

AN ORDER OF THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS: (1) APPROVING A TAX ABATEMENT AGREEMENT ("AGREEMENT") BY AND BETWEEN PANOLA COUNTY, TEXAS AND TECO GAS PROCESSING LLC ("COMPANY"), REGARDING CERTAIN CONTIGUOUS REAL PROPERTY LOCATED IN THE PANOLA COUNTY, TEXAS TAX ABATEMENT REINVESTMENT ZONE NO. 2018-001 ("PROPERTY"); (2) APPROVING AN ECONOMIC DEVELOPMENT PROGRAM TO BE CONDUCTED BY THE COMPANY ON THE PROPERTY IN COMPLIANCE WITH THE AGREEMENT; AND (3) ESTABLISHING AN EFFECTIVE DATE AND COMPLIANCE WITH THE TEXAS OPEN MEETING ACT.

WHEREAS, Panola County, Texas ("County") is a county of the State of Texas, having been duly created and organized under the constitution and laws of Texas, and further, the Panola County Commissioners Court ("Commissioners Court") is the governing body of said County; and

WHEREAS, pursuant to Article V, Section 18 and Article III Section 52-a of the Texas Constitution, Chapters 81 and 381 of the Texas Local Government Code, Chapter 312 of the Texas Tax Code, and other authority, the County may develop and administer economic development programs to stimulate business and commercial activity in Panola County, Texas, including the execution and implementation of tax abatement and economic development agreements; and

WHEREAS, the Commissioners Court in the public interest finds it should directly engage and assist in the effort to stimulate and improve business and commercial activity in Panola County, Texas, from time to time using its lawful authority, discretion, and best business judgment, by the successful enactment, implementation, and administration of worthwhile economic development programs for said county as allowed by law, including the (1) execution and implementation of economic development and tax abatement agreements, (2) creation and administration of tax abatement reinvestment zones, (3) acceptance of contributions, donations, and gifts of authorized resources, and (4) performance of other economic development activities allowed by law, and further, finds that these activities are authorized economic development tools available to the County to stimulate business and commercial activity pursuant to the authority herein described; and

WHEREAS, there exists certain real property that is the subject of this order, same being those certain tracts or parcels of land, being and situated in Panola County, Texas, more particularly described as follows pursuant to the public records of the County Clerk of Panola County, Texas and the Panola County Appraisal District, to which reference is made for all purposes: a contiguous land area containing 21.0 total acres more or less ("Property"), being and situated in Panola County, Texas, a part of the T. Applewhite Survey (Abstract No. 37) therein, and described as Tract 1, containing 20.0 acres, more or less, and Tract 2, containing 1.0 acre, more or less, with said tracts both being part of a called 721.19 acre, more or less, tract described

as Tract 1 in that certain General Warranty Deed to DPM, a Texas General Partnership, recorded in Volume 1285, Page 306 of the Official Public Records (or real property records) of Panola County, Texas, as described in the attached **Exhibit A**; and

WHEREAS, the Property is wholly contained in and constitutes the **Panola County, Texas Tax Abatement Reinvestment Zone No. 2018-001** ("Reinvestment Zone"), an approved commercial-industrial tax abatement reinvestment zone, pursuant to Chapter 312 of the Texas Tax Code, previously designated and established by Order No. 2018-12, dated August 7, 2018, of the Commissioners Court; and

WHEREAS, in order to stimulate business and commercial activity in Panola County, Texas, the Commissioners Court desires by this order to approve an economic development program ("Project") for the Property as follows: the construction, completion, operation, repair, and maintenance of a cryogenic natural gas processing plant ("Facility") in the Reinvestment Zone, including all substantially related business operations and activities, with the Facility being constructed, completed, operated, repaired, and maintained with related infrastructure, improvements, and equipment placed on the Property of the Reinvestment Zone; and

WHEREAS, TECO Gas Processing LLC ("Company"), by and through its representatives, filed an application with the County and (1) indicated a desire to develop the Property and Facility in accordance with the Project requirements, and (2) now requests the approval, execution, and implementation of a proposed Tax Abatement Agreement ("Agreement") with the County regarding the Property in the substantial form and scope described in the attached **Exhibit A**; and

WHEREAS, all prerequisites to the approval, execution, and implementation of the Agreement have been accomplished by the County as required by law and the active tax abatement guidelines and criteria for the County, the same being the active and approved Panola County Tax Abatement Policy; and

WHEREAS, the Commissioners Court desires by this order to approve the (1) County's execution and implementation of the Agreement, and (2) Project and Facility to be conducted by the Company on the Property in compliance with the Agreement; and

WHEREAS, the successful acquisition, placement, location, construction, maintenance, repair, and operation of the Project and Facility conducted by the Company on the Property, due the size and scope of the Project, will result over time in increased economic opportunity for the people of Panola County, Texas and have a positive effect regarding local economic issues, including without limitation (1) increased local tax bases, (2) increased employment and wages, (3) increased wholesale and retail sales, and (4) a decrease in the number of families living in poverty; and

WHEREAS, the Commissioners Court finds that all public purposes described in this order shall be obtained or substantially achieved through the (1) approval, execution, and implementation of the Agreement, and (2) Project to be conducted by the Company on the Property in compliance with the Agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Commissioners Court of Panola County, Texas, for and on behalf of the County and in the public interest, as follows:

- (1) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning in this order.
- (2) All statements made in the caption and preliminary recitals of this order, and all attached documents, are incorporated by reference.
- (3) Pursuant to the lawful authority, discretion, and best business judgment of the Commissioners Court, the proposed Tax Abatement Agreement (or Agreement) by and between the County and Company is approved and shall be executed and implemented by the County in the substantial form and scope described in the attached **Exhibit A**.
- (4) The economic development program (or Project) is approved to be conducted by the Company on the Property in compliance with the Agreement.
- (5) The County Judge is authorized and directed to sign, execute, and implement (a) the Agreement on behalf of the County, and (b) all other documents necessary or advisable to protect the County's interests regarding the Agreement and Project.
- (6) The County's staff and legal counsel are authorized and directed to assist the County Judge regarding the timely completion of all tasks deemed necessary or desired to successfully execute and implement the Agreement and Project.
- (7) All public notice requirements for the County's (a) approval, creation, and designation of the Reinvestment Zone, (b) approval, execution and implementation of the Agreement, and (c) approval of the Project were accomplished as required by law.
- (8) This order shall take effect immediately from and after its passage.
- (9) All prior acts of the County, including its elected officials, appointed officials, officers, employees, agents, attorneys, and representatives are hereby ratified, confirmed, and approved regarding this and any related matter.

- (10) This matter was ordered, adopted, and approved at a regular public meeting of the Commissioners Court held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

ORDERED, ADOPTED, AND APPROVED on the 21st day of December, 2018.

