

LA QUINTA SHIP CHANNEL FRANCHISE

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO
CORPUS CHRISTI LIQUEFACTION, LLC**

SECTION 1
GRANT OF ACCESS TO CHANNEL

Subject to the terms and conditions of this franchise, the Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), hereby grants to Corpus Christi Liquefaction, LLC, a Delaware limited liability company whose business address is 700 Milam Street, Suite 800, Houston, Texas 77002, its successors and assigns (“Grantee”), for the term specified in this Section 1, the right of access to the La Quinta Ship Channel (“Channel”) and other waters of Nueces County, Texas from Grantee’s Land (hereinafter defined) for all purposes necessary, proper or convenient in connection with: (i) the use and operation of its LNG terminal as now constructed or that may be hereafter constructed on or adjacent to Grantee’s Land (ii) the use of Grantee’s Land for other commercial enterprises, (iii) the maintenance of the Channel and (iv) the use and operation of the docks and wharves constructed or to be constructed on Grantee’s Land. The term of this franchise shall begin when Grantee files its written acceptance of it with the Authority in accordance with Section 13 of this franchise and shall end on February 28, 2045. “Grantee’s Land” is that certain 337.4 acres, more or less, of land situated in San Patricio County, Texas and Nueces County, Texas, which is shown on the plat attached hereto as Exhibit A and which is more particularly described in Exhibit B attached hereto, and both exhibits are incorporated herein by reference. The portion of Grantee’s Land which was conveyed to Grantee’s predecessors in title by the Nueces County Navigation District No. 1 by those certain Mutual Conveyances described in Section 8 of this franchise is referred to in this franchise as “Grantee’s Submerged Land”. Grantee’s Submerged Land” contains approximately 57.35 acres, more or less, and for ease of reference only is shown as the 57.35-acre shaded area on the Authority’s Boundary Map attached hereto as Exhibit C.

SECTION 2
AUTHORITY’S SUBMERGED LAND

The Authority has established the north bulkhead line of the Channel, which is the line beyond which no structure may be built, and this line is referred to herein as the “North Bulkhead Line.” The southerly boundary line of Grantee’s Land is the North Bulkhead Line. The Authority owns the submerged land in Corpus Christi Bay south of the North Bulkhead Line which is labeled as the “PCCA Submerged Tract” on the Authority’s Boundary Map attached hereto as Exhibit C and referred to in this franchise as the “Authority’s Submerged Land”. Grantee may cross the North Bulkhead Line (where it is adjacent to Grantee’s Land) and have access to the Channel from Grantee’s Land and may operate, and continue the operation of, docks and dock facilities now or hereafter constructed on Grantee’s Land with access to the Channel, with such additions, alterations, enlargements or new structures or facilities as Grantee may require and construct in the conduct of its business and conduct and perform all dredging

and excavation operations in, on and under the Authority's Submerged Land as may be necessary, proper or convenient to provide slips for Grantee's docks and wharves and a means of access from Grantee's docks and wharves to the Channel. Nothing in this Section 2 shall be construed as giving Grantee permission to construct any structures on the Channel side of the North Bulkhead Line.

Grantee may from time to time when necessary or desirable, dredge or cause to be dredged the Channel to a point opposite Grantee's Land and may remove bottom obstructions from the Channel for the purpose of maintaining the Channel in such condition that it may be used by Grantee for navigation. Grantee shall not be obligated to perform any such dredging, or to maintain the Channel. The rights afforded Grantee by this Section 2 are not exclusive in Grantee (similar rights being held by holders of similar franchises) and the exercise of such rights by Grantee shall be consistent with the exercise of similar rights by holders of other franchises.

SECTION 3 **RENTALS**

For the rights granted to it hereunder, Grantee shall pay to the Authority a rental calculated upon the movements of property or commodities across the North Bulkhead Line to or from docks and wharves on Grantee's Land, said rentals to be computed and determined in the following manner:

A. Cargo Owned by Others. For all property or commodities owned by a party, or being purchased or sold by a party, other than the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee's Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) fifty percent (50%) of the Authority's then current tariff wharfage rate on the same type of property or commodity.

