



P.O. Box 4018 Houston, Texas 77210-4018 713.381.6500
1100 Louisiana Street Houston, Texas 77002-41010 www.epplp.com

May 30, 2014

La Porte ISD
Mr. Lloyd Graham
1002 San Jacinto Street
La Porte, Texas 77571

Re: Property Tax Abatement Application – Section 313- Value Limitation

Dear Mr. Graham:

Enterprise Products Operating LLC is proposing to construct a new manufacturing facility at our Morgan's Point Terminal. This is a green field project with an estimated investment of \$1.3 Billion. This will be spent within the jurisdictional boundaries of La Porte ISD.

This considerable investment demonstrates our commitment to growing our economic presence in the Morgan's Point area. This new plant also will serve as an economic driver for the Morgan's Point community at large. The proposed project is expected to directly create approximately 1,000 jobs during construction, which will increase the need for local goods and services and generate incremental state and local tax revenue.

We believe this facility will promote economic growth and welfare to the community by creating approximately ten new permanent full-time positions. The wages for these positions will be at least above 110% of the Orange County average wage rate. Additionally, benefits such as medical, dental, and life insurance will be provided, as well as 401K and pension plans.

We appreciate your consideration of our application and value our economic development partnership. If you have any questions, please feel free to contact me by telephone at 713-381-8071 or by email at ctate@eprod.com.

Sincerely,

A handwritten signature in blue ink that reads "Curt Tate".

Curt Tate
Sr. Tax Director



Application for Appraised Value Limitation on Qualified Property (Tax Code, Chapter 313, Subchapter B or C)

Economic Development
and Analysis
Form 50-296-A

INSTRUCTIONS: This application must be completed and filed with the school district. In order for an application to be processed, the governing body (school board) must elect to consider an application, but — by Comptroller rule — the school board may elect to consider the application only after the school district has received a completed application. Texas Tax Code, Section 313.025 requires that any completed application and any supplemental materials received by the school district must be forwarded within seven days to the Comptroller of Public Accounts.

If the school board elects to consider the application, the school district must:

- notify the Comptroller that the school board has elected to consider the application. This notice must include:
 - the date on which the school district received the application;
 - the date the school district determined that the application was complete;
 - the date the school board decided to consider the application; and
 - a request that the Comptroller prepare an economic impact analysis of the application;
- provide a copy of the notice to the appraisal district;
- must complete the sections of the application reserved for the school district and provide information required in the Comptroller rules located at 34 Texas Administrative Code (TAC) Section 9.1054; and
- forward the original hard copy of the completed application to the Comptroller in a three-ring binder with tabs, as indicated on page 9 of this application, separating each section of the documents, in addition to an electronic copy on CD. See 34 TAC Chapter 9, Subchapter F.

The governing body may, at its discretion, allow the applicant to supplement or amend the application after the filing date, subject to the restrictions in 34 TAC Chapter 9, Subchapter F.

When the Comptroller receives the notice and required information from the school district, the Comptroller will publish all submitted application materials on its website. The Comptroller is authorized to treat some application information as confidential and withhold it from publication on the Internet. To do so, however, the information must be segregated and comply with the other requirements set out in the Comptroller rules. For more information, see guidelines on Comptroller's website.

The Comptroller will independently determine whether the application has been completed according to the Comptroller's rules (34 TAC Chapter 9, Subchapter F). If the Comptroller finds the application is not complete, the Comptroller will request additional materials from the school district. Pursuant to 9.1053(a)(1)(C), requested information shall be provided within 20 days of the date of the request. When the Comptroller determines that the application is complete, it will send the school district a notice indicating so. The Comptroller will determine the eligibility of the project, issue a certificate for a limitation on appraised value to the school board regarding the application and prepare an economic impact evaluation by the 90th day after the Comptroller receives a complete application—as determined by the Comptroller.

The school board must approve or disapprove the application before the 151st day after the application review start date (the date the application is finally determined to be complete), unless an extension is granted. The Comptroller and school district are authorized to request additional information from the applicant that is reasonably necessary to issue a certificate, complete the economic impact evaluation or consider the application at any time during the application review period.

Please visit the Comptroller's website to find out more about the program at www.texasahead.org/tax_programs/chapter313/. There are links on this Web page to the Chapter 313 statute, rules, guidelines and forms. Information about minimum limitation values for particular districts and wage standards may also be found at that site.

SECTION 1: School District Information

1. Authorized School District Representative

Date Application Received by District

First Name

Last Name

Title

School District Name

Street Address

Mailing Address

City

State

ZIP

Phone Number

Fax Number

Mobile Number (optional)

Email Address

2. Does the district authorize the consultant to provide and obtain information related to this application? Yes No

SECTION 1: School District Information (continued)

3. Authorized School District Consultant (If Applicable)

First Name _____ Last Name _____

Title _____

Firm Name _____

Phone Number _____ Fax Number _____

Mobile Number (optional) _____ Email Address _____

4. On what date did the district determine this application complete?

5. Has the district determined that the electronic copy and hard copy are identical? Yes No

SECTION 2: Applicant Information

1. Authorized Company Representative (Applicant)

First Name _____ Last Name _____

Title _____ Organization _____

Street Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Phone Number _____ Fax Number _____

Mobile Number (optional) _____ Business Email Address _____

2. Will a company official other than the authorized company representative be responsible for responding to future information requests? Yes No

2a. If yes, please fill out contact information for that person.

First Name _____ Last Name _____

Title _____ Organization _____

Street Address _____

Mailing Address _____

City _____ State _____ ZIP _____

Phone Number _____ Fax Number _____

Mobile Number (optional) _____ Business Email Address _____

3. Does the applicant authorize the consultant to provide and obtain information related to this application? Yes No

SECTION 2: Applicant Information (continued)

4. Authorized Company Consultant (If Applicable)

First Name _____ Last Name _____

Title _____

Firm Name _____

Phone Number _____ Fax Number _____

Business Email Address _____

SECTION 3: Fees and Payments

1. Has an application fee been paid to the school district? Yes No

The total fee shall be paid at time of the application is submitted to the school district. Any fees not accompanying the original application shall be considered supplemental payments.

1a. If yes, attach in **Tab 2** proof of application fee paid to the school district.

For the purpose of questions 2 and 3, "payments to the school district" include any and all payments or transfers of things of value made to the school district or to any person or persons in any form if such payment or transfer of thing of value being provided is in recognition of, anticipation of, or consideration for the agreement for limitation on appraised value.

