

A FRANCHISE GRANTED BY THE PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, TO BUCKEYE TEXAS HUB, LLC, FOR THE RIGHT, PRIVILEGE AND AUTHORITY TO CROSS THE SOUTH BULKHEAD LINE OF THE CORPUS CHRISTI SHIP CHANNEL FROM GRANTEE'S LAND AND TO DREDGE THE AUTHORITY'S SUBMERGED LAND BETWEEN GRANTEE'S LAND AND THE SHIP CHANNEL

The PORT OF CORPUS CHRISTI AUTHORITY OF NUECES COUNTY, TEXAS, a navigation district and political subdivision of the State of Texas (the "**Authority**"), acting herein by and through its Port Commissioners at a duly called meeting of the Commissioners held on the _____ day of _____, 2026 (the "**Grant Date**"), does hereby grant to BUCKEYE TEXAS HUB, LLC, a Delaware limited liability company, and to its successors and permitted assigns (collectively, the "**Grantee**"), a franchise for the purposes and on the property described in Section 1 of this agreement (the "**Franchise**"), subject to the terms and conditions of this Franchise and Sec. 62.123 of the Texas Water Code. Grantee must file its written acceptance of this Franchise with the Authority within thirty (30) days after the Grant Date, and if it does so this Franchise shall become effective on June 11, 2026 (the "**Effective Date**"). Grantee's failure to do so will result in an automatic nullification of the Franchise. Authority and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Grantee owns the surface estate of that certain 83.87-acre tract of land situated in Nueces County, Texas, that is depicted as "Tract 1" on the Authority's Boundary Map attached hereto as **Exhibit A** and incorporated herein by this reference ("**Grantee's Land**"); and

WHEREAS, Grantee's Land includes the following two tracts of submerged land, which were conveyed to Grantee's predecessors in interest by the Authority pursuant to the Mutual Conveyance described in Section 7 ("**Mutual Conveyance**"):

(i) that certain 1.31-acre tract of submerged land that is depicted as "Tract 2" on the Authority's Boundary Map attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Tract Two**"); and

(ii) that certain 6.872-acre tract of submerged land that is depicted as "Tract 3" on the Authority's Boundary Map attached hereto as **Exhibit C** and incorporated herein by this reference (the "**Tract Three**"); and

WHEREAS, the Authority owns the land between the north bulkhead line of the Corpus Christi Ship Channel (the "**North Bulkhead Line**") and the south bulkhead line of the Corpus Christi Ship Channel (the "**South Bulkhead Line**") in the vicinity of the Tule Lake Turning Basin and the Viola Channel (the "**Authority's Submerged Land**"), and both of these bulkhead lines are depicted on the Authority's Boundary Map attached hereto as **Exhibit A**; and

WHEREAS, the northerly boundary line of the Grantee's Land is the South Bulkhead Line; and

WHEREAS, the Mutual Conveyance provides that owners of Tract Two and Tract Three shall not use or permit the use of all or any part of these tracts of land for any business or other user seeking access to the Tule Lake Turning Basin or the Viola Channel across the South Bulkhead Line for any purpose without first obtaining a permit or franchise from the Authority to cross the South Bulkhead Line, all upon reasonable conditions and reasonable rentals as the same are defined in the Mutual Conveyance; and

WHEREAS, under the terms of the Mutual Conveyance Grantee may not dig, excavate, or otherwise construct or allow to be dug, excavated or constructed any berth, slip, cut, channel or waterway of any kind on or across any of the Authority's Submerged Land or on and across Tract Two or Tract Three, and from or into the Tule Lake Turning Basin or the Viola Channel, or any other waterway constructed on the Authority's Submerged Land, and shall not construct or allow to be constructed any wharf or dock for use thereon, without a permit or franchise from the Authority; and

WHEREAS, Grantee's current franchise will expire on June 10, 2026; and

WHEREAS, Grantee has requested a new franchise from the Authority that will allow it to continue its normal business operations on the Grantee's Land; and

WHEREAS, the Authority wishes to grant Grantee such a franchise on the terms and conditions set forth in this Franchise and the Mutual Conveyance, as amended;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1
RIGHTS GRANTED UNDER THIS FRANCHISE

(a) This Franchise gives Grantee the right, privilege, franchise, and authority to cross the South Bulkhead Line where it is adjacent to Grantee's Land and to conduct and perform all dredging and excavation operations in, on and under the submerged lands owned by the Authority lying between Grantee's Land and the Tule Lake Turning Basin or the Viola Channel (the "***Authority's Submerged Land***") as may be necessary, proper or expedient to construct slips and berths along the South Bulkhead Line on such submerged lands of the Authority or to construct cuts, channels or waterways on or across such submerged lands as a means of access from Grantee's docks and wharves on Grantee's Land (individually, a "***Grantee Dock***" and collectively, the "***Grantee Docks***") to the Tule Lake Turning Basin or the Viola Channel (each such operation being referred to herein as a "***Dredging Project***").

