



Port of Corpus Christi

Regular Session Meeting

Tuesday, August 13, 2013 9:00 AM

NOTICE OF MEETING

The Port Commission (“Commission”) of the Port of Corpus Christi Authority (“PCCA”) will hold a Regular Session Meeting on **Tuesday, August 13, 2013, at 9:00 AM**, at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Sherry DuBois at 885-6174 at least 48 hours in advance so that appropriate arrangements can be made.

Si usted se dirige a la junta y cree que su inglés es limitado, habrá un intérprete inglés español en la reunión de la junta para ayudarle.

Members of the audience will be provided an opportunity to address the Port Commission. Please speak into the microphone located at the podium and state your name and address. Your presentation will be limited to three minutes.

PUBLIC NOTICE is given that the Commission may go into executive session at any time during the meeting to discuss matters listed on the agenda when authorized to do so by the provisions of Section 418.183 or Chapter 551 of the Texas Government Code. In the event the Commission elects to go into executive session regarding any agenda item, the presiding officer will publicly announce the section or sections of the Texas Government Code authorizing the executive session.

The agenda for the meeting is as follows:

1. Call meeting to order at 9:00 a.m.; Pledge of Allegiance; Opening Prayer; and receive conflict of interest affidavits.
2. Approve the minutes of the July 9, 2013 Commission meetings. 5
3. Receive comments from the public. *(Each speaker will be limited to three minutes)* 9
4. Receive Windstorm Insurance Reform presentation from Commissioner Charles Zahn. 10
5. Recognition of retiring City of Corpus Christi employees Armando Chapa and Oscar Martinez. 12
6. Receive reports from the following entities on services provided this year associated with their Development Services Agreements with the PCCA:
 6. A. Corpus Christi Regional Economic Development Corporation
 6. B. Robstown Area Economic Development Corporation 13
7. Approve a Memorandum of Understanding with the Corpus Christi Police Department for the PCCA Police Department’s use of the CCPD firearms range facility. 14
8. Approve modification to Tariff 100-A, Item 225 - Water, to adjust the charge for water from PCCA Terminal Facilities. 19
9. Approve a resolution to recommend the preferred alternative route for the replacement of the Harbor Bridge. 20
10. Approve Lease Agreement with Texas Lehigh Cement Company, LP, for 5.31 acres on the Industrial Canal. 23
11. Approve Lease Agreement with Superior Weighting Products, LLC for 12.07 acres in the Rincon Industrial Park. 76
12. Approve an Amendment of Lease Agreement with Quintana Corpus Christi Infrastructure, LLC, for 82.48 acres near the Tule Lake Channel. 120
13. Approve a Second Amendment (Termination) of Lease Agreement (Termination) for Lay-Down Yard (80.28 acres) with Quintana Corpus Christi Infrastructure, LLC. 133
14. Approve Termination of Lease Agreement with New Elk Coal Company for 18 acres within the PCCA's Bulk Terminal. 139

15. Review and Approve 2nd Quarter Financial Report for 2013.	145
16. Review and Approve 2nd Quarter Investment Report for 2013.	152
17. Award contract to Affolter Contracting Company Inc., the lowest and best bidder based upon bids received on August 2, 2013, for Rincon Canal B Site Improvements.	162
18. Consent Agenda. The Port Commissioners have been furnished with supporting documentation and staff's recommendation for each of the following items. All Consent Agenda items will be approved, in accordance with the respective staff recommendations, by one vote without being discussed separately unless a Port Commissioner requests otherwise:	
18. A. Authorize the sale, donation or other disposal of PCCA's salvage and surplus personal property situated in two storage warehouses located at 2301 N. Port Avenue and in the open lay-down area located at 1700 Sam Rankin Road.	168
18. B. Approve Termination of Lease Agreement with South Texas Materials and Barge Terminal, LLC, for approximately 10 acres along Navigation Blvd. near the former Tule Lake Bridge location.	169
18. C. Award contract to Ram-Bro Contracting Inc. the lowest and best bidder based upon bids received on July 30, 2013, for Inner and Outer Harbor Land Management.	176
18. D. Reject bids received on March 26, 2013, for an emergency power generator at the Southside Cargo Terminal (Security Grant 9).	179
18. E. Reject bids received on March 27, 2013, for security improvements at the Permian Yard (Security Grant 9).	
18. F. Reject bids received on April 4, 2013, for the installation of cameras on North Shoreline (Security Grant 9).	
18. G. Approve PCCA's cost-share for the operation and maintenance of levees at Dredge Material Placement Area 1 and the Herbie A. Maurer Dredge Material Placement Area associated with U.S. Army Corps of Engineers construction contract.	184
18. H. Approve Amendment to Service Order No. 2 of the Professional Services Master Agreement with HDR Engineering Inc. for engineering services associated with Rincon Canal B infrastructure improvements.	186
18. I. Approve Amendment to Service Order No. 1 of the Professional Services Master Agreement with CH2M Hill Inc. for engineering services associated with Nueces River Rail Yard – Phase 2.	187
18. J. Approve Service Order No. 3 of the Professional Services Master Agreement with RVE Inc. for Design Phase Services for Security Grant 11.	190
18. K. Ratify the Engagement of RVE Inc. as the Design Engineer and Project Manager for the Security Projects Funded by Security Grants 8 and 9.	191
18. L. Approve professional services purchase order and amendment to the scope of work of the Consulting Services Agreement with Sage Environmental Consulting, L.P., for environmental services supporting air permitting at the Bulk Terminal.	193
19. Receive report from the Executive Director on upcoming community events, PCCA events and activities of the following PCCA departments during the preceding month: business development, community relations, government affairs, operations, engineering services, accounting, and human resources.	194
20. Receive comments from Port Commissioners on any of the agenda items for this meeting, the PCCA's activities during the preceding month, upcoming PCCA events, and suggestions for future agenda items.	269
21. The Commission will go into executive session pursuant to §551.072 of the Texas Government Code to deliberate leasing certain PCCA property on A Road in Port	270

Aransas, Texas.

22. Adjourn.

**OFFICIAL MINUTES OF PORT COMMISSION MEETING
JULY 9, 2013**

The Port Commissioners of the Port of Corpus Christi Authority met in regular session on Tuesday, July 9, 2013 at 8:15 a.m., at the Congressman Solomon P. Ortiz International Center, 402 Harbor Drive, Corpus Christi, Texas.

Present: Mr. Mike Carrell
Mr. Richard Borchard
Mr. Charles Zahn
Ms. Judy Hawley
Mr. Robert Kostelnik
Mr. Al Jones
Ms. Barbara Canales

Present: Mr. John P. LaRue
Mr. Tony Alejandro
Ms. Patricia Cardenas
Mr. Dennis DeVries
Mr. David Krams
Mr. Ruben Medina
Ms. Sandra Terrell-Davis
Mr. John Pasch
Mr. Tom Mylett
Mr. Gustavo Espinosa
Mr. Bland Chamberland
Ms. Audre Debler
Mr. Darrin Aldrich
Ms. Sherry DuBois
Mr. Dave Michaelson
Ms. Nelda Olivo
Mr. Bert Perez
Ms. Peggy Mettlen
Mr. Jesse Samu
Ms. Sofia Kinstley

Others Present: Mr. Leo J. Welder, Jr.

Others Present: Mr. Bob Paulison
Port Industries of CC
Mr. Tom Moore
Consultant
Mr. Fred Nardini
San Patricio County
Mr. Jim Shiner

Shiner Consulting
Mayor Pete Perkins
City of Ingleside
Ms. Mary Goldston
Goldston Engineering
Mr. Matt Pastl
voestalpine
Capt. Bobby Grumbles
Capt. Jay Rivera
Aransas/CC Pilots Assn.
Ms. Lillian Riojas
Valero Refining
Mr. Roger TenNapel
Flint Hills Resources
Mr. Rick DuPriest
WL Bates
Mr. Richard Stroot
PCCA Consultant
Mr. Harry G. Plomarity
Citizen
Mr. Roland Mower
CC Regional Economic Dev. Corp.
Mr. Mark Collette
Caller-Times
Cmdr. Peter Gooding
US Coast Guard
Mr. Brent Moore
HDR Engineering
Ms. JoAnn Ehmann
Ingleside on the Bay

I.

The meeting began at 8:15 a.m. with breakfast and a presentation from Ovations Food Services on the operations of the Ortiz Center.

II.

At 9:00 a.m., Chairman Carrell called the regularly scheduled portion of the meeting to order and asked that any conflict of interest affidavits be submitted. None were submitted.

III.

On motion made by Mr. Zahn and seconded by Mr. Borchard the Commission approved the minutes of June 11 and June 20, 2013, Commission meetings in the form presented to the

meeting after the minutes of the June 20 meeting were corrected to show Ms. Canales was in attendance.

IV.

Chairman Carrell appointed Ms. Canales as the Port representative to the Hispanic Chamber of Commerce and authorized the Executive Director to appoint a staff member to serve as the Port representative to the Corpus Christi Chamber of Commerce.

V.

The Chairman appointed Commissioners Jones, Zahn and Hawley to the Strategic Planning subcommittee. Then on motion made by Mr. Jones and seconded by Ms. Hawley, the Commission approved a professional service purchase order with EAI, Inc, in an amount not to exceed \$77,000 for services related to the development of PCCA's Strategic Plan 2020.

VI.

Chairman Carrell asked for comments from the public. Representatives of voestalpine announced that they had moved or were moving to Corpus Christi.

VII.

On motion made by Mr. Zahn and seconded by Mr. Borchard, the Commission approved, in accordance with staff's recommendation, a professional service purchase order with CH2M Hill in an amount not to exceed \$195,000 to perform a Port Security Program and Management Review.

VIII.

On motion made by Mr. Borchard and seconded by Mr. Zahn, the Commission tabled consideration of the Rules and Regulations Governing Vessels Using the Corpus Christi Ship Channel.

IX.

Items A, B and F were removed from the consent agenda to be acted upon separately. Then, on motion made by Mr. Zahn and seconded by Mr. Jones, Items C, D and E were approved, in accordance with the respective staff recommendations furnished to the Commission at the meeting, by one vote. These items were as follows:

- C. Approve Change Order with Haas-Anderson Construction Ltd. and Increase Contingency Allowance associated with the Nueces River Rail Yard – Phase I project to increase rail size on the track sidings.

- D.** Approve professional services contract with AG/CM, Inc. to provide inspection and construction contract administrative services associated with Nueces River Rail Yard – Phase I project.
- E.** Approve professional services purchase order for PSI, Inc. for construction and materials testing services for the Nueces River Rail Yard – Phase I project.

Item A: On motion made by Mr. Kostelnik and seconded by Mr. Borchard, the Commission approved, in the form presented to the meeting an Amendment to a Lease Agreement with Halliburton Energy Services, Inc. for property located on the north side of the Fulton Corridor near Avery Point Turning Basin.

Item B: On motion made by Ms. Hawley and seconded by Mr. Borchard, the Commission approved, in the form presented to the meeting, the First Amendment of Franchise granted to Sherwin Alumina Company, LLC on March 12, 2013, to change the units of measurement thereunder from long tons to metric tons.

Item F: On motion made by Mr. Kostelnik and seconded by Mr. Borchard, the Commission approved, in the form presented to the meeting, a professional services Master Agreement with LNV, Inc. The Commission then instructed staff to include in the Executive Director's Report for each month a list of the Master Services Agreements and the year-to-date expenditures under each.

X.

The Executive Director reported on the following during his report: Pilot Board hearings; Social Media training; EAS training; TxDot Commissioner visit and presentation; ISO recertification; FERC permits; property insurance; Colombia trip; China trip; Eagle Ford Consortium; and Lobbyists.

XI.

Chairman Carrell asked for comments from the Commissioners.

X.

There being no further business, the meeting adjourned at 10:24 a.m.

AGENDA ITEM NO. 3

No Attachment

CHARLES W. ZAHN, JR.
ATTORNEY AT LAW
2106 STATE HIGHWAY 361
P.O. BOX 941
PORT ARANSAS, TEXAS 78415
TELEPHONE: (361) 749-3442 * FAX: (361) 749-8415

To: The Members of the Coastal Windstorm Task Force
From: Charles W. Zahn, Jr.
Chairman of the Coastal Windstorm Task Force
Date: July 31, 2013
Re: Update

All:

As you are aware, I gave you a final update on the attempt to draft a windstorm insurance bill on May 16, 2013. I followed that update with a request on June 2, 2013, that you contact the Commissioner of Insurance concerning the issuance of Bond Anticipation Notes to complete the funding that the members of the Coastal Windstorm Task Force felt was needed to provide adequate coverage for the 2013 hurricane season. I really thought that the referenced correspondence would be my last on this issue until the 2015 legislative session. Well, I was wrong, and to be perfectly honest, I am glad I was wrong. I need to relate to each of you the events of this past week and their impact on this issue that is so important to each one of us.

You are all aware that Governor Perry appointed Julie Rathgeber, Deputy Chief of Staff for Lt. Governor Dewhurst, as the new Commissioner of Insurance on May 27, 2013. The following week during the First Called Special Session of the Legislature, Mrs. Rathgeber was confirmed by the Texas Senate. Immediately after her confirmation she met with State Representative Todd Hunter on various windstorm related issues. Chairman Hunter then invited Commissioner Rathgeber to come to Corpus Christi and visit with representatives of the Coastal Bend to begin discussions on a long term solution to the windstorm insurance program for those of us who live and work on the Texas Coast. That meeting took place last Tuesday and Wednesday.

A working group of elected officials and business persons had dinner Tuesday with the Commissioner and two members of her staff. The next morning another group had breakfast with the Commissioner and her staff. A small group then took the Commissioner on a tour of the Coastal Bend including the Barrier Islands and the Port of Corpus Christi. Next we had lunch with additional members of the Coastal Windstorm Task Force followed by an interview with the Commissioner by the staff of the Corpus Christi Caller-Times. This was followed by a public reception with the Commissioner. All in all, I would say that it was a very successful day. In fact in my remarks to the group at lunch, I stated that having the Commissioner in Corpus Christi and talking with her about windstorm insurance and her management style, that is the need to formulate a long range plan to resolve the issue once and for all, was like a "breath of fresh air" to each one of us who had an opportunity to meet with the Commissioner. Commissioner Rathgeber told us that while she cannot promise us anything, she would commit to listening to our proposed solutions and suggestions, and using them along with other input she expects to get on the issue, to arrive at a three (3) year plan that will make windstorm insurance reliable to those who need it at a price that is as economical as it can be. I'm repetitive, but her management style is what I believe, after spending almost a year with each of you searching for a solution to this issue, we are asking for, that is finding and implementing a long range solution to this issue. I would be remiss if I didn't thank the Corpus Christi Chamber of Commerce who sponsored the dinner and breakfast, and the Port of Corpus Christi Authority who sponsored the tour of the area as well as the Wednesday luncheon.

Our week got better last Friday when Chairman Hunter organized a group in Austin to develop a funding structure for the Texas Windstorm insurance Association ("TWIA"). The group included representatives of the insurance industry, independent insurance agents, insurance industry lobbyists, homebuilders, real estate agents, the banking industry, representatives of the business community, Chambers of Commerce, Texas Windstorm Insurance Association and the Texas Department of Insurance. We also had representatives from Chairman Hunter's office as well as from Representatives Eiland and Thompson's office. During the meeting Representative Hunter discussed the recent Attorney General's opinion on the responsibility of the State of Texas to fund windstorm claims in the event that TWIA is unable to do so. He also discussed his request for an opinion on whether or not the Board of Directors of TWIA has an obligation to assess the insurance industry for excess claims as a result of Hurricane Ike as provided in the statute that was in effect in September, 2008 when Hurricane Hike hit Galveston.

Representative Hunter then asked various attendees to provide information that will be used in formulating a funding structure for TWIA. The request included funding ideas from industry, a report on the financial condition of TWIA, the funding needs in a typical storm for the 3 primary geographic areas of the Texas Coast, a report on the use of a funding source referred to as Century Bonds, a summary of the funding proposal submitted by the Coastal Windstorm Task Force that was included in legislation proposed by both Chairman Hunter and Senator Hinojosa, the paper prepared by Ed Thompson on mutual funds and TWIA as well as input from all in attendance on ways to get rid of the negative connotations associated with windstorm and TWIA. Using this information and other information that will be developed by the group, the Chairman wants to have a proposed funding plan in place to meet Commissioner Rathgeber's goal to have a plan in three years to solve the windstorm insurance funding issue. Chairman Hunter's goal is to take three (3) funding plan options to the Governor, Lt. Governor and the Speaker of the House for their review and consideration.

Representative Hunter provided some guidance indicating that he was interested in a plan that stabilized rates and over a period of time bring the private market back into the Texas Coast. He also indicated that he will not support any plan that includes territorial ratings or an assigned risk component.

I would conclude the report on this extremely successful week by asking for help on August 13th at the Moody Garden's Resort in Galveston when the Board of Directors will discuss and possibly act on a rate increase as well as the request to assess the industry for excess claims resulting from Hurricane Ike. We will have representatives from the Coastal Bend at that meeting and would welcome your participation if you are able to attend.

Secondly I would advise you that it is my intent as well as that of Chairman Hunter, to once again come to your area of the state to discuss this path that the Chairman has charted. We will contact you to see if we can have some time in the future to meet with your constituents and once again seek their participation in this process. On behalf of the Task Force I would thank you for your participation in the past as we have considered this issue and ask that you once again indicate your willingness to help find and implement a long term solution to the windstorm insurance problem on the Texas Coast.

Charlie Zahn
Chairman
Coastal Windstorm Task Force

AGENDA ITEM NO. 5

No Attachment

AGENDA ITEM NO. 6

No Attachment

CC REGIONAL EDC
ROBSTOWN AREA EDC



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 7

**Approve a Memorandum of Understanding with the
Corpus Christi Police Department for PCCA Police Department's
Use of the CCPD Firearms Range Facility**

The PCCA Police Department has utilized the Corpus Christi Police Department (CCPD) firearms range facility for training and firearms exercise since the department's inception in 2003. In the past, this use was permitted by the CCPD at no charge and on a handshake basis. This year, the City of Corpus Christi decided to implement formal agreements for the use of this facility.

Attached is a copy of a Memorandum of Understanding that the CCPD has requested the PCCA execute. It basically sets out the rules and requirements to use the range, asks but does not require donations in the upkeep of the range, and indemnifies the City for the PCCA's employees on the site. Without an executed MOU, PCCA Police Department employees will no longer be allowed access to the range.

As the costs to provide a separate PCCA firing range would be significant in order to satisfy safety and environmental regulations, staff recommends approval of the Memorandum of Understanding with the Corpus Christi Police Department for execution by the Executive Director. This range is within the jurisdiction of the PCCA Police Department.

LEAD CONTACT: Tom Mylett; 361-885-6238; Tom@pocca.com

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CORPUS CHRISTI POLICE DEPARTMENT
AND
PORT OF CORPUS CHRISTI AUTHORITY
FOR THE BENEFIT OF
PORT OF CORPUS CHRISTI POLICE DEPARTMENT**

THIS **MEMORANDUM OF UNDERSTANDING** (hereinafter, the “MOU”) is made and entered into this _____ day of _____ 2013 by and between the Corpus Christi Police Department, hereinafter referred to as “CCPD”, and the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district and political subdivision of the State of Texas (“PCCA”), for the benefit of the Port of Corpus Christi Police Department, hereinafter referred to as “Port PD”. CCPD and PCCA are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, CCPD owns and facilitates a firearms range,

WHEREAS, such firearms range is utilized in the training of law enforcement officers,

WHEREAS, CCPD would like to aid local agencies in training,

WHEREAS, Port PD would like to utilize the firearms range,

WHEREAS, CCPD is willing to accept any aid in management and upkeep of the firearms range,

WHEREAS, CCPD and Port PD have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this MOU to memorialize their willingness and ability to provide assistance to one another, in order to further enhance training of local law enforcement officers.

NOW, THEREFORE, BE IT AGREED THAT:

1. Purpose: The purpose of this MOU is to set forth the terms and conditions under which Port PD may use the CCPD firearms range facility.

2. Term: This MOU shall become effective upon the date annotated above, and shall remain in full force and effect until it is terminated pursuant to Section 9 hereof. Upon becoming effective, this MOU shall supersede all previous agreements, if any, between the Parties concerning the usage of the firearms range.

3. Policy: CCPD reserves the absolute right to initiate, change or eliminate facilities, services, and programs, and to change its hours of operation. CCPD also reserves the right to refuse access to any Port PD personnel or representatives.

4. Rules and Procedure: PCCA agrees the Port PD will abide by and follow all rules and procedures established by the CCPD relating to the CCPD firearms range. Failure of Port PD personnel to abide by rules and procedures established by CCPD may result in removal of such personnel. Those current rules and procedures are included in this MOU as "Attachment 1". Serious violations may result in permanent ban of Port PD personnel or representatives from the firearms range.

5. Donations: The CCPD is willing to accept donations that assist in facilitating the range. Donations include assistance with upkeep of the firing range, supplies, and any other assistance Port PD is willing to provide. Port PD has no obligation to provide donations.

6. Assignment: No assignment of this MOU or any right or interest therein by Port PD is effective unless the City of Corpus Christi, Texas ("City") first gives its written consent to such assignment. The performance of this MOU by Port PD is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

7. Compliance with Laws: This MOU is subject to all federal, state, and local laws. All duties of the Parties will be performed in the City. The applicable law for any legal disputes arising out of this MOU is the law of the state of Texas and the venue for disputes under this MOU is the appropriate district, county, or justice court in and for Nueces County, Texas.

8. Amendments: This MOU may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

9. Termination: Either Party may suspend or terminate this MOU at any time by giving written notice of termination to the other Party.

10. Notice: Notice may be given by fax, hand delivery or certified mail; postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit in the U.S. mail, if sent by certified mail. Notice shall be sent as follows:

IF TO CITY:

Corpus Christi Police Department
Attn: Floyd Simpson, Chief of Police
321 John Sartain
Corpus Christi, Texas 78401
Fax No.: 361-886-2607

IF TO PCCA:

Port of Corpus Christi Authority
Attn: John P. LaRue
222 Power St.
Corpus Christi, Texas 78401
Fax. No.: 361-881-5171

11. Indemnification: To the maximum extent provided by applicable law, PCCA will indemnify and hold harmless the City, its officers, agents, employees and representatives (collectively, the "Indemnified Persons"), and will reimburse the Indemnified Persons, for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorney's fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising from or in connection with use of firearms range by Port PD personnel or representatives.

THE INDEMNIFICATION PROVIDED IN THIS SECTION WILL BE APPLICABLE WHETHER OR NOT THE SOLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE INDEMNIFIED PARTY, OR THE SOLE OR CONCURRENT LIABILITY IMPOSED VICARIOUSLY ON THE INDEMNIFIED PARTY, IS ALLEGED OR PROVEN.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates under each signature herein.

[Signature Page to Follow]

Port of Corpus Christi Authority
of Nueces County, Texas

John P. LaRue
Executive Director

Date: August 13, 2013

Corpus Christi Police Department

Floyd Simpson
Chief of Police

Date: _____

Approved as to Legal Form: _____, 2013

Buck Brice
Assistant City Attorney
For City Attorney



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 8

**Approve Modification to Tariff 100-A, Item 225, "Water," to
Adjust the Charge for Water from PCCA Terminal Facilities**

The Port's charge for potable water provided to customers at our docks and terminal facilities has not changed in over 35 years. The current drought situation and our water conservation efforts under the EMS program have caused us to re-evaluate our rate structure for water under Tariff Item 225.

A review of our water bills for the period January 2011 through the present at all of our public docks and facilities shows that we are under-charging for the potable water we provide. Our actual expenses range from a high of \$9.16 per 1,000 gallons to a low of \$6.27 per 1,000 gallons. The average cost for all docks is approximately \$7.84 per 1,000 gallons. Our current tariff charges \$2.50 per 1000 gallons.

In addition, each water transfer requires a port security guard to unlock the water valve and read the meter, then upon completion read the meter again and re-lock the valve.

Staff recommends that a \$25.00 connection fee be established for each water transfer and to increase the water rate from \$2.50 per 1,000 gallons to \$8.00 per 1,000 gallons. Staff further recommends that this charge be made effective on October 1, 2013.

The new Tariff shall read as follows:

**ITEM 225
WATER**

A charge for water shall be made at \$8.00 per 1000 gallons. An additional charge of \$25.00 for each connection at Terminal Facilities will also be assessed.

Lead Contact: Tony Alejandro; 361-885-6188; tony@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 9

**Approve a Resolution to Recommend the Preferred Alternative Route
for the Replacement of the Harbor Bridge**

WHEREAS, the Texas Department of Transportation, in cooperation with the Federal Highway Administration, has proposed replacing the existing Corpus Christi Harbor Bridge and improving the approach roadways along US-181 and SH-286; and

WHEREAS, the Harbor Bridge provides a very important and critical transportation link serving the Port of Corpus Christi Authority, its industrial customers and the entire region; and

WHEREAS, the existing Harbor Bridge is a six-lane structure with no shoulders and is functionally obsolete, increasingly expensive to maintain, and represents an obstacle to navigation for ships with vertical clearance greater than 138 feet; and

WHEREAS, the proposed project is needed to address several long-term concerns including maintaining the long-term operation of US-181 crossing the Corpus Christi Ship Channel and the elimination of safety risks caused by design deficiencies; and

WHEREAS, the mission of the Port is to serve as a regional economic development catalyst while protecting its existing industrial base and simultaneously working to diversify its international maritime cargo business; and

WHEREAS, a modern, efficient and safe Harbor Bridge will improve the operations of the Port and make it more attractive to new industry; and

WHEREAS, the Port supports development of multi-modal transportation projects that enhance and facilitate economic development for the benefit of our region; and

WHEREAS, the four alternate routes for the Harbor Bridge under review are commonly described as the Green, Orange, Red, and West Routes; and

WHEREAS, the Red Route has the optimum connectivity with a direct connection between SH-286 and US-181; and

WHEREAS, the Red Route enhances safety by not requiring complex connectors, curves, or ramps to connect SH-286, IH-37, and US-181; and

WHEREAS, on May 14, 2013, the Port Commission resolved that the Port of Corpus Christi Authority, in cooperation with the Texas Department of Transportation, the Federal Highway Administration, and the Corpus Christi Metropolitan Planning Organization, will contribute \$15,000,000 in cash toward the replacement of the Harbor Bridge and will provide the necessary rights-of-way over land it owns and controls, with an estimated value of \$23 million, that may be needed for the construction of the new Harbor Bridge; and

WHEREAS, on August 1, 2013, the Corpus Christi Metropolitan Planning Organization Transportation Policy Committee recommended the Red Route as the preferred alternative for the replacement of the Harbor Bridge.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PORT COMMISSION OF THE PORT OF CORPUS CHRISTI AUTHORITY that the Port of Corpus Christi Authority recommends the Red Route as the preferred alternative for the replacement of the Harbor Bridge.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com





DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 10

**Approve Lease Agreement with Texas Lehigh Cement Company, LP,
for 5.31 Acres on the Industrial Canal**

Texas Lehigh Cement Company, LP (Texas Lehigh), currently holds a lease on approximately 8.75 acres of PCCA-owned lands fronting on the north side of the Industrial Canal of the Corpus Christi Ship Channel. The current lease was made effective on May 1, 1975, and was last modified on August 2, 1988, to extend the term through April 30, 2017, and to add a provision guaranteeing that Texas Lehigh will move a minimum of 58,000 tons of cement cargo across the docks and pay 50% of the PCCA's normal tariff wharfage rate as additional rent during each year of the term of the agreement. Though Texas Lehigh owns an existing dock fronting on the ship channel, the dock is in poor condition and has been used infrequently over the past several years.

Texas Lehigh, through its affiliate Northern White Sands, has identified an opportunity to handle sand on the leased premises and on its privately-owned property located immediately north of the Fulton Corridor. Northern White Sands would move the sand via barge to the leased premises for off-loading at the private docks of Texas Lehigh. It will then be moved by conveyor to a sand processing facility located across the Fulton Corridor where the sand would then be trucked to the Eagle Ford shale and other oil and gas shale plays. Cement products will continue to be handled at the site with transport of that commodity being primarily by ship and rail.

The sand processing facility north of the Fulton Corridor has already been completed, and sand is currently being shipped through the Bulk Terminal or Cargo Dock No. 9 and then trucked to their site. In order for Northern White Sands to be able to bring cargo directly to the leased premises by barge, more channel frontage is required and significant dock and conveyor improvements are necessary. Staff and representatives of Texas Lehigh have been negotiating a new lease over the past several months to replace the current Lease Agreement in order to provide Texas Lehigh and its affiliate with the assurance that the current lease will not be terminated upon its expiration in April of 2017. The new lease, having a term of up to 30 years, would allow Texas Lehigh and Northern White Sands as a permitted sublessee, to handle both cement and sand products. As a requirement of the lease, Texas Lehigh must remove their existing old dock and mooring structures in their entirety as well as the existing conveyor system that crosses the Fulton Corridor. Also, since the new lease reduces the premises on its northern boundary, Texas Lehigh agrees to remove a portion of an existing packing warehouse if and when the PCCA needs the additional space to construct a rail track parallel to the existing track located between the Fulton Corridor and the leased premises. The lease's channel frontage would increase by 400 feet to approximately 1,000 feet where Texas Lehigh plans to build a new

dock with excavating and conveying equipment to unload 1,500 DWT and 3,300 DWT sand barges and to accommodate 22,000 DWT cement ships.

The new Lease will increase Texas Lehigh's annual base rent from \$29,895.60 to \$79,650.00. In addition to the increase in the annual base rent, the guaranteed minimum throughput of cargo to be moved across the dock will increase from 58,000 tons annually to 200,000 tons annually beginning in 2016, increasing to 300,000 tons annually in 2018 and beyond if future options are exercised to extend the Lease. The Lease also incorporates a variable monthly rent composed of a non-marine cargo fee equal to one-half the current wharfage rates for the same cargo, as well as a railcar fee for each car loaded or unloaded upon the premises.

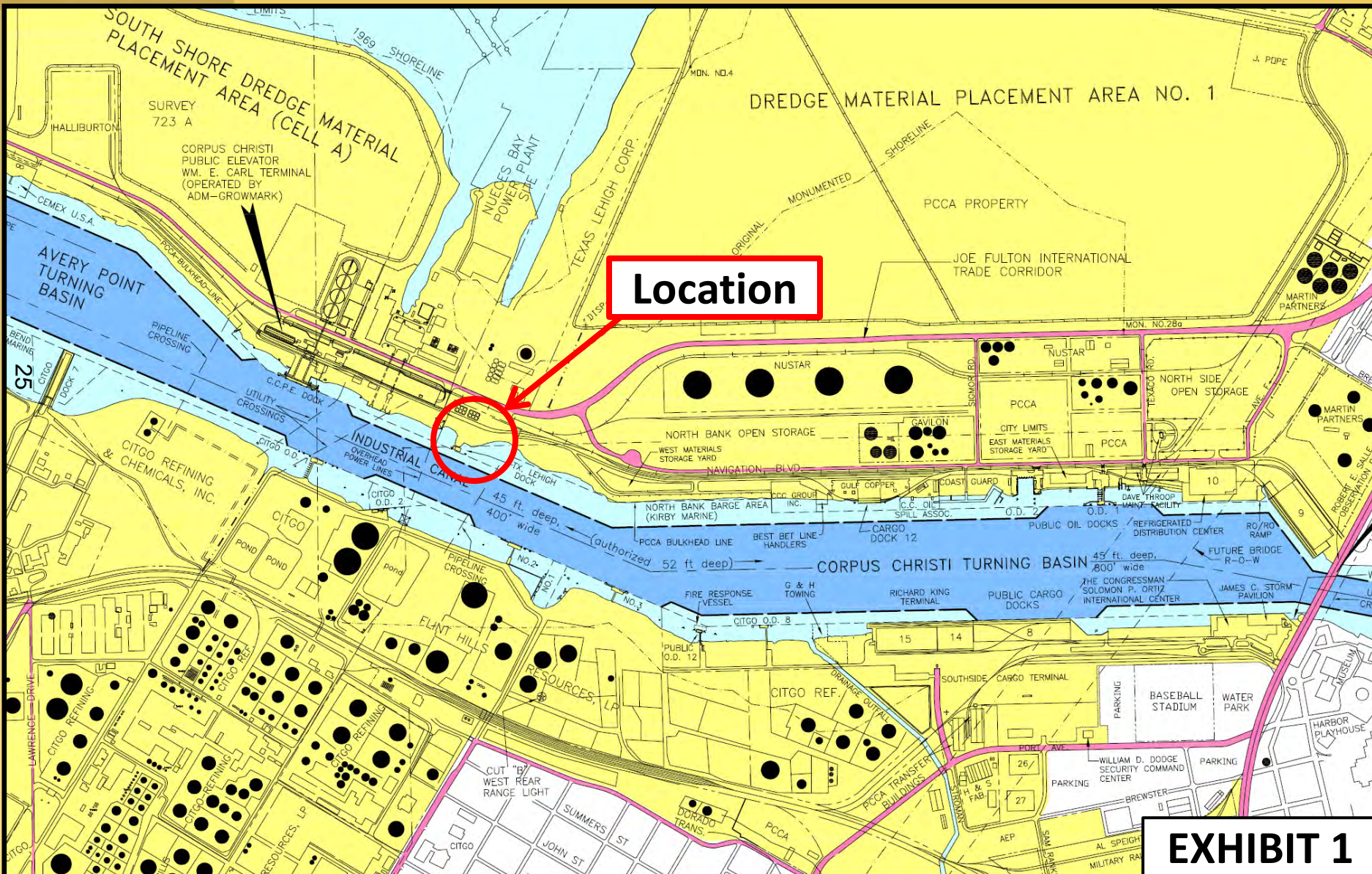
Having Texas Lehigh remove its existing dock structure will allow the bulkhead line and construction of the new dock facility to be adjusted shoreward by 100 feet, greatly increasing navigation safety for this busy and highly congested reach of the ship channel. Also, having a new overhead conveyor installed across the Fulton Corridor allows for the removal of the existing conveyor structure which was also being used to support some electrical systems. The estimated cost to remove and relocate the electrical facilities is \$250,000.00. In consideration for the costs associated with gaining these desired navigation and roadway safety improvements, the PCCA negotiated a wharfage discount not to exceed \$100,000.

Texas Lehigh's continued occupation of this leased property is critical to the ongoing growth of the Coastal Bend area due to the company's crucial role in the cement/sand industry. Staff recommends approval of this new Lease Agreement with Texas Lehigh Cement Company, LP.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



Texas Lehigh Cement Company, LP Lease

**EXHIBIT 1**

**PORT OF CORPUS CHRISTI AUTHORITY
LEASE SUMMARY**

Lessee: Texas Lehigh Cement Company

Leased Premises: 5.31 acres fronting on Industrial Canal of the Corpus Christi Ship Channel

Use: Bulk Cement and Sand Handling

Term: Five Years Commencing on August 2, 2013 and Ending on August 1, 2018

Options: Five – Five Year Option Extensions

Start Date: August 2, 2013

Annual Rent: August 2, 2013 through August 1, 2015 Rent Fixed at Current \$11,680.00
Commencing on August 2, 2015 Increases to \$79,650.00

Additional Rent: August 2, 2013 through August 1, 2015 Minimum Guaranteed Throughput of 58,000 Tons of Cement Cargo at 50% Wharfage Tariff Rate; Beginning August 2, 2015 Increases to 150,000 tons, August 2, 2016 Increases to 250,000 tons and August 2, 2017 and Thereafter Increases to 300,000 tons per year.

Beginning on August 2, 2015, additional monthly rent equal to the product of (i) the quantity (by weights or measurements, as appropriate) of all Non-Marine Cargo unloaded at or onto the Leased Premises from a railcar, truck or other means of ground transportation during such month, multiplied by (ii) the Authority's then-current tariff Wharfage rate for the same cargo.

Beginning August 2, 2015, additional rent for the right to use the Leased Premises for loading and unloading of railcars, Lessee agrees to pay to Authority a monthly rent equal to the sum of the following amounts with respect to each calendar month during the Term of this Lease:

- (1) \$100.00 for each railcar loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises; and
- (2) \$50.00 for each railcar loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises.

Adjustment of Rent: Equalization Value Adjustment Every Five Years

Remarks: This lease will replace and supersede existing lease in phases based upon completion of improvements. Lessee to remove existing dock and mooring structures including portion of submerged dock and construct a new barge and ship dock located shoreward of existing dock, Lessee to remove existing overhead conveyor structure crossing Corpus Christi Terminal Railroad ROW and the Joe Fulton International Trade Corridor and construct a new more elevated conveyor to the east of the existing conveyor, Lessee to dredge larger slip area for mooring of barges and ships and to construct all necessary mooring structures.

LEASE AGREEMENT

Between

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**
(*“Authority”*)

And

TEXAS LEHIGH CEMENT COMPANY LP
(*“Lessee”*)

August 13, 2013

LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This **LEASE AGREEMENT** is made this 13th day of August, 2013, by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (hereinafter called "Authority"), and **TEXAS LEHIGH CEMENT COMPANY LP**, a Texas limited partnership, whose principal address is P.O. Box 610, Buda, Texas 78610, (hereinafter called "Lessee"). This lease agreement amends and restates that certain Lease Agreement dated May 1, 1975 by and between Nueces County Navigation District No. 1 and Centex Cement Corporation ("Original Lease") which shall be superseded and replaced with this lease agreement (the "Lease Agreement").

ARTICLE 1 LEASE OF PREMISES

Section 1.01. Description of Premises and Term

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee leases from Authority for the entire term, including any extensions, stated in this Section, real property situated in Nueces County, Texas, which is described as follows:

The surface estate of that certain tract of 5.31 acres of land, more or less, as depicted on Exhibit A attached hereto and incorporated herein by reference and certain Lessee owned improvements situated thereon (hereinafter called "Leased Premises"). Lessee shall also have the following appurtenant rights, obligations and privileges with respect to use of the Authority's property adjoining the Leased Premises:

(a) **Ingress and Egress:** As of the effective date of this lease agreement there are three (3) existing driveway areas crossing a strip of land located between the northern boundary of the Leased Premises and the southern boundary of the Joe Fulton International Trade Corridor (the "Fulton Corridor"). This strip of land is owned by the Authority and commonly referred to as the Corpus Christi Terminal Railroad Right of Way (the "Railroad ROW"). The driveway areas crossing the Railroad ROW are necessary to provide access to the Leased Premises from the Joe Fulton International Trade Corridor and are shown on Exhibit B. Authority hereby grants Lessee the rights necessary to use the existing driveway areas and to cross the Railroad ROW as a means of ingress and egress to and from the Leased Premises. Lessee at Lessee's expense shall maintain the driveway areas and the railroad crossings to required specifications of the Authority and Authority's rail operator and use by Lessee or its Affiliates shall not interfere with the use of the Railroad ROW by the Authority or the Authority's railroad operator. The rights granted to Lessee pursuant to this Section 1.01(a) shall be subject to and subordinate to the Authority's use of the Railroad ROW for railroad operations or for any other purpose deemed necessary or

desirable by the Authority including the right of Authority to grant others the right to cross the driveway areas with phone lines, utility lines, pipelines, drainage culverts or for other right of way purposes. The Authority, at Authority's sole discretion, reserves the right to install additional railroad tracks and switching facilities within the Railroad ROW and in the event the Authority elects to install the same, Lessee at Lessee's, expense shall install grade level railroad crossings within the driveway areas meeting the specifications required by the Authority or Authority's railroad operator.

(b) Existing Overhead Conveyor and Wiring Harness System: As of the date of this lease agreement, Lessee owns and operates one overhead structure crossing the Fulton Corridor and the Railroad ROW as shown on Exhibit B (the "Existing Conveyor"). As a material portion of the consideration agreed upon by the Authority in connection with the execution of this lease agreement, Authority will require and Lessee has agreed to remove the Existing Conveyor on or before August 2, 2015. Lessee shall have the right to continue to use and maintain the Existing Conveyor through August 2, 2015. The rights granted under this Section 3.02(b) shall be restricted to only the existing footings and related traffic barriers located around the footings and to the aerial space above the Fulton Corridor and the Railroad ROW and shall automatically expire on the earlier to occur: (i) the date the Existing Conveyor is removed and the surface is returned to a condition satisfactory to the Authority or (ii) August 2, 2015. Authority reserves the right to use the property for any reason deemed necessary or desirable by Authority so long as the same does not unreasonably interfere with the rights granted to the Lessee. Lessee shall bear all of the cost of removal of the Existing Conveyor however, Lessee shall be entitled to recover a portion of the cost of removal not to exceed One Hundred Thousand Dollars (\$100,000) pursuant to Section 4.06 of this lease agreement.

Lessee's failure or refusal for any reason to remove the Existing Conveyor on or before August 2, 2015 shall constitute a default under this lease agreement and Authority may exercise its rights and remedies including the termination of this lease agreement as provided for in Article 8 below.

(c) New Overhead Conveyor System: Lessee has represented to the Authority that a new conveyor system will be constructed to connect the Leased Premises to Lessee's plant site and processing facilities located on Lessee's lands located on the north side of the Railroad ROW and the Fulton Corridor. Authority has relied on this representation as a material aspect of the Authority granting this lease agreement and hereby grants the Lessee the right to install one overhead structure across the Railroad ROW and the Fulton Corridor which shall be located to the east of the Existing Conveyor as shown on Exhibit B (the "New Conveyor"). The New Conveyor shall be constructed within a 20 foot width and provide a vertical clearance of not less than twenty six feet (26') from the bottom of the New Conveyor to the highest point of any portion of the Fulton Corridor roadway or the top of the highest rail located within the Railroad ROW and shall comply with all applicable railroad standards and state laws applicable thereto. The Authority expressly reserves the right to use the lands upon and over which the New Conveyor will be constructed so long as such use does not unreasonably interfere with the use of the New Conveyor by Lessee or its Affiliates. Except for periods of construction and maintenance, the rights granted pursuant to this Section 1.01(c) are restricted to aerial rights only and shall be limited to width and height of the facilities approved in advance by the Authority.

The Lessee shall not install any supports or supporting structures within the boundaries of either the Fulton Corridor or the Railroad ROW. In the event the New Conveyor is not installed and operational by May 31, 2015 the rights granted by this Section 1.01(c) shall expire and be of no further force and effect.

(d) Railroad Sidings and Spur Tracks: As of the effective date of this Lease Agreement, there are certain Authority owned railroad sidings or spur tracks designated as Tracks Number 668 and 669 and certain Lessee owned railroad spur tracks designated as Tracks Number 673 and 674 located upon and across the Leased Premises as shown on the attached Exhibit C.

The Authority reserves the right to use that certain strip of land crossing the Leased Premises upon which the said tracks 668 and 669 are now located for the use, operation and maintenance of its existing or future railroad tracks. These tracks serve the Corpus Christi Public Elevator currently under lease to Archer-Daniels-Midland Company ("ADM") and are subject to a Non-Exclusive Track Use Agreement by and between the Authority and ADM. The Authority hereby grants Lessee the non-exclusive right to use the tracks for the staging and switching of railcars by Lessee. All railcar movements over tracks 668 and 669 shall be coordinated through the office of the Corpus Christi Terminal Railroad ("CCTR") and ADM, their successors or assigns.

The Lessee owns and operates certain spur tracks located upon the Leased Premises that extend in an easterly and a westerly direction across Authority lands located adjacent to the eastern boundary and the western boundary of the Leased Premises. The Authority, in connection with this Lease Agreement, grants unto Lessee a right of way and easement fifteen (15) feet in width, the centerline thereof being located along the centerline of each existing track of the Lessee, extending from the eastern boundary of the Leased Premises and the western boundary of the Leased Premises to the point(s) of connection of each track with the Authority's mainline railroad system as shown on Exhibit C. Lessee shall have the right and privilege to use the strip or strips of Authority's adjacent lands for the operation, maintenance, repair and replacement, of Lessee's spur tracks and Lessee shall have the right and privilege in connection therewith, to operate, maintain, repair and replace two (2) switching facilities and two (2) turnout facilities located at the points of connection of each spur track with Authority's railroad tracks as shown on Exhibit C, all to be maintained at the sole cost of Lessee and used for the purpose of switching of railcars to be loaded or unloaded at the Leased Premises.

The Authority reserves the right to use the lands adjacent to the Leased Premises for any purpose deemed necessary or desirable by the Authority so long as such use does not unreasonably interfere with or prevent Lessee from using Lessee's spur track or switching facility.

(e) Dock and Slip Area: Lessee has agreed to demolish and remove in its entirety, at no cost to the Authority, the existing dock, mooring, and breasting structures located within the premises of the Original Lease and outside the Leased Premises along the Industrial Canal of the Corpus Christi Ship Channel and to construct, or cause to be constructed, a new dock structure to be located within the Leased Premises as generally described in this lease agreement and in

connection therewith, Authority hereby grants Lessee the right to dredge and cut away certain submerged and emergent lands of the Authority located adjacent to the southern boundary of the Leased Premises and extending toward the Corpus Christi Industrial Canal as shown on Exhibit A. Lessee shall have the right to use the area designated on Exhibit A south of the new north bulkhead line along the Leased Premises for the construction of slips and for the mooring of vessels at the Leased Premises. Lessee shall commence or cause the commencement of construction of the new dock and slip on or before May 31, 2015. Lessee shall provide shoreline protection to prevent erosion or the undermining of any existing shoreline protection along the existing shoreline barge staging area on the west side of the Leased Premises as shown on Exhibit A. All design plans and specifications for the dock structures and shoreline protection improvements shall be submitted and approved by the Authority's Director of Engineering in advance of any work being performed on the Leased Premises. Lessee shall coordinate all dredging and shoreline construction activities with the adjoining Franchisees, Lessees and Grantees holding rights under any Easement or Right of Way (the "Third Parties") and shall provide the Authority written confirmation that Lessee's planned activities will not interfere with the facilities of the Third Parties located in the immediate vicinity of the Dock and Slip area.

Lessee's failure or refusal for any reason to commence with or cause the commencement of the demolition and removal of the existing dock on or before May 31, 2015 shall constitute a default under this lease agreement and Authority may exercise its rights and remedies including the termination of this lease agreement as provided for in Article 8 below. Should Lessee fail to complete the demolition and removal pursuant to this section 3.01(e), Authority may cause the same to be removed and the Lessee shall be liable for all costs associated therewith. In the event Lessee fails for any reason to reimburse Authority for the cost of demolition and removal of the structures, the Lessee shall be deemed to be in default of this lease agreement and the Authority shall have the right to terminate the lease agreement as provided for in Article 8 below.

(f) Warehouse Encroachment: As of the date of this lease agreement, there is an existing warehouse located upon the Leased Premises that extends beyond the Leased Premises encroaching upon the southern portion of the Railroad ROW (the "Warehouse"). Authority has notified Lessee of its plans to construct additional railroad track(s) within the Railroad ROW and that a portion of the Warehouse and the Warehouse's supporting structures and foundation must be removed in order to accommodate the plans of the Authority. Lessee has agreed that it will remove a portion of the Warehouse as required by the Authority upon written notice. Lessee shall be permitted the right to continue to occupy and use the Warehouse until such time as the Authority provides written notice that it must be removed and Lessee shall have 180 days after the date of the written notice to remove the portion of the Warehouse. Should Lessee fail to complete the removal the Warehouse pursuant to this section 3.01(f), Authority may cause the same to be removed and the Lessee shall be liable for all costs associated therewith. In the event Lessee fails for any reason to reimburse Authority for the cost of removal of the Warehouse, the Lessee shall be deemed to be in default of this lease agreement and the Authority shall have the right to terminate the lease agreement as provided for in Article 8 below.

TO HAVE AND TO HOLD the Leased Premises and the appurtenant rights, obligations and privileges enumerated above for a primary term of Five (5) years, beginning on the 2nd day

of August, 2013, and (subject to earlier termination as herein provided) ending at midnight, Central Time, the 1st day of August, 2018.

In addition, Authority hereby grants to Lessee the option to extend the term of this lease agreement for Five (5) additional option periods of Five (5) years each, beginning on the first day after the expiration of the primary term and each option term hereof; but if, at the date the original term or any extended term expires, Lessee is in default beyond any grace period provided in this lease agreement in performing any of the terms of this lease agreement, the remaining option or options are void. The option to extend the term shall be exercised by Lessee giving to Authority notice in writing of such exercise at least sixty (60) days prior to the expiration of the primary term or any option term of this lease. Notice of an intention to exercise an option under this lease agreement must, to be effective, be sent by certified mail to Authority at the address provided in the Section in this lease agreement entitled Payments and Notices and must be postmarked no later than the latest date provided in this section for Lessee's exercising the option. Annual rent shall be determined for each option term pursuant to Section 3.03 of this lease agreement. Notwithstanding the foregoing, in the event a rent adjustment is being disputed pursuant to the provisions of Section 3.03, any deadline imposed above for the delivery of notice by Lessee to Authority shall be extended until the date that is 30 days after the resolution of any such rent adjustment dispute.

Section 1.02. Holding Over

If Lessee holds over beyond the primary term or any option term of this lease without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay two (2) times the monthly rent being charged Lessee in the month prior to the commencement of Lessee's holding over, and Lessee will be subject to all other terms of this lease agreement applicable to a tenant at sufferance.

ARTICLE 2 INSPECTION OF LEASED PREMISES

Lessee has inspected the Leased Premises, including all improvements, fixtures, equipment and personal property situated on the Leased Premises and has conducted any environmental assessment survey it desired and on the date of this lease agreement accepts the Leased Premises As Is, Where Is, and in the condition it existed on that date, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the premises and to the maximum extent permitted by applicable law, Authority hereby disclaims, and lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for Lessee's purpose.

ARTICLE 3 RENT

Section 3.01. Annual Base Rent

For the period beginning the 2nd day of August, 2013 and ending on the 1st day of August 2015, the Annual Base Rent payable is fixed at Eleven Thousand Six Hundred Eighty and 00/100 Dollars (\$11,680.00).

Beginning on the 2nd day of August, 2015, Subject to adjustments provided for herein, Lessee agrees to pay to Authority at its offices in Corpus Christi, Texas, annual rent for the Leased Premises equal to ten percent (10%) per annum of the Equalization Value of the Leased Premises. For the purpose of fixing annual rent for the remainder of the primary term of this lease as of the 2nd day of August, 2015, the Equalization Value of the Leased Premises is fixed at One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00) per acre, and the Annual Base Rent to be paid Authority by Lessee as rent during the remainder of the primary term of this lease, subject to any adjustments of rent made pursuant to this lease agreement, will be Seventy Nine Thousand Six Hundred Fifty and NO/100 Dollars (\$79,650.00), and may be paid in monthly installments of Six Thousand Six Hundred Thirty Seven and 50/100 Dollars (\$6,637.50). "Equalization Value" is that value per acre (or in some instances, per square foot) placed on the Leased Premises by Authority for the purpose of equalizing, to the extent practicable, the rent paid by its tenants leasing property of the Authority of the same general type and in the same general area as the Leased Premises.

The first annual or monthly installment of rent hereunder is due and payable on or before the 2nd day of August, 2015 or ten days after the approval of this lease by Authority, whichever occurs last. Rent for any fractional year or month at the beginning or end of the lease term will be prorated on a per-day basis. Each annual payment of rent is due and payable on or before the 2nd day of August of each succeeding year thereafter; each monthly installment of rent is due and payable on or before the 1st day of each succeeding month thereafter. Annual or monthly payments must be paid at the offices of Authority in Corpus Christi, Nueces County, Texas. If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is lesser, from the date payment was due until the date payment is made. Authority may also impose a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the unpaid amount, whichever is greater, to defray Authority's administrative costs incurred as a result of Lessee's failure to timely make such payment, the amount of such costs not being readily ascertainable. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's remedies in any manner. Failure to pay such interest or late charge within thirty (30) days after written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by certified check, money order or wire transfer. For purposes of this section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due; provided, however, an adjustment payment made

by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein.

Rent must be paid to Authority at its address for notice hereunder or to such other person or at such other address in Nueces County, Texas, as Authority may from time to time designate in writing. Rent must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset.

This is a net lease. Authority shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this lease or the financing, ownership, construction, reconstruction, maintenance, operation, or repair of the Leased Premises or the improvements thereon.

Section 3.02. Variable Monthly Rent

Beginning on the 2nd day of August, 2015, in addition to the annual base rent and as additional rent for the right to use the Leased Premises for handling and/or processing Non-Marine Cargo (as defined below), Lessee agrees to pay to Authority, at the same place for payment as the annual base rent, a variable monthly rent ("Variable Monthly Rent") equal to the sum of the following amounts with respect to each calendar month during the Term of this Lease:

- (1) an amount equal to the product of (a) the quantity (by weights or measurements, as appropriate) of all Non-Marine Cargo (as defined below) unloaded at or onto the Leased Premises from a railcar, truck or other means of ground transportation during such month, multiplied by (b) one-half (1/2) of the Authority's then-current tariff wharfage rate for the same cargo and;
- (2) \$100.00 for each railcar loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises; and
- (3) \$50.00 for each railcar loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises.

For purposes of this Section 3.02, "Non-Marine Cargo" means any cargo transported into the jurisdiction of the Authority by any mode of transportation other than water. Lessee may deduct from the Variable Monthly Rent payable pursuant to Section 3.02(1) with respect to any calendar month an amount equal to the wharfage which Lessee agreed to pay to the Authority during each calendar month on Non-Marine Cargo (and products made from Non-Marine Cargo) transported from the Leased Premises to or across any public wharf, dock or pier within the jurisdiction of the Authority.

Authority and Lessee agree that Lessee will pay on all cargo transported from the Leased Premises to water transportation or from water transportation to the Leased Premises over Lessee's private dock, or any other private dock, in the Port of Corpus Christi, any franchise agreement notwithstanding, the applicable wharfage for such cargo shipments, and Lessee may deduct such amount paid from the Variable Monthly Rent, at the Authority's then-current tariff wharfage for the same cargo.

The Variable Monthly Rent for each calendar month shall be due and payable on or before the last day of the following calendar month. Lessee must report in writing monthly to Authority (i) the number of railcars loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises, (ii) the number of railcars loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises, and (iii) the gross tonnage and type of all Non-Marine Cargo unloaded at or onto the Leased Premises from a railcar, truck, or other means of ground transportation during such month. Lessee shall keep and maintain a complete and accurate set of books and records showing all of the foregoing information in order that the Authority may ascertain therefrom what rentals are due to the Authority from Lessee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, at any and all reasonable times.

Section 3.03. Adjustment of Rent

The annual rent for each option period of this lease may be adjusted by Authority for changes in the Equalization Value in the following manner:

Thirty (30) days or more before the expiration of each five year period of the primary term or any option period of this lease, Authority has the right in its sole discretion to revalue the Leased Premises (excluding any improvements made to the Leased Premises by Lessee) for the purpose of fixing annual rent in each of the next succeeding option periods based on the fair market value of the Leased Premises, or some portion thereof. If Authority revalues the Leased Premises or some portion thereof, Authority must notify Lessee in writing of the new valuation. If Lessee is not notified of a new valuation prior to thirty (30) days before expiration of the primary term or any option period of this lease, it is conclusively presumed that the Equalization Value for the next ensuing option period of this lease is to be the same as the then current Equalization Value. The annual rent for each option period for which there is a change in the Equalization Value must be equal to ten per cent (10%) of the Equalization Value of the Leased Premises established by Authority, but in no event may it be less than ten per cent (10%) of the fair market value determined.

In the event Lessee does not agree to the increase in Equalization Value, Lessee has the option, to be exercised in writing to Authority within thirty (30) days after the date notice is given to it of the increase in Equalization Value, to either (1) terminate this lease agreement and surrender the Leased Premises effective at Midnight, Central Time, of the last day of the current primary term or option period of this lease, or (2) agree in writing to binding arbitration to fix the Equalization Value of the Leased Premises for the ensuing option period.

In the event Lessee agrees to binding arbitration, the arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (although the parties do not have to use the services of the American Arbitration Association).

The arbitrator selected by the parties, as a part of his duties as an arbitrator will select an appraiser who is MIA certified, and has greater than ten (10) years experience appraising land such as the Leased Premises.

The appraiser selected by the arbitrator will make an appraisal of the Leased Premises using comparable property and the following criteria for the appraisal process:

Comparables used shall include all recent sales and lease information available on similarly situated properties along the channels of ports located on the Texas Gulf Coast.

The comparables used shall be the average values during the most recent year in which there are comparables sales or leases.

The fair market value of the Leased Premises shall be based on the highest and best use for the Leased Premises, regardless of the use to which the Leased Premises is being put.

The arbitrator will, within sixty (60) days after receipt of the appraisal, determine the Equalization Value for the next ensuing option term of this lease agreement. The arbitrator's decision will be final and is binding on all parties to this lease agreement.

In no event, however, will the process provided for in this Section result in a reduction of the annual rent below the annual rent paid by Lessee during the expiring primary, or any option term of this lease.

Section 3.04. Utilities and Taxes

In addition to the annual rent described hereinabove, Lessee agrees to pay when due all charges it contracts for (a) water, gas, electricity, and other utilities, (b) garbage service, (c) security or guard services, or (d) railroad services in connection with the Leased Premises. If at Lessee's request or because of Lessee's failure to pay for services to the Leased Premises it contracted for, Authority provides any such services to the Leased Premises or pays the cost for any such services, Lessee will pay to Authority the cost of such services as additional rent upon receiving Authority's invoice therefore, payment to be made pursuant to the terms of said invoice.

Lessee will also pay as additional rent its pro rata share of any utility services provided by Authority.

During the term of this lease, Lessee must pay or cause to be paid when due all taxes, assessments, fees or charges imposed on the Leased Premises by virtue of Lessee's tenancy or upon Lessee's property on, or Lessee's interest in, the Leased Premises.

Lessee may, at its expense, contest any tax, assessment, fee or charge for which it is responsible under this section. Except as provided in the following paragraph, Lessee need not pay the tax, assessment, fee or charge while the contest is pending. Except as provided in the following paragraph, Lessee may prevent Authority from paying any tax, assessment, fee or charge that Lessee is contesting under this section, pending resolution of the contest, by depositing with Authority the full amount of the tax, assessment, fee or charge plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax, assessment, fee or charge. When the contest is resolved, Lessee must pay the tax, penalty and interest imposed and may use the money deposited with Authority to pay any tax, assessment, fee or charge, plus any penalty or interest, due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, fee or charge.

Notwithstanding the provisions of the foregoing paragraph, Authority may pay – or require Lessee to pay – any tax, assessment, fee or charge for which Lessee is responsible under this Section, pending resolution of Lessee’s contest of the tax, assessment, fee or charge, if payment is demanded by a holder of a mortgage on the premises or if failing to pay will subject all or part of the premises to forfeiture or loss.

Any of said taxes, fees or charges that are payable by Lessee for the tax year in which this lease agreement commences, as well as during the year in which this lease agreement terminates, shall be apportioned so that Lessee shall pay its proportionate share of the taxes, fees or charges for such periods of time. Lessee may pay such taxes, fees or charges in installments as and when such installments become due. Lessee must deliver to Authority evidence of payment of all taxes, fees or charges, which Lessee is obligated to pay hereunder concurrently with making such payment.

ARTICLE 4 USE OF LEASED PREMISES

Section 4.01. Use

The Leased Premises may be used for the following purposes, and for no other purpose, unless written permission for other use is obtained from Authority:

To build, construct, alter, maintain, repair, and use such buildings, structures, tracks, pipelines, docks, wharves, and slips, and other related facilities (i.e. docks, wharves, slips, cement silos, packing houses, truck scales, dust control equipment) as may be necessary, convenient or required to enable Lessee to move, store, transport, and ship bulk cement cargos, as well as clinker, aggregates and other raw materials commonly used in the manufacturing or blending of cement. In addition, Lessee, either for itself or for others, shall be permitted to move, store, transport and ship sand and proppants, as those commodities are commonly known and used in the hydraulic fracturing process of extracting oil

and gas. Authority acknowledges and agrees that the anticipated use of the Leased Premises by Lessee and its Affiliate, Northern White Sand LLC, for this purpose shall be a permitted use of the Leased Premises hereunder.

Lessee shall have the right to cross the Authority's north bulkhead line and may conduct and perform all such dredging on the south side of the north bulkhead line as may be reasonably necessary as a means of access for ships and other vessels to Lessee's docks, wharves and slips. Lessee shall also have the right, subject to applicable rules and regulations relating thereto and the prior approval by the Authority, to conduct and perform such dredging east and west of the Leased Premises as necessary within the limits shown on Exhibit A.

Placement of dredge material generated by Lessee's dredging operations into Authority's existing dredge material placement areas shall be permitted by separate agreement by and between the Authority and the Lessee. The agreement and the placement of dredge material within the Authority's dredge material placement areas shall be subject to the advance approval of the U.S. Army Corps of Engineers and subject to all requirements of the Authority and the Federal Government. Lessee shall pay fees equal to the number of cubic yards of dredge material placed within the Authority's dredge material placement areas multiplied by the then current fees for dredge material placement established by both the Authority's Port Commission and the US Army Corps of Engineers.

Lessee shall have the right, at its sole expense, to construct and maintain railroad switching and loading tracks and roads on the Leased Premises as may be reasonably necessary for the convenience of the Lessee.

Lessee shall also be responsible for providing any necessary drainage improvements that may be necessary as a result of its activities on the Leased Premises.

Lessee will not:

A. Use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner, which is directly or indirectly:

Inconsistent with the requirements of Section 4.01 hereof;

Violative of (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Lessee or the Leased Premises, including zoning, environmental and utility conservation matters; (b) Authority's Tariffs or Rules and Regulations; (c) insurance requirements; or (d) other documents, instruments or agreements (written or oral) to which the Leased Premises is bound or encumbered;

Dangerous to life or property or a public or private nuisance; or

Disruptive to the activities of any other tenant or occupant of property adjacent to the Leased Premises;

B. Bring or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or toxic materials except for commercially reasonable amounts of materials used in the ordinary course of Lessee's business, nor commit or permit to remain any waste or damage to the Leased Premises; or

C. Commit, or permit to be committed, any action or circumstance on or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in increasing the rate of or canceling the insurance policies maintained by Lessee or Authority on the Leased Premises or improvements thereon, or those of other lessees of Authority's property adjacent to the Leased Premises.

Section 4.02. Environmental Representations, Restrictions and Environmental Indemnity

Lessee hereby represents and warrants to Authority:

That Lessee's construction, occupancy, operation or use of the Leased Premises will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws");

That, without limitation of Section 4.01A above, in its use of the Leased Premises Lessee will not violate any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 42 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606 ; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code; Texas Community Right-to-Know Acts, Chapters 505 – 507 Texas Health and Safety Code; Authority's Tariffs, Rules and Regulations and the Port of Corpus Christi Authority's Design and Construction Guidelines set forth in Authority's Real Estate Manual.

That the use which Lessee intends to make of the Leased Premises will not result in the Disposal or other Release of any material or substance regulated under Applicable Environmental Laws, including but not limited to any Hazardous Substance or Hazardous or Solid Waste on or to the Leased Premises--the terms "Hazardous Substance" and "Release" have the meanings specified in CERCLA, and the terms "Hazardous or Solid Waste" and "Disposal" (or "Disposed") have the meanings specified in RCRA--and, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply to such terms used in this lease agreement subsequent to the effective date of such amendment and, further, to the extent the laws of the state of Texas establish a meaning for "Hazardous Substance," "Release," "Hazardous or Solid Waste," or "Disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply to such terms used in this lease agreement, and in either of said instances Lessee must immediately cease activities prohibited by or in violation of Applicable Laws or Applicable Environmental Laws upon the Leased Premises and notify Authority in writing.

Lessee understands and agrees that the Leased Premises are being leased in an "As Is, Where Is" condition and that improvements, grading, filling, removal of existing improvements, and relocation of utility lines shall be made and performed by Lessee at the sole cost and expense of Lessee. Lessee further understands and agrees that the "As-Is, Where Is" condition of the Leased Premises includes any contamination of the Leased Premises, including structures, soils, groundwater, and any adjacent channel or bay water and sediment, and that information received from Authority regarding such matters may not be complete or accurate and should not be accepted as such.

In the event of a Release of any environmental contaminants which exceed permitted levels as defined by any city, state or federal law or regulation, Lessee must immediately stop the Release and cease any prohibited activities which may be resulting in such Release; and promptly notify the proper environmental and safety agencies, federal, state, and local, as well as Authority, in writing, of the date, time, and nature of the Release, including, but not limited to, a description of the environmental contaminants discharge or released, and provide a MSDS for each of the said environmental contaminants.

In addition, upon receipt from any agency or department of the state of Texas or the federal government, Lessee will promptly furnish PCCA written information concerning any citation, notice of violation, enforcement action or penalty regarding any safety or environmental violation sent to Lessee, or any entity consulting or working on the Lessee's behalf relative to or at the Leased Premises. This information must include:

A. A general description of the conduct that resulted in the citation, notice of violation, enforcement action or penalty; and

B. The document(s) sent from the agency or department to Lessee, or any entity consulting or working on the Lessee's behalf, which state the citation, violation, enforcement action or penalty.

Further, in the event of a Release, Lessee hereby acknowledges that excavation of soils from the Leased Premises could result in exportation of a regulated waste requiring appropriate characterization, handling, transport and disposal (together "Regulated Waste Removal"). Authority takes no responsibility and assumes no liability whatsoever for Regulated Waste Removal. Accordingly, **Lessee hereby waives any claim, or potential claim, it may have to recover costs or expenses arising out of or associated with Regulated Waste Removal and agrees to indemnify, defend and hold harmless Authority, its Port Commissioners, directors, managers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses to the extent arising from, out of, or in any way related to Regulated Waste Removal. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs and expenses, Authority will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee, which approval will not be unreasonably withheld.**

Also, in the event of a Release, Authority accepts no liability or responsibility for ensuring that Lessee's workers, including without limitation those conducting testing, construction and maintenance activities on the Leased Premises, are satisfactorily protected from residual contaminants described in 29 Code of Federal Regulations. Lessee shall assess all human health risks from vapor transport or direct contact with residual hazardous substances or contaminants and incorporate such engineering and institutional controls as may be required by law to sufficiently protect human health of onsite workers and transient visitors. **Lessee hereby waives any claim, or potential claim, it may have to recover any damages, losses, costs and expenses related to worker exposure or alleged exposure to any residual onsite contamination, and to indemnify, defend and hold harmless Authority, from and against any and all such claims, liabilities, losses, damages, costs and expenses. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs and expenses, Authority, its Port Commissioners, directors, managers, employees, and agents will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee, which approval will not be unreasonably withheld.**

In claims against Authority, its Port Commissioners, directors, managers, employees, and agents by or for an employee of Lessee, its agents, contractors, owners, invitees, or licensees, the Lessee's indemnification obligation under this Section 4.02 shall not be limited by a limitation on the compensation or benefits payable by or for the Lessee, its agents, contractors, owners, invitees, or licensees, under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against Authority, its agents, contractors, owners, invitees, or licensees, to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Authority, its agents, contractors, owners, invitees, or licensees, or a settlement by Authority, its agents, contractors, owners, invitees, or licensees, Lessee expressly agrees to reimburse and hold harmless Authority, its agents, contractors, owners, invitees, or licensees, for the damages based on such judgment or settlement as provided in this Section 4.02.

Lessee will cooperate with the Authority's Tenant Audit Program (the "Program"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with local, state, and federal laws, rules and regulations, this lease agreement, and Authority's Tariffs, Rules, and Regulations. Through the Program they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this lease agreement or the tariff have been observed, then Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

Lessee must clean up, remove, remediate and repair any soil or ground water contamination or damage caused by the presence or Release of any Hazardous Substance or Hazardous or Solid Waste (or any other materials or substances regulated by Applicable Environmental Laws) in, on, under, or about the Leased Premises during occupancy of the Leased Premises in conformance with the requirements of Applicable Laws or Applicable Environmental Laws. Lessee shall promptly give Authority written notice of any suspected breach of this paragraph, upon learning of the presence or any release of any Hazardous Substance or Hazardous or Solid Waste, or upon receiving any notice from governmental agencies pertaining to any Hazardous Substance or Hazardous or Solid Waste which may affect the Leased Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this lease.

All of the foregoing representations and warranties made by Lessee are continuing and must be true and correct for the entire term of this lease, including any extensions hereof, and all of such representations and warranties will survive expiration or termination of this lease agreement.

Section 4.03. Underground Storage Tanks

Lessee may not construct, install, maintain, use or otherwise operate on the Leased Premises any petroleum or chemical underground storage tank.

Section 4.04. Wharfage

The Leased Premises contain frontage on the Industrial Canal of the Corpus Christi Ship Channel, and Lessee is granted access to the Leased Premises from, and right of use of said channel, without payment of dockage from its private dock. Lessee will pay Authority one-half (1/2) of the Authority's regularly published wharfage rate for such commodities as such rate exists at the time commodities move from water transport to the Leased Premises or from the Leased Premises to water transport. All commodities or cargo moved from or to water

transportation at the Leased Premises will pay all of Authority's other tariff charges applicable to the same. Lessee must report in writing monthly to Authority the amount of such commodities handled and pay to Authority at its offices in Corpus Christi monthly the amount due pursuant to this lease agreement and Authority's tariff. Authority shall have the right at reasonable times during business hours to inspect the books and records of Lessee concerning such shipments and payments.

Section 4.05. Permitted Use; Continuous Operation

Lessee will (a) continuously maintain the Leased Premises open for its usual business and available for the purposes permitted hereunder during its usual business hours on normal business days and (b) handle at the Leased Premises bulk cement, sand and other commodities and materials in export or import commerce.

The covenants of this Section 4.05 are material to this lease, and should Lessee fail to satisfy such covenants, Authority may employ the remedies set forth in the Article of this lease agreement entitled Default.

Section 4.06. Throughput

Lessee guarantees that it, or its Sublessee, shall during the primary term of this lease, and any holdover period, move over Authority's bulkhead line at the Leased Premises or pay Authority's then current tariff rates for each such movement, including wharfage and handling, a minimum of number of short tons of bulk cement and sand ("Cargo"), or a combination thereof, per year as follows ("Minimum Guaranteed Throughput "):

Beginning	Ending	Tons
August 2, 2013	August 1, 2014	58,000
August 2, 2014	August 1, 2015	58,000
August 2, 2015	August 1, 2016	150,000
August 2, 2016	August 1, 2017	250,000
August 2, 2017	August 1, 2018	300,000

During each succeeding Option Period the Minimum Guaranteed Throughput shall be negotiated between the parties but in no event shall the Minimum Guaranteed Throughput be less than 300,000 tons of Cargo.

Shipments from year to year shall not be cumulative and excess tonnage for any single lease year shall not carry over into any succeeding lease year for the purpose of calculating the Minimum Guaranteed Throughput. Lessee's guarantees shall be calculated on the basis of 25,000 tons per month for each month during any holdover period subsequent to the term of this lease.

Lessee agrees to pay to the Authority as additional rent for each year of the initial term of this lease ("Lease Year") an amount equal to the total amount of fifty percent of Authority's then current tariff rates for each movement applied to the Minimum Guaranteed Throughput, including wharfage and handling, multiplied by the number of tons by which the Minimum

Guaranteed Throughput for such year exceeds the actual number of tons of Cargo actually moved over Authority's Dock (s) designated in this Section 4.06 during such Lease Year. The current tariff rates for any Lease Year are the Authority's rates per ton for Cargo of the type or types to be moved that are in effect on the first day of such Lease Year. The additional rent payable pursuant to this Section 4.06 is referred to herein as "Throughput Rent."