2. Will any "payments to the school district" that you may make in order to receive a property tax value limitation agreement result in payments that are not in compliance with Tax Code §313.027(i)? Yes No N/A

3. If "payments to the school district" will only be determined by a formula or methodology without a specific amount being specified, could such method result in "payments to the school district" that are not in compliance with Tax Code §313.027(i)? Yes No N/A

SECTION 4: Business Applicant Information

1. What is the legal name of the applicant under which this application is made? _____

2. List the Texas Taxpayer I.D. number of entity subject to Tax Code, Chapter 171 (11 digits) _____

3. List the NAICS code _____

4. Is the applicant a party to any other pending or active Chapter 313 agreements? Yes No

4a. If yes, please list application number, name of school district and year of agreement

SECTION 5: Applicant Business Structure

1. Identify Business Organization of Applicant (corporation, limited liability corporation, etc) _____

2. Is applicant a combined group, or comprised of members of a combined group, as defined by Tax Code §171.0001(7)? Yes No

2a. If yes, attach in **Tab 3** a copy of Texas Comptroller Franchise Tax Form No. 05-165, No. 05-166, or any other documentation from the Franchise Tax Division to demonstrate the applicant's combined group membership and contact information.

3. Is the applicant current on all tax payments due to the State of Texas? Yes No

4. Are all applicant members of the combined group current on all tax payments due to the State of Texas? Yes No N/A

5. If the answer to question 3 or 4 is no, please explain and/or disclose any history of default, delinquencies and/or any material litigation, including litigation involving the State of Texas. (If necessary, attach explanation in **Tab 3**)

SECTION 6: Eligibility Under Tax Code Chapter 313.024

- 1. Are you an entity subject to the tax under Tax Code, Chapter 171? Yes No
- 2. The property will be used for one of the following activities:
 - (1) manufacturing Yes No
 - (2) research and development Yes No
 - (3) a clean coal project, as defined by Section 5.001, Water Code Yes No
 - (4) an advanced clean energy project, as defined by Section 382.003, Health and Safety Code Yes No
 - (5) renewable energy electric generation Yes No
 - (6) electric power generation using integrated gasification combined cycle technology Yes No
 - (7) nuclear electric power generation Yes No
 - (8) a computer center that is used as an integral part or as a necessary auxiliary part for the activity conducted by applicant in one or more activities described by Subdivisions (1) through (7) Yes No
 - (9) a Texas Priority Project, as defined by 313.024(e)(7) and TAC 9.1051 Yes No
- 3. Are you requesting that any of the land be classified as qualified investment? Yes No
- 4. Will any of the proposed qualified investment be leased under a capitalized lease? Yes No
- 5. Will any of the proposed qualified investment be leased under an operating lease? Yes No
- 6. Are you including property that is owned by a person other than the applicant? Yes No
- 7. Will any property be pooled or proposed to be pooled with property owned by the applicant in determining the amount of your qualified investment? Yes No

SECTION 7: Project Description

- 1. In **Tab 4**, attach a detailed description of the scope of the proposed project, including, at a minimum, the type and planned use of real and tangible personal property, the nature of the business, a timeline for property construction or installation, and any other relevant information.
- 2. Check the project characteristics that apply to the proposed project:

<input type="checkbox"/> Land has no existing improvements	<input type="checkbox"/> Land has existing improvements (<i>complete Section 13</i>)
<input type="checkbox"/> Expansion of existing operation on the land (<i>complete Section 13</i>)	<input type="checkbox"/> Relocation within Texas

SECTION 8: Limitation as Determining Factor

- 1. Does the applicant currently own the land on which the proposed project will occur? * See Attached Explanation... Yes* No
- 2. Has the applicant entered into any agreements or contracts for work to be performed related to the proposed project? Yes No
- 3. Does the applicant have current business activities at the location where the proposed project will occur? Yes No
- 4. Has the applicant made public statements in SEC filings or other official documents regarding its intentions regarding the proposed project location? Yes No
- 5. Has the applicant received any local or state permits for activities on the proposed project site? Yes No
- 6. Has the applicant received commitments for state or local incentives for activities at the proposed project site? Yes No
- 7. Are you submitting information to assist in the determination as to whether the limitation on appraised value is a determining factor in the applicant's decision to invest capital and construct the project in Texas? Yes No
- 8. Has the applicant considered or is the applicant considering other locations not in Texas for the proposed project? Yes No
- 9. Has the applicant provided capital investment or return on investment information for the proposed project in comparison with other alternative investment opportunities? Yes No
- 10. Has the applicant provided information related to the applicant's inputs, transportation and markets for the proposed project? Yes No

If you answered "yes" to any of the questions in Section 8, attach supporting information in Tab 5.

SECTION 9: Projected Timeline

1. Application approval by school board _____
2. Beginning of qualifying time period _____
3. First year of limitation _____
4. Begin hiring new employees _____
5. Commencement of commercial operations _____
6. Do you propose to construct a new building or to erect or affix a new improvement after your application review start date (*date your application is finally determined to be complete*)? Yes No
Note: Improvements made before that time may not be considered qualified property.
7. When do you anticipate the new buildings or improvements will be placed in service? _____

SECTION 10: The Property

1. Identify county or counties in which the proposed project will be located _____
2. Identify Central Appraisal District (CAD) that will be responsible for appraising the property _____
3. Will this CAD be acting on behalf of another CAD to appraise this property? Yes No
4. List all taxing entities that have jurisdiction for the property, the portion of project within each entity and tax rates for each entity:
 County: _____ (Name, tax rate and percent of project) City: _____ (Name, tax rate and percent of project)
 Hospital District: _____ (Name, tax rate and percent of project) Water District: _____ (Name, tax rate and percent of project)
 Other (describe): _____ (Name, tax rate and percent of project) Other (describe): _____ (Name, tax rate and percent of project)
5. Is the project located entirely within the ISD listed in Section 1? Yes No
 5a. If no, attach in **Tab 6** additional information on the project scope and size to assist in the economic analysis.
6. Did you receive a determination from the Texas Economic Development and Tourism Office that this proposed project and at least one other project seeking a limitation agreement constitute a single unified project (SUP), as allowed in §313.024(d-2)? Yes No
 6a. If yes, attach in **Tab 6** supporting documentation from the Office of the Governor.

