

Amendment No. 2
to
Tax Abatement Agreement for Train 3

This Amendment No. 2 to Tax Abatement Agreement for Train 3 (this “**Amendment**”), dated this ____ day of June , 2024, is entered into by and between Rio Grande LNG, LLC, a Texas limited liability company (the “**Company**”), and the County of Cameron, Texas, acting by and through its County Judge or his designee (the “**County**”).

WHEREAS, the Company and the County entered into that certain Tax Abatement Agreement for Train 3 on October 3, 2017 (as amended by that certain Amendment No. 1 dated September 18, 2020, the “**Original Agreement**”); and

WHEREAS, the Company and the County desire now to modify the Original Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Original Agreement.
2. The Original Agreement shall be amended by deleting Section 2.06 in its entirety and the reference to “Section 2.06” appearing in Sections 4.03 and 8.05.
3. The Original Agreement shall be amended by deleting Section 2.07(d) in its entirety and replacing it with the following:

“(d) For purposes of this Agreement, the term “**Regional Residents**” means individuals who reside at a location within any of the ZIP Codes located within the geographic area that is one hundred (100) miles of the Site. Regional Residents shall satisfy any requirement that an employee is an “economically disadvantaged individual” pursuant to the Guidelines.”

4. The Original Agreement shall be amended by deleting the entirety of Section 2.07(h) and replacing it with the following:

“The test for compliance with the Regional Resident employment requirements set forth in this Section 2.07 shall be the percentage of Full-Time Employees, Full-Time Equivalent Employees or a combination thereof (based on the number of man-hours), as determined by a 40 hour work week per Full-Time Equivalent Employees and a 30 hour work week per Full-Time Employees, that meet the definition of Regional Residents as of a “reporting date” identified by Company for each annual Award Affidavit, which shall be on or after the calendar year-end immediately preceding the date of such Award Affidavit and prior to the date of such Award Affidavit. For example: 100 Full-Time Equivalent Employees x 40 Hours per Week = 4,000 manhours; 50 Full-Time Employees x 30 Hours per Week = 1,500 manhours; 5,500 manhours x 35% = 1,925 manhours that must have been worked by Regional Residents.”

5. The Original Agreement shall be amended by deleting Section 2.07(j) in its entirety and replacing it with the following sentence:

“(j) The Company will submit one Award Affidavit for Train 3. The Award Affidavit shall report the Company’s compliance with the requirements of this Section 2.07 and 2.02 for Train 3. The Company shall make one payment based on the aggregate Regional Resident employee percentage deficit.”

6. The Original Agreement shall be amended by deleting Section 5.01 in its entirety and replacing it with the following:

“5.01 In consideration of the tax abatements described in Section 4.02 being granted to it, the Company (or an Affiliate) shall pay to the County \$750,000.00 in each Operational Year (each, a “PILOT Amount”).”

7. The Original Agreement shall be amended by deleting the notice information in Section 7.03 in its entirety and replacing it with the following:

“Graham McArthur
Senior Vice President & Treasurer
NextDecade LNG, LLC
1000 Louisiana Street, Suite 3900
Houston, Texas 77002
treasury@next-decade.com

With a copy to:

Vera de Gyarfas
General Counsel
NextDecade LNG, LLC
1000 Louisiana Street, Suite 3900
Houston, Texas 77002
corporatesecretary@next-decade.com”

8. The Original Agreement shall be amended by deleting Section 8.07 in its entirety and the reference to “Section 8.07” appearing in Section 8.05.

9. The Original Agreement shall be amended by deleting Exhibit 3 in its entirety and the reference to “Exhibit 3” appearing in Section 8.05.

10. This Amendment shall be deemed to form an integral part of the Original Agreement and construed in connection with and as part of the Original Agreement, and all terms, conditions, covenants and agreements set forth in the Original Agreement, except as explicitly set forth herein, are hereby ratified and confirmed and shall remain in full force and effect, unmodified in any way. In the event of any inconsistency or conflict between the provisions of the Original Agreement and this Amendment, the provisions of this Amendment will prevail and govern. All references to the “Agreement” in the Original Agreement shall hereinafter refer to the Agreement as amended and supplemented by this Amendment.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment to be effective as of the date first referenced above.

Attested by:

Cameron Count, Texas

[Name]
County Clerk

Eddie Trevino, Jr.
County Judge
Date: _____

Rio Grande LNG, LLC,
a Texas limited liability company

Vera de Gyarfas
General Counsel
Date: _____