B. Named Commodities Owned by Grantee. For bauxite ore, alumina, cryolite, pitch, coke, fluorspar, caustic soda, soda ash, lime, limestone, and aluminum billet, blooms, ingot, pigs, slabs, and any aluminum products (collectively, "Named Commodities") owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee's Land, a rental equal to two cents (2¢) per long ton of 2,240 U. S. pounds.

C. Cargo Other Than Named Commodities Owned by Grantee. For all property or commodities, except the Named Commodities, owned by the holder of this franchise (or one of its affiliates) or being purchased or sold by the holder of this franchise (or one of its affiliates) which is shipped by water across the North Bulkhead Line to, from, or across docks or wharves on Grantee's Land, a rental equal to the product of (i) the quantity of the property or commodities so shipped, multiplied by (ii) an amount (the "Rental Rate") not more than fifty percent (50%) of the Authority's then current tariff wharfage rate on the same type of property or commodity. The Rental Rate shall be fifty percent (50%) of the Authority's then current tariff

wharfage rate on the same type of property or commodity, unless the Authority agrees to reduce the Rental Rate for a certain type of property or commodity for all individuals or entities holding similar franchises granted by the Authority. The Authority shall give Grantee written notice of any such reductions.

An “affiliate” as used herein means each entity which, directly or indirectly, controls or is controlled by or is under common control or ownership with the holder of this franchise.

Grantee, its successors and assigns, shall keep and maintain a complete and accurate set of books and records showing all property and commodities shipped across the North Bulkhead Line to, from, or across any docks or wharves constructed on the Grantee’s Land in order that the Authority may ascertain therefrom what rentals are due to the Authority from Grantee hereunder, and such books and records shall be subject to the inspection of the Authority, its agents and attorneys, during regular business hours upon written request received by Grantee from Authority no later than five (5) business days prior to the date of such inspection.

The rental payable hereunder shall be paid to the Authority at its offices in Corpus Christi, Nueces County, Texas, and shall be payable monthly or at such other reasonable time or times as the Authority may direct by general rule or regulation which shall be applicable to all persons or parties holding permits or franchises similar to this franchise.

SECTION 4 **CONDITIONS**

This franchise is granted with reasonable conditions for the protection of the Authority and its property and the property of its tenants, to-wit:

A. Hazards. Grantee will at all times conduct its operations so as not to create any unusual fire or health hazard.

B. Railways. Grantee will not for itself or for others, except with the consent of the Authority, build or operate a railway terminal on, over or across Grantee’s Submerged Land for use in connection with the exercise of the rights granted by this franchise; provided, however, that Grantee may build or use spur railroad tracks in connection with its business and the exercise of its rights under this franchise. Any tracks constructed by Grantee shall be used for switching or loading tracks for the convenience of Grantee for handling its cargo.

C. Plans. Before constructing any structure or commencing any work (including dredging or filling of submerged areas) on Grantee’s Submerged Land or the Authority’s Submerged Land for which a U. S. Department of the Army permit is required, Grantee will submit final for construction plans of such structure or work to the Authority for its approval. Grantee shall not begin such construction or work until it has obtained the Authority’s written approval of such plans, which approval shall not be unreasonably withheld. Authority will review and approve or disapprove any such plans within thirty (30) days after its receipt of the plans. Should the Authority not approve or disapprove such plans within such thirty (30) day period, the plans shall be deemed to have been approved by the Authority. Grantee shall file

with the Authority a copy of any permit or license it obtains from any governmental agency in connection with any construction or work described in this Section 4, and any documents placing conditions on or amending them in any material way.