SECTION 11: Investment

NOTE: The minimum amount of qualified investment required to qualify for an appraised value limitation and the minimum amount of appraised value limitation vary depending on whether the school district is classified as Subchapter B or Subchapter C, and the taxable value of the property within the school district. For assistance in determining estimates of these minimums, access the Comptroller’s website at www.texasahead.org/tax_programs/chapter313/.

1. At the time of application, what is the estimated minimum qualified investment required for this school district? _____
2. What is the amount of appraised value limitation for which you are applying? _____
Note: The property value limitation amount is based on property values available at the time of application and may change prior to the execution of any final agreement.
3. Does the qualified investment meet the requirements of Tax Code §313.021(1)? Yes No
4. Attach a description of the qualified investment [See §313.021(1).] The description must include:
 - a. a specific and detailed description of the qualified investment you propose to make on the property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (**Tab 7**);
 - b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your minimum qualified investment (**Tab 7**); and
 - c. a detailed map of the qualified investment showing location of new buildings or new improvements with vicinity map (**Tab 11**).
5. Do you intend to make at least the minimum qualified investment required by Tax Code §313.023 (or §313.053 for Subchapter C school districts) for the relevant school district category during the qualifying time period? Yes No

SECTION 12: Qualified Property

1. Attach a detailed description of the qualified property. [See §313.021(2)] (If qualified investment describes qualified property exactly, you may skip items a, b and c below.) The description must include:
 - 1a. a specific and detailed description of the qualified property for which you are requesting an appraised value limitation as defined by Tax Code §313.021 (Tab 8);
 - 1b. a description of any new buildings, proposed new improvements or personal property which you intend to include as part of your qualified property (Tab 8); and
 - 1c. a map of the qualified property showing location of new buildings or new improvements with vicinity map (Tab 11).
2. Is the land upon which the new buildings or new improvements will be built part of the qualified property described by §313.021(2)(A)? Yes No
 - 2a. If yes, attach complete documentation including:
 - a. legal description of the land (Tab 9);
 - b. each existing appraisal parcel number of the land on which the new improvements will be constructed, regardless of whether or not all of the land described in the current parcel will become qualified property (Tab 9);
 - c. owner (Tab 9);
 - d. the current taxable value of the land. Attach estimate if land is part of larger parcel (Tab 9); and
 - e. a detailed map showing the location of the land with vicinity map (Tab 11).
3. Is the land on which you propose new construction or new improvements currently located in an area designated as a reinvestment zone under Tax Code Chapter 311 or 312 or as an enterprise zone under Government Code Chapter 2303? Yes No
 - 3a. If yes, attach the applicable supporting documentation:
 - a. evidence that the area qualifies as a enterprise zone as defined by the Governor's Office (Tab 16);
 - b. legal description of reinvestment zone (Tab 16);
 - c. order, resolution or ordinance establishing the reinvestment zone (Tab 16);
 - d. guidelines and criteria for creating the zone (Tab 16); and
 - e. a map of the reinvestment zone or enterprise zone boundaries with vicinity map (Tab 11)
 - 3b. If no, submit detailed description of proposed reinvestment zone or enterprise zone with a map indicating the boundaries of the zone on which you propose new construction or new improvements to the Comptroller's office within 30 days of the application date. What is the anticipated date on which you will submit final proof of a reinvestment zone or enterprise zone?

SECTION 13: Information on Property Not Eligible to Become Qualified Property

1. In Tab 10, attach a specific and detailed description of all **existing property**. This includes buildings and improvements existing as of the application review start date (the date the application is determined to be complete by the Comptroller). The description must provide sufficient detail to locate all existing property on the land that will be subject to the agreement and distinguish existing property from future proposed property.
2. In Tab 10, attach a specific and detailed description of all **proposed new property that will not become new improvements** as defined by TAC 9.1051. This includes proposed property that: functionally replaces existing or demolished/removed property; is used to maintain, refurbish, renovate, modify or upgrade existing property; or is affixed to existing property; or is otherwise ineligible to become qualified property. The description must provide sufficient detail to distinguish existing property (question 1) and all proposed new property that cannot become qualified property from proposed qualified property that will be subject to the agreement (as described in Section 12 of this application).
3. For the property not eligible to become qualified property listed in response to questions 1 and 2 of this section, provide the following supporting information in Tab 10:
 - a. maps and/or detailed site plan;
 - b. surveys;
 - c. appraisal district values and parcel numbers;
 - d. inventory lists;
 - e. existing and proposed property lists;
 - f. model and serial numbers of existing property; or
 - g. other information of sufficient detail and description.
4. Total estimated market value of existing property (that property described in response to question 1): \$ _____
5. In Tab 10, include an appraisal value by the CAD of all the buildings and improvements existing as of a date within 15 days of the date the application is received by the school district.
6. Total estimated market value of proposed property not eligible to become qualified property (that property described in response to question 2): \$ _____

Note: Investment for the property listed in question 2 may count towards qualified investment in Column C of Schedules A-1 and A-2, if it meets the requirements of 313.021(1). Such property cannot become qualified property on Schedule B.

SECTION 14: Wage and Employment Information

1. What is the estimated number of permanent jobs (more than 1,600 hours a year), with the applicant or a contractor of the applicant, on the proposed qualified property during the last complete quarter before the application review start date (date your application is finally determined to be complete)?
 2. What is the last complete calendar quarter before application review start date:
 First Quarter Second Quarter Third Quarter Fourth Quarter of _____
(year)
 3. What were the number of permanent jobs (more than 1,600 hours a year) this applicant had in Texas during the most recent quarter reported to the Texas Workforce Commission (TWC)?
- Note:** For job definitions see TAC §9.1051 and Tax Code §313.021(3).
4. What is the number of new qualifying jobs you are committing to create?
 5. What is the number of new non-qualifying jobs you are estimating you will create?
 6. Do you intend to request that the governing body waive the minimum new qualifying job creation requirement, as provided under Tax Code §313.025(f-1)? Yes No
 - 6a. If yes, attach evidence in **Tab 12** documenting that the new qualifying job creation requirement above exceeds the number of employees necessary for the operation, according to industry standards.
 7. Attach in **Tab 13** the four most recent quarters of data for each wage calculation below, including documentation from the TWC website. The final actual statutory minimum annual wage requirement for the applicant for each qualifying job — which may differ slightly from this estimate — will be based on information from the four quarterly periods for which data were available at the time of the application review start date (date of a completed application). See TAC §9.1051(21) and (22).
 - a. Average weekly wage for all jobs (all industries) in the county is
 - b. 110% of the average weekly wage for manufacturing jobs in the county is
 - c. 110% of the average weekly wage for manufacturing jobs in the region is
 8. Which Tax Code section are you using to estimate the qualifying job wage standard required for this project? §313.021(5)(A) or §313.021(5)(B)
 9. What is the minimum required annual wage for each qualifying job based on the qualified property?
 10. What is the annual wage you are committing to pay for each of the new qualifying jobs you create on the qualified property?
 11. Will the qualifying jobs meet all minimum requirements set out in Tax Code §313.021(3)? Yes No
 12. Do you intend to satisfy the minimum qualifying job requirement through a determination of cumulative economic benefits to the state as provided by §313.024(d-2)? Yes No
 - 12a. If yes, attach in **Tab 12** supporting documentation from the TWC, pursuant to §313.021(3)(F).
 13. Do you intend to rely on the project being part of a single unified project, as allowed in §313.024(d-2), in meeting the qualifying job requirements? Yes No
 - 13a. If yes, attach in **Tab 6** supporting documentation including a list of qualifying jobs in the other school district(s).

