

## **FRANCHISE**

### **PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS TO EF TERMINALS CORPUS CHRISTI LLC**

#### **SECTION 1** **GRANT OF ACCESS TO CHANNEL**

Subject to the terms and conditions of this franchise (“Franchise”), Port of Corpus Christi Authority of Nueces County, Texas (“Authority”), hereby grants to EF Terminals Corpus Christi LLC, a Delaware limited liability company whose business address is 333 Clay Street, Suite 1600, Houston, Texas 77002, its successors and permitted assigns (“Grantee”), for the term specified in this Section 1, the right of access to the Corpus Christi Ship Channel (“Channel”) from Grantee’s Land (hereinafter defined) for all purposes necessary, proper or expedient in connection with the use and operation of the docks and wharves constructed or to be constructed on Grantee’s Land and reasonably related to shipping property or commodities by water to, from, or across these docks and wharves. The term of this Franchise shall begin when Grantee files its written acceptance of it with the Authority in accordance with Section 11 of this Franchise and shall end on February 28, 2045. “Grantee’s Land” is that certain 12.1 acres of land situated in Nueces County, Texas, which is shown on the Authority’s Boundary Map attached hereto as Exhibit A and which is more particularly described in Exhibit B attached hereto, and both exhibits are incorporated herein by reference. Grantee’s Land is the same 12.1 acres of land conveyed to American Smelting and Refining Company by the Nueces County Navigation District No. 1 by that certain Mutual Conveyance described in Section 8 of this Franchise.

#### **SECTION 2** **DREDGING AUTHORITY’S SUBMERGED LAND**

The Authority has established the south 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 “South Bulkhead Line.” The northerly boundary line of Grantee’s Land is the South Bulkhead Line. Grantee has the right to construct and maintain waterfront dock and wharf facilities on Grantee’s Land to the limits shown on the attached Exhibit C (“Waterfront Facilities”). The Authority owns the submerged land between the Grantee’s Land and the Channel that is shown on the Authority’s Boundary Map attached hereto as Exhibit A (“Authority’s Submerged Land”). Upon Grantee’s receipt of an appropriate dredging easement from Authority (“Grantee’s Dredging Easement”) to support Grantee’s Waterfront Facilities, Grantee may cross the South Bulkhead Line (where it is adjacent to Grantee’s Land) and conduct and perform all permitted dredging and excavation operations in, on and under the Authority’s Submerged Land as may be necessary, proper or expedient to provide slips for Grantee’s docks and wharves and a means of access from Grantee’s docks and wharves to the Channel. Grantee’s Dredging Easement shall be provided promptly on Grantee’s request on the Authority’s standard form of dredging easement in effect at the time Grantee’s Dredging Easement is granted, shall run concurrently with this Franchise, and shall be granted for no additional consideration.

### **SECTION 3** **RENTALS**

For the rights granted to it hereunder, Grantee shall pay to the Authority a rental, based upon the type and quantity of all property or commodities shipped by water to, from, or across docks and wharves on Grantee's Land, as follows:

**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 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. Cargo Owned by Grantee.** For all property or 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 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 permitted assigns, shall keep and maintain a complete and accurate set of books and records showing all property and commodities shipped 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, at any and all reasonable times.

By accepting this Franchise, Grantee agrees that the rental payable under this Section 3 is fair and reasonable. 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 Grantee's 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 Land or the Authority's Submerged Land for which a U. S. Department of the Army permit is required and before filing application for any such permit, Grantee will submit 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 sixty (60) days after its receipt of the plans; provided, however, that if the Authority neither approves nor disapproves the plans within this 60-day period, such plans shall be deemed approved. 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 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 South Bulkhead Line 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 shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants into the Channel. 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, north of the South Bulkhead Line.

## **SECTION 5** **INDEMNITY**

**Except for liabilities caused by the gross negligence or willful misconduct of the Authority, its commissioners, 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) (collectively, "Claims"), 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, employees, contractors, subcontractors or licensees (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 crude oil and/or the receiving or transporting of crude oil, 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 at the instance of the Authority by suit in a State District Court located in Nueces County, Texas.