To facilitate the Authority's review of the plans, Grantee shall submit two (2) sets of formal plans that clearly define the project. The drawings must be prepared in 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 any area to be dredged, adjacent docking facilities, property lines, federal channels, bulkhead lines, existing channel depth elevations, etc., must be included with the formal 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 Grantee 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, Grantee must obtain the written permission of the adjacent property owner to carry out such dredging for the project and submit it to the Authority with the formal plans.

D. Compliance. Grantee shall perform all construction or work described in this Section 4 in conformity with applicable building codes and all applicable federal, state and other governmental laws and regulations; and Grantee must comply with any applicable provisions of the code of the National Fire Protection Association.

E. Slips. Grantee's slips along the North Bulkhead Line and within Grantee's Land shall be maintained by Grantee at a depth sufficient to prevent vessels berthed at the docks there from striking bottom due to lowering of the water level from passing vessels or seasonal low tides.

F. Pollution. Grantee shall take all reasonable precautions to prevent the pollution of the Channel and Authority's Submerged Land and shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants. Grantee shall also comply with all federal and state laws and regulations and municipal ordinances relating to maintaining water quality in the Channel, and will file with the Authority copies of all permits received by Grantee relating to water quality to the extent relating to its activities hereunder.

G. Rules and Regulations. This franchise shall be subject to such reasonable rules and regulations as the Authority presently has in effect or may invoke in the future which apply to all individuals or entities holding similar franchises granted by the Authority.

H. Subject to other Easements. The rights of Grantee hereunder shall be subject to all easements of every kind heretofore granted by the Authority and to the right of the Authority to dredge, and to grant easements to the United States and other governmental agencies to dredge, south of the North Bulkhead Line.

SECTION 5 INDEMNITY

Except for liabilities caused by the sole negligence, gross negligence or willful misconduct of the Authority, its commissioners, officers, directors, managers, employees, contractors, agents, attorneys or representatives, Grantee shall defend, indemnify and hold harmless Authority, its commissioners, officers, directors, managers, employees, and agents (for the purposes of this Section 5, the “Indemnified Parties”) from and against, and Grantee shall be responsible for, any and all liabilities (including strict liability), actions, demands, damages, penalties, fines, losses, claims, costs, expenses (including reasonable attorneys’, experts’ fees and expenses), suits, settlements or judgments of any nature whatsoever (including claims for personal injury, bodily injury, real and personal property damage and economic loss, which may be brought or instituted or asserted against the Indemnified Parties arising out of or resulting from the sole, joint, concurrent, or comparative negligence of Grantee, its agents or employees (collectively, “Grantee Parties”), in connection with the exercise by Grantee of the rights and privileges granted herein (each an “Indemnified Claim”) EVEN IF THE INDEMNIFIED CLAIM ARISES OUT OF OR RESULTS FROM THE JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES; provided, however, that Grantee shall be relieved of its obligation of indemnity (but not its obligation to defend) with respect to the percentage of such Indemnified Claim arising out of or resulting from the joint, concurrent, or comparative negligence of the Indemnified Parties. In Indemnified Claims against any Indemnified Party by or for an employee of a Grantee Party, the Grantee’s indemnification obligation under this Section 5 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee Party under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.

SECTION 6 CONSEQUENTIAL DAMAGES

Notwithstanding anything in this franchise to the contrary, neither Authority nor Company shall be liable under any circumstances to the other party for special, indirect, punitive, incidental, exemplary or consequential damages resulting from or arising out of this franchise, including, without limitation, loss of profit or business interruption, loss of or deferral of LNG and/or the receiving or transporting of LNG, however the same may be caused, whether by the sole, joint or concurrent negligence, fault or liability without fault of any party, their contractors or subcontractors, but shall be limited to actual damages. Notwithstanding the immediately preceding sentence, a party may recover from the other party all costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive and other damages, as well as reasonable attorney’s fees) paid or owed to any third party in settlement or satisfaction of claims of the type described herein for which such party has a right to recover from the other party.