SECTION 15: Economic Impact

1. Complete and attach Schedules A1, A2, B, C, and D in **Tab 14**. Note: Excel spreadsheet versions of schedules are available for download and printing at URL listed below.
2. Attach an Economic Impact Analysis, if supplied by other than the Comptroller's Office, in **Tab 15**. (*not required*)
3. If there are any other payments made in the state or economic information that you believe should be included in the economic analysis, attach a separate schedule showing the amount for each year affected, including an explanation, in **Tab 15**.

SECTION 16: Authorized Signatures and Applicant Certification

After the application and schedules are complete, an authorized representative from the school district and the business should review the application documents and complete this authorization page. Attach the completed authorization page in **Tab 17**. **NOTE:** If you amend your application, you will need to obtain new signatures and resubmit this page, Section 16, with the amendment request.

1. Authorized School District Representative Signature

I am the authorized representative for the school district to which this application is being submitted. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code.

print
here →

Print Name (Authorized School District Representative)

Title

sign
here →

Signature (Authorized School District Representative)

Date

2. Authorized Company Representative (Applicant) Signature and Notarization

I am the authorized representative for the business entity for the purpose of filing this application. I understand that this application is a government record as defined in Chapter 37 of the Texas Penal Code. The information contained in this application and schedules is true and correct to the best of my knowledge and belief.

I hereby certify and affirm that the business entity I represent is in good standing under the laws of the state in which the business entity was organized and that no delinquent taxes are owed to the State of Texas.

print
here →

Curt Tate

Senior Tax Director

Print Name (Authorized Company Representative (Applicant))

Title

sign
here →

Signature (Authorized Company Representative (Applicant))

May 30, 2014

Date

GIVEN under my hand and seal of office this, the

30th day of May, 2014

Kala Hammons
Notary Public in and for the State of Texas

My Commission expires:

8/7/2016



If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

APPLICATION TAB ORDER FOR REQUESTED ATTACHMENTS

TAB	ATTACHMENT
1	Pages 1 through 11 of Application
2	Proof of Payment of Application Fee
3	Documentation of Combined Group membership under Texas Tax Code 171.0001(7), history of tax default, delinquencies and/or material litigation <i>(if applicable)</i>
4	Detailed description of the project
5	Documentation to assist in determining if limitation is a determining factor
6	Description of how project is located in more than one district, including list of percentage in each district and, if determined to be a single unified project, documentation from the Office of the Governor <i>(if applicable)</i>
7	Description of Qualified Investment
8	Description of Qualified Property
9	Description of Land
10	Description of all property not eligible to become qualified property <i>(if applicable)</i>
11	<p>Maps that clearly show:</p> <ul style="list-style-type: none"> a) Project vicinity b) Qualified investment including location of new buildings or new improvements c) Qualified property including location of new buildings or new improvements d) Existing property e) Land location within vicinity map f) Reinvestment or Enterprise Zone within vicinity map, showing the actual or proposed boundaries and size <p>Note: Electronic maps should be high resolution files. Include map legends/markers.</p>
12	Request for Waiver of Job Creation Requirement and supporting information <i>(if applicable)</i>
13	Calculation of three possible wage requirements with TWC documentation
14	Schedules A1, A2, B, C and D completed and signed Economic Impact <i>(if applicable)</i>
15	Economic Impact Analysis, other payments made in the state or other economic information <i>(if applicable)</i>
16	<p>Description of Reinvestment or Enterprise Zone, including:</p> <ul style="list-style-type: none"> a) evidence that the area qualifies as a enterprise zone as defined by the Governor’s Office b) legal description of reinvestment zone* c) order, resolution or ordinance establishing the reinvestment zone* d) guidelines and criteria for creating the zone* <p>* To be submitted with application or before date of final application approval by school board</p>
17	Signature and Certification page, signed and dated by Authorized School District Representative and Authorized Company Representative <i>(applicant)</i>

Explanation for Section 8, Question 1

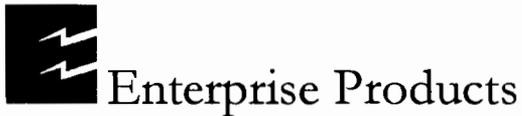
1. Does the Applicant currently own the land on which the proposed project will occur?

Applicant owns the land upon which the two manufacturing trains identified in Tab #7 will be constructed. That land is described in Tab #9, Item 1.

Applicant leases the land upon which the ship dock identified in Tab #7 will be constructed. That land is described in Tab #9, Item 2.

Tab # 2

Proof of Payment



P.O. Box 4018 Houston, Texas 77210-4018 713.381.6500
1100 Louisiana Houston, Texas 77002 www.eplp.com

May 29, 2014

La Porte Independent School District
Mr. Lloyd Graham
1002 San Jacinto St.
La Porte, TX 77571

Re: Chapter 313 Abatement Application Fee

Dear Mr. Graham:

Enterprise Products Operating, LLC herein submits the application fee payment of **\$75,000**. This payment is submitted in compliance with the Chapter 313 value limitation application fee set by La Porte ISD.

If you have any questions regarding this payment, please call me at 713-381-8071 or ctate@eprod.com

Sincerely,

A handwritten signature in black ink that reads "Curt Tate".

