STATE OF TEXAS §
§ GREGORY-PORTLAND
§ INDEPENDENT SCHOOL DISTRICT
COUNTY OF SAN PATRICIO §

SECOND AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT FOREIGN-TRADE ZONE SITE

THIS SECOND AMENDED AND RESTATED PAYMENT IN LIEU OF TAXES AGREEMENT ("Agreement") is entered into by and between Cheniere Energy, Inc., ("Cheniere") a Delaware Corporation, and Corpus Christi Liquefaction, LLC ("CCL") a Delaware Limited Liability Company, (collectively hereinafter, the "Companies"), and the Gregory-Portland Independent School District ("District"), duly acting herein by and through the Board of Trustees ("Trustees") for and on behalf of the District.

A. RECITALS

WHEREAS, Port of Corpus Christi ("Port") is a Grantee of Foreign-Trade Zone ("FTZ") No. 122;

WHEREAS, the Companies desire to participate in the FTZ program through the expansion of Foreign-Trade Zone No. 122 to include CCL's facilities and other facilities owned by the Companies' affiliates in Gregory, San Patricio County, Texas as more particularly described in Exhibit A (the "FTZ Site"), for which Cheniere has sought designation by the Foreign-Trade Zones Board of the United States Department of Commerce (the "Board"), and by the Customs and Border Protection of the United States Department of Homeland Security ("Customs") on behalf of the Companies;

WHEREAS, on _________, 2026, the Board and Customs approved activation of the FTZ Site;

WHEREAS, Cheniere is operator of the subject FTZ Site;

WHEREAS, CCL will manufacture liquefied natural gas at the FTZ Site exclusively for export;

WHEREAS, an affiliate of Cheniere will generate electricity in support of liquefied natural gas manufacturing by providing power and consuming high nitrogen gas streams;

WHEREAS, the Parties recognize that any of the Companies' operations at the FTZ Site may exempt certain inventory from the tax roll, which may cause financial harm and/or lost revenue to the District as a result of the activation of the subject FTZ Site;

WHEREAS, the Companies or their successors and assigns wish to make PILOT Payments to the District throughout the period they or their successors or assigns, as the case may be, maintain the FTZ Site to offset the loss of gross *ad valorem* property tax revenue that the District may otherwise incur as a result of activation of the FTZ Site;

WHEREAS, 19 U.S.C. § 81o(e) provides a federal exemption from state and local *ad valorem* taxes for tangible personal property imported from outside the U.S. and held in a FTZ for the purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing; and tangible personal property produced within the United States and held in a FTZ for exportation, either in its original form as altered by any of the above processes;

WHEREAS, inventory qualifying under 19 U.S.C. § 81o(e) and held in any activated FTZ is exempt from state and local *ad valorem* taxes;

WHEREAS, the Companies and District entered into a Payment in Lieu of Taxes Agreement on August 19, 2019;

WHEREAS, the Companies and District entered into an Amended and Restated Payment in Lieu of Taxes Agreement on October 19, 2022;

WHEREAS, Cheniere now seeks to modify the boundaries of the FTZ Site as permitted under 19 U.S.C. § 81f(b);

WHEREAS, pursuant to Sections (C)(11) through (12), modifications to boundaries of the FTZ Site shall first require express action of the District;

WHEREAS, the Companies and the District now seek to further amend and restate the agreement to reflect the modifications to the boundaries of the FTZ Site.; and

WHEREAS, Cheniere seeks an executed Letter of Support ("Letter") from the District which will expedite Cheniere's efforts to achieve modifications to the boundaries of the FTZ Site;

NOW, THEREFORE, in consideration of the mutual commitments expressed in this Agreement, the parties agree to the following:

B. DEFINITIONS

When used herein, the listed words have the following meaning:

1. "Board" has the meaning ascribed to it in the Recitals.

2. "Customs" has the meaning ascribed to it in the Recitals.

3. "FTZ Exemption" means the exemption provided by 19 U.S.C. § 81o(e) for qualifying inventory or other exemptions from taxation for inventory in a FTZ pursuant to federal law, but does not include any exemption from personal property taxation of inventory which is applicable absent the FTZ designation.

4. "FTZ Inventory" means any tangible personal property held in the FTZ Site that qualifies for the FTZ Exemption that would otherwise be taxable by the District.

5. "FTZ Site" has the meaning ascribed to it in the Recitals.

6. "Interest" means interest payments due pursuant to Section (C)(4) or Section (C)(8) of this Agreement.

7. "Letter" has the meaning ascribed to it in the Recitals.

8. "Original Due Date" has the meaning ascribed to it in Section (C)(3) of this Agreement.

9. "PILOT" means Payment in Lieu of Taxes.

10. "PILOT Payment" or "Payment" means the amount equal to all *ad valorem* property taxes on FTZ Inventory owned by the Companies that would have been due and payable to the District by the Companies if the FTZ Site had not been activated.

11. "SPCAD" means the San Patricio County Appraisal District.

12. "Tax Assessor-Collector" means the San Patricio County Tax Assessor-Collector.