SECTION 7
DEFAULT

In the event of default of Grantee in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Authority has sent a written notice by registered or certified mail to Grantee at its business address, advising it of the nature and extent of such default, this franchise shall be subject to forfeiture, specific performance, termination or any other remedies at law or in equity at the instance of the Authority by suit in a State District Court located in Nueces County, Texas.

In the event of default of Authority in the performance of any of the terms and conditions herein stipulated to be done by it, or required of it under any valid law, rule or regulation of the government of the United States of America or the State of Texas, and in event such default is not cured or is not in the process of being cured in a reasonably diligent manner within sixty (60) days after the Grantee has sent a written notice by registered or certified mail to the Authority at its business address, advising it of the nature and extent of such default, this franchise shall be subject to specific performance, termination or any other remedies at law or in equity at the instance of Grantee by suit in a State District Court located in Nueces County, Texas.

SECTION 8
RIGHTS UNDER THE MUTUAL CONVEYANCE CONFIRMED

Grantee's Submerged Land was acquired by Grantee's predecessors in title pursuant to the following mutual conveyances (collectively, the "Mutual Conveyances"): (a) mutual conveyance between the Nueces County Navigation District No. 1 and Reynolds Reduction Company dated May 23, 1952, and recorded in Volume 178, pages 300-304 of the Deed Records of San Patricio County, Texas, and recorded in Volume 571, page 88, of the Deed Records of Nueces County, Texas; and (b) a mutual conveyance between the Nueces County Navigation District No. 1 and Reynolds Metals Company dated December 4, 1973, and recorded in Volume 479, pages 224-237 of the Deed Records of San Patricio County, Texas, and recorded in Volume 1482, page 983-995 of the Deed Records of Nueces County, Texas. The rights and privileges of Grantee and the Authority arising out of the Mutual Conveyances are hereby expressly recognized and confirmed and in no wise abridged, lessened or diminished by the granting of this franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same. The rights, privileges, permission and authority provided for in any Section or portion of this franchise shall be in addition to the rights, privileges, permissions and authority acquired by the Grantee as successor in title to the grantees under the Mutual Conveyances.

SECTION 9
ASSIGNMENT

This franchise may be transferred or assigned to any persons or entities holding title or right of use and occupancy of all or any one part of the Grantee's Land, but not as to two or more

segregated or separate parcels – it being intended that the rights of Grantee under this franchise shall at all times be held by one party or by several parties holding the same jointly. Any assignee of this franchise, upon taking transfer or assignment of the same, must file written evidence of such transfer or assignment and of assignee’s acceptance of the same at the office of the Authority.

Grantee shall have the right to convey this franchise by mortgage, deed of trust or any other security instrument. If Grantee shall be in default of any of the covenants or conditions of this franchise, the holder of the mortgage, deed of trust or other security instrument may, before forfeiture is invoked by the Authority, make any and all payments and do and perform any and all acts or things which may be necessary to prevent a forfeiture of this franchise and the party making such payments or performing such acts or things shall thereby be subrogated to all rights of the Grantee under this franchise. The Authority agrees that if the holder of any mortgage, deed of trust or other security instrument delivers a copy of such instrument to the Authority, together with the address to which it desires notices to be sent, the Authority will send to the holder at the address specified copies of all written notices to be served on Grantee under and pursuant to the terms of this franchise. It is understood that the mortgagee, trustee and beneficiary of any security instrument shall in no way be liable to the Authority for any payments or for the performance of any other covenants and conditions of this franchise until such time as it shall acquire by assignment or conveyance from Grantee or by foreclosure or other proceedings provided by law or by the terms of the security instrument all the right, title and interest of Grantee under this franchise; provided, however, that any party who shall acquire said right, title and interest of Grantee, as above provided, shall thereby become liable for all payments and the performance of all other covenants and conditions theretofore and thereafter required to be made by Grantee under the franchise, as fully and to the same extent as if Grantee itself would have been if it still had retained its right, title and interest hereunder.