Curt Tate
Sr. Tax Director

Enclosures (1)

Proof of payment of filing fee received by the
Comptroller of Public Accounts per TAC Rule
§9.1054 (b)(5)

*(Page Inserted by Office of Texas Comptroller of Public
Accounts)*

Tab # 3

Documentation of Combined

Texas Franchise Tax Extension Affiliate List

pg 1 of 6

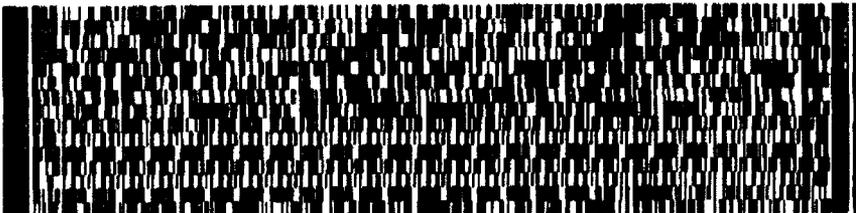
■ Reporting entity taxpayer number 17605682198	■ Report year 2013	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE PRODUCTS OLPGP INC	■ 12004832015	■ <input type="checkbox"/>
2. ENTERPRISE GTMGP LLC	■ 32011348052	■ <input checked="" type="checkbox"/>
3. ENTERPRISE PRODUCTS OPERATING LLC	■ 12604305396	■ <input type="checkbox"/>
4. ENTERPRISE PRODUCTS TEXAS OPERATING LLC	■ 32033241277	■ <input type="checkbox"/>
5. CHUNCHULA PIPELINE CO LLC	■ 17605733926	■ <input type="checkbox"/>
6. HSC PIPELINE PARTNERSHIP LLC	■ 12604307731	■ <input type="checkbox"/>
7. SORRENTO PIPELINE COMPANY LLC	■ 17605733884	■ <input type="checkbox"/>
8. CAJUN PIPELINE COMPANY LLC	■ 17605733942	■ <input type="checkbox"/>
9. ENTERPRISE LOU-TEX NGL PIPELINE LP	■ 17606156218	■ <input type="checkbox"/>
10. SAILFISH PIPELINE COMPANY LLC	■ 17605231061	■ <input type="checkbox"/>
11. MORAY PIPELINE COMPANY LLC	■ 32001747669	■ <input type="checkbox"/>
12. PORT NECHES PIPELINE LLC	■ 32033241426	■ <input type="checkbox"/>
13. PORT NECHES GP LLC	■ 14320514335	■ <input type="checkbox"/>
14. ADAMANA LAND COMPANY LLC	■ 260430539	■ <input checked="" type="checkbox"/>
15. GROVES RGP PIPELINE LLC	■ 32033241269	■ <input type="checkbox"/>
16. MAPLETREE LLC	■ 32008535687	■ <input type="checkbox"/>
17. MID-AMERICA PIPELINE COMPANY LLC	■ 11326187801	■ <input type="checkbox"/>
18. ENTERPRISE TERMINALS & STORAGE LLC	■ 17316595366	■ <input type="checkbox"/>
19. SEMINOLE PIPELINE COMPANY	■ 17310998624	■ <input type="checkbox"/>
20. ENTERPRISE OFFSHORE DEVELOPMENT LLC	■ 481262448	■ <input checked="" type="checkbox"/>
21. DEEP GULF DEVELOPMENT LLC	■ 481262451	■ <input checked="" type="checkbox"/>

Note: To file an extension request for a reporting entity and its affiliates, Form 05-164 (Texas Franchise Tax Extension Request) must be submitted with this affiliate list. The filing of this list by itself does not constitute a properly filed Extension Request.

Do not file this form when requesting a second extension.

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VE/DE	<input type="checkbox"/>	FM	<input type="checkbox"/>
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pg 2 of 6

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TX2013

Ver. 4.0

05-165
(Rev.9-11/3)

Texas Franchise Tax Extension Affiliate List

Tcode 13298

Reporting entity taxpayer number

Report year

Reporting entity taxpayer name

17605682198

2013

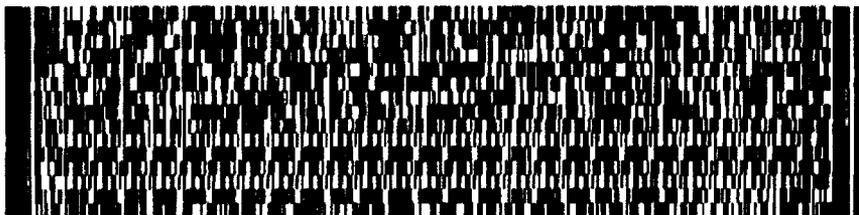
Enterprise Products Partners L.P.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (if none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. OLEFINS TERMINAL LLC	10613112969	<input type="checkbox"/>
2. ENTERPRISE NGL PIPELINE LLC	17605901721	<input type="checkbox"/>
3. ENTERPRISE GAS PROCESSING LLC	32000814668	<input type="checkbox"/>
4. ENTERPRISE NGL PRIVATE LINES & STOR	17605601230	<input type="checkbox"/>
5. NORCO-TAFT PIPELINE LLC	32038546837	<input checked="" type="checkbox"/>
6. ENTERPRISE FRACTIONATION LLC	17605595838	<input type="checkbox"/>
7. ENTERPRISE WHITE RIVER HUB LLC	262204315	<input checked="" type="checkbox"/>
8. ENTERPRISE HYDROCARBONS LP	17427797521	<input type="checkbox"/>
9. TECO GAS GATHERING LLC	17427219112	<input type="checkbox"/>
10. TECO GAS PROCESSING LLC	17427531029	<input type="checkbox"/>
11. DEP HOLDINGS LLC	32024280920	<input type="checkbox"/>
12. DIXIE PIPELINE COMPANY	15808648065	<input type="checkbox"/>
13. ENTERPRISE PROPANE TERMINALS & STORAGE LLC	32038546811	<input checked="" type="checkbox"/>
14. BELVIEU ENVIRONMENTAL FUEL LLC	32033241293	<input type="checkbox"/>
15. ENTERPRISE TERMINALLING LLC	32033241392	<input type="checkbox"/>
16. ENTERPRISE GAS LIQUIDS LLC	17605827744	<input type="checkbox"/>
17. BELLE ROSE NGL PIPELINE LLC	17605980204	<input type="checkbox"/>
18. WILPRISE PIPELINE COMPANY LLC	17315282248	<input checked="" type="checkbox"/>
19. ENTERPRISE GTM HOLDINGS LP	32019523714	<input type="checkbox"/>
20. CAMERON HIGHWAY PIPELINE GP LLC	32011680413	<input type="checkbox"/>
21. CAMERON HIGHWAY PIPELINE I LP	32035757460	<input type="checkbox"/>