**SECTION 8**  
**NO EFFECT ON MUTUAL CONVEYANCE**

The rights and privilege of Grantee and the Authority arising out of that certain mutual conveyance dated March 29, 1948, of record in Volume 394, pages 570 through 582, Deed Records of Nueces County, Texas, executed by the Nueces County Navigation District No. 1 and by American Smelting and Refining Company ("Mutual Conveyance"), 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.

## **SECTION 9** **ASSIGNMENT**

Grantee may, with the prior written consent of the Authority, which consent shall not be unreasonably withheld, assign Grantee's rights and obligations under this Franchise to any individual or business entity that leases or otherwise has the right to use Grantee's Land, but Grantee shall not be released thereby from its obligations and duties hereunder.

Grantee may, with the prior written consent of the Authority, which consent shall not be unreasonably withheld, assign this Franchise to any individual or business entity that purchases or otherwise acquires title to all of the Grantee's Land. Any such assignee of this Franchise, shall file written evidence of such assignment and of assignee's acceptance of the same in the office of the Authority. If Grantee assigns this Franchise in accordance with the terms and conditions of this paragraph, Grantee shall be released from any further obligations and duties hereunder only insofar as such obligations and duties arise from and after the effective date of such assignment, it being specifically understood that any such assignment shall not have the effect of releasing Grantee from any obligations or duties hereunder which may have accrued at any time prior to the effective date of such assignment.

If Grantee sells, assigns, or transfers title to only a portion of the Grantee's Land (the "Transferred Land"), this Franchise shall automatically terminate with respect to the Transferred Land, and the new owner thereof shall not have the right to access the Channel from the Transferred Land until such time as the new owner has received a new permit or Franchise from the Authority for such purpose in accordance with the terms of the Mutual Conveyance described in Section 7 of this Franchise.

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**  
**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 permitted 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 11**  
**PASSAGE AND ACCEPTANCE**

A majority of the Authority's Port Commissioners voted to grant this Franchise at meetings of the Port Commission held on January 13, 2015, January 27, 2015, and February 17, 2015, and the final form of this Franchise was approved at the last of these meetings. 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.

**SECTION 12**  
**IMPROVEMENTS**

Except as otherwise provided herein, any and all structures and other improvements which are, and may be, constructed and placed by Grantee, its successors and assigns, upon Grantee's Land (collectively "Grantee's Improvements") shall be and remain at all times the property of Grantee, its successors and permitted assigns, notwithstanding a reversion of title to Grantee's 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 described in Section 8 of this Franchise. In the event of such reversion, Grantee may continue to maintain and operate Grantee's Improvements and make additions and replacements to them notwithstanding the reversion or may remove Grantee's Improvements from Grantee's Land, but following such reversion Grantee shall not have the right to cross and may not cross the South Bulkhead Line

from Grantee's Land or Grantee's Improvements and may not ship or allow others to ship property or commodities by water to, from or across the Grantee's Improvements or Grantee's Land.

**SECTION 13**  
**MISCELLANEOUS**

- A. **ATTORNEYS' FEES** In any action or proceeding brought to enforce or interpret any provision of this Franchise, or where any provision hereof is validly asserted as a defense, the Authority and Grantee shall each bear its own attorneys' fees.
- B. **FORCE MAJEURE** Whenever this Franchise sets a time period for the Authority or Grantee to act, the party required to perform the act will not be liable to the other party, and the computation of the time period will exclude any delays due to any cause or causes beyond the control of such party, including but not limited to acts of God, fires, storms, hurricanes, floods, wars (whether or not affecting the United States of America), service interruptions involving a pipeline, rebellions, insurrections, riots, explosions, strikes, lockouts, vandalism, criminal acts, terrorism, and compliance with rules, regulations, or orders of any governmental authority ("*force majeure*"). But no such *force majeure* will excuse Grantee's obligations to timely pay the rentals described in Section 3 of this Franchise or any other sums of money due to the Authority.
- C. **NOTICES** Any notice, request or other communication under this Franchise shall be given in writing and shall be delivered by certified mail or by nationally recognized overnight carrier. Any such notice shall be deemed to have been received on the date of the receipt thereof by the receiving party. All notices delivered hereunder shall be made to respective parties at the address specified below:

**Port of Corpus Christi Authority  
of Nueces County, Texas:  
222 Power Street 78401  
P. O. Box 1541 78403  
Corpus Christi, Texas  
Attention: Executive Director**

**EF Terminals Corpus Christi LLC:**

**c/o Plains Marketing, L.P.  
Steve Varnado  
Director Terminals and Marketing  
333 Clay Street, Suite 1600  
Houston, Texas 77002**



**c/o Plains Marketing, L.P.**  
**Lawrence J. Dreyfuss**  
**Senior Vice President General Counsel**  
**333 Clay Street, Suite 1600**  
**Houston, Texas 77002**

**c/o Enterprise Products Operating LLC**  
**Brent B. Secret**  
**Vice President, Onshore Crude Oil Pipelines and Terminals**  
**1100 Louisiana, Suite 1000**  
**Houston, Texas 77002**

- D. **APPLICABLE LAW** THIS FRANCHISE MUST BE CONSTRUED AND ITS PERFORMANCE ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS FRANCHISE TO THE LAW OF ANOTHER JURISDICTION. Venue of any action arising out of this Franchise will be in Nueces County, Texas.
- E. **INVALIDITY OF PROVISIONS** If any one or more of the phrases, sentences, clauses, paragraphs or sections of this Franchise shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Franchise shall be construed as if it did not contain such phrases, sentences, clauses, paragraphs or sections, provided that such construction does not substantially alter the material benefits and burdens of the Authority and Grantee as set forth in this Franchise.
- F. **ENTIRE AGREEMENT; AMENDMENTS** This Franchise, including the exhibits and attachments hereto, memorializes the final terms, conditions, rights, obligations and understanding of the Authority and Grantee with respect to the subject matter of this Franchise. There are no written or oral representations or understandings with respect to the particular subject matter of this Franchise, which are not contained in Franchise document and its attachments or in the Mutual Conveyance described in Section 8 of this Franchise. No change in any term of this Franchise will be effective, and no subsequent agreement concerning the subject matter of this Franchise will be enforceable, unless the Authority and Grantee each sign and deliver to the other a written instrument evidencing the change or agreement. No waiver or discharge of any provision of this Franchise is valid unless it is in a writing that is signed by the party against whom it is sought to be enforced.
- G. **EXCLUSION OF PRIOR DRAFTS** Drafts of this Franchise and prior correspondence regarding this Franchise shall not be used by the Authority or Grantee as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Franchise

*[The Authority's signature page follows this page]*

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 February, 2015.

PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS

By: \_\_\_\_\_  
Judy Hawley,  
Port Commission Chairman

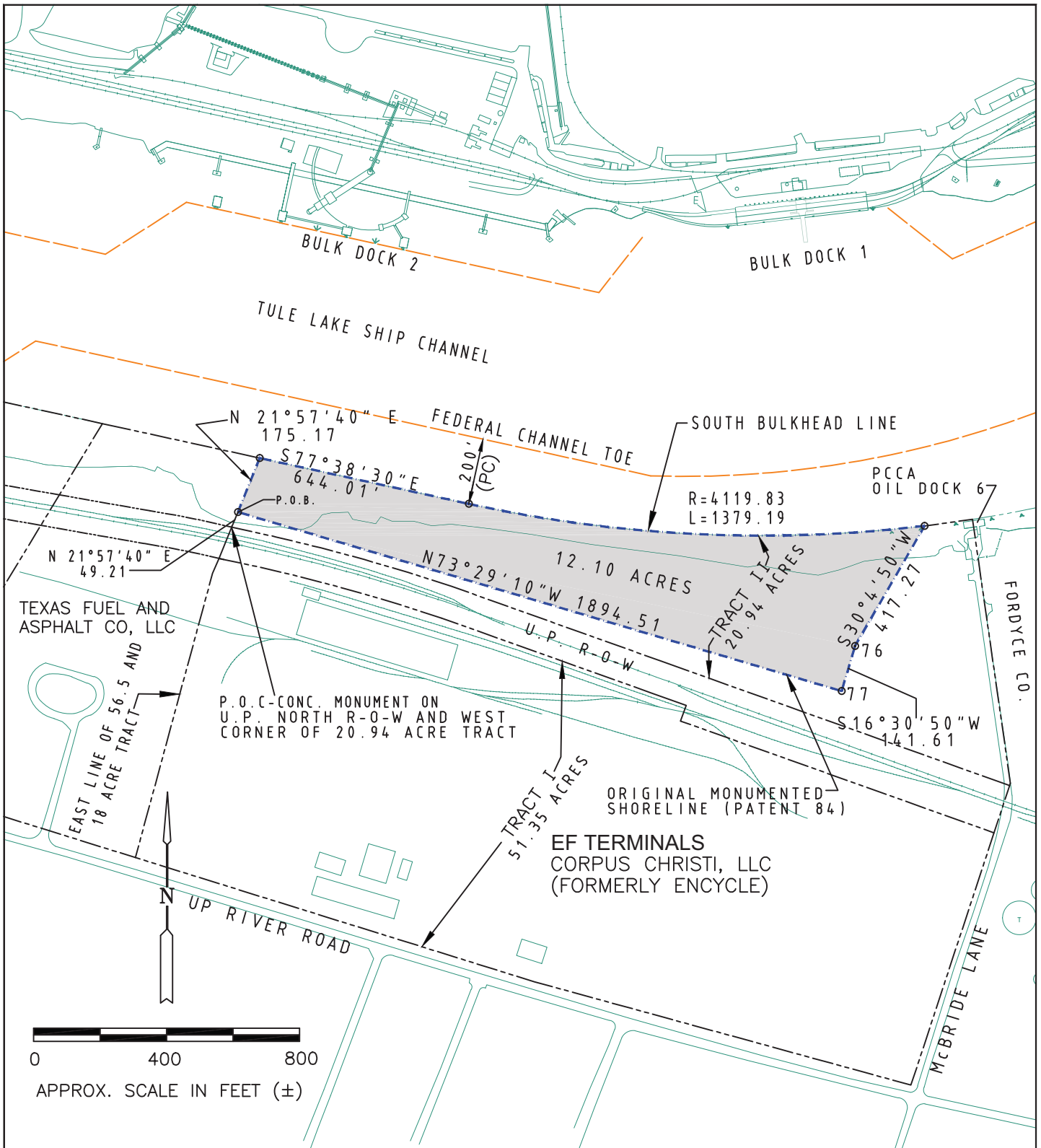
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_,  
Port Commission Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF NUECES       §

This instrument was acknowledged before me on the \_\_\_ day of February, 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



NO.	DATE	REVISION



**PORT OF CORPUS CHRISTI AUTHORITY**

**EF TERMINALS**  
CORPUS CHRISTI, LLC FRANCHISE

SCALE: AS SHOWN	EXHIBIT A	DATE: OCTOBER 2014
DWN. BY: RALPH		

**Exhibit B**  
**Legal Description of Grantee's Land**

Being a 12.10 acre tract of land out of a 20.94 acre tract of land referred to as Tract II recorded in a special warranty deed (Doc. #2014008147) in Nueces County, Texas. Said 12.10 acres also being a portion of the submerged land patented to Nueces County Navigation District (now known as Port of Corpus Christi Authority) by the State of Texas on May 7, 1930 recorded in Vol. 192 page 579 and further referred to as Patent 84 (Section 939). Said 12.10 acre tract further describes as follows:

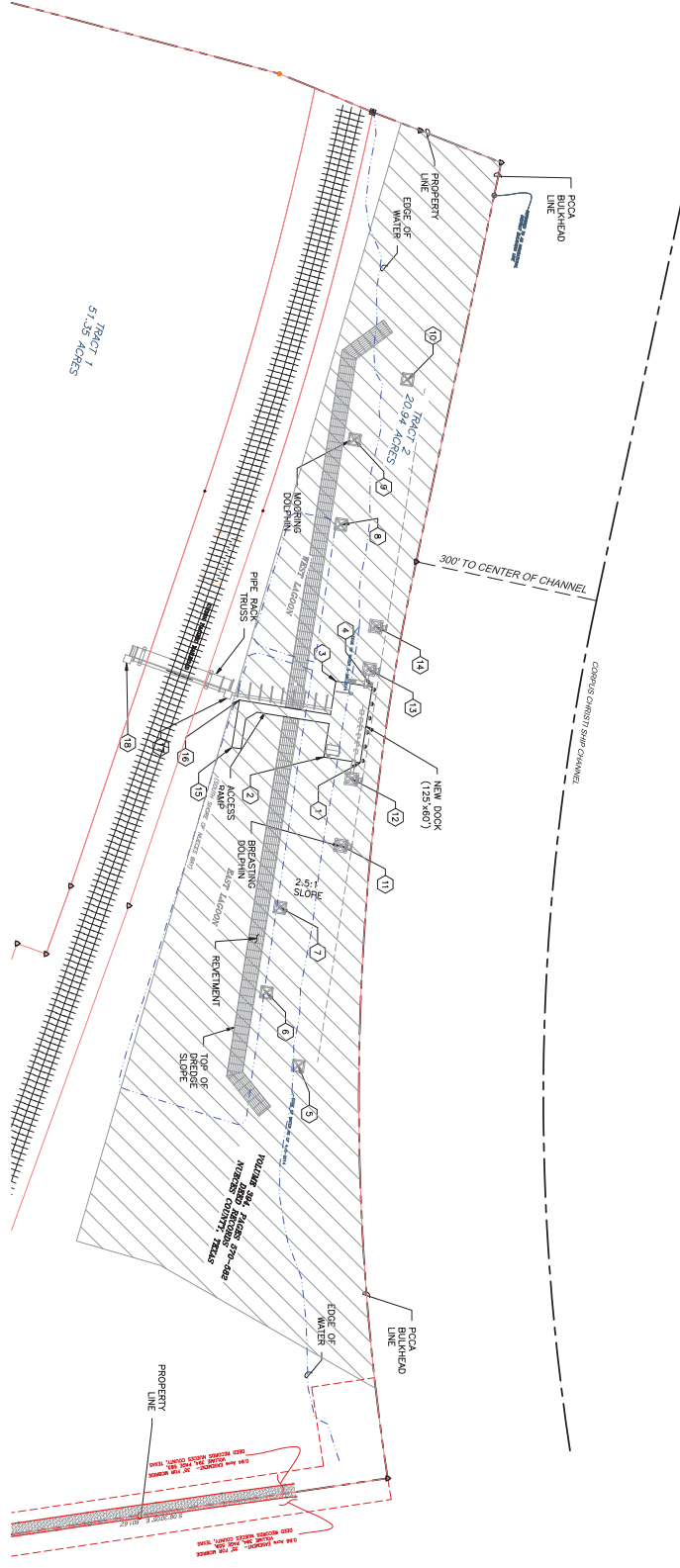
Commencing at a point (P.O.C.) on the west corner of the aforementioned 20.94 acre tract.

