known as the SH 32 Project) and originally approved on April 29, 2010 by the Texas Transportation Commission in its Minute Order No. 112249.

Article VI

REPRESENTATIONS AND WARRANTIES

6.01 Each Company represents and warrants to the County (and covenants with the County where applicable) that:

(a) such Company is authorized to do business in the State of Texas and has the requisite power and authority, corporate or otherwise, to conduct its business, to own its present assets, and to perform all of its obligations under this Agreement;

(b) such Company’s execution, delivery and performance of its obligations under this Agreement have been duly authorized by all necessary actions and do not violate any provision of

any existing law, rule, regulation, or contract by which such Company or its property or assets are bound or affected;

(c) such Company has not filed and there are no pending bankruptcy proceedings or other debtor relief proceeding relative to such Company or contemplated by such Company; and

(d) to such Company's best knowledge, such Company is not delinquent in the payment to the County of any material impositions (as that term is hereinafter defined) due and owing from such Company (if any) related to the Facility or such Company's operations at the Site, except those contested by such Company by appropriate proceedings promptly initiated and diligently conducted or to the extent required for the purposes of project financing. As used herein, "impositions" means (i) real estate and personal property taxes, water, gas, sewer, electricity and other utility rates, and (ii) all other taxes, charges and assessments and any interest, cost or penalties with respect thereto, of any kind and nature, levied or imposed upon the Facility or such Company, or any income therefrom, or the ownership, use, occupancy or enjoyment thereof.

6.02 The County represents and warrants to each Company that:

(a) The County is duly authorized to do business in the State of Texas and has requisite power and authority, corporate or otherwise, to conduct its business and to own its present assets, and to execute and deliver all of its obligations under this Agreement;

(b) The execution, delivery, and performance by the County of its obligations under this Agreement have been duly authorized by all necessary action and does not violate any provision of existing law, rule, regulation or contract by which the County or its property or assets is bound or affected.

Article VII

NOTICES

7.01 Any notice or document required or permitted to be given hereunder by one party to the other will be in writing, mailed by first-class or express mail, postage prepaid, certified with return receipt requested, sent by facsimile, sent by overnight delivery using a recognized overnight courier, or sent via electronic mail. All such communication will be mailed, sent, or delivered at the address respectively indicated in this Article VII or at such other address as any party may have furnished the other party in writing pursuant to Section 7.04. Any communication so addressed and mailed will be deemed to be given three (3) calendar days after mailed. Any communication sent by overnight courier or electronic mail shall be deemed received one (1) business day after so sent. Any communication sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment. Finally, any communications delivered in person shall be deemed to be given when received by a Company or the County, as the case may be.

7.02 The address of the County for all purposes under this Agreement and for all notices hereunder shall be:

Eddie Treviño, Jr., or his successor
County Judge
1100 E. Monroe
Brownsville, Texas 78520
(956) 544-0830
etrevino@co.cameron.tx.us

With a copy to:

Daniel M. Martinez, J.D., C.P.A.
Winstead PC
300 Convent, Suite 2700
San Antonio, Texas 78205

7.03 The address of any Company for all purpose under this Agreement and for all notices hereunder shall be:

Justin Gutknecht
Senior Vice President – Finance and Development
Houston Center
1001 Louisiana Street, Suite 2300
Houston, TX 77002(312) 576-8004
Justin.Gutknecht@annoalng.com

With a copy to:

Joseph W. Downs IV
Assistant General Counsel
Exelon Corporation
701 Ninth Street NW, 9th Floor
Washington, DC 20068 (202) 872-2591
LegalNotices@annoalng.com

7.04 From time to time any party may designate another notice address within the 48 contiguous states of the United States of America for the purpose of this Agreement by giving the other party written notice of such of address in accordance with the provisions of this Article VII.

Article VIII

GENERAL

8.01 This Agreement may be amended, but only in writing, signed by each of the parties hereto and through using the same procedure for approval as is required for this Agreement.

8.02 The covenants and contracts contained in this Agreement, or in any document certificate or other instrument delivered under or pursuant to this Agreement, will survive the execution and delivery hereof, the consummation of this Agreement, and continue to survive

thereafter for the applicable statute of limitations to ensure full performance thereof and full recourse for nonperformance by any party.

8.03 No Third Party Beneficiaries. The parties agree that no third person has in any way brought the parties together or been instrumental in the making of this Agreement. Nothing in this Agreement, expressed or implied, is intended to confer upon any other persons any rights or remedies under or by reason of this Agreement. Each Company agrees to indemnify the County, on a joint and several basis, against any cost resulting from any claim by any third person for any commission brokerage, finder's fee or any other payment based upon any alleged agreement or understanding between such third party and such Company, whether expressed or implied from the actions of such Company. If such a claim is brought against the County, each Company shall have the right and authority to control and direct the investigation, defense and settlement of such claim, as permitted by state law and constitution. For the avoidance of doubt, each Company has engaged financial and tax advisors on a fee basis, and no compensation is contingent on execution of this Agreement.

8.04 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. This Agreement may not be assigned by either the County or any Company without the prior written consent of the direct counterparty party hereto, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, the County hereby consents to any Company's assignment of all or a portion of its rights under this Agreement upon prior written notice to the County to (i) any Affiliate that assumes any portion of such Company's leasehold interest and/or acquires an ownership or leasehold interest at the Site (to the extent of such leasehold or ownership interest); (ii) to any entity that has acquired all or substantially all of such Company's assets; (iii) to any successor to such Company by merger, consolidation or other reorganization; and (iv) to a lender providing financing for the Facility as further described below, provided that, with respect to any assignment pursuant to (i), (ii), (iii) or (iv): such Company shall notify the County of any such transaction following such occurrence in accordance with the terms of Article VII hereof. Any assignment shall require that: (i) all rights duties, obligations and liabilities under the Agreement applying to the interest acquired by the assignee shall be assigned from the assignor and assumed by the assignee, and upon such assumption, the assignor shall have no further rights, duties, or obligations under the Agreement from the date of such assignment to the extent such rights, duties, obligations or liabilities apply to the interest acquired by the assignee; (ii) the assignment be made subject and subordinate to this Agreement and the policies and procedures of the Guidelines; and (iii) the assignment document is in a form and contains content reasonably acceptable to the Cameron County Civil Division Office. For the avoidance of doubt, Brownsville A is an Affiliate of ACI, and upon notice to the County, a portion of ACI's leasehold interests at the Site will be subleased and rights under this Agreement shall be assigned to Brownsville A in accordance with this Section 8.04. For any lender to the Facility, any Company may assign as collateral, pledge and/or grant a security interest in this Agreement without the County's consent, but with prior written notice to the County and the County shall execute any document reasonably required by such Company or its lenders, acting reasonably, to effect such assignment, pledge or security interest.

8.05 Upon the occurrence of an event of default pursuant to Section 9.01(a), 9.01(b), or 9.01(c) and after the expiration of such defaulting Company's right to cure as set forth in

Section 9.02, the County may, as its exclusive remedies, elect to terminate this Agreement and be entitled to collect and recapture the full amount of ad valorem taxes abated under this Agreement as of the date of default, and such Company's liability shall be limited to such amount; *provided however*, that (i) the County must give notice of such termination within sixty (60) days of the expiration of the cure period provided in Section 9.02 and (ii) all additional considerations paid by such Company as set forth in Sections 2.04, 2.06, 2.07, Article V, and Section 8.07 and Exhibit 3 of this Agreement, expressly including without limitation all PILOT Payments, shall be credited against the recapture amount due under this provision. Such a recapture shall be due and payable from to the County within sixty (60) days of the date the County provides notice that it is exercising its right of recapture to such defaulting Company. Upon the occurrence of a default pursuant to Section 9.01(d) or 9.01(f) and after the expiration of such defaulting Company's right to cure as set forth in Section 9.02, the County will be entitled to collect and recapture the amount of ad valorem taxes abated under this Agreement for the calendar year in which such a default occurred and may elect to terminate this Agreement. Such a recapture shall be due and payable to the County within sixty (60) days from the date the County provides notice that it is exercising its right of recapture to such defaulting Company. Upon the occurrence of an event of default pursuant to Section 9.01(e), and after the expiration of such defaulting Company's right to cure as set forth in Section 9.02, the County may terminate this Agreement and assert any remedy at law or equity to enforce the provisions hereof. Upon the occurrence of an event of default pursuant to Sections 9.01(g), 9.01(h), 9.01(i) or 9.01(j) and after the expiration of such defaulting Company's right to cure as set forth in Section 9.02, the County may, as its exclusive remedies, elect to terminate this Agreement and be entitled to collect and recapture the full amount of ad valorem taxes abated under this Agreement during the period beginning on the date such default first occurred and continuing through the date of notice of termination.

If more than one remedy for a default by a Company may be applicable, the County may pursue such jointly or alternatively as it may elect and the forbearance by the County to enforce any remedy provided above upon an event of default shall not be deemed or construed to constitute a waiver of such default.

8.06 The County acknowledges and understands that each Company is relying on the County's representations and warranties in this Agreement and the County's ability to perform the terms thereof. Accordingly, in the event of default by the County, each Company may seek to have the provisions of this Agreement enforced by declaratory judgment or injunctive relief to obtain specific performance. Except as provided in this Section 8.06, nothing contained in this Agreement shall be construed as constituting a waiver of the County's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

8.07 The parties will promptly collaborate in good faith in an effort to execute a "**Community Benefit Agreement**" generally consistent with, and not expanding upon, the principles set forth in Exhibit 3. Such agreement will be executed no later than the Companies taking a positive final investment decision for the Facility.

8.08 Prior to the Incentive Period, each Company shall reasonably coordinate with the County to provide guidance on the expected start of the Incentive Period based on commercial and construction progress.

8.09 General Terms:

(a) The headings contained in the articles of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) As used in this Agreement, all references to exhibits refer to the exhibits attached hereto (each of which is hereby incorporated into and deemed to be a part of this Agreement).

(c) This Agreement will be construed and enforced in accordance with the laws of the State of Texas.

(d) If any term or provision of this Agreement is invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable term or provisions shall be reformed automatically so as to comply with the applicable law or public policy and to effect the original intent of the parties.

(e) The term “**Added Value**” means the assessed value of Eligible Property as determined by the Cameron County Appraisal District over the Base Year Value.

(f) The term “**Affiliate**” means any entity which is controlled by, controls, or is under common control with any Company. For the purposes of this definition, the term “controlled by”, “controls” or “under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of any entity, whether through ownership, legally or beneficially, of voting securities, by contract or otherwise.

(g) The “**Base Year Value**” means the base year value of the land and any improvements, fixtures or equipment thereon as of January 1, 2019 as determined by the Cameron County Appraisal District.

(h) A “**business day**” means Monday through Friday of each calendar week, exclusive of holidays observed generally by Cameron County, Texas.

(i) The term “**Eligible Property**” means the improvements, fixtures and equipment for the Facility to be located on the Site as shown on Exhibit 4 (such schematic shall be illustrative of the location of the Eligible Property on the Site and not intended to limit in any way the scope of such Eligible Property).

(j) “**Full-Time Employee**” means a full-time employee as defined by § 4980H(c)(4) of the Internal Revenue Code, as amended, codified at Title 26 of the United States Code. If the aforementioned definition is at any time removed from Title 26 of the United States Code, a Full-Time Employee shall mean a full-time employee as defined by § 4980H(c)(4) of the Internal Revenue Code as of the Effective Date. The parties acknowledge that as of the Effective Date, this term generally means, with respect to any month, an employee who is employed on average at least 30 hours of service per week.

(k) “**Full-Time Equivalent Employee**” means a combination of employees whose combined hours add-up to forty (40) hours per week, each of whom individually is not a Full-Time Employee, but who, in combination, are counted as the equivalent of a Full-Time Employee. For

example, two (2) employees, each of whom works twenty (20) hours per week, shall be considered a Full-Time Equivalent Employee for purposes of this Agreement.

(l) “**Related Employers**” means an Affiliate, EPC contractor or other applicable employer that hires employees to work within the County for the administration, construction, operation and/or routine maintenance of the Facility.

(m) “**Required Wage**” means (i) a minimum wage of \$12/hour for employees that are compensated on an hourly basis; or (ii) a minimum salary of \$25,000/year for employees that are compensated on an annual basis. The calculation of the Required Wage may include bonuses and employee benefits provided by the employer, excluding healthcare benefits. The calculation of the Required Wage specifically excludes compensation for overtime work. For employees that are compensated on an annual basis, but have not yet worked a full year as of the “reporting date” in the Award Affidavit selected pursuant to Section 2.07(h), such employee(s)’ salaries may be prorated based on the number of months such employee has been employed.

(n) This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(o) This Agreement (together with the Exhibits hereto and the documents to be delivered pursuant hereto) constitutes the entire agreement among the parties, all negotiations by between and among them being merged into this Agreement (together with such Exhibits and documents).

(p) Unless context requires otherwise, the words, “herein”, “hereof” and “hereunder”, and words of like import, shall be deemed to refer to this Agreement in its entirety and not to any individual article, section, subsection, paragraph, or subparagraph. The pronouns used in this Agreement will be constructed as masculine, feminine or neuter, singular or plural, as the context may require.

(q) Each party hereto has been represented by legal counsel designated by it and no provision of this Agreement will be construed in favor of, or against, any of the parties hereto by reason of the extent to which this Agreement or any provision hereto is inconsistent with any prior draft hereof or thereof.

(r) Each Company shall provide to the County (or permit the County to inspect, as the case may be) the financial information and records referred to in this Agreement, and the County will accept from each Company the financial information as “**Confidential Information**” and agrees to receive and, for the duration of this Agreement and three (3) years thereafter, to not make any unauthorized use of the Confidential Information, including, without limitation, to use such information in the support of activities competitive with those of any Company, and to maintain said Confidential Information in secrecy and strict confidence unless: (i) such information has lawfully become public information through action of the County; (ii) such information was known to the County prior to having obtained such information under the terms of this Agreement or was developed independently of the Confidential Information provided by any Company; (iii) such information becomes lawfully available to the County, from another source, which has

not received the information, either directly or indirectly, from any Company or an Affiliate; or (iv) the disclosure of the information is required by law. The confidentiality obligations of this Section 8.09(r) shall expire three (3) years after the last day of the last Operational Year of this Agreement.

(s) In the event that the County receives a request for information relating to any Company, Confidential Information or any other information provided by any Company to the County pursuant to this Agreement, the County shall timely seek an opinion from the Attorney General of the State of Texas requesting if the information requested is required to be provided. The County agrees to use its best efforts in safeguarding all information relating to the Companies, including all proprietary or Confidential Information, as well as non-proprietary or non-confidential information provided pursuant to this Agreement, and any other information provided by any Company to the County.

(t) In further consideration of each Company's performance of its obligations herein, the County agrees that should any Company seek to realize inventory tax benefits associated with the Foreign Trade Zones ("FTZ") program administered and overseen by the U.S. Department of Commerce (Foreign Trade Zones Board) and U.S. Customs & Border Protection, the County will provide such Company or an Affiliate, as applicable, non-objection letter(s) required from the County for the FTZ application.

(u) In the event that the Companies decide to cease or discontinue its operations at the Site permanently, each Company shall use good faith efforts to clean-up, restore the Site and remove improvements made to the Site associated with the operation of the Facility, as is reasonably practicable and as is required by its lease agreement with the BND. Each Company shall abide by any state, federal or other applicable law relating to such clean-up and removal and restoration.

Article IX

DEFAULT

9.01 The following events shall be deemed to be events of default by a Company under this Agreement:

(a) such Company fails to submit to the County an Award Affidavit at the time and in the manner required in this Agreement;

(b) any warranty, affirmation or representation made to the County by or on behalf of such Company with respect to any certificate, Completion Report or Award Affidavit proves to have been false or intentionally misleading in any material respect when made;

(c) such Company fails to meet the minimum investment requirement in Section 2.02;

(d) the Facility is completed and begins operations, but subsequently all operational Trains at the Site cease the production of LNG for a period of one year or more for any reason except production shut downs to address safety concerns, fire, explosion or other casualty, accident or natural disaster or other event for which such Company (or one or more of its Affiliate's)

performance is excused for reason of Force Majeure during the Incentive Period unless (i) such Company can demonstrate to the County (acting reasonably) that it is diligently pursuing the resumption of LNG production operations for at least one Train and (ii) such Company continues to meet the employment requirements of Section 2.07(c); and where for purposes of this Agreement “**Force Majeure**” shall mean any act, event or circumstance, whether of the kind described herein or otherwise, that is not reasonably within the control of, does not result from the fault or negligence of, and would not have been avoided or overcome by the exercise of reasonable diligence by the party claiming Force Majeure, with such party having observed a standard of conduct that is consistent with a reasonable and prudent operator; including: (i) acts of God, the government, or a public enemy; strikes, lockout, or other industrial disturbances; (ii) adverse weather conditions, catastrophic storms or floods (including adverse weather conditions, catastrophic storms or floods that prevent access to or operation of the Facility due to closure of roads by decision of a local, state or federal authority); (iii) wars, terrorism, revolts, insurrections, sabotage, commercial embargoes, blockades or civil disturbances of any kind, epidemics, fires, explosions, arrests and actions of a local, state or federal authority that were not requested, promoted or caused by the affected party; (iv) changes in or introduction of laws, rules, regulations, ordinance, decree or orders of any national, municipal or other governmental authority, whether domestic or foreign, or the nationalization, confiscation, expropriation, compulsory acquisition arrest or restraint of any assets by any governmental authority; (v) loss of, accidental damage to, or inaccessibility to or inoperability of any pipeline providing gas supply to the Facility or any disruption under the gas supply agreements supporting the Facility; (vi) any event affecting an LNG tanker that is directly en route to the Facility to load a scheduled cargo, which results in the Facility having to declare an event of Force Majeure due to the impact on the Facility’s operations; and (vii) the denial, expiration of, or failure to obtain, any regulatory approval, required for the Facility’s operations;

(e) any warranty, affirmation or representation, other than those described in Section 9.01(b), made to the County by or on behalf of such Company on the date hereof proves to have been false or misleading in any material respect when made;

(f) such Company fails to make any required Training Payments;

(g) such Company fails to timely comply with the County’s request to inspect the Facility in accordance with Section 4.07;

(h) such Company fails to timely pay, when obligated, any investigation cost incurred by the County hereunder or any audit cost under Section 4.06;

(i) To the extent permitted by law, if bankruptcy or insolvency proceedings are commenced by or against such Company; or

(j) such Company fails to pay any PILOT Payment when due and owing.

9.02 If the County determines that any Company is in default in accordance with the terms and conditions of this Agreement, then the County shall notify each Company in writing of such default. If the default is not cured by any Company within thirty (30) calendar days from the date of the notice, then the County may exercise its remedies under Section 8.05. Notwithstanding

the foregoing sentence, the cure period for a default pursuant to Section 9.01(j) shall only be ten (10) business days. The County Administrator may extend the thirty (30) day cure period an additional sixty (60) days if the default may not reasonably be cured within such thirty (30) day period. If the County determines that any Company is in default pursuant to Section 9.01(d), but such Company is able to show that another Train within the County (but not located at the Site) related to the Facility is still in operation, the County will work in good faith to modify this Agreement to include the operational Train as part of the Site; provided that any modification shall not extend the Incentive Period or the Term.

[Signatures appear on the following page.]

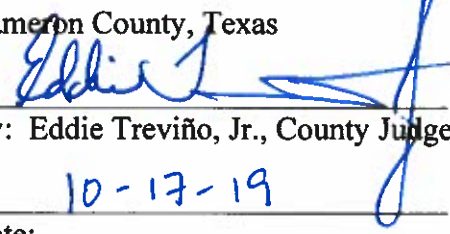
IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date written below the parties' representatives' signatures, hereinafter.

Attested By:


Sylvia Garza Parks
County Clerk

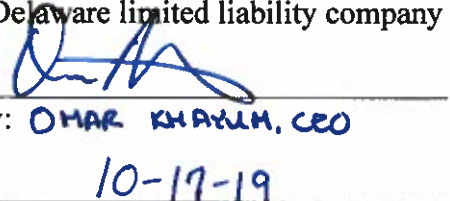


Cameron County, Texas


By: Eddie Treviño, Jr., County Judge

10-17-19
Date:

Annova LNG Common Infrastructure, LLC,
a Delaware limited liability company


By: OMAR KHATUN, CEO

10-17-19
Date:

Exhibit 1

PART A

DESCRIPTION OF REAL PROPERTY UNDER LEASE

**METES AND BOUNDS DESCRIPTION
10 ACRE TRACT**

BEING 10.0 ACRES of land, more or less, located in the Gatewood Newberry Patent, Abstract Number 269, GLO File S.F. 12924, Cameron County, Texas, and said 10.0 Acre Tract being more particularly described as follows:

BEGINNING at a point having an X-Y Coordinate of X: 1,389,284.170, Y: 16,529,117.420, Coordinate System: NAD 1983 State Plane Texas South FIPS 4205, and said coordinate being the northwest corner of the tract herein described and the point of beginning ("P.O.B.");

THENCE South 32 degrees 20 minutes 25 seconds East a distance of 1,186.078 feet to a point located at an X-Y Coordinate of X: 1,389,918.660, Y: 16,528,115.320;;

THENCE North 57 degrees 40 minutes 35 seconds East a distance of 367.261 feet to a point located at an X-Y Coordinate of X: 1,390,229.009, Y:16,528,311.694;

THENCE North 32 degrees 20 minutes 25 seconds West a distance of 1,186.078 feet to a point located at an X-Y Coordinate of X: 1,389,594.521, Y:16,529,313.794;

THENCE South 57 degrees 40 minutes 35 seconds West a distance of 367.261 feet to the point of beginning.

Exhibit 1

PART B

DESCRIPTION OF REAL PROPERTY UNDER OPTION TO LEASE AND FORMING PART OF THE SITE

PARCEL 1

METES AND BOUNDS DESCRIPTION 730.92 ACRE TRACT

BEING a 730.92 acre tract of land located within the boundaries of the Gatewood Newberry Patent, Tract 318, Abstract 269, General Land Office File S.F. 12924, Share 2, and 3, San Martin Grant, Abstract 5, and Patent No. 68, Abstract 264, Survey 665 from the State of Texas to Brownsville Navigation District in Cameron County, Texas and being more fully described as follows:

BEGINNING at U.S.E.D. Station 60+108.89 on the centerline of the Brownsville Ship Channel (N = 16,520,557.61, E = 1,372,135.70);

THENCE South 32°21'25" East, a distance of 250.01 feet to a point on the south right-of-way line of the Brownsville Ship Channel's perpetual Right-of-Way Easement;

THENCE North 57°38'35" East, along said south right-of-way line, a distance of 16,452.94 feet to a point on the easterly boundary line of the Disposal Area Number 5;

THENCE South 32°20'02" East, with said easterly boundary line, a distance of 350.00 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set for the POINT OF BEGINNING, being the northwest corner of the herein described tract (N = 16,528,856.69, E = 1,386,354.36);

THENCE with the north line of the herein described tract and the south right-of-way line of the Brownsville Ship Channel the following four (4) courses:

- 1) North 57°38'17" East, a distance of 3161.96 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 2) North 57°38'35" East, a distance of 3614.40 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 3) North 57°38'36" East, a distance of 1499.95 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set at the north corner of the herein described tract;

THENCE South SS deg. 54 min. SS sec. East, 2,690.41 feet to a point on the North 6+00 Reference Line from the original centerline at the Brownsville Ship Channel, for the Southeast corner of this tract;

THENCE with the east line of the herein described tract the following six (6) courses:

- 1) South 35°49'16" East, a distance of 1014.31 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 2) South 28°26'39" West, a distance of 1531.41 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 3) South 01°56'25" East, a distance of 1712.40 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 4) South 32°37'11" West, a distance of 1883.74 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 5) South 12°08'36" East, a distance of 821.85 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;

- 6) South $31^{\circ}14'18''$ West, a distance of 2226.92 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set to the southeast corner of the herein described tract;

THENCE with the south line of the herein described tract the following four (4) courses:

- 1) North $85^{\circ}59'17''$ West, a distance of 432.78 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 2) North $88^{\circ}19'30''$ West, a distance of 892.91 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 3) North $86^{\circ}38'10''$ West, a distance of 529.36 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 4) North $70^{\circ}05'48''$ West, a distance of 512.05 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set to the southwest corner of the herein described tract;

THENCE with the west line of the herein described tract the following four (4) courses:.

- 1) North $30^{\circ}57'43''$ West, a distance of 289.37 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 2) North $31^{\circ}19'19''$ West, a distance of 1483.47 feet to a 5/8-inch iron rod with cap stamped "FRONIER 10082900" set;
- 3) North $42^{\circ}03'15''$ West, a distance of 2082.29 feet to a 5/8-inch iron rod with yellow cap found;
- 4) North $32^{\circ}19'57''$ West, a distance of 498.96 feet to the POINT OF BEGINNING and containing 730.92 acres of land.

NOTE: The Basis of Bearing is NAD 83 (2011), Texas South Zone, and all bearings, distances and coordinates are grid.

Exhibit 2
Schedule of the Companies' Minimum Performance by Year of Operation

Operational Year	Construction Costs	Direct Construction Jobs	Direct Construction Salaries	County Permits Paid	Assessed Facility Value	Personal Property Value	Permanent Jobs Created	Total Salaries for Permanent Jobs
1	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	\$50,000,000	N/A	N/A	N/A

See Section 2.07 for undertakings related to job creation (not included in this Exhibit 2).

Exhibit 3
Community Benefit Agreement Principles

The parties will collaborate to identify community investment projects (“**County Projects**”), to improve the welfare of the citizens of Cameron County.

- The terms of the commitment will be memorialized in one Community Benefits Agreement (“**CBA**”), which shall satisfy the requirement for a CBA in all of the tax abatement agreements for the Facility’s six trains. The CBA will contain terms and conditions customary for projects such as the Facility, with all commitments contingent on positive final investment decisions (“**FID**”) for the Facility.
- The Cameron County Board of Commissioners (the “**Commissioners Court**”) will play the leading role in selecting the County Projects, but each Company shall have input into the selection process.
- Subject to a positive FID for the Facility, each Company commits to funding, on a pro rata basis, an aggregate of \$5 million for the County Projects. The parties will develop an expected funding schedule subject to the following:
 - Initial funding of 50% of the commitment shall not be required until at least one hundred eighty (180) days after the positive FID.
 - The balance of the commitment shall be payable five hundred forty (540) days after the positive FID.
- Planning, construction, and operations of County Projects will be overseen and managed by the County or other organization (subject to Commissioners Court oversight). The Commissioners Court and each Company will receive status/finance reports during implementation of the County Projects.
- Each Company will fund implementation costs related to the County Projects through “draws,” as costs are incurred, as evidenced by customary documentation. The Commissioners Court and each Company will have the right to audit costs and payments related to the CBA.
- The CBA will include customary terms and conditions on County indemnification of each Company, insurance to be provided by the County, etc.
- Each Company will have the right to disclose the terms of the CBA and the details of any County Project in its regulatory filings and public materials, and the parties will cooperate in issuing press releases related to the County Projects. The parties will discuss an appropriate way for each Company to identify their sponsorship of the County Projects.

Exhibit 4

Site Plan