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Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

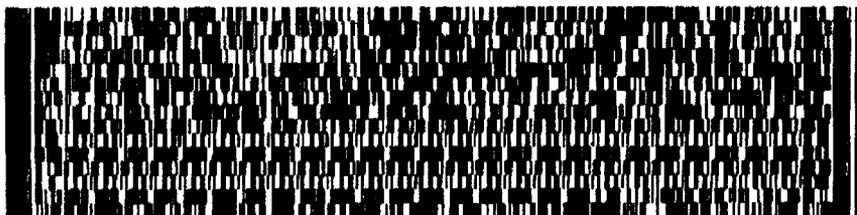
■ Reporting entity taxpayer number 17605682198	■ Report year 2013	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE GTM OFFSHORE OPERATING C	■ 17606108797	■ <input type="checkbox"/>
2. HIGH ISLAND OFFSHORE SYSTEM LLC	■ 32003942136	■ <input type="checkbox"/>
3. ENTERPRISE GC LLC	■ 17603908272	■ <input type="checkbox"/>
4. ENTERPRISE TEXAS PIPELINE LLC	■ 32033274252	■ <input type="checkbox"/>
5. ENTERPRISE INTRASTATE LP	■ 32018625346	■ <input type="checkbox"/>
6. MANTA RAY GATHERING COMPANY LLC	■ 17603908256	■ <input type="checkbox"/>
7. FLEXTREND DEVELOPMENT COMPANY LLC	■ 17604705834	■ <input type="checkbox"/>
8. POSEIDON PIPELINE COMPANY LLC	■ 30117725876	■ <input type="checkbox"/>
9. ENTERPRISE GTM HATTIESBURG STORAGE	■ 260430539	■ <input checked="" type="checkbox"/>
10. ENTERPRISE FIELD SERVICES LLC	■ 17605434558	■ <input type="checkbox"/>
11. ARIZONA GAS STORAGE LLC	■ 753073720	■ <input checked="" type="checkbox"/>
12. ENTERPRISE NEW MEXICO VENTURES LLC	■ 32038620384	■ <input checked="" type="checkbox"/>
13. INDEPENDENCE HUB LLC	■ 12017900536	■ <input type="checkbox"/>
14. TRI-STATES NGL PIPELINE LLC	■ 731545893	■ <input checked="" type="checkbox"/>
15. Acadian Gas LLC	■ 17606192692	■ <input type="checkbox"/>
16. Acadian Gas Pipeline System	■ 30114482745	■ <input checked="" type="checkbox"/>
17. Calcasieu Gas Gathering System	■ 751921219	■ <input checked="" type="checkbox"/>
18. Pontchartrain Natural Gas System	■ 32038543008	■ <input checked="" type="checkbox"/>
19. Enterprise Lou-Tex Propylene P/L LP	■ 17606182511	■ <input type="checkbox"/>
20. Neches Pipeline System	■ 32038543016	■ <input checked="" type="checkbox"/>
21. Sabine Propylene Pipeline LLC	■ 17606524878	■ <input type="checkbox"/>

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 TX2013
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 05-165
 (Rev.9-11/3)
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Texas Franchise Tax Extension Affiliate List

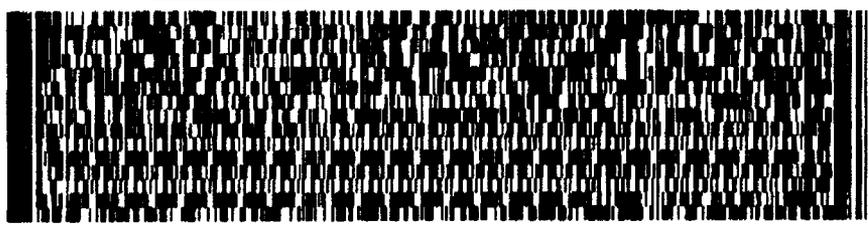
■ Reporting entity taxpayer number 17605682198	■ Report year 2013	Reporting entity taxpayer name Enterprise Products Partners L.P.
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LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. Tejas-Magnolia Energy LLC	17604816557	<input type="checkbox"/>
2. TXO-ACADIAN GAS PIPELINE LLC	17606192437	<input type="checkbox"/>
3. MCN ACADIAN GAS PIPELINE LLC	17606193369	<input type="checkbox"/>
4. CYPRESS GAS PIPELINE LLC	32000444169	<input type="checkbox"/>
5. CYPRESS GAS MARKETING LLC	17606192734	<input type="checkbox"/>
6. EVANGELINE GULF COAST GAS LLC	17606195190	<input type="checkbox"/>
7. MCN PELICAN INTERSTATE GAS LLC	32000444037	<input type="checkbox"/>
8. ENTERPRISE ARIZONA GAS LLC	32046802008	<input checked="" type="checkbox"/>
9. CHAMA GAS SERVICES LLC	262623562	<input checked="" type="checkbox"/>
10. DUNCAN ENERGY PARTNERS LP	32035074254	<input type="checkbox"/>
11. DEP OLPGP LLC	12056399970	<input type="checkbox"/>
12. DEP OPERATING PARTNERSHIP LP	32033045140	<input type="checkbox"/>
13. SOUTH TEXAS NGL PIPELINES LLC	12057125515	<input type="checkbox"/>
14. MONT BELVIEU CAVERNS LLC	32025100366	<input type="checkbox"/>
15. DEP OFFSHORE PORT SYSTEM LLC	32036569153	<input type="checkbox"/>
16. ENTERPRISE PATHFINDER LLC	32038546803	<input checked="" type="checkbox"/>
17. ENTERPRISE OFFSHORE PORT SYSTEM LLC	32034730849	<input type="checkbox"/>
18. SB ASSET HOLDINGS LLC	32040051487	<input type="checkbox"/>
19. BELVIEU ENVIRONMENTAL FUELS GP LLC	14320468979	<input type="checkbox"/>
20. ENTERPRISE PRODUCTS PARTNERS LP	17605682198	<input checked="" type="checkbox"/>
21. ENTERPRISE PRODUCTS MARKETING COMPANY LLC	32040663711	<input type="checkbox"/>