(b) Grantee agrees to deposit all dredge material from a Dredging Project in one of the Authority's dredge material placement areas (each an "***Authority-Owned DMPA***"). The Authority agrees to make an Authority-Owned DMPA available to Grantee for each Dredging Project at the Authority's DMPA rates in effect at the time of the Dredging Project. In the event the Authority-Owned DMPAs do not have sufficient available capacity in the timeframe required for the Dredging Project, as determined by Grantee in its reasonable discretion, Grantee shall be

authorized, without further approval from the Authority, to use any alternative, non-Authority-Owned DMPA or other lawful dredge material placement option.

SECTION 2
TERM OF FRANCHISE

The term of this Franchise shall begin on the Effective Date, and shall end on May 31, 2076 (the “*Term*”), if not sooner terminated in accordance with its terms.

SECTION 3
FRANCHISE RENTALS

(a) For the rights granted to it under this Franchise, Grantee shall make a rental payment to the Authority based on all cargo loaded or unloaded at any Grantee Dock located in whole or in part on Grantee’s Land in an amount equal to fifty percent (50%) of the total wharfage that would have been payable to the Authority under the Authority’s Tariff 200 (or any successor tariff) had these been public docks or wharves. Grantee shall also pay to the Authority a security surcharge on each such rental payment equal to the Authority’s then-current security surcharge on wharfage published in the Authority’s Tariff 200 (or any successor tariff). By accepting this Franchise, Grantee agrees that the rental payable under this Section 3(a) is fair and reasonable.

(b) As required under Item 2.402 of the Authority’s Tariff 200 (or any successor tariff), whenever cargo is being loaded or unloaded at a Grantee Dock, Grantee shall file or cause to be filed with the Authority’s Harbormaster a general cargo wharfage statement (“***General Cargo Wharfage Statement***”). The General Cargo Wharfage Statement shall be accompanied with certified manifests and bills of lading in either printed or electronic form, showing the weight, measurements and description of all cargo loaded or unloaded at the dock. Any other data required for proper statistical information may be reasonably requested by the Authority. The General Cargo Wharfage Statement on inbound cargo must be filed not later than ten (10) consecutive days (Saturday, Sunday and Holidays included) after arrival of the vessel. The General Cargo Wharfage Statement on outbound cargo must be filed not later than 10 (ten) consecutive days (Saturday, Sunday and Holidays included) after vessel sailing.

(c) Upon receipt of a General Cargo Wharfage Statement, the Authority shall submit a rental payment invoice to Grantee for an amount equal to the product of (i) the quantity of the cargo stated in the General Cargo Wharfage Statement, multiplied by (ii) fifty percent (50%) of the Authority’s then-current tariff wharfage rate on that type of cargo. Each such rental invoice will also include an amount equal to the Authority’s then-current security surcharge on wharfage.

(d) Grantee, its successors and permitted assigns, shall keep and maintain a complete and accurate set of books and records showing all cargo loaded or unloaded at the Grantee Docks and on all vessels moored to the Grantee Docks 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 and upon at least fifteen (15) days’ advance notice thereof to Grantee.

(e) All rental invoices are due and payable thirty (30) days after the invoice date. Any invoice remaining unpaid forty-five (45) days after the invoice date will be considered delinquent. The rental payable hereunder shall be (i) made by electronic transfer to an account to be designated by Authority, (ii) delivered to the Authority's administrative offices at 400 Charles Zahn Jr Drive, Corpus Christi, Texas, or such other physical address as Authority may designate from time to time, or (iii) mailed to Authority, Attention: Chief Financial Officer, P.O. Box 1541, Corpus Christi, Texas 78403, or at such other mailing address as Authority shall designate in writing.