THE COMMISSIONERS COURT OF
PANOLA COUNTY, TEXAS

Lee Ann Jones
County Judge
Panola County, Texas

Ronnie La Gro
County Commissioner, Precinct 1
Panola County, Texas

Albert
County Commissioner, Precinct 2
Panola County, Texas

Craig M. [Signature]
County Commissioner, Precinct 3
Panola County, Texas

John [Signature]
County Commissioner, Precinct 4
Panola County, Texas

ATTEST:

[Signature]
County Clerk
Panola County, Texas



EXHIBIT A
(Tax Abatement Agreement)

STATE OF TEXAS

§

§

COUNTY OF PANOLA

§

CHAPTER 312

TAX ABATEMENT AGREEMENT

between

PANOLA COUNTY, TEXAS

and

TECO GAS PROCESSING LLC

This Tax Abatement Agreement ("AGREEMENT") is made, entered, and executed in duplicate originals between **PANOLA COUNTY, TEXAS**, acting through its Commissioners Court ("COUNTY"), and **TECO GAS PROCESSING LLC**, a Delaware limited liability company ("TECO"), the owner of taxable property within the COUNTY located within the Panola County, Texas Tax Abatement Reinvestment Zone No. 2018-001 (the "Reinvestment Zone").

I. AUTHORIZATION

1.01 This AGREEMENT is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Property Tax Code ("Tax Code"), Chapter 312, as amended, and by authorization of the County following its designation of the Reinvestment Zone, and is effective on August 7, 2018 ("Effective Date").

1.02 BTA Gas Processing LLC, the predecessor in interest to TECO, submitted an abatement application for the proposed project to the COUNTY on July 17, 2018 and the COUNTY authorized the negotiation of this AGREEMENT.

II. DEFINITIONS

2.01 As used in this AGREEMENT, the following terms shall have the meanings set forth below:

- a. "Ad Valorem Taxes" means with respect to any property tax year, all *ad valorem* taxes collected by the COUNTY on the Eligible Property for that tax year. For the purposes of this AGREEMENT, *Ad Valorem* Taxes collected by the COUNTY shall not include penalties, interest, or attorneys' fees.
- b. "Affiliate" of any specified person or entity means any other person or entity, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect common control with such specified person or entity. For the purposes of this definition, "control" when used with respect to any person or entity means (a) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity; or (b) the right to direct the management and operations of such person or entity, directly or indirectly, whether through the ownership of (directly or indirectly) of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- c. "Commercially Reasonable Efforts" means, as to a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.
- d. "Eligible Property" means the buildings, structures, fixed machinery and equipment, process units including all integral components necessary for operations, site improvements, infrastructure, and that office space and related fixed improvements necessary to the operations and administration of the Project. During the construction phase of the Eligible Property, TECO may make such Change Orders to the Eligible Property as are reasonably necessary to accomplish its intended use.
- e. "Force Majeure" means an event or occurrence caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over TECO or the Project; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal,

state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this AGREEMENT shall require TECO to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, easements or rights of way, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of TECO to receive product into, or to ship or transport product out of their respective facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which TECO has no reasonable control and which forbids or prevents performance.

- f. "Parties" means collectively the COUNTY and TECO, and "Party" means the COUNTY or TECO, as the case may be.
- g. "PILOT Payment" means the amounts provided in Section 3.04 of this AGREEMENT.
- h. "Project" means the new cryogenic natural gas fractionation manufacturing/processing facilities to be constructed by TECO at its Carthage Cryogenic Gas Processing Plant, as described in Section 3.01, below on the Property described in Exhibit "A."
- i. "Property" means the land on which the Project will be developed as described in the legal description and depicted on the map of the Reinvestment Zone attached hereto as Exhibit "A."
- j. "Term" means the period commencing on the Effective Date and ending on the Termination Date.
- k. "Termination Date" means December 31, 2029.
- l. "Undocumented Worker" means an individual who, at the time of employment by TECO, 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.

2.02 The Tax Abatement Policy adopted by the COUNTY and are incorporated herein by reference. All definitions set forth therein are applicable to this AGREEMENT.

III. TECO REPRESENTATIONS / OBLIGATIONS

TECO agrees as a condition of receiving the benefits of this AGREEMENT:

3.01 Project: To construct the Project on the Property described on Exhibit "A" at the estimated construction costs, based upon current estimated costs of labor and materials, of \$125 million.

3.02 Employment: To maintain from the date of completion of the Project until the Termination Date an employment level of not less than ten (10) full-time employees at the Project.

3.03 Reporting and Inspection: To certify annually to the COUNTY that TECO is in compliance with each applicable term of this AGREEMENT within 30 days after the end of each calendar year, commencing January 30, 2019.

3.04 PILOT Payments: To timely pay all PILOT Payments for the Project to the COUNTY in the amounts provided and on the respective PILOT Payment Dates indicated in Exhibit "B."

3.05 Prohibition on Employment of Undocumented Workers: In compliance with TEX. GOV'T CODE § 2264.001 *et seq.*, TECO hereby certifies that TECO (including all branches, divisions, and departments thereof) 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, TECO (or any branch, division, or department thereof) is convicted of a violation under 8 U.S.C. Section 1324a(f), TECO shall repay all taxes previously abated by virtue of this AGREEMENT with interest at the rate of seven percent (7%) *per annum*, not later than the 120th day after the date on which the COUNTY notifies TECO of a violation of this Section 3.05.

IV. ABATEMENT AND TERM OF AGREEMENT

4.01 During the Term of this AGREEMENT, there shall be granted and allowed hereunder to TECO by the COUNTY, and any taxing districts for which the COUNTY by statute levies *Ad Valorem* Taxes or approves the tax rate, a one hundred percent (100%) property tax abatement on the Eligible Property in consideration for the payment of the agreed PILOT Payments in Exhibit "B"; provided that the payments of the agreed PILOT Payments in Exhibit "B" result in a net effective sixty percent (60%) abatement over the time period covered by the PILOT Payment schedule in Exhibit "B" ("Abatement").

4.02 The Abatement provided for in this AGREEMENT shall be effective on the January 1, 2019 tax valuation date for the Project, as authorized by Section 312.007 of the Tax Code.

4.03 In no event shall the Abatement for the Project exceed a period of ten (10) years, in accordance with state law.

4.04 During the Abatement, in lieu of the property taxes abated pursuant to the terms of this AGREEMENT, TECO shall pay to the COUNTY an amount, per tax year, set forth in the PILOT Payment schedule attached hereto as Exhibit "B." Neither TECO nor its successors and assigns shall claim, demand, sue for or otherwise seek to recover any amount paid the COUNTY pursuant to this AGREEMENT; provided the foregoing shall in no event prevent TECO from exercising all of its rights and remedies (including contest of such appraised value and the taxable value so abated) with respect to the determination by the Chief Appraiser of the Panola County Appraisal District of the certified appraised value of the Property and the taxable value abated pursuant hereto.