SECTION 10 **IMPROVEMENTS**

Any and all structures and other improvements which are, and may be, constructed and placed by Grantee, its successors and assigns, upon Grantee’s Submerged Land (collectively “Grantee’s Improvements”) shall be and remain at all times the property of Grantee, its successors and assigns, notwithstanding a reversion of title to Grantee’s Submerged Land to the Authority pursuant to the provisions of, or as a result of the exercise of any of the rights of the Authority retained in, the Mutual Conveyance. In the event of such reversion, Grantee may remove Grantee’s Improvements or may continue to maintain and operate them and make additions and replacements to them notwithstanding the occurrence of such reversion of title; provided, however, that in the event of such reversion, Grantee shall be permitted to maintain and operate Grantee’s Improvements and any additions thereto and replacements thereof only upon payment of all past due rentals that may be payable under this franchise and only under and pursuant to this franchise, and so long as this franchise is in effect.

SECTION 11
CHANGE IN APPLICABLE LAWS

If the statutes of the State of Texas governing the granting of franchises such as this are amended during the term hereof so as to enable Authority to grant franchises for a longer term than thirty (30) years, then and in that event this franchise, if then in effect and in use, shall be extended for such period of time as will, in the aggregate, amount to the greater period fixed in any such amendment to such statutes, unless such extension is prohibited by such amendment.

SECTION 12
GENERAL

All covenants, conditions and agreements of this franchise shall apply to and be binding upon the Authority and Grantee and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof). This franchise is made under the applicable laws of the State of Texas and if any term, clause, provision, part or portion of this franchise shall be adjudged invalid or illegal for any reason, the validity of any other part or portion hereof shall not be affected thereby, and the invalid or illegal portion thereof shall be deleted and ignored as if the same had not been written herein. If any of the rights and authorities granted hereunder are in excess of the authority of the Authority, then the rights and authorities shall be limited to such as the Authority is authorized to grant, under the applicable laws. The failure of Grantee or of the Authority to insist upon the strict performance of any of the covenants and conditions of this franchise, or the consent, either express or implied, of either party hereto to any act or omission by the other party in breach or default hereof, shall not be deemed or construed to be a waiver of any such covenant or condition except for that particular instance only and shall not constitute or be construed as a waiver of such covenant or condition or of any further or future breach or default thereof. The expense of publishing notice of this franchise as required by law shall be borne by the Grantee.

SECTION 13
PASSAGE AND ACCEPTANCE

A majority of the Authority's Port Commissioners voted to grant this franchise at meetings of the Port Commission held on February 17, 2015, [February/March] __, 2015, and March 17, 2015, and the final form of this franchise was approved at the last of these meetings. The Authority shall notify Grantee in writing of such approval within two (2) days of such final approval. Grantee must file its written acceptance of this franchise with the Authority within thirty (30) days after the date on which this franchise was finally approved by the Authority's Port Commissioners, and such written acceptance shall be duly acknowledged by the person or persons executing the same. This franchise shall take effect when the Grantee files its written acceptance of it with the Authority in accordance with this Section.

[End of page; Authority's signature page follows]

IN WITNESS WHEREOF, the Authority has caused this franchise to be signed by the Chairman of the Port Commission and attested by the Secretary of the Port Commission this ___ day of March, 2015.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

ATTEST:

By: _____
Judy Hawley
Port Commission Chairman

_____,
Port Commission Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ___ day of March, 2015, by Judy Hawley, Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and _____, Secretary of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

NOTARY PUBLIC, STATE OF TEXAS

[The Exhibits to this Franchise follows this page]



TX HWY 35
P.O.C.