SECTION 4
CONDITIONS

This Franchise is granted upon the following additional terms and conditions:

(a) **Prior Approval of Construction Projects on Grantee's Land Required.** Grantee, its successors and assigns shall not construct any new wharf, quay, pier, bulkhead, dock, berth, slip or other similar improvement on the Grantee's Land (each, a "***Marine Construction Project***") for which a permit from the United States Army Corps of Engineers ("***USACE***") is required, without Authority's prior approval of the plans for such Marine Construction Project, which approval shall not be unreasonably withheld, conditioned or delayed. Before beginning a Marine Construction Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Marine Construction Project to Authority, and if Authority does not give the Grantee written approval or disapproval (with Authority's reasons for the disapproval) of such plans within thirty (30) days after its receipt of a complete set of such plans, the plans shall be deemed to have been approved by Authority. Authority may only withhold its approval of the said plans based upon Authority's good faith judgment that the Marine Construction Project, as proposed, creates or has the potential to create an unreasonable risk of harm to persons or property in the vicinity of the Marine Construction Project, or will unreasonably interfere with the navigation of vessels in the Ship Channel. Authority will not withhold its approval of plans because of any threat of competition with Authority or its other customers which Grantee's proposed Marine Construction Project may generate.

(b) **Prior Approval of Additional Breasting or Mooring Structures.** For purposes of this Section 4(b), an "***Improvement Project***" means the construction of any improvements on the Grantee's Land, such as new breasting structures or mooring structures. "Improvement Project" shall not mean maintenance, repair, or replacement of existing structures due to ordinary wear and tear, or damage of any kind. Grantee, its successors and assigns, shall not commence an Improvement Project without the Authority's prior approval of the plans for such Improvement Project, which approval shall not be unreasonably withheld, conditioned or delayed. Before beginning an Improvement Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Improvement Project to Authority, and if the Authority does not give the Grantee written approval or disapproval (with Authority's reasons for the disapproval) of such plans within thirty (30) days after its receipt of a complete set of such plans, the plans shall be deemed to have been approved by Authority. Authority may only withhold its approval of the said plans based upon Authority's good faith judgment that the Improvement Project, as proposed, creates or has the potential to create an unreasonable risk of harm to persons or property in the vicinity of the Improvement Project, or will unreasonably interfere with the navigation of vessels in the Ship

Channel or in waters adjacent to the Improvement Project. All approved Improvement Projects shall be done promptly and in a good and workmanlike manner and in compliance with applicable laws. Authority will not withhold its approval of plans because of any threat of competition with Authority or its other customers which Grantee's proposed Improvement Project may generate.

(c) **Plans and Permits.** To facilitate the Authority's review of the plans for a Marine Construction Project, Dredging Project, or Improvement Project, 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 of the project site, adjacent docking facilities, property lines, franchise lines, federal channels, bulkhead lines, existing channel depth elevations, etc., must be included with the formal plans submitted. The site plan for a Dredging Project must clearly show the bottom of cut line and top of slope line of the planned dredging. Copies of all permits for work in navigable waters issued to Grantee by the USACE or other federal, state, or other governmental agency must be filed with Authority. Authority's review of or comment on the plans for a project may never be construed as representing or implying that Grantee's designs, site plans, plans, specifications or other matters will, if followed, result in the structure(s) or berths being properly-designed.

(d) **New Berths.** Upon completion of a new berth on the Authority's Submerged Land or on Grantee's Land, Grantee will maintain operating procedures which ensure that vessels in any such berth will not strike bottom due to the lowering of the water level from passing vessels. Within sixty (60) days after the completion of a new berth on the Authority's Submerged Land or on Grantee's Land, Grantee will provide Authority with one set of as-built or record drawings of the new berth on a standard engineering format (24" x 36" drawings) and in an electronic file format acceptable to the Authority.

(e) **Environmental Rules and Regulations.** Grantee shall take all reasonable precautions to prevent the pollution of the water over the Authority's Submerged Land and in the Ship Channel from Grantee's usage of a Grantee Dock and shall faithfully observe all regulations adopted by the Authority to prevent the discharge of pollutants into the water over the Authority's Submerged Land and in the Ship Channel. Grantee shall also comply with all federal and state laws and regulations and municipal ordinances relating to maintaining water quality in the Ship 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. Notwithstanding the foregoing, Grantee shall not be liable or responsible for any discharge of pollutants or contamination that originates from a third party.

(f) **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.

(g) **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 NFPA 307, *Standard for the Construction and Fire Protection of Marine Terminals, Piers, and Wharves*, published by the National Fire Protection Association, as the same may be amended, supplemented or superseded.

(h) **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.