V. ADMINISTRATION

5.01 TECO shall allow employees and/or representatives of the County who have been designated by the County's Commissioners Court to have reasonable access to the Project during normal business hours during the Term to inspect the Project to determine compliance with the terms and conditions of this AGREEMENT. All inspections will be made only after the giving of five (5) business days' prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. Inspections will be made in the company of one or more representatives, including at least one property tax representative of TECO and in accordance with TECO's safety standards, rules, procedures and execution of documentation required by TECO to acknowledge the review and compliance with same by those conducting the inspections and a release of TECO from liability.

5.02 Upon completion of the Project, the COUNTY shall annually evaluate the Project to ensure compliance with the terms and provisions of this AGREEMENT and may report possible defaults to the COUNTY's attorney.

5.03 The Chief Appraiser of the Panola County Appraisal District shall annually determine (i) the taxable value of the Eligible Property pursuant to the abatement terms of this AGREEMENT; and (ii) the full taxable value of the Eligible Property without the abatement terms provided herein. The Chief Appraiser shall record both the abatement taxable value and the full taxable value in the appraisal records. The full taxable value listed in the appraisal records shall be used to compute any recapture. Each year TECO shall furnish the Chief Appraiser with the information required by Chapter 22 of the Tax Code. Such information shall also be provided to the County in the preparation of its

annual evaluation for compliance with this AGREEMENT. In the event that a recapture of taxes is instituted under Section 7.04 of this AGREEMENT, the total of all payments made by TECO according to the PILOT Payment Schedule attached hereto as Exhibit "B" shall be credited as an offset against all tax payments sought to be recaptured by the COUNTY.

5.04 TECO shall pay (within 45 days of its receipt of the COUNTY's written reimbursement statement) reimbursement to the COUNTY for reasonable attorney's fees, newspaper publication fees, and other expenses incurred by the COUNTY in the negotiation, execution and filing of this Agreement; provided such reimbursement shall not exceed \$8,000.00.

VI. LIABILITY

6.01 No Assumption: By this AGREEMENT, TECO assumes no obligation, duty, or other responsibility with regard to any governmental function or service for which the COUNTY is responsible that is not otherwise addressed by this AGREEMENT. In addition, TECO assumes no legal liability for the actions of the COUNTY through the execution of this AGREEMENT. The COUNTY individually assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Project for which TECO is responsible that is not otherwise addressed by this AGREEMENT. In addition, the COUNTY assumes no legal liability for the actions of TECO or its successors or assigns by virtue of its execution of this AGREEMENT.

6.02 Agents: Each Party to this AGREEMENT agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

VII. DEFAULT

7.01 Events of Default: During the Term, the COUNTY may declare a default hereunder by TECO if TECO (i) fails to commence construction of the Project within one (1) year after the Effective Date, (ii) refuses or neglects to comply with any of the terms of this AGREEMENT, or (iii) if any representation made by TECO in this AGREEMENT is false or misleading in any material respect.

7.02 Notice and Cure: If the COUNTY declares TECO to be in default of this AGREEMENT, the COUNTY shall notify TECO in writing prior to the end of the abatement period, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as is provided for in this Section 7.02 being referred to as the "Cure Period"), then this AGREEMENT may be terminated or modified; provided, however, that in the case of a default for causes beyond TECO's

reasonable control which cannot with due diligence be cured within such sixty (60) day period, the Cure Period shall be deemed extended if TECO (i) shall immediately, upon the receipt of such notice, advise the COUNTY of TECO's intention to institute all steps necessary to cure such default and (ii) shall proceed to cure. Any notice of default under this AGREEMENT shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

7.03 Delinquent *Ad Valorem* Taxes: In the event TECO allows its *Ad Valorem* Taxes on the Project owed to the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for their protest and appeal, or if TECO violates any of the terms and conditions of this AGREEMENT and fails to cure during the Cure Period, this AGREEMENT may then be terminated.

7.04 Recapture: In the event of termination of this AGREEMENT pursuant to the provisions of Section 7.03, all taxes previously abated by virtue of this AGREEMENT will be recaptured by the COUNTY and paid by TECO within sixty (60) days of termination, together with penalties and interest as required by the Tax Code; subject, however, to a credit commensurate to the amounts paid pursuant to Section 3.04, and in accordance with the provisions of Section 5.03 of this AGREEMENT.

7.05 Termination: If after notice of default and failure to cure, the COUNTY terminates this AGREEMENT, it shall provide TECO written notice of such termination. If TECO believes that such termination was improper, TECO may file suit in the Panola County District Court appealing such termination within sixty (60) days after receipt from the COUNTY of written notice of the termination. If such a suit is filed, TECO shall remit to the COUNTY, within ninety (90) days after receipt of the notice of termination, any additional *Ad Valorem* Taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08, Tax Code. If the final determination of the appeal increases TECO's tax liability above the amount of tax paid, TECO shall remit the additional tax to the COUNTY pursuant to Section 42.42, Tax Code. If the final determination of the appeal decreases TECO's tax liability, the COUNTY shall refund to TECO the difference between the amount of tax paid and the amount of tax for which TECO is liable pursuant to Section 42.43, Tax Code. The prevailing party in any litigation

brought under this Section 7 shall be entitled to recover its reasonable attorneys' fees and costs.

VIII. NOTICE

8.01 Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses:

Notices to TECO shall be addressed to:

Curt Tate, Director, Tax
TECO GAS PROCESSING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street, Suite 1000
Houston, Texas 77002

With copies to:

ATTN: General Counsel
TECO GAS PROCESSING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street, Suite 1000
Houston, Texas 77002

and

Timothy E. Young
Ikard Wynne LLP
2901 Via Fortuna, Suite 450
Austin, Texas 78746

Notices to PANOLA COUNTY shall be addressed to:

Panola County
Panola County Courthouse
110 S. Sycamore, Room 216-A
Carthage, Texas 75633
Attn: County Judge

With a copy to:

Charles R. Kimbrough
Bickerstaff Heath Delgado Acosta LLP
3711 South Mo-Pac Expressway
Building One, Suite 300
Austin, Texas 78746

8.02 Either Party may change its address for receipt of notices under this AGREEMENT from time to time by delivering at least ten (10) days prior written notice of such change to the other Party in the manner prescribed above.

IX. MISCELLANEOUS PROVISIONS

9.01 Disclaimer: Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this AGREEMENT. All obligations hereunder of the Parties shall be binding upon their respective successors and assigns.