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Texas Franchise Tax Extension Affiliate List

■ Tcode 13298

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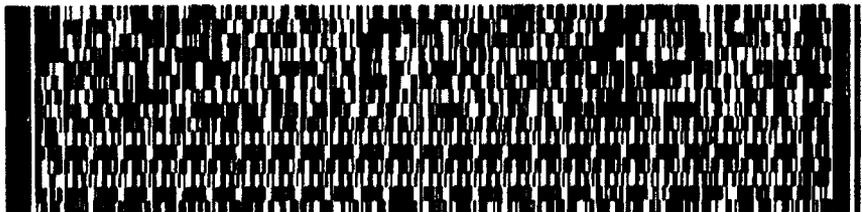
Enterprise Products Partners L.P.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE BIG THICKET PIPELINE SYSTEM LLC	32040849898	<input type="checkbox"/>
2. ENTERPRISE GP LLC	32003429126	<input type="checkbox"/>
3. ENTERPRISE NGL PIPELINES II LLC	13521670102	<input type="checkbox"/>
4. ENTERPRISE MARINE SERVICES LLC	32036641424	<input type="checkbox"/>
5. ENTERPRISE CRUDE GP LLC	17606569634	<input type="checkbox"/>
6. ENTERPRISE REFINED PRODUCTS COMPANY LLC	12056619377	<input type="checkbox"/>
7. ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC	12604310461	<input type="checkbox"/>
8. TEPPCO O/S PORT SYSTEM LLC	32034730971	<input type="checkbox"/>
9. ENTERPRISE CRUDE PIPELINE LLC	17707047704	<input type="checkbox"/>
10. ENTERPRISE SEAWAY LP	32036094699	<input type="checkbox"/>
11. ENTERPRISE TE PARTNERS LP	17602910584	<input type="checkbox"/>
12. ENTERPRISE CRUDE OIL LLC	32033266233	<input type="checkbox"/>
13. LUBRICATION SERVICES LLC	15106562265	<input type="checkbox"/>
14. ENTERPRISE JONAH GAS GATHERING COMPANY	830317360	<input checked="" type="checkbox"/>
15. DEAN PIPELINE COMPANY LLC	32033266241	<input type="checkbox"/>
16. PANOLA PIPELINE COMPANY LLC	32033266225	<input type="checkbox"/>
17. QUANAH PIPELINE COMPANY LLC	32033266258	<input type="checkbox"/>
18. WILCOX PIPELINE COMPANY LLC	32033266217	<input type="checkbox"/>
19. TCTM LP	32036219791	<input type="checkbox"/>
20. CHAPARRAL PIPELINE COMPANY LLC	32033266266	<input type="checkbox"/>
21. QP-LS LLC	262708528	<input checked="" type="checkbox"/>

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Texas Franchise Tax Extension Affiliate List

pg 6 of 6

■ Reporting entity taxpayer number

■ Report year

Reporting entity taxpayer name

17605682198

2013

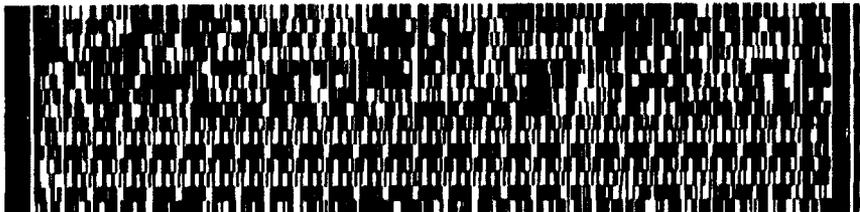
Enterprise Products Partners L.P.

LEGAL NAME OF AFFILIATE	AFFILIATE'S TEXAS TAXPAYER NUMBER (If none, enter FEI number)	CHECK BOX IF AFFILIATE DOES NOT HAVE NEXUS IN TEXAS
1. ENTERPRISE LOUISIANA PIPELINE LLC	■ 32040255385	■ <input type="checkbox"/>
2. RIO GRANDE PIPELINE COMPANY	■ 17314849120	■ <input type="checkbox"/>
3. ENTERPRISE MIDSTREAM COMPANIES LLC	■ 32033266191	■ <input type="checkbox"/>
4. RUGGED WEST SERVICES LLC	■ 061714826	■ <input checked="" type="checkbox"/>
5. CTCO OF TEXAS LLC	■ 32019601221	■ <input type="checkbox"/>
6. Enterprise Logistic Services LLC	■ 12735713096	■ <input type="checkbox"/>
7. JMRS Transport Services, Inc	■ 17606894404	■ <input type="checkbox"/>
8. CHANNELVIEW FLEETING SERVICES, LLC	■ 32041556773	■ <input type="checkbox"/>
9. ENTERPRISE GATHERING LLC	■ 32041546337	■ <input type="checkbox"/>
10. ENTERPRISE GATHERING II LLC	■ 32041737100	■ <input type="checkbox"/>
11. ENTERPRISE REFINED PRODUCTS MARKETING CO. LLC	■ 32042316094	■ <input type="checkbox"/>
12. ENTERPRISE ETE LLC	■ 32043318669	■ <input type="checkbox"/>
13. ENTERPRISE PRODUCTS PIPELINE COMPANY LLC	■ 17602440707	■ <input type="checkbox"/>
14. ENTERPRISE TE INVESTMENTS LLC	■ 17604475172	■ <input type="checkbox"/>
15. SOUTHEAST KEATHLEY CANYON PIPELINE CO., LLC	■ 32046085463	■ <input type="checkbox"/>
16. ENERGY VENTURES LLC	■ 260430539	■ <input checked="" type="checkbox"/>
17. ENTERPRISE LIQUIDS PIPELINE LLC	■ 32045210484	■ <input type="checkbox"/>
18. ECO Property LLC	■ 422740972	■ <input checked="" type="checkbox"/>
19. EVANGELINE PELICAN PIPELINE CO LP	■ 32036470576	■ <input type="checkbox"/>
20. Enterprise Energy Finance Corp	■ 32001509192	■ <input type="checkbox"/>
21.		■ <input type="checkbox"/>

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7004

Tab # 4

Proposed Project Description

ATTACHMENT A
APPLICATION FOR VALUE LIMITATION
LA PORTE SCHOOL DISTRICT

Proposed Project Description

The proposed project is a facility to manufacture and load ethane product to ships. The area of construction site is at the Enterprise Morgan's Point facility located along the Houston ship channel.

