
RELOCATION SCOPE REIMBURSEMENT AGREEMENT

DATED August 18, 2022

Between

Texas Midstream Gas Services L.L.C.

And

City of Burleson

RELOCATION REIMBURSEMENT AGREEMENT

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This Relocation Scope Reimbursement Agreement (**"Reimbursement Agreement"**), dated the 18 day of August, 2022 (**"Effective Date"**), is hereby entered into by Texas Midstream Gas Services, L.L.C. (**"Company"**) and City of Burleson (**"Payor"**). Company and Payor are sometimes hereinafter referred to collectively as the **"Parties"** and individually as a **"Party"**.

RECITALS

The Parties desire to agree and enter into this Reimbursement Agreement to formalize and confirm the seed payment obligations of Payor for Company to begin pre-construction planning, preliminary design, and evaluation work (**"Scope Work"**) to develop the scope, schedule, and cost estimate for a project to design, construct, and install a new pipeline and related facilities and remove, relocate, abandon in-place the existing pipeline and related facilities as generally depicted on the map attached as Exhibit A to this Reimbursement Agreement (the **"Project"**).

AGREEMENT

Company and Payor agree to the following terms and conditions:

1. **AIC Payment.** Payor will, within three (3) business days after execution of this Reimbursement Agreement, pay Company an initial non-refundable payment of \$60,000.00 as payment to complete the Scope Work (the **"Initial Payment"**).
2. **Title to Work Product.** Notwithstanding the obligation of Payor to pay Company to complete the Scope Work, the Parties acknowledge and agree Company holds all ownership interest in and title to the work product developed or acquired in relation to completing the Scope Work.
3. **Project Initiation.** Subsequent to Company receiving Payor's execution of this Reimbursement Agreement and the Initial Payment when due, Company will commence, or cause others to commence, Scope Work.
4. **Waiver of Warranties.** Parties acknowledge and agree that nothing in this Reimbursement Agreement will operate or be construed as a representation or guarantee that the Project will be successful or completed by any specific or anticipated date. This Initial Payment and execution of this Reimbursement Agreement doesn't bind or obligate Company to completing the Project and the Parties agree that other additional definitive agreements will be necessary before Company engages in any work beyond the Scope Work. The Scope Work undertaken by Company herein will be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PROJECT OR ANY PRODUCTS RESULTING THEREFROM. In no event will Company be liable to Payor with respect to the Scope Work, Project, or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Project, whether arising in contract, tort (including, but not limited to, negligence or strict liability), or otherwise, except to the extent that any of the aforesaid is caused by the gross negligence or willful misconduct of Company or its agents. IT IS

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SPECIFICALLY AGREED THAT BOTH PARTIES WILL HAVE NO OBLIGATION WHATSOEVER FOR, AND BOTH PARTIES EXPRESSLY WAIVE, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WITH RESPECT TO THE PROJECT, OR THIS REIMBURSEMENT AGREEMENT, REGARDLESS OF HOW CAUSED. This Section 4 will survive the termination of this Reimbursement Agreement.

5. **Assignment.** The rights and obligations contained in this Reimbursement Agreement will not be assigned by Payor without the express prior written consent of Company. This Reimbursement Agreement will be binding upon and inure to the benefit of any successors or assigns to the original Parties to this Reimbursement Agreement, but any assignment of this Reimbursement Agreement by Payor will not relieve Payor of any obligations to Company and Payor will continue to be jointly and severally liable for all the obligations under this Reimbursement Agreement notwithstanding any assignment.
6. **Notice.** Any notice or communication permitted or required by this Reimbursement Agreement must be in writing, communicated by either physical or electronic delivery.

COMPANY	PAYOR
Texas Midstream Gas Services One Williams Center Tulsa, OK 74172 Attention: Commercial Contracts CommercialContracts@Williams.com	City of Burleson 1161 SW Wilshire Blvd Burleson, Texas 76028 Attention: Lance J Barton Email:Lbarton@burlesontx.com

Changes to the above addresses and contact information may be done by written notice.

Any and all payments to Company required by this Reimbursement Agreement may be electronically paid to the bank account of which Company will provide the details of separately.

Any and all payments to Payor required by this Reimbursement Agreement may be electronically paid to the bank account of which Payor will provide the details of separately.

7. **Relationship of the Parties.** With respect to Company's completion of the Scope Work and Project, Company is acting solely on its own behalf (and not as a partner or pursuant to a joint venture with Payor) in a contractual arrangement with Payor for its payment to Company of the Initial Payment.
8. **Further Cooperation.** The Parties will cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to and carry out the provisions and purposes of this Reimbursement Agreement.

9. **Severability.** If any provision of this Reimbursement Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration will in no way affect the validity or effectiveness of the other provisions of this Reimbursement Agreement, which will remain in full force and effect, and the Parties will thereafter use their commercially reasonable efforts to agree upon an equitable adjustment to the provisions of this Reimbursement Agreement with a view to effecting its purpose.
10. **Amendment.** This Reimbursement Agreement may be amended, restated, or supplemented only by the written agreement of the Parties.
11. **Entire Agreement.** This Reimbursement Agreement reflects the whole and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof.
12. **Drafting.** Every provision of this Reimbursement Agreement will be considered as prepared through the joint efforts of the Parties and will not be construed against either Party as a result of the preparation or drafting thereof.
13. **CHOICE OF LAW.** THIS REIMBURSEMENT AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION).
14. **Counterparts.** This Reimbursement Agreement may be executed in counterpart signature pages, all of which together shall constitute one and the same document. Duly executed signature pages may be delivered electronically.
15. **No Waiver of Governmental Immunity.** Nothing contained in this Reimbursement Agreement shall be construed as a waiver of Payor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Payor by law, except to the extent expressly provided in this Reimbursement Agreement.

[Signature pages follow.]

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Texas Midstream Gas Services, L.L.C.

By: _____

Name: _____

Title: _____

AGREED TO this ____ day of _____, 2022

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City of Burleson

By: _____

Name: _____

Title: _____

AGREED TO this ____ day of _____, 2022

EXHIBIT "A"
TO THE RELOCATION REIMBURSEMENT AGREEMENT
DATED August 18, 2022
Between
Texas Midstream Gas Services
And
City of Burleson

MAP OF EXISTING PIPELINE

[INSERT MAP]