9.02 Amendments to Agreement; Waivers: This AGREEMENT may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this AGREEMENT by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this AGREEMENT.

9.03 Approvals or Consents: Approvals or consents required or permitted to be given under this AGREEMENT shall be evidenced by an ordinance, resolution, or minute order adopted by the governing body or board of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.04 Assignment: TECO may assign this AGREEMENT in whole or in part to an Affiliate or a new owner or lessee of the Property or the Project, or any portion thereof, provided that TECO shall provide written notice of such assignment to the COUNTY. Upon such assignment, TECO's assignee will be liable to the COUNTY for outstanding taxes or other obligations arising under this AGREEMENT with respect to the applicable portion of the Property or the Project. The COUNTY shall not assign its rights or obligations under this AGREEMENT to any other person or party.

9.05 Parties in Interest: This AGREEMENT shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

9.06 Supplementation: In the event any further documentation or information is required for this AGREEMENT to be valid, then the Parties to this AGREEMENT shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this AGREEMENT provided however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this AGREEMENT or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this AGREEMENT; provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this AGREEMENT or imposing greater liability on the Parties.

9.07 Merger: This AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this AGREEMENT.

9.08 Governing Law: This AGREEMENT and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Panola County, Texas.

9.09 Authorization: Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this AGREEMENT for and on behalf of such Party.

9.10 Severability: If any term, provision or condition of this AGREEMENT, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this AGREEMENT shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the

extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this AGREEMENT, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this AGREEMENT in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 9.10, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

9.11 Payment of Expenses: Except as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this AGREEMENT, including, but not limited to, its costs and expenses of the negotiations leading up to this AGREEMENT, and of its performance and compliance with this AGREEMENT, and (ii) in the event of a dispute between the Parties in connection with this AGREEMENT, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of reasonable attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

9.12 Force Majeure: In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this AGREEMENT, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this AGREEMENT, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

9.13 Interpretation: When a reference is made in this AGREEMENT to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this AGREEMENT unless otherwise indicated. The headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or

interpretation of this AGREEMENT. The words "include," "includes" and "including" when used in this AGREEMENT shall be deemed in such case to be followed by the phrase "but not limited to" words used in this AGREEMENT, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This AGREEMENT is the joint product of the Parties and each provision of this AGREEMENT has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

9.14 Execution of Counterparts: This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9.15 Waiver: Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.16 Governmental Immunity; Consent to Suit: Nothing in this AGREEMENT shall constitute a waiver by the COUNTY of its governmental or sovereign immunity. Nothing in this AGREEMENT shall be construed as express or implied consent by the COUNTY to being sued.

Executed in duplicate this the _____ day of _____, 2018.

PANOLA COUNTY

TECO Gas Processing LLC, a Delaware
limited liability company

By: _____

By: _____

Judge LeeAnn Jones

Name: _____

Panola County Judge

Title: _____

Exhibit A

Property Description and Location of Reinvestment Zone

Description of Land

Tract 1:

All that certain 20.00 acres tract or parcel of land being situated in the T. Applewhite Survey, Abstract 37, in Panola County, Texas and being a part of Tract 1, a called 721.19 acres tract described in a General Warranty Deed to DPM, a Texas General Partnership, as recorded in Vol. 1285, Pg. 306 of the Official Public Records of said county and said 20.00 acres tract being described by metes and bounds, as follows:

BEGINNING at a 60d nail found for an occupied inner "L" corner of said Tract 1 and the occupied southeast corner of a called 66.07 acres tract recorded in Vol. 155, Pg. 250 of the Deed of Trust Records of said county, on the approximate line dividing said T. Applewhite Survey and the T. Applewhite Survey, Abstract 35 (NOTE: BEARINGS ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202).

THENCE North 73°40'57" East, a distance of 343.99 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the northeast corner described herein;

THENCE South 00°19'07" East, leaving said dividing line, a distance of 537.57 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for an angle point in the east line described herein;

THENCE South 31°01'37" West, a distance of 486.85 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the southeast corner described herein;

THENCE South 75°56'12" West, a distance of 730.75 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set on the line dividing said Tract 1 and Tract 38, a called 283.8 acres tract recorded in Vol. 1347, Pg. 184 of said Official Public Records, on the approximate line dividing said Abstract 37 and the J. G. Hazelwood Survey, Abstract 853, for the southwest corner described herein;

THENCE North 13°06'13" West, along said dividing lines, a distance of 818.79 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the most southern, northwest corner of said Tract 1 and the northwest corner described herein;

THENCE North 73°40'57" East, along the line dividing said Tract 1 and said 66.07 acres tract and said line dividing said Applewhite Surveys, a distance of 847.86 feet to the Point of Beginning and containing 20.00 acres of land.

Tract 2:

All that certain 1.00 acre surface site being situated in the T. Applewhite Survey, Abstract 37, in Panola County, Texas and being in Tract 1, a called 721.19 acres tract described in a General Warranty Deed to DPM, a Texas General Partnership, as recorded in Vol. 1285, Pg. 306 of the Official Public Records of said county and said surface site being described by metes and bounds, as follows

BEGINNING at a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set on a south line of a 50 feet-wide easement recorded in Vol. 1570, Pg. 569 of said Official Public Records,

for the northeast corner herein, said POINT OF BEGINNING bears South 50°07'01" East, a distance of 1,267.00 feet from a 60-d nail found for an inner "L" corner of said Tract 1 (NOTE: BEARINGS ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202);

THENCE South 01°02'33" East, leaving said south line, a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set for the southeast corner herein;

THENCE South 88°57'27" West, a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set for the southwest corner herein;

THENCE North 01°02'33" West a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set on said south line, for the northwest corner herein;

THENCE North 88°57'27" East, along said south line, a distance of 208.71 feet to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acre of land.

Reinvestment Zone Map

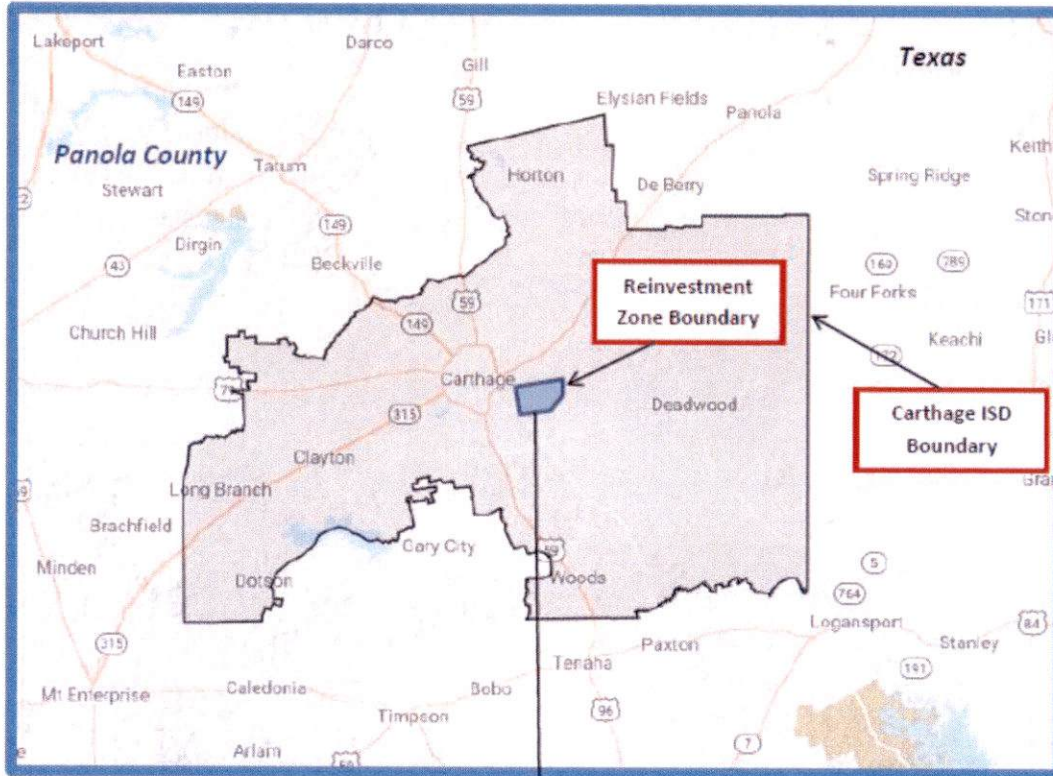


Exhibit B

PILOT Payment Schedule

Tax Year	PILOT Payment Amount	PILOT Payment Date
2019	\$1,000,000	6/30/2019
2020	\$141,054	1/31/2021
2021	\$141,054	1/31/2022
2022	\$141,054	1/31/2023
2023	\$141,054	1/31/2024
2024	\$141,054	1/31/2025
2025	\$141,054	1/31/2026
2026	\$141,054	1/31/2027
2027	\$141,054	1/31/2028
2028	\$141,054	1/31/2029

www

- a. "Ad Valorem Taxes" means with respect to any property tax year, all *ad valorem* taxes collected by the COUNTY on the Eligible Property for that tax year. For the purposes of this AGREEMENT, *Ad Valorem Taxes* collected by the COUNTY shall not include penalties, interest, or attorneys' fees.
- b. "Affiliate" of any specified person or entity means any other person or entity, which, (i) directly or indirectly, through one or more intermediaries, controls, or is controlled by, or (ii) is under direct or indirect common control with such specified person or entity. For the purposes of this definition, "control" when used with respect to any person or entity means (a) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities of such person or entity; or (b) the right to direct the management and operations of such person or entity, directly or indirectly, whether through the ownership of (directly or indirectly) of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- c. "Commercially Reasonable Efforts" means, as to a Party hereto, an undertaking by such Party to perform or satisfy an obligation or duty or otherwise act in a manner reasonably calculated to obtain the intended result by action or expenditure not disproportionate or unduly burdensome under the circumstances, which means, among other things, that such Party shall not be required to (i) expend funds other than for payment of the reasonable and customary costs and expenses of employees, contractors, counsel, consultants, representatives or agents of such Party in connection with the performance or satisfaction of such obligation, duty or other action or (ii) institute or settle any litigation or arbitration as a part of its reasonable efforts.
- d. "Eligible Property" means the buildings, structures, fixed machinery and equipment, process units including all integral components necessary for operations, site improvements, infrastructure, and that office space and related fixed improvements necessary to the operations and administration of the Project. During the construction phase of the Eligible Property, TECO may make such Change Orders to the Eligible Property as are reasonably necessary to accomplish its intended use.
- e. "Force Majeure" means an event or occurrence caused by (a) provisions of law, or the operation or effect of rules, regulations or orders promulgated by any governmental authority having jurisdiction over TECO or the Project; (b) any demand or requisition, arrest, order, request, directive, restraint or requirement of any government or governmental agency whether federal,

state, military, local or otherwise; (c) the action, judgment or decree of any court; (d) floods, storms, hurricanes, evacuation due to threats of hurricanes, lightning, earthquakes, washouts, high water, fires, acts of God or public enemies, wars (declared or undeclared), blockades, epidemics, riots or civil disturbances, insurrections, strikes, labor disputes (it being understood that nothing contained in this AGREEMENT shall require TECO to settle any such strike or labor dispute), explosions, breakdown or failure of plant, machinery, equipment, lines of pipe or electric power lines (or unplanned or forced outages or shutdowns of the foregoing for inspections, repairs or maintenance), inability to obtain, renew or extend franchises, easements or rights of way, licenses or permits, loss, interruption, curtailment or failure to obtain electricity, gas, steam, water, wastewater disposal, waste disposal or other utilities or utility services, inability to obtain or failure of suppliers to deliver equipment, parts or material, or inability of TECO to receive product into, or to ship or transport product out of their respective facilities; or (e) any other cause (except financial), whether similar or dissimilar, over which TECO has no reasonable control and which forbids or prevents performance.

- f. "Parties" means collectively the COUNTY and TECO, and "Party" means the COUNTY or TECO, as the case may be.
- g. "PILOT Payment" means the amounts provided in Section 3.04 of this AGREEMENT.
- h. "Project" means the new cryogenic natural gas fractionation manufacturing/processing facilities to be constructed by TECO at its Carthage Cryogenic Gas Processing Plant, as described in Section 3.01, below on the Property described in Exhibit "A."
- i. "Property" means the land on which the Project will be developed as described in the legal description and depicted on the map of the Reinvestment Zone attached hereto as Exhibit "A."
- j. "Term" means the period commencing on the Effective Date and ending on the Termination Date.
- k. "Termination Date" means December 31, 2029.
- l. "Undocumented Worker" means an individual who, at the time of employment by TECO, 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.

2.02 The Tax Abatement Policy adopted by the COUNTY and are incorporated herein by reference. All definitions set forth therein are applicable to this AGREEMENT.

III. TECO REPRESENTATIONS / OBLIGATIONS

TECO agrees as a condition of receiving the benefits of this AGREEMENT:

3.01 Project: To construct the Project on the Property described on Exhibit "A" at the estimated construction costs, based upon current estimated costs of labor and materials, of \$125 million.

3.02 Employment: To maintain from the date of completion of the Project until the Termination Date an employment level of not less than ten (10) full-time employees at the Project.

