

**ORDINANCE NO. 186**

**AN ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, APPROVING AN AMENDMENT TO AN INDUSTRIAL DISTRICT AGREEMENT BETWEEN THE TOWN OF THOMPSONS AND BRAZOS VALLEY ENERGY, LLC; AUTHORIZING THE MAYOR TO EXECUTE, AND THE TOWN SECRETARY TO ATTEST, THE AMENDMENT TO THE INDUSTRIAL DISTRICT AGREEMENT; REPEALING ALL ORDINANCES INCONSISTENT OR CONFLICTING WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the Parties entered into an Industrial District Agreement on or about August 16, 2001 (the "Agreement"), with the Agreement expiring on December 31, 2009 (the "Original Term"); and

**WHEREAS**, the Parties extended the Agreement and amended provisions of the Agreement on or about July 15, 2009 (the "Second Term"); and

**WHEREAS**, the Parties now wish, to Amend the Agreement (the "Amendment"), to extend the Second Term and amend provisions related to Agreement, with the Amendment being attached to and incorporated into this Ordinance as "Exhibit A"; and **NOW THEREFORE**,

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THOMPSONS, TEXAS:**

**SECTION 1. THAT** the Recitals and Exhibits to this Ordinance are found to be true and correct and are incorporated herein for all purposes.

**SECTION 2. THAT** the Amendment, a copy of which is attached hereto and made a part hereof as "Exhibit A", is hereby approved. The Mayor or designee is hereby authorized and directed to execute and deliver, and the Town Secretary to attest, and file with Fort Bend County, the Agreement.


**SECTION 3. THAT** all ordinances, or parts of ordinances in conflict or inconsistent with this Ordinance are repealed to the extent of such conflict or inconsistency only.

**SECTION 5.** If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

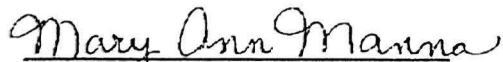
**SECTION 6. THAT** this Ordinance shall take effect be in force and effect after its paragraphed approval.

PASSED AND APPROVED THIS 18th DAY OF July, 2024.

FOR THE TOWN OF THOMPSONS:

  
\_\_\_\_\_  
FREDDIE NEWSOME, MAYOR

ATTEST:

  
\_\_\_\_\_  
Mary Ann Manna, City Secretary

**EXHIBIT A – Industrial District Agreement Amendment**

**AMENDMENT TO INDUSTRIAL DISTRICT AGREEMENT**

**This Amendment to Industrial District Agreement** (the "Amendment"), is made by and between the Town of Thompsons, a State of Texas Type A general law municipal corporation (the "City"), and Brazos Valley Energy, LLC, a State of Delaware limited liability company (the "Company") (with the City and the Company each a "Party", and collectively the "Parties", to this Amendment), and is entered into by the Parties on the date of execution below (the "Effective Date").

**RECITALS**

**WHEREAS**, the Parties entered into an Industrial District Agreement on or about August 16, 2001 (the "Agreement"), with the Agreement expiring on December 31, 2009 (the "Original Term"); and

**WHEREAS**, the Parties extended the Agreement and amended provisions of the Agreement on or about July 15, 2009 (the "Second Term"); and

**WHEREAS**, the Parties now wish, through this Amendment, to extend the Second Term and amend provisions related to Agreement; and **NOW THEREFORE**,

**FOR GOOD AND VALUABLE CONSIDERATION,  
THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

**AMENDMENT**

**SECTION 1.** The Recitals to this Amendment are incorporated into this Amendment for all intents and purposes.

**SECTION 2.** The Parties hereby amend Section 3(a) of the Agreement, by repealing the existing provision in its entirety, including any amendments thereto, and replacing it with the following:

**"SECTION 3(a). The Company hereby covenants and agrees to pay the City an obligatory annual Industrial District payment of two hundred twenty-five thousand dollars (\$225,000) each year during the term of the Agreement – which will be extended to December 31, 2027. The payment contemplated herein shall be made in accordance as provided herein."**

**SECTION 3.** With the exception of the specific amendments contemplated herein, the Agreement shall remain in full force and effect and be unaltered by this Amendment.

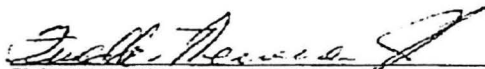

**SECTION 4.** This Amendment shall become effective upon its execution by the Parties and shall be made a part of the Agreement immediately thereupon.

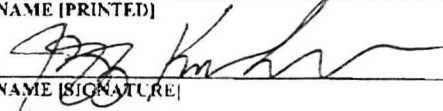
**SIGNATURES**

This Amendment is entered into by the Parties on this 20<sup>th</sup> day of November, 2024.

**FOR THE CITY:**

**FOR THE COMPANY:**

  
\_\_\_\_\_  
FREDDIE NEWSOME, JR., MAYOR  
  
\_\_\_\_\_  
MARY ANN MANNA, CITY SECRETARY

Jeff Koshkin, Vice President  
\_\_\_\_\_  
NAME [PRINTED]  
  
\_\_\_\_\_  
NAME [SIGNATURE]