29.59 ACRE TRACT ACCESS
S17°41'05"E
8936.90'

REMAINDER TRACT
OUT OF PARCEL 2A
328.9 ACRE TRACT

P.O.B.
N=17214778.87
E=1379635.54 L1

59.39'

L14

L2

L3

L4

L5

L6

L7

1610.0 ACRE TRACT
PARCEL 1A

337.4 ACRE TRACT

L8

L13

L12

L11

L9

L10

LA QUINTA CHANNEL
P.O.C.C.A. BULKHEAD LINE

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	2818.29'	N72°17'20"E
L2	308.21'	S75°52'21"E
L3	838.29'	S17°42'40"E
L4	246.92'	S72°17'20"W
L5	640.06'	S17°42'40"E
L6	314.67'	S67°58'34"W
L7	102.15'	S73°59'30"E
L8	3257.31'	S17°32'43"E
L9	767.00'	S01°10'31"E
L10	3569.03'	N77°30'59"W
L11	340.43'	N07°00'28"W
L12	1080.30'	N03°34'16"E
L13	1132.92'	N04°42'55"W
L14	1473.53'	N17°47'50"W

1/29/15



George Rubalcaba

P:\Survey\2014\14CH00231\EXHIBITS\10_PARENT TRACT 337.40\337.4 ACRE TRACT.dwg Jan 29, 2015 - 10:13am b.jackson

DRAWN BY BLJ	DATE 11/25/14
CHECKED BY GR	REV
SCALE: 1" = 800'	

CORPUS CHRISTI LIQUEFACTION PROJECT
337.40 ACRES
NUECES COUNTY
TEXAS



EXHIBIT A

EXHIBIT B



9510 Leopard St. Corpus Christi, TX 78409

www.govinddevelopment.com

Office: (361) 241-2777 Fax: (361) 241-2200

January 28, 2015

14CHO0231

**METES AND BOUNDS DESCRIPTION
OF A
337.4 ACRE TRACT**

Being 337.4 acres of land, more or less, out of a 1610.0 acre "Tract 1, Parcel 1A", 328.9 acre "Tract 1, Parcel 2A", 31.82 acre "Tract 1, Parcel 5", and 58.07 acre "Tract 1, Parcel 6" as recorded in Document No. 490819, Real Property Records of San Patricio County, Texas, and Document No. 2001000017, Official Public Records of Nueces County, Texas, and also being out of the T. T. Williamson Surveys, Abstract Numbers 288, 289, and 290, San Patricio County, Texas and out of Corpus Christi Bay Submerged State Tracts 1 and 2, and this 337.4 acre tract being all of the 212.2 acre tract recorded in Documents No. 2004020956 and 2014038283, Official Public Records of Nueces County, Texas, and all the 125.2 acre tract referred to as "Reynolds/Alcoa Retained Tract #3" recorded in Document No. 2001000017, Official Public Records of Nueces County, Texas, and also recorded in Document No. 2014038283, O.P.R.N.C.T. and this 337.4 acre tract being more particularly described by metes and bonds as follows:

Commencing at a found concrete monument in the south right-of-way line of Texas State Highway No. 35 for the most northerly northeast corner of the aforementioned 328.9 acre tract, the same being the northwest corner of a 832.0 acre "Reynolds/Alcoa Retained Tract 1" recorded in Document No. 2001000017, Official Public Records of Nueces County, Texas;

Thence leaving said south right-of-way line and with the west line of said 832.0 acre tract, S 17 41-05 E, at 8736.90 feet pass a found 5/8-inch iron rod for the southwest corner of said 832.0 acre tract, in all 8936.90 feet to a found 5/8-inch iron rod;

Thence S 72-17-20 W, 59.39 feet, to a found 5/8-inch iron rod for the **POINT OF BEGINNING** and the northwest corner of this tract and said 212.2 acre tract, said corner having a NAD'83 State Plane Grid Coordinate of N 17214778.88', E 1379635.56', Texas South Zone, in U.S. feet;

Thence N 72-17-20 E with the north boundary of this tract and said 212.2 acre tract, at 2644.75 feet pass the common east line of the aforementioned 328.9 acre tract and a west line of the

aforementioned 1610.0 acre tract, in all 2818.29 feet to a found 5/8-inch iron rod for the northmost northeast corner of this tract and said 212.2 acre tract;

