

**FRANCHISE**

**PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS  
TO  
EPIC CRUDE TERMINAL COMPANY, LP**

**SECTION 1**  
**GRANT OF ACCESS TO CHANNEL FROM GRANTEE'S LAND**

(a) Subject to the terms and conditions of this franchise (“**Franchise**”), the Port of Corpus Christi Authority of Nueces County, Texas (“**Authority**”), hereby grants to EPIC Crude Terminal Company, LP, a Delaware limited partnership whose business address is 18615 Tuscany Stone, Suite 300, San Antonio, Texas 78258, its successors and permitted assigns (“**Grantee**”), for the term specified in Section 1(d), 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 (individually, a “**Grantee Dock**” and collectively, the “**Grantee Docks**”) and reasonably related to shipping property or commodities by water to, from, or across the Grantee Docks.

(b) For purposes of this Franchise, “**Grantee’s Land**” is that certain 6.43 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 comprises the westernmost 6.43 acres of the 7.46 acres of submerged land and being the same land called 7.48 acres conveyed to Mary Dunn Meaney by the Nueces County Navigation District No. 1 by that certain Mutual Conveyance described in Section 7 of this Franchise. Grantee leases all of Grantee’s Land.

(c) 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 as it may be changed from time to time by the Authority is referred to herein as the “**South Bulkhead Line**.” The northerly boundary line of Grantee’s Land is the South Bulkhead Line. Grantee may cross the South Bulkhead Line (where it is adjacent to Grantee’s Land) to access the Channel from Grantee’s Land and may operate, and continue the operation of, the Grantee Docks. Grantee may not construct any improvements on the Channel side of the South Bulkhead Line.

(d) The term of this Franchise (“**Term**”) shall begin on the Grant Date described in Section 10 of this Franchise and shall end on October 31, 2051, unless this Franchise terminates sooner in accordance with other provisions hereof.

**SECTION 2**  
**DREDGING AND DOCKAGE RENTALS**

(a) 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 one or more of the Grantee Docks, 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 berths for the Grantee Docks and a means of access from the Grantee Docks to the Channel. Subject to the conditions of this Section 2, 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.

(b) For purposes of this Section 2(b), a “**Dredging Project**” means any dredging work on the Authority’s Submerged Land for which a permit from the U.S. Army Corps of Engineers (“**USACE**”) is required. Grantee, its successors and assigns, shall not commence any Dredging Project without the Authority’s prior approval of the plans for such Dredging Project, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to submitting a formal application to the USACE for a Dredging Project permit, Grantee shall inform Authority of such intent and shall, from time to time, keep Authority reasonably informed of the permitting progress of such Dredging Project. Before beginning a Dredging Project, Grantee, its successor or assigns, shall submit a complete set of plans for such Dredging 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. Without limiting the foregoing, Authority’s disapproval of any such plans shall not be deemed to be unreasonable if Authority reasonably believes that such Dredging Project would result in removal or sluffing of a material quantity of submerged land outside the Dredging Project that would result in material damage to the improvements of the Authority or others in the immediate vicinity of the Dredging Project. Authority will not withhold its approval of plans because of any threat of competition with Authority or its other customers which Grantee’s proposed Dredging Project may generate.

(c) 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.

(d) The Authority shall perform routine maintenance dredging of the berths constructed by Grantee on the Authority’s Submerged Land to accommodate vessels accessing the Grantee Docks.

(e) For the rights granted to it under this Section 2 and the Authority’s maintenance dredging described in subsection (d), above, Grantee shall make a rental payment to the Authority on each vessel using any Grantee Dock on or after November 1, 2026, in an amount equal to one hundred percent (100%) of the total dockage that would have been payable to the Authority under the Authority’s Tariff 200 (or any successor tariff) had the dock been a public dock or wharf, regardless of whether the vessel is loading or unloading cargo. 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 dockage published in the Authority's Tariff 200 (or any successor tariff). The Authority shall submit a rental payment invoice to Grantee for the amount payable under this subsection, and Grantee agrees to provide the Authority with any information Authority requests for the purpose of preparing such invoice. By accepting this Franchise, Grantee agrees that the rental payable under this Section 2(e) is fair and reasonable.

### **SECTION 3** **WHARFAGE 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 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 under the corresponding Item of a 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, as applicable.

(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 five (5) days' advance notice thereof to Grantee.

## 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 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 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. 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 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) **Maintenance of the Grantee Docks.** Grantee shall, at Grantee's sole cost and expense throughout the Term, keep the Grantee Docks in a condition reasonably determined by Grantee to be consistent with that of other similar dock structures owned and operated by Grantee or its affiliates, and shall make and perform all maintenance and repair thereof. Grantee's maintenance and repair responsibilities shall include, without limitation, the maintenance of the dock platforms, fender systems, breasting structures, mooring facilities, and all structural components of the Grantee Docks and appurtenances. When used in this Section 4(e), "*repairs*" shall specifically include, without limitation, all necessary replacements, renewals and alterations.

(f) **Occurrence of a Spill.** In the event an oil spill occurs during Grantee's usage of a Grantee Dock, Grantee shall immediately initiate the appropriate actions to respond to the spill to the extent required by applicable law. In such event, the Grantee shall also immediately notify the National Response Center, State Emergency Response Center, Texas General Land Office, Texas Commission on Environmental Quality, the Authority's Police Department, and other governmental agencies to the extent required by federal, state, or local laws and ordinances.

(g) **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 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 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.

(h) **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.

(i) **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 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..

(j) **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.

(k) **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, 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, and real and personal property damage) which may be brought or instituted or asserted against the Indemnified Parties based on or arising out of or resulting from (i) the failure on the part of the Grantee, its agents, employees, contractors, subcontractors or licensees to comply with the provisions of any laws or regulations applicable to the Grantee’s Land or the Grantee Docks, or (ii) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property occurring on the Grantee’s Land or the Grantee Docks; provided, however, that Grantee shall not be obligated to indemnify the Indemnified Parties in any manner whatsoever for their own negligence. The Grantee’s indemnity obligations under this Franchise shall not be limited by a limitation on the amount or type of damages, compensation or benefits owed by Grantee to any employee of Grantee under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts.**

**SECTION 6**  
**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 address in Section 11(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**

The rights and privileges of Grantee and the Authority arising out of that certain mutual conveyance dated June 29, 1957, of record in Volume 780, pages 503 through 513, Deed Records of Nueces County, Texas, executed by the Nueces County Navigation District No. 1 and by Mary Dunn Meaney (“*Mutual Conveyance*”), 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.

**SECTION 8**  
**ASSIGNMENT**

(a) Grantee may, with the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Franchise to any individual or business entity that purchases, leases, or otherwise acquires the right to use 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 subsection, 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.

(b) If Grantee sells, leases, or otherwise transfers the right to use 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, lessee or user thereof shall not have the right to access the Channel from the Transferred Land until such time as the new owner, lessee or 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.

**SECTION 9**  
**LIMITATIONS ON DAMAGES**

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES (INCLUDING, TO THE EXTENT SUCH DAMAGES WOULD NOT CONSTITUTE DIRECT DAMAGES, LOST PROFITS OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE FRANCHISE GRANTED HEREIN. THE AFOREMENTIONED LIMITATION DOES NOT AFFECT THE AUTHORITY'S RIGHT TO INDEMNIFICATION WITH RESPECT TO LIABILITIES TO THIRD PARTIES FOR EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES.

**SECTION 10**  
**GRANT DATE AND ACCEPTANCE**

A majority of the Authority's Port Commissioners voted to grant this Franchise at a duly called meeting of the Port Commission held on October 19, 2021 (the "***Grant Date***"). 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. Grantee must file its written acceptance of this Franchise with the Authority within thirty (30) days after the Grant Date (the "***Filing Deadline***") by delivering a duly executed and acknowledged copy of the Grantee's Acceptance Page to the Authority's Chief Financial Officer on or before the Filing Deadline.

**SECTION 11**  
**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  
400 Harbor Drive 78401  
P. O. Box 1541 78403  
Corpus Christi, Texas  
Attention: Chief Financial Officer**

**EPIC Crude Terminal Company, LP  
18615 Tuscan Stone, Suite 300  
San Antonio, Texas 78258  
Attention: Land Department**

**With a copy to:**

**EPIC Crude Terminal Company, LP  
Wells Fargo Plaza  
1000 Louisiana Street, Suite 6500  
Houston, Texas 77002  
Attention: Legal Department**

(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. 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.

(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 subject matter of this Franchise that are not contained in this Franchise and its attachments or in the Mutual Conveyance described in Section 7 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.

(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.

(h) **Binding Effect.** 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).

(i) **No Waiver.** 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. 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.

(j) **Payment of Invoices.** 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 attention of the Authority's Chief Financial Officer at 400 Harbor 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.

(k) **Notice of Purchase Offer.** If Grantee receives a bona fide offer to purchase Grantee's leasehold interest in Grantee's Land, Grantee shall give written notice of the offer to the Authority at least thirty (30) days before accepting it.

*[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 October, 2021.

PORT OF CORPUS CHRISTI AUTHORITY  
OF NUECES COUNTY, TEXAS

By: \_\_\_\_\_  
Charles W. Zahn, Jr.,  
Port Commission Chairman

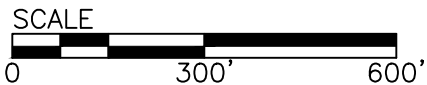
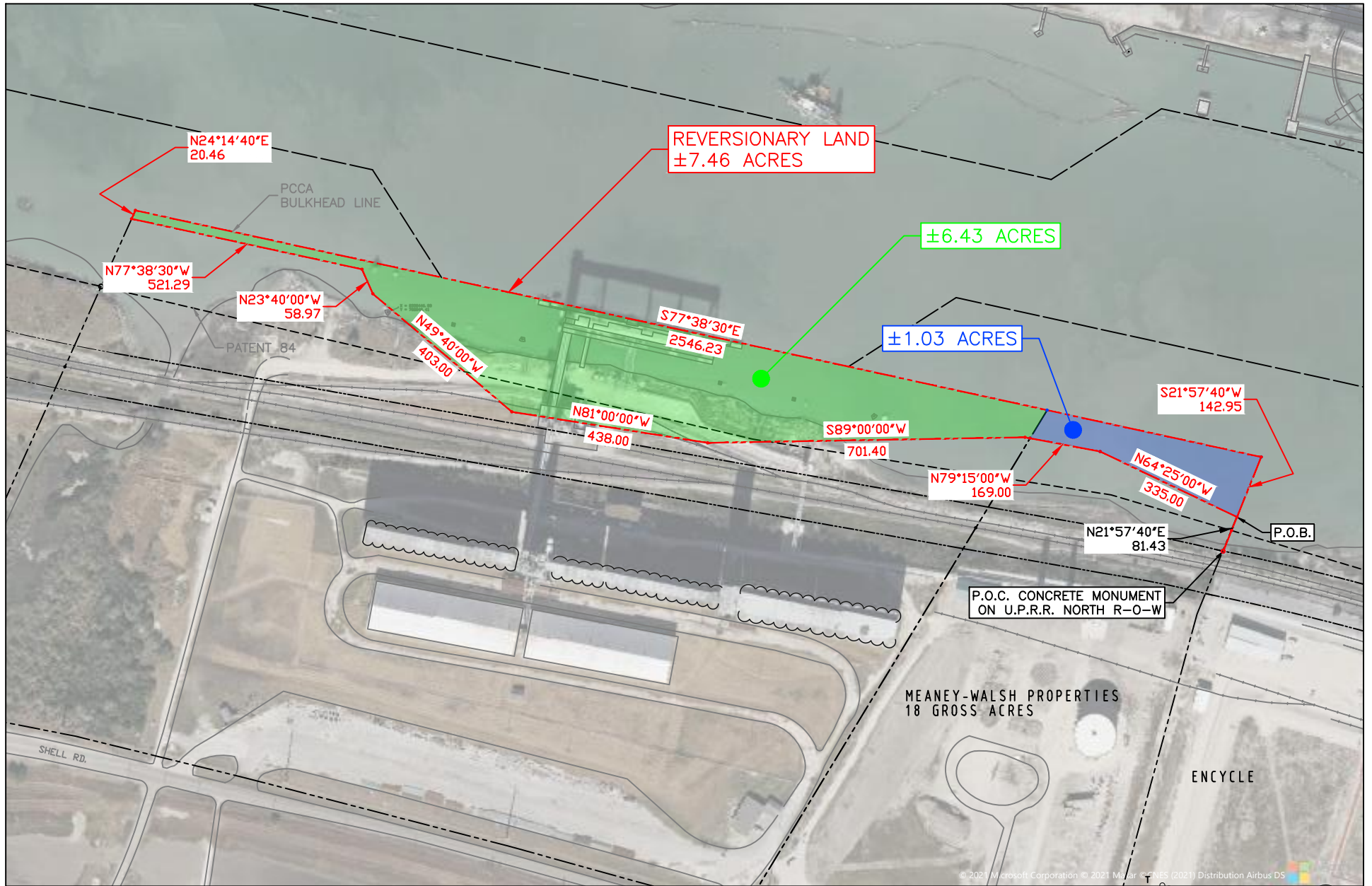
ATTEST:

\_\_\_\_\_  
Catherine Hilliard,  
Port Commission Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF NUECES     §


This instrument was acknowledged before me on the \_\_\_\_ day of October, 2021, by Charles W. Zahn, Jr., Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and Catherine Hilliard, 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



THIS DOCUMENT WAS PREPARED AS A DRAFT EXHIBIT UNDER THE AUTHORITY OF THE PORT OF CORPUS CHRISTI ON 9/30/21. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

h:\ben vasquez\drawings & exhibits\lease files\epic\epic crude terminal company, lp 6.43 acre franchise.dwg

 PORT CORPUS CHRISTI	PORT OF CORPUS CHRISTI AUTHORITY	
	EPIC CRUDE TERMINAL COMPANY, LP 6.43 ACRE FRANCHISE	
SCALE: DWN. BY: GRAPHIC BEN V	EXHIBIT A	DATE: 2021/09/30 TIME: 09:35:05

## EXHIBIT B

### LEGAL DESCRIPTION OF GRANTEE'S LAND

Being 7.46 acres and being the same land called 7.48 acres of land situated in Nueces County, Texas, in the waters of Nueces Bay about 4-1/2 miles N. 75° W. from the County Seat and embracing a portion of State of Texas Submerged Land Surveys No. 689, made for D. Odem et al, and No. 750, made for C. B. Caldwell, lying between a Northeasterly extension of the West boundary line of the William Meaney 56.5 acre tract lying North of Shell Road (said Wm. Meaney 56.5 acre tract being comprised of four tracts described in instruments of record in the Deed Records of Nueces County, Texas, in Volume 119 at Page 389, Volume 120 at Page 223 and Volume 194 at Page 333), being also the East boundary line of the Helen Dunn 15.3 acre tract, and the Northeasterly extension of the East boundary line of said Wm. Meaney 56.5 acre tract, being also the West boundary line of the John Whelan 100 acre tract and of a part of the North portion of same, now owned by the American Smelting and Refining Company, and South of a line crossing the waters of said Nueces Bay in a general Northwesterly and Southeasterly direction and referred to as the Navigation District's South Bulkhead Line. Said survey is a part of those Nueces Bay submerged lands patented to Nueces County Navigation District No. 1 by the State of Texas on May 7, 1930, as of record in the Deed Records of Nueces County, Texas, in Volume 192 at Page 579, and is described by metes and bounds, as surveyed, as follows:

BEGINNING at the point of intersection of the East boundary line of the Wm. Meaney 56.5 acre tract and West boundary line of American Smelting and Refining Company tract, with the South shoreline of Nueces Bay and established by a survey in 1947, for the Southeast corner of this survey, whence a concrete monument marking the point of intersection of said East line of Wm. Meaney 56.5 acre tract and West boundary line of American Smelting and Refining Company tract with the North Boundary line of the 100 foot right of way of the San Antonio, Uvalde and Gulf Railroad bears S. 21° 57' 40" W. 81.43 feet,

THENCE, along the said shoreline of Nueces Bay N. 64° 25' W. a distance of 335.0 feet to a meander point,

THENCE, continuing along said shoreline N. 79° 15' W. a distance of 169.0 feet to a meander point,

THENCE, S. 89° 00' W. following the shoreline, a distance of 701.4 feet to a meander point,

THENCE, N. 81° 00' W. following the shoreline, a distance of 438.0 feet to a meander point,

THENCE, N. 49° 40' W. following the shoreline, a distance of 403.0 feet to a meander point,

THENCE, N. 23° 40' W. following the shoreline, a distance of 58.97 feet to a point of intersection of the South shore line of Nueces Bay and a line parallel with and 320 feet Southwesterly measured at right angles from the centerline of the 200 foot bottom width Tule Lake Ship Channel,

THENCE, leaving the shoreline and along said 320 foot offset line N. 77° 38' 30" W. a distance of 521.29 feet to a point in the West boundary line of said Wm. Meaney 56.5 acre tract and the East boundary line of the Helen Dunn 15.3 acre tract, for the Southwest corner of this survey,

THENCE, N. 24° 14' 40" E. with said West boundary line of Wm. Meaney 56.5 acre tract and East boundary line of the Helen Dunn 15.3 acre tract, a distance of 20.46 feet to a point in the Navigation District's South bulkhead line, said bulkhead line being parallel with and 300 feet Southwesterly measured at right angles to the centerline of the 200 foot bottom width Tule Lake Ship Channel for the Northwest corner of this survey,

THENCE, S. 77° 38' 30" E. along the Navigation District's South bulkhead line, a distance of 2546.23 feet to a point in the Northeasterly extension of said East boundary line of the Wm. Meaney 56.5 acre tract and the West boundary line of the American Smelting and Refining Company tract for the Northeast corner of this survey,

THENCE, S. 21° 57' 40" W. with said East boundary line of Wm. Meaney 56.5 acre tract and West boundary line of the American Smelting and Refining Company tract, and the Northeasterly extension thereof into the waters of Nueces Bay, a distance of 142.95 feet to the place of beginning and containing 7.46 acres of land, more or less.

#### **SAVE AND EXCEPT**

A 1.03-acre tract of land out of said 7.46-acre tract of land more particularly described as follows:

Commencing at a point (P.O.C.) of intersection of the East boundary of Texas Fuel & Asphalt Company, LLC., the West boundary of Plains Terminals Corpus Christi, LLC., and the north Right of Way of Union Pacific Railroad.

- Thence, N 21° 57' 40" E for a distance of 81.43' to point of Beginning (P.O.B)
- Thence, N 64° 25' W along a surveyed shoreline established in 1947, for a distance of 335.0' to a point.
- Thence, N 79° 15' W along said 1947 shoreline for a distance of 157.76' to a point on the west boundary of Texas Fuel & Asphalt Company, LLC.
- Thence, N 31° 13' E along west boundary of Texas Fuel & Asphalt Company, LLC., for a distance of 72.63' to a point on the South Bulkhead Line, same point being the north boundary corner of Texas Fuel & Asphalt Company, LLC.
- Thence, S 77° 38' 30" E along said south Bulkhead Line, being 200' south of and parallel to the Federal Channel toe of the Tule Lake Ship Channel for a distance of 484.15' to a point being the east boundary corner of Texas Fuel & Asphalt Company, LLC.
- Thence, leaving South Bulkhead Line, S 21° 57' 40" W along east boundary of Texas Fuel & Asphalt Company, LLC., for a distance of 142.95' to the Point of Beginning (P.O.B) containing 1.03 acres, more or less.

The meridian used on this survey is that of the Texas Coordinate/System, South Zone, based on points established by the U. S. Engineer's Office.

**ACCEPTANCE OF GRANTEE**

**EPIC Crude Terminal Company, LP** hereby accepts the above and foregoing Franchise covering 6.43 acres of land, which was granted to it by Port of Corpus Christi Authority of Nueces County, Texas, and further agrees that **EPIC Crude Terminal Company, LP**, its successors and permitted assigns, shall in all things be bound by the terms and conditions of said Franchise.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

**EPIC Crude Terminal Company, LP**

By: EPIC Crude Holdings GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Printed Name: Jason Blevins  
Title: Chief Operating Officer

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Jason Blevins, Chief Operating Officer of **EPIC Crude Holdings GP, LLC**, the general partner of **EPIC Crude Terminal Company, LP**, on behalf of said limited liability company.

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