After the removal of the Existing Conveyor is complete, Lessee shall be entitled to recover a portion of the cost of the removal in an amount not to exceed One Hundred Thousand Dollars (\$100,000). The Lessee shall be entitled to a reduction of 50% of the annual or monthly Throughput Rent ordinarily payable under this section 4.06 until the limit of One Hundred Thousand Dollars (\$100,000) is reached. Lessee will each time it takes a reduction as stated will at the same time provide Authority with adequate written receipts and documents to account for the said reduction. If Authority, within thirty (30) days after its receipts and documents objects to the adequacy of the receipts and documents provided by Lessee; the parties will meet within fifteen (15) days after the date of Authority's receipt of such documentation and make a good faith effort to resolve the objection. If the objection cannot be resolved within such time period, the parties agree to mediate the objection by mediation in Corpus Christi, Texas within Thirty (30) days after either party demands mediation. If the matter is not resolved by mediation, the parties may use such other legal means to as each chooses to resolve the matter.

Lessee shall keep and maintain a complete and accurate set of books and records showing all Cargo shipped over Authority's Dock(s) designated in this Section 4.06 in order that Authority may ascertain therefrom any amounts due to Authority from Lessee as Throughput Rent. Such books and records shall be subject to inspection by Authority, its agents and attorneys at any reasonable time. Promptly after the end of each Lease Year a computation shall be made as to the amount of Throughput Rent payable by Lessee to Authority for such Lease Year, or part thereof, and Lessee shall pay to Authority the Throughput Rent due for such Lease Year, if any, on or before the sixtieth day after the end of such Lease Year ("Due Date"). If Lessee has been unable to determine with certainty the amount of Throughput Rent payable with respect to any Lease Year prior to the Due Date for such payment, then Lessee shall pay to the Authority on or before such Due Date an amount equal to Lessee's good faith estimate of what the Throughput Rent for such Lease Year will be. If the actual Throughput Rent for any Lease Year is different from the estimated Throughput Rent paid for such Lease Year, Lessee will notify the Authority of such discrepancy as soon as it is known and either Lessee will pay any deficiency to the Authority, or the Authority will refund any overpayment to Lessee, within thirty days after the date on which Lessee notifies the Authority of such discrepancy.

During any holdover period, Throughput Rent will be reported and paid monthly by Lessee on or before the 10th day of the month following each holdover month.

The covenants of this Section 4.06 are material to this lease, and should Lessee fail to satisfy such covenants, Authority may terminate this lease agreement.

Section 4.07. Mooring of Vessels

Only ships, boats, barges, or other vessels or equipment being loaded or unloaded by Lessee may be moored along the water frontage of the Leased Premises. Lessee or Sublessee must notify the Harbormaster of all vessel movements into and out of the slip at Leased Premises. Mooring ships, boats and barges of others, including pleasure craft and houseboats, is prohibited unless special arrangements are made with Authority for the payment of Authority's charges for such berthing.

For the mooring of barges or other vessels along the Leased Premises the following restrictions shall apply: (i) 1,500 ton barges, typically measuring 195' X 35', may only be berthed two wide and extend not more than seventy five feet (75') south of the Leased Premises. (ii) 3,300 ton barges, typically measuring 220' X 55', may only be berthed one wide and extend not more than 60 feet south of the Leased premises. (iii) Ships up to 22,000 dead weight tons using spacer barge may not extend more than 125' south of the Leased Premises.

Lessee will provide at its expense all moorings necessary, or required by Authority's Harbormaster, to moor ships, boats, barges or other vessels or equipment at the Leased Premises. Such moorings must be located so as not to be in contact with either tieback rods or anchorage for the bulkhead at the Leased Premises. Lessee agrees to remove, or cause to be removed, within twenty-four (24) hours after notice from Authority's Harbormaster, any vessel owned or controlled by Lessee and docked at the Leased Premises, which in the sole opinion of the Authority's Harbormaster is a hazard to navigation.

ARTICLE 5 IMPROVEMENTS OR ALTERATIONS AND MAINTENANCE

Section 5.01. Permanent Improvements

All improvements made, placed, or constructed on the Leased Premises or as allowed in the lease (i.e. Dredging) by Lessee after the date of this lease agreement will be at the sole cost and expense of Lessee. Lessee must construct and install Lessee's improvements in a good and workmanlike manner. New or additional improvements may not be constructed nearer than 8.5 feet to the centerline of any existing or proposed railroad track on or adjacent to the Leased Premises.

While constructing improvements, maintaining, or carrying on its activities, on the Leased Premises, Lessee must comply with the *Antiquities Code of Texas (Texas Natural Resources Code, Chapter 191)* and applicable rules promulgated thereunder by the Antiquities Committee, or its successor. Lessee shall undertake its activities on the Leased Premises in a manner consistent with public policy relating to the location and preservation of archeological sites and other cultural resources in, on, or under public lands. Lessee shall use a commercially reasonable degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks on the Leased Premises. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Authority and to the Texas Antiquities Committee, as set out in the

Committee's rules. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

Section 5.02. Maintenance and Return of Leased Premises

Lessee will, throughout the lease term and any extensions of it, at its own expense and risk, maintain the Leased Premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this section must be performed promptly when required and so as not to cause depreciation in the value of the Leased Premises.

If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth above, within a reasonable time after notice from Authority of the need for repair, replacement, or maintenance, Authority may enter the Leased Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. Upon Authority's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this section, Lessee must immediately reimburse Authority for the costs incurred by Authority pursuant to this Section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Authority.

At the expiration of the lease term or any renewals or extensions thereof, Lessee will surrender the premises in good order and repair except for reasonable wear and tear since the last necessary repair, replacement, restoration or renewal made by Lessee pursuant to its obligations under this lease agreement.

Section 5.03. Approval of Alterations and Improvements

Lessee must submit to Authority plans for any proposed waterfront facilities, buildings, drainage or improvements of any kind on the Leased Premises or Easement areas, or any alterations or additions to existing buildings or improvements, and they must be approved in writing by, the Director of Engineering Services of Authority prior to the commencement of work on the same. To facilitate the Authority's review, two (2) sets of formal plans that clearly define the project must be submitted to Authority for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the project site, and including, but not limited to, any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, and existing channel depth elevations must be included with the plans submitted. The site plan must clearly show the bottom of cut line and top of slope line of any planned dredging. If any dredging is planned by Lessee, its agents, servants, contractors or employees that will, in Authority's judgment, based upon customary dredging operations, result in removal of a substantial quantity of earth or material from, or damage to, adjacent real property, Lessee must

obtain the written permission of the adjacent property owner to carry out the work described for the project and submit it to the Authority with the formal plans.

Slips at or serving any dock or waterfront facility located on the Leased Premises must be maintained by Lessee at a sufficient depth to prevent vessels berthed at the dock from striking bottom due to lowering of the water level from passing vessels or seasonal low tides.

Copies of all permits for work in navigable waters issued to Lessee by the Department of Army or any other federal, state or other governmental agency shall be filed with Authority.

No approval by Authority of Lessee's designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that Lessee's designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed building, dock or other improvements constructed on the Leased Premises. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Lessee of its obligation to construct the building in a workmanlike manner. **Lessee will defend, indemnify, and hold harmless Authority from and against any lawsuits, actions, causes of action or claims to the extent arising out of Authority's approval of any of Lessee's designs, site plans, plans, specifications or other matters relating to the Leased Premises.**

Section 5.04. No Liens

Unless otherwise agreed, Lessee may not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Lessee's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid should occur or be asserted, Lessee will, promptly upon demand by Authority and at Lessee's expense, cause same to be released.

Section 5.05. Laborers and Materials

Lessee will pay for all labor and services performed for, materials used by, or furnished to, any contractor employed by Lessee with respect to the Leased Premises and defend, indemnify and hold Authority and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Lessee's failure to pay for labor or materials provided to the Leased Premises. If Lessee elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with such labor, services or materials, Lessee agrees to include Authority as an additional obligee thereunder.

Section 5.06. Storm Sewers/Railroad Spur Tracks

Lessee agrees to construct or to pay for the construction of (a) storm sewers required by Authority to drain the Leased Premises or (b) railroad spur tracks requested by Lessee, and approved by Authority, to serve the Leased Premises. If requested by Authority or the railroad,

Lessee will enter into a joint maintenance agreement with the railroad and bear Lessee's pro rata share of the cost of maintaining any railroad spur on the Leased Premises.

Section 5.07. Building Code

All improvements placed on the Leased Premises by Lessee must comply with all applicable codes unless they are modified by Port of Corpus Christi Authority Design and Construction Guidelines found in the current Port of Corpus Christi Authority Project Manual which may be obtained from Authority's Department of Engineering Services.

Section 5.08. Permits

Lessee must obtain and maintain in effect at all times during the term of this lease agreement all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of Lessee's improvements and Lessee's use and occupancy of, and operations at, the Leased Premises. Lessee will provide Authority's Department of Engineering Services with copy of its permits, licenses and consents as the same are obtained.

Section 5.09. Ownership or Removal of Alterations, Modifications or Improvements by Lessee

At the expiration or earlier termination of this lease, all alterations, modifications or improvements upon the Leased Premises made by Lessee, including all buildings, rail spurs and tracks, paneling, decorations, partitions, heating, ventilating and air-conditioning machinery and equipment, lighting fixtures, plumbing equipment, sprinkler system, and the like, shall, absent any agreement between Authority and Lessee to the contrary at the time of installation, or unless Authority otherwise elects, which election shall be made by giving a notice in writing (a) not less than fifteen (15) days prior to the expiration of this lease, or (b) not more than fifteen (15) days following any termination of this lease other than by expiration, become the property of Authority and shall remain upon and be surrendered with the Leased Premises as a part thereof at the end of the lease term. In the event Authority notifies Lessee to remove any or all of the alterations, additions or improvements made by Lessee, Lessee must do so and must repair any damage caused by such removal, all within forty-five (45) days after the date of expiration or termination of this lease agreement. Trade fixtures, furnishings and equipment, except for those referred to above, which are installed by Lessee, at its expense, may be removed by Lessee provided Lessee removes the same and repairs any damage caused by such removal within thirty (30) days after the date of expiration or termination of this lease. Any trade fixtures not removed by Lessee when this lease terminates are considered abandoned by Lessee and will automatically become Authority's property. If any trade fixture installed by Lessee is abandoned when the lease terminates, Lessee must pay Authority any reasonable expense actually incurred by Authority to remove the fixture from the premises, less the fair market value of the fixture once removed, if Authority uses the trade fixture.

Section 5.10. Signs

Lessee may not place any signs at or on the Leased Premises nor paint any signs on any building on the Leased Premises unless first approved in writing by the Director of Engineering Services of Authority. Lessee must remove all its signs when this lease terminates and repair any damage resulting from erecting or removing the signs.

Section 5.11. Floodplain

Lessee acknowledges that Lessee has been advised by Authority that the Leased Premises is in the FEMA floodplain and that construction of improvements must conform to the laws and regulations applicable to construction of improvements in a floodplain.

ARTICLE 6 USE BY AUTHORITY

Authority reserves the right to use any streets or roadways on the Leased Premises. Authority further reserves the right to use as much of the Leased Premises as is necessary to lay mains for gas, water or sewers on the Leased Premises, to place poles and necessary wires and attachments for electricity or for telephone and fiber optic lines over and across any part of the Leased Premises, and to lay, or grant easements or rights of way for the laying of, pipelines for oil, petroleum, petroleum products, fiber optics and any other products over, under and upon the Leased Premises; provided, however, that the same shall not interfere with Lessee's buildings, improvements or Lessee's use of the Leased Premises. Authority has the right to use third parties for the performance of the rights reserved to Authority in this Article, and Authority has the right to grant easements or rights of way reserved to Authority in this Article to other parties.

ARTICLE 7 SUBLETTING OR TRANSFER

Section 7.01. Sublease or Transfer

Lessee may not assign or sublet this lease agreement in whole or in part nor any interest therein nor sublet the Leased Premises nor any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises, nor permit the transfer of this lease by operation of law or otherwise without the prior written consent of Authority. Consent of Authority to one or more assignments or subletting does not operate as a waiver of Authority's rights concerning any subsequent assignments or subletting. If this lease agreement is assigned, or if any of the Leased Premises, or any part thereof, is sublet or occupied by anyone other than the Lessee, then Authority may, after default by the Lessee, collect rent from the assignee, subtenant or occupant and apply the net amount collected, less any costs of collection, attorneys' fees or other costs incurred by Authority, to the rent provided for in this lease agreement. No assignment, subletting, occupancy or collection waives the obligations of Lessee under this lease agreement upon acceptance of same by Authority. Authority may assign or transfer any of its interests under this Lease Agreement. Furthermore, Lessee shall not, without Authority's express

written consent, cause or permit an interest, direct or indirect, in itself to be sold, assigned, transferred, exchanged, or otherwise disposed of (each a "Disposition") such that, after the Disposition, the Lessee shall cease to be controlled by substantially the same individuals and/or entities who Control it as of the effective date of the Lease; provided, however, that this restriction shall not be operative if, on the date of the Disposition, the net worth of Transferee (who is defined in Section 7.02) is more than Ten Million and NO/100 Dollars (\$10,000,000.00. As used in this paragraph "Control" means the power to elect a majority of the directors or other members of the governing body of Lessee, or in any other manner to control or determine the management of the Lessee.

Section 7.02. Subleases by the Lessee

(a) Upon the expiration or any earlier termination of this Lease, or in case of the surrender of this Lease by Lessee to Authority, any Sublease will end as of the effective date of such expiration, termination, or surrender and Sublessee will vacate the sublet space on or before such date

Notwithstanding the forgoing, Authority acknowledges that Lessee has entered into a facility use agreement with Northern White Sands, an affiliate of the Lessee and Authority and Lessee agree that the Lessee may sublease, license or grant concession rights (a "Sublease") with respect to less than all or substantially all of the Leased Premises to or in favor of said affiliate (a "Sublessee"); provided that (i) such Sublease is not prohibited by applicable law or would not otherwise result in a violation of law, (ii) such Sublease does not result in any additional obligations to the Authority under this Agreement or otherwise; (iii) such Sublease does not impair the Lessee's ability to perform its obligations and covenants under this Agreement; and (iv) if this Lease expires or terminates during the term of the Sublease for any reason other than condemnation or destruction by fire or other cause, or if Lessee surrenders this Lease to Authority during the term of the Sublease, Authority, in its sole discretion (upon written notice given to Lessee and Sublessee not more than thirty [30] days after the effective date of such expiration, termination or surrender and without any additional further agreement of any kind on the part of the Sublessee), may elect to continue the Sublease with the same force and effect as if Authority and Sublessee had entered into a lease as of such effective date for a term equal to the then unexpired term of the Sublease and containing the same terms and conditions as those in the Sublease. In such event, Sublessee will attorn to Authority and Authority and Sublessee will have the same rights, obligations and remedies as it had by Lessee and Sublessee prior to such effective date, respectively, except that Authority will not be (a) liable for any act or omission by Lessee, or (b) subject to any offsets or defenses which Sublessee had or might have against Lessee, (c) bound by any rent or additional rent or other payment paid by Sublessee to Lessee in advance, or (d) bound by any amendment to the Sublease not consented to by Authority.

If Sublessee does not vacate the sublet space upon expiration of the Sublease pursuant to the provisions of the first sentence of this Article 7, Authority will be entitled to all the rights and remedies available to a Authority against a Lessee holding over after the expiration of a term.

(b) No Sublease by the Lessee shall relieve the Lessee of, and the Lessee shall remain fully and primarily liable for, the performance of its obligations and covenants under this Agreement. Any Sublease shall specifically be subject and subordinate at all times to this

Agreement. Any Sublease made in violation of the foregoing provision shall be null and void *ab initio* and of no force and effect.

(c) The Lessee shall deliver to the Authority a true and correct list of all Sublessees to which Lessee has granted a Sublease, an identification of the specific portion of the Leased Premises that each such Sublessee is permitted to occupy, and a copy of the fully executed agreement documenting each Sublease.

Section 7.02. Conditions

The following conditions automatically apply to each sublease, assignment or transfer by Lessee or any sublessee without the necessity of same being stated in or referred to in Authority's written consent:

A. Lessee must execute, have acknowledged and deliver to Authority and cause the sublessee, assignee or other transferee ("Transferee") of any portion of Lessee's interest in this lease agreement, the leasehold estate created hereby or the Leased Premises to execute, have acknowledged and deliver to Authority, an instrument in form and substance acceptable to Authority in which:

The Transferee adopts this lease agreement and assumes and agrees to perform all of the obligations of Lessee hereunder, as to the interest transferred to it;

The Transferee grants Authority an express first and prior contract lien and security interest in its improvements located upon and property brought into the transferred premises to secure its obligations to Authority hereunder;

Lessee subordinates to Authority's statutory lien, contract lien and security interest any liens, security interests or other rights, which Lessee may claim with respect to any property of the Transferee;

Lessee and any guarantor of this lease agreement agrees with Authority that, if the rent or other consideration due by the Transferee with respect to the rights of Lessee hereunder to be transferred to Transferee exceeds the rent for the transferred space, then Lessee shall (and any guarantor guarantees that Lessee shall) pay Authority as additional rent hereunder all such excess rent and other consideration immediately upon Lessee's receipt thereof;

The Transferee agrees to use and occupy the transferred space solely for the purposes permitted under Article 4 and otherwise in strict accordance with this lease agreement; and

Lessee and any guarantor acknowledge and agree in writing that, notwithstanding the transfer, Lessee and any guarantor remain directly and primarily liable for the performance of all the obligations of Lessee hereunder (including, without limitation, the obligation to pay all rent), and Authority shall be permitted to enforce this lease agreement against Lessee, any

guarantor or the Transferee, or all of them, without prior demand upon or proceeding in any way against any other persons.

B. Lessee must deliver to Authority a counterpart of all instruments relative to the sublease, assignment or other transfer executed by all parties to such transaction (except Authority); and

C. Lessee shall pay or cause to be paid to Authority, at the time of the execution and delivery of the documents, the sum of \$2,500.00 to cover Authority's administrative and legal costs for each amendment, assignment, sublease, and any estoppel certificate requested from Authority by Lessee or any sublessee.

ARTICLE 8 DEFAULT

Section 8.01. Rights and Remedies of Authority

If for ten (10) business days after service by mail or otherwise to Lessee by Authority of written notice of a breach or default by Lessee under any provision of this lease agreement, the Lessee does not or shall neglect or fail to comply with or remedy such breach or default, or if the said breach or default complained of shall be of such a nature that the same cannot be completely remedied or cured within such ten (10) business day period, then such breach or default shall not be an enforceable breach or default against Lessee if Lessee shall have commenced curing such breach or default within such ten (10) business day period, and shall with reasonable diligence and in good faith, proceed to remedy the default complained of; or if any proceedings concerning Lessee or the Leased Premises be had in bankruptcy, reorganization, arrangement or receivership, or if any assignment shall be attempted to be made of this lease agreement for the benefit of creditors; or if Lessee abandons or vacates a substantial portion of the Leased Premises for thirty (30) consecutive days; then in any of said cases or in any similar case which, in the sole judgment of Authority, evidences a serious financial insecurity of Lessee, Authority shall have the rights and remedies that may be provided at law or in equity and the following options:

A. Without terminating this lease agreement, Authority may terminate Lessee's right of possession of the Leased Premises under this lease agreement by giving Lessee three (3) business days notice of termination of Lessee's right of possession and Lessee's right of possession shall thereupon cease and come to an end and Authority may reenter and take possession of the Leased Premises; provided, however, Authority shall not be required to give such notice prior to the filing of an action of forcible detainer or at common law upon default by Lessee in the payment of rent. Upon entering and taking possession of the Leased Premises, Authority may:

1. Relet for the account of, or as agent for, Lessee the Leased Premises or any part thereof, to a tenant acceptable to Authority, without terminating this lease agreement or working a forfeiture of the rent to be paid, and after receiving the rent therefrom apply the same, first to the payment of all expense the Authority may be put to in recovering possession of the Leased Premises and in reletting same, including but not limited to the costs of renovating,

altering and repairing for a new tenant and attorneys' and brokers' fees, and then to the payment of the rent and additional rent payable under this lease agreement and to the fulfillment of Lessee's covenants hereunder. Lessee shall be entitled to any balance remaining after subtracting such costs and debts. Authority may at any time after reletting terminate this lease agreement for the breach or default on account of which it reentered and relet; or

2. Accelerate the future rent and additional rent due under this lease agreement and seek recovery of such rent and additional rent and any other damages provided for in this lease agreement, at law or in equity. Authority is entitled to recover future rent and additional rent from Lessee based upon the present value of the rent and additional rent discounted to present value at the rate of 3% per annum for the remainder of the term of the lease reduced by the fair market rental value of the Leased Premises during that period.

B. Terminate this lease agreement.

C. Lessee pledges with Authority all of its rents and profits from the Leased Premises in addition to the other security for the performance of the lease; and in connection with such pledging of the rents, the Lessee covenants and agrees with Authority that if Authority, upon default of Lessee, elects to file a suit to enforce this lease agreement and protect Authority's rights thereunder, Authority may apply to any court having jurisdiction, for the appointment of a Receiver of all and singular the demised premises, the improvements and buildings located thereon, and the personal property located therein, and thereupon it is expressly covenanted and agreed that the court shall without notice forthwith appoint a Receiver with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of strict right to Authority, and without reference to the adequacy or inadequacy of a remedy at law, the value of the property that is subject to Landlord's lien, or to the solvency or insolvency of Lessee; and without reference to the commission of waste.

Section 8.02. No Waiver

Any assent, expressed or implied, by the Authority or Lessee to any breach of any agreement, covenant or obligation herein contained shall operate as such only in the specific instance and shall not be construed as an assent or a waiver to any such agreement, covenant or obligation generally or of any subsequent breach thereof. The remedies provided herein or at law or equity shall not be mutually exclusive.

Section 8.03. Consequential Damages

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless and until Authority shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice by Lessee to Authority, properly specifying wherein Authority has failed to perform any such obligation.

Notwithstanding anything in this lease agreement to the contrary, Authority shall in no event be charged with or liable for any consequential damages suffered by Lessee as a

result of Authority's breach of this lease agreement or failure to perform any of its obligations under this lease agreement.

ARTICLE 9 LIEN AND SECURITY INTEREST

In consideration for the mutual benefits arising under this lease agreement, and as security for Lessee's performance of all its obligations under this lease agreement, Lessee hereby grants to Authority a lien and security interest in and on all property of Lessee now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Authority for payment of all rent and other sums agreed to be paid by Lessee herein. The provisions of this section shall constitute a security agreement under the Texas Uniform Commercial Code so that Authority has and may enforce a security interest on all property of Lessee now or hereafter placed in or on the Leased Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Leased Premises by Lessee. An event of default under this lease agreement shall be default under the security agreement. Authority may at its election at any time file a copy of this lease agreement as a financing statement. Authority, as secured party, is entitled to all of the rights and remedies afforded to a secured party under the Texas Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative to the Authority's liens and rights provided by law or by the other terms and provisions of this lease. Promptly upon request, and without further consideration, Lessee agrees to execute as debtor such additional financing statement or statements as Authority may now or hereafter reasonably request in order that Authority's security interests may be protected pursuant to the Texas Uniform Commercial Code, which financing statement Authority may at its election file in the appropriate records.

ARTICLE 10 SUBORDINATION

Section 10.01. Subordination of Landlord's Lien

It is contemplated that Lessee may be required to borrow funds for construction of improvements on the Leased Premises from time to time during the term of this lease agreement, and it may be desirable or convenient for Lessee to borrow additional funds for additional improvements, alterations, repairs or for other purposes to benefit the Leased Premises. Accordingly, it is agreed that Lessee shall at all times during the term of this lease, without the consent of Authority (but provided written notice and a copy of the security instruments are delivered to Authority), have the right to mortgage or convey by deed of trust or any other security instrument the leasehold rights of Lessee created by this lease agreement, together with all of Lessee's rights, titles, and interest in the buildings and improvements then or thereafter to be placed on the Leased Premises; provided, however, that any such mortgage, deed of trust, security conveyance or encumbrance will at all times be subject to and shall recognize the superior right, title and interest of Authority to the Leased Premises and to Authority's rights hereunder to require Lessee's payment of all rent due hereunder and Lessee's full and faithful performance of all covenants and conditions of this lease agreement due Authority.

Subject to the conditions stated in this Article, Authority subordinates its landlord's lien on the improvements and other property Lessee places on the Leased Premises to the rights of the holder of any such mortgage, deed of trust or other security instrument.

Section 10.02. Holder of Security

In the event at any time during the term of this lease agreement Lessee or anyone holding under Lessee shall be in default of any of the covenants or any of the conditions of this lease agreement, then and in such event the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by Authority, make any and all payments and do and perform any and all acts or things which may be necessary or required to prevent a forfeiture of this lease agreement; and the party making such payments or performing such acts or things shall thereby and thereupon be subrogated to all the rights of Lessee under this lease agreement. Authority agrees that, if requested in writing by the holder of any mortgage, deed of trust or other security instrument, it will send to the said holder at the address specified in the written request copies of all written notices of demand which Authority may serve upon Lessee, or anyone holding under Lessee, under and pursuant to the terms of this lease agreement.

It is understood, however, that the mortgagee, trustee, beneficiary of said deed of trust or other holder of security above-mentioned shall in no way be liable to Authority for the payment of any rent or for the performance of any other covenants and conditions under this lease agreement until such time as it shall acquire by conveyance from Lessee or by foreclosure or other proceedings provided by law or by the terms of mortgage, deed of trust, or security instrument, all the right, title and interest of Lessee under this lease agreement; provided, however, that any party who shall acquire said right, title and interest of Lessee as above provided shall thereupon and thereby become liable for the full performance and all payments theretofore and thereafter required to be made by Lessee under the covenants and conditions of this lease agreement, as fully and completely and to the same extent as Lessee itself would have been if it still had retained its right, title and interest under this lease agreement.

ARTICLE 11 INDEMNITY/WAIVER

Section 11.01. Indemnity and Waiver

A. as used in this Section 11.01, each of the following terms shall have the meanings set forth in this Section 11.01A:

(1) “Beneficiary” means the intended recipient of the benefits of another party’s Indemnity, Waiver or obligation to Defend.

(2) “Claims” means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements, and expenses [including court costs, attorney’s fees (including attorney’s fees in defending and/or settling a Claim and attorney’s fees to collect on this Indemnity), costs of

investigation, and expert witnesses] of any nature, kind or description by, through, or of any person or entity.

(3) “Defend” means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.

(4) “Indemnify” means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(5) “Indemnified Persons” means the Authority, its Port Commissioners, directors, managers, employees and agents.

(6) “Lessee Parties” means the Lessee, its agents, contractors, employees, owners, invitees, or licensees.

(7) “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

B. Subject to the terms of this Section 11.01, Lessee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the “Indemnified Claims”):

(1) the conduct of Lessee’s business on the Leased Premises;

(2) Lessee’s breach of this lease agreement;

(3) any property loss or damage occurring in, on, or about the Leased Premises or relating to the condition, use or occupancy of the Leased Premises;

(4) any bodily or personal injury, sickness, disease, and/or death (including the bodily or personal injury and/or death of any employee of an Indemnified Person or a Lessee Party) occurring in, on, or about the Leased Premises or relating to the condition, use of occupancy of the Leased Premises; or

(5) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing, of or by any Lessee Party, including the sole, joint, concurrent, or comparative negligence of any Lessee Party in connection with or pertaining to this lease agreement.

C. The Indemnities, Waivers and obligation to Defend in this Section 11.01 shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Beneficiary thereof, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such

Beneficiary, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Beneficiary; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against a Beneficiary was caused by the willful misconduct or sole negligence of such Beneficiary.

D. Notwithstanding anything to the contrary contained in this Section 11.01, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Lessee Parties, then the Lessee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Lessee Parties in contributing to such Indemnified Claim.

E. In claims against any Indemnified Person by or for an employee of a Lessee Party, the Lessee's indemnification obligation under this Section 11.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against an Indemnified Person liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Person or a settlement by the Indemnified Person, Lessee expressly agrees to reimburse and hold harmless the Indemnified Person for the damages based on such judgment or settlement as provided in this Section 11.01.

F. Except as otherwise expressly limited in this Section 11.01, it is the intent of the parties to this lease agreement that all indemnity obligations and liabilities contracted for in this lease agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by damages paid under the Workers' Compensation Act. The indemnity contained in this Section 11.01 applies, without limitation, to any violation of any law, rules or regulations referred to in Section 4.02 in effect during the term of this lease agreement, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the term of this lease agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any law, rules or regulations referred to in Section 4.02 at the time of its existence or occurrence.

G. If any action or proceeding is brought against an Indemnified Person by reason of any Indemnified Claim described in this Section 11.01, the Indemnified Person will be represented by its general counsel, or another attorney selected by the Indemnified Person and approved by Lessee, which approval will not be unreasonably withheld.

H. If Lessee should fail or refuse, after written notice to Lessee that an Indemnified Person intends to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Person may settle with the

claimant without prejudice to the Indemnified Person's indemnity rights set forth herein, and a settlement after such notice to Lessee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Lessee and the Indemnified Person, which settlement may later be apportioned between Indemnified Person and Lessee.

I. Lessee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage.

J. To the fullest extent provided by this Section 11.01, Lessee hereby Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims.

ARTICLE 12 INSURANCE

Section 12.01. Insurance

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees at all times this lease agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

A. For all its employees engaged in performing work, workers' compensation required by the Texas Workers' Compensation Code, and employer's liability insurance with limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

B. Commercial General Liability (CGL) coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate at the Leased Premises

C. Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000.00 (Combined Single Limit.)

D. Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subparagraph B, C and D in this Section.

E. Pollution Legal Liability including cleanup and defense costs for premises and operations including pollution of any body of water with limits of not less than \$5,000,000.00 per occurrence.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount, which is commercially reasonable at the time.

Authority shall be furnished, to the attention of Authority's Director of Operations, prior to Lessee taking possession or occupancy of the Leased Premises, as proof of the insurance required of Lessee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to PCCA. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and employer's liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents, as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Director of Operations, and (c) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Lessee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies. Notwithstanding the foregoing, Authority's status as additional insured under Lessee's insurance policies applies solely to the extent of claims, losses or damages arising from or due to Lessee's negligence or other wrongful conduct.

In addition the Policies shall be endorsed to provide as follows (or an ISO form endorsement containing the equivalent wording may be used): "Underwriters or the company or companies issuing this policy agree that, if the named insured is required, by written contract, to name any other person, firm or organization as an additional insured on this policy for claims arising out of acts, or the failure to act, by the named insured, then such other person, firm or organization shall automatically be deemed to be an additional insured under this policy without any further action, but only to the extent required under said written contract." Lessee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any of the Policies. The deductible or self-insured retention for each of the Policies must be stated in the certificate of insurance provided to Authority if either exceeds \$50,000.00; and, in such event, Authority may decline to approve this lease agreement without any liability to Lessee. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

Section 12.02. Waiver of Subrogation

Lessee waives every claim which arises or may arise in its favor against Authority during the term of this lease or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this lease agreement with respect to any loss of or damage to property of the parties hereto. Lessee agrees to immediately give to each

insurance company which has issued to it policies of insurance applicable to provisions of this lease agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Lessee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

ARTICLE 13 PROPERTY LOSS

Section 13.01. Obligation to Restore

If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during any term of this lease agreement, Lessee will promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Lessee will perform such restoration with at least as good workmanship and quality as the improvements being restored and in compliance with the provisions of Article 5 hereof. Notwithstanding the foregoing provisions of this paragraph to the contrary, if all of such improvements are wholly destroyed by any casualty or are so damaged or destroyed that, in Authority's good faith judgment reasonably exercised, it would be uneconomic to cause the same to be restored (and Authority shall give written notice of such determination to Lessee within ninety (90) days after the date casualty occurred), then Lessee shall not be obligated to restore such improvements and this lease agreement shall terminate as of the date of the casualty, and Authority shall be entitled to receive and retain the insurance proceeds for the loss.

If a property loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Lessee for the damages arising from such casualty shall be distributed and paid directly to Authority, and Authority shall distribute such insurance proceeds to Lessee to the extent necessary to reimburse Lessee for costs incurred by Lessee in restoring the damaged Leased Premises in satisfaction of this Section 12.01, and any balance of such proceeds remaining after such restoration is complete shall be paid to Lessee within sixty (60) days after the restoration is complete and approved by Authority.

Section 13.02. Damage Near End of Term

If the Leased Premises are damaged to the extent of fifty per cent (50%) or destroyed in whole or in part during the last twenty-four (24) months of the lease term, Lessee shall have the right to terminate this lease agreement and not rebuild the improvements on the Leased Premises, in which event Authority shall be entitled to receive and retain the insurance proceeds from the loss or Lessee will rebuild as provided herein.

If the Port of Corpus Christi or its ship channel are damaged or destroyed in whole or in part to the extent that it is not economically or physically feasible to re-open the same, in Authority's sole judgment, then Authority shall have the option to terminate this lease agreement.

The party electing to terminate this lease agreement shall give notice to the other party of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and rent shall be adjusted as of the date of such notice of termination.

Section 13.03. Notice of Damage

Lessee shall promptly notify Authority of any destruction of or damage to the Leased Premises.

ARTICLE 14 CONDEMNATION

Section 14.01. Total Taking

If a total taking of the Leased Premises by condemnation occurs, then this lease agreement shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises, and Authority is entitled to receive and retain the award for the taking of the Leased Premises.

Section 14.02. Partial Taking

If a partial taking of the Leased Premises by condemnation occurs, (a) this lease agreement will continue in effect as to the portion of the Leased Premises not taken, and (b) Lessee must promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Lessee's improvements located on (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the taking. In the event of a partial taking of the Leased Premises, Authority is entitled to receive and retain the award for the portion of the Leased Premises taken. In addition, upon a partial taking, the annual rent payable during the remainder of the term of this lease agreement (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally, giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof.

Section 14.03. Voluntary Conveyance

Nothing in this article prohibits Authority from voluntarily conveying all or part of the premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this Article.

Section 14.04. Condemnation Award

In case of any taking or condemnation, whether or not this Lease shall terminate, the entire award shall be the property of Authority, and Lessee hereby assigns to Authority all its right, title and interest in and to any such award. Lessee, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for (a) fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Authority for the land and improvements or part thereof so taken, (b) the value of any personal property or fixtures of Lessee taken by a condemning authority (c) relocation expenses and (d) any diminution in value of the leasehold estate.

Section 14.05. Notice of Proposed Taking

Lessee and Authority shall immediately notify the other of any proposed taking by condemnation of the Leased Premises.

ARTICLE 15 QUIET ENJOYMENT

Lessee, on paying the rent and all other sums called for herein and performing all of Lessee's other obligations contained herein, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the term of this lease agreement, subject to the provisions of this lease agreement. Authority agrees to warrant and forever defend Lessee's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under Authority (but not otherwise) subject to (a) the provisions of this lease agreement, (b) the lawful use of the Leased Premises by any mineral owner of part or all of the Leased Premises or a lessee in an oil, gas or mineral lease granted by any mineral owner of all or part of the Leased Premises, (c) all matters of record in Nueces County, Texas, and (d) any unrecorded easements or licenses executed by Authority to the extent the foregoing are validly existing and applicable to the Leased Premises. Lessee shall have no right to voluntarily permit any portion of the Leased Premises to be used for the purpose of drilling an oil or gas well without Authority's prior written consent.

ARTICLE 16 MEDIATION

Section 16.01. Mediation

Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this lease agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at

a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

ARTICLE 17 GENERAL PROVISIONS

Section 17.01. Compliance

Lessee must comply with all federal, state and local laws, rules or regulations, including Authority's Tariff 100-A, applicable to Lessee's tenancy or operations on the Leased Premises. Lessee must comply with the requirements of Item 669 of Authority's Tariff 100-A to the extent the same apply to Lessee, its agents, servants and employees.

Section 17.02. Inspection

Lessee will permit Authority and Authority's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this lease agreement, for purposes of maintaining, repairing or altering the premises, or for the purposes of showing the Leased Premises to prospective lessees, purchasers, mortgagees or beneficiaries under deeds of trust.

In an emergency, Authority, its agents, servants and employees, may use any means to open any gate or door into or on the Leased Premises without any liability for doing so. Entry into the Leased Premises by Authority for any purpose permitted herein shall not constitute a trespass nor an eviction (constructive or otherwise), nor entitle Lessee to any abatement or reduction of rent, nor constitute grounds for any claim by Lessee (and Lessee hereby waives any such claim) for damages for any injury to or interference with Lessee's business, for loss of occupancy or quiet enjoyment or for consequential damages.

Section 17.03. No Partnership

The relationship between Authority and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture. This lease agreement is for the sole benefit of Authority and Lessee and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this lease agreement.

Section 17.04. Payments and Notices

All payments, notices, demands or requests from Lessee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All payments, notices, demands or requests from Authority to Lessee shall be given to Lessee, Texas-Lehigh Cement Company LLC, at P.O. Box 610, Buda, Texas 78610, or at such other address as Lessee shall request in writing. Any notice required or permitted under this lease agreement must be in writing. Any notice required by this lease agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage paid, certified

mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

Section 17.05. Estoppel Certificate

On request, Lessee will execute an estoppel certificate that states the commencement date and termination date of the lease, describes any rights to extend the term of the lease, lists defaults by Authority and provides any other information reasonably requested.

Section 17.06. Abatement

Lessee's covenant to pay rent and additional rent and Authority's covenants are independent. Except as otherwise provided, Lessee is not entitled to abatement of rent or additional rent for any reason.

Section 17.07. Abandoned Property

Authority may retain, destroy or dispose of any property left on the Leased Premises at the expiration or termination of this lease.

ARTICLE 18 MISCELLANEOUS

Section 18.01. Parties Bound

This agreement binds and inures to the benefit of the parties and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this lease agreement.

Section 18.02. Applicable Law

This agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this lease agreement will be in Nueces County, Texas.

Section 18.03. Severability

If any part of this lease agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

Section 18.04. Time of Essence

Time is of the essence with respect to each date or time specified in this lease agreement by which an event is to occur.

Section 18.05. Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

Section 18.06. Attorneys' Fees

In the event Authority or Lessee breach or default upon any of the terms of this lease agreement and the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party.

Section 18.07. Captions

All captions in this lease agreement are for reference and convenience only and shall not modify or affect the provisions of this lease agreement in any manner.

Section 18.08. Public Disclosure

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this lease agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this lease agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

Section 18.09. Brokers

Lessee hereby warrants and represents unto Authority that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this lease agreement, and agrees to defend, indemnify and hold harmless Authority from and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under Lessee in connection with this lease agreement.

Section 18.10. Authority

The person executing this lease agreement on behalf of the Lessee personally warrants and represents unto Authority that (a) (if applicable) Lessee is a duly organized and existing legal entity, in good standing in the state of Texas, (b) Lessee has full right and authority to execute, deliver and perform this lease agreement, (c) the person executing this lease agreement on behalf of Lessee was authorized to do so, and (d) upon request of Authority, such person will deliver to Authority satisfactory evidence of his or her authority to execute this lease agreement on behalf of Lessee.

Section 18.11. Recording

Neither this lease agreement (including any exhibit hereto) nor any memorandum shall be recorded without the prior written consent of Authority.

Section 18.12. Interpretation

Both Authority and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this lease agreement. Accordingly, no presumption will apply in favor of either Authority or Lessee in the interpretation of this lease agreement or in the resolution of the ambiguity of any provision hereof.

Section 18.13. Force Majeure

In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time and delivering written notice of such *force majeure* to the other party within five (5) calendar days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be sixty (60) days.

Section 18.14. Contractual Relationship

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

Section 18.15. Entire Agreement

This lease agreement, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully

expressed in this lease agreement. No change, waiver or discharge is valid unless in a writing that is signed by the party against whom it is sought to be enforced.

Section 18.16 Change in Laws

Lessee and Authority are entering into this Agreement in reliance upon the laws, rules, regulations and decrees of government and the interpretations thereof (collectively, the “Laws”) in effect on the effective date hereof. In the event that at any time during the term of this Agreement any such Laws change and the effect on Lessee of compliance hereunder in view of such change of Laws (i) is not covered by any other provisions of this Agreement and (ii) is or will be both material and adverse, then Lessee or Authority shall have the right and option to cause the equitable adjustment of the prices and other pertinent terms set forth in this Agreement to the extent reasonably necessary to mitigate the effect of the change of Laws. Such option may be exercised by Lessee or Authority, at any time after the change of Laws, by giving written notice one to the other. Such written notice shall describe, with reasonable specificity, the change of Laws giving rise to the request, the economic effect of the change of Laws and the revised prices or other terms.

Section 18.17 Counterparts

This Agreement may be executed in one or more counterparts and delivered electronically by .pdf or facsimile, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(Signatures on Next Page)

IN TESTIMONY WHEREOF, this lease agreement is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above mentioned.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____

John P. LaRue
Executive Director

"Authority"

TEXAS LEHIGH CEMENT COMPANY LP

By: _____

Name: _____

Title: _____

"Lessee"

STATE OF TEXAS §
 §
COUNTY OF NUECES §

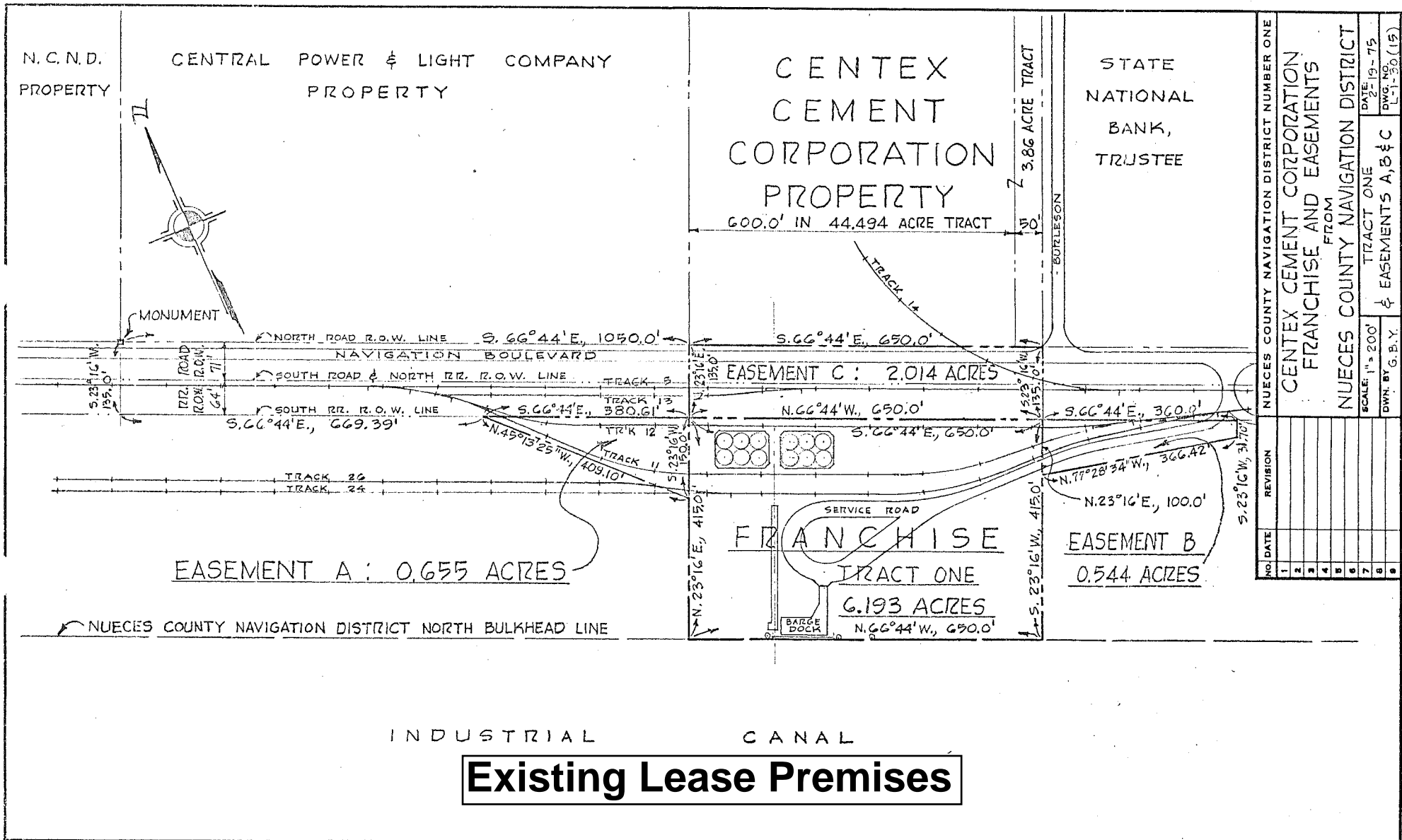
 This instrument was acknowledged before me on the ____ day of _____, 2013,
by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces
County, Texas, on behalf of said Authority.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2013,
by _____, _____ of Texas
Lehigh Cement Company LP, a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF _____



Existing Lease Premises



PROPOSED LEASE PREMISES



c:\users\ben\v\desktop\texas lehigh lease\texas lehigh lease.dwg



PORT OF CORPUS CHRISTI AUTHORITY

TEXAS LEHIGH AERIAL

SCALE: 1:200'
DRAWN BY: BEN V

EXHIBIT "A"

DATE: 2013/08/07
TIME: 13:00:13

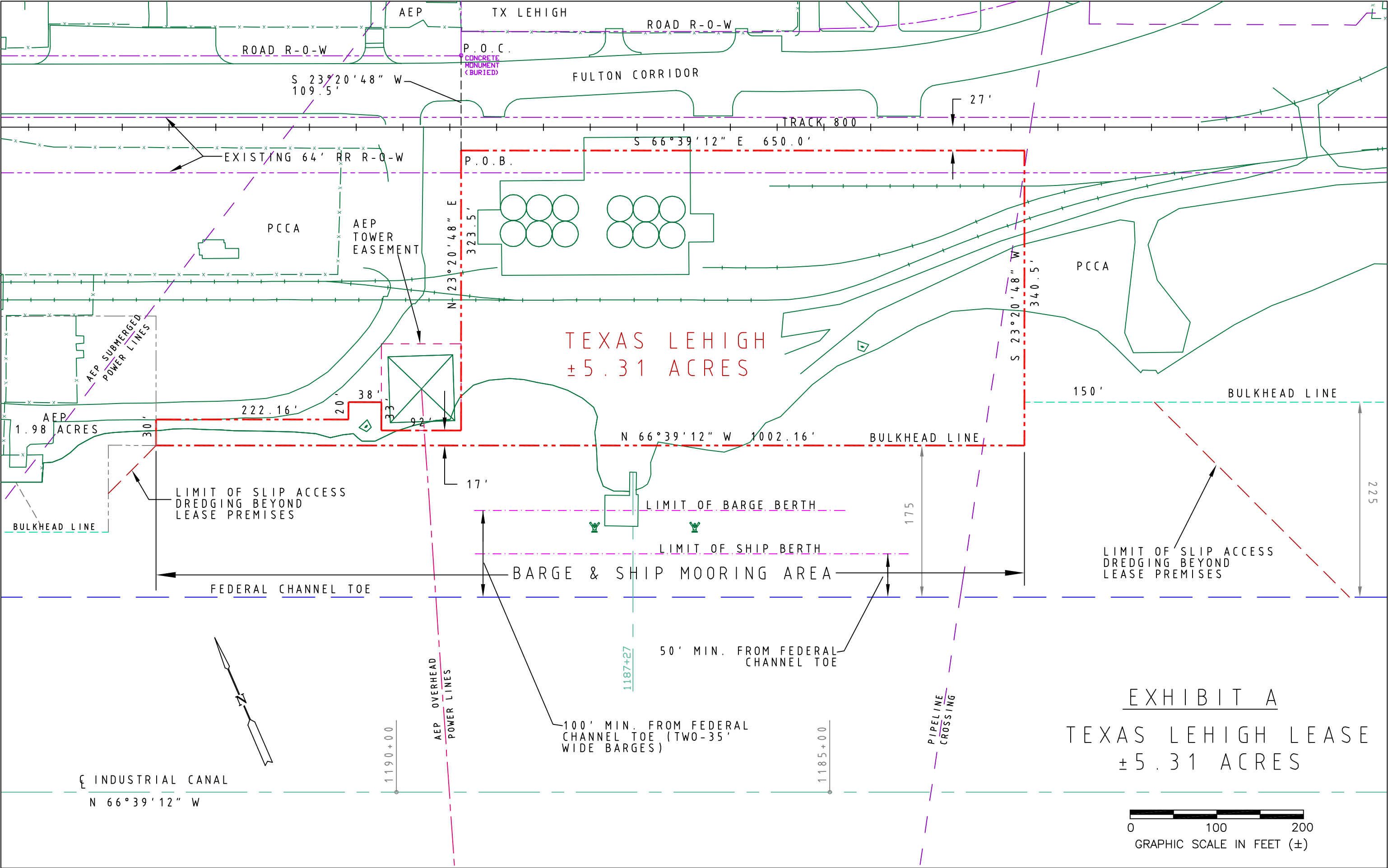
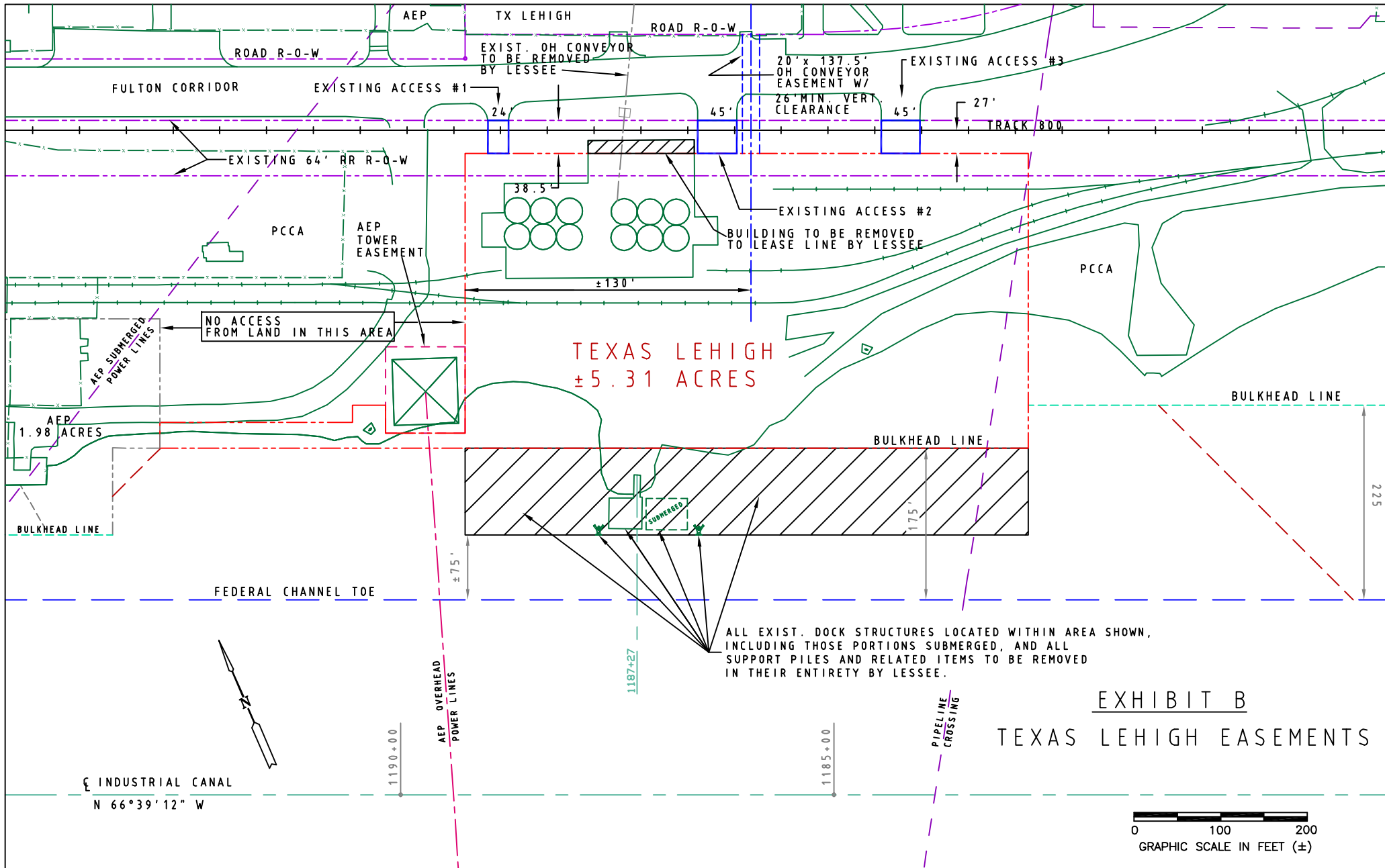


EXHIBIT A
TEXAS LEHIGH LEASE
±5.31 ACRES



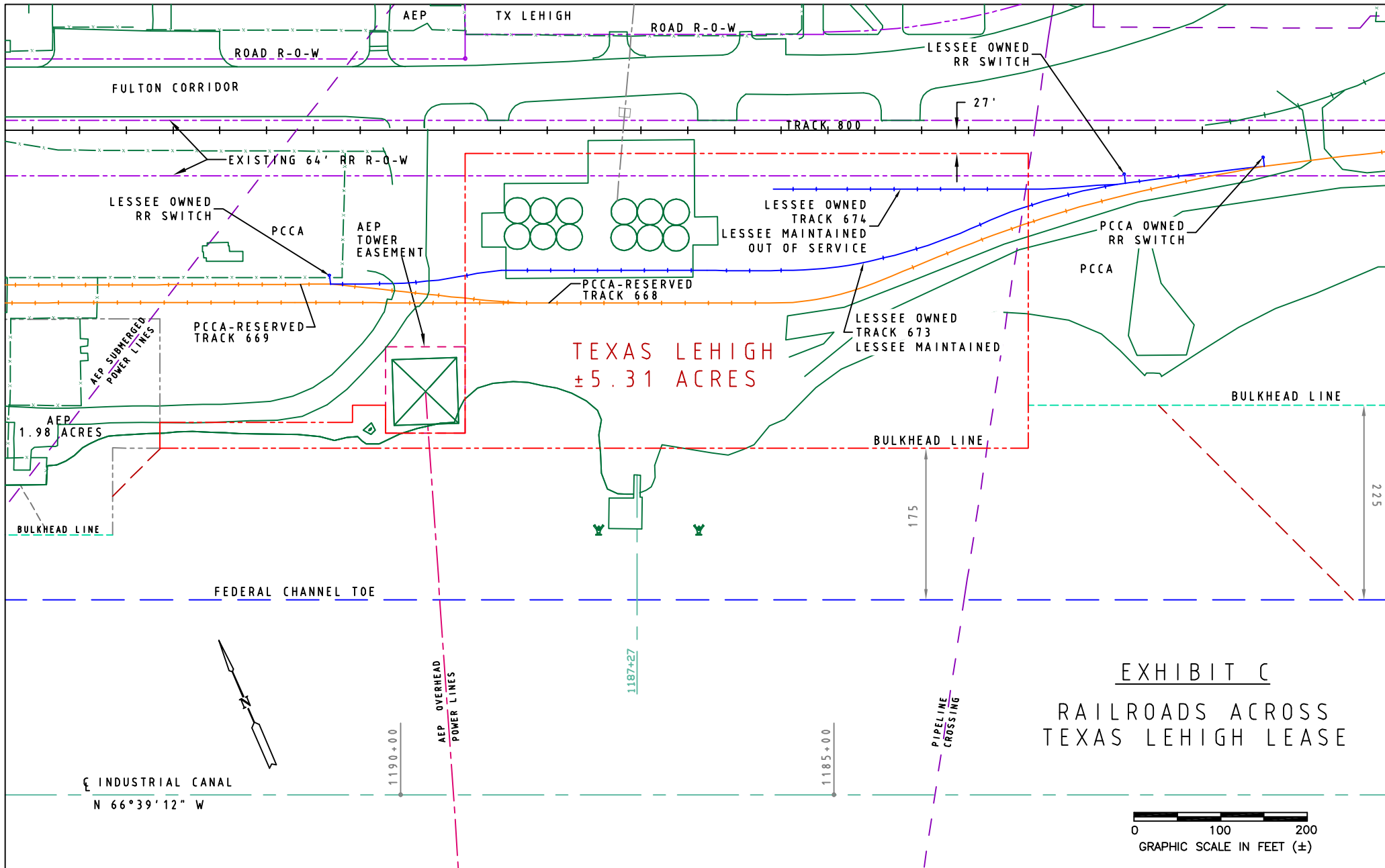


EXHIBIT C
RAILROADS ACROSS
TEXAS LEHIGH LEASE



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 11

**Approve Lease Agreement with Superior Weighting Products, LLC
for 12.07 Acres in the Rincon Industrial Park**

On August 14, 2012, the Port Commission approved a Lease Option Agreement between the PCCA and AES Drilling Fluids, LLC (AES), for approximately 12 acres of land in the Rincon Industrial Park to construct a proposed \$12 million barite and mineral processing facility (see attached map). The Port Commission initially approved the option agreement for a period of three months to permit AES to finalize its business plans and perform environmental studies, including Phase 1 and Phase 2 site investigations. During the course of the investigation, the Option Agreement was extended and ratified to permit additional time for AES to complete its investigations and evaluate the findings. During this time, AES created an affiliate company named Superior Weighting Products, LLC (Superior Weighting), to manage the operations of the barite facility. AES now requests that a five-year Lease Agreement be granted in the name of Superior Weighting Services, LLC.

Superior Weighting has been paying the PCCA a monthly option fee of \$13,500 for the current lease option. Under the Lease Agreement, the monthly base rent during the lease's five-year term will be \$18,000.00. In addition, Superior Weighting will pay the PCCA three supplementary rents:

- A minimum throughput totaling 50,000 tons of barite materials, sand, and proppants per year. If the actual throughput does not reach the minimum, a rent payment will be paid based on the deficit tonnage charged at the then current tariff rates for each such movement, including wharfage, handling, and transloading.
- Annual rent on shipments of non-marine cargo, calculated on the quantity of cargo unloaded at the premises multiplied by the current tariff rate for the same cargo.
- Monthly Rental for railcar use in the amount of \$100.00 for each railcar loaded/unloaded on a PCCA-owned track and \$50.00 for each railcar loaded/unloaded while on a lessee-owned track.

Since the oil drilling industry relies so heavily on using barite materials as weighting agents during the drilling process, barite and mineral processing facilities, such as Superior Weighting Products, are attractive assets to the PCCA. Staff recommends approval of the attached Lease Agreement with Superior Weighting Products, LLC.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

**PORT OF CORPUS CHRISTI AUTHORITY
LEASE SUMMARY**

Lessee: Superior Weighting Products, LLC (formerly AES Drilling Fluids, LLC)

Premises: 12 Acres at Rincon Industrial Park

Use: For use as a dry bulk cargo handling, processing, grinding, and storage facility for industrial minerals such as barium sulfate, calcium carbonate, strontium sulfate, and similar materials generally classified as barite materials as well as sand and proppants used in the hydraulic fractionation processes used in the extraction and production of oil and gas.

Term: Five (5) years

Options: Five (5), five (5)-year options

Start Date: August 13, 2013

Annual Base Rent: \$216,000 payable in monthly installments of \$18,000; monthly rent for each month of the first eight (8) months of the Initial Term shall be reduced by Sixty-Seven Hundred Fifty and 00/100 Dollars (\$6,750.00) pursuant to the Amendments of Lease Option Agreement to extend the option period the monthly Base Rent for the first eight months of the Initial Term will be Eleven-Thousand Two-Hundred Fifty and 00/100 Dollars (\$11,250.00).

Minimum Guaranteed

Throughput: 50,000 tons of barite materials, sand and proppants per year.

Additional Rent: Additional monthly rent equal to the product of (i) the quantity (by weights or measurements, as appropriate) of all Non-Marine Cargo unloaded at or onto the Leased Premises from a railcar, truck or other means of ground transportation during such month, multiplied by (ii) the Authority's then-current tariff Wharfage rate for the same cargo.

As additional rent for the right to use the Leased Premises for loading and unloading of railcars, Lessee agrees to pay to Authority a monthly rent equal to the sum of the following amounts with respect to each calendar month during the Term of this Lease:

- (1) \$100.00 for each railcar loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises; and
- (2) \$50.00 for each railcar loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises.

Tenant Business: Processing and shipment by rail, truck and vessel of barite ore, sand and proppants utilized in the drilling and completion of oil and gas wells.

Tenant Contact: Anglo Pacific Minerals US
Tom Eisenman, Managing Director
teisenman@anglopacific.com
(281) 382-4685

Remarks:

LEASE AGREEMENT

Between

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**
(*“Authority”*)

And

SUPERIOR WEIGHTING PRODUCTS, LLC
(*“Lessee”*)

August 13, 2013

LEASE AGREEMENT

This **LEASE AGREEMENT** is made this 13th day of August, 2013, by and between **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS**, pursuant to authorization by its Port Commissioners (hereinafter called "Authority"), and **SUPERIOR WEIGHTING PRODUCTS, LLC**, a Delaware limited liability company, whose principal address is 11767 Katy Freeway, Suite 230, Houston, Texas 77079, (hereinafter called "Lessee"). This Lease Agreement together with all renewals, extensions, and modifications is referred to herein as the "Lease Agreement", or the "Lease".

ARTICLE 1 LEASE OF PREMISES

Section 1.01. Description of Premises and Term

Authority, in consideration of the rents to be paid and the terms, covenants, and conditions hereinafter set forth, hereby leases to Lessee and Lessee leases from Authority for the entire Term of this Lease, including any extensions, stated in this Section, real property situated in Nueces County, Texas, which is described as follows:

The surface estate of that certain tract of 12.07 acres of land, more or less, which tract is described in **Exhibit A** and depicted on **Exhibit B** attached hereto and incorporated herein by reference (hereinafter called "Leased Premises").

That certain sixty foot (60') wide strip of land located between the Leased Premises and the northwest bulkhead line of Rincon Canal A as depicted on Exhibit B will be maintained by the Authority as a public wharf that may be used by Lessee and others on a non-exclusive basis (the "Public Wharf"). Use of the Public Wharf by Lessee shall be subject to all of Authority's rules and regulations pertaining to the use of Authority's public docks and wharfs and except for damage caused by Lessee, Lessee shall not be held liable for any costs associated with the maintenance or repair of the Public Wharf area.

TO HAVE AND TO HOLD the Leased Premises for a period of Five (5) years, (the "Initial Term") which begins on the 13th day of August, 2013, (the "Effective Date") and (subject to earlier termination as herein provided) ends at midnight, Central Time, the 12th day of August, 2018.

In addition, Authority hereby grants to Lessee the option to extend the Term of this Lease for Five (5) additional extension periods of Five (5) years each, beginning on the first day after the expiration of the Initial Term and each extension period of this Lease (the Initial Term and extension periods being sometimes collectively referred to herein as the "Term" of this Lease). If, however, on the date the Initial Term or any extension period expires, Lessee is in default beyond any grace period provided in this Lease Agreement in performing any of the terms of this Lease Agreement, the remaining option or options to extend the Term are void.

Each option to extend the Term shall be exercised by Lessee giving to Authority notice in writing of its exercise of the option at least one hundred twenty (120) days prior to the expiration of the Initial Term or any extension period of this Lease. Notice of an intention to exercise an option under this Lease Agreement must, to be effective, be sent by certified mail to Authority at the address provided in the Section in this Lease Agreement entitled Payments and Notices and must be postmarked no later than the latest date provided in this Section for Lessee's exercise of the option. Annual rent shall be determined for each extension period pursuant to **Section 3.02** and **Section 3.03** of this Lease Agreement.

Section 1.02. Holding Over

If Lessee holds over beyond the Initial Term or any extension period of this Lease without the written consent of Authority, Lessee is deemed to be occupying the Leased Premises as a tenant at sufferance. During any holdover period, Lessee will pay two (2) times the monthly rent being charged Lessee in the month prior to the commencement of Lessee's holding over, and Lessee will be subject to all other terms of this Lease Agreement applicable to a tenant at sufferance.

Section 1.03. Termination for Failure to Commence Construction

(a) If substantial construction of the processing facilities and infrastructure generally described in the First Amendment of Lease Option Agreement, dated November 14, 2012 which are to be constructed by Lessee on the Leased Premises has not commenced within **twenty four (24) months** of the Effective Date, the parties shall enter into good faith negotiations on the future development of the Facility. If the parties cannot agree on a mutual solution within six (6) months from starting such negotiations, then either party may terminate this Lease by giving the other party no less than thirty (30) days prior written notice.

ARTICLE 2 INSPECTION OF LEASED PREMISES

Lessee has inspected the Leased Premises and has conducted any environmental assessment survey it desired and on the date this Lease Agreement is made accepts the Leased Premises As Is, Where Is, and in the condition it existed on that date, as reasonably suited and fit for Lessee's intended uses of the Leased Premises. Lessee acknowledges that Authority has made no express warranties with regard to the Leased Premises, unless stated in this Lease Agreement, and to the maximum extent permitted by applicable law, Authority hereby disclaims, and Lessee waives the benefit of, any and all implied warranties, including implied warranties of habitability, or fitness or suitability for Lessee's intended uses of the Leased Premises and Authority's Equipment.

In connection with Lessee's inspection of the Leased premises, Lessee has obtained Phase I and Phase II environmental studies on the Leased premises and other correspondence from Naismith Engineering, Inc., a reputable environmental engineering company with offices located in Corpus Christi, Texas. The reports and correspondence

summarizing the findings of those studies have been reviewed by Lessee and copies of the same have been furnished by Lessee to the Authority for the purpose of establishing a baseline to document the condition of soil and groundwater on the Leased Premises as of the Effective Date of this Lease. The parties agree that the Phase I and Phase II environmental studies and any other correspondence prepared by Naismith Engineering, Inc. that is related to the Leased Premises and has been provided to Authority, comprises Exhibit C of this Agreement regardless of whether these documents and reports are physically attached hereto.

ARTICLE 3 RENT

Section 3.01. Annual Base Rent

Subject to adjustments provided for herein, Lessee agrees to pay to Authority at its offices in Corpus Christi, Texas, annual rent (the "Base Rent") for the Leased Premises equal to ten percent (10%) per annum of the Equalization Value of the Leased Premises. For the purpose of fixing annual Base Rent for the Initial Term of this Lease, the Equalization Value of the Leased Premises is fixed at One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) per acre, and the total sum to be paid Authority by Lessee as Base Rent during the Initial Term of this Lease, subject to any adjustments of rent made pursuant to this Lease Agreement, is One Million Eighty Thousand and 00/100 Dollars (\$1,080,000.00), and may be paid in monthly installments of Eighteen Thousand and 00/100 Dollars (\$18,000.00). "Equalization Value" is that value per acre placed on the Leased Premises by Authority for the purpose of equalizing, to the extent practicable, the rent paid by its tenants leasing property of the Authority of the same general type and in the same general area as the Leased Premises.

Pursuant to the First Amendment of Lease Option Agreement, dated November 14, 2012, the Second Amendment of Lease Option Agreement, dated February 14, 2013, and subsequent letter agreements agreeing to delay the execution of this Lease Agreement, the monthly Base Rent for each month of the first eight (8) months of the Initial Term is reduced by Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00), so that the monthly Base Rent for each of the first eight (8) months of the Initial Term of this Lease will be Eleven-Thousand Two-Hundred Fifty and 00/100 Dollars (\$11,250.00). The first annual payment, or monthly installment, of Base Rent hereunder is due and payable on or before the 12th day of March, 2013 or ten days after the approval of this Lease by Authority, whichever occurs last. Base Rent for any fractional year or month at the beginning or end of the Term of this Lease will be prorated on a per-day basis. Each annual payment of Base Rent is due and payable on or before the first day of each succeeding year thereafter; or each monthly installment of Base Rent is due and payable on or before the first day of each succeeding month thereafter. If Lessee should fail to pay Authority any sum to be paid by Lessee to Authority hereunder within thirty (30) days after such payment is due, interest on the unpaid amount shall accrue at a rate of fifteen percent (15%) per annum or the maximum rate allowed by law, whichever is lesser, from the date payment was due until the date payment is made. Authority may also impose a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the unpaid amount, whichever is greater, to defray

Authority's administrative costs incurred as a result of Lessee's failure to timely make such payment, the amount of such costs not being readily ascertainable. Any such late charge shall be in addition to all other rights and remedies available to Authority hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Authority's remedies in any manner. Failure to pay such interest or late charge within thirty (30) days after written demand shall be an event of default hereunder. Following the dishonor of any check presented for payment, Authority shall have the right, at Authority's option, to require all further payments to be made by certified check, money order or wire transfer. For purposes of this Section, any adjustment payment made by Lessee to correct a prior underpayment shall be treated as due on the date such underpayment was due; provided, however, an adjustment payment made by Lessee as the result of an independent audit conducted at Lessee's expense shall not be subject to a late charge as described herein.

Rent must be paid to Authority at its address for notice hereunder or to such other person or at such other address in Nueces County, Texas, as Authority may from time to time designate in writing. Rent must be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset.

This is a net Lease. Authority shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease unless provided for in this Lease Agreement or the financing, ownership, construction, reconstruction, maintenance, operation, or repair of the Leased Premises or the improvements thereon.

Section 3.02. Adjustment of Base Rent

The annual Base Rent for each extension period of this Lease Agreement may be adjusted by Authority for changes in the Equalization Value of the Leased Premises. If, in the sole judgment of Authority, the Equalization Value of the Leased Premises increases during the Initial Term or any extension period of this Lease, then the Authority shall give Lessee written notice of the new Equalization Value at least ninety (90) days prior to the end of the Initial Term or extension period, as the case may be. Unless Lessee objects to the new Equalization Value as provided herein, the annual Base Rent for the Leased Premises during the next succeeding extension period will be ten percent (10%) of the product of the new Equalization Value of the Leased Premises multiplied by the number of acres of land in the Leased Premises.

If Lessee is not notified of a new Equalization Value at least ninety (90) days before expiration of the Initial Term or the then current extension period of this Lease it shall be conclusively presumed that the Equalization Value for the ensuing extension period of this Lease will be the same as the then current Equalization Value.

In the event Lessee does not agree with the new Equalization Value, Lessee shall have the option, to be exercised in writing to Authority within sixty (60) days after the date notice is given to it of the new Equalization Value, to either (1) terminate this Lease Agreement and surrender the Leased Premises effective at Midnight, Central Time, of the last day of the Initial

Term or the current extension period, or (2) request that the Equalization Value of the Leased Premises for the ensuing extension period be determined by appraisal as provided in this Section.

If Lessee elects to have the Equalization Value of the Leased Premises determined by appraisal, the Authority will select an appraiser who is MIA certified, and has greater than ten (10) years' experience appraising land such as the Leased Premises. The appraiser selected by the Authority will make an appraisal of the Equalization Value of the Leased Premises (exclusive of any Lessee improvements), and the appraiser's decision will be final and binding on all parties to this Lease Agreement. In no event, however, will the Equalization Value of the Leased Premises for an extension period be less than the then current Equalization Value of the Leased Premises.

The appraiser will, within sixty (60) days after selection by Authority, determine the Equalization Value for the next ensuing extension period of this Lease Agreement. The appraiser's determination of the Equalization Value will be final and binding on all parties to this Lease Agreement.

Based upon the Equalization Value determined by the appraiser, the annual Base Rent will be adjusted in accordance with the appraiser's determination, effective the date of the commencement of the ensuing extension period, and Lessee will pay the adjusted Base Rent in accordance with **Section 3.01**.

In no event, however, will the process provided for in this Section result in a reduction of the annual Base Rent below the annual Base Rent paid by Lessee during the expiring Initial Term, or any extension period of this Lease.

Section 3.03. Throughput

Lessee guarantees that it, or its affiliates, shall during the Term of this Lease, and any holdover period, move over Authority's Dock(s) or pay Authority's then current tariff rates for each such movement, including wharfage, handling, and transloading on Authority's property a minimum of 50,000 tons of Barite Materials, Sand and Proppants ("Cargo") per year ("Minimum Guaranteed Throughput"). The tonnage amount stated in this paragraph includes wharfage, handling, and Authority's Tariff charges for transloading Cargo on Authority's property (for example, a Cargo unloaded inbound from a vessel and loaded outbound to truck or rail). Shipments from year to year shall not be cumulative and excess tonnage for any single Lease year shall not carry over into any succeeding Lease year for the purpose of calculating the Minimum Guaranteed Throughput. All Minimum Guaranteed Throughput during the term of the Lease shall be accounted for on an annual basis, and during any holdover period, Minimum Guaranteed Throughput shall be calculated and billed on a monthly basis of 4,167 tons per month for each month during any holdover period subsequent to the Term of this Lease.

Lessee agrees to pay to the Authority as additional rent for each year this Lease is in effect ("Lease Year") an amount equal to the total amount of Authority's then current tariff rates for each movement applied to the Minimum Guaranteed Throughput, including wharfage and

handling, multiplied by the number of tons by which the Minimum Guaranteed Throughput for such year exceeds the actual number of tons of Cargo moved over Authority's Dock (s), handling and transloading on Authority property in accordance with this **Section 3.03** during such Lease Year. The current tariff rates for any Lease Year are the Authority's rates per ton for Cargo of the type or types to be moved that are in effect on the first day of such Lease Year. The additional rent payable pursuant to this **Section 3.03** is referred to herein as "**Throughput Rent**."

An "affiliate," as herein used, is a corporation, the controlling interest of which is owned by the same persons or corporations owning controlling interest in the holder of this Lease.

Lessee shall keep and maintain a complete and accurate set of books and records showing all Cargo shipped over Authority's Dock(s) designated in this **Section 3.03** in order that Authority may ascertain therefrom any amounts due to Authority from Lessee as Throughput Rent. Such books and records shall be subject to inspection by Authority, its agents and attorneys at any reasonable time. At no time, however, shall Authority have access to or audit Lessee's trade secrets, proprietary formulae or processes, confidential information, vendor information, supplier information, information about Lessee's customers, charts of accounts, bank statements or other banking information, during such inspection and audit. Promptly after the end of each Lease Year a computation shall be made as to the amount of Throughput Rent payable by Lessee to Authority for such Lease Year, or part thereof, and Lessee shall pay to Authority the Throughput Rent due for such Lease Year, if any, on or before the sixtieth day after the end of such Lease Year ("**Due Date**"). If Lessee has been unable to determine with certainty the amount of Throughput Rent payable with respect to any Lease Year prior to the Due Date for such payment, then Lessee shall pay to the Authority on or before such Due Date an amount equal to Lessee's good faith estimate of what the Throughput Rent for such Lease Year will be. If the actual Throughput Rent for any Lease Year is different from the estimated Throughput Rent paid for such Lease Year, Lessee will notify the Authority of such discrepancy as soon as it is known and either Lessee will pay any deficiency to the Authority, or the Authority will refund any overpayment to Lessee, within thirty days after the date on which Lessee notifies the Authority of such discrepancy.

During any holdover period, Throughput Rent will be reported and paid monthly by Lessee on or before the 10th day of the month following each holdover month.

The covenants of this **Section 3.03** are material to this Lease, and should Lessee fail to satisfy such covenants, Authority may terminate this Lease Agreement.

Throughput Rent shall not be charged or collected until Lessee has completed the construction of the ore grinding, processing and storage facility ("Facility") on the Leased Premises. Upon completion of the Facility and receiving dry bulk ore or proppants to be processed at the Facility, the Throughput Rent shall commence.

Section 3.04. Additional Rent on Shipments of Non-Marine Cargo

(a) As additional rent for the right to use the Leased Premises for handling and/or processing of cargo transported to the Leased Premises by any mode of transportation other than water ("Non-Marine Cargo"), Lessee agrees to pay to Authority, on all inbound movement of such cargo, rent on an annual basis equal to the product of (i) the quantity (by weights or measurements, as appropriate) of all Non-Marine Cargo unloaded at or onto the Leased Premises from a railcar, truck or other means of ground transportation during such month, multiplied by (ii) the Authority's then-current published tariff rate for the same cargo. The forgoing shall not apply to any cargo transported to the Leased Premises arriving by way of the Authority's Bulk Terminal and having already been assessed thereon the normal and customary tariff charges of the Authority for dry bulk commodities handled at the Bulk Terminal.

(b) For any cargo subject to additional rent payable under this Section 3.04, Lessee may deduct from the rent payable pursuant to this Section 3.04 with respect to any calendar year an amount equal to the Throughput Rent payments which Lessee paid to the Authority during such calendar year pursuant to Section 3.03 on Non-Marine Cargo (and products made from Non-Marine Cargo) transported from the Leased Premises to or across any wharf, dock or pier within the jurisdiction of the Authority.

(c) The rent accrued under this Section 3.04 for Non-Marine Cargo loaded or unloaded at the Leased Premises in any one calendar month shall be paid on or before the first day of the following calendar month. Authority may charge Lessee a penalty for late payment of monthly installments of to be paid pursuant to this Section 3.04, which penalty will be equal to 8% per annum on monthly installments of such rent that are more than thirty (30) days past due, calculated from the due date until paid.

(d) Additional Rent on shipments of Non-Marine Cargo shall not be charged or collected until Lessee has completed the construction of the Facility on the Leased Premises. Upon completion of the Facility and receiving dry bulk ore or proppants to be processed at the Facility, Additional Rent on shipments of Non-Marine Cargo shall commence.

Section 3.05. Rent for Railcar Use

(a) As additional rent for the right to use the Leased Premises for loading and unloading of railcars, Lessee agrees to pay to Authority a monthly rent equal to the sum of the following amounts with respect to each calendar month during the Term of this Lease:

- (1) \$100.00 for each railcar loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises; and
- (2) \$50.00 for each railcar loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises.

(b) The rent accrued under this Section 3.05 for railcars loaded or unloaded at the Leased Premise in any one calendar month shall be paid on or before the first day of the following calendar month. Authority may charge Lessee a penalty for late payment of monthly installments of to be paid pursuant to this Section 3.05, which penalty will be equal to 8% per annum on monthly installments of such rent that are more than thirty (30) days past due, calculated from the due date until paid.

(c) Additional Rent for the right to use the Leased Premises for loading and unloading of railcars shall not be charged or collected until Lessee has completed the construction of the Facility on the Leased Premises. Upon completion of the Facility on the Leased Premises and receiving dry bulk ore or proppants to be processed at the Facility, Additional Rent for the right to use the Leased Premises for loading and unloading of railcars shall commence.

Section 3.06. Reporting Requirements

Lessee must report in writing monthly to Authority (i) the number of railcars loaded or unloaded during such month while spotted on an Authority-owned spur track on the Leased Premises or an Authority-owned sidetrack adjacent to the Leased Premises, (ii) the number of railcars loaded or unloaded during such month while spotted on a Lessee-owned spur track on the Leased Premises or a Lessee-owned sidetrack adjacent to the Leased Premises, and (iii) the gross tonnage and type of all Non-Marine Cargo unloaded at or onto the Leased Premises from a railcar, truck, or other means of ground transportation during such month. Lessee shall keep and maintain a complete and accurate set of books and records showing all of the foregoing information in order that the Authority may ascertain therefrom what rentals are due to the Authority from Lessee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, at any and all reasonable times. At no time, however, shall Authority have access to or audit Lessee's trade secrets, proprietary formulae or processes, confidential information, vendor information, supplier information, information about Lessee's customers, charts of accounts, bank statements or other banking information, during such inspection and audit.

Section 3.07. Utilities and Taxes

In addition to the annual rent described hereinabove, Lessee agrees to pay when due all charges it contracts for (a) water, gas, electricity, and other utilities, (b) garbage service, (c) security or guard services, or (d) railroad services in connection with the Leased Premises. If at Lessee's request or because of Lessee's failure to pay for services to the Leased Premises it contracted for, Authority provides any such services to the Leased Premises or pays the cost for any such services, Lessee will pay to Authority the cost of such services as additional rent upon receiving Authority's invoice therefore, payment to be made pursuant to the terms of said invoice.

Lessee will also pay as additional rent its pro rata share of any utility services provided by Authority.

During the Term of this Lease, Lessee must pay or cause to be paid when due all taxes, assessments, fees or charges imposed on the Leased Premises by virtue of Lessee's tenancy or upon Lessee's property on, or Lessee's interest in, the Leased Premises.

Lessee may, at its expense, contest any tax, assessment, fee or charge for which it is responsible under this Section. Except as provided in the following paragraph, Lessee need not pay the tax, assessment, fee or charge while the contest is pending. Except as provided in the following paragraph, Lessee may prevent Authority from paying any tax, assessment, fee or charge that Lessee is contesting under this Section, pending resolution of the contest, by depositing with Authority the full amount of the tax, assessment, fee or charge plus the amount of any penalty that might be imposed for failing to make timely payment and one (1) year of interest at the rate imposed by the entity levying the tax, assessment, fee or charge. When the contest is resolved, Lessee must pay the tax, penalty and interest imposed and may use the money deposited with Authority to pay any tax, assessment, fee or charge, plus any penalty or interest, due under the final resolution and keep any balance of the deposit. If the deposit is insufficient to pay these amounts, Lessee must immediately pay the balance due to the entity imposing the tax, assessment, fee or charge. Upon payment of all taxes, assessments, fees and/or charges, as described herein, any surplus funds held by Authority will be refunded back to Lessee within ten (10) days of receipt of written request.

Notwithstanding the provisions of the foregoing paragraph, Authority may pay – or require Lessee to pay – any tax, assessment, fee or charge for which Lessee is responsible under this Section, pending resolution of Lessee's contest of the tax, assessment, fee or charge, if payment is demanded by a holder of a mortgage on the premises or if failing to pay will subject all or part of the premises to forfeiture or loss.

Any of said taxes, fees or charges that are payable by Lessee for the tax year in which the Term of this Lease begins, as well as during the year in which this Lease Agreement expires or is terminated, shall be apportioned so that Lessee shall pay its proportionate share of the taxes, fees or charges for such periods of time. Lessee may pay such taxes, fees or charges in installments as and when such installments become due. Lessee must deliver to Authority evidence of payment of all taxes, fees or charges, which Lessee is obligated to pay hereunder concurrently with making such payment.

ARTICLE 4 USE OF LEASED PREMISES

Section 4.01. Use

The Leased Premises may be used for the following purposes, and for no other purpose, unless written permission for other use is obtained from Authority:

For use as a dry bulk cargo handling, processing, grinding, and storage facility for industrial minerals such as barium sulfate, calcium carbonate, strontium sulfate, and similar materials generally classified as barite materials (the “Barite Materials”) as well

as sand and proppants used in the hydraulic fractionation processes used in the extraction and production of oil and gas.

Lessee will not:

A. Use, occupy or permit the use or occupancy of the Leased Premises for any purpose or in any manner, which is directly or indirectly:

Inconsistent with the requirements of **Section 4.01** hereof;

Violative of (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates or ordinances of any governmental authority in any way applicable to Lessee or the Leased Premises, including zoning, environmental and utility conservation matters; (b) Authority's Tariffs or Rules and Regulations; (c) insurance requirements; or (d) other documents, instruments or agreements relating to the Leased Premises or to which the Leased Premises may be bound or encumbered;

Dangerous to life or property or a public or private nuisance; or

Disruptive to the activities of any other tenant or occupant of property adjacent to the Leased Premises;

B. Bring or permit to remain on the Leased Premises any asbestos, petroleum or petroleum products, explosives or toxic materials except for commercially reasonable amounts of materials used in the ordinary course of Lessee's business, nor commit or permit to remain any waste or damage to the Leased Premises; or

C. Commit, or permit to be committed, any action or circumstance on or about the Leased Premises which, directly or indirectly, would or might justify any insurance carrier in increasing the rate of or canceling the insurance policies maintained by Lessee or Authority on the Leased Premises or improvements thereon, or those of other lessees of Authority's property adjacent to the Leased Premises.

Section 4.02. Environmental Representations, Restrictions and Environmental Indemnity

Lessee hereby represents and warrants to Authority:

That Lessee's construction, occupancy, operation or use of the Leased Premises will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Leased Premises, including but not limited to all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Laws");

That, without limitation of **Section 4.01A** above, in its use of the Leased Premises Lessee will not violate any Applicable Laws pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42, U.S.C. Section 9601 et seq; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq; the Clean Air Act and Amendments of 1990, 42 U.S.C. Section 7401 et seq; the Clean Water Act of 1977, 33 U.S.C. Section 1251 et seq; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq; the Toxic Substances Control Act, 15 U.S.C. Section 2606 ; the Texas Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code; the Texas Clean Air Act, Chapter 382, Texas Health and Safety Code; the Oil Spill Prevention Act of 1991, Chapter 40, Texas Natural Resource Code, and Chapter 26, Texas Water Code; and the Texas Water Quality Act, Chapter 26, Texas Water Code; Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code; Texas Community Right-to-Know Acts, Chapters 505 – 507 Texas Health and Safety Code; and Authority's Tariffs, Rules and Regulations.

That the use which Lessee intends to make of the Leased Premises will not result in the Disposal or other Release of any material or substance regulated under any Applicable Environmental Laws, including but not limited to any Hazardous Substance or Hazardous or Solid Waste on or to the Leased Premises--the terms "Hazardous Substance" and "Release" have the meanings specified in CERCLA, and the terms "Hazardous or Solid Waste" and "Disposal" (or "Disposed") have the meanings specified in RCRA--and, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning will apply to such terms used in this Lease Agreement subsequent to the effective date of such amendment and, further, to the extent the laws of the state of Texas establish a meaning for "Hazardous Substance," "Release," "Hazardous or Solid Waste," or "Disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning will apply to such terms used in this Lease Agreement, and in either of said instances Lessee must immediately cease activities prohibited by or in violation of Applicable Laws or Applicable Environmental Laws upon the Leased Premises and notify Authority in writing within five (5) day of doing so.

Lessee understands and agrees that the Leased Premises are being leased in an "As Is, Where Is" condition and that improvements, grading, filling, removal of existing improvements, and relocation of utility lines shall be made and performed by Lessee at the sole cost and expense of Lessee. Lessee further understands and agrees that the "As-Is, Where Is" condition of the Leased Premises includes any contamination of the Leased Premises, including structures, soils, groundwater, and any adjacent channel or bay water and sediment, and that information received from Authority regarding such matters may not be complete or accurate and should not be accepted as such.

In the event of a Release of any environmental contaminants which exceed permitted levels as defined by any city, state or federal law or regulation, Lessee must immediately stop the Release and cease any prohibited activities which may be resulting in such Release; and immediately notify the proper environmental and safety agencies, federal, state, and local, as

well as Authority, in writing, of the date, time, and nature of the Release, including, but not limited to, a description of the environmental contaminants discharge or released, and provide a MSDS for each of the said environmental contaminants.

In addition, upon receipt from any agency or department of the state of Texas or the federal government, Lessee will immediately furnish Authority written information concerning any citation, notice of violation, enforcement action or penalty regarding any safety or environmental violation sent to Lessee, or any entity consulting or working on the Lessee's behalf relative to or at the Leased Premises. This information must include:

A. A general description of the conduct that resulted in the citation, notice of violation, enforcement action or penalty; and

B. The document(s) sent from the agency or department to Lessee, or any entity consulting or working on the Lessee's behalf, which state the citation, violation, enforcement action or penalty.

Further, in the event of a Release, Lessee hereby acknowledges that excavation of soils from the Leased Premises could result in exportation of a regulated waste requiring appropriate characterization, handling, transport and disposal (together "Regulated Waste Removal"). Authority takes no responsibility and assumes no liability whatsoever for Regulated Waste Removal. Accordingly, **Lessee hereby waives any claim, or potential claim, it may have to recover costs or expenses arising out of or associated with Regulated Waste Removal and agrees to indemnify, defend and hold harmless Authority, its Port Commissioners, directors, managers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from, out of, or in any way related to Regulated Waste Removal. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs and expenses, Authority will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee's insurance company, which approval will not be unreasonably withheld.**

Also, in the event of a Release, Authority accepts no liability or responsibility for ensuring that Lessee's workers, including without limitation those conducting testing, construction and maintenance activities on the Leased Premises, are satisfactorily protected from residual contaminants described in 29 Code of Federal Regulations. Lessee shall assess all human health risks from vapor transport or direct contact with residual hazardous substances or contaminants and incorporate such engineering and institutional controls as may be required to sufficiently protect human health of onsite workers and transient visitors. **Lessee hereby waives any claim, or potential claim, it may have to recover any damages, losses, costs and expenses related to worker exposure or alleged exposure to any residual onsite contamination, and to indemnify, defend and hold harmless Authority, from and against any and all such claims, liabilities, losses, damages, costs and expenses. If any action or proceeding is brought against Authority, its Port Commissioners, directors, managers, employees, and agents based upon any and all such claims, liabilities, losses, damages, costs**

and expenses, Authority, its Port Commissioners, directors, managers, employees, and agents will be represented by its general counsel, or another attorney selected by Authority and approved by Lessee's insurance company, which approval will not be unreasonably withheld.

In claims against Authority, its Port Commissioners, directors, managers, employees, and agents by or for an employee of Lessee, its agents, contractors, owners, invitees, or licensees, the Lessee's indemnification obligation under this Section 4.02 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee, its agents, contractors, owners, invitees, or licensees, under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against Authority, its agents, contractors, owners, invitees, or licensees, to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Authority, its agents, contractors, owners, invitees, or licensees, or a settlement by Authority, its agents, contractors, owners, invitees, or licensees, Lessee expressly agrees to reimburse and hold harmless Authority, its agents, contractors, owners, invitees, or licensees, for the damages based on such judgment or settlement as provided in this Section 4.02.

Lessee will cooperate with the Authority's Tenant Audit Program (the "Program"). The audit will consist of a scheduled review of Lessee's operations and activities, a review of Lessee's environmental management programs, and a tour of the Leased Premises. At no time, however, shall Authority have access to or audit Lessee's trade secrets, proprietary formulae or processes, confidential information, vendor information, supplier information, information about Lessee's customers, charts of accounts, bank statements or other banking information, during such inspection and audit. Authority staff involved in the Program intend to gain an understanding of Lessee's operations and activities and what measures the Lessee is utilizing to comply with local, state, and federal laws, rules and regulations, this Lease Agreement, and Authority's Tariffs, Rules, and Regulations. Through the Program they will seek to achieve cooperative conservation between Authority and Lessee that are actions relating to the use, enhancement and enjoyment of natural resources and protection of the environment. The audit will be conducted at a minimum annually and more frequently if determined by Authority staff to be necessary. A letter from Authority staff setting forth staff's observations will be provided to the Lessee following the audit. If violation of applicable laws, rules, regulations, this Lease Agreement or the tariff have been observed, then Lessee will be notified of the same in the letter, and required to immediately take action to come into compliance, and to verify it has done so to Authority staff.

Lessee must clean up, remove, remediate and repair any soil or ground water contamination or damage caused by the presence or Release of any Hazardous Substance or Hazardous or Solid Waste (or any other materials or substances regulated by Applicable Environmental Laws) in, on, under, or about the Leased Premises during occupancy of the Leased Premises in conformance with the requirements of Applicable Laws or Applicable

Environmental Laws. Lessee shall immediately give Authority written notice of any suspected breach of this paragraph, upon learning of the presence or any release of any Hazardous Substance or Hazardous or Solid Waste, or upon receiving any notice from governmental agencies pertaining to any Hazardous Substance or Hazardous or Solid Waste which may affect the Leased Premises. The obligations of Lessee hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

All of the foregoing representations and warranties made by Lessee are continuing and must be true and correct for the entire Term of this Lease, and all of such representations and warranties will survive expiration or termination of this Lease Agreement.

In the event that any Hazardous Substance and/or Hazardous or Solid Waste (or any other materials or substances regulated by Applicable Environmental Laws) is detected on or beneath the surface of the Leased Premises which: (1) was not detected in Lessee's environmental studies of the Leased Premises (including all information that comprises Exhibit C) conducted prior to the Effective Date; (2) was not introduced on to or beneath the surface of the Leased Premises by any activity of Lessee; and (3) can be traced to the activity of any other Authority lessee and/or tenant of Authority, Authority hereby covenants not to file suit, nor bring any actions, causes of action or claims against Lessee, and shall not pursue Lessee for any liabilities, losses, damages, costs and expenses relating thereto.

Section 4.03. Underground Storage Tanks

Lessee may not construct, install, maintain, use or otherwise operate on the Leased Premises any petroleum or chemical underground storage tank.

Section 4.04. Wharfage

Lessee is granted the non-exclusive right of use of, the public wharf and Rincon Canal A, in exchange for payment of standard dockage or wharfage charges, for shipping and receiving, by water transportation, for commodities used or consumed by Lessee in its business conducted on the Leased Premises. All other commodities or cargo moved from or to water transportation at docks owned by Authority will pay all of Authority's tariff charges applicable to the same. Lessee must report in writing monthly to Authority the amount of such commodities handled and pay to Authority at its offices in Corpus Christi monthly the amount due pursuant to this Lease Agreement and Authority's tariff. Authority shall have the right at reasonable times during business hours to inspect the books and records of Lessee concerning such shipments and payments, consistent with Section 3.06, above. Notwithstanding the terms contained herein, Lessee is granted the non-exclusive right of use of the public wharf and Rincon Canal A, without payment of dockage or wharfage charges, for shipping and receiving, by water transportation, materials used for construction of the Leased Premises.

Section 4.05. This section intentionally left blank

Section 4.06. Permitted Use; Continuous Operation

Lessee will (a) continuously maintain the Leased Premises open for its usual business and available for the purposes permitted hereunder during its usual business hours on days other than Saturday, Sunday or legal holidays.

The covenants of this **Section 4.06** are material to this Lease, and should Lessee fail to satisfy such covenants, Authority may employ the remedies set forth in the Article of this Lease Agreement entitled Default.

Section 4.07. Throughput [Moved to 3.03]

Section 4.08. Live Loads

Live loads in proximity to any bulkhead on the Leased Premises must be limited to weight and distances from the bulkhead so as not to damage the bulkhead. If Lessee requires loads in excess of such limits, Lessee must provide, at its expense, additional structures approved by Authority to safely carry the additional load limits.

Section 4.09. Mooring of Vessels

Only ships, boats, barges, or other vessels or equipment being loaded or unloaded by Lessee may be moored at the bulkhead and public wharf fronting Rincon Canal A. Lessee must notify the Harbormaster of all vessel movements into and out of Rincon Canal A. Mooring ships, boats and barges of others, including pleasure craft and houseboats, is prohibited unless special arrangements are made with Authority for the payment of Authority's charges for such berthing.

ARTICLE 5 IMPROVEMENTS OR ALTERATIONS AND MAINTENANCE

Section 5.01. Permanent Improvements

All improvements made, placed, or constructed on the Leased Premises by Lessee after the date of this Lease Agreement will be at the sole cost and expense of Lessee. Lessee must construct and install Lessee's improvements in a good and workmanlike manner. New or additional improvements may not be constructed nearer than 8.5 feet to the centerline of any existing or proposed railroad track on or adjacent to the Leased Premises.

While constructing improvements, maintaining, or carrying on its activities, on the Leased Premises, Lessee must comply with the *Antiquities Code of Texas* (Texas Natural Resources Code, Chapter 191) and applicable rules promulgated thereunder by the Texas Historical Commission, or its successor. Lessee shall undertake its activities on the Leased Premises in a manner consistent with public policy relating to the location and preservation of

archeological sites and other cultural resources in, on, or under public lands. Lessee shall use the highest degree of care and all reasonable safeguards to prevent the taking, alteration, damage, destruction, salvage, or excavation of cultural resources and/or landmarks on the Leased Premises. Upon discovery of an archeological site, Lessee shall immediately give written notice of such discovery to Authority and to the Texas Historical Commission, as set out in the Committee's rules. Lessee, its contractors and employees, shall have no right, title, or interest in or to any archaeological articles, objects, or artifacts, or other cultural resources located or discovered on the Leased Premises.

Section 5.02. Maintenance and Return of Leased Premises

Lessee will, throughout the Lease Term, at its own expense and risk, maintain the Leased Premises and all improvements on them in good order and condition, including but not limited to making all repairs and replacements necessary to keep the premises and improvements in that condition. All maintenance, repairs, and replacements required by this Section must be performed promptly when required and so as not to cause depreciation in the value of the Leased Premises.

If Lessee fails to perform its obligation to repair, replace, or maintain, as set forth above, within a reasonable time after notice from Authority of the need for repair, replacement, or maintenance, Authority may enter the Leased Premises and make the repairs or replacements, or perform the maintenance, or have the repairs or replacements made or maintenance performed, at its own expense. Upon Authority's notice to Lessee of the performance and cost of any maintenance, repairs, or replacements under this Section, Lessee must immediately reimburse Authority for the costs incurred by Authority pursuant to this Section, together with interest on the sum at the highest legal rate from the date of the notice until the date paid by Lessee to Authority.

At the expiration or termination of the Lease Term, Lessee will surrender the premises in good order and repair.

Section 5.03. Approval of Alterations and Improvements

Lessee must submit to Authority plans for any proposed buildings, drainage or improvements of any kind on the Leased Premises, or any alterations or additions to existing buildings or improvements, and they must be approved in writing by, the Director of Engineering Services of Authority prior to the commencement of work on the same. To facilitate the Authority's review, two (2) sets of formal plans that clearly define the project must be submitted to Authority for its prior approval. The drawings must be prepared on a standard engineering format (24" x 36" drawings) and show all physical features and improvements in and around the project site and must be signed and sealed by a Professional Engineer registered in the State of Texas. In addition, a detailed site plan (minimum 1" = 50' scale) depicting the location and physical layout of the project site, and including, but not limited to, any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, and existing channel depth elevations must be included with the plans submitted. The site plan must clearly show the

bottom of cut line and top of slope line of any planned dredging. If any dredging is planned by Lessee, its agents, servants, contractors or employees that will, in Authority's judgment, based upon customary dredging operations, result in removal of a substantial quantity of earth or material from, or damage to, adjacent real property, Lessee must obtain the written permission of the adjacent property owner to carry out the work described for the project and submit it to the Authority with the formal plans.

Copies of all permits for work in navigable waters issued to Lessee by the Department of Army or any other federal, state or other governmental agency shall be filed with Authority.

No approval by Authority of Lessee's designs, site plans, plans, specifications or other matters may ever be construed as representing or implying that Lessee's designs, site plans, plans, specifications or other matters will, if followed, result in a properly-designed building or other improvements constructed on the Leased Premises. Such approvals shall in no event be construed as a representation or guaranty by the Authority that any improvements will be built in a workmanlike manner, nor shall such approvals relieve Lessee of its obligation to construct the building in a workmanlike manner. **Lessee will defend, indemnify, and hold harmless Authority from and against any lawsuits, actions, causes of action or claims arising out of Authority's approval of any of Lessee's designs, site plans, plans, specifications or other matters relating to the Leased Premises.**

Section 5.04. No Liens

Unless otherwise agreed, Lessee may not grant, place or suffer, or permit to be granted, placed or suffered, against all or any part of the Leased Premises or Lessee's leasehold estate created hereby, any lien, security interest, pledge, conditional sale contract, claim, charge or encumbrance (whether constitutional, contractual or otherwise) and if any of the aforesaid should occur or be asserted, Lessee will, promptly upon demand by Authority and at Lessee's expense, cause same to be released.

Section 5.05. Laborers and Materials

Lessee will pay for all labor and services performed for, materials used by, or furnished to, any contractor employed by Lessee with respect to the Leased Premises and defend, indemnify and hold Authority and the Leased Premises harmless and free from any liens, claims, encumbrances or judgments created or suffered by Lessee's failure to pay for labor or materials provided to the Leased Premises. If Lessee elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with such labor, services or materials, Lessee agrees to include Authority as an additional obligee thereunder.

Section 5.06. Storm Sewers/Railroad Spur Tracks

Lessee agrees to construct or to pay for the construction of (a) storm sewers required by Authority to drain the Leased Premises or (b) railroad spur tracks requested by Lessee, and approved by Authority, to serve the Leased Premises. If requested by Authority or the railroad,

Lessee will enter into a joint maintenance agreement with the railroad and bear Lessee's pro rata share of the cost of maintaining any railroad spur on the Leased Premises.

Section 5.07. Building Code

All improvements placed on the Leased Premises by Lessee must comply with all applicable codes unless they are modified by Port of Corpus Christi Authority Design and Construction Guidelines found in the current Port of Corpus Christi Authority Project Manual which may be obtained from Authority's Department of Engineering Services.

Section 5.08. Permits

Lessee must obtain and maintain in effect at all times during the Term of this Lease Agreement all permits, licenses and consents required or necessary for the construction, installation, maintenance, use and operation of Lessee's improvements and Lessee's use and occupancy of, and operations at, the Leased Premises. Lessee will provide Authority's Department of Engineering Services with copy of its permits, licenses and consents as the same are obtained.

Section 5.09. Ownership or Removal of Alterations, Modifications or Improvements by Lessee

During the Term all improvements, modifications or alterations constructed or placed on the Leased Premises by Lessee will be solely the property of Lessee.

At the expiration or termination of this Lease Agreement, all permanent improvements, modifications or alterations situated upon the Leased Premises, including all buildings, rail spurs and tracks, paneling, decorations, partitions, heating, ventilating and air-conditioning machinery and equipment, lighting fixtures, plumbing equipment, sprinkler system, and the like, shall, absent any agreement between Authority and Lessee to the contrary at the time of installation, or unless Authority otherwise elects, which election shall be made by giving a notice in writing (a) not less than fifteen (15) days prior to the expiration of this Lease Agreement, or (b) not more than fifteen (15) days following any termination of this Lease Agreement other than by expiration, become the property of Authority and shall remain upon and be surrendered with the Leased Premises as a part thereof at the expiration or termination of this Lease Agreement. In the event Authority notifies Lessee to remove any or all of the alterations, additions or improvements made by Lessee, Lessee must do so and must repair any damage caused by such removal, all within forty-five (45) days after the date of expiration or termination of this Lease Agreement. All processing equipment, non-permanent equipment and trade fixtures, furnishings and equipment, except for those referred to above, which are installed by Lessee may be removed by Lessee, at its expense, provided Lessee removes the same and repairs any damage caused by such removal within thirty (30) days after the date of expiration or termination of this Lease Agreement. Authority has no obligation to protect any personal property of Lessee located on the Leased Premises after the expiration or termination of the Lease Agreement. Any trade fixtures not removed, in accordance with this **Section 5.09**, by Lessee when this Lease

Agreement expires or terminates are considered abandoned by Lessee, and will automatically become Authority's property. If any trade fixture installed by Lessee is abandoned by Lessee after this Lease Agreement expires or terminates, Lessee must pay Authority any reasonable expense actually incurred by Authority to remove the fixture from the premises, less the fair market value of the fixture once removed, if Authority uses the trade fixture.

Section 5.10. Signs

Lessee may not place any signs at or on the Leased Premises nor paint any signs on any building on the Leased Premises unless first approved in writing by the Director of Engineering Services of Authority. Lessee must remove all its signs when this Lease Agreement expires or terminates and repair any damage resulting from erecting or removing the signs.

Section 5.11. Floodplain

Lessee acknowledges that Lessee has been advised by Authority that the Leased Premises is in the FEMA floodplain and that construction of improvements must conform to the laws and regulations applicable to construction of improvements in a floodplain.

Section 5.12. Side Yard Limits

No permanent improvements may be constructed within five (5) feet of the Leased Premises' boundary line.

ARTICLE 6 USE BY AUTHORITY

Authority reserves the right to use any streets or roadways on the Leased Premises. Authority further reserves the right to use as much of the Leased Premises as is necessary to lay mains for gas, water or sewers on the Leased Premises, to place poles and necessary wires and attachments for electricity or for telephone and fiber optic lines over and across any part of the Leased Premises, and to lay, or grant easements or rights of way to other parties for the laying of, pipelines for oil, petroleum, petroleum products, fiber optics and any other products over, under and upon the Leased Premises; provided, however, that the same shall not interfere with Lessee's buildings, improvements or Lessee's use of the Leased Premises. Authority has the right to use third parties for the performance of the rights reserved to Authority in this Article.

ARTICLE 7 SUBLETTING OR TRANSFER

Section 7.01. Sublease or Transfer

Lessee may not assign or sublet this Lease Agreement in whole or in part nor any interest therein nor sublet the Leased Premises nor any part thereof nor grant any license, concession or other right of occupancy of any portion of the Leased Premises, nor permit the transfer of this

Lease by operation of law or otherwise without the prior written consent of Authority. Notwithstanding the above, Lessee shall be entitled to assign this Lease Agreement to the Transferee of one hundred percent (100%) of the assets of Lessee upon approval by Authority, which approval will not be unreasonably withheld. Consent of Authority to one or more assignments or subletting does not operate as a waiver of Authority's rights concerning any subsequent assignments or subletting. If this Lease Agreement is assigned, or if any of the Leased Premises, or any part thereof, is sublet or occupied, other than as provided for herein, by anyone other than the Lessee, then Authority may, after default by the Lessee, collect rent from the assignee, subtenant or occupant and apply the net amount collected, after the deduction of any costs of collection, including, but not limited to, attorneys' fees or other costs incurred by Authority, to Lessee's rent provided for in this Lease Agreement.

Section 7.02. Conditions

The following conditions automatically apply to each sublease, assignment or transfer by Lessee or any sublessee without the necessity of same being stated in or referred to in Authority's written consent:

A. Lessee must execute, have acknowledged and deliver to Authority and cause the sublessee, assignee or other transferee ("Transferee") of one hundred percent (100%) of Lessee's interest in and to the Leased Premises to execute, have acknowledged and deliver to Authority, an instrument in form and substance acceptable to Authority in which:

The Transferee adopts this Lease Agreement and assumes and agrees to perform, jointly and severally with Lessee, all of the obligations of Lessee hereunder, as to the interest transferred to it;

The Transferee grants Authority an express first and prior contract lien and security interest in its improvements located upon and property brought into the transferred premises to secure its obligations to Authority hereunder;

Lessee subordinates to Authority's statutory lien, contract lien and security interest any liens, security interests or other rights, which Lessee may claim with respect to any property of the Transferee;

Lessee and any guarantor of this Lease Agreement agrees with Authority that, if the rent or other consideration due by the Transferee exceeds the rent for the transferred space, then Lessee shall, and any guarantor guarantees that Lessee shall, pay Authority as additional rent hereunder all such excess rent and other consideration immediately upon Lessee's receipt thereof;

The Transferee agrees to use and occupy the transferred space solely for the purposes permitted under Article 4 and otherwise in strict accordance with this Lease Agreement; and

Lessee and any guarantor acknowledge and agree in writing that, notwithstanding the transfer, Lessee and any guarantor remain directly and primarily liable for the performance of all the obligations of Lessee hereunder (including, without limitation, the obligation to pay all rent), and Authority shall be permitted to enforce this Lease Agreement against Lessee, any guarantor or the Transferee, or all of them, without prior demand upon or proceeding in any way against any other persons.

B. Lessee must deliver to Authority a counterpart of all instruments relative to the sublease, assignment or other transfer executed by all parties to such transaction (except Authority); and

C. Lessee shall pay or cause to be paid to Authority, at the time of the execution and delivery of the documents, the sum of \$2,500.00 to cover Authority's administrative and legal costs for each amendment, assignment, sublease, and any estoppel certificate requested from Authority by Lessee or any sublessee.

ARTICLE 8 DEFAULT

Section 8.01. Rights and Remedies of Authority

If for ten (10) calendar days after service by mail or otherwise to Lessee by Authority of written notice of a breach or default by Lessee under any provision of this Lease Agreement, the Lessee does not or shall neglect or fail to comply with or remedy such breach or default, or if the breach or default complained of shall such that it cannot be completely remedied or cured within the ten (10) day period, then the breach or default shall not be an enforceable breach or default against Lessee, if Lessee has commenced curing such breach or default within the ten (10) day period, and shall with reasonable diligence and in good faith, proceed to remedy the default complained of; or if any proceedings concerning Lessee or the Leased Premises be had in bankruptcy, reorganization, arrangement or receivership, or if any assignment shall be attempted to be made of this Lease Agreement for the benefit of creditors; or if Lessee abandons or vacates a substantial portion of the Leased Premises for fourteen (14) consecutive days; then in any of said instances or in any similar instance, Authority shall have the rights and remedies that may be provided at law or in equity and the following options:

A. Without terminating this Lease Agreement, Authority may terminate Lessee's right of possession of the Leased Premises under this Lease Agreement by giving Lessee three (3) calendar days notice of termination of Lessee's right of possession and Lessee's right of possession shall thereupon cease and come to an end and Authority may reenter and take possession of the Leased Premises; provided, however, Authority shall not be required to give such notice prior to the filing of an action of forcible detainer or at common law upon default by Lessee in the payment of rent. Upon entering and taking possession of the Leased Premises, Authority may:

1. Relet for the account of, or as agent for, Lessee the Leased Premises or any part thereof, to a tenant acceptable to Authority, without terminating this Lease Agreement or working a forfeiture of the rent to be paid, and after receiving the rent therefrom apply the same, first to the payment of all expense the Authority may be put to in recovering possession of the Leased Premises and in reletting same, including but not limited to the costs of renovations, alterations and repairs to the Leased Premises for a new tenant and attorneys' and brokers' fees, and then to the payment of the rent and additional rent payable under this Lease Agreement and to the fulfillment of Lessee's covenants hereunder. Lessee shall be entitled to any balance remaining after subtracting such costs and debts. Authority may at any time after reletting terminate this Lease Agreement for the breach or default on account of which it reentered and relet; or

2. Accelerate the future rent and additional rent due under this Lease Agreement and seek recovery of such rent and additional rent and any other damages provided for in this Lease Agreement, at law or in equity. Authority is entitled to recover future rent and additional rent from Lessee based upon the present value of the rent and additional rent discounted to present value at the rate of 3% per annum for the remainder of the Term of the Lease reduced by the fair market rental value of the Leased Premises during that period.

B. Terminate this Lease Agreement.

C. Lessee pledges with Authority all of its rents from the Leased Premises in addition to the other security for the performance of the Lease Agreement; and in connection with such pledging of the rents, the Lessee covenants and agrees with Authority that if Authority, upon default of Lessee, elects to file a suit to enforce this Lease Agreement and protect Authority's rights thereunder, Authority may apply to any court having jurisdiction, for the appointment of a Receiver of all and singular the Leased Premises, the improvements and buildings located thereon, and the personal property located therein, and thereupon it is expressly covenanted and agreed that the court shall without notice forthwith appoint a Receiver with the usual powers and duties of receivers in like cases, and such appointment shall be made by such court as a matter of strict right to Authority, and without reference to the adequacy or inadequacy of a remedy at law, the value of the property that is subject to Landlord's lien, or to the solvency or insolvency of Lessee; and without reference to the commission of waste.

Section 8.02. No Waiver

Any assent, expressed or implied, by the Authority or Lessee to any breach of any agreement, covenant or obligation contained in this Lease Agreement shall operate as such only in the specific instance, and shall not be construed as an assent or a waiver to any such agreement, covenant or obligation generally or of any subsequent breach thereof. The remedies provided herein or at law or equity shall not be mutually exclusive.

Section 8.03. Consequential Damages

Authority shall in no event be charged with default in the performance of any of its obligations hereunder, unless and until Authority shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after written notice by Lessee to Authority, properly specifying Authority's failure failed to perform any such obligation.

Except as expressly set forth in this Lease Agreement, neither the Authority nor the Lessee shall be charged with or liable for any consequential damages suffered by the other as a result of the Authority's or Lessee's breach of this Lease Agreement or failure to perform any of their respective obligations under this Lease Agreement.

ARTICLE 9 LIEN AND SECURITY INTEREST

In consideration for the mutual benefits arising under this Lease Agreement, and as security for Lessee's performance of all its obligations under this Lease Agreement, Lessee hereby grants to Authority a lien and security interest in and on all property of Lessee now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien and security interest of Authority for payment of all rent and other sums agreed to be paid by Lessee herein. The provisions of this Section shall constitute a security agreement under the Texas Uniform Commercial Code so that Authority has and may enforce a security interest on all property of Lessee now or hereafter placed in or on the Leased Premises, including but not limited to all fixtures, machinery, equipment, furnishings and other articles of personal property now or hereafter placed in or upon the Leased Premises by Lessee. An event of default under this Lease Agreement shall be default under the security agreement. Authority may at its election at any time file a copy of this Lease Agreement as a financing statement. Authority, as secured party, is entitled to all of the rights and remedies afforded to a secured party under the Texas Uniform Commercial Code, which rights and remedies shall be in addition to and cumulative to the Authority's liens and rights provided by law or by the other terms and provisions of this Lease. Promptly upon request, and without further consideration, Lessee agrees to execute as debtor such additional financing statement or statements as Authority may now or hereafter reasonably request in order that Authority's security interests may be protected pursuant to the Texas Uniform Commercial Code, which financing statement Authority may at its election file in the appropriate records.

ARTICLE 10 SUBORDINATION

Section 10.01. Subordination of Landlord's Lien

It is contemplated that Lessee may be required to borrow funds for construction of improvements on the Leased Premises from time to time during the Term of this Lease Agreement, and it may be desirable or convenient for Lessee to borrow additional funds for additional improvements, alterations, repairs or for other purposes to benefit the Leased Premises. Accordingly, it is agreed that Lessee shall at all times during the Term of this Lease,

without the consent of Authority (but provided written notice and a copy of the security instruments are delivered to Authority), have the right to mortgage or convey by deed of trust or any other security instrument (the "Permitted Mortgage") the leasehold rights of Lessee created by this Lease Agreement, together with all of Lessee's rights, titles, and interest in the buildings and improvements then or thereafter to be placed on the Leased Premises; provided, however, that any such mortgage, deed of trust, security conveyance or encumbrance will at all times be subject to and shall recognize the superior right, title and interest of Authority to the Leased Premises and to Authority's rights hereunder to require Lessee's payment of all rent due hereunder and Lessee's full and faithful performance of all covenants and conditions of this Lease Agreement due Authority.

Subject to the conditions stated in this Article, Authority subordinates its landlord's lien on the improvements and other property Lessee places on the Leased Premises to the rights of the holder of any such mortgage, deed of trust or other security instrument.

Section 10.02. Holder of Security

In the event at any time during the Term of this Lease Agreement Lessee or anyone holding under Lessee shall be in default of any of the covenants or any of the conditions of this Lease Agreement, then and in such event the holder of the mortgage, deed of trust or other security instrument (the "Permitted Mortgagee") may, before forfeiture is invoked by Authority, make any and all payments and do and perform any and all acts or things which may be necessary or required to prevent a forfeiture of this Lease Agreement; and the party making such payments or performing such acts or things shall thereby and thereupon be subrogated to all the rights of Lessee under this Lease Agreement. Authority agrees that, if requested in writing by the Permitted Mortgagee, it will send to the said holder at the address specified in the written request copies of all written notices of demand which Authority may serve upon Lessee, or anyone holding under Lessee, under and pursuant to the Terms of this Lease Agreement.

It is understood, however, that the Permitted Mortgagee shall in no way be liable to Authority for the payment of any rent or for the performance of any other covenants and conditions under this Lease Agreement until such time as it shall acquire by conveyance from Lessee or by foreclosure or other proceedings provided by law or by the terms of mortgage, deed of trust, or security instrument, all the right, title and interest of Lessee under this Lease Agreement; provided, however, that any party who shall acquire said right, title and interest of Lessee as above provided shall thereupon and thereby become liable for the full performance and all payments theretofore and thereafter required to be made by Lessee under the covenants and conditions of this Lease Agreement, as fully and completely and to the same extent as Lessee itself would have been if it still had retained its right, title and interest under this Lease Agreement.

**ARTICLE 11
INDEMNITY/WAIVER**

Section 11.01. Indemnity and Waiver

A. As used in this Section 11.01, each of the following terms shall have the meanings set forth in this Section 11.01A:

(1) “Claims” means all claims, damages (including actual, consequential, and punitive), losses, fines, penalties, liens, causes of action, suits, judgments, settlements, and expenses [including court costs, attorney’s fees (including attorney’s fees in defending and/or settling a Claim and attorney’s fees to collect on this Indemnity), costs of investigation, and expert witnesses] of any nature, kind or description by, through, or of any person or entity.

(2) “Defend” means to oppose on behalf of another party a Claim in litigation, arbitration, mediation or other alternative dispute resolution proceeding and to pay all costs associated with the preparation or prosecution of such Defense.

(3) “Indemnify” means to protect and hold harmless a party from and against a potential Claim and/or to compensate a party for a Claim actually incurred.

(4) “Indemnified Persons” means the Authority, its Port Commissioners, directors, managers, employees and agents.

(5) “Lessee Parties” means the Lessee, its agents, contractors, employees, owners, invitees, or licensees.

(6) “Waive” means to knowingly and voluntarily relinquish a right and/or to release another party from liability.

B. Subject to the terms of this Section 11.01, Lessee shall Defend and Indemnify the Indemnified Persons from and against all Claims resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the following matters (these Claims being referred to herein as the “Indemnified Claims”):

(1) the conduct of Lessee’s business on the Leased Premises;

(2) Lessee’s breach of this Lease Agreement;

(3) any property loss or damage occurring in, on, or about the Leased Premises or relating to the condition, use or occupancy of the Leased Premises;

(4) any bodily or personal injury, sickness, disease, and/or death (including the bodily or personal injury and/or death of any employee of an Indemnified

Person or a Lessee Party) occurring in, on, or about the Leased Premises or relating to the condition, use or occupancy of the Leased Premises; or

(5) any act, omission, willful misconduct, strict liability, breach of warranty, express or implied, or violation of any laws, ordinances, rules, regulations, or codes, now or hereafter existing, of or by any Lessee Party, including the sole, joint, concurrent, or comparative negligence of any Lessee Party in connection with or pertaining to this Lease Agreement.

C. The Indemnities, Waivers and obligation to Defend in this Section 11.01 shall be enforced to the fullest extent permitted by applicable law for the benefit of the applicable Indemnified Persons, regardless of any extraordinary shifting of risks, and even if the applicable Claim is caused by the joint, concurrent, or comparative negligence of such Indemnified Persons, and regardless of whether liability without fault or strict liability is imposed upon or alleged against such Indemnified Persons; provided, however, that an Indemnity will not be enforced to the extent that a court of competent jurisdiction holds in a final judgment that the applicable Claim against any of the Indemnified Persons was caused by the willful misconduct or sole negligence of such Indemnified Persons.

D. Notwithstanding anything to the contrary contained in this Section 11.01, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence, causation, responsibility or fault of the Indemnified Persons and the Lessee Parties, then the Lessee's obligation to the Indemnified Persons shall only extend to the percentage of the total responsibility of the Lessee Parties in contributing to such Indemnified Claim.

E. In claims against any Indemnified Persons by or for an employee of a Lessee Party, the Lessee's indemnification obligation under this Section 11.01 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee Party under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. If an action for damages is brought by an injured employee of Lessee, a legal beneficiary, or an insurance carrier against any Indemnified Persons liable to pay damages for the injury or death of such employee under Chapter 417 (Third-Party Liability), Texas Labor Code, that results in a judgment against the Indemnified Persons or a settlement by the Indemnified Persons, Lessee expressly agrees to reimburse and hold harmless the Indemnified Persons for the damages based on such judgment or settlement as provided in this Section 11.01.

F. Except as otherwise expressly limited in this Section 11.01, it is the intent of the parties to this Lease Agreement that all indemnity obligations and liabilities contracted for in this Lease Agreement be without monetary limit and without regard to the cause or causes thereof (including pre-existing conditions on Authority's Property or as the result of an indemnification agreement with a third party), and will not be limited by any exclusive liability provision of the Texas Workers' Compensation Act. The indemnity contained in this Section 11.01 applies, without limitation, to any violation of any law, rules or

regulations referred to in Section 4.02 in effect during the Term of this Lease Agreement, and any and all matters arising out of any act, omission, event or circumstance existing or occurring during the Term of this Lease Agreement, regardless of whether the act, omission, event or circumstance constituted a violation of any law, rules or regulations referred to in Section 4.02 at the time of its existence or occurrence.

G. If any action or proceeding is brought against any Indemnified Persons by reason of any Indemnified Claim described in this Section 11.01, the Indemnified Persons will be represented by their general counsel, or another attorney selected by the Indemnified Persons and approved by Lessee's insurance company, which approval will not be unreasonably withheld.

H. If Lessee should fail or refuse, after written notice to Lessee that the Indemnified Persons intend to make a settlement of an Indemnified Claim, to participate in the settlement of such Indemnified Claim, then the Indemnified Persons may settle with the claimant without prejudice to the Indemnified Persons' indemnity rights set forth herein, and a settlement after such notice to Lessee will constitute a settlement of the proportionate fault, including but not limited to negligence, of both Lessee and the Indemnified Persons, which settlement may later be apportioned between Indemnified Persons and Lessee.

I. Lessee agrees to support its obligations to Indemnify and Defend the Indemnified Persons by the purchase of insurance, including contractually assumed liability coverage.

J. To the fullest extent provided by this Section 11.01, Lessee hereby Waives all Claims against the Indemnified Persons resulting from, arising out of, or alleged to have arisen out of or resulted from, in whole or in part, any of the Indemnified Claims.

ARTICLE 12 INSURANCE

Section 12.01. Insurance

Without limiting the indemnity obligations or liabilities of Lessee, or its insurers, provided herein, Lessee agrees at all times this Lease Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts as follows:

A. Property insurance coverage on the Lessee owned buildings, improvements and betterments owned by Lessee situated on the Leased Premises against Direct Physical Loss and against loss or damage by any other risk, now and from time to time insured against by "special form" (formerly "all risk") property insurance and in builder's risk completed value form during substantial construction of improvements (including malicious mischief and vandalism) in amounts sufficient to provide coverage for 100% of the Insurable Value of such buildings, improvements and betterments situated on the Lease Premises. In addition Lessee will carry

flood insurance on each of the Lessee owned buildings, improvements and betterments situated on the Leased Premises with the maximum policy limits permitted under such flood insurance. Lessee is responsible for insuring its personal property on the Leased Premises. "Insurable Value" means replacement cost.

B. For all its employees engaged in performing work, workers' compensation insurance required by the Texas Workers' Compensation Code; and employer's liability insurance with policy limits of at least \$500,000.00 each employee accident and disease, or such similar insurance which is in accordance with state and federal law applicable to said employees.

C. Commercial General Liability (CGL) insurance coverage with policy limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate at the Leased Premises, and endorsed to provide contractual liability coverage and Time Element Pollution coverage.

D. Business Auto Liability coverage for all owned and non-owned vehicles, with a policy limit of \$1,000,000 (Combined Single Limit.)

E. Umbrella liability coverage limits of not less than \$5,000,000.00 over and above the underlying primary coverage limits stated in subparagraph B, C and D in this Section.

F. Pollution Legal Liability including cleanup and defense costs for premises, and operations, including pollution of any body of water, with limits of not less than \$5,000,000.00 per occurrence.

The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Authority to an amount that is commercially reasonable at the time.

Authority shall be furnished, to Authority Attention: Real Estate Manager, prior to Lessee taking possession or occupancy of the Leased Premises, as proof of the insurance required of Lessee a certificate or certificates of insurance (and the endorsements required in this paragraph shall be attached to the certificate or certificates of the insurance) describing the Policies, which certificates must be acceptable, in their form and content, to PCCA. Each of the Policies will be endorsed to (a) (except for Workers' Compensation and employer's liability insurance) name Authority, its Port Commissioners, officers, officials, employees and agents as an additional insured (b) provide that it will not be suspended, voided, canceled or reduced in coverage or limits without thirty (30) days' prior written notice to Authority, Attention: Real Estate Manager, and (c) provide that notwithstanding any language in any policy of insurance held by Authority ("Authority Insurance") to the effect that the Authority Insurance is primary, the policy or policies held by Lessee are primary coverage and the Authority Insurance is non-contributory so that Authority Insurance will not share with the Policies.

Lessee shall deliver to Authority certificates of renewal at least thirty (30) days prior to the expiration date of each of the Policies and copies of new policies at least thirty (30) days prior to terminating any of the Policies. The deductible or self-insured retention for each of the

Policies must be stated in the certificate of insurance provided to Authority if either exceeds \$50,000.00; and, in such event, Authority may decline to approve this Lease Agreement without any liability to Lessee. The company writing each of the Policies must possess a current rating with A.M. Best Company of at least A: VI. If Lessee neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Authority may procure such insurance at Lessee's expense, and Authority is entitled to reimbursement from Lessee for all amounts spent to procure and maintain the insurance, with interest on such expense at a rate of 10% annually from the date Lessee receives Authority's notice of payment until reimbursement.

Section 12.02. Waiver of Subrogation

Grantee waives every claim which arises or may arise in its favor against Authority during the term of this Lease or any renewal or extension thereof for any and all claims against it, or for loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, covered by applicable insurance policies, to the extent that such claim, loss or damage is covered or recoverable under said insurance policies. Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease Agreement with respect to any loss of or damage to property of the parties hereto. Lessee agrees to immediately give to each insurance company which has issued to it policies of insurance applicable to provisions of this Lease Agreement written notice of the terms of the waiver set forth in this Section, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver; and Lessee will provide to Authority a copy of said endorsement or endorsements or evidence that such endorsement is not necessary to prevent the invalidation of the insurance coverage by reason of such waiver.

ARTICLE 13 PROPERTY LOSS

Section 13.01. Obligation to Restore

If all or any part of the improvements located on (or constituting a part of) the Leased Premises are destroyed or damaged by any casualty during any Term of this Lease Agreement, Lessee will promptly commence and thereafter prosecute diligently to completion the restoration of the same to the condition in which the destroyed or damaged portion existed prior to the casualty. Lessee will perform such restoration with at least as good workmanship and quality as the improvements being restored and in compliance with the provisions of Article 5 hereof. Notwithstanding the foregoing provisions of this paragraph to the contrary, if all of such improvements are wholly destroyed by any casualty or are so damaged or destroyed that, in Lessee's good faith judgment reasonably exercised, it would be uneconomic to cause the same to be restored (and Lessee shall give written notice of such determination to Authority within ninety (90) days after the date the casualty occurred), then Lessee shall not be obligated to restore such improvements and this Lease Agreement shall terminate as of the date of the casualty, and Authority shall be entitled to receive and retain the insurance proceeds for the loss.

If a property loss affecting the Leased Premises occurs, all insurance proceeds arising from policies maintained by Lessee for the damages arising from such casualty shall be distributed and paid directly to Authority, and Authority shall distribute such insurance proceeds to Lessee to the extent necessary to reimburse Lessee for costs incurred by Lessee in restoring the damaged Leased Premises in satisfaction of this **Section 13.01**, and any balance of such proceeds remaining after such restoration is complete shall be paid to Lessee within sixty (60) days after the restoration is complete and approved by Authority.

Section 13.02. Damage Near End of Term

If the Leased Premises are damaged to the extent of fifty per cent (50%) or more, or destroyed in whole or in part during the last twenty-four (24) months of the Term, Lessee shall have the right to terminate this Lease Agreement and not rebuild the improvements on the Leased Premises, in which event Authority shall be entitled to receive and retain the insurance proceeds from the loss or Lessee will rebuild as provided herein.

If the Port of Corpus Christi or its ship channel are damaged or destroyed in whole or in part to the extent that it is not economically or physically feasible to re-open the same, in Authority's sole judgment, then Authority shall have the option to terminate this Lease Agreement.

The party electing to terminate this Lease Agreement shall give notice to the other party of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties shall cease as of the date of such notice, and rent shall be adjusted as of the date of such notice of termination.

Section 13.03. Notice of Damage

Lessee shall immediately notify Authority of any destruction of or damage to the Leased Premises.

ARTICLE 14 CONDEMNATION

Section 14.01. Total Taking

If a total taking of the Leased Premises by condemnation occurs, then this Lease Agreement shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises.

Section 14.02. Partial Taking

If a partial taking of the Leased Premises by condemnation occurs, not to exceed 2 acres, (a) this Lease Agreement will continue in effect as to the portion of the Leased Premises not taken, and (b) Lessee must promptly commence and thereafter prosecute diligently to completion

the restoration of the remainder of Lessee's improvements located on (or constituting a part of) the Leased Premises to an economically viable unit with at least as good workmanship and quality as existed prior to the taking. In addition, upon a partial taking, the annual rent payable during the remainder of the Term of this Lease Agreement (after the condemning authority takes lawful possession of the portion taken) shall be reduced proportionally, giving due regard to the relative value of the portion of the Leased Premises taken as compared to the remainder thereof. If a partial taking of more than 2 acres of the Leased Premises by condemnation or eminent domain occurs, at Lessee's option, this Agreement may be thereafter terminated in the absence of Lessee incurring any liability for early termination.

Section 14.03. Voluntary Conveyance

Nothing in this article prohibits Authority from voluntarily conveying all or part of the premises to a public utility, agency, or authority under threat of a taking under the power of eminent domain. Any such voluntary conveyance will be treated as a taking within the meaning of this Article.

Section 14.04. Condemnation Award

In case of any taking or condemnation, whether or not this Lease shall terminate, the entire award shall be the property of Authority, and Lessee hereby assigns to Authority all its right, title and interest in and to any such award. Lessee, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Authority for the land and improvements or part thereof so taken.

Section 14.05. Notice of Proposed Taking

Lessee and Authority shall immediately notify the other of any proposed taking by condemnation of the Leased Premises.

ARTICLE 15 QUIET ENJOYMENT

Lessee, on paying the rent and all other sums called for herein and performing all of Lessee's other obligations contained herein, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Leased Premises during the Term of this Lease Agreement, subject to the provisions of this Lease Agreement. Authority agrees to warrant and forever defend Lessee's right to occupancy of the Leased Premises against the claims of any and all persons whomsoever lawfully claiming the same or any part thereof, by, through or under Authority (but not otherwise) subject to (a) the provisions of this Lease Agreement, (b) the lawful use of the Leased Premises by any mineral owner, other than Authority, of part or all of the Leased Premises or a lessee in an oil, gas or mineral lease granted by any mineral owner, other than Authority, of all or part of the Leased Premises, (c) all matters of record in Nueces County, Texas, including, but not

limited to, restrictive covenants, permits, licenses, easements and right-of-ways, and (d) any unrecorded restrictive covenants, permits, licenses, easements and right-of-ways in writing and executed by Authority to the extent the foregoing are validly existing and applicable to the Leased Premises, and are made known in writing to Lessee before this Lease Agreement is executed.

Lessee shall have no right to voluntarily permit any portion of the Leased Premises to be used for the purpose of drilling an oil or gas well without Authority's prior written consent.

ARTICLE 16 MEDIATION

Section 16.01. Mediation

Authority and Lessee agree they will, before taking any other legal action, including the filing of an action in State or Federal Court, attempt in good faith, to mediate in Corpus Christi, Texas, any controversy or claim arising out of or related to this Lease Agreement before a mediator to be agreed upon by Authority and Lessee. Authority and Lessee must agree upon a mediator within fifteen (15) days after a written request for mediation by either party, or either party may request any State District Judge sitting in Nueces County, Texas, to appoint a mediator and such appointment will be final. The mediator will schedule a mediation meeting at a time and place determined by the mediator. Authority and Lessee will each pay one-half of the costs of mediation to the mediator.

ARTICLE 17 GENERAL PROVISIONS

Section 17.01. Compliance

Lessee must comply with all federal, state and local laws, rules or regulations, including Authority's Tariff 100-A and Bulk Terminal Tariff 1-A, applicable to Lessee's tenancy or operations on the Leased Premises. Lessee must comply with the requirements of Item 669 of Authority's Tariff 100-A to the extent the same apply to Lessee, its agents, servants and employees.

Section 17.02. Inspection

Consistent with the inspection and audit terms contained in this Agreement, Lessee will permit Authority and Authority's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection to determine whether Lessee is in compliance with the terms of this Lease Agreement, for purposes of maintaining, repairing or altering the premises, or for the purposes of showing the Leased Premises to prospective lessees, purchasers, mortgagees or beneficiaries under deeds of trust.

In an emergency, Authority, its agents, servants and employees, may use any means to open any gate or door into or on the Leased Premises without any liability for doing so. Entry into the Leased Premises by Authority for any purpose permitted herein shall not constitute a trespass nor an eviction (constructive or otherwise), nor entitle Lessee to any abatement or reduction of rent, nor constitute grounds for any claim by Lessee (and Lessee hereby waives any such claim) for damages for any injury to or interference with Lessee's business, for loss of occupancy or quiet enjoyment or for consequential damages.

Section 17.03. No Partnership

The relationship between Authority and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or joint venture. This Lease Agreement is for the sole benefit of Authority and Lessee and no other person, entity or third party unless the benefit to a person, entity or third party is expressly stated in this Lease Agreement.

Section 17.04. Payments and Notices

All payments, notices, demands or requests from Lessee to Authority shall be given to Authority, Attention: Executive Director, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other address as Authority shall request in writing. All payments, notices, demands or requests from Authority to Lessee shall be given to Lessee, Superior Weighting Products, LLC, at 11767 Katy Freeway, Suite 230, Houston, Texas 77079, or at such other address as Lessee shall request in writing. Any notice required or permitted under this Lease Agreement must be in writing. Any notice required by this Lease Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage paid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received.

Section 17.05. Estoppel Certificate

On request, Lessee will execute an estoppel certificate that states the commencement date and termination date of the Lease, describes any rights to extend the Term of the Lease, lists defaults by Authority and provides any other information reasonably requested.

Section 17.06. Abatement

Lessee's covenant to pay rent and additional rent and Authority's covenants are independent. Except as otherwise provided, Lessee is not entitled to abatement of rent or additional rent for any reason.

Section 17.07. Abandoned Property

Authority may retain, destroy or dispose of any property left on the Leased Premises at the expiration or termination of this Lease.

ARTICLE 18 MISCELLANEOUS

Section 18.01. Parties Bound

This agreement binds and inures to the benefit of the parties and their respective legal representatives, heirs, distributees, successors and assigns where assignment is permitted by this Lease Agreement.

Section 18.02. Applicable Law

This agreement must be construed and its performance enforced under Texas law. Venue of any action arising out of this Lease Agreement will be in Nueces County, Texas.

Section 18.03. Severability

If any part of this Lease Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

Section 18.04. Time of Essence

Time is of the essence with respect to each date or time specified in this Lease Agreement by which an event is to occur.

Section 18.05. Rights and Remedies Cumulative

The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise. All the rights and remedies may be exercised and enforced concurrently or whenever occasion for the exercise arises.

Section 18.06. Attorneys' Fees

In the event Authority or Lessee breach or default upon any of the terms of this Lease Agreement and the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the reasonable attorneys' fees incurred by the prevailing party.

Section 18.07. Captions

All captions in this Lease Agreement are for reference and convenience only and shall not modify or affect the provisions of this Lease Agreement in any manner.

Section 18.08. Public Disclosure

Authority is a governmental authority subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code, chapters 551 and 552), and as such Authority is required to disclose to the public (upon request) this Lease Agreement and certain other information and documents relating to the consummation of the transactions contemplated hereby. In this regard, Lessee agrees that the disclosure of this Lease Agreement or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Authority as required by the Texas Open Meetings Act, Texas Public Information Act or any other law will not expose Authority (or any party acting by, through or under Authority) to any claim, liability or action by Lessee.

Section 18.09. Brokers

Lessee hereby warrants and represents unto Authority that it has not incurred or authorized any brokerage commission, finder's fees or similar payments in connection with this Lease Agreement, and agrees to defend, indemnify and hold harmless Authority from and against any claim for brokerage commission, finder's fees or similar payment arising by virtue of authorization by, through or under Lessee in connection with this Lease Agreement.

Section 18.10. Authority

The person executing this Lease Agreement on behalf of the Lessee personally warrants and represents unto Authority that (a) (if applicable) Lessee is a duly organized and existing legal entity, in good standing in the state of Texas, (b) Lessee has full right and authority to execute, deliver and perform this Lease Agreement, (c) the person executing this Lease Agreement on behalf of Lessee was authorized to do so, and (d) upon request of Authority, such person will deliver to Authority satisfactory evidence of his or her authority to execute this Lease Agreement on behalf of Lessee.

Section 18.11. Recording

This Lease Agreement (including any exhibit hereto) may not be recorded without the prior written consent of Authority. Any memorandum of this Lease Agreement to be recorded may be recorded only using a form of memorandum prepared by Authority. In addition, at the time the parties execute the memorandum, Lessee will also execute a Memorandum of Expiration or Termination of Lease only using a form prepared by Authority which will be held in escrow by Authority until such time as this Lease Agreement expires or is terminated; and upon expiration or termination of this Lease Agreement, Authority has the right to record the Memorandum of Expiration or Termination. If this Lease Agreement is modified Lessee will

execute a Memorandum of Lease Modification only using a form of memorandum prepared by Authority which may be recorded by Authority or Lessee who will pay the cost of recording.

Section 18.12. Interpretation

Both Authority and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this Lease Agreement. Accordingly, no presumption will apply in favor of either Authority or Lessee in the interpretation of this Lease Agreement or in the resolution of the ambiguity of any provision hereof.

Section 18.13. Force Majeure

Both Authority and Lessee and their respective legal counsel have reviewed and have participated in the preparation of this Lease Agreement. Accordingly, no presumption will apply in favor of either Authority or Lessee in the interpretation of this Lease Agreement or in the resolution of the ambiguity of any provision hereof.

In the event either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of *force majeure*, which includes strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter "*force majeure*"), such party shall be excused for the period of time equivalent to the delay caused by such *force majeure*.

Notwithstanding the foregoing, any extension of time for *force majeure* shall be conditioned upon the party seeking an extension of time and delivering written notice of such *force majeure* to the other party within five (5) calendar days of the event causing the *force majeure*, and the maximum period of time which a party may delay any act or performance of work due to *force majeure* shall be sixty (60) days.

Section 18.14. Contractual Relationship

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Authority or Lessee.

Section 18.15. Entire Agreement

This Lease Agreement, including any exhibits, constitutes the parties' final and mutual agreement. There are no written or oral representations or understandings that are not fully expressed in this Lease Agreement. No change, waiver or discharge is valid unless in a writing that is signed by the party against whom it is sought to be enforced.

(Signatures on Next Page)

IN TESTIMONY WHEREOF, this Lease Agreement is executed in duplicate originals, either of which shall be deemed to be an original, at Corpus Christi, Texas, on the date first above mentioned.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____

John P. LaRue
Executive Director

"Authority"

SUPERIOR WEIGHTING PRODUCTS, LLC

By: _____

Name: Jim Sherman
Title: President

"Lessee"

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____, 20____, by JOHN P. LARUE, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 20____, by JIM SHERMAN, President of SUPERIOR WEIGHTING PRODUCTS, LLC_____, a Delaware limited liability company, on behalf of said Lessee.

NOTARY PUBLIC, STATE OF _____

SURVEY OF 12.07 ACRE TRACT
OUT OF TRACT C RECORDED IN
VOLUME 1242, PAGE 190,
DEED RECORDS OF NUECES COUNTY, TEXAS,
BEING A PORTION OF THE BROOKLYN ADDITION
RECORDED IN VOLUME A, PAGES 30-32,
MAP RECORDS OF NUECES COUNTY, TEXAS.



SCALE: 1"=200'

RINCON ROAD

SUPERIOR WEIGHTING PRODUCTS, LLC
12.07 ACRE TRACT

P.O.B.
N=787,572.97
E=2,357,920.38
1230.0' TO NORTH
RIGHT OF WAY OF
BURLESON ST.

NOTES:

1. BEARINGS ARE STATE PLANE GRID.
2. COORDINATES ARE STATE PLANE GRID, NAD'27, TEXAS SOUTH ZONE.
3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY.
4. METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS DRAWING.

REVISIONS

NO.	DESCRIPTION	BY	CHECKED	DATE



Govind Development, LLC.
Office: (361) 241-2777

DR. RA
CK. GR
APP. GR

GOVIND DEVELOPMENT, LLC.

TBPE FIRM NO. F-10101

PORT OF CORPUS CHRISTI AUTHORITY

SUPERIOR WEIGHTING PRODUCTS
12.07 ACRE TRACT

DATE:

FEBRUARY 2013

SCALE AS NOTED
CLIENT APPROVAL

JOB NO.

13POC031

DRAWING NO.

EXHIBIT B



7/9/13

GEORGE RUBALCABA
4229

THIS SURVEY SUBSTANTIALLY COMPLIES
WITH THE CURRENT TEXAS SOCIETY OF
PROFESSIONAL SURVEYORS STANDARDS
AND SPECIFICATIONS FOR A CATEGORY 1A,
CONDITION III SURVEY.



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 12

**Approve Amendment of Lease Agreement with
Quintana Corpus Christi Infrastructure, LLC, for 82.48 Acres
Near the Tule Lake Channel**

Quintana Corpus Christi Infrastructure LLC (“QCCI”), formerly Las Brisas Energy Center, LLC (Las Brisas), has approached the Port with a plan to build an Eagle Ford shale-related project (Condensate Splitter) on the site where they had previously planned to build an electrical generating power plant. This plan will require certain changes in their existing lease. QCCI is owned and managed by Quintana Capital Group (“Quintana”), which is headquartered in Houston, Texas.

On December 8, 2009, the Port Commission approved a lease agreement with Las Brisas for 82.48 acres along the north side of the Inner Harbor adjacent to the Port’s Bulk Terminal. This lease allowed Las Brisas to build a solid fuel power plant or “other uses comparable to those found in deep water ports in the Gulf of Mexico ...” However the lease prohibited Las Brisas from having any feedstock storage on the leased premise and having any petroleum or petroleum products on the site. The power plant lease was for an original period of 30 years plus two extensions options that would extend it for a total of an additional 45 years.

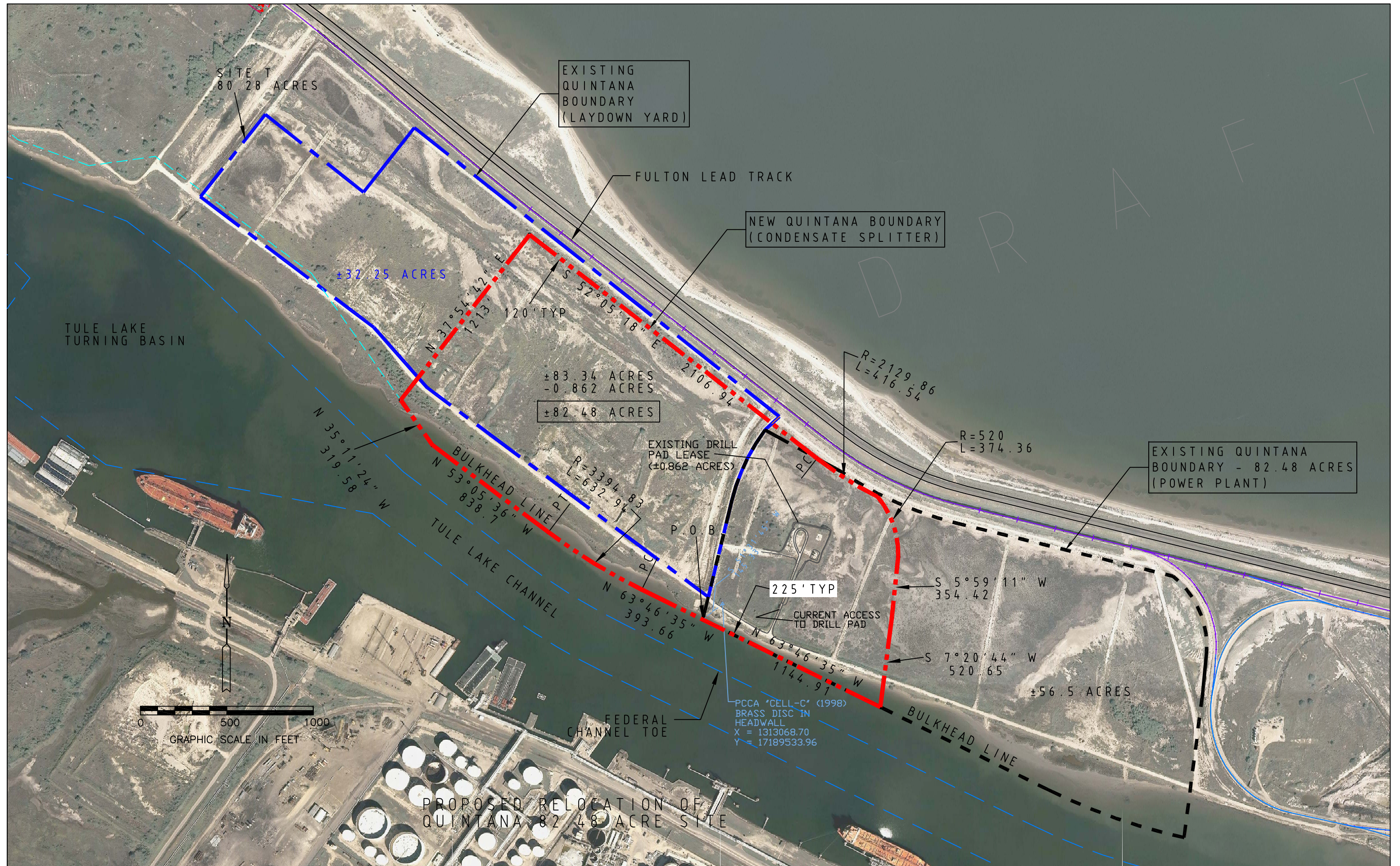
Lease payments in the amount of \$600,000 per year are current. This amount was to increase to \$948,520 (plus CPI adjustment) after they began operation or January 1, 2015 (earlier to occur). The power plant was expected to move substantial quantities of petroleum coke, sand and limestone through either the Port’s Bulk Terminal or through a private dock thus generating significant additional revenue (wharfage, dockage and handling fees) to the Port.

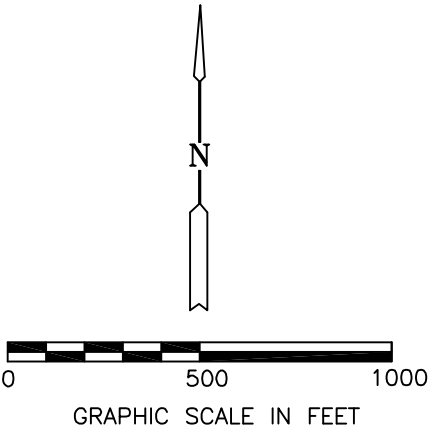
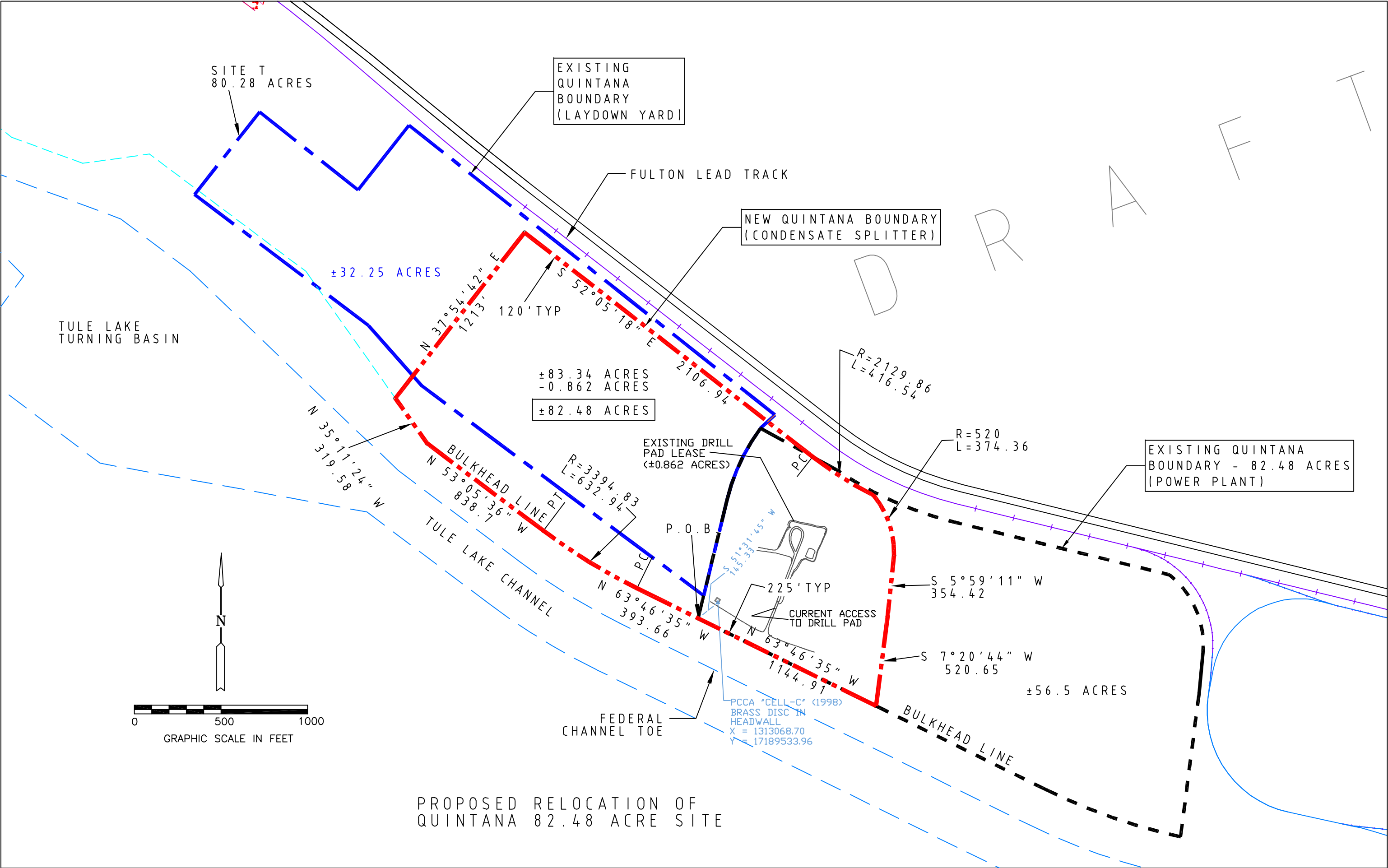
The Condensate Splitter project now proposed by QCCI will bring in feedstock from the Eagle Ford shale development to the site by pipeline where it will be processed and the products will either go out by pipeline or by vessel. The first phase project will have a 50,000 bbl/day capacity and cost approximately \$223 million. They also plan to build a new ship dock on the site. Construction would begin in mid 2014 and be operational in mid 2015. A second phase expansion is possible.

Port staff and counsel have negotiated a proposed amendment to the lease that makes several important changes that benefit both QCCI and the Port. First, the Port will remove its prohibitions regarding petroleum, petroleum products and feedstock storage on site. In exchange for this, the Port will receive, in addition to the base rent, a variable rent equal to one-half the current wharfage rates (estimated at \$1.6 million/year) for all feedstock and products going into or out of the proposed facility regardless of mode of transportation. Thus, we will receive revenue from pipeline movements that we normally do not receive. Second, QCCI has agreed to let the Port shift the location of the plant to the west approximately 1,500 feet in order to give more room for expansion of the Port's rail loop and a longer continuous section of shoreline for a proposed barge mooring area. The amount of the base rent, overall size of the property and lease duration will stay the same. Finally, QCCI will agree to terminate the lease they have on an adjacent 80.28-acre property that was to be used during construction for materials and equipment storage (*i.e.*, Lay-Down Yard lease).

Port staff recommends approval of the attached Lease Amendment. Representatives from Quintana and from Castleton Commodities International, LLC, (equity partner in the project) will make a presentation on their project at the commission meeting on August 13, 2013.

LEAD CONTACT: Frank Brogan; 361-885-6133; frank@pocca.com





AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (“Amendment”) is dated effective as of August 13, 2013 by and between the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”) and Quintana Corpus Christi Infrastructure, LLC (“Lessee”) (individually a “Party,” and collectively the “Parties”).

RECITALS:

A. Authority and Lessee (formerly Las Brisas Energy Center, LLC) entered into a Lease Agreement dated December 8, 2009.

B. The Parties wish to amend some of the terms and conditions of the Lease Agreement.

AGREEMENT:

NOW, THEREFORE in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby stipulate and agree as follows:

1. **Definitions.** Capitalized terms defined in this Amendment have the meanings specified herein, and capitalized terms not defined herein but defined in the Lease Agreement are used herein as therein defined.
2. **Amendments.**
 - 2.1. The Exhibit A attached to this Amendment replaces the original Exhibit A attached to the Lease Agreement and is defined as the “Leased Premises” under the Lease Agreement.
 - 2.2. The seventh paragraph in Section 1.01 of the Lease Agreement is hereby deleted and replaced in its entirety with the following two paragraphs:

Notwithstanding anything stated herein to the contrary, Lessee may terminate this Lease Agreement at any time prior to commencement of actual construction of the Facilities (as defined in Section 4.04) on the Leased Premises by giving Authority no less than thirty (30) days’ prior written notice of such termination. Upon Lessee’s termination of the Lease Agreement pursuant to the preceding sentence, Lessee will have no further obligation under this Lease Agreement after the date of such termination other than the obligations stated in Section 5.09 and any obligations in this Lease Agreement which survive termination.

If substantial construction of the Facilities to be located on the Leased Premises has not commenced by the earlier of (i) twelve (12) months from the receipt of all required permits, or (ii) January 1, 2017, the parties to this Lease Agreement shall enter into good faith negotiations on the timing of the commencement of substantial construction and future development of the Facilities. If the parties cannot agree on a mutual solution within three (3) months from starting such negotiations, then either party to this Lease

Agreement may terminate this Lease by giving the other party no less than thirty (30) days prior written notice. Notwithstanding anything to the contrary contained in this paragraph, this Lease Agreement will terminate on December 31, 2017, if substantial construction of the Facilities does not commence on or before such date. "Substantial construction" shall be defined as at least \$100 million in actual engineering and construction contracts awarded and construction commenced in the field.

- 2.3. The definition of the beginning of the Primary Term in Section 3.01 A of the Lease Agreement is amended as follows:

Strike "CCO – expiration of the Primary Term ("Primary Term Period")" and

Replace with "The earlier to occur of (i) January 1, 2015 or (ii) the day after CCO – expiration of the Primary Term Period ("Primary Term Period")"

- 2.4. The following is hereby added at the end of Section 3.01 D of the Lease Agreement:

"Rent credit will be limited to no more than \$96,000 per each twelve-month period and no more than \$2,400,000 for the Primary Term Period."

- 2.5. The heading of Section 3.01 is changed to "Base Rent" and Section 3.01 G of the Lease Agreement is amended to read as follows:

"As used in this Lease Agreement, "Commencement of Commercial Operations" or "CCO" means the last day of the month in which the owner of the Plant (as defined in Section 5.01) has commenced generating power at the Plant for sale to third parties or blending, transporting or processing crude oil, condensate or other hydrocarbons. Lessee will promptly give notice to Authority when the CCO occurs."

- 2.6. The language in Section 4.01 of the Lease Agreement describing the "electric generating facilities and activities..." shall be modified so that the language starting with "or other uses that are comparable" through the end of that paragraph shall be deleted in its entirety.

- 2.7. The following is hereby added as a second permitted use at Section 4.01 of the Lease Agreement, to be added after the paragraph describing the "electric generating facilities and activities...." currently contained in Section 4.01:

"Hydrocarbon processing, storage and throughput facilities and activities related to such facilities (together with the electric generation facilities described immediately above, the "Facilities")."

- 2.8. The prohibition on the presence of petroleum or petroleum products contained in Section 4.01 B of the Lease Agreement is hereby removed.

- 2.9. All reference throughout the Lease Agreement to the “Project”, the “Plant”, “generating power at the Plant”, “the power plant units”, “the power operating units” or similar phrases shall be interpreted to include the hydrocarbon processing, storage and throughput facilities described above in Section 2.7 of this Amendment.
- 2.10. The heading of Section 4.04 is changed to “Wharfage and Variable Monthly Rent” and the third, fourth and fifth paragraphs of Section 4.04 of the Lease Agreement are hereby deleted and replaced in their entirety with the following:
- “Subsequent to the CCO, Lessee will pay to Authority a variable monthly rent (in addition to the Base Rent) for the Leased Premises for each calendar month after the CCO. The variable monthly rent for each calendar month after the CCO shall be an amount equal to the product of (A) the quantity (by weights or measurements, as appropriate) of all cargo, products or feedstock transported by any means (including pipelines) to and from the Leased Premises (other than across Authority’s docks which is addressed immediately above) during such month, multiplied by (B) fifty percent (50%) of the Authority’s then-current wharfage rate for the same cargo, product or feedstock, as published in the Authority’s Tariffs on the first day of such calendar month. For purposes of clarification, “cargo, products or feedstock” is defined as coal, petroleum coke, limestone, sand, natural gas, crude oil, condensate, hydrocarbons or refined petroleum products that are transported into or out of the Leased Premises. Further, “cargo, products or feedstock” specifically excludes natural gas and electricity utilized to energize, power or heat the Facilities (i.e. used for purposes other than feedstock to the Facilities).
- “The variable monthly rent for each calendar month shall be due and payable on or before the last day of the following calendar month. Lessee must report in writing monthly to Authority (i) the amount of such cargo, products or feedstock moved across Authority's docks during the prior month, and (ii) the quantity (by weights or measurements, as appropriate) of all cargo, products or feedstock transported by any means (other than across the Authority’s docks) to or from the Leased Premises during the prior month. Authority shall have the right at reasonable times during business hours to inspect the pertinent books and records of Lessee concerning shipments of cargo, products or feedstock across Authority's docks and/or to or from the Leased Premises by any means.”
- 2.11. The following is hereby added after the third paragraph in Section 5.03 of the Lease Agreement:
- “For those items in this Section requiring the approval of the Authority, such submission shall be deemed approved by Authority if the Authority does not act or reply to Lessee within thirty (30) days after the date on which Authority receives Lessee’s submission.”
- 2.12. In reference to Section 7.01 of the Lease Agreement titled “Sublease or Transfer”, Authority hereby pre-approves the assignment or transfer of the Lease Agreement by Lessee to an affiliate of either Lessee or Castleton Commodities International LLC, in which case Lessee shall be released of all obligations under this Lease Agreement if such

assignee or transferee agrees in writing to assume all liability, both pre and post-assignment or transfer, and a copy of the assumption agreement is delivered to the Authority.

3. Miscellaneous.

- 3.1. Terminology. All exhibits attached to this Amendment constitute a part of this Amendment and are incorporated herein. Unless the context of this Amendment clearly requires otherwise (a) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate, (b) the words “includes” or “including” shall mean “including without limitation,” and (c) the words “hereof,” “herein,” “hereunder,” and similar terms in this Amendment shall refer to this Amendment as a whole and not any particular section or article in which such words appear.
- 3.2. No Other Waivers or Amendments. Except as expressly waived or amended hereby, the Lease Agreement shall remain in full force and effect in accordance with its terms, without any waiver, amendment or modification of any provision thereof.
- 3.3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 3.4. Counterparts. This Amendment may be executed by one or more of the Parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows this page]

IN WITNESS WHEREOF, each Party hereto has caused this Amendment to be executed in its name by an officer duly authorized as of August 13, 2013.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

By: _____
John P. LaRue
Executive Director

**QUINTANA CORPUS CHRISTI
INFRASTRUCTURE, LLC**

By: _____

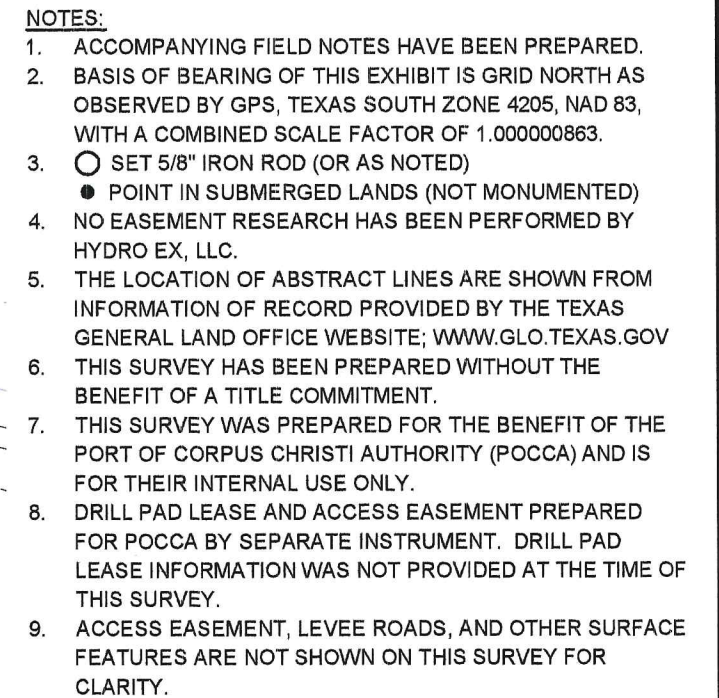
Name: _____

Title: _____

Exhibit A

Survey


[Survey starts on the next page]

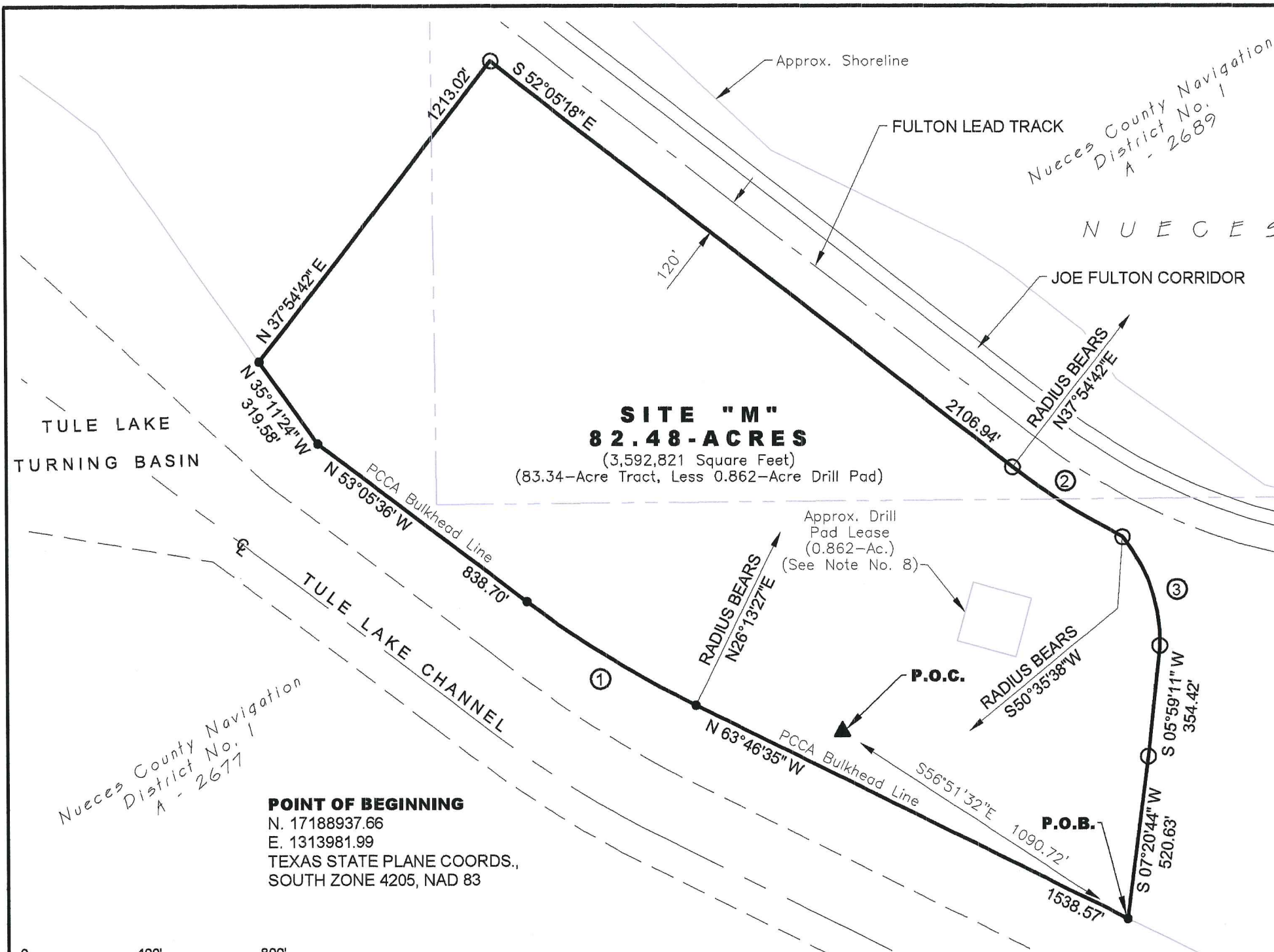


①	CURVE DATA D=10°40'57" R=3394.83' T=317.39' L=632.94'	②	CURVE DATA D=11°42'19" R=2129.86' T=208.94' L=416.54'	③	CURVE DATA D=41°14'55" R=520.00' T=195.71' L=374.36'
---	-------------------------------------------------------------------	---	-------------------------------------------------------------------	---	------------------------------------------------------------------

SURVEY PLAT OF AN 82.48-ACRE TRACT

SHOWING A SURVEY OF AN 83.34-ACRE TRACT OF LAND, LESS A 0.862-ACRE EXISTING DRILL PAD LEASE, FOR A NET TOTAL OF 82.48-ACRES, HEREIN REFERRED TO AS THE "SITE M" OUT OF A PORTION OF A CALLED 2694.93-ACRE TRACT CONVEYED BY THE STATE OF TEXAS TO THE NUECES COUNTY NAVIGATION DISTRICT NO. 1 BY PATENT 84, ABSTRACT 2677 AS RECORDED IN BOOK 5, PAGE 257, DEED RECORDS, NUECES COUNTY, TEXAS AND OUT OF A PORTION OF A CALLED 1945.75-ACRE TRACT OF LAND CONVEYED BY THE STATE OF TEXAS TO NUECES COUNTY NAVIGATION DISTRICT NO. 1 BY PATENT 446, ABSTRACT 2689 AS RECORDED IN VOLUME 719, PAGE 358, DEED RECORDS, NUECES COUNTY, TEXAS.

NO.	DATE	REVISION	 PORTCORPUSCHRISTI	PORT OF CORPUS CHRISTI AUTHORITY		
				SURVEY OF MORE OR LESS 82.48-ACRE TRACT "SITE M"		
				SCALE: AS NOTED	82.48—ACRE BOUNDARY SURVEY	DATE: 8/2/2013
				DWN. BY: HYDRO EX		DWG. NO. 1 OF 1



POINT OF BEGINNING
N. 17188937.66
E. 1313981.99
TEXAS STATE PLANE COORDS.,
SOUTH ZONE 4205, NAD 83

I, MICHAEL D. STRIDDE, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT IT SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1 SURVEY, AS PUBLISHED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

8-2-13

DATE: _____

Michael D. Stridde
MICHAEL D. STRIDDE
REGISTERED PROFESSIONAL LAND SURVEYOR



0 400' 800'

GRAPHIC SCALE (FEET)

HydroEx

TBPLS REG. NO. 10193804
802 N. Navigation Blvd., Suite 102
Corpus Christi, TX 78408
P: (361)452-1375 F: (361)452-1376
Survey Date: July 26, 2013
Survey Prepared: August 2, 2013
HX Job No: H13-0154
© COPYRIGHT 2013 ALL RIGHTS RESERVED
SHEET 1 OF 1



Surveying | Construction | Hydro Excavation

802 N. Navigation Blvd., Suite 102
Corpus Christi, Texas 78408

82.48-Acre Tract "Site M"

FIELD NOTES to describe the boundary of an 83.34-acre tract of land, less a 0.862-acre existing drill pad lease, for a net total of 82.48-acres, herein referred to as "Site M" out of a portion of a called 2694.93-acre tract conveyed by the State of Texas to the Nueces County Navigation District No. 1 by Patent 84, Abstract 2677 as recorded in Book 5, Page 257, Deed Records, Nueces County, Texas and out of a portion of a called 1945.75-acre tract conveyed by the State of Texas to the Nueces County Navigation District No. 1 by Patent 446, Abstract 2689 as recorded in Volume 719, Page 358, Deed Records, Nueces County, Texas all in Nueces County, Texas, said 83.34-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a Port of Corpus Christi Authority monument known as "Cell-C, 1998" being a brass disk set in a concrete headwall, said monument having Texas State Plane Coordinates of X= 1313068.70 and Y= 17189533.96, thence South 56°51'32" East a distance of 1090.72 feet to a point on the Port of Corpus Christi Authority's North Bulkhead Line for the southeast corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE North 63°46'35" West, along said bulkhead line, a distance of 1538.57 feet to a point being the P.C. of a non-tangent circular curve from which the radius bears North 26°13'27" East for an exterior corner of the herein described tract;

THENCE in a Westerly direction, with the arc of said circular curve to the right, whose Central Angle is 10°40'57", whose Radius is 3394.83 feet, and Arc Distance of 632.94 feet to a point being the P.T. of said curve for an exterior corner of the herein on described tract;

THENCE North 53°05'36" West, continuing along said bulkhead line, a distance of 838.70 feet to a point for an exterior corner of the herein described tract;

THENCE North 35°11'24" West, continuing along said bulkhead line, a distance of 319.58 feet to a point for the southwest corner of the herein described tract;

THENCE North 37°54'42" East, a distance of 1213.02 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set (hereinafter called 5/8" iron rod with red cap set) for the northwest corner of the herein described tract;

THENCE South 52°05'18" East, a distance of 2106.94 feet to a 5/8" iron rod with red cap set for the P.C. of a tangent circular curve from which the radius bears North 37°54'42" East for an interior corner of the herein described tract;

THENCE in an Easterly direction, with the arc of said circular curve to the left, whose Central Angle is 11°12'19", whose Radius is 2129.86 feet, and Arc Distance of 416.54 feet to a 5/8" iron rod with red cap set for the P.R.C. of said curve and for a non-tangent circular curve from which the radius bears South 50°35'38" West for the northeast corner of the herein described tract;

THENCE in a Southerly direction, with the arc of said circular curve to the right, whose Central Angle is $41^{\circ}14'55''$, whose Radius is 520.00 feet, and Arc Distance of 374.36 feet to a 5/8" iron rod with red cap set for the P.T. of said curve for an exterior corner of the herein on described tract;

THENCE South $05^{\circ}59'11''$ West, a distance of 354.42 feet to a 5/8" iron rod with red cap set for an exterior corner of the herein described tract;

THENCE South $07^{\circ}20'44''$ West, a distance of 520.63 feet to a point on said bulkhead line for the southeast corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds an 83.34-acre tract of land, less a 0.862-acre existing drill pad lease, for a net total of 82.48 acres (3,592,821 square feet) of land, more or less.

A record drawing of even date herewith accompanies this legal description.

These field notes represent a survey made on the ground under my direction and are true and correct to the best of my knowledge. The information of record noted herein was provided by the Port of Corpus Christi Authority.

8 - 2 - 13
Date



Michael D. Stridde
Michael D. Stridde R.P.L.S. #3589



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 13

**Approve Second Amendment of Lease Agreement (Termination)
for a Lay-Down Yard (80.28 Acres) with
Quintana Corpus Christi Infrastructure, LLC**

On May 11, 2010, the Port of Corpus Christi Authority approved a lease agreement with Las Brisas Energy Center, LLC, (now Quintana Corpus Christi Infrastructure, LLC) to allow them to use an 88.18-acre property for storing materials and equipment during the construction of the originally proposed power plant. This property, formerly used for dredge material, is located on the north side of the Inner Harbor, between the new M&G polymer plant and the original power plant site. The size of the leased property was later reduced to 80.28 acres at the Port's request on May 14, 2013, to accommodate the M&G project.

The terms of the Lay-Down Yard Lease were such that the Port could use this property on a short-term basis until the power plant construction began, at which time the Port would begin to receive annual rent of approximately \$1.0 million per year but with a credit given for site improvements such as filling, stabilizing and paving the site. It was expected that the costs of these improvements and resulting credit would likely equal or exceed the rent to be paid to the Port. At that time, construction of the power plant was estimated to begin in 2011 and be completed by 2016.

With the approval of the previous agenda item for an amendment to the original power plant lease, Quintana Corpus Christi Infrastructure, LLC, has agreed to terminate the Lay-Down Yard Lease, thus making this property available for other uses. Port staff recommends approval of the attached Second Amendment of the Lay-Down Yard Lease.

LEAD CONTACT: Frank Brogan; 361-885-6133; frank@pocca.com

SECOND AMENDMENT OF LEASE

STATE OF TEXAS §
§
COUNTY OF NUECES §

This Second Amendment of Lease ("Amendment") is made and entered into as of the 13th day of August 2013 ("Amendment Date") between Port of Corpus Christi Authority of Nueces County, Texas, a navigation district operating under Article XVI, Section 59 of the Texas Constitution ("Authority"), and Quintana Corpus Christi Infrastructure, LLC, a Texas Limited Liability Company ("Lessee"). The Authority and Lessee are sometimes collectively referred to herein as the "Parties".

Recitals

WHEREAS, Authority and Lessee (formerly Las Brisas Energy Center, LLC), entered into a Lay Down Yard Lease Agreement dated May 11, 2010 ("Lay Down Lease"), pursuant to which the Authority leased to Lessee approximately 88.18 acres of land, more or less, located in Nueces County, Texas ("Leased Premises"); and

WHEREAS, Authority and Lessee entered into a First Amendment to the Lay Down Lease dated May 14, 2013, which changed the acreage of the Leased Premises from approximately 88.18 acres to approximately 80.28 acres of land; and

WHEREAS, Authority and Lessee entered into another Lease Agreement dated December 8, 2009, for 82.48 acres along the north side of the Inner Harbor adjacent to the Authority's Bulk Terminal ("Plant Site Lease"); and

WHEREAS, the Parties are willing to execute an amendment to the Plant Site Lease to change the uses permitted thereunder effective as of August 13, 2013 ("Amendment to Plant Site Lease"), if simultaneously therewith the Lay Down Lease is terminated;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties, and in further consideration of the mutual covenants and obligations contained herein, the Parties hereby agree as follows:

1. Subject to the Parties' execution of the Amendment to the Plant Site Lease, the Parties do hereby agree to terminate the Lay Down Lease effective as of August 13, 2013.
2. Upon termination of the Lay Down Lease, the Parties shall have no further liabilities or obligations related to the Lay Down Lease.
3. This Amendment may be executed by the Parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each Party hereto has caused this Amendment to be executed in its name by an officer duly authorized as of August 13, 2013.

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS**

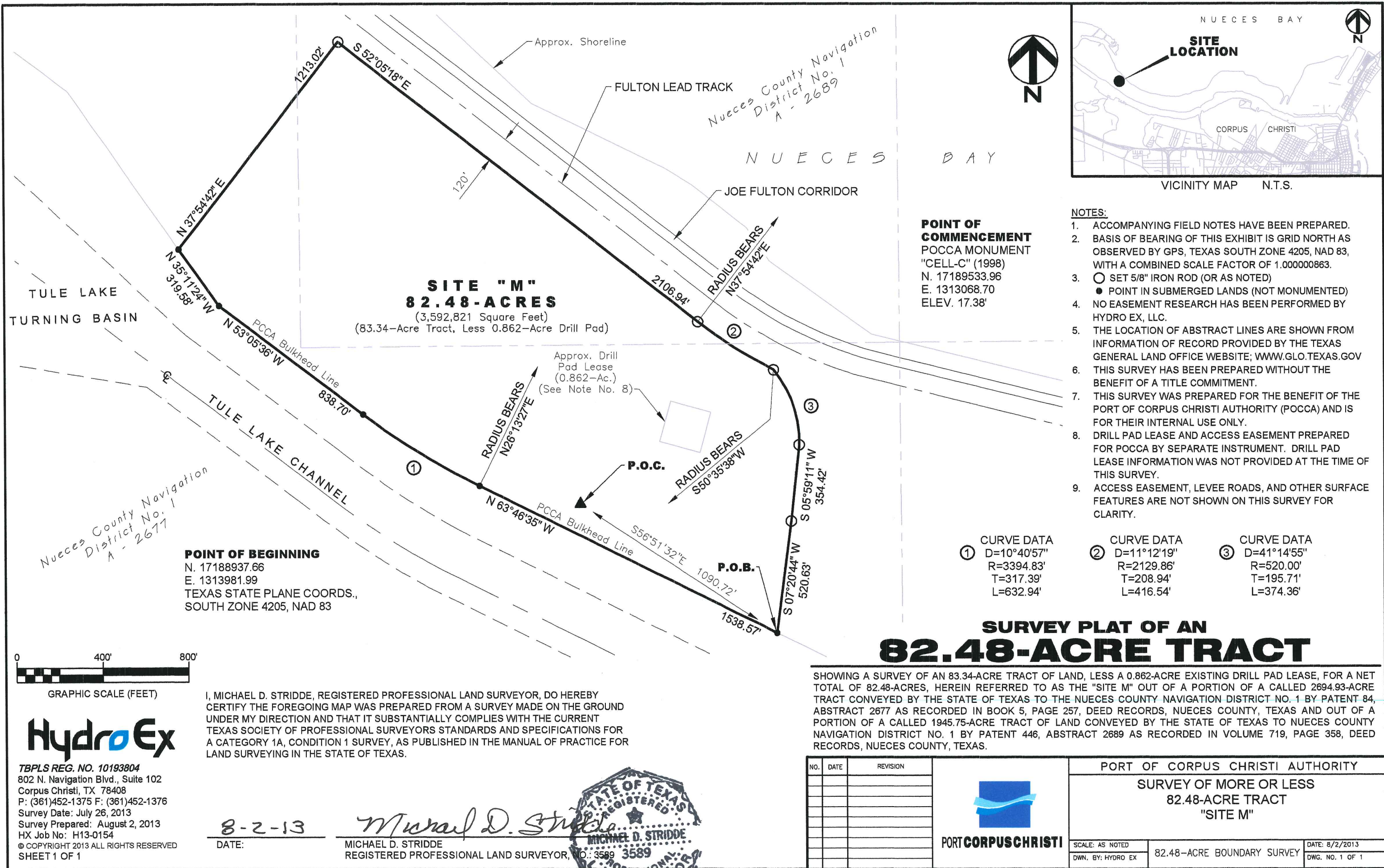
By: _____
John P. LaRue
Executive Director

**QUINTANA CORPUS CHRISTI
INFRASTRUCTURE, LLC**

By: _____

Name: _____

Title: _____





Surveying | Construction | Hydro Excavation

802 N. Navigation Blvd., Suite 102
Corpus Christi, Texas 78408

82.48-Acre Tract "Site M"

FIELD NOTES to describe the boundary of an 83.34-acre tract of land, less a 0.862-acre existing drill pad lease, for a net total of 82.48-acres, herein referred to as "Site M" out of a portion of a called 2694.93-acre tract conveyed by the State of Texas to the Nueces County Navigation District No. 1 by Patent 84, Abstract 2677 as recorded in Book 5, Page 257, Deed Records, Nueces County, Texas and out of a portion of a called 1945.75-acre tract conveyed by the State of Texas to the Nueces County Navigation District No. 1 by Patent 446, Abstract 2689 as recorded in Volume 719, Page 358, Deed Records, Nueces County, Texas all in Nueces County, Texas, said 83.34-acre tract being more particularly described by metes and bounds as follows;

COMMENCING at a Port of Corpus Christi Authority monument known as "Cell-C, 1998" being a brass disk set in a concrete headwall, said monument having Texas State Plane Coordinates of X= 1313068.70 and Y= 17189533.96, thence South $56^{\circ}51'32''$ East a distance of 1090.72 feet to a point on the Port of Corpus Christi Authority's North Bulkhead Line for the southeast corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE North $63^{\circ}46'35''$ West, along said bulkhead line, a distance of 1538.57 feet to a point being the P.C. of a non-tangent circular curve from which the radius bears North $26^{\circ}13'27''$ East for an exterior corner of the herein described tract;

THENCE in a Westerly direction, with the arc of said circular curve to the right, whose Central Angle is $10^{\circ}40'57''$, whose Radius is 3394.83 feet, and Arc Distance of 632.94 feet to a point being the P.T. of said curve for an exterior corner of the herein on described tract;

THENCE North $53^{\circ}05'36''$ West, continuing along said bulkhead line, a distance of 838.70 feet to a point for an exterior corner of the herein described tract;

THENCE North $35^{\circ}11'24''$ West, continuing along said bulkhead line, a distance of 319.58 feet to a point for the southwest corner of the herein described tract;

THENCE North $37^{\circ}54'42''$ East, a distance of 1213.02 feet to a 5/8" iron rod with red plastic cap stamped "HYDRO EX SURVEYING" set (hereinafter called 5/8" iron rod with red cap set) for the northwest corner of the herein described tract;

THENCE South $52^{\circ}05'18''$ East, a distance of 2106.94 feet to a 5/8" iron rod with red cap set for the P.C. of a tangent circular curve from which the radius bears North $37^{\circ}54'42''$ East for an interior corner of the herein described tract;

THENCE in an Easterly direction, with the arc of said circular curve to the left, whose Central Angle is $11^{\circ}12'19''$, whose Radius is 2129.86 feet, and Arc Distance of 416.54 feet to a 5/8" iron rod with red cap set for the P.R.C. of said curve and for a non-tangent circular curve from which the radius bears South $50^{\circ}35'38''$ West for the northeast corner of the herein described tract;

THENCE in a Southerly direction, with the arc of said circular curve to the right, whose Central Angle is 41°14'55", whose Radius is 520.00 feet, and Arc Distance of 374.36 feet to a 5/8" iron rod with red cap set for the P.T. of said curve for an exterior corner of the herein on described tract;

THENCE South 05°59'11" West, a distance of 354.42 feet to a 5/8" iron rod with red cap set for an exterior corner of the herein described tract;

THENCE South 07°20'44" West, a distance of 520.63 feet to a point on said bulkhead line for the southeast corner of the herein described tract and the **POINT OF BEGINNING, CONTAINING** within these metes and bounds an 83.34-acre tract of land, less a 0.862-acre existing drill pad lease, for a net total of 82.48 acres (3,592,821 square feet) of land, more or less.

A record drawing of even date herewith accompanies this legal description.

These field notes represent a survey made on the ground under my direction and are true and correct to the best of my knowledge. The information of record noted herein was provided by the Port of Corpus Christi Authority.

8 - 2 - 13
Date



Michael D. Stridde
Michael D. Stridde R.P.L.S. #3589



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 14

**Approve Termination of Lease Agreement with New Elk Coal Company
for 18 Acres within the PCCA's Bulk Terminal**

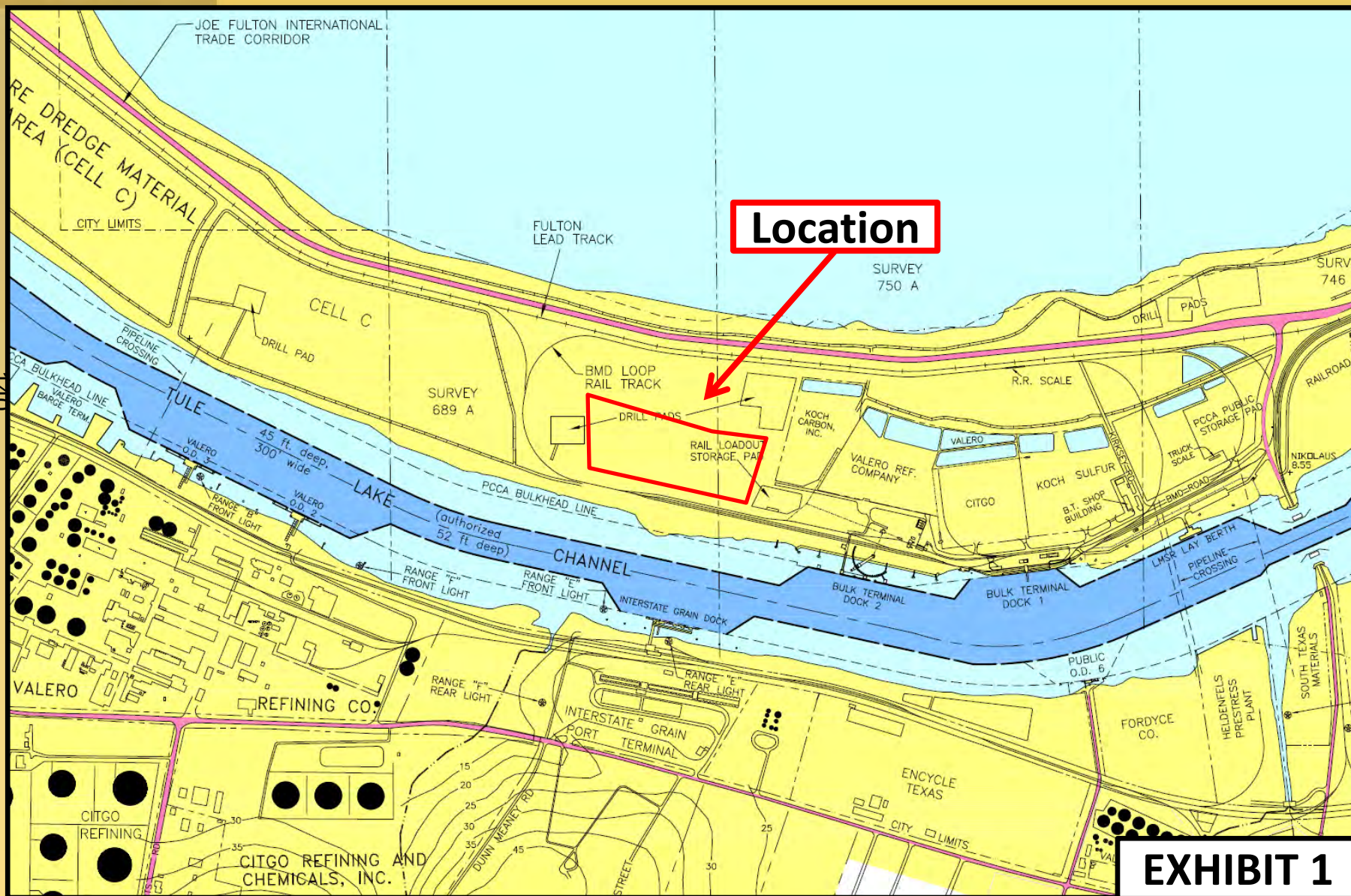
In February 2011, New Elk Coal Company, LLC (New Elk) signed a five-year Lease Agreement with the PCCA for an 18-acre tract of land located at the PCCA Bulk Terminal for the development of a coal export pad. However, due to a decline in the coal market, New Elk has been unable to develop the intended coal export pad, and the 18-acre lease has remained unused for the last two and a half years.

Although New Elk has consistently paid its monthly rent of \$18,750, the company has been unable to pay the minimum throughput agreed upon in the original lease. As of this date, New Elk owes the PCCA \$562,500.00 in throughput charges. PCCA staff approached New Elk concerning payment of the throughput charges before the lease was considered in default, but New Elk's owners and representatives, Cline Mining Corporation, are no longer interested in developing the site and due to financial difficulties have requested early termination of the lease.

New Elk-Cline has agreed to a one-time payment of \$100,000.00 in exchange for an early termination of the lease and the settlement of all sums owed in connection with the lease, including any past due fees or future rent. This amount will be paid within seven days of finalizing the lease termination. Since terminating this lease will make the land available for prospective new lessees, staff recommends approval of the Termination of Lease Agreement with New Elk Coal Company, LLC.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

New Elk Coal Company Lease



LEASE TERMINATION AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF NUECES §

This Lease Termination Agreement ("Termination Agreement") is made and entered into as of the 13th day of August, 2013, between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district and political subdivision of the State of Texas ("Authority"), and New Elk Coal Company, LLC, a limited liability company ("Lessee"). The Authority and Lessee are sometimes collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

WHEREAS, Authority and Lessee entered into a Lease Agreement dated February 8, 2011 ("Original Lease"), under the terms of which Authority leased to the Lessee approximately 18 acres of land, more or less, located in Nueces County, Texas; and

WHEREAS, the Original Lease was amended by a First Amendment of Lease between the Parties dated January 10, 2012; and

WHEREAS, the Original Lease as amended by the First Amendment of Lease is referred to herein as the "Lease;" and

WHEREAS, capitalized terms not otherwise defined in this Termination Agreement shall have the meanings set forth in the Lease; and

WHEREAS, the Parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to the Authority, prior to the current expiration date of the Lease;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties, and in further consideration of the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. Effective Date. This Termination Agreement shall be deemed to be effective as of the date upon which (i) a fully executed copy of this Termination Agreement is signed by and delivered to each of the Parties, and (ii) Authority receives the Lease Termination Fee (as defined in Section 3, below) from Lessee (which date shall be defined herein as the "Effective Date").

2. Lease Termination. The term of the Lease shall expire and shall be deemed terminated and cancelled as of the close of business on the Effective Date as if such date were the normal expiration date of the Lease, and Lessee agrees to surrender the Leased Premises by that date in accordance with the terms of the Lease.

3. Lease Termination Fee. In consideration of Lessee being relieved of all its past and any further obligations under the Lease after the Effective Date, Lessee shall pay to Authority the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Lease Termination Fee") in full settlement by wire transfer, of immediately available funds, to the Authority's account. This payment shall be made to Authority on or before August 20, 2013.

4. Mutual Release. By this Termination Agreement, each Party hereby releases the other Party from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Leased Premises. Each Party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection with such waiver and relinquishment, each Party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Termination Agreement or the other Party hereto, but that it is the intention of the Parties hereby to fully, finally, and forever settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between the Parties with regard to the Lease or the Leased Premises. This Termination Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts.

5. Knowing Release. In executing this Termination Agreement, each Party acknowledges that it has had an opportunity to consult with and receive the advice of counsel and that it has executed this Termination Agreement after independent investigation and without fraud, duress, or undue influence.

6. Authority of Lessee. Lessee represents and warrants that (i) it is the owner and holder of the lessee's interest in the Lease and that it has the power, right and authority to execute this Termination Agreement and to carry out the intent hereof, and (ii) the execution and delivery of this Termination Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which Lessee is a party or by which it is bound or requires the consent of any party to any of the foregoing.

7. Final and Complete Expression. This Termination Agreement is the final and complete expression of the Parties. This Termination Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the Parties.

8. Severability. If any provision in this Termination Agreement is deemed invalid, then the remaining provisions hereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Termination Agreement.

9. Counterparts. This Termination Agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties

may provide signatures to this Termination Agreement by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

10. Binding upon Successors and Assigns. This Termination Agreement shall be for the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

11. Governing Law. This Termination Agreement will be governed by and construed under the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other law.

[Signature page follows this page.]

In Witness Whereof, Authority and Lessee have caused this Termination Agreement to be executed by their duly authorized representatives as of the date first written above, but effective as of the Effective Date.

AUTHORITY:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue. Executive Director

LESSEE:

NEW ELK COAL COMPANY, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

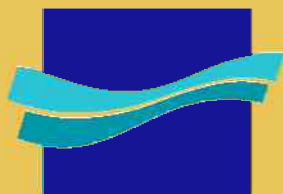
This instrument was acknowledged before me on the ____ day of August, 2013, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

Notary Public, State of Texas

PROVINCE OF ONTARIO §
 §
CITY OF TORONTO §

This instrument was acknowledged before me on _____, 2013, by _____, a manager of New Elk Coal Company, LLC, on behalf of said company.

Notary Public, Province of Ontario



PORTCORPUS CHRISTI

Financial Review

**Six Months Ended
June 30, 2013**

The Port
of the
Lone Star
State.™

08/13/13



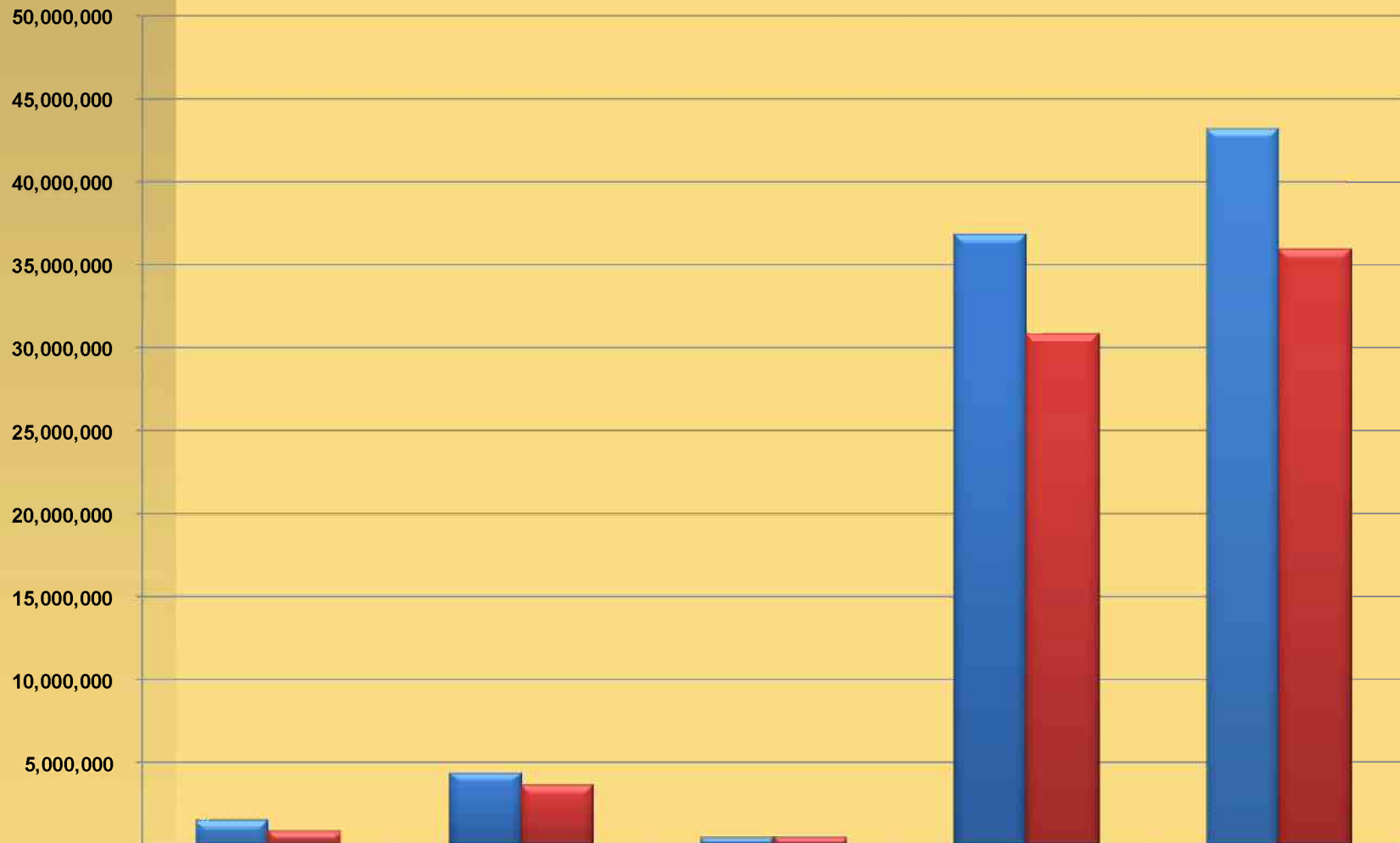
2013 Financial Review

- **Cargo Tonnage**
- **Operating Budget - Summary**
- **Operating Revenues**
- **Operating Expenses**
- **Capital Expenditures**



2013 Financial Review

Cargo Tonnage



	Bulk Grain	Dry/Liquid/ Break Bulk	Petroleum Coke	Petroleum/ Chemical	Total
2013	1,494,808	4,359,754	462,769	36,833,071	43,150,402
2012	885,604	3,648,364	516,633	30,882,301	35,932,902



2013 Financial Review

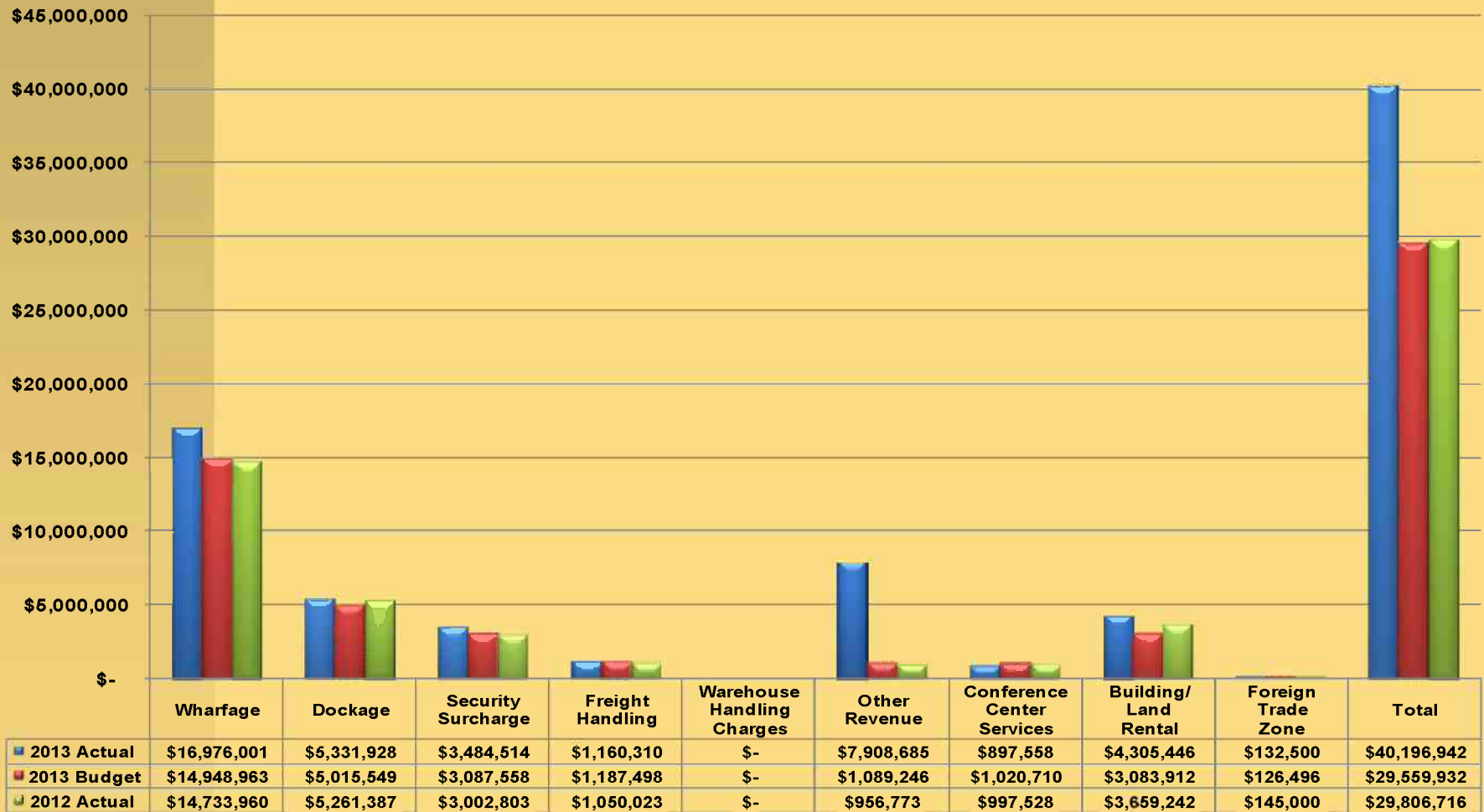
Operating Budget Summary





2013 Financial Review

Operating Revenues





2013 Financial Review

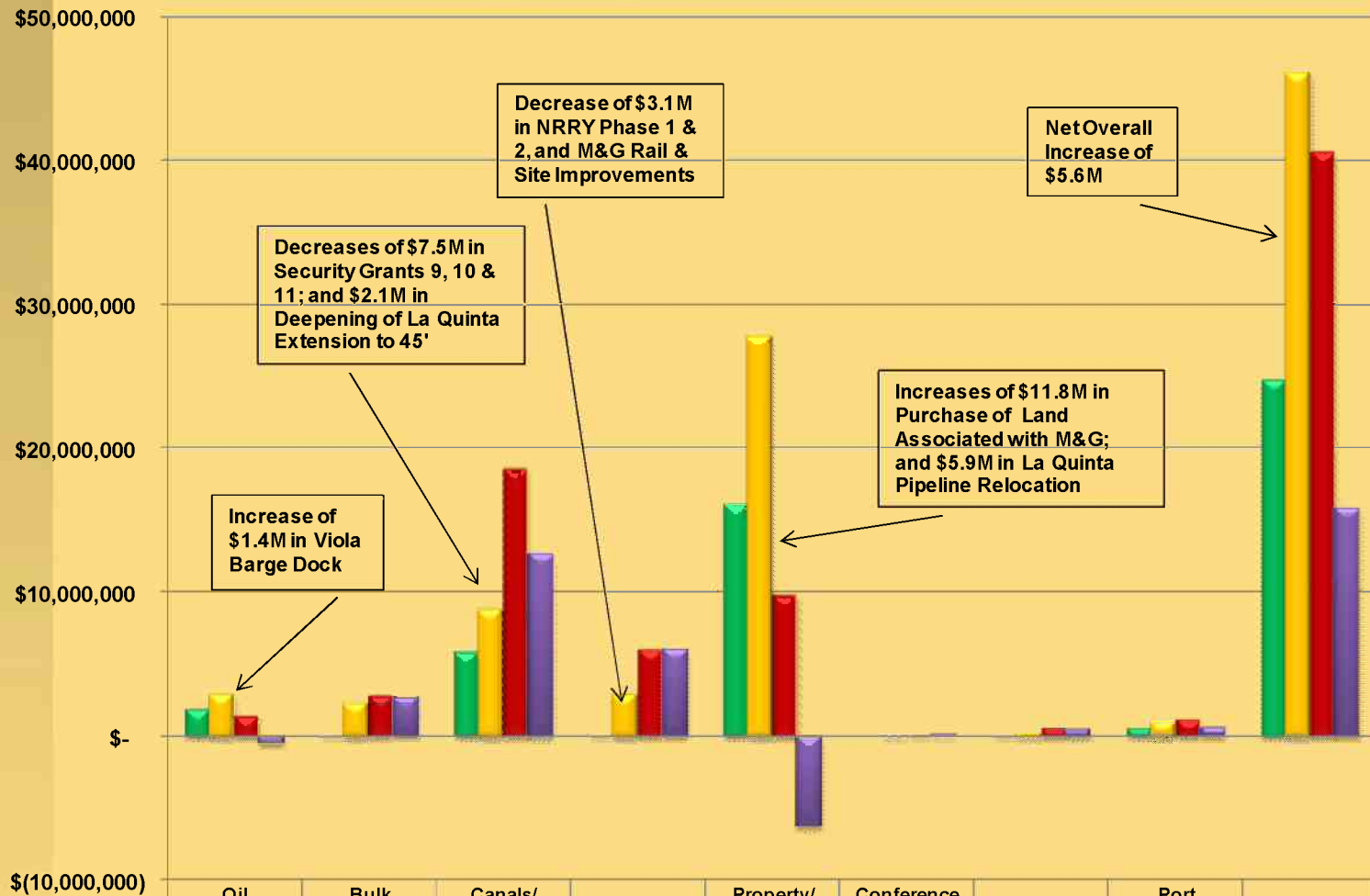
Operating Expenses





2013 Financial Review

Capital Expenditures



	Oil Docks	Bulk Terminal	Canals/ Basins	Railroads	Property/ Buildings	Conference Center	Admin	Port Operations	Total
2013 Actual	\$1,894,177	\$119,222	\$5,924,749	\$46,384	\$16,057,000	\$-	\$107,583	\$559,560	\$24,708,675
2013 Annual WIP Projections	\$2,941,000	\$2,350,100	\$8,819,000	\$2,980,000	\$27,767,000	\$30,000	\$236,000	\$1,025,000	\$46,148,100
2013 Annual Budget	\$1,400,000	\$2,830,000	\$18,547,771	\$6,050,000	\$9,830,000	\$120,000	\$634,000	\$1,145,200	\$40,556,971
Balance Remaining	\$(494,177)	\$2,710,778	\$12,623,022	\$6,003,616	\$(6,227,000)	\$120,000	\$526,417	\$585,640	\$15,848,296



INVESTMENT REPORT

For the Quarter Ended June 30, 2013

Port of Corpus Christi of Nueces County, Texas

**Port of Corpus Christi Authority
Investment Report
Table of Contents
For the Quarter Ended June 30, 2013**

Compliance Statement	1
Executive Summary	2
Investment Portfolio Report	4
Investment Transactions	5
Diversification Report	6
Treasury Yield Curve Comparison	7
Portfolio Return to Benchmark Comparison	8

Port of Corpus Christi Authority Compliance Statement For the Quarter Ended June 30, 2013

Quarterly Investment Report

We believe the investment information presented for the quarter ending June 30, 2013, is accurate in all material respects, and is presented in a manner that fairly sets forth the investment standing of the Port of Corpus Christi Authority (Authority).

This report was prepared in compliance with the Authority's Investment Policy, Investment Strategy, and the Public Funds Investment Act of the State of Texas (Texas Government Code 2256.023).



Dennis J. DeVries
Director of Finance



Audre Debler
Chief Accountant

Port of Corpus Christi Authority

Executive Summary

For the Quarter Ended June 30, 2013

The accompanying quarterly investment report lists in summary form and in detail the investment positions of the Port of Corpus Christi Authority's (Authority) operating funds as of June 30, 2013. As of that date, the Authority had a total of approximately \$111.5 million invested in a local government investment pool, money market account, certificates of deposit, and municipal securities.

The goal of the Authority is to ensure the safety of all funds entrusted to the Authority, the availability of those funds for the payment of all necessary obligations of the Authority, and to provide for the investment of all funds, not immediately required, in securities earning a reasonable market yield. The safety of principal and liquidity shall always be the primary concern. The Authority's intention is to hold investments to maturity while receiving the highest reasonable market yield in accordance with its objectives at the date of investment. It is not the intent to devote substantial efforts to earn profit on investment market fluctuations. Investments will be purchased because of their interest yield expectations over their remaining life rather than for speculative purposes.

All investments in the portfolio are fully secured and will return 100% of par value if held to maturity. The Authority's investments are usually held to maturity, and any gains (losses) in market value will be reflected in market prices created by changes in interest rates during the quarter.

Port of Corpus Christi Authority

Executive Summary

For the Quarter Ended June 30, 2013

Below are summaries of the Authority's investment performance and activity for the quarter ended June 30, 2013.

Performance Summary	06/30/13	03/31/13
Book Value	\$ 111,542,258	\$ 124,148,396
Market Value	\$ 111,532,911	\$ 124,144,230
Market to Book Ratio	99.992%	99.997%
Weighted Average Maturity (Days)	149	62
Weighted Average Yield	0.277%	0.192%

Investment Activity Summary	Book Value	Market Value	Market to Book Ratio
Beginning Balance - 03/31/13	\$ 124,148,396	\$ 124,144,230	99.997%
Changes:			
Purchases	\$ 38,969,604	\$ 38,964,423	
Maturities	\$ (51,575,742)	\$ (51,575,742)	
Net Change	\$ (12,606,138)	\$ (12,611,319)	
Ending Balance - 06/30/13	\$ 111,542,258	\$ 111,532,911	99.992%

Port of Corpus Christi Authority

Investment Portfolio Report

For the Quarter Ended June 30, 2013

Purchase Date	Type	Maturity Date	Days to Maturity at Purchase	Remaining Days to Maturity	Book Yield (%)	Par Value	Book Value	Market Value	Unrealized Gain(Loss)	Quarterly Accrued Interest
06/30/13	TEXPOOL	07/01/13	1	1	0.060%	\$ 7,517,136	\$ 7,517,136	\$ 7,517,136	\$ -	\$ 7,451
06/30/13	TEXPOOL-Prime	07/01/13	1	1	0.090%	\$ 37,252,926	\$ 37,252,926	\$ 37,252,926	\$ -	\$ 11,920
06/30/13	East West Bank - MMA	07/01/13	1	1	0.195%	\$ 245,253	\$ 245,253	\$ 245,253	\$ -	\$ 130
Total Pools/MMA						\$ 45,015,315	\$ 45,015,315	\$ 45,015,315	\$ -	\$ 19,500
10/18/12	Certificate of Deposit-1st Community	10/18/13	365	109	1.250%	\$ 245,000	\$ 245,000	\$ 245,000	\$ -	\$ 764
11/05/12	Certificate of Deposit-Prosperity	11/05/13	365	127	0.250%	\$ 248,549	\$ 248,549	\$ 248,549	\$ -	\$ 155
Total Certificate of Deposits						\$ 493,549	\$ 493,549	\$ 493,549	\$ -	\$ 918
01/22/13	Municipal Bond-Hudson County NJ	12/06/13	318	158	0.400%	\$ 5,000,000	\$ 5,012,859	\$ 5,013,700	\$ 841	\$ 5,033
01/24/13	Municipal Bond-Oyster Bay, NY	11/15/13	295	137	0.390%	\$ 5,000,000	\$ 5,029,839	\$ 5,028,300	\$ (1,539)	\$ 4,959
02/08/13	Municipal Bond-Roosevelt UFSD, NY	08/27/13	200	57	0.401%	\$ 2,000,000	\$ 2,005,341	\$ 2,004,860	\$ (481)	\$ 2,041
02/14/13	Municipal Bond-Fall River MA	02/14/14	365	228	0.450%	\$ 5,000,000	\$ 5,001,518	\$ 5,003,050	\$ 1,532	\$ 5,638
02/28/13	Municipal Bond-Nassua County NY	02/05/14	342	219	0.400%	\$ 5,000,000	\$ 5,047,372	\$ 5,045,850	\$ (1,522)	\$ 5,077
03/21/13	Municipal Bond-Merrimack County NH	12/27/13	281	179	0.450%	\$ 5,000,000	\$ 5,037,751	\$ 5,038,500	\$ 749	\$ 5,696
04/03/13	Municipal Bond-Ewing Township NJ SD	10/01/14	546	457	0.550%	\$ 3,425,000	\$ 3,425,000	\$ 3,425,514	\$ 514	\$ 4,605
04/12/13	Municipal Bond-N Richland Hills W&S	02/15/14	309	229	0.330%	\$ 500,000	\$ 508,380	\$ 508,325	\$ (55)	\$ 336
04/16/13	Municipal Bond-Maricopa Cty AZ USD	07/01/14	441	365	0.351%	\$ 3,000,000	\$ 3,019,415	\$ 3,020,550	\$ 1,135	\$ 2,205
04/26/13	Municipal Bond-City of Corinth TX	02/15/14	295	229	0.300%	\$ 1,035,000	\$ 1,065,203	\$ 1,065,005	\$ (199)	\$ 579
04/29/13	Municipal Bond-City of Laredo TX	02/15/14	292	229	0.300%	\$ 1,005,000	\$ 1,034,329	\$ 1,034,396	\$ 68	\$ 536
04/30/13	Municipal Bond-Sullivan County NY	07/15/13	76	14	0.300%	\$ 1,455,000	\$ 1,455,394	\$ 1,455,276	\$ (117)	\$ 749
05/03/13	Municipal Bond-City of Toms River NJ	02/27/14	300	241	0.380%	\$ 5,000,000	\$ 5,028,416	\$ 5,026,750	\$ (1,666)	\$ 3,086
05/21/13	Municipal Bond-City of Lubbock TX	02/15/14	270	229	0.350%	\$ 2,025,000	\$ 2,045,738	\$ 2,046,263	\$ 524	\$ 797
05/21/13	Municipal Bond-City of San Marcos TX	08/15/14	451	410	0.380%	\$ 500,000	\$ 506,260	\$ 506,155	\$ (105)	\$ 214
05/31/13	Municipal Bond-Dayton OH City SD	11/01/14	519	488	0.420%	\$ 400,000	\$ 397,768	\$ 397,040	\$ (728)	\$ 140
06/04/13	Municipal Bond-Binghampton NY	01/31/14	241	214	0.349%	\$ 2,000,000	\$ 2,010,415	\$ 2,010,060	\$ (355)	\$ 530
06/11/13	Municipal Bond-Miami Dade County FL	07/01/14	385	365	0.420%	\$ 790,000	\$ 826,059	\$ 825,953	\$ (106)	\$ 191
06/13/13	Municipal Bond-Suffolk County NY	09/12/13	91	73	0.350%	\$ 2,000,000	\$ 2,006,478	\$ 2,006,800	\$ 322	\$ 358
06/14/13	Municipal Bond-State of Ohio Schools	03/15/14	274	257	0.300%	\$ 3,520,000	\$ 3,636,461	\$ 3,637,603	\$ 1,142	\$ 516
06/20/13	Municipal Bond-DeSoto TX	02/15/14	240	229	0.400%	\$ 1,110,000	\$ 1,121,014	\$ 1,120,612	\$ (403)	\$ 137
06/25/13	Municipal Bond-El Paso ISD TX	08/15/14	416	410	0.320%	\$ 2,000,000	\$ 2,037,602	\$ 2,036,640	\$ (962)	\$ 108
06/26/13	Municipal Bond-City of Toms River NJ	06/26/14	365	360	0.450%	\$ 4,000,000	\$ 4,043,192	\$ 4,040,840	\$ (2,352)	\$ 225
06/27/13	Municipal Bond-Waltham MA	06/27/14	365	361	0.470%	\$ 2,220,000	\$ 2,231,591	\$ 2,230,656	\$ (935)	\$ 116
06/27/13	Municipal Bond-Milwaukee Cty WI	12/01/14	522	518	0.577%	\$ 2,500,000	\$ 2,500,000	\$ 2,495,350	\$ (4,650)	\$ 160
Total Securities						\$ 65,485,000	\$ 66,033,394	\$ 66,024,047	\$ (9,347)	\$ 44,033
Total Investments						\$ 110,993,864	\$ 111,542,258	\$ 111,532,911	\$ (9,347)	\$ 64,452

SUMMARY:	Total	Pools/MMA	CD's	Securities
Valuation Date:	06/30/13			
Book Value:	\$ 111,542,258	\$ 45,015,315	\$ 493,549	\$ 66,033,394
Average Maturity:	149 Days	1 Days	118 Days	251 Days
Average Rate of Return:	0.277%	0.086%	0.746%	0.405%

Port of Corpus Christi Authority
Investment Transactions
For the Quarter Ended June 30, 2013

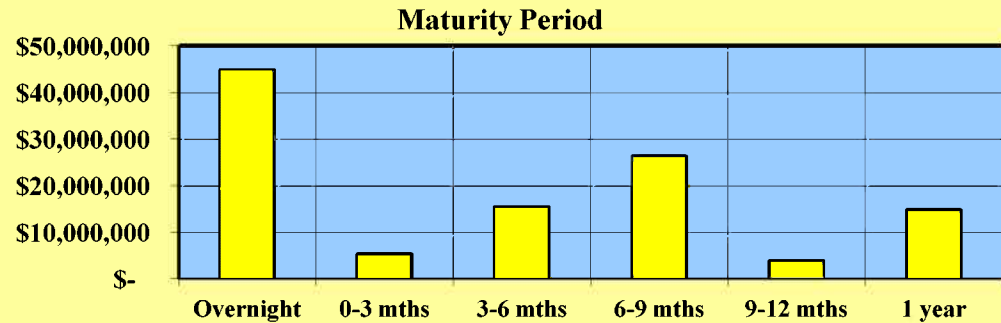
Transaction Date	Purchase Date	Description	Coupon	Yield	Maturity Date	Par Value	Transaction Price	Total Cost	Interest Purchased (Sold)	Total Transaction
Purchases:										
04/03/13	04/03/13	Municipal Bond-Ewing Township NJ SD	0.550%	0.550%	10/01/14	\$ 3,425,000	100.00	\$ 3,425,000	\$ -	\$ 3,425,000
04/12/13	04/12/13	Municipal Bond-N Richland Hills W&S	3.000%	0.300%	02/15/14	\$ 500,000	102.27	\$ 511,335	\$ 2,375	\$ 513,710
04/16/13	04/16/13	Municipal Bond-Maricopa Cty AZ USD	1.000%	0.351%	07/01/14	\$ 3,000,000	100.78	\$ 3,023,460	\$ -	\$ 3,023,460
04/26/13	04/26/13	Municipal Bond-City of Corinth TX	5.000%	0.300%	02/15/14	\$ 1,035,000	103.77	\$ 1,073,968	\$ 10,206	\$ 1,084,174
04/29/13	04/29/13	Municipal Bond-City of Laredo TX	5.000%	0.300%	02/15/14	\$ 1,005,000	103.73	\$ 1,042,446	\$ 10,329	\$ 1,052,775
04/30/13	04/30/13	Municipal Bond-Sullivan County NY	1.000%	0.300%	07/15/13	\$ 1,455,000	100.15	\$ 1,457,110	\$ -	\$ 1,457,110
04/30/13	04/30/13	East West Bank - MMA	Daily	Daily	Daily	\$ 50	100.00	\$ 50	\$ -	\$ 50
04/30/13	04/30/13	TEXPOOL	Daily	Daily	Daily	\$ 3,467	100.00	\$ 3,467	\$ -	\$ 3,467
04/30/13	04/30/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 5,220	100.00	\$ 5,220	\$ -	\$ 5,220
05/03/13	05/03/13	Municipal Bond-City of Toms River NJ	1.250%	0.380%	02/27/14	\$ 5,000,000	100.71	\$ 5,035,400	\$ -	\$ 5,035,400
05/21/13	05/21/13	Municipal Bond-City of Lubbock TX	2.000%	0.350%	02/15/14	\$ 2,025,000	101.21	\$ 2,049,442	\$ -	\$ 2,049,442
05/21/13	05/21/13	Municipal Bond-City of San Marcos TX	1.500%	0.380%	08/15/14	\$ 500,000	101.38	\$ 506,880	\$ -	\$ 506,880
05/31/13	05/31/13	Municipal Bond-Dayton OH City SD	0.000%	0.420%	11/01/14	\$ 400,000	99.41	\$ 397,628	\$ -	\$ 397,628
05/31/13	05/31/13	TEXPOOL	Daily	Daily	Daily	\$ 2,506	100.00	\$ 2,506	\$ -	\$ 2,506
05/31/13	05/31/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 3,774	100.00	\$ 3,774	\$ -	\$ 3,774
05/31/13	05/31/13	East West Bank - MMA	Daily	Daily	Daily	\$ 41	100.00	\$ 41	\$ -	\$ 41
06/04/13	06/04/13	Municipal Bond-Binghamton NY	1.250%	0.349%	01/31/14	\$ 2,000,000	100.59	\$ 2,011,760	\$ 8,611	\$ 2,020,371
06/11/13	06/11/13	Municipal Bond-Miami Dade County FL	5.000%	0.420%	07/01/14	\$ 790,000	104.82	\$ 828,062	\$ 17,556	\$ 845,618
06/13/13	06/13/13	Municipal Bond-Suffolk County NY	2.000%	0.350%	09/12/13	\$ 2,000,000	100.41	\$ 2,008,120	\$ 29,333	\$ 2,037,453
06/14/13	06/14/13	Municipal Bond-State of Ohio Schools	5.000%	0.300%	03/15/14	\$ 3,520,000	103.53	\$ 3,644,256	\$ 43,511	\$ 3,687,767
06/20/13	06/20/13	Municipal Bond-DeSoto TX	2.000%	0.400%	02/15/14	\$ 1,110,000	101.04	\$ 1,121,555	\$ -	\$ 1,121,555
06/25/13	06/25/13	Municipal Bond-El Paso ISD TX	2.000%	0.320%	08/15/14	\$ 2,000,000	101.91	\$ 2,038,160	\$ 13,000	\$ 2,051,160
06/26/13	06/26/13	Municipal Bond-City of Toms River NJ	1.500%	0.450%	06/26/14	\$ 4,000,000	101.10	\$ 4,043,800	\$ -	\$ 4,043,800
06/27/13	06/27/13	Municipal Bond-Waltham MA	1.000%	0.470%	06/27/14	\$ 2,220,000	100.53	\$ 2,231,722	\$ -	\$ 2,231,722
06/27/13	06/27/13	Municipal Bond-Milwaukee Cty WI	0.577%	0.577%	12/01/14	\$ 2,500,000	100.00	\$ 2,500,000	\$ -	\$ 2,500,000
06/28/13	06/28/13	TEXPOOL	Daily	Daily	Daily	\$ 1,478	100.00	\$ 1,478	\$ -	\$ 1,478
06/28/13	06/28/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 2,926	100.00	\$ 2,926	\$ -	\$ 2,926
06/30/13	06/30/13	East West Bank - MMA	Daily	Daily	Daily	\$ 39	100.00	\$ 39	\$ -	\$ 39
Total Purchases						\$ 38,504,500		\$ 38,969,604	\$ 134,922	\$ 39,104,524
Maturities:										
04/15/13	04/15/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 3,000,000	100.00	\$ 3,000,000	\$ -	\$ 3,000,000
04/30/13	04/30/13	Amortization/Accretion-April				\$ 27,262	100.00	\$ 27,262	\$ -	\$ 27,262
05/02/13	05/02/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 5,000,000	100.00	\$ 5,000,000	\$ -	\$ 5,000,000
05/20/13	05/20/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 2,500,000	100.00	\$ 2,500,000	\$ -	\$ 2,500,000
05/31/13	05/31/13	Amortization/Accretion-May				\$ 40,788	100.00	\$ 40,788	\$ -	\$ 40,788
06/03/13	06/03/13	TEXPOOL	Daily	Daily	Daily	\$ 2,000,000	100.00	\$ 2,000,000	\$ -	\$ 2,000,000
06/12/13	06/12/13	TEXPOOL	Daily	Daily	Daily	\$ 2,000,000	100.00	\$ 2,000,000	\$ -	\$ 2,000,000
06/12/13	06/12/13	TEXPOOL	Daily	Daily	Daily	\$ 3,700,000	100.00	\$ 3,700,000	\$ -	\$ 3,700,000
06/18/13	06/18/13	TEXPOOL	Daily	Daily	Daily	\$ 1,200,000	100.00	\$ 1,200,000	\$ -	\$ 1,200,000
06/20/13	06/20/13	TEXPOOL	Daily	Daily	Daily	\$ 1,500,000	100.00	\$ 1,500,000	\$ -	\$ 1,500,000
06/24/13	06/24/13	TEXPOOL	Daily	Daily	Daily	\$ 2,100,000	100.00	\$ 2,100,000	\$ -	\$ 2,100,000
06/25/13	06/25/13	TEXPOOL	Daily	Daily	Daily	\$ 4,100,000	100.00	\$ 4,100,000	\$ -	\$ 4,100,000
06/26/13	06/26/13	TEXPOOL	Daily	Daily	Daily	\$ 4,700,000	100.00	\$ 4,700,000	\$ -	\$ 4,700,000
06/27/13	06/27/13	TEXPOOL	Daily	Daily	Daily	\$ 13,700,000	100.00	\$ 13,700,000	\$ -	\$ 13,700,000
06/28/13	06/28/13	TEXPOOL-Prime	Daily	Daily	Daily	\$ 2,750,000	100.00	\$ 2,750,000	\$ -	\$ 2,750,000
06/30/13	06/30/13	Municipal Bond-State of Oregon School Board	0.000%	0.199%	06/30/13	\$ 3,200,000	100.00	\$ 3,200,000	\$ -	\$ 3,200,000
06/30/13	06/30/13	Amortization/Accretion-June				\$ 57,692	100.00	\$ 57,692	\$ -	\$ 57,692
Total Maturities						\$ 51,575,742		\$ 51,575,742	\$ -	\$ 51,575,742
Total Net Transactions						\$ (13,071,242)		\$ (12,606,138)	\$ 134,922	\$ (12,471,218)

Port of Corpus Christi Authority

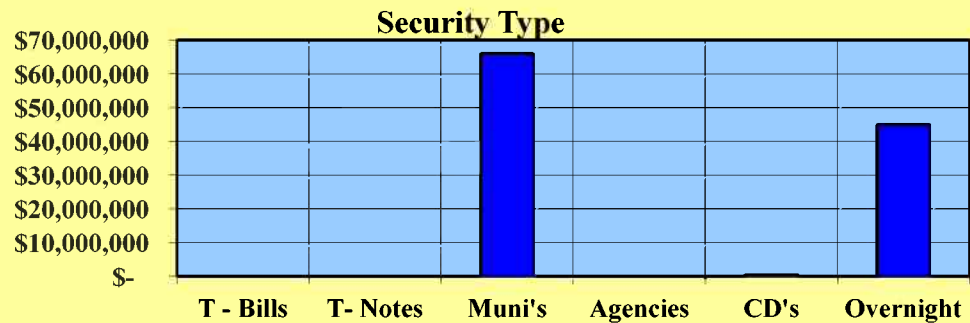
Diversification Report

For the Quarter Ended June 30, 2013

MATURITY PERIOD			
Period	Maturity		
Overnight	\$	45,015,315	40.36%
0-3 mths		5,467,212	4.90%
3-6 mths		15,573,998	13.96%
6-9 mths		26,498,846	23.76%
9-12 mths		4,043,192	3.62%
1 year		14,943,695	13.40%
	\$	111,542,258	100.00%



SECURITY TYPE			
Type	Book Value		
T - Bills	\$	-	0.00%
T- Notes		-	0.00%
Muni's		66,033,394	59.20%
Agencies		-	0.00%
CD's		493,549	0.44%
Overnight		45,015,315	40.36%
	\$	111,542,258	100.00%

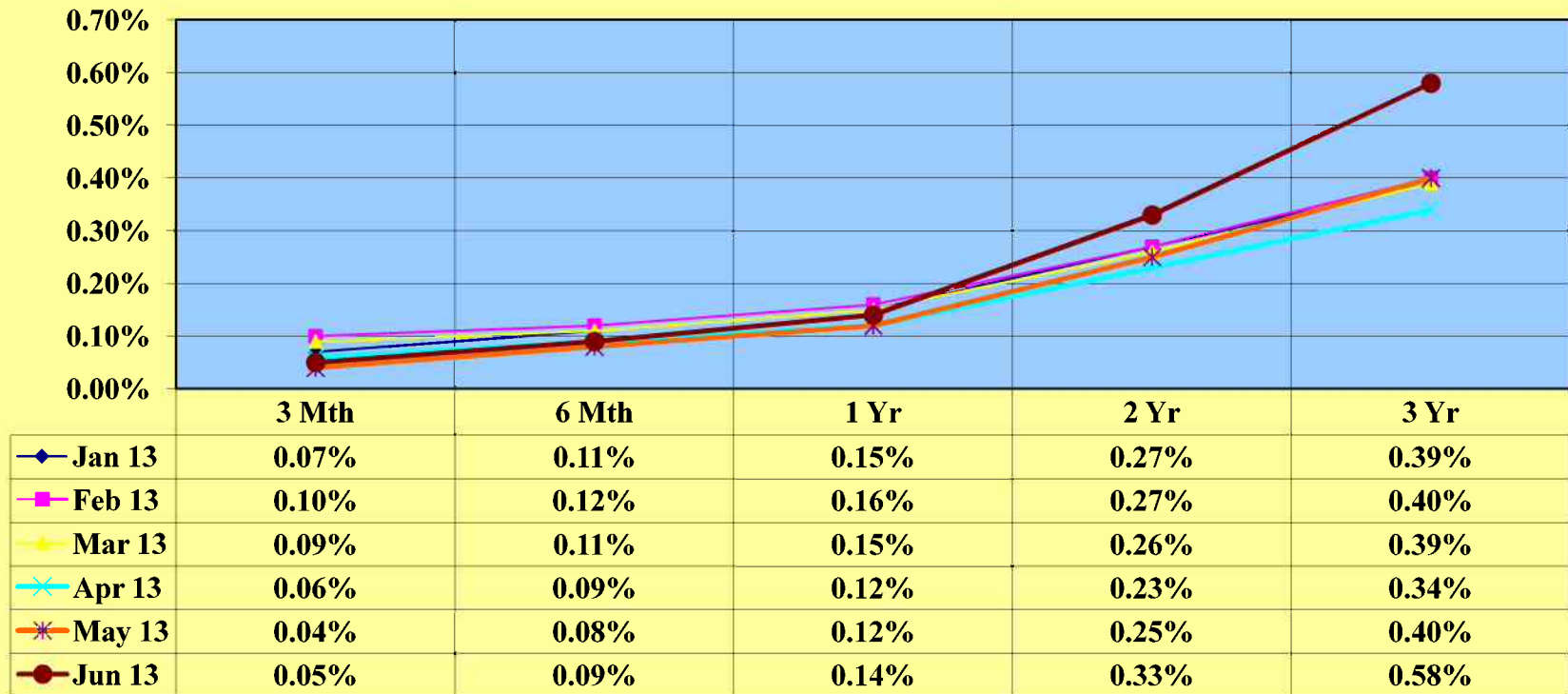


Port of Corpus Christi Authority

Treasury Yield Curve Comparison

(Average Yields By Month)

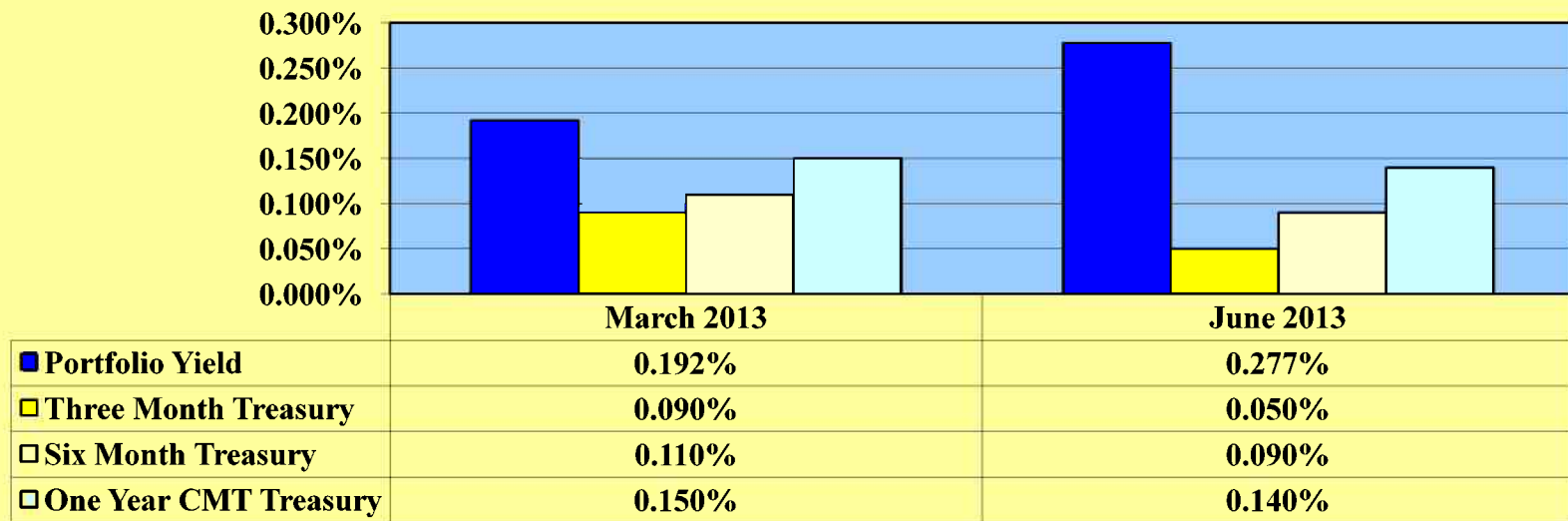
For the Quarter Ended June 30, 2013



Port of Corpus Christi Authority

Portfolio Return to Benchmark Comparison

For the Quarter Ended June 30, 2013



■ Portfolio Yield ■ Three Month Treasury □ Six Month Treasury □ One Year CMT Treasury

**DATE:** August 13, 2013**FROM:** John LaRue; 885-6189; john@pocca.com***AGENDA ITEM NO. 17*****Award Contract to Affolter Contracting Company Inc.,
the Lowest and Best Bidder Based Upon Bids
Received on August 2, 2013, for Rincon B Site Improvements**

The Rincon Industrial Park (Rincon) was originally created in the late 1960s. This ± 250-acre tract contains two 12-foot deep barge canals, Canal A and Canal B, which connect to the Corpus Christi Ship channel, passing under the Nueces Bay Causeway via the Rincon Canal. See attached exhibit. As part of Rincon's initial construction, the west side of Canal A was improved with a concrete sheet pile bulkhead to serve industries, providing ready access to and from the canal. However, Canal B was never fully developed and does not have a bulkhead. Over the years, Rincon's utilization has been varied; however, recently with the Eagle Ford shale activity, PCCA land is at a premium, resulting in increased interest in Rincon and any available waterfront property. Currently, there is limited acreage available for development along Canal A, and therefore, Canal B holds potential to serve this increasing need for waterfront property.

Though no bulkhead exists along Canal B, the PCCA does have a valid U.S. Army Corps of Engineers (COE) permit to construct a bulkhead along the east side of the canal and a portion of its turning basin. The COE issued the original permit for this work to the PCCA in 1975, and since then, the PCCA has received numerous amendments and time extensions to construct. The latest permit extension expires on December 31, 2013. Recognizing the increased interest in Rincon, the pending expiration of the COE permit, and the fact that in recent years it has become increasingly difficult to obtain a permit extension if construction has not started, staff included \$500,000 in this year's budget to investigate various potential infrastructure improvements for Rincon, including engineering and land preparation to better accommodate future development projects.

Earlier this year, the PCCA contracted with HDR Engineering to assist in the planning and concept development of Rincon. Concurrently, staff and other consultants are performing a Strategic Plan, which includes Rincon. Recognizing the Strategic Plan will not be complete until late this year, staff and HDR focused attention on the development of the bulkhead along Canal B and the importance for a portion of the construction to occur this year prior to the PCCA's request for another permit extension. Since the final bulkhead design requirements are yet to be determined along the length of Canal B, a phased construction approach was selected so that the entire permitted area could benefit. The HDR design provides grading and the partial structural backfilling required for nearly any future bulkhead or shore protection plan to serve a future tenant wanting to access and utilize Canal B.

On August 2, 2013, we received two responses to our Notice to Bidders (see attached bid tabulation sheet). The contract documents included the base bid for the minimum to improve nearly 4,600 linear feet of PCCA permitted bulkhead areas along Canal B, additive bid item 1 for additional fill beyond that provided in the base bid to the permitted bulkhead line, additive bid item 2 for installing graded riprap and geotextile material as slope stabilization along the base bid limits, additive bid item 3 for a per 100-linear-foot cost to install the graded riprap and geotextile material for any portion of the project, and additive bid items 4 and 5 for providing additional fill per cubic yard placed in-water or on-land, respectively.

Affolter Contracting Company Inc., a contractor from Texas City, Texas, who has been in business since 1955, submitted the lowest base bid and combination of additive bid items with the base bid, as follows:

Bids received were higher than staff anticipated, though the higher costs may be a trend since reportedly other local entities have been receiving higher than expected bids. Staff recommends that a contract be awarded to Affolter Contracting Company Inc. in an amount of \$1,326,280 for the base bid (\$1,238,080), 1,400 linear feet or 14 units of additive bid item 3 (\$88,200), and additive bid items 4 and 5 should they be required during the contract. Awarding the base bid equates to spending approximately \$270 per linear foot toward the cost of the future bulkhead and awarding 14 units of additive bid item 3 will provide protection of the improvements at a cost of \$63 per linear foot in an area where it is most vulnerable and exposed to erosive wind-driven waves and currents. The cost of these required portions of whatever type of bulkhead that is ultimately constructed along Canal B are relatively low compared to the anticipated range of cost for a bulkhead in this location, which is estimated at \$3,000 to \$4,000 per linear foot. Staff further recommends that the Director of Engineering Services be authorized a 6% contingency in accordance with the standard contingency guidelines for marine and rehabilitation projects.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



BID TABULATION FOR RINCON CANAL B SITE IMPROVEMENTS
PROJECT NO. 13-041A
Bid Opening: August 2, 2013 at 3:00 pm

Company Name	Bid Bond or Check	Base Bid ^A	Additive Bid Item 1 ^B	Additional Calendar Days Additive Bid Item 1	Additive Bid Item 2 ^C	Additional Calendar Days Additive Bid Item 2	Additive Bid Item 3 ^D	Additive Bid Item 4 ^E	Additive Bid Item 5 ^F
Affolter Contracting Company, Inc.	5% Bid Bond	\$1,238,080.00	\$3,137,000.00	120	\$337,000.00	20	\$6,300.00	\$40.00	\$32.00
RLB Contracting, Inc.	5% Bid Bond	\$1,387,200.00	\$2,296,000.00	90	\$244,500.00	90	\$100,000.00	\$30.00	\$30.00

*In calendar days

^A BASE BID: Includes clear, grub and grade site. Extend drainage outfall pipe to limits shown on plans. Place fill material and construct new side slope to the limits shown on the Plans. Remove debris from shoreline. Demolish existing concrete foundations and timber pier. Prepare construction entrance(s). This is a Lump Sum bid item.

^B ADDITIVE BID ITEM 1: Includes placement fill material and construct additional canal slope to the limits shown on the Plans. This is a Lump Sum bid item.

^C ADDITIVE BID ITEM 2: Includes installation graded riprap on geotextile material on waterside canal slope as indicated on the Plans. This is a Lump Sum bid item.

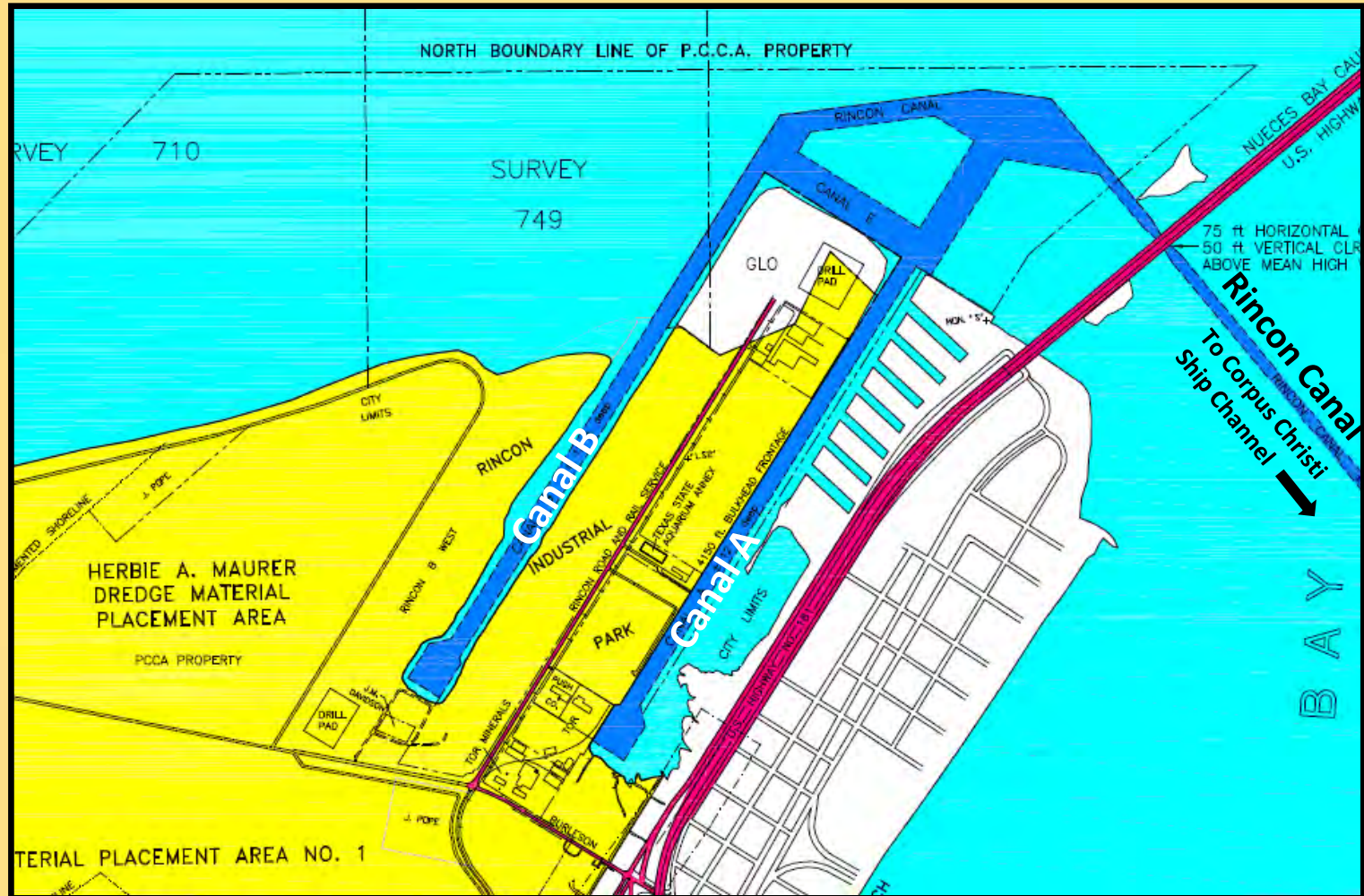
^D ADDITIVE BID ITEM 3: Includes placement of geotextile material and graded riprap on completed canal side slope improvements per 100 linear foot section as directed by Owner/Engineer. This is a Unit Price bid item.

^E ADDITIVE BID ITEM 4: Includes additional in-water fill per cubic yard in place as directed by Owner/Engineer. This is a Unit Price bid item.

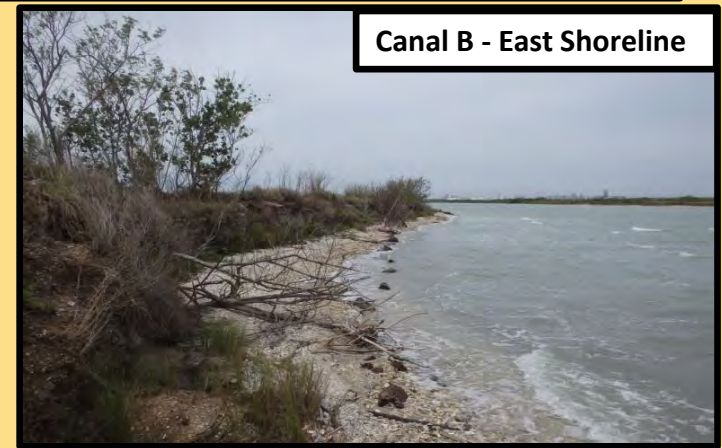
^F ADDITIVE BID ITEM 5: Includes additional fill per cubic yard in place as directed by Owner/Engineer. This is a Unit Price bid item.

Read By: David L. Krams, P.E.
Tabulated By: Bert Perez, P.E.
Checked & Prepared By: Melinda Maldonado
Date: August 2, 2013

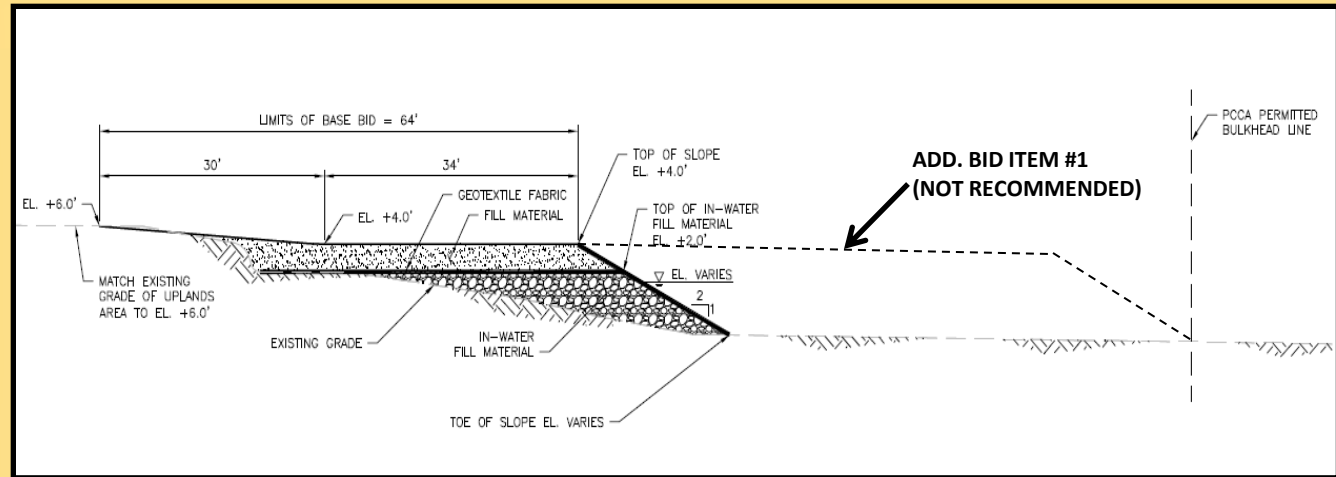
RINCON INDUSTRIAL PARK



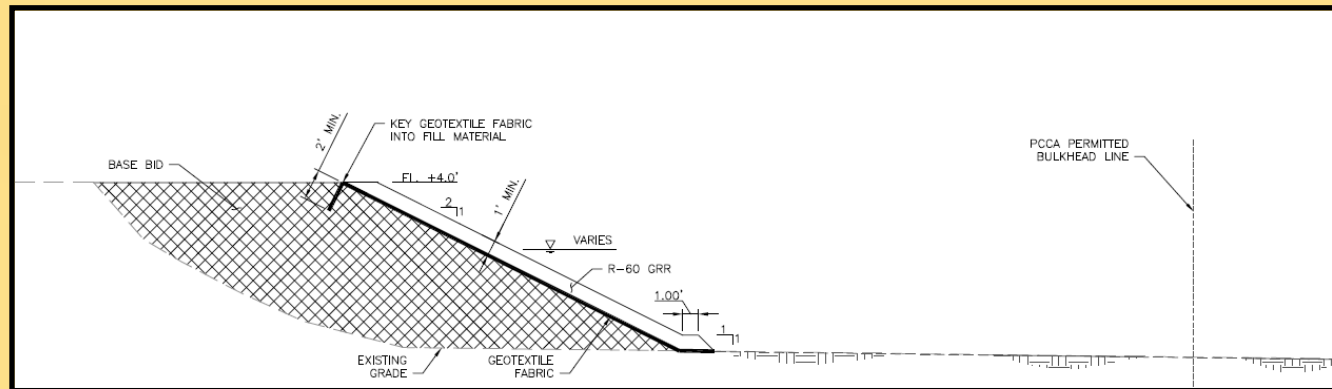
RINCON CANAL B SITE IMPROVEMENTS



RINCON CANAL B SITE IMPROVEMENTS



BASE BID SECTION



ADDITIVE BID ITEM 3 SECTION



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-A

Authorize the Sale, Donation or Other Disposal of PCCA's Salvage and Surplus Personal Property Situated in Two Storage Warehouses Located at 2301 N. Port Avenue and in the Open Lay-Down Area Located at 1700 Sam Rankin

Over the past several years, the Port has accumulated a large amount of shop and office equipment and furniture that is worn, broken, obsolete, or is no longer useful in our operations. Our storage warehouses have almost reached their capacity with items that are in need of disposal.

As per Subchapter D of Chapter 263 of the Local Government Code, the Commission has the authority to: 1) periodically sell the surplus or salvage personal property by competitive bid or auction; 2) offer the property as a trade-in for new property; 3) order the property to be destroyed or disposed of as worthless if there has been an unsuccessful attempt to sell it; or 4) dispose of the property by donating the property to a civic or charitable organization under certain conditions.

There are several items that Port staff will handle through a competitive bid salvage sale; any items we are unsuccessful in selling will be destroyed or disposed of. None of the items in this clean-up project can be used for trade-in. Disposal items that have any scrap value will be sold and any revenue collected will go into the Port's general fund account.

There are several items that we would like Commission approval to donate. These items have minimal value and will cost more in disposal and personnel expenses than what the items are worth. The items we would like to donate include various types of office chairs, tables, shelving, cabinets and desks. Organizations interested in donation items will be responsible for transporting these items from Port property to their locations. No additional Port resources will be used for handling or delivering any of the disposal items.

All of the salvage and surplus items are located in two Port storage warehouses located at 2301 N. Port Avenue with the exception of approximately 48 tons of metal tower stands which are located in Port open laydown area located at 1700 Sam Rankin Road.

Staff recommends Commission approval to proceed with disposition of these surplus and salvage items as addressed above and designation of the Director of Operations as the Port's representative for purposes of conducting the sale, disposition and donation of these items.

LEAD CONTACT: Sonya Lopez-Sosa; 361-885-6187; sonya@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-B

**Approve Termination of Lease Agreement with South Texas Materials
and Barge Terminal, LLC, for Approximately 10 Acres
Along Navigation Blvd. Near the Former Tule Lake Bridge Location**

In September 2008, South Texas Materials and Barge Terminal, LLC (STM), signed a Lease Agreement with the PCCA for approximately 10 acres west of Navigation Boulevard at the south approach to the former Tule Lake Lift Bridge site. STM's plans were to provide a facility to accommodate truck, rail, and barge shipments of scrap metal products and similar cargo and included the construction of a steel bulkhead and slip along the ship channel. Unfortunately, STM's plans never fully developed, and all that was constructed was a fence on a portion of the site. STM has, however, been making their base rent payments of \$10,416.67 a month to the PCCA over the past five years. The lease is currently set to expire in March 2014, and representatives of STM have approached the PCCA with a request to terminate the lease early and waive the remaining lease payment obligation.

Given STM's good standing, the limited amount of time remaining on the lease, and the potential to lease this site to others in the near future, staff recommends approval of the early termination of this Lease Agreement. Upon approval of the lease termination, the PCCA will waive STM's rent obligation for the remainder of the lease term. In coordination with PCCA inspections, STM has finished clearing their leased premises and vacated the site as of July 19, 2013.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



South Texas Materials and Barge Terminal, LLC Lease

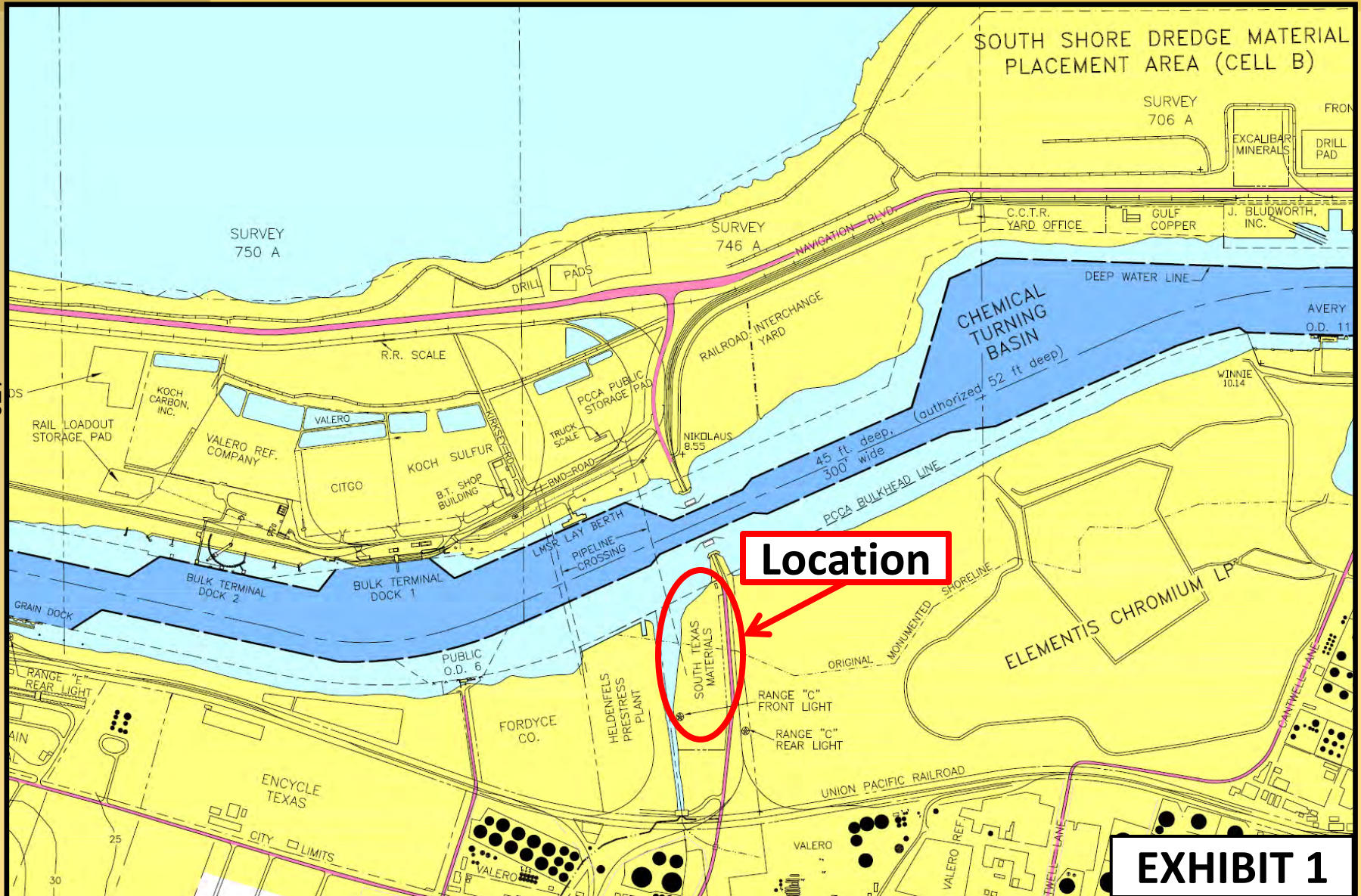


EXHIBIT 1

LEASE TERMINATION AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF NUECES §

This Lease Termination Agreement (“Termination Agreement”) is made and entered into as of the 13th day of August, 2013, between the Port of Corpus Christi Authority of Nueces County, Texas, a navigation district and political subdivision of the State of Texas (“Authority”), and South Texas Materials and Barge Terminal, LLC, a limited liability company (“Lessee”). The Authority and Lessee are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

Recitals

WHEREAS, Authority and Lessee entered into a Lease Agreement dated September 9, 2008 (the “Lease”), under the terms of which Authority leased to the Lessee approximately 10.0 acres of land, more or less, located in Nueces County, Texas; and

WHEREAS, capitalized terms not otherwise defined in this Termination Agreement shall have the meanings set forth in the Lease; and

WHEREAS, the Parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to the Authority, prior to the current expiration date of the Lease;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by both Parties, and in further consideration of the mutual promises and obligations contained herein, the Parties hereby agree as follows:

1. Effective Date. This Termination Agreement shall be deemed to be effective as of the date upon which (i) a fully executed copy of this Termination Agreement is signed by and delivered to each of the Parties, and (ii) Lessee has paid to the Authority the balance of the rent due and payable under the Lease through the date of termination (which date shall be defined herein as the “Effective Date”).

2. Lease Termination. The term of the Lease shall expire and shall be deemed terminated and cancelled as of the close of business on the Effective Date as if such date were the normal expiration date of the Lease, and Lessee agrees to surrender the Leased Premises by that date in accordance with the terms of the Lease.

3. Mutual Release. By this Termination Agreement, each Party hereby releases the other Party from all claims, demands, damages, rights, liabilities, and causes of action of any nature whatsoever, whether at law or equity, known or unknown, suspected or unsuspected, which are related or in any manner incidental to the Lease or the Leased Premises. Each Party waives and relinquishes any right or benefit which it has or may have under applicable law regarding waiver of unknown claims to the full extent that it may lawfully waive such rights and benefits. In connection

with such waiver and relinquishment, each Party acknowledges that it is aware that it or its attorneys or accountants may hereafter discover facts in addition to or different from those which it now knows or believes to exist with respect to the subject matter of this Termination Agreement or the other Party hereto, but that it is the intention of the Parties hereby to fully, finally, and forever settle and release all of the claims, disputes, and differences, known or unknown, suspected or unsuspected, which now exist or may exist hereafter between the Parties with regard to the Lease or the Leased Premises. This Termination Agreement shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts.

4. Knowing Release. In executing this Termination Agreement, each Party acknowledges that it has consulted with and received the advice of counsel and that it has executed this Termination Agreement after independent investigation and without fraud, duress, or undue influence.

5. Authority of Lessee. Lessee represents and warrants that (i) it is the owner and holder of the lessee's interest in the Lease and that it has the power, right and authority to execute this Termination Agreement and to carry out the intent hereof, and (ii) the execution and delivery of this Termination Agreement shall not violate or contravene any agreement, contract, security agreement, lease or indenture to which Lessee is a party or by which it is bound or requires the consent of any party to any of the foregoing.

6. Final and Complete Expression. This Termination Agreement is the final and complete expression of the Parties. This Termination Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the Parties.

7. Severability. If any provision in this Termination Agreement is deemed invalid, then the remaining provisions hereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this Termination Agreement.

8. Counterparts. This Termination Agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties may provide signatures to this Termination Agreement by facsimile or Adobe ".pdf" file and such facsimile or Adobe ".pdf" file signatures shall be deemed to be the same as original signatures.

9. Binding upon Successors and Assigns. This Termination Agreement shall be for the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

10. Governing Law. This Termination Agreement will be governed by and construed under the laws of the State of Texas without regard to conflicts-of-laws principles that would require the application of any other law.

In Witness Whereof, Authority and Lessee have caused this Termination Agreement to be executed by their duly authorized representatives as of the date first written above, but effective as of the Effective Date.

AUTHORITY:

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
John P. LaRue. Executive Director

LESSEE:

SOUTH TEXAS MATERIALS AND BARGE
TERMINAL, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of August, 2013, by John P. LaRue, Executive Director of the Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Authority.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on _____, 2013, by _____, a _____ of South Texas Materials and Barge Terminal, LLC, on behalf of said company.

Notary Public, State of Texas

SOUTH TEXAS MATERIALS AND BARGE TERMINAL LLC
P. O. Box 830808
San Antonio, Texas 78283

July 30, 2013

*Rec'd
8/1/13
EXEC DIR*

Port of Corpus Christi Authority of Nueces County, Texas
Attention: Executive Director
P.O. Box 1541
Corpus Christi, Texas 78403

Re: Notice of Termination of Lease

Lessor: Port of Corpus Christi Authority of Nueces County, Texas

Lessee: South Texas Materials and Barge Terminal, LLC

Lease Date: 9 September 2008

Lease Property: A tract of 10.0 acres of land, more or less, which tract is particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter called "Leased Premises"). Authority also authorizes Lessee nonexclusive use of that certain real property adjacent to the Leased Premises known as Track Number SL-1 as shown on Exhibit "A" for the purpose of loading and unloading rail cars.

Dear Sir:

This letter constitutes the Lessee's Notice of Intent to Terminate the Lease referenced above. The Lessee requests the Lease to be terminated effective the date of acceptance of the Notice of Intent to Terminate by the Lessor.

Pursuant to the request of the Lessor, the Lessee has removed the requested material from the Lease Property. Upon the acceptance of the Lessee's Notice of Intent to Terminate the Lease by the Lessor, please provide the undersigned with written confirmation of termination of the Lease and the amount of pro-rated rent. If you have any questions, please contact the undersigned.

Yours sincerely,

South Texas Materials and Barge Terminal, LLC

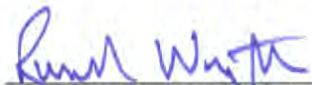
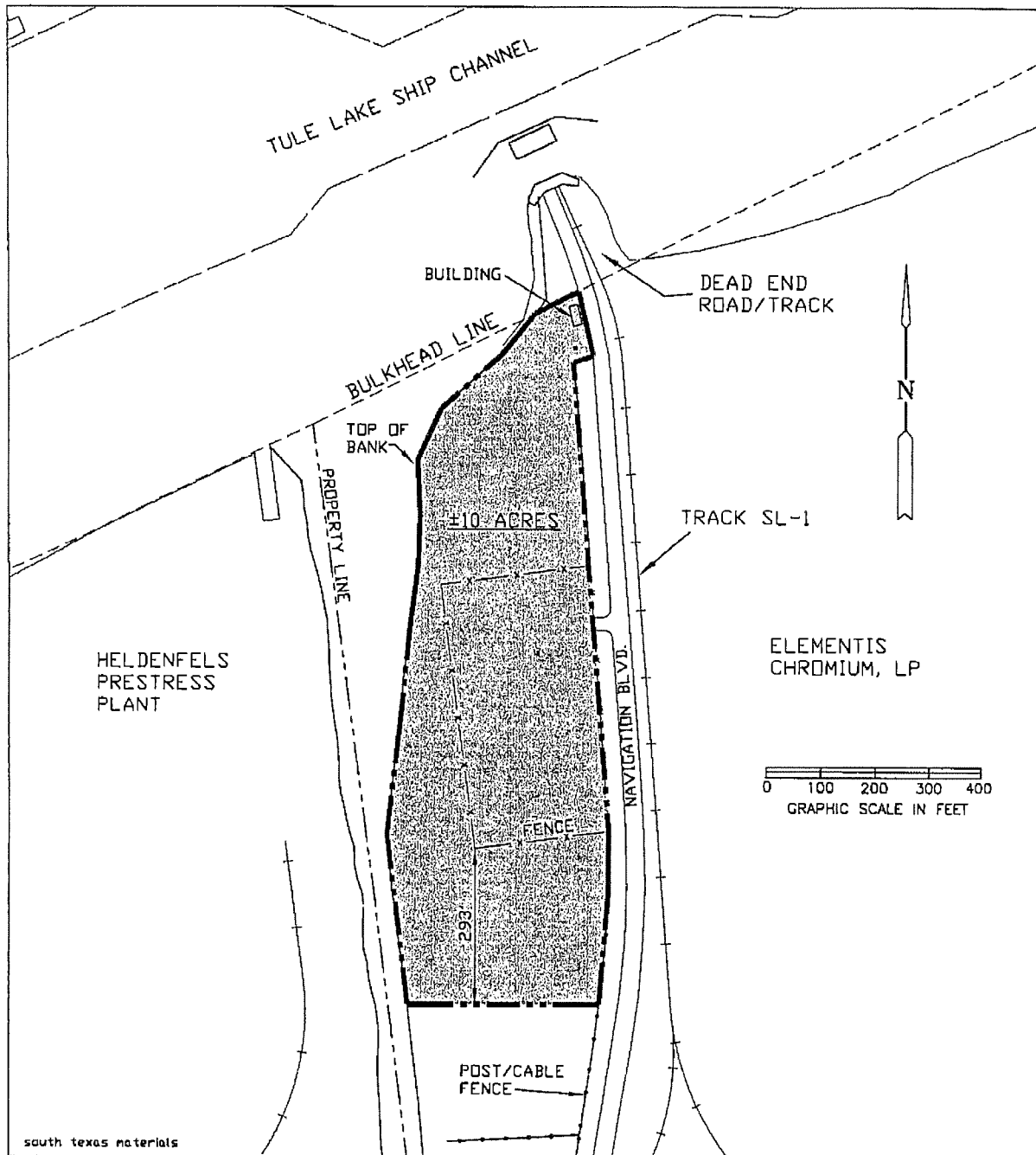
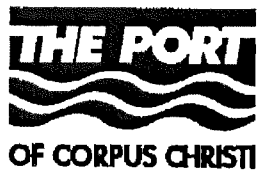
By: 
Russell Wright, its Vice President

EXHIBIT "A"



south texas materials

NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY

SOUTH TEXAS MATERIALS &
BARGE TERMINAL, LLC

SCALE: GRAPHIC
OWN. BY: RALPH

EXHIBIT A

DATE:
SEPT. 9, 2008



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-C

Award Contract to Ram-Bro Contracting Inc., the Lowest and Best Bidder Based Upon Bids Received on July 30, 2013, for Inner and Outer Harbor Land Management

Several areas around the PCCA are low-lying and hold water during extended periods of wet weather, and could over time, form “wetlands” which could potentially trigger and/or delay the permitting process and project development of the PCCA’s undeveloped lands. Adding fill material and creating or improving drainage ditches serving existing outfall structures solves this issue. Since many of these low-lying areas are within boundaries currently permitted for these activities by the U.S. Army Corp of Engineers for specific projects, they need to be addressed before the permits expire.

For this year’s inner and outer harbor land management project, the PCCA prepared contract documents that includes a base bid for two low-lying areas along the north side of Joe Fulton Corridor near the Bulk Terminal, additive bid item 1 for an area along the Fulton Corridor near Dredge Material Placement Area 1, additive bid item 2 for an area just west of the Bulk Terminal, and additive bid item 3 for a unit price per cubic yard of fill for filling other additional low-lying areas within the project area. See attached exhibit.

On July 30, 2013, we received three responses to our Notice to Bidders (see attached bid tabulation sheet). Ram-Bro Contracting Inc., a local contractor who has completed several projects for the PCCA in the past submitted the lowest base bid and the lowest combination of additive bid items as follows:

Base Bid	\$95,406.84
Additive Bid 1	\$82,648.90
Additive Bid 2	\$114,825.40
Additive Bid 3	\$22.00/Cubic Yard

Staff recommends that a contract be awarded to Ram-Bro Contracting Inc. in the amount of \$292,881.14 for the base bid, additive bid item 1, and additive bid item 2. Staff further recommends award of additive bid item 3 in the amount of \$22.00 per cubic yard should it be required during the project. Staff also recommends that the Director of Engineering Services be authorized a 5% contingency in accordance with the standard contingency guidelines for general construction projects. The 2013 budget included \$300,000 for this project.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



**BID TABULATION FOR
INNER AND OUTER HARBOR LAND MANAGEMENT
PROJECT NO. 13-019A
Bid Opening: July 30, 2013 at 3:00 p.m.**

Company Name	Bid Bond/Check	Base Bid ^A	Additive Bid Item 1 ^B	Additional Calendar Days for Additive Bid Item 1	Additive Bid Item 2 ^C	Additional Calendar Days for Additive Bid Item 2	Additive Bid Item 3 ^D (per CY)	Time of Delivery*
Ram-Bro Contracting, Inc.	5% Bid Bond	\$95,406.84	\$82,648.90	42	\$114,825.40	56	\$22.00	42
Garrett Construdtion Company	5% Bid Bond	\$249,955.05	\$221,623.25	30	\$321,825.00	30	\$41.30	30
Barcom Construction, Inc.	5% Bid Bond	\$265,113.00	\$229,639.00	90	\$304,835.00	90	\$42.79	120

*Calendar Days

^ABASE BID: Work includes filling two separate low lying areas and ditch re-grading, and all storm water best management practices for Dwgs 13-019A-2 to 13-019A-15. This is a Lump sum bid item.

^BADDITIVE BID ITEM 1: Work includes filling low lying areas and ditch re-grading, and all storm water best management practices for Dwgs 13-019A-16 to 13-019A-23. This is a Lump Sum bid item.

^CADDITIVE BID ITEM 2: Work includes filling low lying areas and ditch re-grading, and all storm water best management practices for Dwgs 13-019A-24 to 13-019A-32. This is a Lump Sum bid item.

^DADDITIVE BID ITEM 3: Work includes unit cost for additional fill to low lying areas as directed by the Engineer. This is a Unit Price bid item.

Read by: David Krams, P.E.

Tabulated by: Bert Perez, P.E.

Checked & Prepared by: Melinda Maldonado

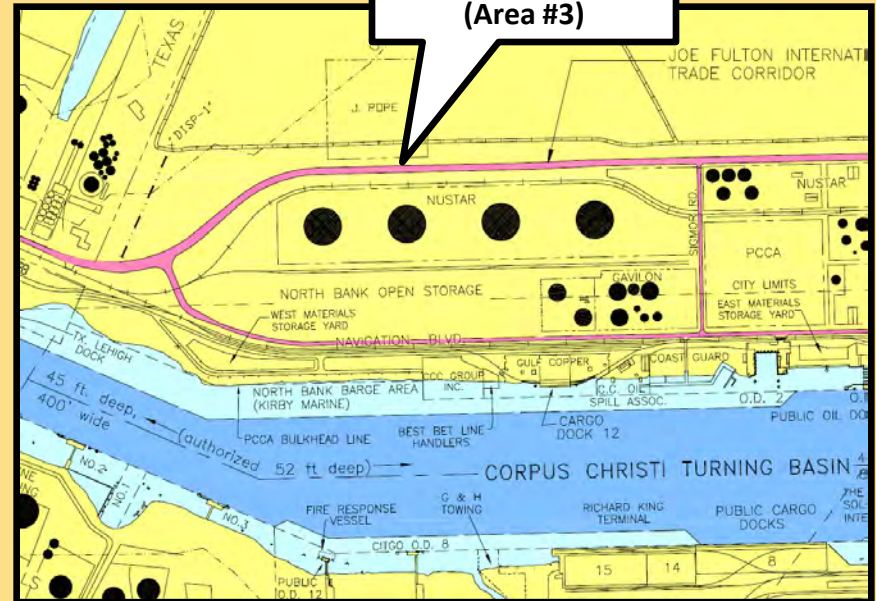
Date: July 30, 2013

**Additive Bid Item 2
(Area #4)**

**Base Bid
(Area #1)**

**Base Bid
(Area #2)**

**Additive Bid Item 1
(Area #3)**





DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NOS. 18-D, E, & F

**(D) Reject Bids Received on March 26, 2013, for an
Emergency Power Generator at the Southside Cargo Terminal**

**(E) Reject Bids Received on March 27, 2013, for
Security Improvements at the Permian Yard**

**(F) Reject Bids Received on April 4, 2013, for the
Installation of North Shoreline Channel Cameras
(Security Grant 9)**

The PCCA has been very successful in securing and constructing U.S. Department of Homeland Security grants since 2002 when the program was initiated following the 9/11 terrorist attacks. The grants are structured to be completed within a three-year grant period. However, due to delays in awarding grants, completing reviews, and funding approval, one or two one-year extensions are typically allowed when requested and justified. A five-year grant period is the maximum allowed for a FEMA grant program, and several PCCA grant projects have required this extra time.

For the FY-2009 Grant Program, several projects required, but did not receive the necessary time extensions to complete the projects. The grant started its three-year period on June 1, 2009, though often there are initial delays in notification and project development. As a consequence, the Port Commission did not approve the FY-2009 grant projects for submitting, prioritizing and funding until September 2010. This initial delay is consistent with other recent grants, and the PCCA soon submitted a request and received a one-year extension establishing a new project completion date of May 31, 2013. Nine individual projects were ultimately funded by FEMA at various times beginning in June 2011; however, three of the projects were funded much later, as late as May 30, 2012. These three projects would require a second one-year extension to complete. These projects included:

Project 2: Emergency backup electrical power for security lighting, surveillance and access control equipment in the event of a power interruption at the Southside Cargo Terminal.

Project 6: Security lighting, surveillance cameras, and security fencing at the Permian Storage Yard.

Project 7: Security surveillance cameras along the north shoreline of the ship channel in the Port of Corpus Christi's Inner Harbor.

In January 2013, PCCA staff submitted a request for the additional one-year grant extension for the projects, while the PCCA consultants continued and finalized project plans and specifications. Due to strict grant requirements for projects to be fully complete within the grant period in order to receive grant proceeds, staff would not recommend award for the three projects until the time extension was approved. The remaining funded projects for the FY-09 grant projects have since been completed.

Expecting the extension, PCCA consultants completed the contract documents and solicited bids for each of the three projects. Each project received multiple responses to the Notices to Bidders (see the attached tabulation sheets).

Then, on April 9, 2013, the PCCA received notice from FEMA that the PCCA's request to extend Security Grant 9 beyond May 31, 2013, was denied. While unfortunate news, it was not a complete surprise at the time since staff had recently heard of other grant recipients' time extension requests uncharacteristically being denied. The PCCA made several written requests to FEMA asking them to reconsider their decision stressing the importance of the projects, while also asking the apparent low bidders for the projects to extend bid pricing until the PCCA received a final response from FEMA.

On July 15, 2013, FEMA reconfirmed its decision; therefore, staff recommends that the Port Commission reject all bids received for the three security grant projects. In anticipation of this outcome, these projects were also included with four other projects in the PCCA's grant application, approved by the Port Commission in June 2013, for the FY-2013 Port Security Grant Program.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



**BID TABULATION FOR SECURITY GRANT 9
EMERGENCY POWER
PROJECT NO. 09-034C
Bid Opening: March 26, 2013 at 3:00 p.m.**

Company Name	Bid Bond or Check	Base Bid^A
Rabalais I&E Constructors	5% Bid Bond	\$169,000.00
GEN-TECH	5% Bid Bond	\$171,000.00
KST Electric	5% Bid Bond	\$189,597.00
Scott Electric Company, Inc.	5% Bid Bond	\$221,668.00

^A Base Bid: The scope of work generally consists of furnishing and installing a diesel powered generator, equipment, switches, panels, associated wiring and foundation. This is a lump sum bid.

NOTE: Time of completion is 60 calendar days as stated in Bid.

Read By: David Krams, P.E.

Tabulated By: Carlos Martinez, P.E.

Checked & Prepared By: Preeti Shrestha, E.I.T

Date: March 26, 2013



**BID TABULATION FOR SECURITY GRANT 9
PERMIAN YARD SECURITY IMPROVEMENTS
PROJECT NO. 09-034G
Bid Opening: March 27, 2013 at 2:00 p.m.**

Company Name	Bid Bond or Check	Base Bid ^A	Addendum No. 1
Rabalais I&E Constructors	5% Bid Bond	\$1,489,000.00	Acknowledged
Safenet Services,LLC	5% Bid Bond	\$1,579,018.72	Acknowledged
B.E. Beecroft Co., INC.	5% Bid Bond	\$1,932,606.00	Acknowledged

^A Base Bid: The scope of work generally consists of furnishing and installing fencing, high mast security lighting, surveillance cameras, equipment, conduits, fiber optic cable, and power. This is a lump sum bid.
NOTE: Time of completion is 210 calendar days as stated in Bid.

Read By: Bert Perez, P.E
Tabulated By: Carlos Martinez, P.E.
Checked & Prepared By: Preeti Shrestha, E.I.T
Date: March 27, 2013



**BID TABULATION FOR SECURITY GRANT 9
NORTH SHORELINE CAMERAS
PROJECT NO. 09-034H
Bid Opening: April 4, 2013 at 10:00 a.m.**

Company Name	Bid Bond or Check	Base Bid^A	Alternate Base Bid^B	Additive Bid Item 1^C	Additive Bid Item 2^D	Addendum No. 1	Addendum No. 2
Rabalais I&E Constructors	5% Bid Bond	\$1,316,900.00	\$1,296,000.00	\$219,000.00	\$165,000.00	X	X
SafeNet Services, LLC	5% Bid Bond	\$1,543,158.04	\$999,735.98	\$210,463.48	\$116,008.88	X	X

^A Base Bid: The scope of work generally consists of furnishing and installing high mast security surveillance camera poles, cameras, equipment, conduit, fencing, fiber optic cable, and power along the ship channel within the Port's Inner Harbor (Mounting Locations 197 through 202). This is a Lump Sum bid.

^B Alternate Base Bid: The scope of work generally consists of furnishing and installing pipe piling poles and exterior conduits with mounting hardware and connections in lieu of concrete foundation and fabricated camera pole. Providing and mounting a photovoltaic system (solar panels and batteries) in lieu of electrical utility service, and installing fiber optic cables and additional fencing within the Port's Inner Harbor (Mounting Locations 197 through 202), as shown on construction plans. This is a Lump Sum bid.

^C Additive Bid Item 1: The scope of work generally consists of furnishing and installing a high mast security surveillance camera pole, cameras, equipment, conduit, fencing, fiber optic cable, and power at Mounting Location 203 along the ship channel near Viola Turning Basin. This is a Lump Sum bid.

^D Additive Bid Item 2: The scope of work generally consists of furnishing and installing pipe piling pole and exterior conduits with mounting hardware and connections, in lieu of concrete foundation and fabricated camera pole. Providing and mounting a photovoltaic system (solar panels and batteries) in lieu of electrical utility service, and installing fiber optic cables and additional fencing near Viola Turning Basin. This is a Lump Sum bid.

NOTE: Time of completion is 210 calendar days as stated in Bid.

Read By: David L. Krams, P.E.

Tabulated By: Carlos Martinez, P.E.

Checked & Prepared By: Carlos Martinez, P.E.

Date: April 4, 2013



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-G

Approve PCCA's Cost-Share for the Operation and Maintenance of Levees at Dredge Material Placement Area 1 and the Herbie A. Maurer Dredge Material Placement Area Associated with U.S. Army Corps of Engineers Construction Contract

The U.S. Army Corps of Engineers (COE) is scheduled to receive bids in August 2013 for work associated with maintaining and improving Dredge Material Placement Area (DMPA) No. 1 and the Herbie A. Maurer DMPA located on the north side of channel just west of the Harbor Bridge. These DMPAs are the most utilized upland confined placement areas of the PCCA, receiving material from the eastern quarter of the Corpus Christi Ship Channel in the Inner Harbor, the Rincon Canal System, and the high shoal area near the Harbor Bridge from approximately one mile east into Corpus Christi Bay westward to the Corpus Christi Turning Basin. See attached exhibit.

The base bid work generally consists of raising the levees approximately three feet around the perimeter of the DMPAs to an elevation of 23 feet to immediately achieve additional DMPA capacity and constructing a 10-foot wide perimeter ditch to allow for improved overall site drainage. The contract documents also include an option for dewatering the sites, which consists of constructing multiple lateral ditches within the DMPA to facilitate the dewatering process of existing dredged material sediment promoting its consolidation, which in turn provides additional DMPA capacity.

By Agreement with the COE, the PCCA provides 25% of the cost for constructing and maintaining the levees of the DMPAs. The 2013 budget included \$500,000 for this work. Staff requests approval of payment to the COE for the PCCA's cost share in an amount not to exceed \$500,000.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com

DMPA NO.1 & HERBIE A. MAURER DMPA LEVEE RAISING & DEWATERING

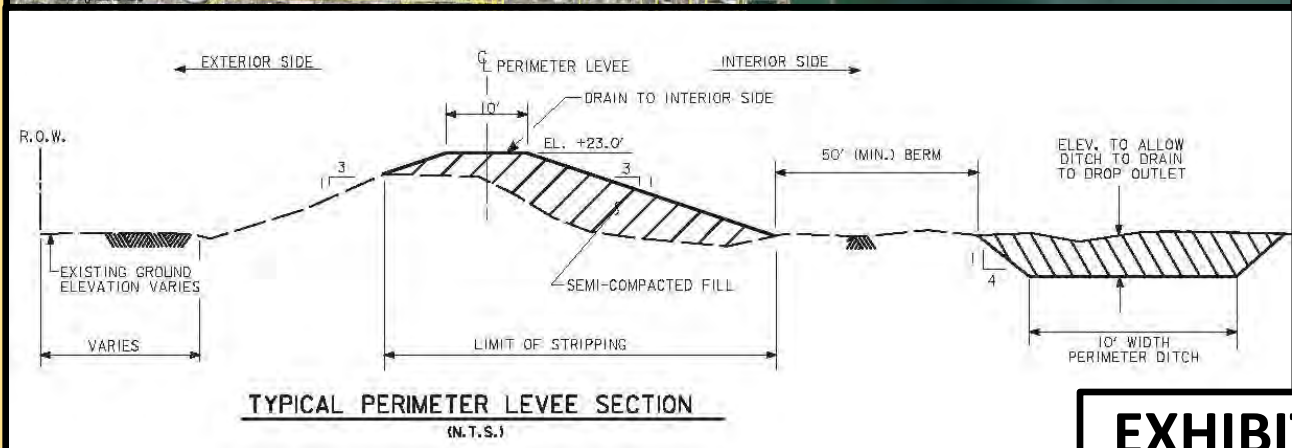
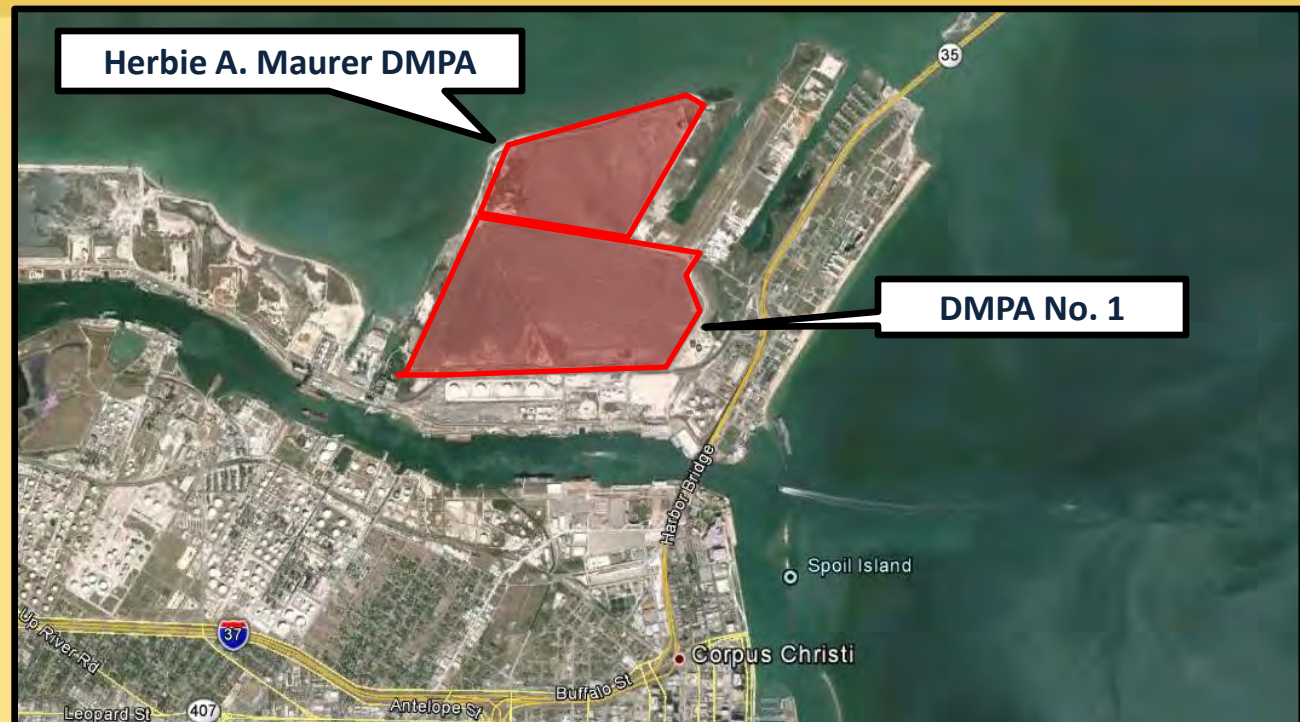


EXHIBIT 1



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-H

Approve Amendment to Service Order No. 2 of the Professional Service Master Agreement with HDR Engineering Inc. for Engineering Services Associated with Rincon Canal B Infrastructure Improvements

On April 9, 2013, the Port Commission approved a Professional Service Master Agreement and Service Order No. 2 in the amount of \$105,000 with HDR Engineering Inc. (HDR) for infrastructure improvements at the Rincon Industrial Park (Rincon). The service order was to develop conceptual infrastructure construction options for Rincon with specific emphasis on Canal B. During the study, staff recognized the need to initiate a phased construction of the permitted bulkhead along Rincon Canal B and to be complete with construction before year's end. In order to make the design deadline to ensure the project could be bid, awarded, and constructed by the end of the year, staff redirected HDR's engineering effort to focus on evaluating various design alternatives and costs and to develop plans and specifications for the project. This detailed design was beyond the scope of work for the original Service Order No. 2.

Detailed design work has been completed, the project bid, and the improvements are recommended for award at this commission meeting under a separate agenda item. Staff further recommends approval to amend Service Order No. 2 with HDR Engineering Inc. to include the additional design phase services at a cost not to exceed \$61,500. With this amendment, the total amount of this service order increases to \$166,500.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-I

**Approve Amendment to Service Order No. 1 of the Professional Services
Master Agreement with CH2M Hill Inc. for
Engineering Services Associated with Nueces River Rail Yard – Phase 2**

On May 14, 2013, the Port Commission approved a Professional Services Master Agreement and Service Order No. 1 with CH2M Hill in the amount of \$1,060,000 for design of Phase II of the Nueces River Rail Yard project. Since that meeting, the PCCA has entered into a number of agreements with M&G Resins USA, LLC, including rail track and access agreements. A provision in one of the agreements requires the PCCA to provide a direct connect with switch between the Fulton Corridor lead track west of the new Nueces River Rail Yard and the M&G plant site.

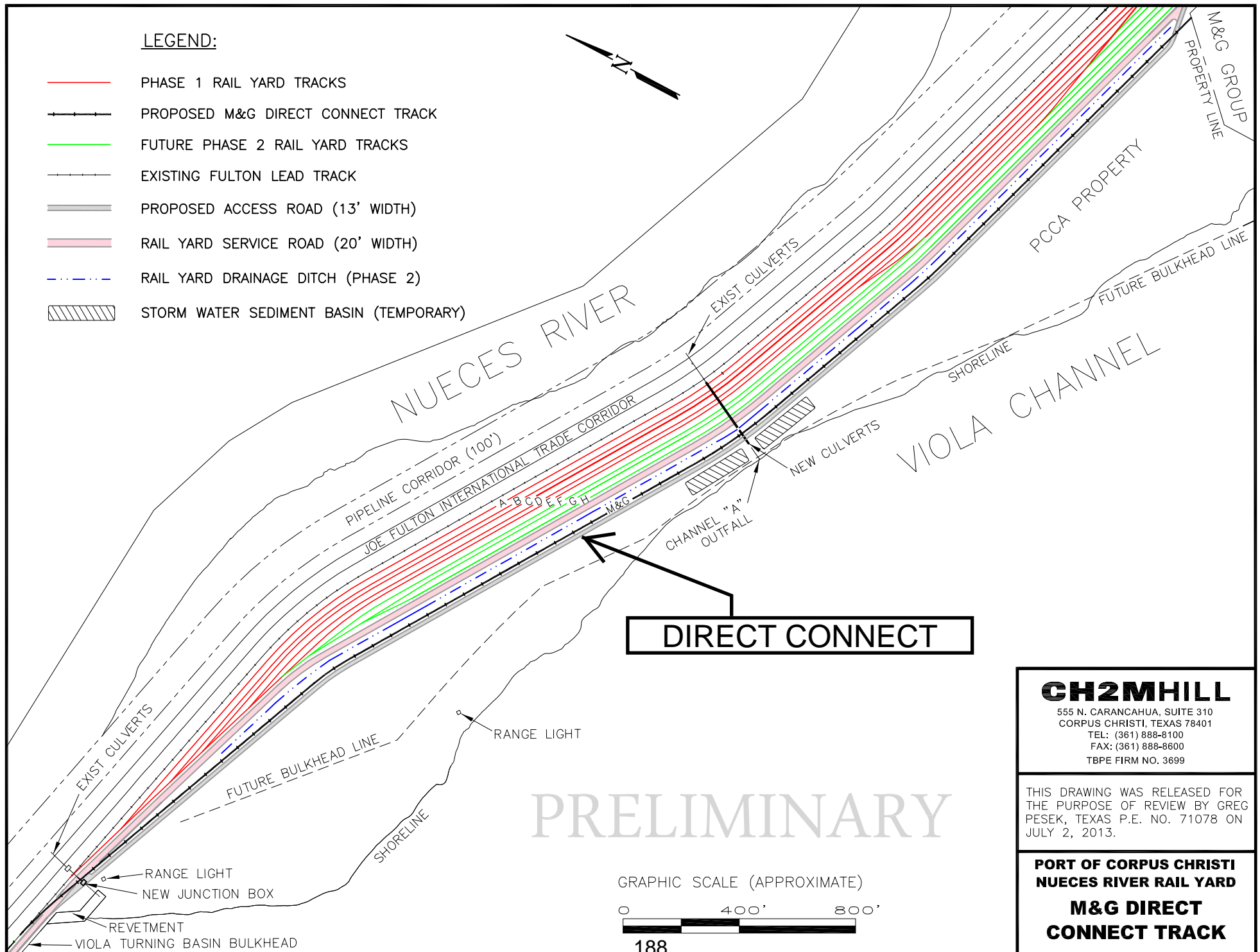
Approximately 5,000 feet of new rail will be constructed from the new M&G switch to M&G's property line. The PCCA requested an engineering proposal from CH2M Hill to design this direct connect and switch. In addition, the design will include a new 16-foot wide service road located on the south side of the track so that the PCCA has improved access to the waterfront along the ship channel.

Staff also requested that CH2M Hill include a second parallel rail spur to run between the rail yard and the Bulk Terminal in the Phase 2 design of the Nueces River Rail Yard. This 6,500-foot section of rail line would be adjacent to the Fulton lead track and would facilitate better rail movement to and from the Bulk Terminal as well as benefit other rail-dependent customers further east. These proposed improvements are shown on the attached drawings.

For the M&G direct connect track, CH2M Hill's fee is \$72,000, and the cost to design the second track to the Bulk Terminal is \$105,000. This design work will be performed as an amendment to Service Order No. 1 of the CH2M Hill's current Professional Services Master Agreement.

Staff recommends approval of Amendment 1 to Service Order No. 1 of Master Agreement No. 13-05 with CH2M Hill, which will increase the service order amount by \$177,000 for a new total of \$1,237,000 for engineering services associated with the Nueces River Rail Yard – Phase 2.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



CH2MHILL

555 N. CARANCAHUA, SUITE 310
CORPUS CHRISTI, TEXAS 78401
TEL: (361) 888-8100
FAX: (361) 888-8600
TBPE FIRM NO. 3699

THIS DRAWING WAS RELEASED FOR
THE PURPOSE OF REVIEW BY GREG
PESEK, TEXAS P.E. NO. 71078 ON
JULY 2, 2013.

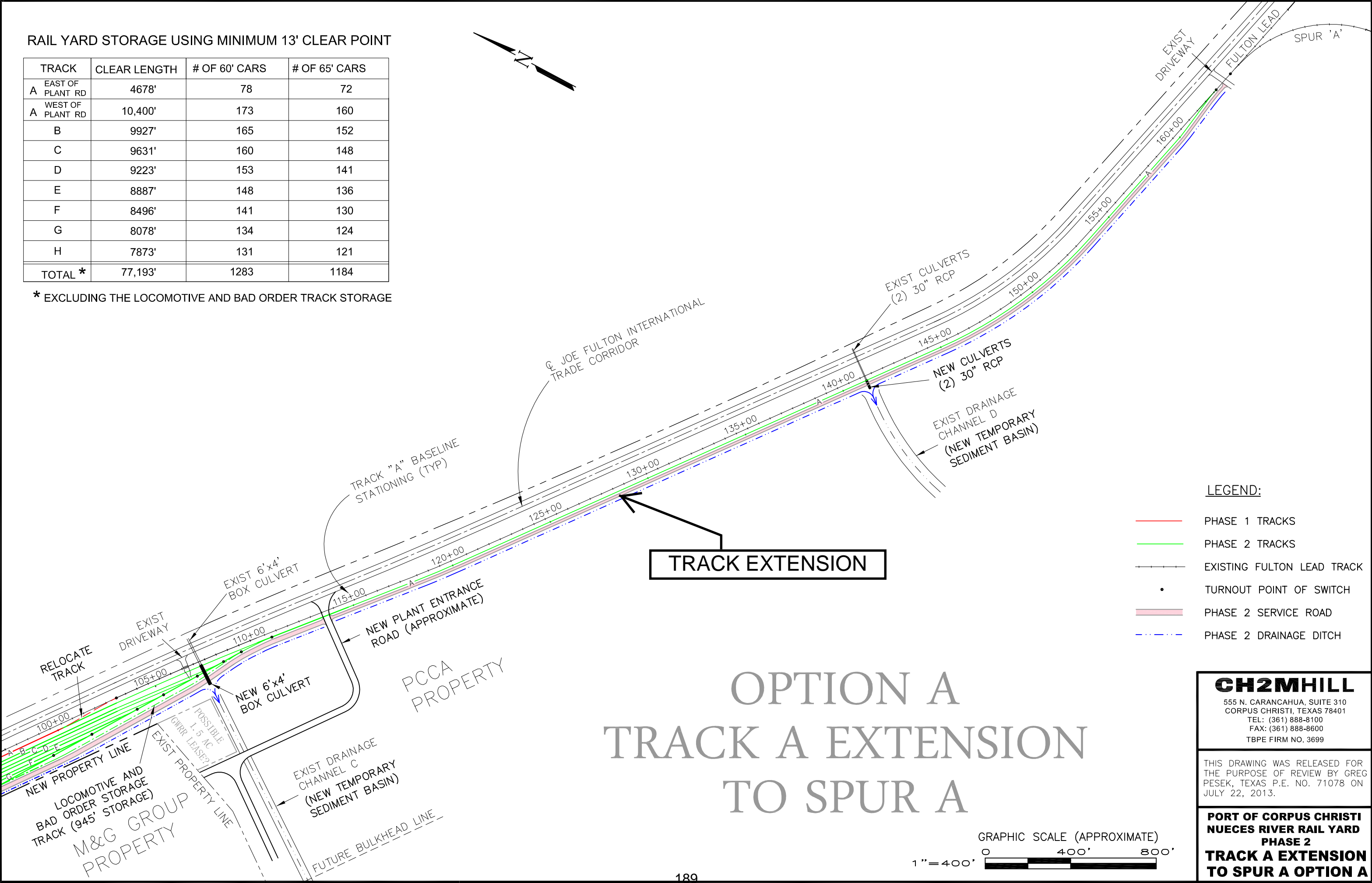
**PORT OF CORPUS CHRISTI
NUECES RIVER RAIL YARD**

**M&G DIRECT
CONNECT TRACK**

RAIL YARD STORAGE USING MINIMUM 13' CLEAR POINT

TRACK	CLEAR LENGTH	# OF 60' CARS	# OF 65' CARS
A EAST OF PLANT RD	4678'	78	72
A WEST OF PLANT RD	10,400'	173	160
B	9927'	165	152
C	9631'	160	148
D	9223'	153	141
E	8887'	148	136
F	8496'	141	130
G	8078'	134	124
H	7873'	131	121
TOTAL *	77,193'	1283	1184

* EXCLUDING THE LOCOMOTIVE AND BAD ORDER TRACK STORAGE





DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-J

**Approve Service Order No. 3 of the Professional Services Master Agreement
with RVE Inc. for Design Phase Services for Security Grant 11**

In 2011, the U.S. Department of Homeland Security approved funds in the amount of \$1,335,555 under the 11th round of federal grants for security improvements at the Port of Corpus Christi. The grant award provides 100% of the funding with no PCCA match required.

In 2002, the PCCA selected RVE Inc. to work as the Port's security engineer. For projects such as these that involve the use, access, and development of security systems and sensitive information, once the primary engineering firm is selected, that firm continues to be selected to provide similar services. This practice limits the number of vendors who have access to the highly sensitive security systems that have been developed over the years. The PCCA has continued to use RVE for these reasons as allowed under the rules of the federal procurement guidelines.

PCCA staff has finalized the scope of work for Security Grant 11, Project 2A, Nueces River Rail Yard Fencing, which includes installing security fencing between the Joe Fulton International Trade Corridor and the Nueces River Rail Yard, and recommends that we select RVE to perform the professional engineering services for this project. Listed below are the amounts awarded in the grant for engineering services:

<u>Project 2A</u>	
Basic Design Engineering	\$ 37,136
Project Management	\$ 13,926
Construction Inspection	\$ 13,926
Other Consultants/Costs	<u>\$ 4,642</u>
Total Estimated Cost	\$ 69,630

Staff recommends approval of Service Order No. 3 to Professional Services Master Agreement No. 13-06 with RVE Inc. in an amount not to exceed \$69,630 for professional engineering services associated with Project 2A of Security Grant 11.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-K

Ratify the Engagement of RVE Inc. as the Design Engineer and Project Manager for the Security Projects Funded by Security Grants 8 and 9

On July 23, 2013, Greg Manning, a Grants Management Specialist with the U.S. Department of Homeland Security FEMA Region 6, conducted an audit of the recently completed Security Grants 8 and 9. The initial report, according to Mr. Manning, is very positive, and all the financial recordkeeping appears to be in order. He has 45 days to complete the official report and submit his findings. One issue, however, that Mr. Manning has asked the PCCA to address is the basis for engaging RVE, Inc., as the design consultant for Security Grant 8 and 9 projects without a competitive selection process.

The first FEMA funded security upgrade projects at the Port of Corpus Christi occurred in 2002. With that first \$2.7 million grant, the PCCA solicited a Request for Qualifications from engineering firms to provide design and project management services for the PCCA's first round of security grant projects. Four firms were short-listed and evaluated by the selection team. The team chose RVE Inc. to provide engineering/project management services with Bath Engineering Corp. providing the mechanical and electrical components for the projects. On June 7, 2002, the Port Commission approved the selection of these firms. This is the federally accepted method of procurement for consultant services on grant-funded contracts.

One critically important project in this first security grant was the design of the PCCA's security command center. This facility serves as the headquarters for the PCCA's Police Department and houses all the command and control computers, servers, camera equipment, and software programs, making this the most security sensitive environment at the Port of Corpus Christi. RVE performed exceptionally well on that first grant, and because of their intimate knowledge of the security sensitive information involved, the PCCA retained RVE for subsequent security grant projects without a competitive selection process in order to limit the number of vendors with access to security sensitive information, which is acceptable by federal procurement standards. This procurement of services without a competitive selection process is also permitted under §§ 60.412(a)(2) and 60.412(a)(4) of the Texas Water Code.

To satisfy the request made by the Grants Management Specialist, staff recommends Port Commission ratification of the engagement of RVE Inc., without a competitive selection process, as the design engineer and project manager for the security projects funded by Security Grants 8 and 9 for the following reasons: (1) to limit the number of vendors with access to sensitive security information as allowed under Section 6.302-6 of the Federal Acquisition Regulation; (2) the engagement was exempt from the competitive procurement process under § 60.412(a)(2), Texas Water Code, because these services were necessary to preserve or protect the safety of the residents within the jurisdiction of PCCA; (3) the engagement was exempt from the competitive procurement process under § 60.412(a)(4), Texas Water Code, because these services were considered professional services under Texas law; and (4) to prevent the dissemination of sensitive security information as described in 49 CFR 15.5 .

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 18-L

Approve Professional Services Purchase Order and Amendment to the Scope of Work of the Consulting Services Agreement with Sage Environmental Consulting, L.P., for Environmental Services Supporting Air Permitting at the Bulk Terminal

PCCA maintains two air permits at the Bulk Terminal— Permit #47881 for loading and unloading operations that occur using the gantry crane at Bulk Dock 1 and Permit #9498 for operations at the Bulk Dock 2 facility, which has a system of conveyor belts that can load and unload to and from trucks, railcars, and vessels. Due to planned expansion activities, these permits need to be amended from time to time; and, since the public has expressed significant interest in our operations at the Bulk Terminal regarding potentially handling coal, the permit amendment process can be fairly extensive.

In 2012, PCCA staff conducted consultant interviews with several air permitting companies who could assist the PCCA with permitting amendment activities at the Bulk Terminal. Staff selected Sage Environmental Consulting, L.P. (Sage), and entered into a Consulting Master Services Agreement with Sage on November 30, 2012, with a scope of work that included an update to the Permit Amendment for Bulk Dock 1 that was already in place with the Texas Commission on Environmental Quality (TCEQ), development of an amendment application for Bulk Dock 2, and several other air permitting compliance activities. The fee for this scope of work was \$48,509, and much of the activity has been completed.

Staff has since determined, in consultation with Sage, that additional work is required beyond that in the original scope of work in order to complete the permitting process. The additional work includes further consultation with the TCEQ on the still pending Bulk Dock 1 permit amendment; additional evaluation and modeling with regard to the Bulk Dock 2 permit due to a revised permit approach; and a Permit By Rule evaluation and documentation compliance demonstration for maintenance, start up and shut down activities at the Bulk Terminal. Fees for the additional work are estimated to be \$32,000.

Staff recommends approval of an additional Professional Services purchase order in the amount of \$32,000 with Sage Environmental Consulting, L.P., to amend the original scope of work as described above, which will bring the total contract amount to \$80,509.

LEAD CONTACT: David Krams; 885-6134; krams@pocca.com



DATE: August 13, 2013

FROM: John LaRue; 885-6189; john@pocca.com

AGENDA ITEM NO. 19

EXECUTIVE DIRECTOR'S REPORT

HUMAN RESOURCES

General:

New Hires: Anthony Garcia, Maintenance Worker (Maintenance Department)
Miranda Green, Accounts Receivable Specialist (Accounting Department)

Exams Conducted:

- (1) Pre-Placement Physical Examination along with (1) drug test
- (2) Post-accident Drug Tests
- (7) Random drug tests

Additionally, meetings were held with staff to discuss Human Relations, Recruitment, Staffing and Employee Development.

Contract Participation:

Human Resources, in conjunction with Engineering, conducted an overview of the program which included outreach opportunities and the E-Bid web page for vendor registration.

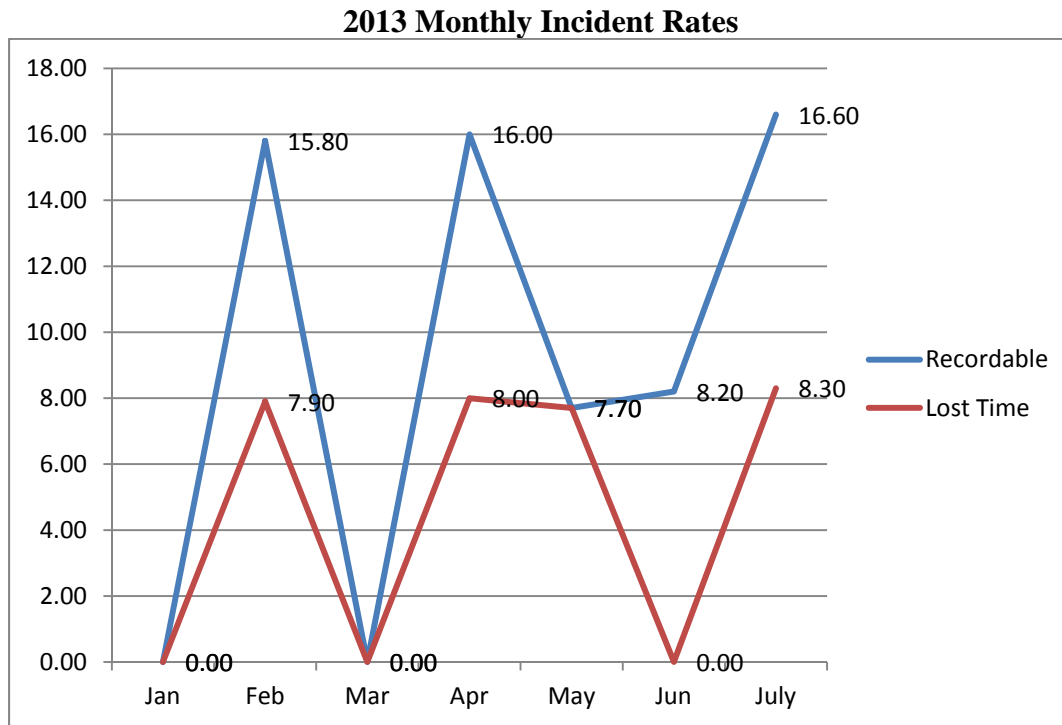
As of the end of July, there are a total of 320 vendors registered on the established (E-Bid System) web site for business doing and wanting to do business with PCCA. Of the vendors registered, 126 are target group vendors. Target group vendors are: Disadvantaged Business Enterprise (DBE), Historically Underutilized Business (HUB), Minority Business Enterprise (MBE), Woman Owned Business (WOB), and Small Business Enterprise

Workers Compensation:

The following table reflects the **total** on-the-job injuries reported as of July 31, 2013

	Dept.	Date of Injury	Date Lost Time began	Date returned to work	Occurrence	Medical Expenses	Total lost days	Workers Compensation Wages
1	Maint.	2/7/2013	N/A	N/A	fell	\$290.00	N/A	N/A
2	Maint.	2/11/2013	2/12/2013	2/25/2013	injured while working on fence	\$495.30	13	\$269.00
3	PD	2/13/2013	N/A	N/A	injured while training at range	N/A	N/A	N/A
4	Maint.	4/10/2013	4/11/2013	N/A	injured while working on fire boat	\$1,005.00	112	\$6,789.42
5	Maint.	4/26/2013	N/A	N/A	injured while removing bolts	\$255.00	N/A	N/A
6	Maint.	5/2/2013	5/16/2013	N/A	injured while installing roof	\$775.00	76	\$4,830.00
7	BD	6/14/2013	N/A	N/A	injured while lifting luggage	\$255.00	N/A	N/A
8	Maint.	7/25/2013	N/A	N/A	heat exhaustion	\$771.00	N/A	N/A
9	Maint.	7/26/2013	7/27/2013	7/30/2013	fell	\$265.00	4	N/A
	Totals					\$4,111.30	205	\$11,888.42

Below is a graphical representation of the monthly incident rates for **recordable injuries** (8) and **lost time injuries** (4) as of July 31, 2013. Incident rates are calculated using the formula: (Number of injuries and illnesses X 200,000) / Total Employee hours worked



The YTD Recordable Incident Rate is **8.6** and the YTD Lost Injury Incident Rate is **4.3**. The average number of lost work days per 8 recordable injuries and illnesses is **25.6**. The Severity Rate, the number of lost work days experienced per 100 employees, is **221.5** for YTD 2013. Severity Rate is calculated: (total number of lost days X 200,000) / total hours worked

**Port of Corpus Christi Authority
Organizational Chart
June 30, 2013**

DEPARTMENTS	Exempt	Non-Exempt	Temporary	Total
Executive Director	3	0	0	3
Human Resources	2	3	0	5
Managing Director	2	0	0	2
Engineering Services	12	2	2	16
Finance & Admin.	1	1	0	2
Accounting	3	7	0	10
Information Tech	7	0	0	7
Business Development	3	1	1	5
Communications	3	0	0	3
Operations	6	0	0	6
Maintenance	2	39	0	41
Harbormaster's Office	1	8	0	9
Bulk Handling Facility	3	15	0	18
Security/Police Dept.	5	38	0	43
TOTAL	53	114	3	170

E - EXEMPT

NE - NON-EXEMPT

H - HOURLY

T - TEMPORARIES

COMMUNICATIONS

July Employee Events:

- Attended various meetings regarding taking over Wellness Program
- Visit to Kirby – Houston
- Social Media Training for Commissioners, Staff & Managers
- ADA Board Meeting
- Wellness Board meeting
- ISO 14001 Meeting
- TXDOT Commissioners visit
- Hosted START monthly meeting
- START Marketing Committee meeting
- Security Training
- EMS Audit Training

Port Presentations & Tours:

- | | |
|------------------------------------|----------------|
| • FFA Student Committee Board | August 1, 2013 |
| • Sister City Port Presentation | August 2, 2013 |
| • Cotton Council Port Presentation | August 7, 2013 |

Employee & Community Events:

- | | |
|------------------------------------------------|---------------|
| • 26 th Annual Big Bang Celebration | July 4, 2013 |
| • Education is our Freedom | July 10, 2013 |
| • Port CC Company Picnic | July 13, 2013 |
| • Feria de las Flores | July 27, 2013 |

Media/Publications Interviews Coordination

- SeaTrade Magazine - Interview with Lori Musser – John LaRue
- US Port For Panama Maritimo – Interview with Michell Laburt, John LaRue
- 2014 Port Directory – Setting Interview with Port Customers & Staff – Paul Abbott, Editor
- Breakbulk Magazine – Port Editorial 500 words

July Projects:

- Web Development - (*see attached for detailed views*)
- Providing blog style updates with original content and links to publications featuring our Port. This provides great benefits to SEO (Search Engine Optimization) and inspires mentions and sharing between entities.
 - Recording Web Stats (Google Analytics 6.28 – 7.28, 2013) –
 - 8,388 total Visits with 5,630 Unique Visitors; 60.5% New Visitors, 39.5% Returning Visitors

- Top Visitor Locations/# of Visitors (75 total locations) :
 - United States : 7,578
 - Mexico : 172
 - India : 56
 - The U.K., Colombia, and China ~ 40 – 50
 - Canada, Germany, Peru, Austria ~ 30 - 40
- Top Traffic Sources :
 - Direct : 4,145 - 49.5%
 - Search : 3,621 – 43.2%
- Google : 2,778
- Bing : 457
- Yahoo : 316
- Referrals : 622 – 7.4%
 - T21.com.mx : 99
 - Americaeconomia.com : 49
 - Portofcorpuschristi.com : 41
 - Google.com : 40
- Web Ranking (Alexa.com three month avg.):
 - Currently 8.65 M in world rankings. This number fluctuates greatly. Our rankings improved by 8.46 M over the previous three month period!
 - Sites linking in (Alexa.com three month average) : 153
 - Updated data and images for the Facilities northside pages
- Social Media

Linda Zimmer provided valuable insight on Social Media opportunities further validating the purpose that the Communications Department has been working towards. We continue researching the use of social media for future implementation. Finalizing graphics for Twitter, Face Book and Google+ accounts
- Photography
 - Port beauty photos
 - General photos of Port operations/resources/abilities
 - Loading wind turbine components, Southside
 - Project cargo barge ro/ro offload, Northside
 - Project cargo direct to rail discharge, Southside
 - Tanker and barge movement in the Inner Harbor and Oil Docks
 - La Quinta Extension dredging
 - Assisted PD with photographs of accident scene on JFC
 - TxDot Tour
 - Ortiz Center architectural photos for new web site
 - Employee's for Who's Who, PD Analyst/Dispatchers
- Video
 - Added new images to update the Port Initiatives map/flyover video
 - Working on a new general cargo video for Business Development to use at an upcoming event

- Public Relations
 - Co-coordinated composition and distribution of “Our Port” newsletter
 - Adding new contacts to lists for distribution of press release and newsletter
 - Highlight of Port Security and Analysts/Dispatcher employees for “Who’s Who @Our Port” newsletter
 - Participated in the Convention Visitors Bureau board retreat
 - Assisted TxDot group visit
 - Working with IT developing the EMS/Gulf Environmental Website
- Marketing
 - Preparing for upcoming annual events:
 - Visit to KCS (Aug 27) and UP (Oct 3)
 - BreakBulk Conference & Trade Show (Sept 23-26)
 - FITAC – (Oct 2-4)
 - Central American Ports Conference
 - APLA – (Nov16-19)
 - Creating original content for <http://portofcorpuschristi.com>
 - SEO (Search Engine Optimization) trying to improve our ranks in search results
 - Social Media research
 - Assist w/update of presentation for different departments
 - Compilation of stories and photos for Our Port newsletter
 - Tracking and maintaining a list of Port Corpus Christi in the news over 20 mentions for June, see attached PortCCNews list
 - Multimedia content production

July Media Coverage:

06.26.2013	EagleFordShale.com	Port of Corpus Christi has barges waiting to move Eagle Ford oil
	The Boom at Eagle	
06.26.2013	Ford Shale	Port of Corpus Christi has barges waiting to move Eagle Ford oil
06.26.2013	AJOT	Corpus Christi's Mower helps bring diverse development to South TX
06.27.2013	Reuters	Exxon books US-flagged American Phoenix tanker at near record \$100,000/day
06.27.2013	KRISTV	State Commission approves funding for Harbor Bridge replacement
	Bloomberg	
06.28.2013	Businessweek	Texas agency pledges \$310M for new Harbor Bridge
07.01.2013	Chicago Tribune	Analysis: Shale oil storm blows U.S. Tanker trade out of doldrums
07.01.2013	Reuters	Analysis: Shale oil storm blows U.S. Tanker trade out of doldrums
07.01.2013	Progressive Railroading	Texas port signs off on pacts for new rail-served resins plant
	Pittsburgh Post-Gazette	
07.01.2013	Pipeline	Analysis: Shale oil storm blows U.S. Tanker trade out of doldrums
	AAPA Seaports	
07.01.2013	Advisory	Corpus Christi Port Commissioner Canales Sworn In
		voestalpine entrusts construction of the direct reduction plant in Texas to Siemens and Midrex
07.04.2013	voestalpine.com	
07.04.2013	Steel Orbis	Siemens and Midrex to build voestalpine's DRI plant in Texas
07.05.2013	AMM	voestalpine signs up partners for HBI facility

07.05.2013	Steel Guru	voestalpine entrusts construction of the direct reduction plant in Texas to Siemens and Midrex
07.06.2013	Tenders Info	voestalpine entrusts construction of the direct reduction plant in Texas to Siemens and Midrex
07.08.2013	Auto Balla New York Business	voestalpine awards Siemens, Midrex contract to build HBI facility
07.08.2013	Journal	What's next: Earnings and business reports due July 9-11
07.09.2013	Caller Times	Port of Corpus Christi agrees to security sweep
07.09.2013	Caller Times	Port commissioners to ponder consultant contracts for security scenarios Port of Houston Authority recognized as Best in the Nation by Rail Association
07.15.2013	Deer Park Broadcaster	
07.16.2013	Siemens.com Steel Times	Plant will produce two million metric tons of hot briquetted iron per year
07.21.2013	International	voestalpine awards contract for HBI plant in Texas

Marketing of the Port – MDR:

July Marketing Projects:

In July, we continued to update and work on several brochures for communications. The Wind Brochure underwent a complete redesign, and now includes a portion on export of wind components. The FTZ brochure has new content regarding the extended zone areas and a map (included below) showing the coverage of FTZ #122. We continue to work on the Eagle Ford Shale Developments Brochure, which will showcase the Port projects underway to accommodate EFS movements. Also in the works is the Crisis Prevention and Response Brochure (previously Active Shooter Brochure), which gives employees helpful tips to handling a crisis situation. We are working to brand our social media accounts with graphics and we'll be employing those soon. Ongoing efforts with the START initiative are beginning to broaden in scope and we will be focusing on how to actively market the initiative.

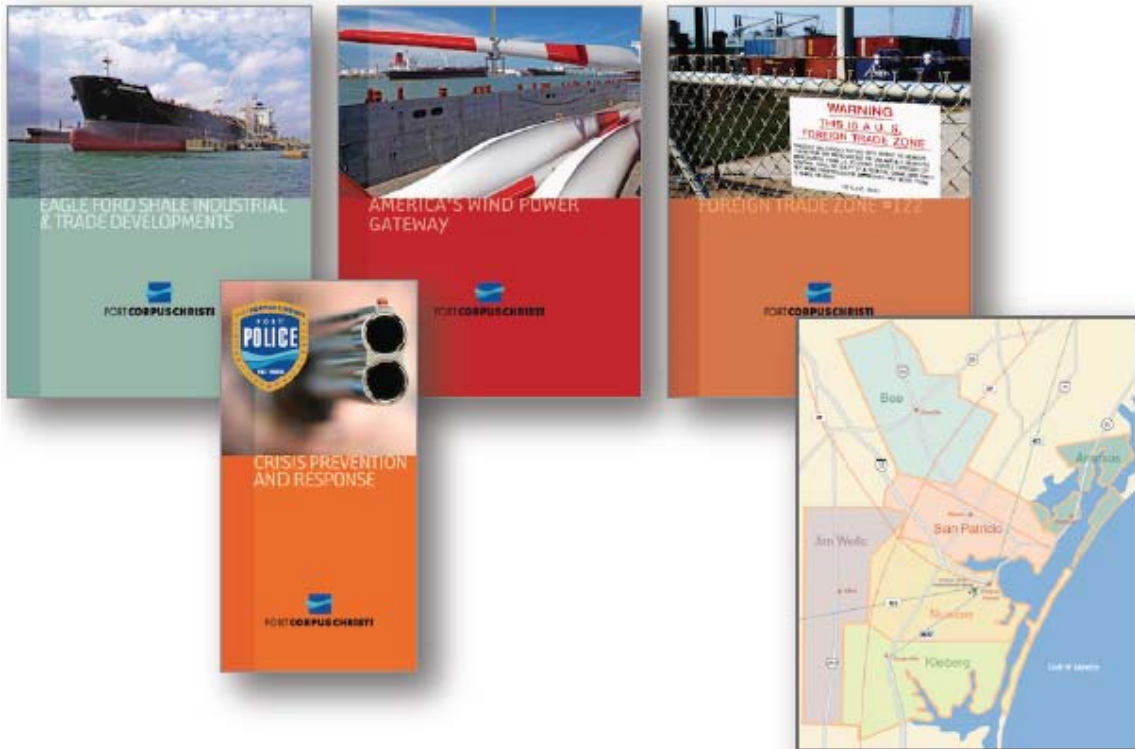
Current Projects:

- START Initiatives
- 2013 Media Planning - Ongoing
- Port FTZ Brochure – Updates & Printing
- Eagle Ford Shale Brochure & Printing
- Wind Brochure Updates & Printing
- Social Media Graphics

July 2013 Editorial Focus Ad Content:

- *American Jnl of Transportation* / Latin American Trade / Improving Your Supply Chain Logistics
- *AJOT.com* / Run of Site Banner / Improving Your Supply Chain Logistics
- *Breakbulk.com* / Run of Site Banner / Oversized Cargo? We're all over it.
- *CentralAmericaData.com* / Cargo Transp. & Logistics Channel / Su alianza logística en Texas
- *LaRepublica.com.co* / Rotating Banner / Home, Economics, Bus. / Su alianza logística en Texas
- *T21.com.mx* / Box Banner Ad / Su alianza logística en Texas

Current Marketing Developments:



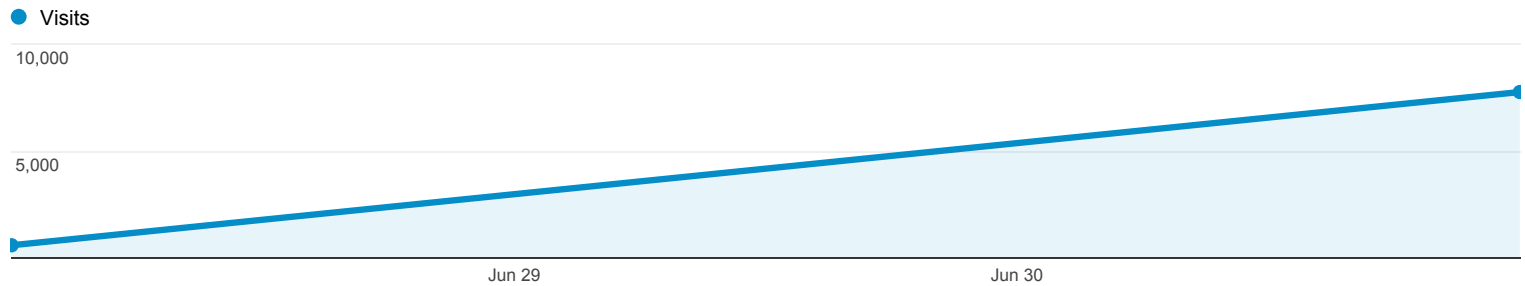
PCC - <http://www.portofcorpuschristi.com>
PCC

Audience Overview

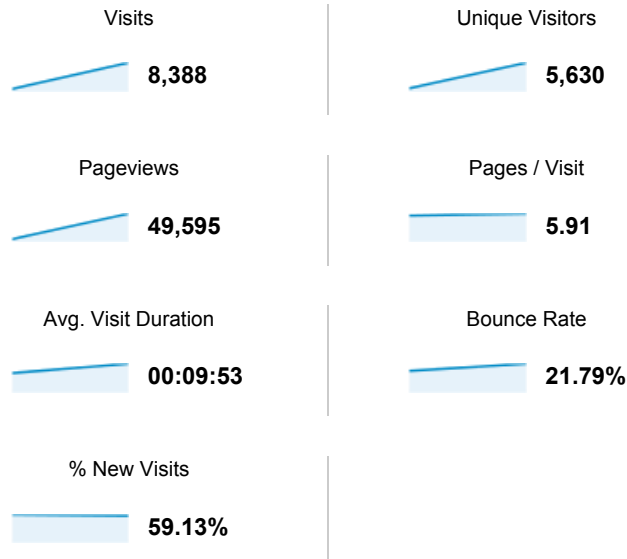
Jun 28, 2013 - Jul 28, 2013

● % of visits: 100.00%

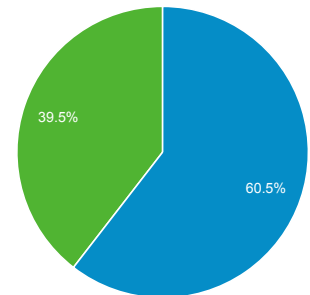
Overview



5,630 people visited this site



■ New Visitor ■ Returning Visitor



Language		Visits	% Visits
1.	en-us	7,724	92.08%
2.	es	139	1.66%
3.	es-es	130	1.55%
4.	en	103	1.23%
5.	zh-cn	53	0.63%
6.	de	28	0.33%
7.	en-gb	27	0.32%
8.	de-de	25	0.30%
9.	es-us	20	0.24%
10.	pt-br	16	0.19%

[view full report](#)

PCC - <http://www.portofcorpuschristi.com>
PCC

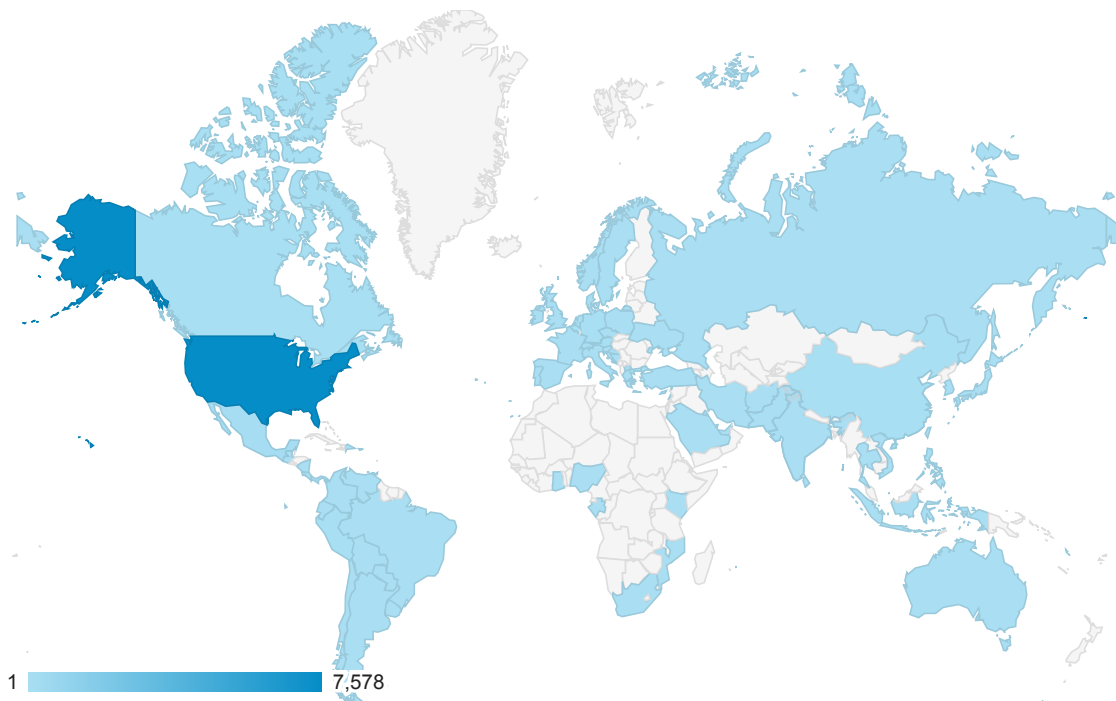
Location

Jun 28, 2013 - Jul 28, 2013

 % of visits: 100.00%

Map Overlay

Site Usage



Country / Territory	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
	8,388 % of Total: 100.00% (8,388)	5.91 Site Avg: 5.91 (0.00%)	00:09:53 Site Avg: 00:09:53 (0.00%)	60.48% Site Avg: 59.13% (2.28%)	21.79% Site Avg: 21.79% (0.00%)
1. United States	7,578	5.95	00:10:13	57.39%	23.58%
2. Mexico	172	4.09	00:09:26	93.02%	9.88%
3. India	56	8.64	00:04:38	78.57%	3.57%
4. United Kingdom	51	5.82	00:01:41	94.12%	5.88%
5. Colombia	48	5.02	00:09:44	83.33%	6.25%
6. China	41	4.12	00:00:23	75.61%	17.07%
7. Canada	37	6.73	00:01:35	86.49%	0.00%
8. Germany	37	7.30	00:03:37	91.89%	0.00%
9. Peru	29	3.59	00:14:54	100.00%	10.34%
10. Austria	28	7.82	00:08:48	75.00%	0.00%
11. Philippines	25	5.04	00:01:05	60.00%	0.00%
12. Brazil	20	5.95	00:10:44	95.00%	0.00%
13. (not set)	18	5.83	00:18:02	100.00%	0.00%
14. France	13	7.00	00:01:06	92.31%	0.00%
15. Netherlands	13	8.31	00:16:40	92.31%	0.00%
16. Japan	11	4.09	00:01:22	100.00%	0.00%
17. Panama	11	6.82	00:00:38	100.00%	36.36%

18.	Denmark	10	7.80	00:04:46	90.00%	0.00%
19.	Ecuador	9	3.22	00:02:43	100.00%	0.00%
20.	Italy	9	5.56	00:02:47	88.89%	0.00%
21.	Venezuela	9	5.11	00:01:52	100.00%	0.00%
22.	Australia	8	9.38	00:36:55	100.00%	0.00%
23.	Switzerland	8	4.88	00:00:19	25.00%	0.00%
24.	Spain	8	3.00	00:00:03	100.00%	0.00%
25.	Singapore	8	5.38	00:02:08	87.50%	12.50%
26.	Thailand	8	8.62	00:05:14	100.00%	0.00%
27.	Chile	7	5.14	01:12:28	100.00%	0.00%
28.	Norway	7	7.29	00:01:38	85.71%	0.00%
29.	Argentina	6	3.33	00:00:15	100.00%	0.00%
30.	Greece	6	3.50	00:27:11	100.00%	0.00%
31.	South Korea	6	4.33	00:00:35	100.00%	0.00%
32.	Poland	6	8.33	00:01:07	50.00%	0.00%
33.	Costa Rica	5	4.80	00:02:03	100.00%	0.00%
34.	Russia	5	6.00	00:01:04	100.00%	0.00%
35.	Sweden	5	4.20	00:00:11	100.00%	0.00%
36.	Turkey	5	11.40	00:01:14	100.00%	0.00%
37.	Guatemala	4	3.75	00:00:11	100.00%	0.00%
38.	Hong Kong	4	12.00	00:40:26	100.00%	0.00%
39.	Bolivia	3	3.00	00:00:03	100.00%	0.00%
40.	Lebanon	3	2.67	00:00:01	100.00%	0.00%
41.	Taiwan	3	3.00	00:00:03	100.00%	0.00%
42.	Vietnam	3	3.00	00:00:00	100.00%	0.00%
43.	South Africa	3	4.00	00:00:17	100.00%	0.00%
44.	United Arab Emirates	2	12.00	00:05:00	100.00%	0.00%
45.	Belgium	2	4.00	00:00:17	100.00%	0.00%
46.	Cyprus	2	6.00	00:00:17	100.00%	0.00%
47.	Dominican Republic	2	6.00	00:00:51	100.00%	0.00%
48.	Croatia	2	3.00	00:00:01	100.00%	0.00%
49.	Iran	2	3.00	00:00:02	100.00%	0.00%
50.	Kenya	2	3.00	00:00:05	100.00%	0.00%
51.	Sri Lanka	2	4.00	00:02:45	100.00%	0.00%
52.	Paraguay	2	2.00	00:00:03	100.00%	50.00%
53.	Qatar	2	6.00	00:01:59	100.00%	0.00%
54.	Afghanistan	1	6.00	00:00:38	100.00%	0.00%
55.	Bosnia and Herzegovina	1	3.00	00:00:00	100.00%	0.00%
56.	Czech Republic	1	3.00	00:00:01	100.00%	0.00%
57.	Gabon	1	2053.00	00:00:02	100.00%	0.00%

58.	Ghana	1	3.00	00:00:07	100.00%	0.00%
59.	Indonesia	1	3.00	00:00:00	100.00%	0.00%
60.	Ireland	1	6.00	00:00:16	100.00%	0.00%
61.	Kuwait	1	9.00	00:03:17	100.00%	0.00%
62.	Macedonia [FYROM]	1	3.00	00:00:00	100.00%	0.00%
63.	Mauritius	1	3.00	00:00:01	100.00%	0.00%
64.	Mozambique	1	3.00	00:00:00	100.00%	0.00%
65.	Nigeria	1	6.00	00:02:13	100.00%	0.00%
66.	Nicaragua	1	3.00	00:00:00	100.00%	0.00%
67.	Pakistan	1	15.00	00:00:17	100.00%	0.00%
68.	Puerto Rico	1	3.00	00:00:00	100.00%	0.00%
69.	Portugal	1	3.00	00:00:01	100.00%	0.00%
70.	Saudi Arabia	1	3.00	00:00:12	100.00%	0.00%
71.	Slovenia	1	3.00	00:00:00	100.00%	0.00%
72.	Trinidad and Tobago	1	3.00	00:00:12	100.00%	0.00%
73.	Ukraine	1	6.00	00:01:47	100.00%	0.00%
74.	Uruguay	1	3.00	00:00:00	100.00%	0.00%
75.	Vanuatu	1	3.00	00:00:09	100.00%	0.00%

Rows 1 - 75 of 75

PCC - <http://www.portofcorpuschristi.com>
PCC

All Traffic

Jun 28, 2013 - Jul 28, 2013

100% of visits: 100.00%

Explorer

Site Usage

Visits

10,000

5,000

Jun 29

Jun 30

	Keyword	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
		8,388 % of Total: 100.00% (8,388)	5.91 Site Avg: 5.91 (0.00%)	00:09:53 Site Avg: 00:09:53 (0.00%)	60.48% Site Avg: 59.13% (2.28%)	21.79% Site Avg: 21.79% (0.00%)
1.	(not set)	4,767	4.37	00:07:34	52.78%	37.17%
2.	(not provided)	1,063	8.13	00:09:00	78.74%	1.79%
3.	port of corpus christi	754	10.03	00:37:23	53.98%	0.27%
4.	corpus christi	224	3.91	00:01:05	96.88%	0.00%
5.	port of corpus christi jobs	62	4.92	00:01:37	66.13%	0.00%
6.	port of corpus christi authority	59	8.44	00:01:55	62.71%	0.00%
7.	port corpus christi	57	11.75	00:04:38	42.11%	0.00%
8.	corpus christi port	49	7.69	00:23:17	73.47%	0.00%
9.	voestalpine corpus christi	36	6.97	00:01:58	91.67%	8.33%
10.	port of corpu	33	12.73	00:01:40	6.06%	0.00%
11.	port of corpus	28	11.25	00:04:05	42.86%	0.00%
12.	port of corpus christi commissioners	27	5.78	00:07:38	0.00%	0.00%
13.	port of corpus christi pilot board	26	4.27	00:01:00	0.00%	0.00%
14.	portofcc.com	23	4.83	00:08:48	4.35%	0.00%
15.	the port of corpus christi	23	8.17	00:07:25	56.52%	0.00%
16.	port of cc	22	11.18	00:10:25	50.00%	0.00%
17.	corpus christi port authority	19	13.68	00:06:34	63.16%	0.00%
18.	port+of+corpus+christi	17	14.59	00:08:01	94.12%	0.00%
19.	harbor island texas	15	3.80	00:00:34	86.67%	0.00%
20.	port of corpus christi texas	14	8.57	00:03:32	78.57%	0.00%
21.	pocca	207¹³	7.46	00:01:35	69.23%	0.00%
22.	portofcorpuschristi.com	11	5.91	00:00:51	51.55%	0.00%

22.	portofcorpuschristi.com	11	3.91	00:00:31	34.33%	0.00%
23.	tpco	11	4.36	00:00:50	81.82%	0.00%
24.	www.portofcorpuschristi.com	10	6.00	00:00:40	30.00%	0.00%
25.	port of corpus christi port authority	9	7.89	00:03:12	22.22%	0.00%
26.	http://portofcorpuschristi.com/	8	6.00	00:00:07	25.00%	0.00%
27.	corpus christi port police	7	9.43	00:02:33	71.43%	0.00%
28.	harbor ferry corpus christi	7	6.00	00:00:33	100.00%	0.00%
29.	http://www.portofcorpuschristi.com/	7	13.00	00:02:27	71.43%	0.00%
30.	oxy ingleside energy center	7	4.43	00:00:25	85.71%	0.00%
31.	port of corpus christi careers	7	3.86	00:08:59	71.43%	0.00%
32.	port of corpus christi ingleside	7	1.86	00:49:36	100.00%	71.43%
33.	port of corpus christi tx	7	7.29	00:01:13	71.43%	0.00%
34.	corpus christi port police department	6	7.00	00:13:01	100.00%	0.00%
35.	la quinta trade gateway	6	8.50	00:16:48	83.33%	0.00%
36.	port of cor	6	8.50	00:00:48	66.67%	0.00%
37.	port of corpus christi police	6	7.50	00:00:58	100.00%	0.00%
38.	harbor island tx	5	7.20	00:51:36	100.00%	0.00%
39.	nueces river rail yard	5	2.60	00:00:00	80.00%	20.00%
40.	pangea lng	5	4.80	00:02:08	80.00%	0.00%
41.	port corpus christi authority	5	15.00	00:16:02	80.00%	0.00%
42.	port of corpus christi tariff	5	7.80	00:07:25	20.00%	0.00%
43.	port of corpus christi, corpus christi	5	4.20	00:00:39	80.00%	0.00%
44.	corpus christi harbor master	4	15.50	00:05:23	75.00%	0.00%
45.	corpus christi port authority jobs	4	6.00	00:01:07	75.00%	0.00%
46.	corpus christi port jobs	4	5.25	00:01:15	100.00%	0.00%
47.	corpus christi wind farm	4	3.75	00:00:05	100.00%	0.00%
48.	corpus+christi	4	2.75	00:00:01	100.00%	0.00%
49.	new harbor bridge corpus christi	4	2.50	00:00:01	75.00%	25.00%
50.	port of corpus christi employment	4	4.50	00:01:32	100.00%	0.00%
51.	port of corpus christi police department	4	9.00	00:40:35	100.00%	0.00%
52.	port of corpus christi, texas	4	13.25	00:02:48	25.00%	0.00%
53.	portofcorpuschristi	4	9.00	00:01:29	50.00%	0.00%
54.	the port of corpus christi jobs	4	4.50	00:14:14	100.00%	0.00%
55.	trafigura terminals	4	3.00	00:00:03	100.00%	0.00%
56.	voestalpine	4	4.50	00:03:46	75.00%	0.00%
57.	voestalpine texas llc	4	8.25	00:00:26	100.00%	0.00%
58.	www.porofcc.com	4	6.00	00:00:08	0.00%	0.00%
59.	corpus christi harbor	3	3.67	00:02:33	100.00%	0.00%
60.	corpus christi liquefaction	3	4.00	00:08:56	66.67%	0.00%
61.	corpus christi pet/pta plants	3	8.00	00:45:04	33.33%	0.00%
62.	corpus christi port authority police	3	7.00	00:01:52	100.00%	0.00%

	63.	corpus christi pta plant		3	2.33	00:00:00	100.00%	33.33%
	64.	corpus christi state of the port		3	4.00	00:00:31	0.00%	0.00%
	65.	corpus christi, tx port		3	21.33	00:26:08	33.33%	0.00%
	66.	corpus cristi		3	3.00	00:00:01	100.00%	0.00%
	67.	dan koesema port of corpus christi		3	3.00	00:00:00	0.00%	0.00%
	68.	eddie pocca.com		3	3.00	00:00:00	100.00%	0.00%
	69.	michael scott port of corpus christi		3	22.00	00:23:10	0.00%	0.00%
	70.	oxy ingleside		3	4.33	00:45:23	100.00%	0.00%
	71.	port authority corpus christi		3	5.00	00:00:04	66.67%	0.00%
	72.	port corpus christi tariff		3	3.00	00:00:00	0.00%	0.00%
	73.	port corpus cristi		3	11.00	00:02:40	100.00%	0.00%
	74.	port of cc jobs		3	6.00	00:00:46	100.00%	0.00%
	75.	port of corp		3	13.67	00:02:17	100.00%	0.00%
	76.	port of corpus christi authority tx		3	17.00	00:07:37	66.67%	0.00%
	77.	port of corpus christi lease agreement		3	2.67	00:00:14	66.67%	66.67%
	78.	port of corpus christi map		3	10.00	00:08:40	66.67%	0.00%
	79.	port of corpus christi maps		3	7.00	00:02:56	100.00%	0.00%
	80.	port police corpus christi		3	12.00	00:04:57	66.67%	0.00%
	81.	puerto de corpus christi texas		3	2.67	00:12:33	100.00%	33.33%
	82.	tianjin pipe group corpus christi		3	4.00	00:00:10	33.33%	0.00%
	83.	tpco corpus christi		3	7.33	00:00:48	66.67%	33.33%
	84.	www.pocca.com		3	3.00	00:00:01	33.33%	0.00%
	85.	barbara canales corpus christi		2	3.00	00:00:11	50.00%	0.00%
	86.	can you tour the port of corpus christi		2	2.00	00:01:03	0.00%	50.00%
	87.	corpus christi energy production		2	4.50	00:00:27	0.00%	0.00%
	88.	corpus christi grain exchange inc		2	9.00	00:02:33	100.00%	0.00%
	89.	corpus christi harbor ferry		2	3.00	00:00:00	100.00%	0.00%
	90.	corpus christi iron plant		2	3.00	00:00:01	100.00%	0.00%
	91.	corpus christi media		2	4.50	03:11:22	100.00%	0.00%
	92.	corpus christi port a		2	3.00	00:00:00	100.00%	0.00%
	93.	corpus christi port expansion		2	9.00	00:26:25	100.00%	0.00%
	94.	corpus christi rank		2	3.00	00:00:01	50.00%	0.00%
	95.	corpus christi terminal railroad		2	3.00	00:00:00	100.00%	0.00%
	96.	corpus christi trafigura		2	4.50	00:00:06	100.00%	0.00%
	97.	corpus christi tx 哪里		2	3.00	00:00:15	100.00%	0.00%
	98.	corpus christi tx, port		2	6.00	00:00:08	0.00%	0.00%
	99.	corpus christi voest		2	13.50	00:02:41	100.00%	0.00%
	100.	corpus christi 旅游		2	2.50	00:00:54	50.00%	0.00%
	101.	corpus christi, tx, usa crude terminal		2	3.00	00:00:01	50.00%	0.00%
	102.	corpus christie		2092	3.00	00:00:02	100.00%	0.00%

103.	david krams pocca	2	3.00	00:00:01	100.00%	0.00%
104.	eddie+martinez+port+of+corpus+christi	2	7.50	00:11:02	100.00%	0.00%
105.	frank brogan port corpus christi	2	9.00	00:00:24	50.00%	0.00%
106.	harbor bridge corpus christi cable stay	2	3.00	00:00:01	100.00%	0.00%
107.	harbor cruise corpus christi	2	2.00	00:00:00	100.00%	50.00%
108.	harbor island ferry texas	2	3.00	00:00:00	100.00%	0.00%
109.	harbor island, texas	2	3.00	00:00:00	100.00%	0.00%
110.	harbour island texas	2	3.00	00:00:01	100.00%	0.00%
111.	invitation to bid on security for the port of corpus christi, texas	2	6.00	00:01:21	0.00%	0.00%
112.	jobs in the port of corpus christi	2	4.50	00:00:43	100.00%	0.00%
113.	la quinta terminal corpus christi	2	3.00	00:00:01	50.00%	0.00%
114.	oil companies in corpus christi tx	2	6.00	00:00:19	100.00%	0.00%
115.	oxy export terminal corpus christi	2	3.00	00:00:01	100.00%	0.00%
116.	pocca.org	2	7.50	00:08:47	100.00%	0.00%
117.	port a corpus christi	2	4.50	00:00:39	100.00%	0.00%
118.	port authority corpus christi texas	2	3.00	00:00:03	100.00%	0.00%
119.	port authority of corpus christi	2	15.00	00:04:11	100.00%	0.00%
120.	port authority of corpus christi texas	2	6.00	00:01:52	50.00%	0.00%
121.	port corupus christi	2	9.00	00:00:47	0.00%	0.00%
122.	port industries of corpus christi	2	9.00	00:06:13	100.00%	0.00%
123.	port jobs in corpus christi tx	2	7.50	00:01:10	100.00%	0.00%
124.	port of corpus ch	2	6.00	00:01:27	50.00%	0.00%
125.	port of corpus chris	2	9.00	00:00:12	0.00%	0.00%
126.	port of corpus christi cruises	2	4.50	00:00:36	100.00%	0.00%
127.	port of corpus christi data	2	25.50	00:07:16	0.00%	0.00%
128.	port of corpus christi job openings	2	3.00	00:00:01	50.00%	0.00%
129.	port of corpus christi nueces river railyard bids	2	4.50	00:12:57	100.00%	0.00%
130.	port of corpus christi rail expantion	2	3.00	00:00:01	0.00%	0.00%
131.	port of corpus christi regulations	2	9.00	00:09:19	50.00%	0.00%
132.	port of corpus christi security	2	6.00	00:00:19	50.00%	0.00%
133.	port of corpus christi security office	2	9.00	00:09:08	0.00%	0.00%
134.	port of corpus christi traffic board	2	7.50	00:05:46	0.00%	0.00%
135.	port of corpus christi, tx	2	7.50	00:03:19	100.00%	0.00%
136.	port of corpus christi,ruben medina	2	6.00	00:00:26	100.00%	0.00%
137.	port of corpus christie	2	6.00	00:00:31	100.00%	0.00%
138.	port of corpus chsriti logo	2	3.00	00:00:00	0.00%	0.00%
139.	port of corpus'	2	3.00	00:00:04	0.00%	0.00%
140.	port of of corpus christi	2	15.50	01:09:57	100.00%	0.00%
141.	port users	2	3.00	00:00:05	100.00%	0.00%
142.	ships due in corpus christi	210	9.00	00:02:16	50.00%	0.00%
143.	tenn projects	2	3.00	00:00:01	100.00%	0.00%

143.	tpco gregory tx	2	3.00	00:00:01	100.00%	0.00%
144.	tpco project in corpus christi	2	3.00	00:00:00	50.00%	0.00%
145.	trafigura terminal corpus christi	2	3.00	00:00:02	100.00%	0.00%
146.	trifigura refinery corpus christi tx	2	3.00	00:00:00	50.00%	0.00%
147.	voestalpine+texas	2	6.00	00:00:58	0.00%	0.00%
148.	wind power corpus christi	2	3.00	00:00:01	100.00%	0.00%
149.	www.portofcc.com	2	28.50	00:51:24	50.00%	0.00%
150.	"foreign trade zone nueces county"	1	3.00	00:00:00	100.00%	0.00%
151.	"port authority of corpus christi"	1	24.00	00:06:03	100.00%	0.00%
152.	"port of corpus christi" harbor island	1	3.00	00:00:01	0.00%	0.00%
153.	"tpco" "terrorism"	1	3.00	00:00:01	0.00%	0.00%
154.	#1 harbor island hwy 361 harbor island tx	1	3.00	00:00:01	100.00%	0.00%
155.	• contracts awarded for new corpus christi yard	1	3.00	00:00:00	100.00%	0.00%
156.	+corpus christi port on navigation st	1	9.00	00:01:17	0.00%	0.00%
157.	1915 rincon street, corpus christi, texas	1	3.00	00:00:01	100.00%	0.00%
158.	1980 man dies in grain elevater cc tx	1	3.00	00:00:05	100.00%	0.00%
159.	361-882-5633	1	9.00	00:05:43	100.00%	0.00%
160.	361-885-6116	1	3.00	00:00:06	100.00%	0.00%
161.	78401 zone map	1	3.00	00:00:00	100.00%	0.00%
162.	adame leaves	1	3.00	00:00:01	100.00%	0.00%
163.	address for port of corpus christi old navy pier ingleside, tx	1	24.00	00:05:58	100.00%	0.00%
164.	address for port of corpus, christ, texas	1	3.00	00:00:00	100.00%	0.00%
165.	adm corpus christi elevator bid	1	3.00	00:00:01	100.00%	0.00%
166.	adm port of corpus christi tariff	1	3.00	00:00:00	100.00%	0.00%
167.	airial view laquinta ship channel	1	12.00	00:03:09	0.00%	0.00%
168.	aransas pass harbor master	1	3.00	00:00:04	0.00%	0.00%
169.	arrival notice form	1	3.00	00:00:00	100.00%	0.00%
170.	artificial reef in corpus	1	12.00	00:18:01	100.00%	0.00%
171.	barbara canales	1	3.00	00:00:00	100.00%	0.00%
172.	barbara canales port	1	3.00	00:00:00	0.00%	0.00%
173.	barbara canales port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
174.	bennie corpus christi port authority	1	21.00	00:04:21	100.00%	0.00%
175.	bulk dock 2 corpus christi rail	1	3.00	00:00:00	100.00%	0.00%
176.	bulk terminal	1	6.00	00:09:26	100.00%	0.00%
177.	business+development+llc+usa	1	6.00	00:02:21	100.00%	0.00%
178.	c-tpat annual employee training	1	3.00	00:00:00	100.00%	0.00%
179.	c-tpat visitor log form	1	3.00	00:00:00	100.00%	0.00%
180.	can i visit corpus christi wind farm	1	3.00	00:00:00	100.00%	0.00%
181.	cargo ships in corpus christi port	1	3.00	00:00:00	100.00%	0.00%
182.	cargo+ship+for+sale	1	3.00	00:00:02	100.00%	0.00%
183.	cc port authority board of directors	1	30.00	00:18:29	100.00%	0.00%

	184.	chairman message for terminal opening		1	5.00	00:05:29	100.00%	0.00%
	185.	chairman's port		1	3.00	00:00:00	100.00%	0.00%
	186.	charles zahn port aransas		1	3.00	00:00:00	100.00%	0.00%
	187.	chemtex pet project corpus		1	6.00	00:00:19	100.00%	0.00%
	188.	chillers replacements july 2013		1	3.00	00:00:01	100.00%	0.00%
	189.	chorpus christi		1	3.00	00:00:01	100.00%	0.00%
	190.	chorus christi port careers		1	6.00	00:00:22	100.00%	0.00%
	191.	christie, texas, cwa		1	6.00	00:01:47	100.00%	0.00%
	192.	city of corpus christi port police department		1	6.00	00:00:11	100.00%	0.00%
	193.	corpachristie		1	6.00	00:08:52	100.00%	0.00%
	194.	corpus cheisti port arrivals		1	3.00	00:00:04	100.00%	0.00%
	195.	corpus chrisi		1	3.00	00:00:00	100.00%	0.00%
	196.	corpus christ port grain prices		1	3.00	00:00:00	100.00%	0.00%
	197.	corpus christi (tx) port		1	3.00	00:00:10	100.00%	0.00%
	198.	corpus christi annual financial report		1	3.00	00:00:00	100.00%	0.00%
	199.	corpus christi area oil spill control association		1	3.00	00:00:00	100.00%	0.00%
	200.	corpus christi bridge project		1	12.00	00:22:57	100.00%	0.00%
	201.	corpus christi bulk dock #2 pics		1	6.00	00:00:59	100.00%	0.00%
	202.	corpus christi caller times port of corpus christi cold storage sold 2012		1	15.00	00:02:36	100.00%	0.00%
	203.	corpus christi container port		1	3.00	00:00:00	100.00%	0.00%
	204.	corpus christi container terminal		1	3.00	00:00:00	100.00%	0.00%
	205.	corpus christi eagle ford barge		1	3.00	00:00:01	100.00%	0.00%
	206.	corpus christi ferry		1	3.00	00:00:01	100.00%	0.00%
	207.	corpus christi future economy 2013		1	9.00	00:00:37	0.00%	0.00%
	208.	corpus christi future industrial developments		1	18.00	00:03:08	100.00%	0.00%
	209.	corpus christi grain elevator		1	3.00	00:00:00	100.00%	0.00%
	210.	corpus christi grain exchange		1	6.00	00:00:18	100.00%	0.00%
	211.	corpus christi grain jobs		1	3.00	00:00:03	0.00%	0.00%
	212.	corpus christi habor bridge		1	3.00	00:00:01	100.00%	0.00%
	213.	corpus christi harbor bridge		1	3.00	00:00:00	100.00%	0.00%
	214.	corpus christi harbor ferry 2013		1	6.00	00:00:23	100.00%	0.00%
	215.	corpus christi harbor navigation canal		1	3.00	00:00:00	100.00%	0.00%
	216.	corpus christi harbor ship size limits		1	6.00	00:17:19	100.00%	0.00%
	217.	corpus christi harbor tour		1	6.00	00:00:53	100.00%	0.00%
	218.	corpus christi harbour		1	3.00	00:00:01	100.00%	0.00%
	219.	corpus christi harbour ferry		1	3.00	00:00:00	100.00%	0.00%
	220.	corpus christi industrial park		1	9.00	00:02:05	100.00%	0.00%
	221.	corpus christi inner harbor contruction		1	12.00	01:15:15	0.00%	0.00%
	222.	corpus christi job growth		1	3.00	00:00:01	100.00%	0.00%
	223.	corpus christi liquefaction llc	212	1	3.00	00:00:00	100.00%	0.00%

224.	corpus christi lng projects	1	3.00	00:00:00	100.00%	0.00%
225.	corpus christi maritime police minimum qualification	1	3.00	00:00:00	100.00%	0.00%
226.	corpus christi navigation district	1	33.00	00:18:24	100.00%	0.00%
227.	corpus christi oil barge capacity growth	1	3.00	00:00:00	100.00%	0.00%
228.	corpus christi oil dock 1	1	21.00	00:02:56	0.00%	0.00%
229.	corpus christi oil dock 3	1	9.00	00:00:33	0.00%	0.00%
230.	corpus christi oil export	1	18.00	00:07:59	100.00%	0.00%
231.	corpus christi oil port	1	2.00	00:00:00	100.00%	0.00%
232.	corpus christi pet pta project	1	3.00	00:00:03	100.00%	0.00%
233.	corpus christi platt port	1	3.00	00:00:03	100.00%	0.00%
234.	corpus christi port authority invitation to bid	1	3.00	00:00:15	100.00%	0.00%
235.	corpus christi port authorty	1	6.00	00:00:15	0.00%	0.00%
236.	corpus christi port authroity	1	6.00	00:00:06	0.00%	0.00%
237.	corpus christi port channel	1	3.00	00:00:01	100.00%	0.00%
238.	corpus christi port commission	1	6.00	00:00:08	100.00%	0.00%
239.	corpus christi port commission meeting	1	3.00	00:00:00	100.00%	0.00%
240.	corpus christi port commissioner canales	1	3.00	00:00:01	100.00%	0.00%
241.	corpus christi port commissioners	1	12.00	00:01:09	0.00%	0.00%
242.	corpus christi port crude	1	45.00	04:15:26	100.00%	0.00%
243.	corpus christi port expansion oil	1	3.00	00:00:01	0.00%	0.00%
244.	corpus christi port expansion plan	1	15.00	00:17:29	0.00%	0.00%
245.	corpus christi port industry members	1	9.00	00:07:07	0.00%	0.00%
246.	corpus christi port map	1	3.00	00:00:02	100.00%	0.00%
247.	corpus christi port maps	1	3.00	00:00:00	100.00%	0.00%
248.	corpus christi port occidental	1	3.00	00:00:00	100.00%	0.00%
249.	corpus christi port occidental petroleum	1	12.00	00:28:43	100.00%	0.00%
250.	corpus christi port of	1	9.00	00:01:08	100.00%	0.00%
251.	corpus christi port oil import decline	1	6.00	00:04:48	0.00%	0.00%
252.	corpus christi port oxt	1	3.00	00:00:00	100.00%	0.00%
253.	corpus christi port pictures	1	3.00	00:00:00	100.00%	0.00%
254.	corpus christi port security	1	3.00	00:00:00	100.00%	0.00%
255.	corpus christi port size	1	6.00	00:01:05	100.00%	0.00%
256.	corpus christi port stats	1	21.00	00:03:44	0.00%	0.00%
257.	corpus christi port tariff	1	12.00	01:46:00	100.00%	0.00%
258.	corpus christi port terminal railroad	1	15.00	00:12:09	100.00%	0.00%
259.	corpus christi port, texas	1	1.00	00:00:00	100.00%	100.00%
260.	corpus christi port+	1	9.00	00:38:12	0.00%	0.00%
261.	corpus christi puerto	1	2.00	00:00:10	100.00%	0.00%
262.	corpus christi purchasing department	1	3.00	00:00:00	100.00%	0.00%
263.	corpus christi rail map	2131	15.00	00:18:47	100.00%	0.00%
264.	corpus christi rail project	1	3.00	00:00:01	100.00%	0.00%

264.	corpus christi railroad growth	1	24.00	00:05:01	100.00%	0.00%
265.	corpus christi ranked	1	3.00	00:00:00	100.00%	0.00%
266.	corpus christi ranking	1	3.00	00:00:00	100.00%	0.00%
267.	corpus christi ship channel	1	3.00	00:00:00	0.00%	0.00%
268.	corpus christi ship channel map	1	3.00	00:00:00	100.00%	0.00%
269.	corpus christi ship channel plant, corpus christi, nueces county, tx	1	3.00	00:00:01	100.00%	0.00%
270.	corpus christi ship channel schedule	1	3.00	00:00:00	100.00%	0.00%
271.	corpus christi ship timings	1	3.00	00:00:10	100.00%	0.00%
272.	corpus christi steel mill construction	1	6.00	00:01:18	100.00%	0.00%
273.	corpus christi tankers port	1	9.00	00:00:41	0.00%	0.00%
274.	corpus christi tariff	1	3.00	00:00:00	100.00%	0.00%
275.	corpus christi terminal expansion	1	9.00	00:00:23	0.00%	0.00%
276.	corpus christi terminal regulations	1	6.00	00:02:35	0.00%	0.00%
277.	corpus christi texas harbor bridge funding	1	3.00	00:00:00	100.00%	0.00%
278.	corpus christi texas port	1	3.00	00:00:03	100.00%	0.00%
279.	corpus christi tx economy shale	1	12.00	00:02:44	0.00%	0.00%
280.	corpus christi tx harbor phone number	1	3.00	00:00:00	100.00%	0.00%
281.	corpus christi tx port	1	6.00	00:07:14	100.00%	0.00%
282.	corpus christi tx port authority	1	57.00	00:38:46	100.00%	0.00%
283.	corpus christi tx port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
284.	corpus christi uan port tx	1	3.00	00:00:00	100.00%	0.00%
285.	corpus christi vessel transportation	1	3.00	00:00:00	100.00%	0.00%
286.	corpus christi voest opinion	1	8.00	00:12:05	100.00%	0.00%
287.	corpus christi voestalpine	1	12.00	00:02:21	100.00%	0.00%
288.	corpus christi 港口	1	1.00	00:00:00	100.00%	100.00%
289.	corpus christi, port	1	3.00	00:01:06	100.00%	0.00%
290.	corpus christi, texas port	1	24.00	00:50:40	100.00%	0.00%
291.	corpus christi, tx	1	3.00	00:00:01	100.00%	0.00%
292.	corpus christi, tx cruise terminal;	1	3.00	00:00:00	100.00%	0.00%
293.	corpus christi, tx terminal	1	12.00	00:01:38	100.00%	0.00%
294.	corpus christi, tx, tx	1	3.00	00:00:00	100.00%	0.00%
295.	corpus christie ferry	1	3.00	00:00:00	100.00%	0.00%
296.	corpus christie lng	1	3.00	00:00:00	100.00%	0.00%
297.	corpus christie port	1	36.00	00:04:04	100.00%	0.00%
298.	corpus chrsti	1	3.00	00:00:38	100.00%	0.00%
299.	corpus cristi usa	1	3.00	00:00:15	100.00%	0.00%
300.	corpus cristie	1	3.00	00:00:00	100.00%	0.00%
301.	corpus cristy	1	6.00	00:03:29	100.00%	0.00%
302.	corpus port	1	60.00	00:20:31	100.00%	0.00%
303.	corpus port commasioer mike carroll	214 ¹	3.00	00:00:00	0.00%	0.00%
304.	corpus port police	1	6.00	00:00:51	100.00%	0.00%