Thence with the east boundaries of this tract and said 212.2 acre tract as follows:

S 75-57-21 E, 308.21 feet, to a found 5/8-inch iron rod;

S 17-42-40 E, 838.29 feet, to a found 5/8-inch iron rod;

S72-17-20 W, 246.92 feet, to a found 5/8-inch iron rod;

S 17-42-40 E, 640.06 feet, to a found 5/8-inch iron rod for a corner of this tract;

Thence S 67-58-34 W, at 188.26 feet pass the aforementioned common line between the 328.9 acre tract and the 1610.0 acre tract, in all 314.67 feet to a found 5/8-inch iron rod for an interior corner of this tract and the northmost northeast corner of said 125.2 acre tract;

Thence with the common east boundary of this tract and said 125.2 acre tract as follows:

S 73-59-30 E, 102.15 feet, to a found 5/8-inch iron rod;

S 17-32-43 E, at 2960.50 feet pass a found 5/8-inch iron rod being the southeast corner of said 125.2 acre tract, at 3129.38 feet pass the common south line of the aforementioned 328.9 acre tract and the north line of the aforementioned 58.07 acre tract, at 3192.41 feet pass a found 5/8-inch reference iron rod, at 3242.47 feet pass the common east line of said 58.07 acre tract and the west line of the aforementioned 31.82 acre tract, in all 3257.37 feet to a corner;

Thence S 01-10-31 E, 767.00 feet, to the southeast corner of this tract and said 212.20 acre tract, said corner being on the south line of said 31.82 acre tract and the Port of Corpus Christi Authority North Bulkhead Line;

Thence N 77-30-59 W with said bulkhead line and the south boundary of this tract and said 212.2 acre tract, at 190.69 feet pass the southwest corner of said 31.82 acre tract and the southeast corner of the aforementioned 58.07 acre tract, in all 3569.03 feet to the southwest corner of this tract and said 212.20 acre tract, the same being the southeast corner of a 44.72 acre tract recorded in Document No. 2006043532, Official Public Records of Nueces County, Texas;

Thence leaving said bulkhead line N 07-00-28 W, 340.43 feet, to a corner being on the common north line of said 58.07 acre tract and the south line of the aforementioned 328.9 acre tract;

Thence N 03-34-16 E, at 149.58 feet pass a found 5/8-inch reference iron rod, in all 1080.30 feet, to a found 5/8-inch iron rod for a corner;

Thence N 04-42-55 W, 1132.92 feet, to a found 5/8-inch iron rod for a corner;

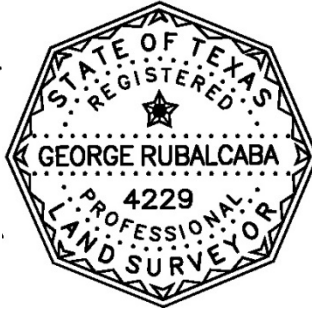
Thence N 17-47-50 W, 1473.53 feet, to the point of beginning and containing 337.4 acres of land, more or less.

Notes:

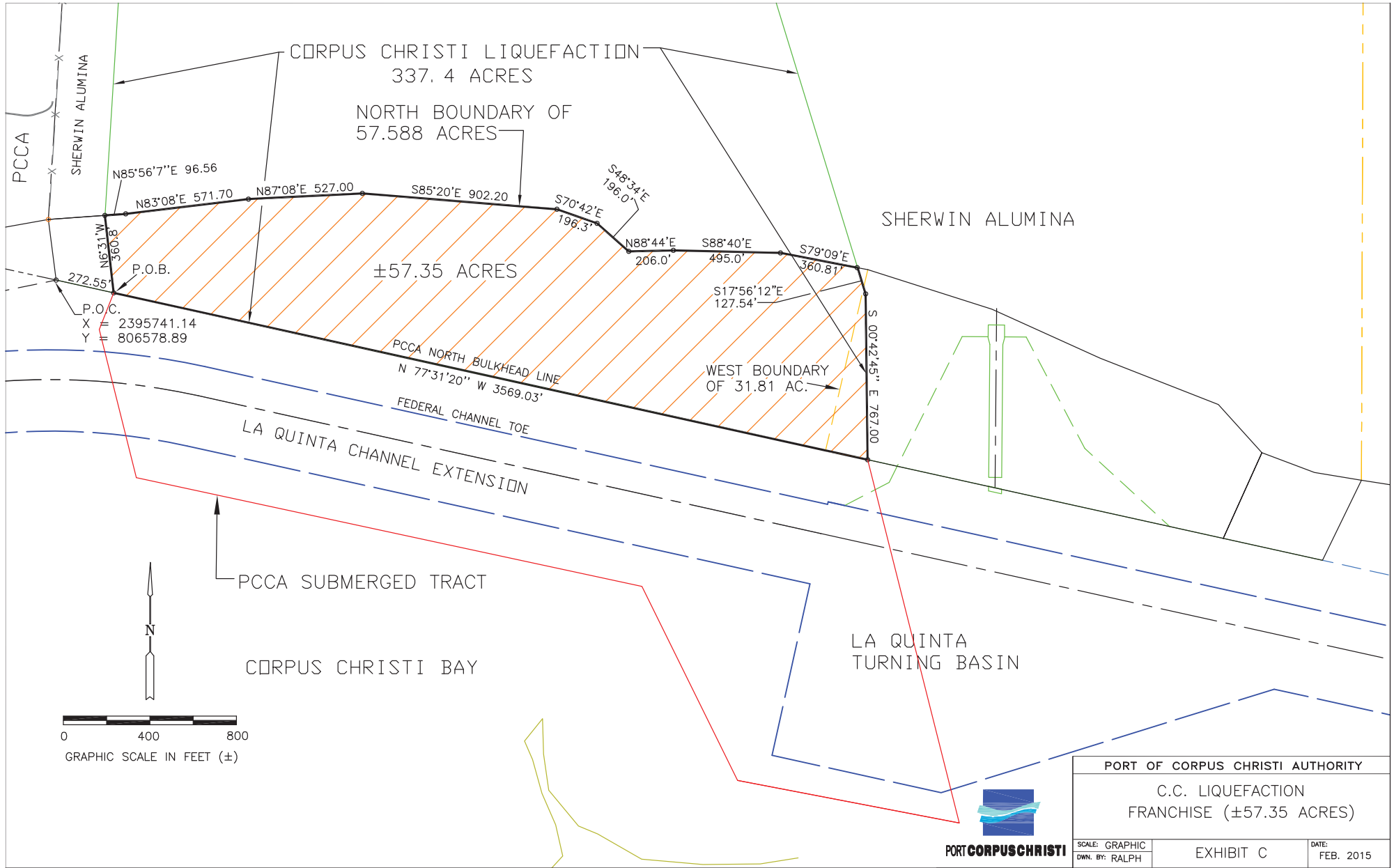
1. Bearings are State Plane Grid.
2. Drawing accompanies this metes and bounds description

GOVIND DEVELOPMENT, LLC

George Rubalcaba
George Rubalcaba, RPLS, LSLs
Survey Group Manager



01/28/2015



PORT OF CORPUS CHRISTI AUTHORITY		
C.C. LIQUEFACTION FRANCHISE (±57.35 ACRES)		
SCALE: GRAPHIC	EXHIBIT C	DATE:
DWN. BY: RALPH		FEB. 2015

ACCEPTANCE OF GRANTEE

Corpus Christi Liquefaction, LLC, hereby accepts the above and foregoing franchise.

EXECUTED this ____ day of _____, 2015.

Corpus Christi Liquefaction, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, _____ of Corpus Christi Liquefaction, LLC, on behalf of said company.

NOTARY PUBLIC, STATE OF TEXAS