(i) **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**

Grantee shall defend, indemnify and hold harmless Authority from and against all expense and liability for, and 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”); provided, however, to the extent an Indemnified Claim arises out of the joint, concurrent, or comparative negligence of the Grantee Parties and the Authority, then Grantee’s obligation to the Authority shall only extend to the percentage of the total responsibility of the Grantee Parties in contributing to such Indemnified Claim.

SECTION 6 **DEFAULT**

In the event of a material 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 address in Section 10(d), 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 7 **NO EFFECT ON MUTUAL CONVEYANCE AND OTHER AGREEMENTS**

The rights and privileges of Grantee arising under the following instruments are expressly recognized and confirmed, and are in no wise lessened or diminished by the granting of this Franchise and its acceptance by Grantee or by any surrender, cancellation or forfeiture of the same:

(i) that certain instrument styled “Mutual Conveyance” dated June 8, 1959, of record in four counterparts at pages 571 and 604 of Volume 868 and pages 1 and 34 of Volume 869, Deed Records of Nueces County, Texas, between the Nueces County Navigation District No. 1, on the one hand, and W. Preston Pittman, Dr. McIver Furman, and T. S. Scibienski, Trustees of the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation and others (collectively, the “**Owners**”), on the other hand (the “**Mutual Conveyance**”);

(ii) that certain instrument styled “Releases and Grants of Easements for Mooring Structure and Side Slope Dredging” dated March 10, 1978, executed in counterparts by the Nueces County Navigation District No. 1 and the successors in interest to the Owners, one counterpart of which is recorded in Volume 1654 at page 202, Deed Records of Nueces County, Texas (the “**Dredging Easement Release**”); and

(iii) that certain instrument styled “Deed Without Warranty” dated December 18, 1991, executed in counterparts by the successors in interest to the Owners, one counterpart of which is recorded in Volume 2334 at page 462, Deed Records of Nueces County, Texas (the “**Deed Without Warranty**”).

SECTION 8
ASSIGNMENT

(a) 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, in whole or in part, 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.

(b) 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 (b), 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.

(c) 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 Ship 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 that apply to the Transferred Land.

(d) Grantee shall have the right to convey this Franchise in its entirety 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 9
PUBLICATION AND PASSAGE

Notice of this Franchise was published at Grantee's expense once a week for three consecutive weeks before the Grant Date in a daily newspaper of general circulation within the Authority's boundaries. The notice contained a descriptive caption stating the purpose of the Franchise and the location at which a complete copy of the Franchise in all material respects could be obtained. A majority of the Authority's Port Commissioners voted to grant this Franchise at a duly called meeting of the Port Commission held on the Grant Date.

SECTION 10
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) **Applicable Law.** THIS FRANCHISE IS GOVERNED BY AND SHALL BE CONSTRUED 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.

(d) **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:
400 Charles Zahn Jr Drive
Corpus Christi, Texas 78401
P. O. Box 1541
Corpus Christi, Texas 78403
Attention: Chief Financial Officer**

**Buckeye Texas Hub, LLC
7002 Marvin Berry Road
Corpus Christi, TX 78409
Attention: Christopher Muskivitch
segsto@buckeye.com
With a copy to: generalcounsel@buckeye.com**

(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.** This Franchise, including the exhibits and attachments hereto, contains 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 subject matter of this Franchise that are not contained in this Franchise and its attachments or in the Mutual Conveyance, the Dredging Easement Release, and the Deed Without Warranty described in Section 7 of this Franchise.

(g) **Written Amendments.** 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.

(h) **Written Waivers.** 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. 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.

(i) **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.

(j) **Parties Bound.** 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).

(k) **Interpretation.** Both the Authority and Grantee and their respective legal counsel have reviewed and have participated in the preparation of this Franchise. Accordingly, no presumption will apply in favor of either the Authority or Grantee in the interpretation of this Franchise or in the resolution of the ambiguity of any provision hereof.

(l) **Authority to Execute.** Each of Grantee and the Authority warrants and represents unto the other Party that each person executing this Franchise on behalf of Grantee and the Authority was authorized to do so, and upon request, it will deliver to the other Party reasonable evidence of that person's authority to execute this Franchise.