C. OBLIGATIONS

The Companies understand that if any FTZ Inventory receives the FTZ Exemption, the District will suffer lost revenue. Therefore, the Companies, on behalf of themselves and on behalf of any other business entity which they authorize to operate within the boundaries of the FTZ Site described herein, agree to the following:

1. The Companies agree to make Payment(s) to the District each year for their respective FTZ Inventory stored in the FTZ Site as it relates to ad valorem taxes that would have been levied by the District but for the FTZ Exemption. The Companies' obligation for Payment(s) to the District shall extend to all FTZ Inventory, whether owned by Companies or owned by an affiliated or unaffiliated third-party storing inventory within the FTZ Site. The amount and taxable value of such inventory shall be determined on an annual basis by SPCAD. The Companies' obligation for Payment(s) to the District shall extend to all FTZ Inventory, whether owned by Companies or owned by an affiliated or unaffiliated third-party storing inventory within the FTZ Site.

2. Each Company subject to this Agreement, together with their successors and assignees agree to make an annual Payment(s) to Gregory-Portland ISD in an amount determined by multiplying the total value of its FTZ Inventory times the District's total ad valorem property tax rate adopted for the applicable tax year.

3. Payments due and owing under Section (C)(4) of this Agreement shall be made on or before the 31^{st} day of January of the year next following the year in which the tax levy is set by the District's Board of Trustees (the "Original Due Date"). Payments shall be delivered to the Tax Assessor-

Collector at its address as set forth in Section (D)(10) of this Agreement, in the form of a check payable to "Gregory-Portland Independent School District" in the amount equal to the ad valorem taxes determined in accordance with Section (C)(2), of this Agreement.

4. For any inventory that does not receive the FTZ Exemption, PILOT Payment(s) shall not be owed to the District. However, if such inventory is later granted the FTZ Exemption, the Companies agree to disburse Payment(s) to the Tax Assessor-Collector, at the address shown in Section (D)(10) of this Agreement in the form of a check payable to "Gregory-Portland Independent School District," in the amount of the ad valorem taxes that would have been due on all FTZ Inventory but for the FTZ Exemption, plus Interest calculated from the Original Due Date.

5. No later than the required filing date of rendition statements and property reports as required by Tex. Tax Code §§22.23 and 22.24, or any successor statutes (currently April 15 of each year), as long as this Agreement is in effect, the Companies agree to furnish SPCAD all required renditions and reports detailing all inventories owned by Companies and their assigns and/or successors which are stored in the FTZ Site. Such reports shall include all inventories required by law.

6. The Companies shall provide additional information reasonably requested pursuant to this Agreement by the District no later than the fifteenth business day following the Companies' receipt of such request.

7. Based on the commitments of the Companies herein that the District will not suffer lost revenue, given that the Companies agree to forego the benefit of the FTZ Exemption regarding the District ad valorem taxes and to make PILOT Payments equal to the amount otherwise due to the District but for the FTZ Exemption, the District shall furnish its Letter of Support (in the form shown in Exhibit B) upon execution of this Agreement.

8. The Companies agree to pay Interest on any PILOT Payments not made in accordance with the Section (C)(1) of this Agreement. Any Interest due under this Section (C)(8) or Section (C)(4) of this Agreement will be calculated at the rate provided under Chapter 33 of the Texas Property Tax Code, as though such PILOT payment was a tax payment.

9. The Companies agree that this Agreement is beneficial for the designation of the FTZ Site. Therefore, in the event the District or Companies breach any term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the non-defaulting party (or, if the defaulting party has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both parties mutually and in good faith), the non-defaulting party shall have the right to exercise any and all legal remedies available to it, including, but not limited to, the immediate termination of this Agreement upon provision of written notice to the defaulting party.

10. The District expressly acknowledges and agrees that Companies' affiliates, as well as certain of Companies' and/or affiliates' contractors, may operate in and/or utilize the FTZ Site and that any such operations or utilization require no further consent of the Trustees.

11. As long as this Agreement is in effect, the following changes regarding the FTZ Site shall first require express action of the Trustees:

    a. Modification of the boundaries of the FTZ Site, as described in Exhibit A;

    b. Transfer of ownership rights in any part of the FTZ Site to any party other than an affiliate of Companies; and

    c. Authorization for any party other than Companies, their affiliates, or a contractor of one of the Companies or an affiliate of the Companies, to operate and/or utilize the FTZ Site.

12. Changes to the FTZ Site as provided under Section (C)(11)(a.) of this Agreement shall first require consent of the District, by express action of its Trustees, as well as amendments to this Agreement commensurate with any such changes.

13. The amounts payable by the Companies to the District under this Agreement shall in no event exceed the amounts of ad valorem taxes that would have been payable to the District pursuant to the Texas Property Tax Code for FTZ Inventory in the FTZ Site if the FTZ Site had not been activated by the Board.

D. MISCELLANEOUS PROVISIONS

1. Governing Law. This Agreement will be interpreted under the laws of the State of Texas.

2. Binding Effect. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto, and their respective legal representatives, and future occupants of the FTZ Site.

3. Entire Agreement. This Agreement supersedes any prior understanding or agreements between the parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the parties with respect to the subject matter hereof other than those set forth herein or provided for herein.

4. This Agreement Does Not Affect Other Rights, Obligations or Agreements. This Agreement does not supersede, modify, or affect any other agreement that has been or may be entered into between the Companies and any other taxing jurisdiction or any other entity, except as otherwise expressly stated in this Agreement.

5. Modification of Agreement. This Agreement may be modified only by written consent of all parties.

6. Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.

7. Severability. To the extent permitted by law, a holding by any court that any part or any provision of this agreement is invalid, illegal, or unenforceable in any respect, shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

8. Termination of Agreement. This Agreement shall terminate upon the revocation of FTZ Site status by the Board, but such termination shall not relieve the Companies or District from its obligation to pay damages as provided in this Agreement.

9. Counterparts. This Agreement may be executed in multiple identical counterparts and when taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto or a copy of a counterpart signed by a party hereto will be regarded as an original signed by such party for purposes hereof.

10. Notices. Any notice permitted or required to be given must be in writing delivered in person or by certified U.S. Mail, return receipt requested, to the applicable party addressed as follows:

CHENIERE:
Cheniere Energy, Inc.
Attn: [ ]
845 Texas Avenue, Suite 1250
Houston, TX 77002

CCL:
Corpus Christi Liquefaction, LLC
Attn: [ ]
845 Texas Avenue, Suite 1250
Houston, TX 77002

DISTRICT:
Gregory-Portland Independent School District
Attn: Superintendent
608 College Street
Portland, Texas 78374

TAX ASSESSOR-COLLECTOR:
San Patricio County Tax Assessor-Collector
400 W. Sinton, Room 144
Sinton, Texas 78387

EXECUTED on the dates set forth below, but effective as to the last date executed by all the Parties.

DISTRICT:

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT, TEXAS

By: ______________________________________

Name: ____________________________________

Title: _____________________________________

Date: _____________________________________

COMPANY:

Cheniere Energy, Inc.

By: ______________________________
Name:
Title:

Corpus Christi Liquefaction, LLC

By: ______________________________
Name:
Title:

Date: ______________________________

EXHIBIT A – CHENIERE FTZ SITE

EXHIBIT B – NON-OPPOSITION LETTER OF SUPPORT

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

[DATE]

Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones
Board
U.S. Department of Commerce
1401 Constitution Ave., NW - Room
21013 Washington, DC 20230

Re: Non-opposition to the Application of Cheniere Energy, Inc., a Delaware Corporation, for a Boundary Modification of Foreign-Trade Subzone, FTZ No.122-X

Dear Ms. Whiteman:

This letter serves as non-opposition to the Application of Cheniere Energy, Inc., a Delaware Corporation, for a boundary modification of Foreign-Trade Subzone FTZ No. 122-X within the Gregory-Portland ISD area located at 2822 la Quinta Road, Gregory, Texas 78359.

We believe that the proposed boundary modification, sponsored by the Port of Corpus Christi, grantee of Foreign-Trade Zone No.122, will have a positive impact on local tax revenues and the local economy. We understand that personal property admitted into an activated Foreign-Trade Zone will be exempt from certain state and local ad valorem taxes by 19 U.S.C. 81o(e) or its successor statute.

We also understand that this letter is issued in conjunction with the Application, and as such, we respectfully request the Foreign-Trade Zones Board's favorable consideration of said Application.

Sincerely,

Tim Flinn
Board President
Gregory-Portland ISD Board of Trustees

Dr. Michelle Cavazos
Superintendent of Schools
Gregory-Portland Independent School District

COMPANY:

Cheniere Energy, Inc.

By: ______________________________________
Name:
Title:

Corpus Christi Liquefaction, LLC

By: ______________________________________
Name:
Title:

Date: ____________________________________

EXHIBIT A – CHENIERE FTZ SITE

SECOND AMENDED AND RESTATED PAYMENT IN LIEU OF TAX AGREEMENT FOR FTZ SITE
Between Cheniere Energy, Inc. et al. and San Patricio Drainage District, Texas

EXHIBIT B – NON-OPPOSITION LETTER

SAN PATRICIO COUNTY DRAINAGE DISTRICT

[DATE]

Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones
Board
U.S. Department of Commerce
1401 Constitution Ave., NW - Room
21013 Washington, DC 20230

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We believe that the proposed boundary modification, sponsored by the Port of Corpus Christi, grantee of Foreign-Trade Zone No.122, will have a positive impact on local tax revenues and the local economy. We understand that personal property admitted into an activated Foreign-Trade Zone will be exempt from certain state and local ad valorem taxes by 19 U.S.C. 81o(e) or its successor statute.

We also understand that this letter is issued in conjunction with the Application, and as such, we respectfully request the Foreign-Trade Zones Board's favorable consideration of said Application.

Sincerely,

Steve Elliott
President
San Patricio County Drainage District