- Thence, N 21° 57' 40" E for a distance of 49.21' to Point of Beginning (P.O.B.).
- Thence, N 21° 57' 40" E along west boundary of said 20.94 acre tract for a distance of 175.17' to a point on the south bulkhead line and north corner of 20.94 acre tract.
- Thence, along said south bulkhead line and north boundary of 20.94 acre tract, being 200' south of and parallel to the Federal Channel toe of the Tule Lake Ship Channel for a distance of 644.01' to a point of curvature to the left.
- Thence, along said curve, south bulkhead line, and north boundary of 20.94 acres, having a radius of 4,119.83' and a length of 1379.19' to a point on the south boundary of the aforementioned Patent 84. Said point also being the east corner of this tract.
- Thence, S 30° 4' 50" W along south boundary of Patent 84 for a distance of 417.27' to a corner referred to as Original Shoreline Monument #76.
- Thence, continuing along south boundary of Patent 84, S 16° 30' 50" W for a distance of 141.61' to the south corner of this tract referred to as Original Shoreline Monument #77.
- Thence, continuing along south boundary of Patent 84, N 73° 29' 10" W for a distance of 1894.51' to the Point of Beginning (P.O.B.).

Map marked Exhibit A and entitled "EF Terminals Corpus Christi, LLC Franchise" accompanies this description.

Note: description and map derived from office records and not from a ground survey.

18 ACRE TRACT  
 Document No. 200800009  
 Dated Record, Harris County, Texas



POINTS NO.	STATE PLANE COORDINATES		LOCATION
	X	Y	
1	E 1319506.05	N 17186600.31	NEW DOCK
2	E 1319486.62	N 17186541.05	NEW DOCK
3	E 1319373.17	N 17186560.71	NEW DOCK
4	E 1319382.81	N 17186619.96	NEW DOCK
5	E 1319999.33	N 17186499.49	MOORING DOLPHIN
6	E 1319879.73	N 17186447.86	MOORING DOLPHIN
7	E 1319741.47	N 17186669.88	MOORING DOLPHIN
8	E 1319118.32	N 17186593.10	MOORING DOLPHIN
9	E 1318980.06	N 17186591.11	MOORING DOLPHIN
10	E 1318882.40	N 17186677.33	MOORING DOLPHIN
11	E 1319640.77	N 17186568.81	MOORING DOLPHIN
12	E 1319532.14	N 17186596.11	MOORING DOLPHIN
13	E 1319353.39	N 17186614.57	MOORING DOLPHIN
14	E 1319284.27	N 17186625.98	MOORING DOLPHIN
15	E 1319480.92	N 17186391.66	ACCESS RAMP
16	E 1319403.90	N 17186403.93	ACCESS RAMP
17	E 1319400.79	N 17186383.37	PIPE RACK TRUSS
18	E 1319343.04	N 17186220.35	PIPE RACK TRUSS

- NOTES:**
- COORDINATES FOR THE MOORING AND BREASTING STRUCTURES REPRESENT THE CENTER OF THE STRUCTURE.
  - COORDINATES FOR THE SHIP DOCK REPRESENT THE CORNERS OF THE STRUCTURE.



**HORIZONTAL CONTROL**  
 1"=100'



DRAWING SCALES SHOWN BASED ON 22 3/4" DRAWING

January 06, 2015

<b>Exhibit C</b> DRAWING NO. 10P-00051 PROJECT NO. 10P-00051	EF TERMINALS CORPUS CHRISTI, LLC AT PORT OF CORPUS CHRISTI EXHIBIT C		PREPARED BY: <b>SCHNEIDER ENGINEERING &amp; CONSULTING</b> 5440 West Tyson Ave., Suite 200 Tampa, FL 33611 Texas Certificate of Authorization Number, F-14492	PREPARED FOR: <b>ORION CONSTRUCTION LP</b> ORION MARINE GROUP Orion Marine Construction, LP Houston, Texas	Designed: GLS Drawn: ACJ/RMA Checked: WHC Approved: ---	P.E. GARY L. SCHNEIDER No. 111910
	Mark Description Date By					

**ACCEPTANCE OF GRANTEE**

EF Terminals Corpus Christi LLC hereby accepts the above and foregoing Franchise covering 12.1 acres of land, which was granted to it by Port of Corpus Christi Authority of Nueces County, Texas, and further agrees that EF Terminals Corpus Christi LLC, its successors and permitted assigns, shall in all things be bound by the terms and conditions of said Franchise.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

EF Terminals Corpus Christi LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, \_\_\_\_\_ of EF Terminals Corpus Christi LLC, on behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS