

FRANCHISE

**PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS
TO
CITGO REFINING AND CHEMICALS COMPANY, L.P.**

**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 CITGO Refining and Chemicals Company, L.P., a Delaware limited partnership whose business address is 1802 Nueces Bay Boulevard, Corpus Christi, Texas 78407, on behalf of itself and CITGO Petroleum Corporation, a Delaware corporation, and their respective successors and permitted assigns (“**Grantee**”), for the term specified in Section 1(e), 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**” means, collectively, the following three (3) tracts of land in Nueces County, Texas:

(i) that certain 35.86 acres of land situated in Nueces County, Texas, which is shown on the Authority’s Boundary Map attached hereto as **Exhibit A-1** and incorporated herein by reference (“**Tract One**”), and being 35.86 acres of the 43.08 acres of land conveyed to H. G. Sherman, S. Gugenheim, Mrs. Anna Cohn, and Joseph A. Cohn by the Nueces County Navigation District No. 1 by that certain mutual conveyance described in Section 7(a) of this Franchise;

(ii) that certain 12.325 acres of land situated in Nueces County, Texas, which is shown on the Authority’s Boundary Map attached hereto as **Exhibit A-2** and incorporated herein by reference (“**Tract Two**”), and being 0.168 acres out of Tract Three and 12.157 acres out of Tract Four of the tracts of land conveyed to W. Preston Pittman, Dr. McIver Furman, and T. S. Scibienski, Trustees of the Robert Driscoll and Julia Driscoll and Robert Driscoll, Jr. Foundation, et al, by the Nueces County Navigation District No. 1 by that certain mutual conveyance described in Section 7(b) of this Franchise; and

(iii) that certain 40.04 acres of land situated in Nueces County, Texas, which is shown on the Authority’s Boundary Map attached hereto as **Exhibit A-3** and incorporated herein by reference (“**Tract Three**”), and being 40.04 acres of the 216.764 acres of land conveyed to PPG Industries, Inc., by the Nueces County Navigation District No. 1 by those certain mutual conveyances, as amended, described in Section 7(c) of this Franchise.

(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 Tract One, Tract Two and Tract Three is the South Bulkhead Line. Grantee may cross the South Bulkhead Line (where it is adjacent to Tract One, Tract Two or Tract Three) 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 shall begin on the Grant Date described in Section 9 of this Franchise and shall end on October 31, 2051 (“***Term***”). On the Grant Date, the common names of the Grantee Docks are as follows: CITGO Oil Docks 1, 2, 3 and 7 and CITGO Barge Dock 6.

SECTION 2 **DREDGING**

(a) Grantee may also cross the South Bulkhead Line established by the Authority for the Channel where the Channel is adjacent to Grantee’s Land and may conduct and perform all dredging and excavation operations in, on and under the submerged lands owned by the Authority which lie between the Channel and Grantee’s Land (“***Authority’s Submerged Land***”), as may be necessary, proper or expedient in connection with the use of such submerged lands of the Authority as a means of access from the docks and wharves of Grantee to the Channel (each such operation being referred to herein as a “***Dredging Project***”).

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 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 and dockage, 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.

(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 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.

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. "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 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 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.

(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 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 CONVEYANCES

(a) The rights and privileges of Grantee arising out of that certain mutual conveyance dated November 24, 1933, of record at pages 18 through 21 of Volume 210, Deed Records of Nueces County, Texas, between the Nueces County Navigation District No. 1, on the one hand, and H. G. Sherman, S Gugenheim, Mrs. Anna Cohn, and Joseph A. Cohn, on the other hand 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.

(b) The rights and privileges of Grantee arising out of that certain 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, et al, on the other hand, as amended by that certain instrument styled "Releases and Grants of Easements for Mooring Structure and Side Slope Dredging" executed in counterparts, one of which is recorded in Volume 1654 at page 202, Deed Records of Nueces County, Texas, and as amended by that certain instrument styled "Deed Without Warranty" executed in counterparts, one of which is recorded in Volume 2334 at page 462, Deed Records of Nueces County, Texas, 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.

(c) The rights and privileges of Grantee arising out of the following mutual conveyances, as amended, between the Nueces County Navigation District No. 1 ("NCND") and PPG Industries, Inc., formerly called Southern Alkali Corporation ("PPG"), 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:

(1) that certain mutual conveyance dated October 23, 1933, recorded in Volume 208, page 394, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) two tracts of submerged land, one of

134.44 acres and one of 10.0 acres, and PPG conveyed to NCND all of PPG's riparian and littoral rights pertaining to the land which was then owned by PPG fronting on Nueces Bay and pertaining to the two tracts of 134.44 acres and 10.0 acres of submerged land which were therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas; and

(2) that certain mutual conveyance dated September 18, 1947, recorded in Volume 394, page 564, Deed Records of Nueces County, Texas, under which NCND conveyed to PPG (at the time called Southern Alkali Corporation) a tract of 74.28 acres of submerged land and PPG conveyed to NCND a tract of 2.41 acres of land and all of PPG's riparian and littoral rights pertaining to the 74.28 acre tract of land which was therein conveyed, as amended by agreement between NCND and PPG dated March 22, 1977, recorded in Volume 1602, page 549, Deed Records of Nueces County, Texas.

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, 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 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 or mutual conveyances 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

PASSAGE 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 [____], 2022 (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. 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. 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 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 Harbor Drive 78401
P. O. Box 1541 78403
Corpus Christi, Texas 78403
Attention: Chief Financial Officer**

**CITGO Petroleum Corporation
1802 Nueces Bay Blvd.
Corpus Christi, TX 78407
Attention: _____**

(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 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.

[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 _____, 2022.

PORT OF CORPUS CHRISTI AUTHORITY
OF NUECES COUNTY, TEXAS

By: _____
Charles W. Zahn, Jr.,
Port Commission Chairman

ATTEST:

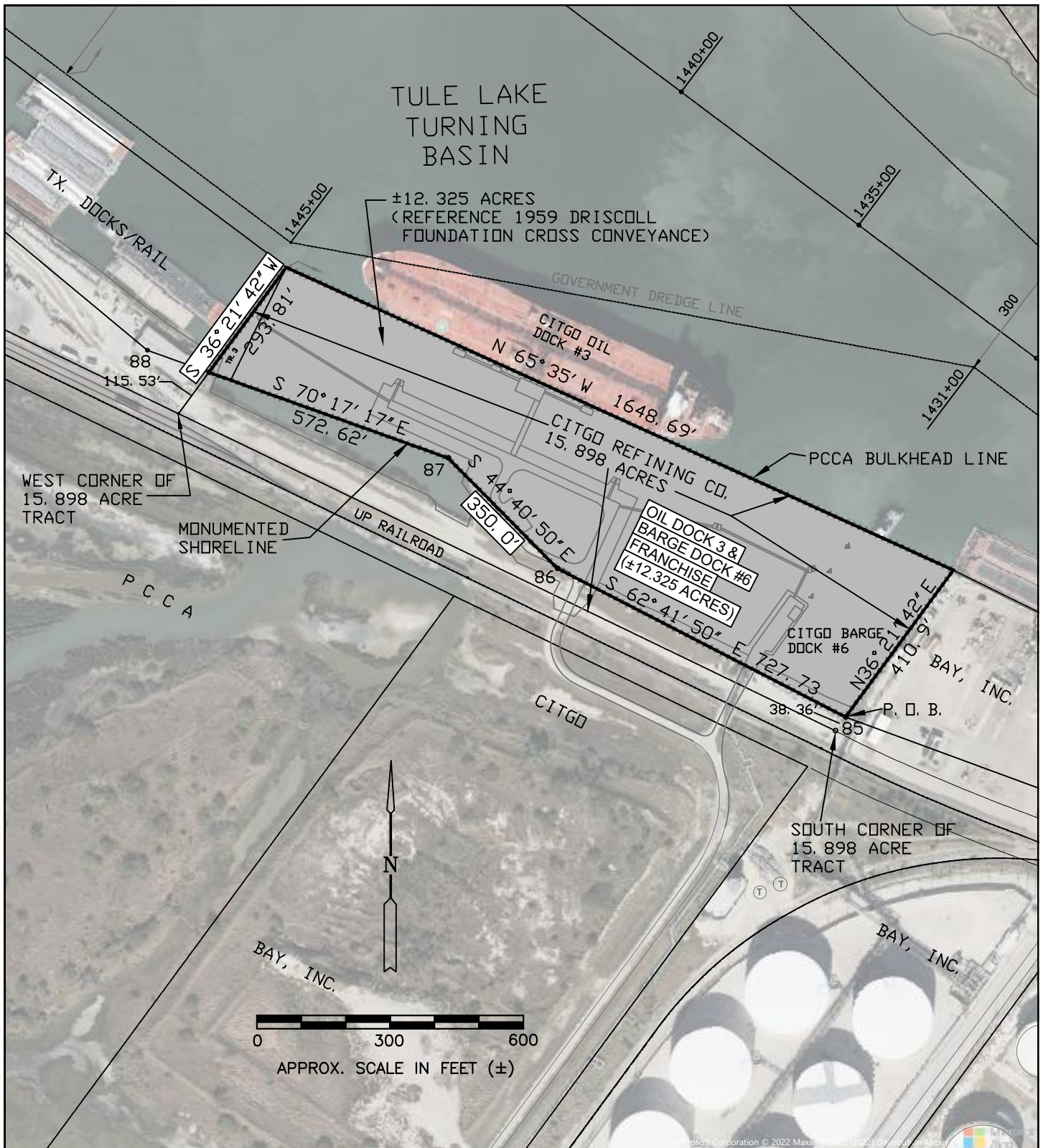
David P. Engel,
Port Commission Secretary

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Charles W. Zahn, Jr., Chairman of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, and David P. Engel, Secretary of the Port Commission of Port of Corpus Christi Authority of Nueces County, Texas, on behalf of said Port Authority.

NOTARY PUBLIC, STATE OF TEXAS

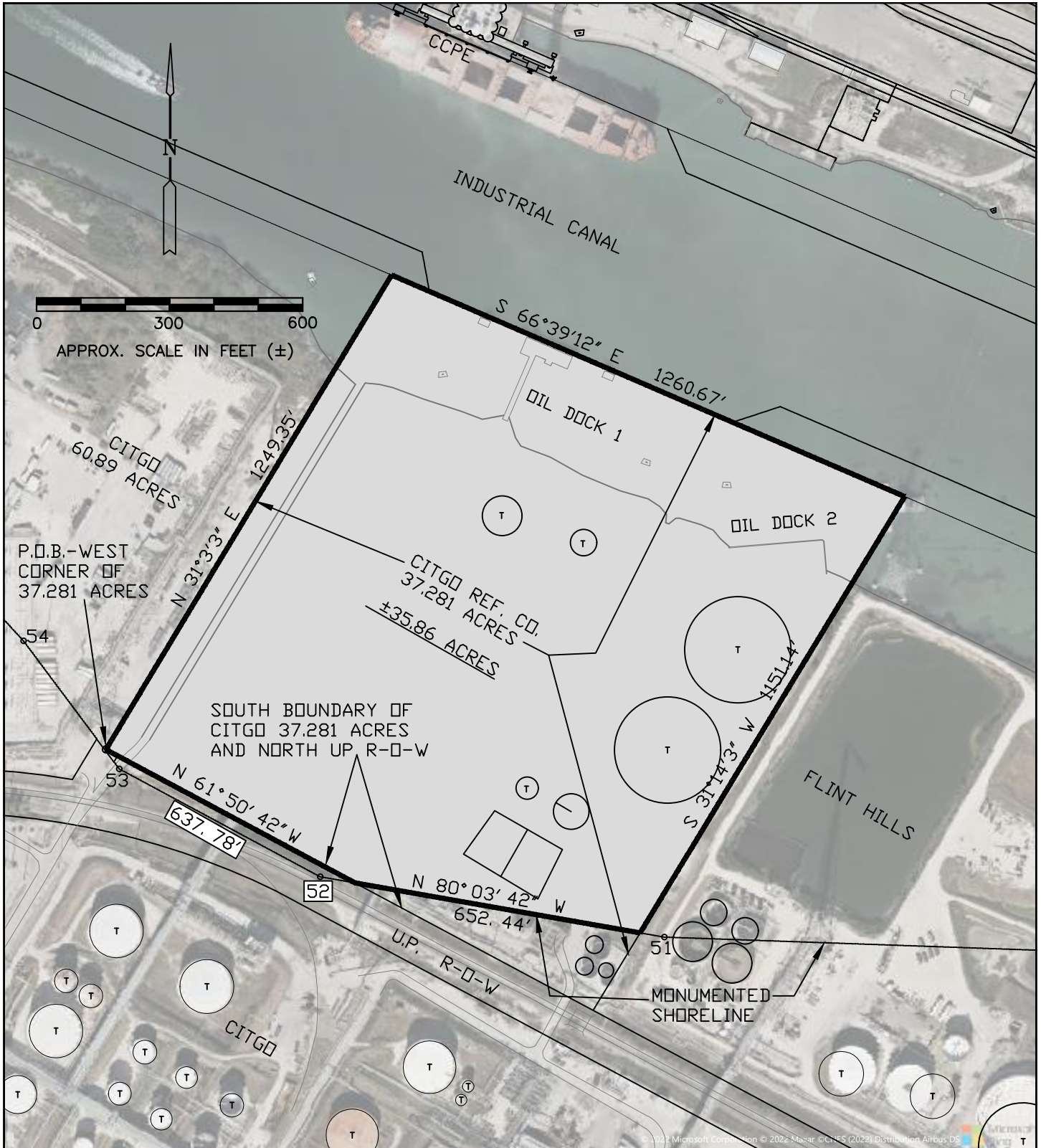
[The Exhibits]



NO.	DATE	REVISION



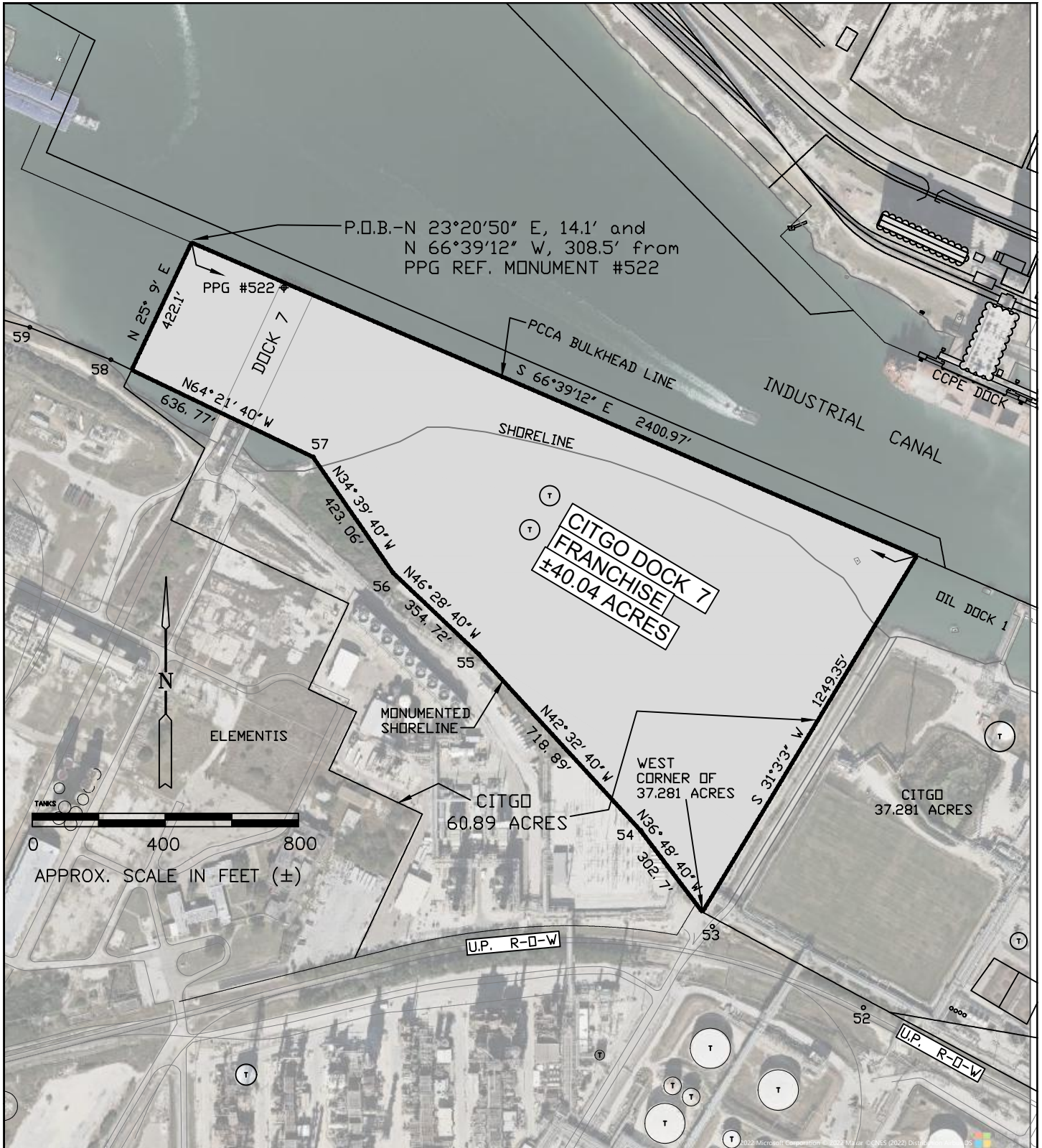
PORT OF CORPUS CHRISTI AUTHORITY		
CITGO PETROLEUM CORP. FRANCHISE AGREEMENT		
CITGO OIL DOCK 3 & BARGE DOCK #6 (±12.325 AC.)		
SCALE: AS SHOWN	EXHIBIT A-2	DATE: 04/01/2022
REVISED BY: JV		



NO.	DATE	REVISION



PORT OF CORPUS CHRISTI AUTHORITY		
CITGO PETROLEUM CORP. FRANCHISE AGREEMENT CITGO OIL DOCKS 1 & 2 (±35.86 AC)		
SCALE: AS SHOWN	EXHIBIT A-1	DATE: 04/01/2022
REVISED BY: JV		



NO.	DATE	REVISION



PORT CORPUSCHRISTI

PORT OF CORPUS CHRISTI AUTHORITY		
CITGO PETROLEUM CORP. FRANCHISE AGREEMENT CITGO DOCK 7 (±40.04 ACRES)		
SCALE: AS SHOWN	EXHIBIT A-3	DATE: 04/01/2022
REVISED BY: JV		

ACCEPTANCE OF GRANTEE

CITGO Refining and Chemicals Company, L.P., on behalf of itself and CITGO Petroleum Corporation hereby accepts the above and foregoing Franchise covering 88.225 acres of land, which was granted to it by Port of Corpus Christi Authority of Nueces County, Texas, and further agrees that CITGO Refining and Chemicals Company, L.P., on behalf of itself and CITGO Petroleum Corporation, its successors and permitted assigns, shall in all things be bound by the terms and conditions of said Franchise.

EXECUTED this ____ day of _____, 2022.

CITGO Refining and Chemicals Company, L.P.
on behalf of itself and CITGO Petroleum
Corporation

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, _____ of CITGO Refining and Chemicals Company, L.P., on behalf of CITGO Refining and Chemicals Company, L.P. and CITGO Petroleum Corporation.

NOTARY PUBLIC, STATE OF TEXAS