3.03 Reporting and Inspection: To certify annually to the COUNTY that TECO is in compliance with each applicable term of this AGREEMENT within 30 days after the end of each calendar year, commencing January 30, 2019.

3.04 PILOT Payments: To timely pay all PILOT Payments for the Project to the COUNTY in the amounts provided and on the respective PILOT Payment Dates indicated in Exhibit "B."

3.05 Prohibition on Employment of Undocumented Workers: In compliance with TEX. GOV'T CODE § 2264.001 *et seq.*, TECO hereby certifies that TECO (including all branches, divisions, and departments thereof) 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, TECO (or any branch, division, or department thereof) is convicted of a violation under 8 U.S.C. Section 1324a(f), TECO shall repay all taxes previously abated by virtue of this AGREEMENT with interest at the rate of seven percent (7%) *per annum*, not later than the 120th day after the date on which the COUNTY notifies TECO of a violation of this Section 3.05.

IV. ABATEMENT AND TERM OF AGREEMENT

4.01 During the Term of this AGREEMENT, there shall be granted and allowed hereunder to TECO by the COUNTY, and any taxing districts for which the COUNTY by statute levies *Ad Valorem* Taxes or approves the tax rate, a one hundred percent (100%) property tax abatement on the Eligible Property in consideration for the payment of the agreed PILOT Payments in Exhibit "B"; provided that the payments of the agreed PILOT Payments in Exhibit "B" result in a net effective sixty percent (60%) abatement over the time period covered by the PILOT Payment schedule in Exhibit "B" ("Abatement").

4.02 The Abatement provided for in this AGREEMENT shall be effective on the January 1, 2019 tax valuation date for the Project, as authorized by Section 312.007 of the Tax Code.

4.03 In no event shall the Abatement for the Project exceed a period of ten (10) years, in accordance with state law.

4.04 During the Abatement, in lieu of the property taxes abated pursuant to the terms of this AGREEMENT, TECO shall pay to the COUNTY an amount, per tax year, set forth in the PILOT Payment schedule attached hereto as Exhibit "B." Neither TECO nor its successors and assigns shall claim, demand, sue for or otherwise seek to recover any amount paid the COUNTY pursuant to this AGREEMENT; provided the foregoing shall in no event prevent TECO from exercising all of its rights and remedies (including contest of such appraised value and the taxable value so abated) with respect to the determination by the Chief Appraiser of the Panola County Appraisal District of the certified appraised value of the Property and the taxable value abated pursuant hereto.

V. ADMINISTRATION

5.01 TECO shall allow employees and/or representatives of the County who have been designated by the County's Commissioners Court to have reasonable access to the Project during normal business hours during the Term to inspect the Project to determine compliance with the terms and conditions of this AGREEMENT. All inspections will be made only after the giving of five (5) business days' prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Project. Inspections will be made in the company of one or more representatives, including at least one property tax representative of TECO and in accordance with TECO's safety standards, rules, procedures and execution of documentation required by TECO to acknowledge the review and compliance with same by those conducting the inspections and a release of TECO from liability.

5.02 Upon completion of the Project, the COUNTY shall annually evaluate the Project to ensure compliance with the terms and provisions of this AGREEMENT and may report possible defaults to the COUNTY's attorney.

5.03 The Chief Appraiser of the Panola County Appraisal District shall annually determine (i) the taxable value of the Eligible Property pursuant to the abatement terms of this AGREEMENT; and (ii) the full taxable value of the Eligible Property without the abatement terms provided herein. The Chief Appraiser shall record both the abatement taxable value and the full taxable value in the appraisal records. The full taxable value listed in the appraisal records shall be used to compute any recapture. Each year TECO shall furnish the Chief Appraiser with the information required by Chapter 22 of the Tax Code. Such information shall also be provided to the County in the preparation of its

annual evaluation for compliance with this AGREEMENT. In the event that a recapture of taxes is instituted under Section 7.04 of this AGREEMENT, the total of all payments made by TECO according to the PILOT Payment Schedule attached hereto as Exhibit "B" shall be credited as an offset against all tax payments sought to be recaptured by the COUNTY.

5.04 TECO shall pay (within 45 days of its receipt of the COUNTY's written reimbursement statement) reimbursement to the COUNTY for reasonable attorney's fees, newspaper publication fees, and other expenses incurred by the COUNTY in the negotiation, execution and filing of this Agreement; provided such reimbursement shall not exceed \$8,000.00.

VI. LIABILITY

6.01 No Assumption: By this AGREEMENT, TECO assumes no obligation, duty, or other responsibility with regard to any governmental function or service for which the COUNTY is responsible that is not otherwise addressed by this AGREEMENT. In addition, TECO assumes no legal liability for the actions of the COUNTY through the execution of this AGREEMENT. The COUNTY individually assumes no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility associated with the Project for which TECO is responsible that is not otherwise addressed by this AGREEMENT. In addition, the COUNTY assumes no legal liability for the actions of TECO or its successors or assigns by virtue of its execution of this AGREEMENT.

6.02 Agents: Each Party to this AGREEMENT agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, members, trustees or representatives of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, members, trustees or representatives.

VII. DEFAULT

7.01 Events of Default: During the Term, the COUNTY may declare a default hereunder by TECO if TECO (i) fails to commence construction of the Project within one (1) year after the Effective Date, (ii) refuses or neglects to comply with any of the terms of this AGREEMENT, or (iii) if any representation made by TECO in this AGREEMENT is false or misleading in any material respect.

7.02 Notice and Cure: If the COUNTY declares TECO to be in default of this AGREEMENT, the COUNTY shall notify TECO in writing prior to the end of the abatement period, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as is provided for in this Section 7.02 being referred to as the "Cure Period"), then this AGREEMENT may be terminated or modified; provided, however, that in the case of a default for causes beyond TECO's

reasonable control which cannot with due diligence be cured within such sixty (60) day period, the Cure Period shall be deemed extended if TECO (i) shall immediately, upon the receipt of such notice, advise the COUNTY of TECO's intention to institute all steps necessary to cure such default and (ii) shall proceed to cure. Any notice of default under this AGREEMENT shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

7.03 Delinquent Ad Valorem Taxes: In the event TECO allows its *Ad Valorem* Taxes on the Project owed to the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for their protest and appeal, or if TECO violates any of the terms and conditions of this AGREEMENT and fails to cure during the Cure Period, this AGREEMENT may then be terminated.

7.04 Recapture: In the event of termination of this AGREEMENT pursuant to the provisions of Section 7.03, all taxes previously abated by virtue of this AGREEMENT will be recaptured by the COUNTY and paid by TECO within sixty (60) days of termination, together with penalties and interest as required by the Tax Code; subject, however, to a credit commensurate to the amounts paid pursuant to Section 3.04, and in accordance with the provisions of Section 5.03 of this AGREEMENT.

7.05 Termination: If after notice of default and failure to cure, the COUNTY terminates this AGREEMENT, it shall provide TECO written notice of such termination. If TECO believes that such termination was improper, TECO may file suit in the Panola County District Court appealing such termination within sixty (60) days after receipt from the COUNTY of written notice of the termination. If such a suit is filed, TECO shall remit to the COUNTY, within ninety (90) days after receipt of the notice of termination, any additional *Ad Valorem* Taxes as may be payable during the pendency of the litigation pursuant to the payment provisions of Section 42.08, Tax Code. If the final determination of the appeal increases TECO's tax liability above the amount of tax paid, TECO shall remit the additional tax to the COUNTY pursuant to Section 42.42, Tax Code. If the final determination of the appeal decreases TECO's tax liability, the COUNTY shall refund to TECO the difference between the amount of tax paid and the amount of tax for which TECO is liable pursuant to Section 42.43, Tax Code. The prevailing party in any litigation

brought under this Section 7 shall be entitled to recover its reasonable attorneys' fees and costs.

VIII. NOTICE

8.01 Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses:

Notices to TECO shall be addressed to:

Curt Tate, Director, Tax
TECO GAS PROCESSING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street, Suite 1000
Houston, Texas 77002

With copies to:

ATTN: General Counsel
TECO GAS PROCESSING LLC
P.O. Box 4018
Houston, Texas 77210-4018
1100 Louisiana Street, Suite 1000
Houston, Texas 77002

and

Timothy E. Young
Ikard Wynne LLP
2901 Via Fortuna, Suite 450
Austin, Texas 78746

Notices to PANOLA COUNTY shall be addressed to:

Panola County
Panola County Courthouse
110 S. Sycamore, Room 216-A
Carthage, Texas 75633
Attn: County Judge

With a copy to:

Charles R. Kimbrough
Bickerstaff Heath Delgado Acosta LLP
3711 South Mo-Pac Expressway
Building One, Suite 300
Austin, Texas 78746

8.02 Either Party may change its address for receipt of notices under this AGREEMENT from time to time by delivering at least ten (10) days prior written notice of such change to the other Party in the manner prescribed above.

IX. MISCELLANEOUS PROVISIONS

9.01 Disclaimer: Nothing herein shall confer upon any person, firm or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this AGREEMENT. All obligations hereunder of the Parties shall be binding upon their respective successors and assigns.

9.02 Amendments to Agreement; Waivers: This AGREEMENT may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this AGREEMENT by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this AGREEMENT.

9.03 Approvals or Consents: Approvals or consents required or permitted to be given under this AGREEMENT shall be evidenced by an ordinance, resolution, or minute order adopted by the governing body or board of the appropriate Party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

9.04 Assignment: TECO may assign this AGREEMENT in whole or in part to an Affiliate or a new owner or lessee of the Property or the Project, or any portion thereof, provided that TECO shall provide written notice of such assignment to the COUNTY. Upon such assignment, TECO's assignee will be liable to the COUNTY for outstanding taxes or other obligations arising under this AGREEMENT with respect to the applicable portion of the Property or the Project. The COUNTY shall not assign its rights or obligations under this AGREEMENT to any other person or party.

9.05 Parties in Interest: This AGREEMENT shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third parties.

9.06 Supplementation: In the event any further documentation or information is required for this AGREEMENT to be valid, then the Parties to this AGREEMENT shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this AGREEMENT provided however that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this AGREEMENT or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to enable the full effect of this AGREEMENT; provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this AGREEMENT or imposing greater liability on the Parties.

9.07 Merger: This AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence, and preliminary understandings between the Parties and others relating hereto are superseded by this AGREEMENT.

9.08 Governing Law: This AGREEMENT and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to principles thereof relating to conflicts of law or rules that would direct the application of the laws of another jurisdiction. Venue in any legal proceeding shall be in Panola County, Texas.

9.09 Authorization: Each of the Parties represents and warrants that its undersigned representative has been expressly authorized to execute this AGREEMENT for and on behalf of such Party.

9.10 Severability: If any term, provision or condition of this AGREEMENT, or any application thereof, is held invalid, illegal or unenforceable in any respect under any Law (as hereinafter defined), this AGREEMENT shall be reformed to the extent necessary to conform, in each case consistent with the intention of the Parties, to such Law, and to the

extent such term, provision or condition cannot be so reformed, then such term, provision or condition (or such invalid, illegal or unenforceable application thereof) shall be deemed deleted from (or prohibited under) this AGREEMENT, as the case may be, and the validity, legality and enforceability of the remaining terms, provisions and conditions contained herein (and any other application such term, provision or condition) shall not in any way be affected or impaired thereby. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this AGREEMENT in a mutually acceptable manner so as to effect the original intent of the Parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the extent possible. As used in this Section 9.10, the term "Law" shall mean any applicable statute, law (including common law), ordinance, regulation, rule, ruling, order, writ, injunction, decree or other official act of or by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, or judicial or administrative body having jurisdiction over the matter or matters in question.

9.11 Payment of Expenses: Except as covered by the application fee, (i) each of the Parties shall pay its own costs and expenses relating to this AGREEMENT, including, but not limited to, its costs and expenses of the negotiations leading up to this AGREEMENT, and of its performance and compliance with this AGREEMENT, and (ii) in the event of a dispute between the Parties in connection with this AGREEMENT, the prevailing Party in the resolution of any such dispute, whether by litigation or otherwise, shall be entitled to full recovery of reasonable attorneys' fees, costs and expenses incurred in connection therewith, including costs of court, from the non-prevailing Party to the extent allowed by law.

9.12 Force Majeure: In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this AGREEMENT, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this AGREEMENT, then the obligations of such Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other Party. Such cause, as far as possible, shall be remedied with all reasonable diligence.

9.13 Interpretation: When a reference is made in this AGREEMENT to a Section, Article or Exhibit, such reference shall be to a Section or Article of, or Exhibit to, this AGREEMENT unless otherwise indicated. The headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or

interpretation of this AGREEMENT. The words "include," "includes" and "including" when used in this AGREEMENT shall be deemed in such case to be followed by the phrase "but not limited to" words used in this AGREEMENT, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require. This AGREEMENT is the joint product of the Parties and each provision of this AGREEMENT has been subject to the mutual consultation, negotiation and agreement of each Party and shall not be construed for or against any Party.

9.14 Execution of Counterparts: This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9.15 Waiver: Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

9.16 Governmental Immunity; Consent to Suit: Nothing in this AGREEMENT shall constitute a waiver by the COUNTY of its governmental or sovereign immunity. Nothing in this AGREEMENT shall be construed as express or implied consent by the COUNTY to being sued.