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 _____, 2026.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Gabe Guerra
Port Commission Chairman

ATTEST:

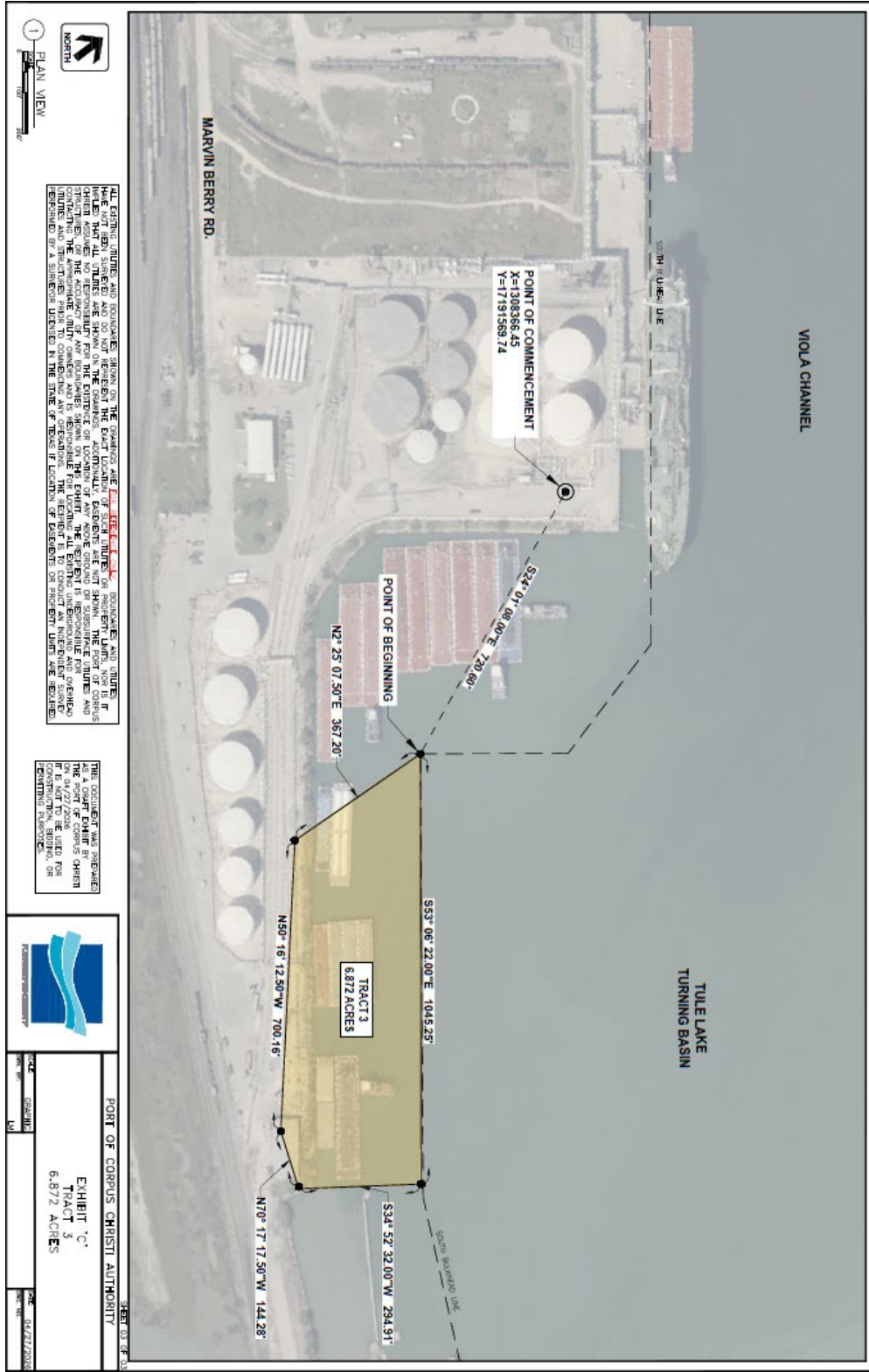
Rajan Ahuja,
Port Commission Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Gabe Guerra, Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and Rajan Ahuja, 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

EXHIBIT C
TRACT 3



ACCEPTANCE OF GRANTEE

Buckeye Texas Hub, LLC, hereby accepts the above and foregoing Franchise, which was granted to it by Port of Corpus Christi Authority of Nueces County, Texas, on the Grant Date specified therein. Buckeye Texas Hub, LLC, represents and warrants that it owns the 83.87 acres of land described in **Exhibit A** to the Franchise and further agrees that Buckeye Texas Hub, LLC, on behalf of itself and its successors and permitted assigns, shall in all things be bound by the terms and conditions of the Franchise.

EXECUTED this ____ day of _____, 2026.

BUCKEYE TEXAS HUB, LLC

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ of Buckeye Texas Hub, LLC, on behalf of said company

NOTARY PUBLIC, STATE OF TEXAS