304.	corpus port police	1	6.00	00:00:51	100.00%	0.00%
305.	corpus+christi+port	1	3.00	00:00:02	100.00%	0.00%
306.	corpus+christi+port+authority+jobs	1	6.00	00:00:48	100.00%	0.00%
307.	corpus+christi+port+of+corpus+christi	1	6.00	00:00:48	100.00%	0.00%
308.	corpus+christi+ship+channel+rates	1	6.00	00:01:20	100.00%	0.00%
309.	corpus+christi+usa+port	1	9.00	00:13:29	100.00%	0.00%
310.	corpuschristiharborferry	1	3.00	00:00:00	100.00%	0.00%
311.	cresent crude oil terminal corpus	1	9.00	00:00:45	100.00%	0.00%
312.	crude blending	1	3.00	00:00:14	100.00%	0.00%
313.	crude movements out of corpus christi	1	48.00	00:18:56	100.00%	0.00%
314.	crude oil ships in corpus christi, tx	1	6.00	00:01:24	100.00%	0.00%
315.	ctpat security profile	1	3.00	00:00:01	100.00%	0.00%
316.	cvorpus cristy	1	3.00	00:00:03	100.00%	0.00%
317.	david krams, port of corpus christi	1	15.00	00:11:31	0.00%	0.00%
318.	descarga de minerales a granel secos	1	1.00	00:00:00	100.00%	100.00%
319.	dibujo del directorio maritimo	1	1.00	00:00:00	100.00%	100.00%
320.	dredging corpus christi	1	3.00	00:00:01	100.00%	0.00%
321.	drive to the port of cc, tx	1	6.00	00:06:56	100.00%	0.00%
322.	dry bulk carriers corpus christi tx	1	3.00	00:00:02	100.00%	0.00%
323.	dry bulk marine terminals, texas	1	18.00	00:05:16	100.00%	0.00%
324.	eagle ford crude export	1	3.00	00:00:01	100.00%	0.00%
325.	eagle ford meetings corpus christie texas	1	3.00	00:00:00	100.00%	0.00%
326.	eagle ford shale	1	12.00	00:10:19	0.00%	0.00%
327.	eagle ford shale economic impact in corpus christi texas	1	15.00	00:16:13	100.00%	0.00%
328.	eagle ford shale exporting	1	3.00	00:00:00	100.00%	0.00%
329.	eagle ford shale play	1	3.00	00:00:03	100.00%	0.00%
330.	eagle ford shale.com	1	3.00	00:00:02	100.00%	0.00%
331.	eagle ford shipping	1	3.00	00:00:00	100.00%	0.00%
332.	eagleford port	1	3.00	00:00:00	100.00%	0.00%
333.	eddie martinez port of corpus	1	3.00	00:00:00	100.00%	0.00%
334.	eddie martinez port of corpus christi	1	6.00	00:00:08	0.00%	0.00%
335.	environmental services supervisor in corpus christi	1	6.00	04:16:49	100.00%	0.00%
336.	exchange corpus christi	1	3.00	00:00:00	100.00%	0.00%
337.	facilities and equipment present in port of corpus christi	1	3.00	00:00:02	100.00%	0.00%
338.	fema floodplane, harbor island, corpus christi, texas	1	9.00	00:01:28	100.00%	0.00%
339.	fence check form-ctpat	1	3.00	00:00:01	100.00%	0.00%
340.	foia request port of corpus christi	1	21.00	00:05:56	100.00%	0.00%
341.	forbes list corpus christi texas	1	3.00	00:00:01	100.00%	0.00%
342.	forbes magazine port of corpuschristitexas	1	3.00	00:00:01	100.00%	0.00%
343.	foreign trade zone bid	1	3.00	00:00:00	100.00%	0.00%
344.	foreign trade zone port of corpus christi	215 1	6.00	00:00:22	0.00%	0.00%

	345.	fotos de las vias del tren en corpus christi tx		1	1.00	00:00:00	100.00%	100.00%
	346.	frank brogan port corpus christi contact		1	12.00	00:00:33	0.00%	0.00%
	347.	frank brogan port of corpus christi		1	9.00	00:02:45	100.00%	0.00%
	348.	frank+broggan+port+of+corpus+christi		1	3.00	00:00:01	100.00%	0.00%
	349.	ftz 122 corpus christi		1	6.00	00:02:08	100.00%	0.00%
	350.	gate 9 port of corpus christi tx		1	3.00	00:00:00	100.00%	0.00%
	351.	grainprices corpus christi		1	3.00	00:00:01	100.00%	0.00%
	352.	growth trends corpus christi, tx		1	3.00	00:00:04	100.00%	0.00%
	353.	gruppo mossi & ghisolfi corpus christi		1	3.00	00:00:01	100.00%	0.00%
	354.	gruppo mossi & ghisolfi corpus christi rail		1	3.00	00:00:02	0.00%	0.00%
	355.	harbor bridge corpus christi new		1	3.00	00:00:08	100.00%	0.00%
	356.	harbor bridge deconstruction corpus christi		1	6.00	00:01:34	0.00%	0.00%
	357.	harbor bridge public meeting 2013		1	3.00	00:00:01	0.00%	0.00%
	358.	harbor corpus christi development		1	3.00	00:00:00	100.00%	0.00%
	359.	harbor fair cc tx		1	3.00	00:00:02	100.00%	0.00%
	360.	harbor ferry		1	3.00	00:00:00	100.00%	0.00%
	361.	harbor in corpus christi		1	15.00	00:03:40	100.00%	0.00%
	362.	harbor island		1	3.00	00:00:01	100.00%	0.00%
	363.	harbor island aransas pass, tx		1	3.00	00:00:00	100.00%	0.00%
	364.	harbor island corpus		1	3.00	00:00:00	100.00%	0.00%
	365.	harbor island corpus christi		1	15.00	00:04:25	100.00%	0.00%
	366.	harbor island corpus chrsiti		1	3.00	00:00:00	100.00%	0.00%
	367.	harbor island ferry corpus christi tx		1	3.00	00:00:00	100.00%	0.00%
	368.	harbor island nueces county texas		1	3.00	00:00:00	0.00%	0.00%
	369.	harbor island port aransas		1	3.00	00:00:00	100.00%	0.00%
	370.	harbor island tx ferry		1	3.00	00:00:00	100.00%	0.00%
	371.	harbor island, tx ferry		1	3.00	00:00:00	100.00%	0.00%
	372.	harbor master aransas pass		1	9.00	00:00:51	100.00%	0.00%
	373.	harbor master corpus christi		1	3.00	00:00:00	100.00%	0.00%
	374.	harbor master corpus christi, tx		1	6.00	00:02:08	100.00%	0.00%
	375.	harbor master in corpus christi		1	6.00	00:03:36	0.00%	0.00%
	376.	harbor master in corpus christi tx		1	22.00	00:02:31	0.00%	0.00%
	377.	harbor master port corpus christi		1	18.00	00:07:03	100.00%	0.00%
	378.	harbor tours corpus christi		1	3.00	00:00:00	100.00%	0.00%
	379.	harbor wind power nueces		1	3.00	00:00:00	100.00%	0.00%
	380.	harbor+island+tx		1	3.00	00:00:01	100.00%	0.00%
	381.	harbor+wind,+llc++nueces+county corpus+christi 78402		1	6.00	00:01:04	100.00%	0.00%
	382.	harbors in corpus christi tx		1	3.00	00:00:00	100.00%	0.00%
	383.	harbour island corpus chrisit		1	9.00	00:03:17	100.00%	0.00%
	384.	history of the corpus christi ship channel		2161	3.00	00:00:00	100.00%	0.00%

385.	hot briquettes iron project at corpus christie	1	3.00	00:00:00	100.00%	0.00%
386.	hotels nahe wind farm in corpus christi	1	3.00	00:00:07	100.00%	0.00%
387.	how far from port o'connell to corpus christi	1	3.00	00:00:00	100.00%	0.00%
388.	how far is laporte tx from corpus christi, tx	1	6.00	00:00:15	100.00%	0.00%
389.	how much does a cubic yard of pet coke weigh	1	3.00	00:00:00	100.00%	0.00%
390.	how to become a police officer for the port of corpus christi texas	1	15.00	00:07:51	100.00%	0.00%
391.	http://portofcc.com/	1	3.00	00:00:00	100.00%	0.00%
392.	http://www.portofcc.com/	1	3.00	00:00:05	100.00%	0.00%
393.	imagenes de niños north side 14	1	1.00	00:00:00	100.00%	100.00%
394.	images for port of corpus christi	1	3.00	00:00:02	0.00%	0.00%
395.	ingleside oxy	1	3.00	00:00:00	100.00%	0.00%
396.	ingleside texas oxy ingleside energy center address	1	6.00	00:00:29	100.00%	0.00%
397.	ingleside tx channel port	1	44.00	00:05:46	100.00%	0.00%
398.	is corpus christi projected to double in size in 9 years?	1	69.00	00:15:58	100.00%	0.00%
399.	is the port of corpus christi a state agency	1	15.00	00:02:05	100.00%	0.00%
400.	janitorial services corpus	1	3.00	00:00:00	100.00%	0.00%
401.	jerry c mcdonald port aransas tx	1	3.00	00:00:00	100.00%	0.00%
402.	job fair for the port of corpus christi	1	6.00	00:02:13	100.00%	0.00%
403.	job in corpus christi port	1	3.00	00:00:00	100.00%	0.00%
404.	jobs at the port authority in corpus christi	1	12.00	00:03:11	100.00%	0.00%
405.	jobs at the port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
406.	jobs in corpus christi	1	3.00	00:00:01	100.00%	0.00%
407.	jobs port cc tx	1	3.00	00:00:00	100.00%	0.00%
408.	john larue	1	9.00	00:04:44	100.00%	0.00%
409.	jones act eagle ford	1	3.00	00:00:00	100.00%	0.00%
410.	kcs corpus christi yd	1	30.00	00:22:08	100.00%	0.00%
411.	kid lesson about types of ships	1	3.00	00:00:13	100.00%	0.00%
412.	la expansión corpus christi	1	3.00	00:00:01	100.00%	0.00%
413.	la quinta channel extension	1	3.00	00:00:00	100.00%	0.00%
414.	la quinta channel in corpus christi	1	3.00	00:00:00	0.00%	0.00%
415.	la quinta gateway terminal	1	9.00	00:01:16	100.00%	0.00%
416.	la quinta port of corpus christi texas	1	6.00	00:00:47	0.00%	0.00%
417.	la quinta ship channel	1	9.00	00:13:09	100.00%	0.00%
418.	la quinta trade gateway in san patricio county	1	3.00	00:00:04	100.00%	0.00%
419.	la quinta trade gateway map	1	6.00	00:17:29	100.00%	0.00%
420.	la quinta trade gateway terminal	1	3.00	00:00:00	100.00%	0.00%
421.	la quinta trade gateway, corpus christi, texas	1	3.00	00:00:06	100.00%	0.00%
422.	la quinta trade gateway, corpus christi, tx	1	3.00	00:00:01	100.00%	0.00%
423.	linkedin port of corpus christi	1	3.00	00:00:00	0.00%	0.00%
424.	liquid bulk dock	2171	6.00	00:08:27	100.00%	0.00%
425.	liquid bulk dock	1	6.00	00:08:27	100.00%	0.00%

425.	liquid bulk terminal corpus christi	1	3.00	00:00:01	100.00%	0.00%
426.	list of companies looking at la quinta ship channel	1	2.00	00:02:51	100.00%	0.00%
427.	lng in the port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
428.	login to lean anywhere for kids at corpus christi	1	3.00	00:00:00	100.00%	0.00%
429.	loop oil terminal + community	1	3.00	00:00:00	100.00%	0.00%
430.	m and g	1	6.00	00:02:53	0.00%	0.00%
431.	m/v kuwana v 48	1	3.00	00:00:00	100.00%	0.00%
432.	m&g corpus christi permit	1	3.00	00:00:00	0.00%	0.00%
433.	m&g group and m&g resins and port of corpus christi	1	3.00	00:00:01	100.00%	0.00%
434.	m&g resins	1	3.00	00:00:00	100.00%	0.00%
435.	m&g resins corpus christi, tx 2013	1	3.00	00:00:00	100.00%	0.00%
436.	m&g resins map port of corpus christi	1	70.00	01:00:10	100.00%	0.00%
437.	m&g resins usa, llc	1	3.00	00:00:01	100.00%	0.00%
438.	m&g resins usa, llc cc tx	1	3.00	00:00:01	100.00%	0.00%
439.	m&g supply agreement corpus	1	3.00	00:00:00	100.00%	0.00%
440.	main channel from corpus to sea	1	6.00	00:01:42	100.00%	0.00%
441.	map of port of corpus christi	1	9.00	00:00:17	100.00%	0.00%
442.	map of port of corpus christi, tx	1	6.00	00:00:23	100.00%	0.00%
443.	maria v cruz corpus christi,tx	1	3.00	00:00:03	100.00%	0.00%
444.	marine facilities in corpus christi images shell oil	1	9.00	00:04:02	100.00%	0.00%
445.	maritime traffic port of corpus christi	1	9.00	00:00:58	100.00%	0.00%
446.	max draft at port of corpus christi july 2013	1	12.00	00:04:53	100.00%	0.00%
447.	medical reporting in corpus christi	1	3.00	00:00:00	100.00%	0.00%
448.	members of the corpus christi port commission	1	9.00	00:00:48	0.00%	0.00%
449.	merge+port+rail	1	3.00	00:00:01	100.00%	0.00%
450.	michael d scott corpus christi tx	1	3.00	00:00:00	0.00%	0.00%
451.	midrex empleos	1	3.00	00:04:40	100.00%	0.00%
452.	midrex technologies corpus christi construction	1	3.00	00:00:00	100.00%	0.00%
453.	midrex texas	1	6.00	00:00:12	100.00%	0.00%
454.	mike carrell port of corpus christi	1	6.00	00:04:09	100.00%	0.00%
455.	mike scott corpus hs construction	1	3.00	00:00:00	100.00%	0.00%
456.	mossi & ghisolfi	1	1.00	00:00:00	100.00%	100.00%
457.	mv kuwana	1	6.00	00:00:09	0.00%	0.00%
458.	nelda olivo, pocca	1	6.00	05:48:00	0.00%	0.00%
459.	new artificial reef near corpus christi	1	3.00	00:00:00	100.00%	0.00%
460.	new container docks corpus christi texas	1	6.00	00:00:17	100.00%	0.00%
461.	new corpus chrsti rail yard	1	2.00	00:00:00	100.00%	0.00%
462.	new docks corpus christi frank brogan	1	12.00	00:04:36	0.00%	0.00%
463.	north brigde + corpus christi	1	3.00	00:00:03	100.00%	0.00%
464.	notice of arrival form	1	3.00	00:00:00	100.00%	0.00%
465.	nueces couonty texas ftz	1	12.00	00:03:03	100.00%	0.00%

466.	nueces river rail yard's	1	3.00	00:00:01	100.00%	0.00%
467.	nustar barge dock, corpus christi	1	15.00	00:16:16	100.00%	0.00%
468.	nustar corpus christi oil dock 2	1	6.00	00:03:11	100.00%	0.00%
469.	nustar dock corpus christi	1	6.00	00:00:20	100.00%	0.00%
470.	occidental corpus christi propane export	1	3.00	00:00:03	100.00%	0.00%
471.	occidental lpg export	1	6.00	00:00:32	100.00%	0.00%
472.	occidental petroleum corpus christi project	1	3.00	00:00:00	100.00%	0.00%
473.	occidental petroleum lng export facility corpus christi	1	9.00	00:30:42	100.00%	0.00%
474.	occidental petroleum lpg exports from usg	1	3.00	00:00:00	100.00%	0.00%
475.	occidental petroleum news ingleside	1	3.00	00:00:00	100.00%	0.00%
476.	occidental propane export ingleside	1	1.00	00:00:00	100.00%	100.00%
477.	occidental+ingleside+energy+center	1	3.00	00:00:00	100.00%	0.00%
478.	oil companies doing business with port of corpus christi	1	15.00	00:06:08	0.00%	0.00%
479.	oil dock # 1 corpus christi	1	3.00	00:00:01	100.00%	0.00%
480.	oil dock 1. nu star in corpus	1	3.00	00:00:00	100.00%	0.00%
481.	oil tankers port corpus christi	1	6.00	00:02:10	100.00%	0.00%
482.	oil terminals, corpus christi	1	3.00	00:00:00	100.00%	0.00%
483.	oli tanker "? princess" leaving corpus christi port	1	3.00	00:00:00	100.00%	0.00%
484.	orion construction la quinta channel extension	1	3.00	00:00:00	0.00%	0.00%
485.	outlets of corpus christi- koro univision	1	3.00	00:00:00	100.00%	0.00%
486.	overview of ftz	1	3.00	00:00:01	100.00%	0.00%
487.	oxi dock corpus christi	1	3.00	00:00:01	100.00%	0.00%
488.	oxy - propane terminal	1	3.00	00:00:00	100.00%	0.00%
489.	oxy corpus christi	1	3.00	00:00:01	100.00%	0.00%
490.	oxy eingle side	1	3.00	00:00:03	100.00%	0.00%
491.	oxy ingleside energy center address	1	3.00	00:00:00	0.00%	0.00%
492.	oxy ingleside energy center location	1	3.00	00:00:12	100.00%	0.00%
493.	oxy lpg export	1	3.00	00:00:00	100.00%	0.00%
494.	oxy, ingleside	1	9.00	00:00:52	100.00%	0.00%
495.	pagea lng	1	21.00	00:57:19	100.00%	0.00%
496.	panama canal expansion and corpus christi	1	12.00	00:22:57	100.00%	0.00%
497.	pangea corpus christi	1	3.00	00:00:01	100.00%	0.00%
498.	pangea corpus christi, texas	1	15.00	00:10:41	100.00%	0.00%
499.	pangea lng corpus christi	1	3.00	00:00:00	100.00%	0.00%
500.	parque industrial el rincon	1	1.00	00:00:00	100.00%	100.00%

PCC - <http://www.portofcorpuschristi.com>
PCC

Organic Search Traffic

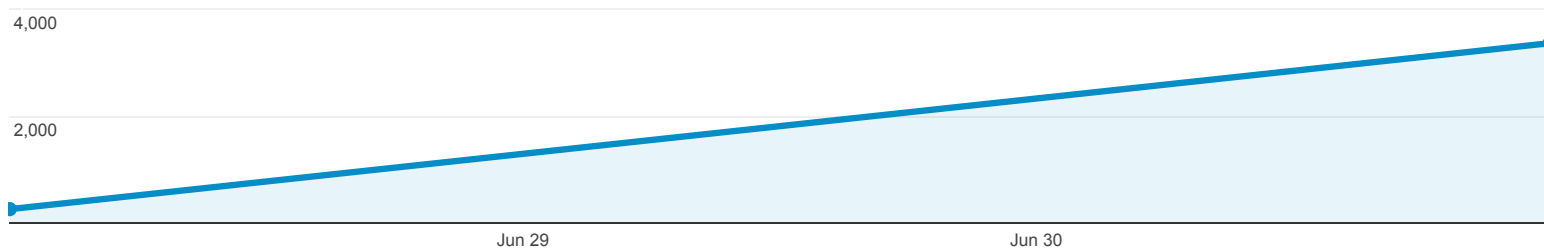
Jun 28, 2013 - Jul 28, 2013

 % of visits: 43.17%

Explorer

Site Usage

Visits



Jun 29

Jun 30

	Keyword	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
		3,621 % of Total: 43.17% (8,388)	7.95 Site Avg: 5.91 (34.42%)	00:12:56 Site Avg: 00:09:53 (30.85%)	70.62% Site Avg: 59.13% (19.42%)	1.55% Site Avg: 21.79% (-92.90%)
1.	(not provided)	1,063	8.13	00:09:00	78.74%	1.79%
2.	port of corpus christi	754	10.03	00:37:23	53.98%	0.27%
3.	corpus christi	224	3.91	00:01:05	96.88%	0.00%
4.	port of corpus christi jobs	62	4.92	00:01:37	66.13%	0.00%
5.	port of corpus christi authority	59	8.44	00:01:55	62.71%	0.00%
6.	port corpus christi	57	11.75	00:04:38	42.11%	0.00%
7.	corpus christi port	49	7.69	00:23:17	73.47%	0.00%
8.	voestalpine corpus christi	36	6.97	00:01:58	91.67%	8.33%
9.	port of corpu	33	12.73	00:01:40	6.06%	0.00%
10.	port of corpus	28	11.25	00:04:05	42.86%	0.00%
11.	port of corpus christi commissioners	27	5.78	00:07:38	0.00%	0.00%
12.	port of corpus christi pilot board	26	4.27	00:01:00	0.00%	0.00%
13.	portofcc.com	23	4.83	00:08:48	4.35%	0.00%
14.	the port of corpus christi	23	8.17	00:07:25	56.52%	0.00%
15.	port of cc	22	11.18	00:10:25	50.00%	0.00%
16.	corpus christi port authority	19	13.68	00:06:34	63.16%	0.00%
17.	port+of+corpus+christi	17	14.59	00:08:01	94.12%	0.00%
18.	harbor island texas	15	3.80	00:00:34	86.67%	0.00%
19.	port of corpus christi texas	14	8.57	00:03:32	78.57%	0.00%
20.	pocca	13	7.46	00:01:35	69.23%	0.00%
21.	portofcorpuschristi.com	220	5.91	00:00:51	54.55%	0.00%
22.	tccc	11	4.36	00:00:50	81.82%	0.00%

22.	tpco	11	4.36	00:00:30	81.82%	0.00%
23.	www.portofcorpuschristi.com	10	6.00	00:00:40	30.00%	0.00%
24.	port of corpus christi port authority	9	7.89	00:03:12	22.22%	0.00%
25.	http://portofcorpuschristi.com/	8	6.00	00:00:07	25.00%	0.00%
26.	corpus christi port police	7	9.43	00:02:33	71.43%	0.00%
27.	harbor ferry corpus christi	7	6.00	00:00:33	100.00%	0.00%
28.	http://www.portofcorpuschristi.com/	7	13.00	00:02:27	71.43%	0.00%
29.	oxy ingleside energy center	7	4.43	00:00:25	85.71%	0.00%
30.	port of corpus christi careers	7	3.86	00:08:59	71.43%	0.00%
31.	port of corpus christi ingleside	7	1.86	00:49:36	100.00%	71.43%
32.	port of corpus christi tx	7	7.29	00:01:13	71.43%	0.00%
33.	corpus christi port police department	6	7.00	00:13:01	100.00%	0.00%
34.	la quinta trade gateway	6	8.50	00:16:48	83.33%	0.00%
35.	port of cor	6	8.50	00:00:48	66.67%	0.00%
36.	port of corpus christi police	6	7.50	00:00:58	100.00%	0.00%
37.	harbor island tx	5	7.20	00:51:36	100.00%	0.00%
38.	nueces river rail yard	5	2.60	00:00:00	80.00%	20.00%
39.	pangea lng	5	4.80	00:02:08	80.00%	0.00%
40.	port corpus christi authority	5	15.00	00:16:02	80.00%	0.00%
41.	port of corpus christi tariff	5	7.80	00:07:25	20.00%	0.00%
42.	port of corpus christi, corpus christi	5	4.20	00:00:39	80.00%	0.00%
43.	corpus christi harbor master	4	15.50	00:05:23	75.00%	0.00%
44.	corpus christi port authority jobs	4	6.00	00:01:07	75.00%	0.00%
45.	corpus christi port jobs	4	5.25	00:01:15	100.00%	0.00%
46.	corpus christi wind farm	4	3.75	00:00:05	100.00%	0.00%
47.	corpus+christi	4	2.75	00:00:01	100.00%	0.00%
48.	new harbor bridge corpus christi	4	2.50	00:00:01	75.00%	25.00%
49.	port of corpus christi employment	4	4.50	00:01:32	100.00%	0.00%
50.	port of corpus christi police department	4	9.00	00:40:35	100.00%	0.00%
51.	port of corpus christi, texas	4	13.25	00:02:48	25.00%	0.00%
52.	portofcorpuschristi	4	9.00	00:01:29	50.00%	0.00%
53.	the port of corpus christi jobs	4	4.50	00:14:14	100.00%	0.00%
54.	trafigura terminals	4	3.00	00:00:03	100.00%	0.00%
55.	voestalpine	4	4.50	00:03:46	75.00%	0.00%
56.	voestalpine texas llc	4	8.25	00:00:26	100.00%	0.00%
57.	www.porofcc.com	4	6.00	00:00:08	0.00%	0.00%
58.	corpus christi harbor	3	3.67	00:02:33	100.00%	0.00%
59.	corpus christi liquefaction	3	4.00	00:08:56	66.67%	0.00%
60.	corpus christi pet/pta plants	3	8.00	00:45:04	33.33%	0.00%
61.	corpus christi port authority police	3	7.00	00:01:52	100.00%	0.00%
62.	corpus christi pta plant	2213	2.33	00:00:00	100.00%	33.33%

	63.	corpus christi state of the port	3	4.00	00:00:31	0.00%	0.00%
	64.	corpus christi, tx port	3	21.33	00:26:08	33.33%	0.00%
	65.	corpus cristi	3	3.00	00:00:01	100.00%	0.00%
	66.	dan koesema port of corpus christi	3	3.00	00:00:00	0.00%	0.00%
	67.	eddie pocca.com	3	3.00	00:00:00	100.00%	0.00%
	68.	michael scott port of corpus christi	3	22.00	00:23:10	0.00%	0.00%
	69.	oxy ingleside	3	4.33	00:45:23	100.00%	0.00%
	70.	port authority corpus christi	3	5.00	00:00:04	66.67%	0.00%
	71.	port corpus christi tariff	3	3.00	00:00:00	0.00%	0.00%
	72.	port corpus cristi	3	11.00	00:02:40	100.00%	0.00%
	73.	port of cc jobs	3	6.00	00:00:46	100.00%	0.00%
	74.	port of corp	3	13.67	00:02:17	100.00%	0.00%
	75.	port of corpus christi authority tx	3	17.00	00:07:37	66.67%	0.00%
	76.	port of corpus christi lease agreement	3	2.67	00:00:14	66.67%	66.67%
	77.	port of corpus christi map	3	10.00	00:08:40	66.67%	0.00%
	78.	port of corpus christi maps	3	7.00	00:02:56	100.00%	0.00%
	79.	port police corpus christi	3	12.00	00:04:57	66.67%	0.00%
	80.	puerto de corpus christi texas	3	2.67	00:12:33	100.00%	33.33%
	81.	tianjin pipe group corpus christi	3	4.00	00:00:10	33.33%	0.00%
	82.	tpco corpus christi	3	7.33	00:00:48	66.67%	33.33%
	83.	www.pocca.com	3	3.00	00:00:01	33.33%	0.00%
	84.	barbara canales corpus christi	2	3.00	00:00:11	50.00%	0.00%
	85.	can you tour the port of corpus christi	2	2.00	00:01:03	0.00%	50.00%
	86.	corpus christi energy production	2	4.50	00:00:27	0.00%	0.00%
	87.	corpus christi grain exchange inc	2	9.00	00:02:33	100.00%	0.00%
	88.	corpus christi harbor ferry	2	3.00	00:00:00	100.00%	0.00%
	89.	corpus christi iron plant	2	3.00	00:00:01	100.00%	0.00%
	90.	corpus christi media	2	4.50	03:11:22	100.00%	0.00%
	91.	corpus christi port a	2	3.00	00:00:00	100.00%	0.00%
	92.	corpus christi port expansion	2	9.00	00:26:25	100.00%	0.00%
	93.	corpus christi rank	2	3.00	00:00:01	50.00%	0.00%
	94.	corpus christi terminal railroad	2	3.00	00:00:00	100.00%	0.00%
	95.	corpus christi trafigura	2	4.50	00:00:06	100.00%	0.00%
	96.	corpus christi tx 哪里	2	3.00	00:00:15	100.00%	0.00%
	97.	corpus christi tx, port	2	6.00	00:00:08	0.00%	0.00%
	98.	corpus christi voest	2	13.50	00:02:41	100.00%	0.00%
	99.	corpus christi 旅游	2	2.50	00:00:54	50.00%	0.00%
	100.	corpus christi, tx, usa crude terminal	2	3.00	00:00:01	50.00%	0.00%
	101.	corpus christie	2	3.00	00:00:02	100.00%	0.00%
	102.	david krams pocca	222	3.00	00:00:01	100.00%	0.00%

103.	eddie+martinez+port+of+corpus+christi	2	7.50	00:11:02	100.00%	0.00%
104.	frank brogan port corpus christi	2	9.00	00:00:24	50.00%	0.00%
105.	harbor bridge corpus christi cable stay	2	3.00	00:00:01	100.00%	0.00%
106.	harbor cruise corpus christi	2	2.00	00:00:00	100.00%	50.00%
107.	harbor island ferry texas	2	3.00	00:00:00	100.00%	0.00%
108.	harbor island, texas	2	3.00	00:00:00	100.00%	0.00%
109.	harbour island texas	2	3.00	00:00:01	100.00%	0.00%
110.	invitation to bid on security for the port of corpus christi, texas	2	6.00	00:01:21	0.00%	0.00%
111.	jobs in the port of corpus christi	2	4.50	00:00:43	100.00%	0.00%
112.	la quinta terminal corpus christi	2	3.00	00:00:01	50.00%	0.00%
113.	oil companies in corpus christi tx	2	6.00	00:00:19	100.00%	0.00%
114.	oxy export terminal corpus christi	2	3.00	00:00:01	100.00%	0.00%
115.	pocca.org	2	7.50	00:08:47	100.00%	0.00%
116.	port a corpus christi	2	4.50	00:00:39	100.00%	0.00%
117.	port authority corpus christi texas	2	3.00	00:00:03	100.00%	0.00%
118.	port authority of corpus christi	2	15.00	00:04:11	100.00%	0.00%
119.	port authority of corpus christi texas	2	6.00	00:01:52	50.00%	0.00%
120.	port corupus christi	2	9.00	00:00:47	0.00%	0.00%
121.	port industries of corpus christi	2	9.00	00:06:13	100.00%	0.00%
122.	port jobs in corpus christi tx	2	7.50	00:01:10	100.00%	0.00%
123.	port of corpus ch	2	6.00	00:01:27	50.00%	0.00%
124.	port of corpus chris	2	9.00	00:00:12	0.00%	0.00%
125.	port of corpus christi cruises	2	4.50	00:00:36	100.00%	0.00%
126.	port of corpus christi data	2	25.50	00:07:16	0.00%	0.00%
127.	port of corpus christi job openings	2	3.00	00:00:01	50.00%	0.00%
128.	port of corpus christi nueces river railyard bids	2	4.50	00:12:57	100.00%	0.00%
129.	port of corpus christi rail expanction	2	3.00	00:00:01	0.00%	0.00%
130.	port of corpus christi regulations	2	9.00	00:09:19	50.00%	0.00%
131.	port of corpus christi security	2	6.00	00:00:19	50.00%	0.00%
132.	port of corpus christi security office	2	9.00	00:09:08	0.00%	0.00%
133.	port of corpus christi traffic board	2	7.50	00:05:46	0.00%	0.00%
134.	port of corpus christi, tx	2	7.50	00:03:19	100.00%	0.00%
135.	port of corpus christi,ruben medina	2	6.00	00:00:26	100.00%	0.00%
136.	port of corpus christie	2	6.00	00:00:31	100.00%	0.00%
137.	port of corpus chsriti logo	2	3.00	00:00:00	0.00%	0.00%
138.	port of corpus'	2	3.00	00:00:04	0.00%	0.00%
139.	port of of corpus christi	2	15.50	01:09:57	100.00%	0.00%
140.	port users	2	3.00	00:00:05	100.00%	0.00%
141.	ships due in corpus christi	2	9.00	00:02:16	50.00%	0.00%
142.	tpco gregory tx	223	3.00	00:00:01	100.00%	0.00%
143.	tpco project in corpus christi	2	3.00	00:00:00	50.00%	0.00%

143.	tpco project in corpus christi	2	3.00	00:00:00	50.00%	0.00%
144.	trafigura terminal corpus christi	2	3.00	00:00:02	100.00%	0.00%
145.	trifigura refinery corpus christi tx	2	3.00	00:00:00	50.00%	0.00%
146.	voestalpine+texas	2	6.00	00:00:58	0.00%	0.00%
147.	wind power corpus christi	2	3.00	00:00:01	100.00%	0.00%
148.	www.portofcc.com	2	28.50	00:51:24	50.00%	0.00%
149.	"foreign trade zone nueces county"	1	3.00	00:00:00	100.00%	0.00%
150.	"port authority of corpus christi"	1	24.00	00:06:03	100.00%	0.00%
151.	"port of corpus christi" harbor island	1	3.00	00:00:01	0.00%	0.00%
152.	"tpco" "terrorism"	1	3.00	00:00:01	0.00%	0.00%
153.	#1 harbor island hwy 361 harbor island tx	1	3.00	00:00:01	100.00%	0.00%
154.	• contracts awarded for new corpus christi yard	1	3.00	00:00:00	100.00%	0.00%
155.	+corpus christi port on navigation st	1	9.00	00:01:17	0.00%	0.00%
156.	1915 rincon street, corpus christi, texas	1	3.00	00:00:01	100.00%	0.00%
157.	1980 man dies in grain elevater cc tx	1	3.00	00:00:05	100.00%	0.00%
158.	361-882-5633	1	9.00	00:05:43	100.00%	0.00%
159.	361-885-6116	1	3.00	00:00:06	100.00%	0.00%
160.	78401 zone map	1	3.00	00:00:00	100.00%	0.00%
161.	adame leaves	1	3.00	00:00:01	100.00%	0.00%
162.	address for port of corpus christi old navy pier ingleside, tx	1	24.00	00:05:58	100.00%	0.00%
163.	address for port of corpus, christ, texas	1	3.00	00:00:00	100.00%	0.00%
164.	adm corpus christi elevator bid	1	3.00	00:00:01	100.00%	0.00%
165.	adm port of corpus christi tariff	1	3.00	00:00:00	100.00%	0.00%
166.	airial view laquinta ship channel	1	12.00	00:03:09	0.00%	0.00%
167.	aransas pass harbor master	1	3.00	00:00:04	0.00%	0.00%
168.	arrival notice form	1	3.00	00:00:00	100.00%	0.00%
169.	artificial reef in corpus	1	12.00	00:18:01	100.00%	0.00%
170.	barbara canales	1	3.00	00:00:00	100.00%	0.00%
171.	barbara canales port	1	3.00	00:00:00	0.00%	0.00%
172.	barbara canales port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
173.	bennie corpus christi port authority	1	21.00	00:04:21	100.00%	0.00%
174.	bulk dock 2 corpus christi rail	1	3.00	00:00:00	100.00%	0.00%
175.	bulk terminal	1	6.00	00:09:26	100.00%	0.00%
176.	business+development+llc+usa	1	6.00	00:02:21	100.00%	0.00%
177.	c-tpat annual employee training	1	3.00	00:00:00	100.00%	0.00%
178.	c-tpat visitor log form	1	3.00	00:00:00	100.00%	0.00%
179.	can i visit corpus christi wind farm	1	3.00	00:00:00	100.00%	0.00%
180.	cargo ships in corpus christi port	1	3.00	00:00:00	100.00%	0.00%
181.	cargo+ship+for+sale	1	3.00	00:00:02	100.00%	0.00%
182.	cc port authority board of directors	224	30.00	00:18:29	100.00%	0.00%
183.	chairman message for terminal opening	1	5.00	00:05:28	100.00%	0.00%

183.	chairman message for terminal opening	1	3.00	00:03:29	100.00%	0.00%
184.	chairman's port	1	3.00	00:00:00	100.00%	0.00%
185.	charles zahn port aransas	1	3.00	00:00:00	100.00%	0.00%
186.	chemtex pet project corpus	1	6.00	00:00:19	100.00%	0.00%
187.	chillers replacements july 2013	1	3.00	00:00:01	100.00%	0.00%
188.	chorpus christi	1	3.00	00:00:01	100.00%	0.00%
189.	chorus christi port careers	1	6.00	00:00:22	100.00%	0.00%
190.	christie, texas, cswa	1	6.00	00:01:47	100.00%	0.00%
191.	city of corpus christi port police department	1	6.00	00:00:11	100.00%	0.00%
192.	corpachristie	1	6.00	00:08:52	100.00%	0.00%
193.	corpus cheisti port arrivals	1	3.00	00:00:04	100.00%	0.00%
194.	corpus chrisi	1	3.00	00:00:00	100.00%	0.00%
195.	corpus christ port grain prices	1	3.00	00:00:00	100.00%	0.00%
196.	corpus christi (tx) port	1	3.00	00:00:10	100.00%	0.00%
197.	corpus christi annual financial report	1	3.00	00:00:00	100.00%	0.00%
198.	corpus christi area oil spill control association	1	3.00	00:00:00	100.00%	0.00%
199.	corpus christi bridge project	1	12.00	00:22:57	100.00%	0.00%
200.	corpus christi bulk dock #2 pics	1	6.00	00:00:59	100.00%	0.00%
201.	corpus christi caller times port of corpus christi cold storage sold 2012	1	15.00	00:02:36	100.00%	0.00%
202.	corpus christi container port	1	3.00	00:00:00	100.00%	0.00%
203.	corpus christi container terminal	1	3.00	00:00:00	100.00%	0.00%
204.	corpus christi eagle ford barge	1	3.00	00:00:01	100.00%	0.00%
205.	corpus christi ferry	1	3.00	00:00:01	100.00%	0.00%
206.	corpus christi future economy 2013	1	9.00	00:00:37	0.00%	0.00%
207.	corpus christi future industrial developments	1	18.00	00:03:08	100.00%	0.00%
208.	corpus christi grain elevator	1	3.00	00:00:00	100.00%	0.00%
209.	corpus christi grain exchange	1	6.00	00:00:18	100.00%	0.00%
210.	corpus christi grain jobs	1	3.00	00:00:03	0.00%	0.00%
211.	corpus christi habor bridge	1	3.00	00:00:01	100.00%	0.00%
212.	corpus christi harbor bridge	1	3.00	00:00:00	100.00%	0.00%
213.	corpus christi harbor ferry 2013	1	6.00	00:00:23	100.00%	0.00%
214.	corpus christi harbor navigation canal	1	3.00	00:00:00	100.00%	0.00%
215.	corpus christi harbor ship size limits	1	6.00	00:17:19	100.00%	0.00%
216.	corpus christi harbor tour	1	6.00	00:00:53	100.00%	0.00%
217.	corpus christi harbour	1	3.00	00:00:01	100.00%	0.00%
218.	corpus christi harbour ferry	1	3.00	00:00:00	100.00%	0.00%
219.	corpus christi industrial park	1	9.00	00:02:05	100.00%	0.00%
220.	corpus christi inner harbor contruction	1	12.00	01:15:15	0.00%	0.00%
221.	corpus christi job growth	1	3.00	00:00:01	100.00%	0.00%
222.	corpus christi liquefaction llc	225	3.00	00:00:00	100.00%	0.00%
223.	corpus christi lng projects	1	3.00	00:00:00	100.00%	0.00%

223.	corpus christi ing projects	1	3.00	00:00:00	100.00%	0.00%
224.	corpus christi maritime police minimum qualification	1	3.00	00:00:00	100.00%	0.00%
225.	corpus christi navigation district	1	33.00	00:18:24	100.00%	0.00%
226.	corpus christi oil barge capacity growth	1	3.00	00:00:00	100.00%	0.00%
227.	corpus christi oil dock 1	1	21.00	00:02:56	0.00%	0.00%
228.	corpus christi oil dock 3	1	9.00	00:00:33	0.00%	0.00%
229.	corpus christi oil export	1	18.00	00:07:59	100.00%	0.00%
230.	corpus christi oil port	1	2.00	00:00:00	100.00%	0.00%
231.	corpus christi pet pta project	1	3.00	00:00:03	100.00%	0.00%
232.	corpus christi platt port	1	3.00	00:00:03	100.00%	0.00%
233.	corpus christi port authority invitation to bid	1	3.00	00:00:15	100.00%	0.00%
234.	corpus christi port authorty	1	6.00	00:00:15	0.00%	0.00%
235.	corpus christi port authroity	1	6.00	00:00:06	0.00%	0.00%
236.	corpus christi port channel	1	3.00	00:00:01	100.00%	0.00%
237.	corpus christi port commission	1	6.00	00:00:08	100.00%	0.00%
238.	corpus christi port commission meeting	1	3.00	00:00:00	100.00%	0.00%
239.	corpus christi port commissioner canales	1	3.00	00:00:01	100.00%	0.00%
240.	corpus christi port commissioners	1	12.00	00:01:09	0.00%	0.00%
241.	corpus christi port crude	1	45.00	04:15:26	100.00%	0.00%
242.	corpus christi port expansion oil	1	3.00	00:00:01	0.00%	0.00%
243.	corpus christi port expansion plan	1	15.00	00:17:29	0.00%	0.00%
244.	corpus christi port industry members	1	9.00	00:07:07	0.00%	0.00%
245.	corpus christi port map	1	3.00	00:00:02	100.00%	0.00%
246.	corpus christi port maps	1	3.00	00:00:00	100.00%	0.00%
247.	corpus christi port occidental	1	3.00	00:00:00	100.00%	0.00%
248.	corpus christi port occidental petroleum	1	12.00	00:28:43	100.00%	0.00%
249.	corpus christi port of	1	9.00	00:01:08	100.00%	0.00%
250.	corpus christi port oil import decline	1	6.00	00:04:48	0.00%	0.00%
251.	corpus christi port oxt	1	3.00	00:00:00	100.00%	0.00%
252.	corpus christi port pictures	1	3.00	00:00:00	100.00%	0.00%
253.	corpus christi port security	1	3.00	00:00:00	100.00%	0.00%
254.	corpus christi port size	1	6.00	00:01:05	100.00%	0.00%
255.	corpus christi port stats	1	21.00	00:03:44	0.00%	0.00%
256.	corpus christi port tariff	1	12.00	01:46:00	100.00%	0.00%
257.	corpus christi port terminal railroad	1	15.00	00:12:09	100.00%	0.00%
258.	corpus christi port, texas	1	1.00	00:00:00	100.00%	100.00%
259.	corpus christi port+	1	9.00	00:38:12	0.00%	0.00%
260.	corpus christi puerto	1	2.00	00:00:10	100.00%	0.00%
261.	corpus christi purchasing department	1	3.00	00:00:00	100.00%	0.00%
262.	corpus christi rail map	1	15.00	00:18:47	100.00%	0.00%
263.	corpus christi railroad growth	226	24.00	00:05:01	100.00%	0.00%

264.	corpus christi ranked	1	3.00	00:00:00	100.00%	0.00%
265.	corpus christi ranking	1	3.00	00:00:00	100.00%	0.00%
266.	corpus christi ship channel	1	3.00	00:00:00	0.00%	0.00%
267.	corpus christi ship channel map	1	3.00	00:00:00	100.00%	0.00%
268.	corpus christi ship channel plant, corpus christi, nueces county, tx	1	3.00	00:00:01	100.00%	0.00%
269.	corpus christi ship channel schedule	1	3.00	00:00:00	100.00%	0.00%
270.	corpus christi ship timings	1	3.00	00:00:10	100.00%	0.00%
271.	corpus christi steel mill construction	1	6.00	00:01:18	100.00%	0.00%
272.	corpus christi tankers port	1	9.00	00:00:41	0.00%	0.00%
273.	corpus christi tariff	1	3.00	00:00:00	100.00%	0.00%
274.	corpus christi terminal expansion	1	9.00	00:00:23	0.00%	0.00%
275.	corpus christi terminal regulations	1	6.00	00:02:35	0.00%	0.00%
276.	corpus christi texas harbor bridge funding	1	3.00	00:00:00	100.00%	0.00%
277.	corpus christi texas port	1	3.00	00:00:03	100.00%	0.00%
278.	corpus christi tx economy shale	1	12.00	00:02:44	0.00%	0.00%
279.	corpus christi tx harbor phone number	1	3.00	00:00:00	100.00%	0.00%
280.	corpus christi tx port	1	6.00	00:07:14	100.00%	0.00%
281.	corpus christi tx port authority	1	57.00	00:38:46	100.00%	0.00%
282.	corpus christi tx port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
283.	corpus christi uan port tx	1	3.00	00:00:00	100.00%	0.00%
284.	corpus christi vessel transportation	1	3.00	00:00:00	100.00%	0.00%
285.	corpus christi voest opinion	1	8.00	00:12:05	100.00%	0.00%
286.	corpus christi voestalpine	1	12.00	00:02:21	100.00%	0.00%
287.	corpus christi 港口	1	1.00	00:00:00	100.00%	100.00%
288.	corpus christi, port	1	3.00	00:01:06	100.00%	0.00%
289.	corpus christi, texas port	1	24.00	00:50:40	100.00%	0.00%
290.	corpus christi, tx	1	3.00	00:00:01	100.00%	0.00%
291.	corpus christi, tx cruise terminal;	1	3.00	00:00:00	100.00%	0.00%
292.	corpus christi, tx terminal	1	12.00	00:01:38	100.00%	0.00%
293.	corpus christi, tx, tx	1	3.00	00:00:00	100.00%	0.00%
294.	corpus christie ferry	1	3.00	00:00:00	100.00%	0.00%
295.	corpus christie lng	1	3.00	00:00:00	100.00%	0.00%
296.	corpus christie port	1	36.00	00:04:04	100.00%	0.00%
297.	corpus chrsti	1	3.00	00:00:38	100.00%	0.00%
298.	corpus cristi usa	1	3.00	00:00:15	100.00%	0.00%
299.	corpus cristie	1	3.00	00:00:00	100.00%	0.00%
300.	corpus cristy	1	6.00	00:03:29	100.00%	0.00%
301.	corpus port	1	60.00	00:20:31	100.00%	0.00%
302.	corpus port commasioer mike carroll	1	3.00	00:00:00	0.00%	0.00%
303.	corpus port police	227	6.00	00:00:51	100.00%	0.00%

	304.	corpus+christi+port	1	3.00	00:00:02	100.00%	0.00%
	305.	corpus+christi+port+authority+jobs	1	6.00	00:00:48	100.00%	0.00%
	306.	corpus+christi+port+of+corpus+christi	1	6.00	00:00:48	100.00%	0.00%
	307.	corpus+christi+ship+channel+rates	1	6.00	00:01:20	100.00%	0.00%
	308.	corpus+christi+usa+port	1	9.00	00:13:29	100.00%	0.00%
	309.	corpuschristiharborferry	1	3.00	00:00:00	100.00%	0.00%
	310.	cresent crude oil terminal corpus	1	9.00	00:00:45	100.00%	0.00%
	311.	crude blending	1	3.00	00:00:14	100.00%	0.00%
	312.	crude movements out of corpus christi	1	48.00	00:18:56	100.00%	0.00%
	313.	crude oil ships in corpus christi, tx	1	6.00	00:01:24	100.00%	0.00%
	314.	ctpat security profile	1	3.00	00:00:01	100.00%	0.00%
	315.	cvorpus cristy	1	3.00	00:00:03	100.00%	0.00%
	316.	david krams, port of corpus christi	1	15.00	00:11:31	0.00%	0.00%
	317.	descarga de minerales a granel secos	1	1.00	00:00:00	100.00%	100.00%
	318.	dibujo del directorio maritimo	1	1.00	00:00:00	100.00%	100.00%
	319.	dredging corpus christi	1	3.00	00:00:01	100.00%	0.00%
	320.	drive to the port of cc, tx	1	6.00	00:06:56	100.00%	0.00%
	321.	dry bulk carriers corpus christi tx	1	3.00	00:00:02	100.00%	0.00%
	322.	dry bulk marine terminals, texas	1	18.00	00:05:16	100.00%	0.00%
	323.	eagle ford crude export	1	3.00	00:00:01	100.00%	0.00%
	324.	eagle ford meetings corpus christie texas	1	3.00	00:00:00	100.00%	0.00%
	325.	eagle ford shale	1	12.00	00:10:19	0.00%	0.00%
	326.	eagle ford shale economic impact in corpus christi texas	1	15.00	00:16:13	100.00%	0.00%
	327.	eagle ford shale exporting	1	3.00	00:00:00	100.00%	0.00%
	328.	eagle ford shale play	1	3.00	00:00:03	100.00%	0.00%
	329.	eagle ford shale.com	1	3.00	00:00:02	100.00%	0.00%
	330.	eagle ford shipping	1	3.00	00:00:00	100.00%	0.00%
	331.	eagleford port	1	3.00	00:00:00	100.00%	0.00%
	332.	eddie martinez port of corpus	1	3.00	00:00:00	100.00%	0.00%
	333.	eddie martinez port of corpus christi	1	6.00	00:00:08	0.00%	0.00%
	334.	environmental services supervisor in corpus christi	1	6.00	04:16:49	100.00%	0.00%
	335.	exchange corpus christi	1	3.00	00:00:00	100.00%	0.00%
	336.	facilities and equipment present in port of corpus christi	1	3.00	00:00:02	100.00%	0.00%
	337.	fema floodplane, harbor island, corpus christi, texas	1	9.00	00:01:28	100.00%	0.00%
	338.	fence check form-ctpat	1	3.00	00:00:01	100.00%	0.00%
	339.	foia request port of corpus christi	1	21.00	00:05:56	100.00%	0.00%
	340.	forbes list corpus christi texas	1	3.00	00:00:01	100.00%	0.00%
	341.	forbes magazine port of corpuschristitexas	1	3.00	00:00:01	100.00%	0.00%
	342.	foreign trade zone bid	1	3.00	00:00:00	100.00%	0.00%
	343.	foreign trade zone port of corpus christi	228	6.00	00:00:22	0.00%	0.00%
	344.	fotos de las vias del tren en corpus christi tx	1	1.00	00:00:00	100.00%	100.00%

344.	lotos de las vias aertren en corpus christi tx	1	1.00	00:00:00	100.00%	100.00%
345.	frank brogan port corpus christi contact	1	12.00	00:00:33	0.00%	0.00%
346.	frank brogan port of corpus christi	1	9.00	00:02:45	100.00%	0.00%
347.	frank+broggan+port+of+corpus+christi	1	3.00	00:00:01	100.00%	0.00%
348.	ftz 122 corpus christi	1	6.00	00:02:08	100.00%	0.00%
349.	gate 9 port of corpus christi tx	1	3.00	00:00:00	100.00%	0.00%
350.	grainprices corpus christi	1	3.00	00:00:01	100.00%	0.00%
351.	growth trends corpus christi, tx	1	3.00	00:00:04	100.00%	0.00%
352.	gruppo mossi & ghisolfi corpus christi	1	3.00	00:00:01	100.00%	0.00%
353.	gruppo mossi & ghisolfi corpus christi rail	1	3.00	00:00:02	0.00%	0.00%
354.	harbor bridge corpus christi new	1	3.00	00:00:08	100.00%	0.00%
355.	harbor bridge deconstruction corpus christi	1	6.00	00:01:34	0.00%	0.00%
356.	harbor bridge public meeting 2013	1	3.00	00:00:01	0.00%	0.00%
357.	harbor corpus christi development	1	3.00	00:00:00	100.00%	0.00%
358.	harbor fair cc tx	1	3.00	00:00:02	100.00%	0.00%
359.	harbor ferry	1	3.00	00:00:00	100.00%	0.00%
360.	harbor in corpus christi	1	15.00	00:03:40	100.00%	0.00%
361.	harbor island	1	3.00	00:00:01	100.00%	0.00%
362.	harbor island aransas pass, tx	1	3.00	00:00:00	100.00%	0.00%
363.	harbor island corpus	1	3.00	00:00:00	100.00%	0.00%
364.	harbor island corpus christi	1	15.00	00:04:25	100.00%	0.00%
365.	harbor island corpus chrstiti	1	3.00	00:00:00	100.00%	0.00%
366.	harbor island ferry corpus christi tx	1	3.00	00:00:00	100.00%	0.00%
367.	harbor island nueces county texas	1	3.00	00:00:00	0.00%	0.00%
368.	harbor island port aransas	1	3.00	00:00:00	100.00%	0.00%
369.	harbor island tx ferry	1	3.00	00:00:00	100.00%	0.00%
370.	harbor island, tx ferry	1	3.00	00:00:00	100.00%	0.00%
371.	harbor master aransas pass	1	9.00	00:00:51	100.00%	0.00%
372.	harbor master corpus christi	1	3.00	00:00:00	100.00%	0.00%
373.	harbor master corpus christi, tx	1	6.00	00:02:08	100.00%	0.00%
374.	harbor master in corpus christi	1	6.00	00:03:36	0.00%	0.00%
375.	harbor master in corpus christi tx	1	22.00	00:02:31	0.00%	0.00%
376.	harbor master port corpus christi	1	18.00	00:07:03	100.00%	0.00%
377.	harbor tours corpus christi	1	3.00	00:00:00	100.00%	0.00%
378.	harbor wind power nueces	1	3.00	00:00:00	100.00%	0.00%
379.	harbor+island+tx	1	3.00	00:00:01	100.00%	0.00%
380.	harbor+wind,+llc++nueces+county corpus+christi 78402	1	6.00	00:01:04	100.00%	0.00%
381.	harbors in corpus christi tx	1	3.00	00:00:00	100.00%	0.00%
382.	harbour island corpus chrisit	1	9.00	00:03:17	100.00%	0.00%
383.	history of the corpus christi ship channel	1	3.00	00:00:00	100.00%	0.00%
384.	hot briquettes iron project at corpus christie	2291	3.00	00:00:00	100.00%	0.00%

385.	hotels nahe wind farm in corpus christi	1	3.00	00:00:07	100.00%	0.00%
386.	how far from port o'connell to corpus christi	1	3.00	00:00:00	100.00%	0.00%
387.	how far is laporte tx from corpus christi, tx	1	6.00	00:00:15	100.00%	0.00%
388.	how much does a cubic yard of pet coke weigh	1	3.00	00:00:00	100.00%	0.00%
389.	how to become a police officer for the port of corpus christi texas	1	15.00	00:07:51	100.00%	0.00%
390.	http://portofcc.com/	1	3.00	00:00:00	100.00%	0.00%
391.	http://www.portofcc.com/	1	3.00	00:00:05	100.00%	0.00%
392.	imagenes de niños north side 14	1	1.00	00:00:00	100.00%	100.00%
393.	images for port of corpus christi	1	3.00	00:00:02	0.00%	0.00%
394.	ingleside oxy	1	3.00	00:00:00	100.00%	0.00%
395.	ingleside texas oxy ingleside energy center address	1	6.00	00:00:29	100.00%	0.00%
396.	ingleside tx channel port	1	44.00	00:05:46	100.00%	0.00%
397.	is corpus christi projected to double in size in 9 years?	1	69.00	00:15:58	100.00%	0.00%
398.	is the port of corpus christi a state agency	1	15.00	00:02:05	100.00%	0.00%
399.	janitorial services corpus	1	3.00	00:00:00	100.00%	0.00%
400.	jerry c mcdonald port aransas tx	1	3.00	00:00:00	100.00%	0.00%
401.	job fair for the port of corpus christi	1	6.00	00:02:13	100.00%	0.00%
402.	job in corpus christi port	1	3.00	00:00:00	100.00%	0.00%
403.	jobs at the port authority in corpus christi	1	12.00	00:03:11	100.00%	0.00%
404.	jobs at the port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
405.	jobs in corpus christi	1	3.00	00:00:01	100.00%	0.00%
406.	jobs port cc tx	1	3.00	00:00:00	100.00%	0.00%
407.	john larue	1	9.00	00:04:44	100.00%	0.00%
408.	jones act eagle ford	1	3.00	00:00:00	100.00%	0.00%
409.	kcs corpus christi yd	1	30.00	00:22:08	100.00%	0.00%
410.	kid lesson about types of ships	1	3.00	00:00:13	100.00%	0.00%
411.	la expansión corpus christi	1	3.00	00:00:01	100.00%	0.00%
412.	la quinta channel extension	1	3.00	00:00:00	100.00%	0.00%
413.	la quinta channel in corpus christi	1	3.00	00:00:00	0.00%	0.00%
414.	la quinta gateway terminal	1	9.00	00:01:16	100.00%	0.00%
415.	la quinta port of corpus christi texas	1	6.00	00:00:47	0.00%	0.00%
416.	la quinta ship channel	1	9.00	00:13:09	100.00%	0.00%
417.	la quinta trade gateway in san patricio county	1	3.00	00:00:04	100.00%	0.00%
418.	la quinta trade gateway map	1	6.00	00:17:29	100.00%	0.00%
419.	la quinta trade gateway terminal	1	3.00	00:00:00	100.00%	0.00%
420.	la quinta trade gateway, corpus christi, texas	1	3.00	00:00:06	100.00%	0.00%
421.	la quinta trade gateway, corpus christi, tx	1	3.00	00:00:01	100.00%	0.00%
422.	linkedin port of corpus christi	1	3.00	00:00:00	0.00%	0.00%
423.	liquid bulk dock	1	6.00	00:08:27	100.00%	0.00%
424.	liquid bulk terminal corpus christi	230	3.00	00:00:01	100.00%	0.00%

425.	list of companies looking at la quinta ship channel	1	2.00	00:02:51	100.00%	0.00%
426.	lng in the port of corpus christi	1	3.00	00:00:00	100.00%	0.00%
427.	login to lean anywhere for kids at corpus christi	1	3.00	00:00:00	100.00%	0.00%
428.	loop oil terminal + community	1	3.00	00:00:00	100.00%	0.00%
429.	m and g	1	6.00	00:02:53	0.00%	0.00%
430.	m/v kuwana v 48	1	3.00	00:00:00	100.00%	0.00%
431.	m&g corpus christi permit	1	3.00	00:00:00	0.00%	0.00%
432.	m&g group and m&g resins and port of corpus christi	1	3.00	00:00:01	100.00%	0.00%
433.	m&g resins	1	3.00	00:00:00	100.00%	0.00%
434.	m&g resins corpus christi, tx 2013	1	3.00	00:00:00	100.00%	0.00%
435.	m&g resins map port of corpus christi	1	70.00	01:00:10	100.00%	0.00%
436.	m&g resins usa, llc	1	3.00	00:00:01	100.00%	0.00%
437.	m&g resins usa, llc cc tx	1	3.00	00:00:01	100.00%	0.00%
438.	m&g supply agreement corpus	1	3.00	00:00:00	100.00%	0.00%
439.	main channel from corpus to sea	1	6.00	00:01:42	100.00%	0.00%
440.	map of port of corpus christi	1	9.00	00:00:17	100.00%	0.00%
441.	map of port of corpus christi, tx	1	6.00	00:00:23	100.00%	0.00%
442.	maria v cruz corpus christi,tx	1	3.00	00:00:03	100.00%	0.00%
443.	marine facilities in corpus christi images shell oil	1	9.00	00:04:02	100.00%	0.00%
444.	maritime traffic port of corpus christi	1	9.00	00:00:58	100.00%	0.00%
445.	max draft at port of corpus christi july 2013	1	12.00	00:04:53	100.00%	0.00%
446.	medical reporting in corpus christi	1	3.00	00:00:00	100.00%	0.00%
447.	members of the corpus christi port commission	1	9.00	00:00:48	0.00%	0.00%
448.	merge+port+rail	1	3.00	00:00:01	100.00%	0.00%
449.	michael d scott corpus christi tx	1	3.00	00:00:00	0.00%	0.00%
450.	midrex empleos	1	3.00	00:04:40	100.00%	0.00%
451.	midrex technologies corpus christi construction	1	3.00	00:00:00	100.00%	0.00%
452.	midrex texas	1	6.00	00:00:12	100.00%	0.00%
453.	mike carrell port of corpus christi	1	6.00	00:04:09	100.00%	0.00%
454.	mike scott corpus hs construction	1	3.00	00:00:00	100.00%	0.00%
455.	mossi & ghisolfi	1	1.00	00:00:00	100.00%	100.00%
456.	mv kuwana	1	6.00	00:00:09	0.00%	0.00%
457.	nelda olivo, pocca	1	6.00	05:48:00	0.00%	0.00%
458.	new artificial reef near corpus christi	1	3.00	00:00:00	100.00%	0.00%
459.	new container docks corpus christi texas	1	6.00	00:00:17	100.00%	0.00%
460.	new corpus chrsti rail yard	1	2.00	00:00:00	100.00%	0.00%
461.	new docks corpus christi frank brogan	1	12.00	00:04:36	0.00%	0.00%
462.	north brigde + corpus christi	1	3.00	00:00:03	100.00%	0.00%
463.	notice of arrival form	1	3.00	00:00:00	100.00%	0.00%
464.	nueces couonty texas ftz	231	12.00	00:03:03	100.00%	0.00%
465.	nueces river rail yard's	1	3.00	00:00:01	100.00%	0.00%


465.	nueces river rail yard s	1	3.00	00:00:01	100.00%	0.00%
466.	nustar barge dock, corpus christi	1	15.00	00:16:16	100.00%	0.00%
467.	nustar corpus christi oil dock 2	1	6.00	00:03:11	100.00%	0.00%
468.	nustar dock corpus christi	1	6.00	00:00:20	100.00%	0.00%
469.	occidental corpus christi propane export	1	3.00	00:00:03	100.00%	0.00%
470.	occidental lpg export	1	6.00	00:00:32	100.00%	0.00%
471.	occidental petroleum corpus christi project	1	3.00	00:00:00	100.00%	0.00%
472.	occidental petroleum lng export facility corpus christi	1	9.00	00:30:42	100.00%	0.00%
473.	occidental petroleum lpg exports from usg	1	3.00	00:00:00	100.00%	0.00%
474.	occidental petroleum news ingleside	1	3.00	00:00:00	100.00%	0.00%
475.	occidental propane export ingleside	1	1.00	00:00:00	100.00%	100.00%
476.	occidental+ingleside+energy+center	1	3.00	00:00:00	100.00%	0.00%
477.	oil companies doing business with port of corpus christi	1	15.00	00:06:08	0.00%	0.00%
478.	oil dock # 1 corpus christi	1	3.00	00:00:01	100.00%	0.00%
479.	oil dock 1. nu star in corpus	1	3.00	00:00:00	100.00%	0.00%
480.	oil tankers port corpus christi	1	6.00	00:02:10	100.00%	0.00%
481.	oil terminals, corpus christi	1	3.00	00:00:00	100.00%	0.00%
482.	oli tanker "? princess" leaving corpus christi port	1	3.00	00:00:00	100.00%	0.00%
483.	orion construction la quinta channel extension	1	3.00	00:00:00	0.00%	0.00%
484.	outlets of corpus christi- koro univision	1	3.00	00:00:00	100.00%	0.00%
485.	overview of ftz	1	3.00	00:00:01	100.00%	0.00%
486.	oxi dock corpus christi	1	3.00	00:00:01	100.00%	0.00%
487.	oxy - propane terminal	1	3.00	00:00:00	100.00%	0.00%
488.	oxy corpus christi	1	3.00	00:00:01	100.00%	0.00%
489.	oxy eingle side	1	3.00	00:00:03	100.00%	0.00%
490.	oxy ingleside energy center address	1	3.00	00:00:00	0.00%	0.00%
491.	oxy ingleside energy center location	1	3.00	00:00:12	100.00%	0.00%
492.	oxy lpg export	1	3.00	00:00:00	100.00%	0.00%
493.	oxy, ingleside	1	9.00	00:00:52	100.00%	0.00%
494.	pagea lng	1	21.00	00:57:19	100.00%	0.00%
495.	panama canal expansion and corpus christi	1	12.00	00:22:57	100.00%	0.00%
496.	pangea corpus christi	1	3.00	00:00:01	100.00%	0.00%
497.	pangea corpus christi, texas	1	15.00	00:10:41	100.00%	0.00%
498.	pangea lng corpus christi	1	3.00	00:00:00	100.00%	0.00%
499.	parque industrial el rincon	1	1.00	00:00:00	100.00%	100.00%
500.	patty ponton corpus christi	1	3.00	00:00:00	100.00%	0.00%

Rows 1 - 500 of 785

PCC - <http://www.portofcorpuschristi.com>
PCC

Referral Traffic

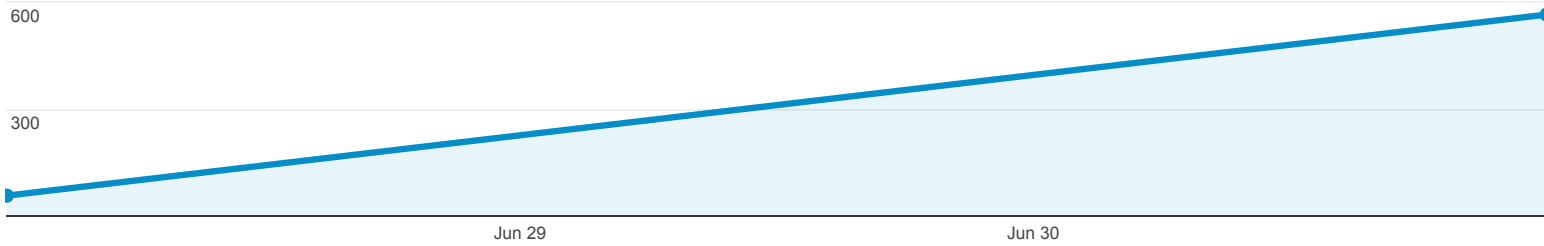
Jun 28, 2013 - Jul 28, 2013

 % of visits: 7.42%

Explorer

Site Usage

● Visits



	Source	Visits	Pages / Visit	Avg. Visit Duration	% New Visits	Bounce Rate
		622 % of Total: 7.42% (8,388)	6.27 Site Avg: 5.91 (5.99%)	00:08:25 Site Avg: 00:09:53 (-14.91%)	82.80% Site Avg: 59.13% (40.02%)	7.88% Site Avg: 21.79% (-63.85%)
1.	t21.com.mx	99	3.78	00:14:39	91.92%	1.01%
2.	americaeconomia.com	49	4.02	00:27:16	100.00%	0.00%
3.	portofcorpuschristi.com	41	5.15	00:01:27	48.78%	19.51%
4.	google.com	40	6.88	00:01:40	85.00%	2.50%
5.	texasports.org	35	12.00	00:12:21	100.00%	0.00%
6.	portofcc.com	27	1.11	00:00:03	7.41%	96.30%
7.	corpuschristi-tx.net	21	4.24	00:00:40	100.00%	0.00%
8.	bidocean.com	16	12.00	00:01:05	87.50%	0.00%
9.	aransascorpuschristipilots.com	14	10.50	00:05:50	100.00%	0.00%
10.	naylornetwork.com	11	13.73	00:05:13	81.82%	9.09%
11.	aapa-ports.org	10	15.40	00:01:11	40.00%	0.00%
12.	lrrepublica.info	10	4.00	00:02:28	60.00%	0.00%
13.	breakbulk.com	9	8.44	00:02:38	100.00%	0.00%
14.	en.wikipedia.org	8	5.25	00:02:58	100.00%	0.00%
15.	worldportsource.com	8	6.75	00:02:43	100.00%	0.00%
16.	idp.pocca.com	7	3.43	00:05:38	57.14%	57.14%
17.	logisticsmgmt.com	7	4.71	00:00:35	100.00%	0.00%
18.	cctexas.com	6	11.50	00:08:57	83.33%	0.00%
19.	corpuschristichamber.org	6	6.00	00:01:44	83.33%	0.00%
20.	portal.mygrande.net	6	2.83	00:00:05	100.00%	33.33%
21.	search.mywebsearch.com	6	5.00	00:00:22	83.33%	0.00%
22.	congreso.fitac.net	5	233.20	00:03:39	80.00%	0.00%

	23.	inboundlogistics.com.mx	5	4.60	02:06:50	100.00%	0.00%
	24.	progressiverailroading.com	5	6.00	00:00:56	60.00%	0.00%
	25.	start.toshiba.com	5	6.00	00:00:18	0.00%	0.00%
	26.	10.1.3.10	4	3.75	00:00:02	75.00%	0.00%
	27.	ccredc.com	4	8.25	00:01:11	100.00%	0.00%
	28.	ebidexchange.com	4	9.00	00:01:54	0.00%	0.00%
	29.	ortizcenter.com	4	7.50	00:02:05	100.00%	0.00%
	30.	transportando.net	4	3.00	00:00:01	100.00%	0.00%
	31.	bing.com	3	6.00	00:00:13	33.33%	0.00%
	32.	bnsf.com	3	3.00	00:00:00	100.00%	0.00%
	33.	cclibraries.com	3	9.00	00:01:14	100.00%	0.00%
	34.	centralamericadata.com	3	6.00	02:56:29	66.67%	0.00%
	35.	de.wikipedia.org	3	3.00	00:00:02	100.00%	0.00%
	36.	inglesidetxchamber.com	3	4.00	00:00:11	100.00%	0.00%
	37.	ports.com	3	4.00	00:00:06	66.67%	0.00%
	38.	portsamerica.com	3	13.33	00:01:31	66.67%	33.33%
	39.	workforcesolutionscb.org	3	7.67	00:01:40	100.00%	0.00%
	40.	yellowpages.com	3	8.00	00:02:01	100.00%	0.00%
	41.	zoominfo.com	3	13.33	00:03:26	100.00%	33.33%
	42.	192.9.200.7	2	6.00	00:30:19	100.00%	0.00%
	43.	aapacolombia2013.com	2	4.50	00:00:18	100.00%	0.00%
	44.	businessclimate.com	2	2.50	00:00:00	100.00%	0.00%
	45.	californiawheat.org	2	3.00	00:00:00	100.00%	0.00%
	46.	ceresglobal.com	2	15.00	00:04:36	100.00%	0.00%
	47.	dogpile.com	2	7.50	00:00:45	100.00%	0.00%
	48.	en.m.wikipedia.org	2	4.50	00:00:13	100.00%	0.00%
	49.	gsen5388.herobo.com	2	4.50	00:00:08	100.00%	0.00%
	50.	gulfportsaa.com	2	4.50	00:00:46	50.00%	0.00%
	51.	humanitariansuppliers.org	2	2.50	00:00:01	100.00%	0.00%
	52.	implanners.com	2	16.50	00:02:02	100.00%	0.00%
	53.	linkedin.com	2	4.50	00:00:09	100.00%	0.00%
	54.	maritime.homestead.com	2	3.00	00:00:01	100.00%	0.00%
	55.	megamaquinas.com	2	11.50	00:06:45	100.00%	0.00%
	56.	netforum.intermodal.org	2	4.50	00:00:55	100.00%	0.00%
	57.	peruline.logistics.com	2	3.00	00:00:01	100.00%	0.00%
	58.	portcorpuschristi.com	2	3.00	00:00:00	100.00%	0.00%
	59.	search.earthlink.net	2	13.50	00:02:55	100.00%	0.00%
	60.	search.twcc.com	2	6.00	00:00:23	100.00%	0.00%
	61.	start.mysearchdial.com	2	7.50	00:03:03	50.00%	0.00%
	62.	suche.t-online.de	2	6.00	00:00:44	100.00%	0.00%
	63.	users.hal-pc.org	2	3.00	00:00:00	100.00%	0.00%

	64.	71.40.205.38	1	6.00	00:08:16	100.00%	0.00%
	65.	admin.axistrackreport.com	1	9.00	00:00:15	0.00%	0.00%
	66.	alacat2012.org	1	3.00	00:00:09	100.00%	0.00%
	67.	amazon.com	1	21.00	00:02:39	100.00%	0.00%
	68.	backlinkwatch.com	1	1.00	00:00:00	100.00%	100.00%
	69.	baidu.com	1	1.00	00:00:00	100.00%	100.00%
	70.	bayhouston.com	1	3.00	00:00:00	100.00%	0.00%
	71.	bestbetlinehandlers.com	1	3.00	00:00:01	100.00%	0.00%
	72.	blekko.com	1	6.00	00:01:23	100.00%	0.00%
	73.	ccea.biz	1	12.00	00:03:24	0.00%	0.00%
	74.	cglobal.auc.com	1	3.00	00:00:00	100.00%	0.00%
	75.	citgograybook.com	1	12.00	00:00:35	100.00%	0.00%
	76.	coastalbendhomestore.com	1	3.00	00:00:00	100.00%	0.00%
	77.	company-records.com	1	3.00	00:00:06	100.00%	0.00%
	78.	corporationwiki.com	1	15.00	00:02:34	100.00%	0.00%
	79.	corpuschristi-mpo.org	1	3.00	00:00:00	100.00%	0.00%
	80.	crp.ports.moranshipping.com	1	12.00	00:01:06	100.00%	0.00%
	81.	delta-search.com	1	9.00	00:00:59	100.00%	0.00%
	82.	files.bannersnack.net	1	3.00	00:00:01	100.00%	0.00%
	83.	ft.com	1	3.00	00:00:00	100.00%	0.00%
	84.	geminishippers.com	1	6.00	00:00:38	100.00%	0.00%
	85.	gensteam.com	1	3.00	00:00:01	100.00%	0.00%
	86.	google.no	1	3.00	00:00:00	100.00%	0.00%
	87.	govome.com	1	3.00	00:00:00	100.00%	0.00%
	88.	hoovers.com	1	18.00	00:06:11	100.00%	0.00%
	89.	ilaunion.org	1	12.00	00:01:05	100.00%	0.00%
	90.	jobview.monster.com	1	9.00	00:04:35	0.00%	0.00%
	91.	kingmustangs1980.com	1	3.00	00:00:00	100.00%	0.00%
	92.	lavasoft.blekko.com	1	12.00	00:06:02	100.00%	0.00%
	93.	lnggc.com	1	3.00	00:00:02	100.00%	0.00%
	94.	local.yahoo.com	1	8.00	00:02:05	100.00%	0.00%
	95.	mail.trla.org	1	3.00	00:00:01	100.00%	0.00%
	96.	manta.com	1	3.00	00:00:00	100.00%	0.00%
	97.	maps.yahoo.com	1	10.00	00:05:13	100.00%	0.00%
	98.	netpas.net	1	3.00	00:00:00	100.00%	0.00%
	99.	platform.onvia.com	1	9.00	00:00:15	100.00%	0.00%
	100.	plusnetwork.com	1	3.00	00:00:09	100.00%	0.00%
	101.	portinfo.co.uk	1	6.00	00:00:32	100.00%	0.00%
	102.	sandy-tugs.com	1	18.00	00:32:55	100.00%	0.00%
	103.	sanpatwater.com	1	48.00	00:11:12	0.00%	0.00%

104.	seaport.webarcher.com	1	3.00	00:00:00	100.00%	0.00%
105.	search.iminent.com	1	1.00	00:00:00	100.00%	100.00%
106.	search.incredibar.com	1	3.00	00:00:00	100.00%	0.00%
107.	search.pch.com	1	3.00	00:00:01	100.00%	0.00%
108.	search.rr.com	1	3.00	00:00:00	100.00%	0.00%
109.	search.snapdo.com	1	15.00	00:10:49	100.00%	0.00%
110.	search.sweetim.com	1	3.00	00:00:02	100.00%	0.00%
111.	searchalot.com	1	3.00	00:00:00	100.00%	0.00%
112.	seekon.com	1	6.00	00:07:17	100.00%	0.00%
113.	smoorephotography.webs.com	1	3.00	00:00:00	100.00%	0.00%
114.	suche.web.de	1	6.00	00:00:43	100.00%	0.00%
115.	superpages.com	1	3.00	00:00:07	100.00%	0.00%
116.	swagbucks.com	1	3.00	00:00:00	100.00%	0.00%
117.	texasbids.net	1	18.00	00:01:18	100.00%	0.00%
118.	texasrailadvocates.org	1	9.00	00:04:23	100.00%	0.00%
119.	texeagle.uberflip.com	1	6.00	00:00:48	100.00%	0.00%
120.	threadcontent.next.ecollege.com	1	12.00	00:11:04	100.00%	0.00%
121.	translate.google.com.mx	1	1.00	00:00:00	0.00%	100.00%
122.	travel.yahoo.com	1	9.00	00:06:11	100.00%	0.00%
123.	us-mg6.mail.yahoo.com	1	9.00	00:00:08	0.00%	0.00%
124.	uwcb.org	1	12.00	00:01:51	100.00%	0.00%
125.	veintepies.com	1	3.00	00:00:03	100.00%	0.00%
126.	voestalpine.net	1	3.00	00:00:00	0.00%	0.00%
127.	weather.com	1	22.00	00:14:50	100.00%	0.00%
128.	webcrawler.com	1	3.00	00:00:00	100.00%	0.00%
129.	website-unavailable.com	1	12.00	00:00:36	100.00%	0.00%
130.	wgma.org	1	3.00	00:00:00	100.00%	0.00%
131.	workmob.com	1	3.00	00:00:03	100.00%	0.00%
132.	ww3.mpcconnect.com	1	3.00	00:00:00	100.00%	0.00%

GOVERNMENT AFFAIRS

During July 2013, Government Affairs promoted and protected port and regional interests at the local, state and federal levels of government.

LOCAL

- Attended Corpus Christi Chamber of Commerce government affairs committee meeting, legislative update luncheon with Senator Hinojosa and State Representatives held at Del Mar College.

STATE

- Government Affairs worked with House and Senate offices and Texas Ports Association members to gain support for port funding amendment. Governor Perry announced a third special session to consider the funding of transportation infrastructure. The passed transportation bill includes the amendment which allows ports in Texas to access the Texas Mobility Fund for funding of port transportation projects.
- Coordinated visit for TXDOT Commissioners and staff from the Maritime Division. The group participated in a port briefing, tour and luncheon with community leaders and elected officials.
- Assisted Commissioner Zahn with visit by TX Insurance Commissioner Rathgeber to Corpus Christi. A tour and luncheon with community leaders was hosted by the Port.

FEDERAL

- House Transportation and Infrastructure Chairman Bill Shuster announced a timetable for the draft WRDA bill. The committee hopes to debate the bill in late September and passage in October. Government Affairs continues to work with congressional offices to review policy changes.
- Working with congressional offices and consultants to monitor 2014 budget, USACE funding, Sequestration, Harbor Maintenance Trust Fund, TIGER program, Port Security Grant Program funding, etc.



MEMORANDUM

To: Nelda Olivo
From: Hugo Berlanga
Re: July Activity Report
Date: August 2, 2013

Below, please find an update on issues of interest to the Port. Also, please find a brief summary of those activities conducted by Berlanga Business Consultants on behalf of the Port:

The Second Called Special Session by Governor Perry includes legislation dealing with abortion, juvenile justice, and transportation funding. SB 2 (juvenile justice) and HB 2 (abortion) both passed, but transportation funding failed.

SJR 1 by Senator Nichols, proposing a constitutional amendment to provide for transportation funding was quickly passed out of the Senate Finance Committee and the Senate early on in the Second Called Special Session. The House passed their version of the legislation HJR 2 early on as well. HJR 2 was amended by the Senate to reflect their version and sent back to the House for approval. One of the sticking points between the two chambers is the Senate wanting to cap revenue from the Rainy Day Fund at \$6 billion and the House not wanting a set cap. The Texas Ports Association worked hard to get language into HJR 2 to assist ports with the Texas Mobility Fund. Senator Nichols objected to the language and it was removed. Ultimately, the House failed to get the necessary 100 votes needed for a constitutional amendment to pass falling short by 16 votes. All parties involved will continue working to get the necessary language helping Texas ports into the transportation bill of the 3rd Special Session.

Thirty minutes after the Second Special Session ended the Governor called the Legislature back for a Third Special Session to address the transportation funding issue.

Speaker of the House Joe Straus announced the creation of a Select Committee on Transportation Funding and appointed Reps. Phillips, Burkett, Geren, Harper-Brown, Hunter, Munoz Jr., and Thompson to the committee. The bills referred to the committee are HB 1 and HJR 1, HJR 1 is identical to the House version of HJR 2 from the Second Special Session. The Senate Committee on Finance also met to vote out SB 1 and SJR 1 dealing with transportation funding.

Governor Perry announced he will not be seeking re-election.

Attorney General Greg Abbott announced he will be running for Governor.

Berlanga Business Consultants
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Office 512-478-1881, Facsimile 361-887-7023, Mobile 361-813-9212

Rep. Dan Branch (R-Dallas) announced he will be running for Attorney General.

- Had meeting with Nelda Olivo, Port Staff regarding legislative issues on July 8, 2013;
- Participated in a conference call with John Roby on July 12, 2013;
- Attended meeting with Port Staff and Luncheon meeting with TxDOT officials on July 15, 2013;
- Had a meeting the Rep. Todd Hunter regarding legislative issues on July 22, 2013;
- Attended meeting and luncheon with Insurance Commissioner Julia Rathgeber on July 24, 2013;
- Conference call with Nelda Olivo at Port offices with the Texas Ports Association on July 24th;
- BBC will continue to work with Port staff to coordinate all legislative lobbying efforts;
- BBC will continue communication with the members and staff of Senate IGR, Senate Natural Resources, Senate State Affairs, the Lt. Governor's office and House Transportation & Speaker's Office;
- BBC will continue to send notices regarding meetings and articles of interest to the Port via fax and/or e-mail.

Memorandum for Nelda Olivo, Manager of Government Affairs, Port of Corpus Christi Authority

From **Randy Erben**

Date: July 31, 2013

Re: Activities on behalf of Port of Corpus Christi during July 2013

July 1: Attendance at House and Senate floor sessions for second called special sessions on first readings and referrals of SJR 1 and HJR 1 (transportation funding legislation); preparation and transmission of memoranda to POCCA representatives regarding congressional activities and Nueces County delegation newsletters.

July 2: Attendance at Senate Finance Committee hearing on SJR 1 (transportation funding); conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding congressional activities.

July 3: Preparation and transmission of memoranda to POCCA representatives regarding congressional activities.

July 8: Review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, Justin Hudman of Rep. Hunter's office, and other POCCA representatives regarding Texas Ports Association visits on July 9 regarding SJR 1; conferences with Jason Baxter, Kara Crawford, Janiece Crenwelge, and Rob Orr of the Senate Finance Committee staff regarding SJR 1; preparation and transmission of memoranda to POCCA representatives regarding GAO reports and congressional activities.

July 9: Attendance at House Appropriations Committee hearing on HJR 1/SJR 1; attendance at Senate floor discussion on scheduling of SJR 1; conferences with Texas Ports Association representatives regarding port amendment to SJR 1; participation with Texas Ports Association in visits with members and staff regarding SJR 1; conferences with Rep. Hunter and staff, Rep. Raney and his staff, Rep. Morrison and staff, Rep. Eiland and staff, Rep. Deshotel and staff, and staff of Sen. Hinojosa regarding SJR 1; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, and other POCCA representatives regarding Texas Ports Association visits on July 9 regarding SJR 1; preparation and transmission of memoranda to POCCA representatives regarding congressional activities.

July 10: Review of memoranda from, and preparation and transmission of memoranda to, John Roby and other Texas Ports Association representatives, Nelda Olivo, John LaRue, Judy Hawley, and other POCCA representatives regarding Texas Ports Association amendment to SJR 1; preparation and transmission of memoranda to POCCA representatives regarding House Appropriations Committee hearing on HJR 1/SJR 1, and congressional activities.

July 11: Attendance at Senate floor session on SJR 1 (transportation funding legislation); attendance at House Appropriations Committee hearing on HJR 1/SJR 1; preparation and transmission of memoranda to POCCA representatives regarding congressional activities and Nueces County delegation newsletters.

July 12: Participation in Texas Ports Association conference call regarding amendment to SJR 1.

July 14: Conferences with Rep. Davis regarding ports amendment to HB 16.

July 15: Conferences with Rep. Davis and staff regarding ports amendment to HB 16; attendance at House floor debate on HJR 2 and HB 16; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding congressional activities.

July 16: Conferences with Sen. Nichols, Justin Hudman of Rep. Hunter's office, and Hunter Hughes of Rep. Davis' office regarding SJR 1, HJR 2, and HB 16; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, and Hugo Berlanga regarding Texas Ports Association amendment to HB 16; conferences with Speaker Straus and staff, and Sen. Nichols and staff, regarding same; preparation and transmission of memoranda to POCCA representatives regarding same, and congressional activities.

July 17: Review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, and Hugo Berlanga regarding Texas Ports Association amendment to HB 16; conferences with Justin Hudman of Rep. Hunter's office regarding same; preparation and transmission of memoranda to POCCA representatives regarding same, and congressional activities.

July 18: Attendance at House floor debate on HJR 2 and HB 16; conferences with members and staff regarding same; preparation and transmission of memoranda to POCCA representatives regarding same, and congressional activities.

July 19: Conferences with Rep. Hunter regarding HJR 2 and HB 16; attendance at Senate floor debate on HJR 2; conferences with members and staff regarding same; participation in Texas Ports Association conference call regarding same; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, Rene Ramirez, Deirdre Delisi, and Hugo Berlanga regarding Texas Ports Association amendment to HB 16; preparation and transmission of memoranda to POCCA representatives regarding same, and congressional activities.

July 22: Conferences with Oscar Garza of Sen. Hinojosa's office regarding HJR 2; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, Oscar Garza of Sen. Hinojosa's office, and Texas Ports Association representatives regarding Texas Ports Association amendment to HB 16; preparation and transmission of memoranda to POCCA representatives regarding same, and congressional activities.

July 23: Conferences with Sens. Eltife and Whitmire, and Oscar Garza of Sen. Hinojosa's office, regarding HJR 2; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, Oscar Garza of Sen. Hinojosa's office, and Texas Ports Association representatives regarding Texas Ports Association amendment to HB 16; preparation and transmission of memoranda to POCCA representatives regarding HJR 2 and congressional activities.

July 24: Review of memoranda from, and preparation and transmission of memoranda to, and conferences with, Keith Strama, Nelda Olivo, John LaRue, Texas Ports Association representatives, and House and Senate staff regarding Texas Ports Association amendment to HB 16 and HJR 2; preparation and transmission of memoranda to POCCA representatives regarding HB 16 and HJR 2, and congressional activities.

July 25: Attendance at House and Senate floor debates on HJR 2; attendance at Senate Finance Committee hearing on HB 16; conferences with members and staff regarding same; review of memoranda from, and preparation and transmission of memoranda to, and conferences with, Nelda Olivo, John LaRue, Rene Ramirez, Deirdre Delisi, and Texas Ports Association representatives regarding Texas Ports Association amendment to HB 16; preparation and transmission of memoranda to POCCA representatives regarding congressional activities and Nueces County delegation newsletters.

July 26: Attendance at Senate floor debate on HJR 2 and HB 16; conferences with Sen. Williams and staff regarding same.

July 28: Review of memoranda from, and preparation and transmission of memoranda to, Keith Strama, Rene Ramirez, Texas Ports Association representatives, and legislative staff regarding conference committee reports for HJR 2 and HB 16.

July 29: Attendance at House and Senate floor debates on HJR 2 and HB 16; conferences with members and staff regarding same; review of memoranda from, and preparation and transmission of memoranda to, Nelda Olivo, John LaRue, Rene Ramirez, and Texas Ports Association representatives regarding same; preparation and transmission of memoranda to POCCA representatives regarding congressional activities and legislative actions.

July 1-31: Conferences with Sen. Hinojosa and Reps. Hunter, Herrero and Lozano, and staffs, regarding port issues.

Review of, and legal research on, special session legislation and agency activities affecting POCCA.

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MEMO

To: Port of Corpus Christi
From: Borski Associates
Date: August 1, 2013
Re: Monthly Report

FY14 Budget and Deepening

The House passed the FY14 Energy and Water Development Appropriations Act by a mostly party-line vote of 227-198 on July 10th. Included in this bill is \$7 million for maintenance dredging of the Corpus Christi Ship Channel. However, the House bill provides approximately \$4.4 billion less than the Senate bill, with nearly all of the cuts coming from Department of Energy programs. Given these differences and the coming debate over government funding and the sequestration, we do not see this bill becoming law. Rather, we see another continuing resolution funding nearly all government programs for the 2014 Fiscal Year. Under this scenario (similar to this year), the Army Corps will develop a work plan based on the funding levels provided by the continuing resolution.

House WRDA

The House Transportation and Infrastructure Committee is still working on its version of a Water Resources Development Act. We commented on two proposals from Congressman Farenthold's office, which would allow ports to conduct feasibility studies on harbor improvement projects and would streamline the Army Corps permitting review process for federal assumption of maintenance dredging.

As of this writing, it appears that WRDA has hit a snag, due to both its limited scope and its association with increased federal spending. While the bill will not include earmarks (which in the past have helped garner support for such packages), conservatives have significant problems with the spending that has characterized previous bills. The House Transportation and Infrastructure Committee planned to consider this bill during the second week of July, but due to these considerations, this action was pushed back.

Given that there are only nine legislative days in September, most of which will be consumed with the FY14 budget and other fiscal matters, we do not leadership prioritizing this bill until perhaps late October.

August Recess

Congress will recess for the month of August on August 2nd. Members and Senators will return on September 9th.

CASSIDY & ASSOCIATES

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Firm Client: Port of Corpus Christi Authority, Texas

Primary Client Team: Barry Rhoads, Steven McKnight, James Lofton,
and Andrew Forbes

Services Period: July 1-31, 2013

Summary of Services on behalf of Port of Corpus Christi Authority, Texas:

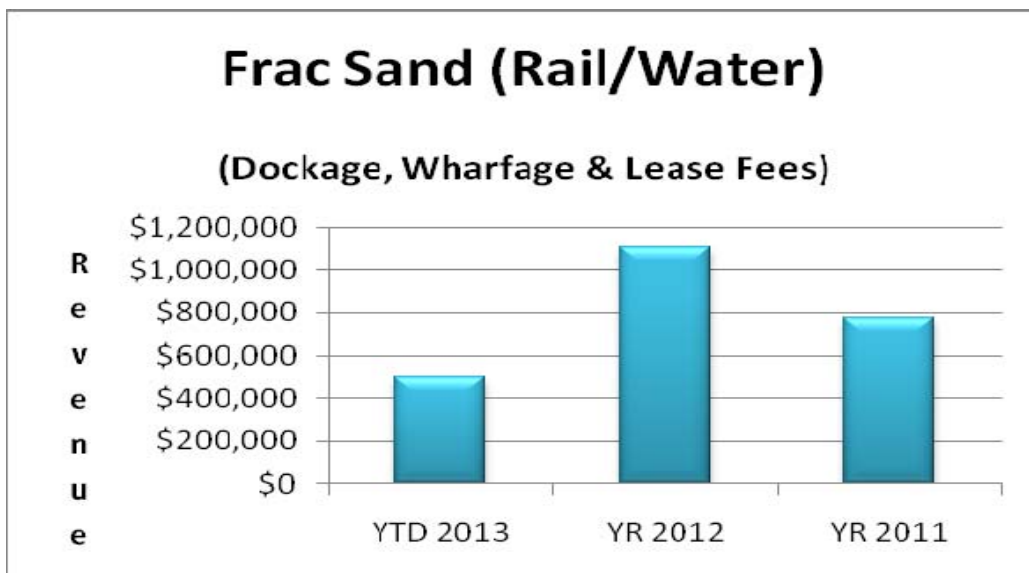
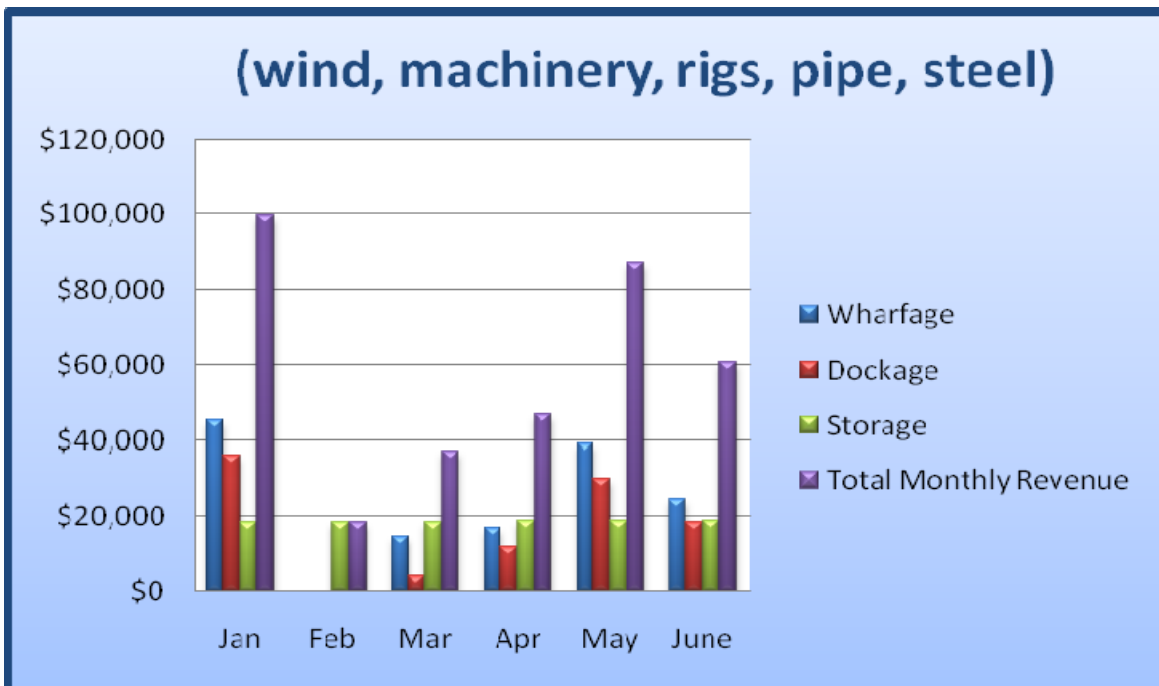
- Substantive consulting on federal government issues on behalf of PCCA
 - ▶ Made inquiries about future needs for accommodating military ships in civilian ports
 - ▶ Conversed on issues related to Corps of Engineers activities on Port dredging project
 - ▶ Provided information about status of development of National Freight System plans in Department of Transportation
- Legislative Liaison and Monitoring
 - ▶ Provided information about the progress of House WRDA bill and fiscal year 2014 energy and water appropriations legislation
 - ▶ Conveyed port positions to Texas Congressional office on proposed WRDA amendments
 - ▶ Provided information about visiting House Transportation & Infrastructure subcommittee chair and coordinated involvement of Congressional representative
- Client Contact and Team Coordination
 - ▶ Engaged in regular telephone and e-mail contact on PCCA matters with Executive Director John LaRue, Government Relations Manager Nelda Olivo, and Director of Engineering Services David Krams
 - ▶ Attending substantive and coordinating meeting with AAPA Washington representatives
 - ▶ Reviewed news media coverage on new economic development at Port and other PCCA activities and discussed same with PCCA representatives

BUSINESS DEVELOPMENT

- Met with an important tug-barge operator to work/study the feasibility of handling general cargoes and containers to/from this port into another golf port and avoid truck-road usage.
- Have had meetings with various oil handling/storage entities seeking to lease important acreage near or around the port to start business managing Eagle Ford Shale products.
- One of the top Asian manufacturing companies discharged various heavy lift components ranging from 120 to 240 metric tons from ship directly onto rail within our #8 dock. The components were railed to a town north of Austin.
- We received six special barges with power plant components from Louisiana and which had to utilize our RoRo ramp by #9. The operation was a success and the logistics provider stated that from now on PCC will be the “key port” for future operations due to the direct access to the “RoRo” ramp as well as to the ample space to store their special equipment.
- Continue participating and assisting with the Eagle Ford Consortium in the planning of their Fall Conference which will take place in Corpus Christi next October.
- As previously reported, we are now exporting to West Coast South America wind components manufactured in the U.S. as well as importing wind components from the East Coast of South America. In addition, we will be exporting wind components to Europe in the near future. Important to indicate that all the wind components, for export, have arrived via rail and most of the imported components have also use the rail infrastructure to their final destination to the West Coast as well as to the Midwest.
- Have had various conversations with exporters of barite from Mexico who are interested in railing the product to our area as well as via ocean in the 30 to 40 thousand ton lots.
- Monitoring of the Port Tariff 100-A & Bulk Tariff 1-A continues as well as improving process/applications for customer satisfaction. We also revise accuracy on billings and long term storage.
- Started warehouse negotiations with one of our tenants handling bulk materials and look forward to conclude another five year contract period in the near future.
- Have received positive news from a Latin American entity with whom we’ve been working on a long term project to handle multipurpose vessels trading between this port and Latin American ports. This entity would like to have PCC as the “logistics hub” port within their overall plans. Top executives from this entity plan to visit PCC within the next few weeks.
- Attended the Border Trade Alliance quarterly meeting in Laredo. Much discussion was involved in the “future” of I-69 as it is needed to alleviate the “expected road” congestions in the near future due to increase in trade between the USA and Mexico.

- Received the visit from an important logistics provider to whom port presentation and tour was provided as this entity is working on several projects which he intends to handle through our port.
- We have reached the midpoint of the year and our cargo achievements are as follows:

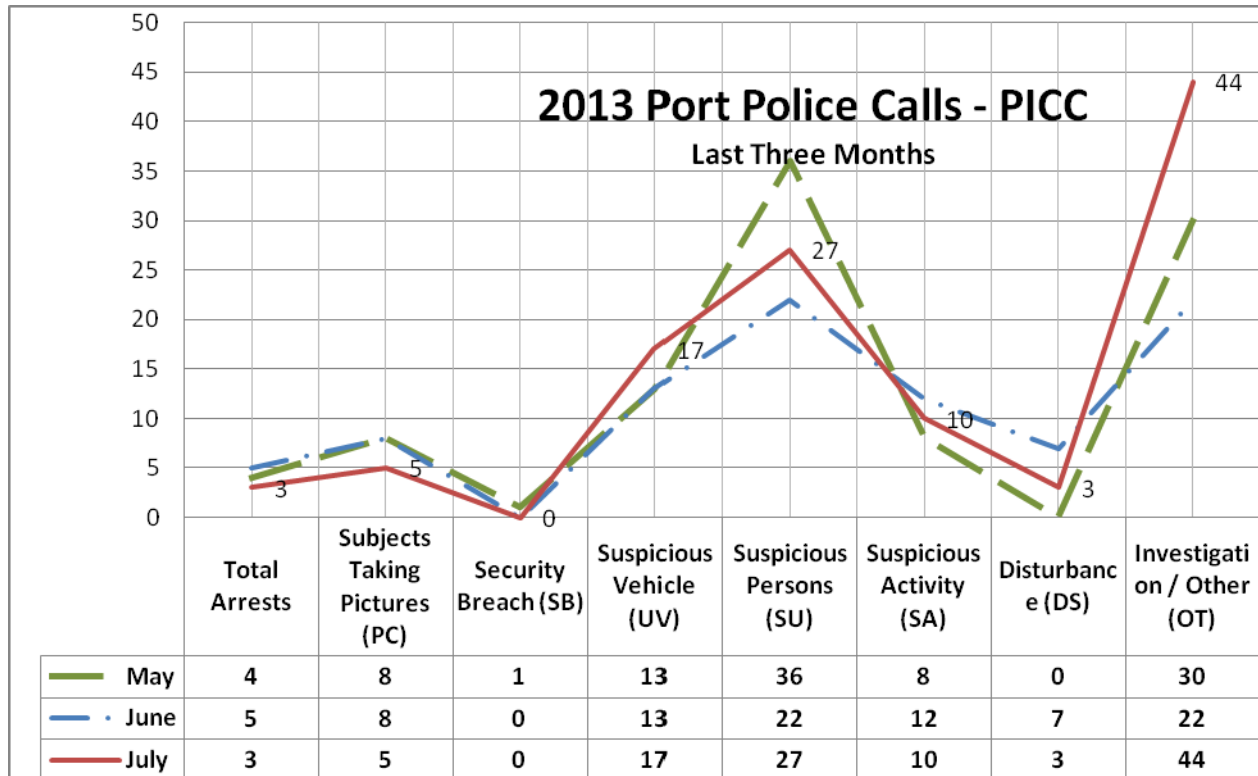
Summary of Project Cargo Revenues at General cargo docks for 2013.



- We anticipate reaching the revenue achieved in 2012 in regards to Sand operations. The second half of this year looks promising with additional shipments of barite ore, processed barite in supers sacks and seamless pipe.
- Regarding wind components, due to the US Government's delay in approving the PTC Extension, many developers reduced and/or cancelled proposed projects. However, manufactures in the US are exporting their wind turbines overseas which have allowed PCC to still maintain a steady flow of wind components thru our port and keep our tonnage just below last year's volumes.
- Working on an MOU with a couple of Latin American private terminals to exchange cargo flow information aiming at having importers/exporters handle their goods through PCC instead of neighboring ports. Initial drafts have been received and in the hands of our legal area for reviews.
- In addition, we are also working with a couple of ports in Mexico, whom we met with in the AAPA event, to explore potential intermodal cargo opportunities via rail as well as via a short-sea-shipping route.

OPERATIONS

PORT POLICE



HARBORMASTER

Ship Arrivals

July 2013

July 2012

Tankers
100

Freighters
31

YTD ships
823

Tankers
81

Freighters
42

2012 YTD
731

Barge Arrivals

July 2013

July 2012

Tank Barges
440

Freight Barges
26

YTD Barges
2985

Tank Barges
409

Freight Barges
11

2012 YTD
2653

Shifting

<u>July 2013</u>		<u>July 2012</u>	
<u>Tankers</u>	<u>Freighters</u>	<u>Tankers</u>	<u>Freighters</u>
20	3	9	12
<u>Tank barges</u>	<u>Freight Barges</u>	<u>Tank barges</u>	<u>Freight Barges</u>
878	11	1095	7

Average Daily Arrivals

	<u>July 2013</u>	<u>July 2012</u>
Ships:	4.23	3.97
Barges:	15.07	13.55

Channel Disruptions

July 2013:

- 11.75 hours - one way traffic due to an outbound rig from Kiewit.
 - 3 Outbound
 - 1 Inbound

July 2012:

- 6.09 hours – 1 Inbound; 2 Outbound
 - 5.09 hours - rig movements
 - 1.0 hours - fireworks.

BULK TERMINAL

Current Projects:

- Siren evacuation warning system has arrived and is installed waiting to set time to test
- Installing new low-cost lighting on gantry
- Working on BMD 1, replacing bull rail, etc.
- Replacing three-quarter belt covers with full belt covers on CB #9

Current Activity:

- Railcars:
 - Loaded: 272 cars for a total of 30,991.65 Short Ton pet coke
 - Unloaded: 0
- Bulk Dock #1:
 - 19,516.68 Short Tons Sand

- Bulk Dock #2:
 - 96,740.718 Short Tons Pet Coke
 - 7,274.73 Short Tons Sulfur
- Pads:
 - 97,652.49 Short Tons Pet Coke
 - 1,000 Short Tons Sulfur

SAFETY & TRAINING

Safety:

- Training on the Port's Emergency Action Plan has been ongoing throughout the month of July. A makeup session for the administrative complex will be held on July 31. Outer offices will have makeup sessions in August (maintenance and security)
- There were two recordable injuries during the month of July. One was heat related and the other was a leg/knee injury.
- The Port's new Safety Manager will be on board 19 August.

Safety Committee:

- Members are working on ideas for the next Wellness meeting.

Insurance:

- Worked on various insurance issues throughout the month as follows:
 - An application has been sent in for Federal Flood coverage on the William D. Dodge Security Center. The policy should bind on 2 August. This is the last area of the Inner Harbor to acquire coverage on.
 - Advertised for quotes on the Ports marine liability, auto and hull coverages. Those policies are set to expire October 1, 2013. To date (as of 30 July) the Port's brokers have received one request for information on policy requirements along with Texas Municipal League IRP (TML), our current carrier.
 - Working with TML and the Port's attorneys on two injury law suits from incidents occurring in 2011. Both incidents were with non-Port employees. One worked for a stevedore and the other worked for a tenant within the Port. Insurance requirements were/are in place for those entities to defend the Port.

Port Damage Claims:

- Gate 40: Damage cost of \$2,329.07 has been billed to CCTR.
- Damage to the annex building and unit 320 caused by a Carr's Delivery Service driver is in the process of being billed to them in the amount of \$2,509.99.
- Previous outstanding damage claims have been paid. Total recovered to date is **\$57,347.34**.

MAINTENANCE

- Performed preventative maintenance (PM) on vehicles, safe boat and equipment at the Maintenance Department.
- Performed routine inspection and PM on lights, water outlets.
- Performed grounds keeping port wide.
- Over saw janitorial service on all port facilities.
- Completed fabrication and installation step ladders for safe access to patrol boat.
- Replaced section of corroded pipe from the fire system at the Ortiz Center warehouse.
- Removed abandoned pipe from the fire system under the canopy at the Ortiz Center.
- Repaired hand rails and repainted rails at oil docks 1, 8 and 10.
- Repaired damage entrance arm gate on Stroman and Ave F guard house and oil dock 1.
- Performed (PM) on all gates, gate rollers and locks port wide.
- Performed Monthly inspections on fire alarm and sprinkler system for the cargo dock warehouses.
- Repainted fire lanes at cargo dock 14 and 15.
- Performed (PM) on rail road switches around the port area.
- Moved ice machines from cold storage to BMD.
- Performed (PM) on a/c units around the port area.

FOREIGN TRADE ZONE

The Port's Alternative Site Framework (ASF) application was approved on July 16, 2013. A few highlights on the ASF:

- Our approved service area now includes 6 counties: Aransas, Bee, Jim Wells, Kleberg, Nueces and San Patricio. This allows companies located within these counties to apply for FTZ status under the Port's FTZ designation.
- The ASF streamlines the process for obtaining FTZ status enabling a company to get FTZ status within 30 days from the time their application is submitted to the FTZ Board.
- The ASF makes it less expensive for companies to obtain FTZ status since new sites are submitted as a minor boundary modification. There are no FTZ Board application fees whereas former site applications fees to the Board varied from \$3,200 - 6,500.
- The ASF process helps from having to keep inactive sites on the books for years; under ASF there are 3-5 year sunset limits; if a company does not activate within this 3-5 year period, the designation is terminated. This does not prevent a site from reapplying for the designation.

Notification letters were sent out to all counties and area Economic Development groups within our approved service area.

A meeting with Zone Operators and local Customs and Border Protection (CBP) officers was held on Thursday, July 18. Operators and CBP officers were briefed on items that were discussed at the Gulf Coast FTZ subzone meeting held in Houston on July 10. Custom provided Operators instructions on revised procedures for background checks, filing electronic FTZ admittance documents, census reporting requirements and handling of compliance reviews.

A compliance review of the Port's FTZ was performed by local Customs officer. The Port's FTZ files and security requirements were in compliance and the review revealed no discrepancies.

FTZ Manager worked with Communications Department to revise FTZ brochures and service map. Revised operator agreements were sent out to all zone operators.

ORTIZ CENTER

Despite our sales team's best effort at filling in event dates, our anticipated revenue fell short in July. We rounded out the month under budget with regard to sales but have maintained our efforts at increasing revenue for the remaining half of this year.

A slower event schedule in July allowed us opportunity to focus on increasing our marketing efforts. Updated wedding/social and corporate ads were created and submitted to Ovations marketing division for completion. Upon completion of the ads, the corporate design is schedule to be included in the newest Eagle Ford Shale publication Corpus has to offer, SHALE Oil and Gas magazine. This magazine is designed and published by NSide Publications and we have confidence in reaching our target audience as we partner with them.

As a team we were able to create, design, and implement new social event packages as well as begin redesigning our website. Branding the Ortiz Center is always at the forefront of our minds and with that the updated marketing materials are cohesive in content, structure and overall theme.

July 28th, 2013 was our first time back at the American Bank Center to participate in the Wedding Fair in over 2 years. Our sales team worked closely with Razzle Dazzle Decorators to ensure we were represented well visually at the event . Our Event Manager, Aubrey Winston, went above and beyond in her efforts at detailing out the décor for this fair and even helped design a photo collage with a local photographer for display at the show. Overall the fair was a success for our team and we generated over 7 client site visits the week following the show. An attendance list will be generated by the producer of the show and emailed to all vendors. We look forward to the opportunity to follow up with these client prospects and look to qualify several of them for 2014 weddings.

Below are 2012 totals and numbers to-date for 2013 activity.

2012	Guest Attendance	Number of Events	Revenue
January	4,547	35	\$93,000
February	5,720	45	\$218,900
March	9,695	39	\$171,500
1st Quarter	19,962	119	\$483,400
April	5,621	44	\$137,300
May	8,009	59	\$221,900
June	4,831	29	\$131,100
2nd Quarter	18,461	132	\$490,300
July	3,323	34	\$134,200
August	5,107	38	\$157,800
September	7,917	30	\$165,700
3rd Quarter	16,347	102	\$457,700
October	7,120	52	\$204,500
November	5,487	25	\$181,200
December	5,546	36	\$286,900
4th Quarter	18,153	113	\$672,600
Totals	72,923	466	\$2,104,000

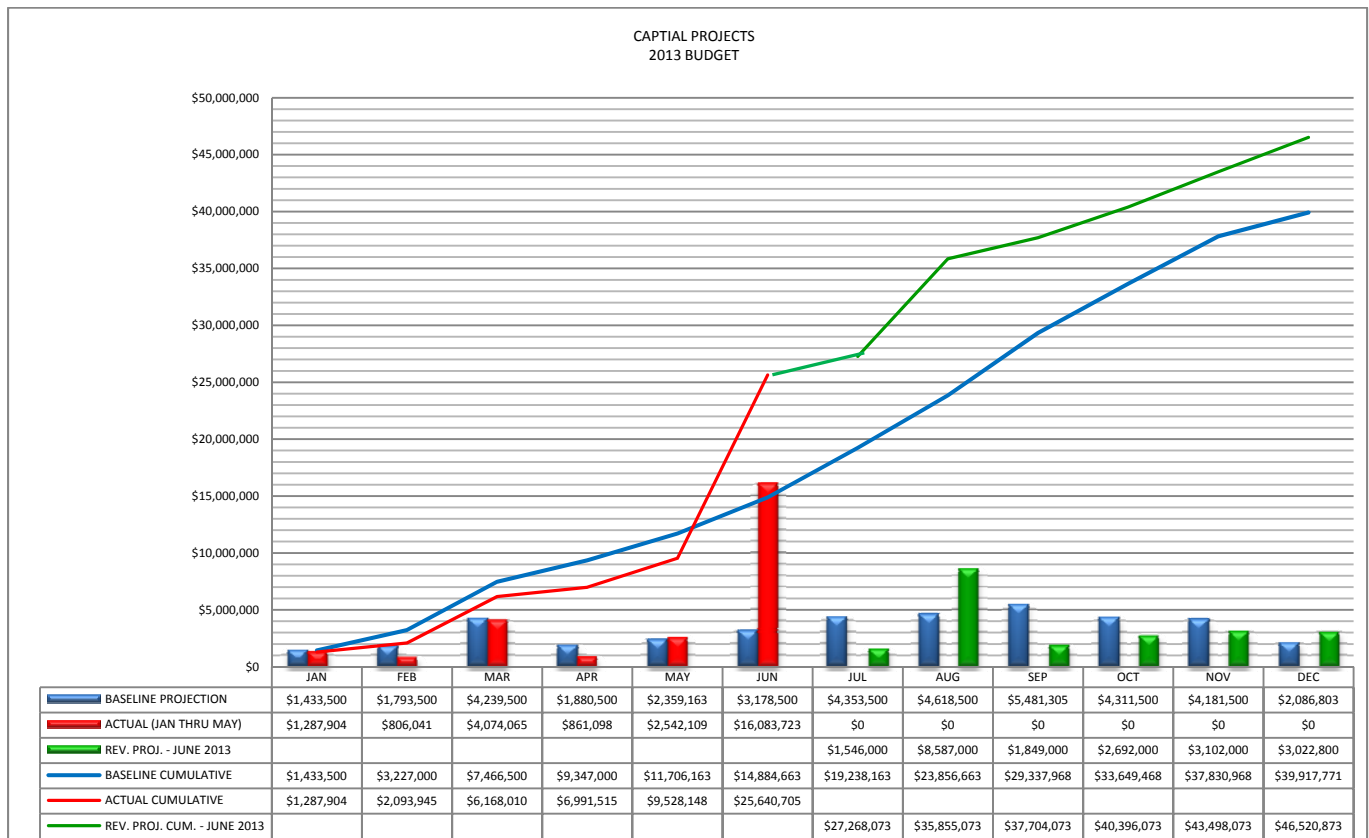
2013	Guest Attendance	Number of Events	Revenue	Status
January	3,356	25	\$89,498	Actual
February	4,442	34	\$134,776	Actual
March	5,108	27	\$132,429	Actual
1st Quarter	12,906	86	\$356,703	Actual
April	4,857	32	\$132,008	Actual
May	6,238	41	\$227,471	Actual
June	5,662	41	\$165,143	Actual
2nd Quarter	16,757	114	\$524,622	Actual
July	1,340	12	\$55,000	projected

ENGINEERING SERVICES

As of July 31, 2013, the Port of Corpus Christi Authority Department of Engineering Services had completed 35 projects and has 84 projects in progress. These projects consist of 64 Capital, 29 Maintenance, and 26 Professional Service projects. During July, \$16,408,000 was invoiced for ongoing work. To date this year approximately, \$27,960,000 has been invoiced for work performed. Below is a table detailing the 2013 budget amount, the “to date” cost, and year-end forecast for the capital, maintenance and professional services.

Engineering Services July 2013 Report				
Project Type	No. of Projects	2013 Budget Amount	Expended to Date	Year-End Forecast
Capital	100	\$39,917,771	\$25,641,000	\$46,521,000
Maintenance	39	\$3,335,000	\$1,482,000	\$3,995,000
Professional Services	43	\$1,285,000	\$837,000	\$961,000
Total	182	\$44,537,771	\$27,960,000	\$51,477,000

Below is a graphic representation of the 2013 Capital Project Budget and a forecast of monthly project expenditure of the capital projects throughout the year. An actual monthly project expenditure tracking line is included to follow the progress as the year develops.



See next page for significant changes between Baseline & Revised Projection.

*Significant changes between Baseline & Revised Projection:

1. Increase due to purchase of M&G Property.
2. Increased cost for pipeline relocations at La Quinta.
3. Decrease due to the denial of Security Grant Extensions.
4. Viola Dock Upgrades Project: Less work accomplished in 2012 than budgeted.
5. Deepen La Quinta Ship Channel Extension project - partial funds deferred to 2014 due to delay in Federal Assumption of Maintenance project.
6. Nueces River Rail Yard – Phase I project - more funds deferred to 2014 due to later than anticipated Notice to Proceed due to delay in agreement with USDOT.

The status of the following listed projects currently in progress is provided for your information:

CAPITAL PROJECTS

Security Grant Improvements Projects

Grant Eleven: Design additional cameras for the Nueces River Rail Yard project is to begin in August 2013.

Fire Pressurization on Oil Docks (08-046A)

Project 95% complete, contractor working on start up and testing. Completion anticipated for mid-August.

Nueces River Rail Yard – Phase I (09-037A)

Construction has begun. Haas-Anderson Construction has stripped heavy vegetation and is excavating at the mitigation site.

Nueces River Rail Yard – Phase II (13-043A)

CH2M Hill developing preliminary layouts of the expanded rail yard concepts.

Permian Yard Drainage Improvements (09-041A)

Pipe adjustments required before advertizing project scheduled to occur in the month of August by various pipeline owners.

Tule Lake Public Barge Dock – Oil Dock 14 (13-032A)

HDR has begun the preliminary design of the new public barge dock and preparing permit drawings. Dock to serve M&G plastic plants.

La Quinta Road/Bridge Project (07-037C)

Contractor began work in June and is scheduled to be complete by mid December 2013. Sub base is being prepared between the existing concrete entrance to La Quinta and Greene Lake drainage ditch.

Bulk Dock 1- Fender Replacement (11-019A)

Fender systems began arriving on job site in July and work has been initiated. Project is 20% complete.

Viola Barge Dock Upgrades (11-054A)

Bulkhead, fendering, breasting structures, utilities and dock house are complete. Currently, project is 99% complete. Substantial completion anticipated by mid-August.

Replace PLC and Drives on Gantry Crane (12-022A)

Contractor has equipment submittals turned in for review. Equipment is tentatively scheduled to arrive by early October 2013.

West Barge Mooring Area (13-051A)

Consultant has presented hydrodynamic modeling results for barge mooring layouts to staff. Design phase is approx. 50% complete.

Repair Fire Water Lines at Oil Docks 1, 2, 6 & 12 (13-028A & 13-030A)

Maverick Engineering is providing design services for Phase II, which includes developing design drawings and technical specifications for recommended fire pipeline replacement and repairs at the various facilities.

MAINTENANCE PROJECTS

Replace Stairs on Gantry Crane (11-035A)

The contractor that fabricated and delivered the stairs, platforms and handrails to the Bulk Terminal has filed for bankruptcy. The bonding company has been contacted to complete the project.

Maintenance Painting at Bulk Terminal (13-049A)

Maintenance painting is occurring at Bulk Terminal as needed.

Fulton Lead Track Grind & Resurface Rail (12-030A)

Project bid earlier this year, and no responsive bids received. Staff restructured contract documents and the project will be re-bid in late August.

Facility Railroad Track Maintenance (13-016A)

A bid package being prepared by staff and should be ready to advertise in August.

ENVIRONMENTAL/PROFESSIONAL PROJECTS

Monitoring of Remediation of Harbor Island Exxon Terminal (09-002B)

In accordance with the Site Remediation Agreement between PCCA and Exxon, soils and groundwater at the site have been cleaned up to 1% Total Petroleum Hydrocarbons. RRC has accepted the final report requesting closure of the site and all that remains to be completed is to deed record the property and plug and abandon the wells, both of which are pending with Exxon.

In order to have a residential closure for the property, PCCA has been advised by RRC that a cap of the site is required.

Environmental Management System (13-025A)

The Port just completed a recertification audit with NQA, Inc. on June 6, 2013. Our EMS Program is ISO 14001 certified for the sixth year. Current initiatives under the EMS Program include electrical consumption, water consumption, and measures to reduce spills. PCCA also has environmental management programs to reduce air emissions from our fleet and reduce pollution that could be caused by Contractor's environmental performance during painting and blasting operations.

Other initiatives resulting from the EMS program include the Gulf Port's Environmental Summit and the Growing Greener Initiative. Through the EMS program, PCCA is making great strides in environmental stewardship and pollution prevention.

Assumption of Maintenance for Deepening the La Quinta Channel Extension (11-050B)

Feasibility study in progress under Section 204 (f) of WRDA 1986 for the Federal government to assume the operation and maintenance of the La Quinta Ship Channel Extension should the Port deepen the authorized La Quinta Ship Channel Extension from -39' to -45' at its own expense to match the depth of other portions of the La Quinta Channel. Studies, reviews and negotiation of a Memorandum of Agreement (MOA) are scheduled to be complete in late August 2013. The final Feasibility Report was submitted to the Corps of Engineers for review July 10, 2013. Approval by headquarters and ASA is expected to be complete by late August 2013. The MOA is under concurrent review.

DREDGING

Channel Improvement Project (98-012A, 04-027A, 09-048B/C)

In November 2007, Congress passed WRDA of 2007 authorizing the Port's Channel Improvement Project.

The project include in following improvements:

1. Widening the CCSC to 530' from Port Aransas to the Harbor Bridge.
2. Adding 200'-wide barge shelves on both sides of the ship channel across Corpus Christi Bay.
3. Extending La Quinta Channel by 7400' at a depth of -39' MLT.

4. Deepening all reaches of CCSC (excluding La Quinta) from -45' MLT to -52' MLT.
5. Constructing Ecosystem Restoration projects near Port Aransas and Ingleside on the Bay.

Project received congressional appropriation in FY2009 for the construction phase of the project, officially ending the Pre-Construction Engineering and Design phase. A Project Partnership Agreement (PPA) was executed in October 2009 for the La Quinta Channel Extension & Ecosystem Restoration. Construction of Contract No. 1 was completed in 2010 to construct DMPA 14. Fifty-eight million in federal funds were appropriated in May 2011 enabling the COE to solicit additional construction contracts. COE awarded two (2) contracts in September 2011; one to extend the La Quinta Ship Channel and the other to construct the Ecosystem Restoration project adjacent to Ingleside-on-the-Bay, Texas. The dredging associated with La Quinta Ship Channel Extension is about 95% complete and is scheduled for completion late August early September 2013. The Ecosystem Restoration project is 100% complete.

Deepening and widening of the CCSC and the addition of barge shelves underwent re-evaluation and the studies were complete in early 2013. The re-evaluation confirmed these two project components are still in the Federal interest. The COE Director of Civil Works approved the re-evaluation report (all components) and recommended the project to Congress to increase the authorized project cost to \$344,610,000. The re-authorization is pending approval through the next WRDA Bill currently scheduled for later this year.

MASTER AGREEMENTS AND SERVICE ORDERS

Listed below are the Master Agreements implemented in 2013 including the total value of all Service Orders:

<u>Master Agreement No.</u>	<u>Consultant</u>	<u>Total Value of Service Orders</u>
13-01	HDR, Inc.	\$ 399,000
13-02	Freese and Nichols, Inc.	\$ 82,811
13-03	Govind Development, LLC	\$ 194,800
13-04	Naismith Engineering, Inc.	\$ 205,000
13-05	CH2M Hill	\$ 1,106,325
13-06	RVE, Inc.	\$ 136,422
13-07	LNV, Inc.	\$ 0

UPCOMING BID OPENINGS

Port and Bulk Terminal Rail Replacement and Upgrades <i>(13-016A)</i>	August 29, 2013
Fulton Lead Track Rail Grinding <i>(12-030B)</i>	August 29, 2013
Permian Yard Drainage Improvements <i>(09-041A)</i>	August 29, 2013



PORTCORPUSCHRISTI

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STATEMENT OF NET POSITION HIGHLIGHTS:

Assets:

Current Assets:

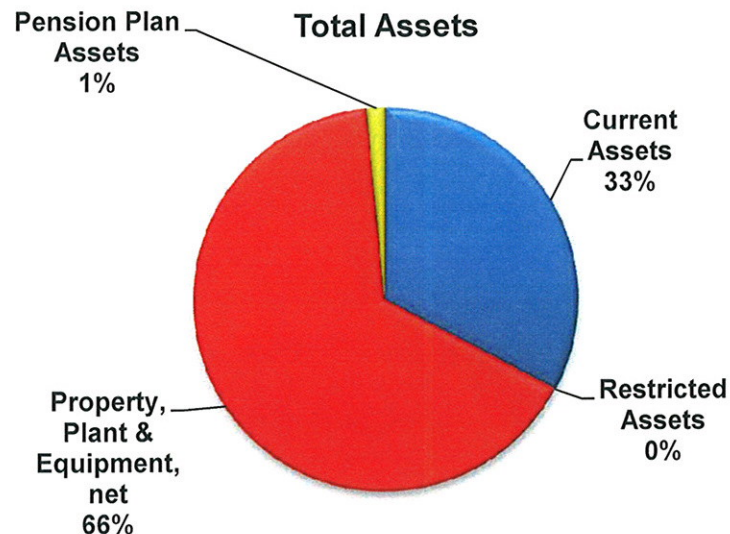
Unrestricted Cash:	
Cash in Bank	\$ 7,530,182
Investments	\$ 111,542,258
Unrestricted Cash	\$ 119,072,440
Accounts Receivable	\$ 11,241,232
Other	\$ 6,971,285
Current Assets	<u>\$ 137,284,957</u>
Restricted Assets	\$ 252,770
Property, Plant & Equipment, net	\$ 274,754,652
Pension Plan Assets	\$ 6,472,489
Total Assets	<u>\$ 418,764,868</u>

Liabilities:

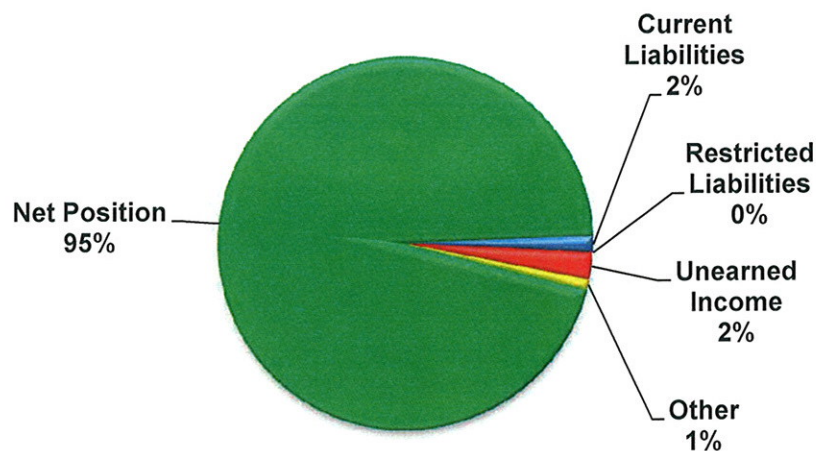
Current Liabilities	\$ 5,929,826
Restricted Liabilities	\$ 323
Unearned Income	\$ 9,803,846
Other	\$ 3,598,312
Total Liabilities	<u>\$ 19,332,307</u>

Net Position:

Investment in Net Assets	\$ 264,950,805
Restricted Net Position	\$ 252,770
Unrestricted Net Position	\$ 134,228,986
Total Net Position	<u>\$ 399,432,561</u>



Total Liabilities/Net Position

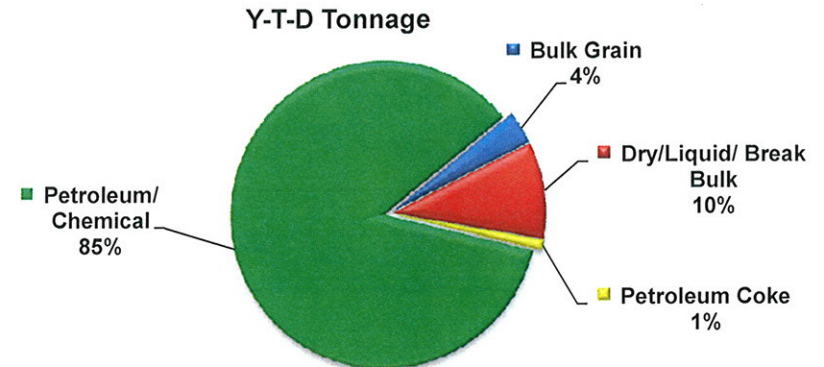


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OPERATIONS:

Tonnage (Short Tons):

	Month	2013 Y-T-D	2012 Y-T-D
Bulk Grain	283,019	1,494,808	885,604
Break Bulk	16,745	248,092	216,518
Dry Bulk	673,370	3,889,756	3,202,028
Liquid Bulk	30,652	221,906	229,818
Chemicals	122,345	855,213	842,932
Petroleum Coke	70,453	462,769	516,633
Petroleum	6,368,565	35,977,858	30,039,369
Total	7,565,149	43,150,402	35,932,902



Operating Revenue:

	Actual	Budget	Variance
Month	\$ 7,537,311	\$ 4,983,791	\$ 2,553,520
Y-T-D	\$ 40,196,942	\$ 29,559,932	\$ 10,637,010

Operating Expenses:

Month	\$ (3,604,310)	\$ (3,745,853)	\$ 141,543
Y-T-D	\$ (16,755,373)	\$ (18,966,242)	\$ 2,210,869

Operating Income (Loss) Before Depreciation:

Month	\$ 3,933,001	\$ 1,237,938	\$ 2,695,063
Y-T-D	\$ 23,441,569	\$ 10,593,690	\$ 12,847,879

Depreciation:

Month	\$ (989,219)	\$ (912,203)	\$ (77,016)
Y-T-D	\$ (5,643,689)	\$ (5,473,284)	\$ (170,405)

Other Revenue (Expenses):

Month	\$ 63,473	\$ 29,884	\$ 33,589
Y-T-D	\$ 339,899	\$ 152,729	\$ 187,170

Income (Loss) Before Capital Contributions:

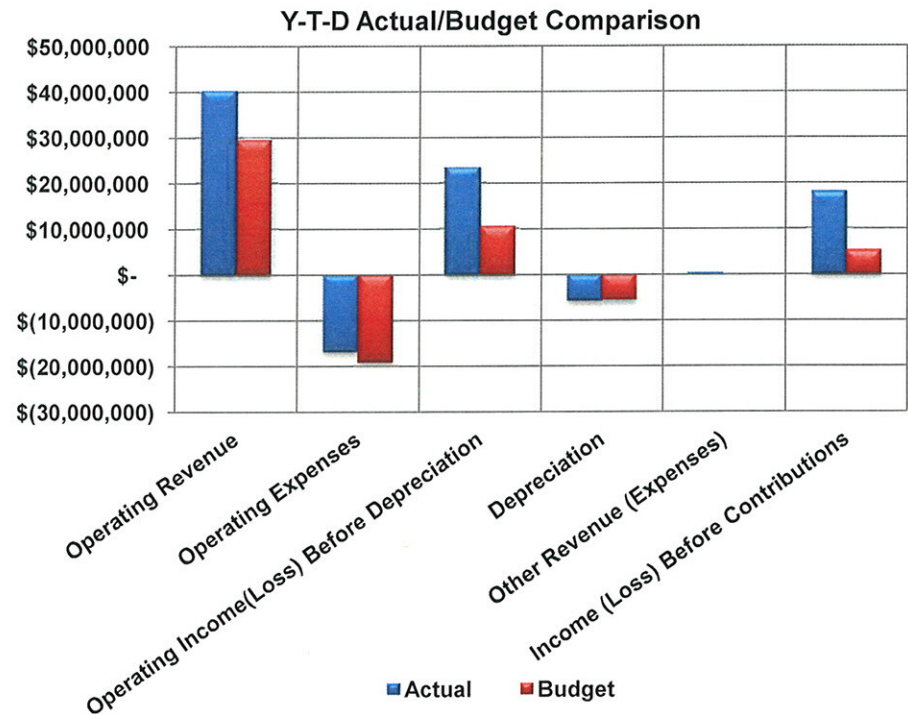
Month	\$ 3,007,255	\$ 355,619	\$ 2,651,636
Y-T-D	\$ 18,137,779	\$ 5,273,135	\$ 12,864,644

Capital Contributions

Month	\$ 3,792,590	\$ 3,194,224	\$ 598,366
Y-T-D	\$ 4,681,230	\$ 8,068,324	\$ (3,387,094)

Change in Net Assets

Month	\$ 6,799,845	\$ 3,549,843	\$ 3,250,002
Y-T-D	\$ 22,819,009	\$ 13,341,459	\$ 9,477,550



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DIVISION SUMMARY:

	Operating Revenues	Operating Expenses	Operating Income (Loss) Before Depreciation	Depreciation	Other Revenue (Expenses)	Income (Loss) Before Contributions	Budget	Variance
Oil Docks-Public								
Month	\$ 2,183,448	\$ (64,892)	\$ 2,118,556	\$ (81,453)	\$ -	\$ 2,037,103	\$ 1,455,614	\$ 581,489
Y-T-D	\$ 11,810,097	\$ (353,612)	\$ 11,456,485	\$ (488,718)	\$ -	\$ 10,967,767	\$ 8,738,261	\$ 2,229,506
Oil Docks-Private								
Month	\$ 884,292	\$ (4,051)	\$ 880,241	\$ -	\$ -	\$ 880,241	\$ 863,590	\$ 16,651
Y-T-D	\$ 5,031,230	\$ (24,062)	\$ 5,007,168	\$ -	\$ -	\$ 5,007,168	\$ 5,184,223	\$ (177,055)
Dry Cargo Docks								
Month	\$ 463,656	\$ (81,862)	\$ 381,794	\$ (166,537)	\$ -	\$ 215,257	\$ 99,531	\$ 115,726
Y-T-D	\$ 2,743,172	\$ (467,230)	\$ 2,275,942	\$ (1,014,554)	\$ -	\$ 1,261,388	\$ 597,102	\$ 664,286
Conference Center								
Month	\$ 166,363	\$ (187,175)	\$ (20,812)	\$ (24,713)	\$ 2,981	\$ (42,544)	\$ (31,208)	\$ (11,336)
Y-T-D	\$ 897,558	\$ (1,041,021)	\$ (143,463)	\$ (148,317)	\$ 4,793	\$ (286,987)	\$ (256,960)	\$ (30,027)
Bulk Terminal								
Month	\$ 530,855	\$ (450,283)	\$ 80,572	\$ (80,450)	\$ 6,500	\$ 6,622	\$ 380,377	\$ (373,755)
Y-T-D	\$ 5,119,121	\$ (1,705,610)	\$ 3,413,511	\$ (478,743)	\$ 6,161	\$ 2,940,929	\$ 2,666,360	\$ 274,569
Property and Buildings								
Month	\$ 2,395,545	\$ (122,051)	\$ 2,273,494	\$ (343,500)	\$ -	\$ 1,929,994	\$ (88,018)	\$ 2,018,012
Y-T-D	\$ 9,248,129	\$ (834,848)	\$ 8,413,281	\$ (1,833,316)	\$ 78,854	\$ 6,658,819	\$ (694,456)	\$ 7,353,275
Other Facilities								
Month	\$ 277,306	\$ (348,590)	\$ (71,284)	\$ (44,847)	\$ -	\$ (116,131)	\$ 65,276	\$ (181,407)
Y-T-D	\$ 1,734,685	\$ (1,155,051)	\$ 579,634	\$ (201,041)	\$ -	\$ 378,593	\$ 146,901	\$ 231,692
Port Security								
Month	\$ 628,499	\$ (578,881)	\$ 49,618	\$ (193,062)	\$ 1	\$ (143,443)	\$ (372,377)	\$ 228,934
Y-T-D	\$ 3,544,753	\$ (2,728,237)	\$ 816,516	\$ (1,164,826)	\$ 991	\$ (347,319)	\$ (1,440,177)	\$ 1,092,858
General and Administrative								
Month	\$ 7,347	\$ (1,766,525)	\$ (1,759,178)	\$ (54,657)	\$ 53,991	\$ (1,759,844)	\$ (2,017,166)	\$ 257,322
Y-T-D	\$ 68,197	\$ (8,445,702)	\$ (8,377,505)	\$ (314,174)	\$ 249,100	\$ (8,442,579)	\$ (9,668,119)	\$ 1,225,540
Total								
Month	\$ 7,537,311	\$ (3,604,310)	\$ 3,933,001	\$ (989,219)	\$ 63,473	\$ 3,007,255	\$ 355,619	\$ 2,651,636
Y-T-D	\$ 40,196,942	\$ (16,755,373)	\$ 23,441,569	\$ (5,643,689)	\$ 339,899	\$ 18,137,779	\$ 5,273,135	\$ 12,864,644

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CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
Authority Oil Docks			
New Fire Barge Dock	\$ 390,000	\$ 596	\$ 389,404
Fire System Pressurization at Avery Point Oil Docks	360,000	423,389	(63,389)
Tule Lake Barge Oil Dock at M&G	350,000	23,359	326,641
Viola Barge Dock Upgrades	200,000	1,124,031	(924,031)
Hoist Foundation & Gangway Support at OD's 4, 7 & 11	100,000	3,086	96,914
Barge Fender Panel Replacement at Oil Dock 1	-	73,110	(73,110)
Barge Breasting Structures at Oil Dock 12	-	229,534	(229,534)
Oil Dock 6 Upgrades	-	13	(13)
New Barge Oil Dock (North Bank)	-	17,059	(17,059)
	1,400,000	1,894,177	(494,177)
Authority Cargo Docks			
	-	-	-
Bulk Terminal			
Replacement of Fendering on Bulk Dock 1	1,225,000	36,578	1,188,422
Replace Programmable Logic Controller & Drives on Gantry Crane	520,000	69,370	450,630
Bulk Terminal Rail Replacement/Upgrade	300,000	-	300,000
New Public Pad-Design/Prepare/Permit	250,000	-	250,000
Conveyor Belts 6/9 Rail Loadout Modifications	200,000	-	200,000
Full Covers on Conveyor Belts	160,000	-	160,000
Purchase New Digging Bucket for Gantry Crane	150,000	-	150,000
Replacement of Rail Dump Filtration System	25,000	-	25,000
Bulk Terminal Siren Warning System	-	13,274	(13,274)
	2,830,000	119,222	2,710,778

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CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Conference Center</i>			
Miscellaneous Purchases	\$ 120,000	\$ -	\$ 120,000
	120,000	-	120,000
<i>Canals and Basins</i>			
Security Enhancements - Grant #9	6,443,827	1,124,686	5,319,141
Deepen La Quinta Extension to 45'	4,500,000	-	4,500,000
Security Enhancements - Grant #8	3,705,663	3,743,456	(37,793)
Security Enhancements - Grant #10	1,984,476	653,237	1,331,239
Security Enhancements - Grant #11	913,805	-	913,805
Coastal Impact Assistance- Pelican Island Erosion Protection	400,000	359,179	40,821
La Quinta Channel Extension/Ecosystem Restoration Phase I	300,000	1,118	298,882
West Barge Mooring Area	200,000	43,073	156,927
Relocation of Suntide DMPA Drainage to Viola Turning Basin	100,000	-	100,000
	18,547,771	5,924,749	12,623,022
<i>Property and Buildings</i>			
Purchase of Land	2,000,000	13,767,456	(11,767,456)
Rincon Industrial Park Infrastructure Improvements	500,000	12,649	487,351
Permian Yard Drainage Improvements	400,000	23,160	376,840
Replace A/C's in Annex/Administration Buildings	200,000	44,651	155,349
Development of 10 Acre Martin Midstream Property	100,000	-	100,000
Indian Point Mitigation Reserve-Conceptual Design and Planning	50,000	26,825	23,175
Recertification of City's Storm Protection Levee System	50,000	-	50,000
Administration/Annex Building Improvements	30,000	-	30,000
Joe Fulton International Corridor, Phase II	-	(206,661)	206,661
Upgrades to Administration/Annex Building Elevators	-	34,797	(34,797)
	3,330,000	13,702,877	(10,372,877)

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CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>La Quinta</i>			
La Quinta Property Access Road	\$ 3,400,000	\$ 223,898	\$ 3,176,102
Relocate Three Pipelines on La Quinta Property	3,000,000	1,784,364	1,215,636
Terminal Mitigation & Buffer Area Creation	100,000	-	100,000
Purchase of Mineral Rights	-	327,429	(327,429)
La Quinta Rail (San Patricio Rural Rail District)	-	18,432	(18,432)
	6,500,000	2,354,123	4,145,877
<i>Railroads</i>			
Construction of Nueces River Rail Yard Phase I	5,000,000	46,384	4,953,616
Nueces River Rail Yard Phase II	750,000	-	750,000
M&G Railroad and Site Improvements	300,000	-	300,000
	6,050,000	46,384	6,003,616
<i>Administration</i>			
JD Edwards Software Upgrade	300,000	-	300,000
File Server Hardware/Software - Administration	126,000	27,386	98,614
KleinPort System Property Management Software	100,000	-	100,000
KleinPort A/R-Harbormaster Software Upgrade	-	35,862	(35,862)
Router Hardware	24,000	-	24,000
Photo Copier-Engineering	22,000	24,174	(2,174)
Photo Copier-Accounting	22,000	20,161	1,839
Kronos Timekeeping Software Upgrade-Human Resources	14,000	-	14,000
Wireless Service Upgrade - Administration Building	10,000	-	10,000
Wireless Service Upgrade - Annex Building	10,000	-	10,000
A/V Equipment - Administration Building	6,000	-	6,000
	634,000	107,583	526,417

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CAPITAL PROJECTS:

Project Description	Annual Budget	Y-T-D Actual	Balance Remaining
<i>Port Operations</i>			
Purchase of Equipment:			
Street Sweepers - Maintenance Department	\$ 360,000	\$ 118,244	\$ 241,756
Dump Trucks (2) - Maintenance Department	170,000	-	170,000
Tractor Mowers (7) - Maintenance Department	150,000	164,385	(14,385)
Tractor Mower - Maintenance Department	75,000	93,266	(18,266)
Dump Truck - Bulk Terminal	85,000	94,305	(9,305)
Work Boat	45,000	31,900	13,100
Mules (2) - Security Department	25,000	-	25,000
SUBTOTAL	910,000	502,100	407,900
Purchase of Vehicles:			
One Ton Crew Cab Pickups (2) - Maintenance Department	56,000	-	56,000
1/2 Ton Crew Cab Pickups (2) - Bulk Terminal	50,000	47,294	2,706
Sport Utility Vehicles (2) - Security Department	70,000	-	70,000
Sport Utility Vehicle - Engineering	34,000	-	34,000
Compact Truck - Security Guards	20,000	-	20,000
SUBTOTAL	230,000	47,294	182,706
Photo Copier - Bulk Terminal	5,200	5,083	117
SUBTOTAL	5,200	5,083	117
Photo Copier - Harbor Master	-	5,083	(5,083)
SUBTOTAL	-	5,083	(5,083)
	1,145,200	559,560	585,640
Total 2013 Capital Budget Expenditures	\$ 40,556,971	\$ 24,708,675	\$ 15,848,296

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TERMS & DEFINITIONS:

Current Assets	Unrestricted cash and investments, accounts receivables, grant receivables, accrued revenues, inventory, prepaid expenses
Restricted Assets	Restricted cash and investments for Section 125 benefits plan, law enforcement seizure accounts and LEOSE (Law Enforcement Officer Standards & Education) funds and NSI personal property inventory
Property, Plant & Equipment	Capitalized fixed assets and construction in progress, net of accumulated depreciation
Other	Long-term notes receivable and pension plan assets
Current Liabilities	Accounts payables, accrued expenses, deferred income, worker compensation claims liability, and estimated incurred but not reported claims on employee health benefits
Restricted Liabilities	Section 125 benefits plan deposits
L-T Unearned Lease Income	Deferred lease revenue - Gulf Compress La Quinta warehouses
Other Long-Term Debt	Accrued vacation and sick leave, and other post-employment benefits
Net Position	Total net position; total assets less total liabilities

Divisions:

Oil Docks-Public	Oil docks owned by the Port
Oil Docks-Private	Oil docks owned by private industries
Dry Cargo Docks	Dry cargo docks owned both by the Port and private industries, refrigerated warehouse facility, transfer facility and storage yards
Conference Center	Ortiz Center
Bulk Terminal	Bulk docks 1 and 2, public storage pad and storage pads
Property & Buildings	Port property, leased elevator and grain bagging facility, compress, and Naval Station Ingleside
Other Facilities	Service docks owned both by the Port and private industries, bulk docks owned by private industries, railroads, canals and basins, fire fighting response vessel, foreign trade zone, and refinery terminal fire company
Port Security	Port security to include the marine division, Port security guards and Amtex
General & Administrative	Executive director, deputy port directors, business development, finance & administration, engineering services, government affairs, and operations

AGENDA ITEM NO. 20

No Attachment

AGENDA ITEM NO. 21

No Attachment