Executed in duplicate this the 21st day of December, 2018.

PANOLA COUNTY

By: Lee Ann Jones

Judge LeeAnn Jones

Panola County Judge

TECO Gas Processing LLC, a Delaware
limited liability company

By: Penny R. Houy

Name: _____

Title: Penny R. Houy
Vice President, Tax

Exhibit A

Property Description and Location of Reinvestment Zone

Description of Land

Tract I:

All that certain 20.00 acres tract or parcel of land being situated in the T. Applewhite Survey, Abstract 37, in Panola County, Texas and being a part of Tract I, a called 721.19 acres tract described in a General Warranty Deed to DPM, a Texas General Partnership, as recorded in Vol. 1285, Pg. 306 of the Official Public Records of said county and said 20.00 acres tract being described by metes and bounds, as follows:

BEGINNING at a 60d nail found for an occupied inner "L" corner of said Tract I and the occupied southeast corner of a called 66.07 acres tract recorded in Vol. 155, Pg. 250 of the Deed of Trust Records of said county, on the approximate line dividing said T. Applewhite Survey and the T. Applewhite Survey, Abstract 35 (NOTE: BEARINGS ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202);

THENCE North 73°40'57" East, a distance of 343.99 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the northeast corner described herein;

THENCE South 00°10'07" East, leaving said dividing line, a distance of 537.57 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for an angle point in the east line described herein;

THENCE South 31°01'37" West, a distance of 486.85 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the southeast corner described herein;

THENCE South 75°56'12" West, a distance of 730.75 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set on the line dividing said Tract I and Tract 38, a called 283.8 acres tract recorded in Vol. 1347, Pg. 184 of said Official Public Records, on the approximate line dividing said Abstract 37 and the J. G. Hazelwood Survey, Abstract 853, for the southwest corner described herein;

THENCE North 13°06'13" West, along said dividing lines, a distance of 818.79 feet to a ½ inch iron rod with a yellow plastic cap stamped "RPLS 5210", set for the most southern, northwest corner of said Tract I and the northwest corner described herein;

THENCE North 73°40'57" East, along the line dividing said Tract I and said 66.07 acres tract and said line dividing said Applewhite Surveys, a distance of 847.86 feet to the Point of Beginning and containing 20.00 acres of land.

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All that certain 1.00 acre surface site being situated in the T. Applewhite Survey, Abstract 37, in Panola County, Texas and being in Tract 1, a called 721.19 acres tract described in a General Warranty Deed to DPM, a Texas General Partnership, as recorded in Vol. 1285, Pg. 306 of the Official Public Records of said county and said surface site being described by metes and bounds, as follows

BEGINNING at a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set on a south line of a 50 feet-wide easement recorded in Vol. 1570, Pg. 569 of said Official Public Records,

for the northeast corner herein, said POINT OF BEGINNING bears South 50°07'01" East, a distance of 1,267.00 feet from a 60-d nail found for an inner "L" corner of said Tract 1 (NOTE: BEARINGS ARE BASED ON U.S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202);

THENCE South 01°02'33" East, leaving said south line, a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set for the southeast corner herein;

THENCE South 88°57'27" West, a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set for the southwest corner herein;

THENCE North 01°02'33" West a distance of 208.71 feet to a ½ inch iron rod with a yellow plastic cap, stamped RPLS 5210, set on said south line, for the northwest corner herein;

THENCE North 88°57'27" East, along said south line, a distance of 208.71 feet to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acre of land.

Reinvestment Zone Map

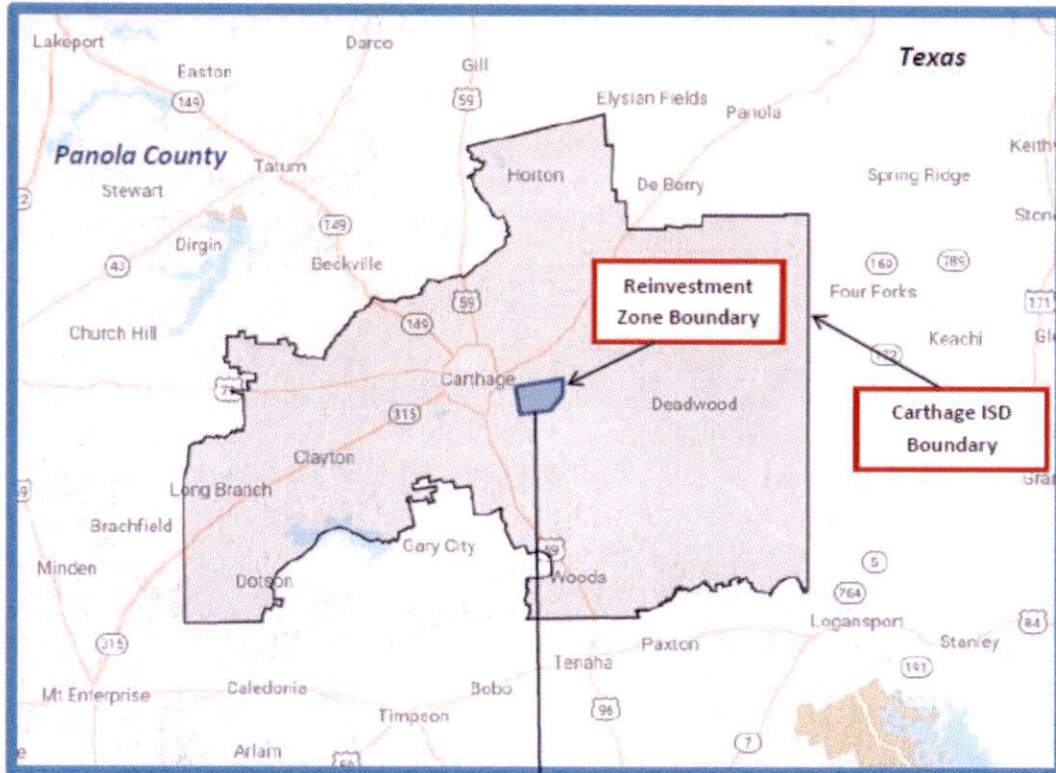


Exhibit B

PILOT Payment Schedule

Tax Year	PILOT Payment Amount	PILOT Payment Date
2019	\$1,000,000	6/30/2019
2020	\$141,054	1/31/2021
2021	\$141,054	1/31/2022
2022	\$141,054	1/31/2023
2023	\$141,054	1/31/2024
2024	\$141,054	1/31/2025
2025	\$141,054	1/31/2026
2026	\$141,054	1/31/2027
2027	\$141,054	1/31/2028
2028	\$141,054	1/31/2029