Manufacturing process:

The ethane export facility would be receiving ethane via a 24" pipeline. The pipeline is not part of this application. The ethane feed goes through a manufacturing process to remove impurities in order to meet product specifications required for ship loading. Impurities are removed from the facility feed through filtration, sulfur removal and/or fractionation.

Raw ethane received at the facility would pass through mole sieve dehydration beds to remove water from the inlet stream. Following the removal of water the ethane would be chilled and then be directed to a fractionator to remove methane impurities. The manufactured ethane product from the fractionator bottoms is would be further refrigerated to negative temperatures and loaded to ships. Methane recovered from the fractionator overhead stream would be purified via refrigeration to condense and remove ethane from the methane product. The ethane would be recovered back to the process and the methane would be compressed and exported to a methane pipeline.

Significant components of the facility would include:

- ❖ Two independent trains for manufacturing and loading of propane and ethane to ships.
- ❖ Each train consists of the following:
 - Removal of water and sulfur from propane via dehydration beds and caustic treatment.
 - Removal of water and methane from ethane via dehydration beds and a fractionator.
 - A closed loop propylene refrigeration system with 1 compressor for chilling of either propane or ethane.
 - An open loop ethane refrigeration system with 1 compressor for additional cooling of ethane.
 - Ship dock to support product loading and unloading.

Tab # 5

Ability to Relocate

2- Ability to Relocate:

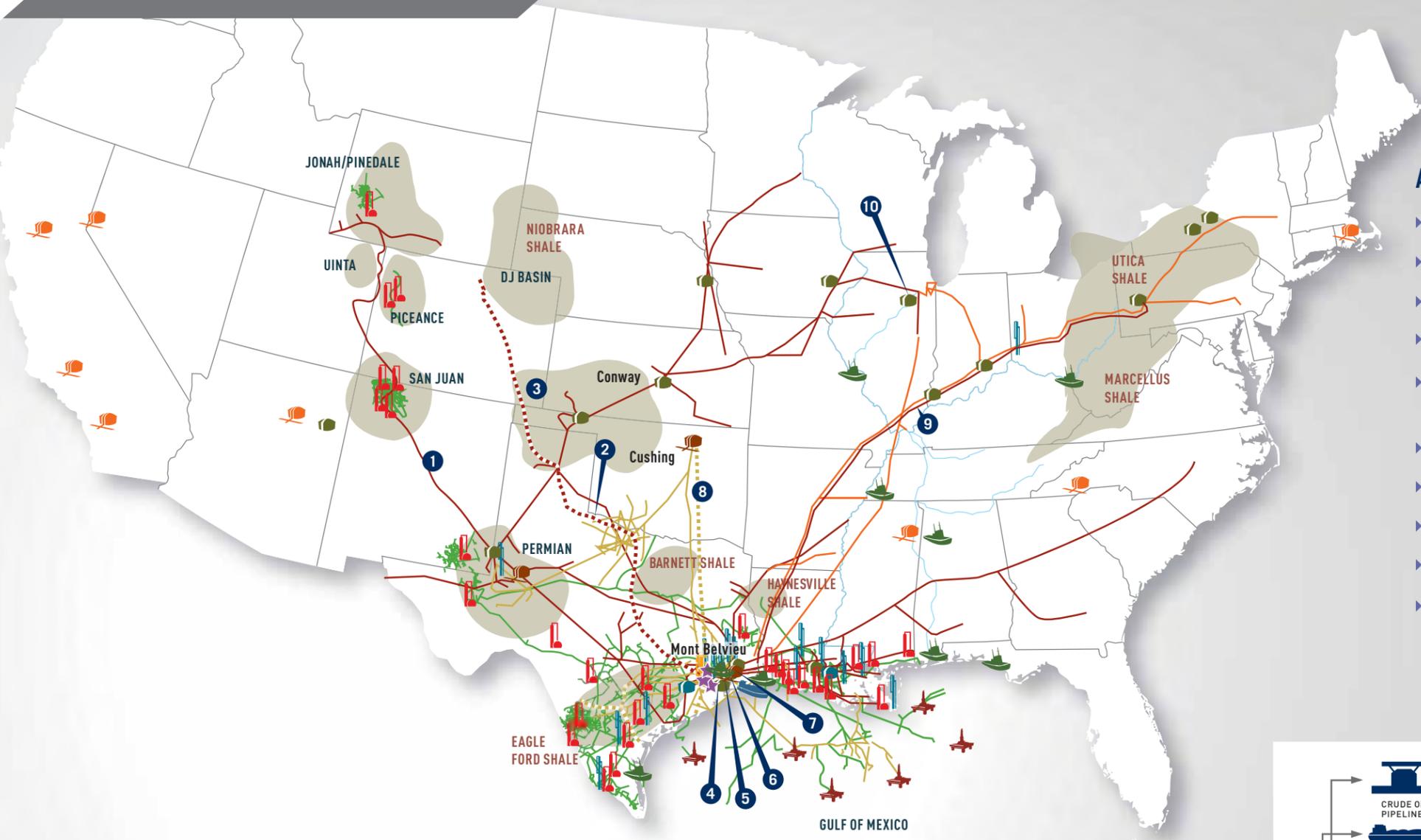
Enterprise is a leading midstream energy company with a large pipeline foot print in the United States, as shown on the attached map. These pipelines provide substantial flexibility in plant location. Enterprise has Gas manufacturing locations in TX, LA, NM, CO, and WY.

- a. These pipelines provide substantial flexibility in determining where plants are built
- b. Enterprise has significant assets in Louisiana including interstate pipelines which can and do move product to and from Texas. This allows potential manufacturing facilities to be managed via pipelines in neighboring states. Enterprise has submitted an application for Enterprise Zone and Industrial Tax Exemption with the state of Louisiana for potential siting of this Project in Calcasieu Parish, Louisiana. A copy of the Advance Notification on file with the Louisiana Economic Development Office is attached.
- c. Like most businesses, for every significant investment we make, there is a thorough review of the tax incentives offered in the region which helps determine Enterprise's long term investment approach in a site selection

3-Benefits:

Enterprise offers Medical and Dental Insurance, Life Insurance, 401K Savings Plan, Vacation & Holiday Pay, Employee Unit Purchase Plan.

PORTFOLIO OF ASSETS



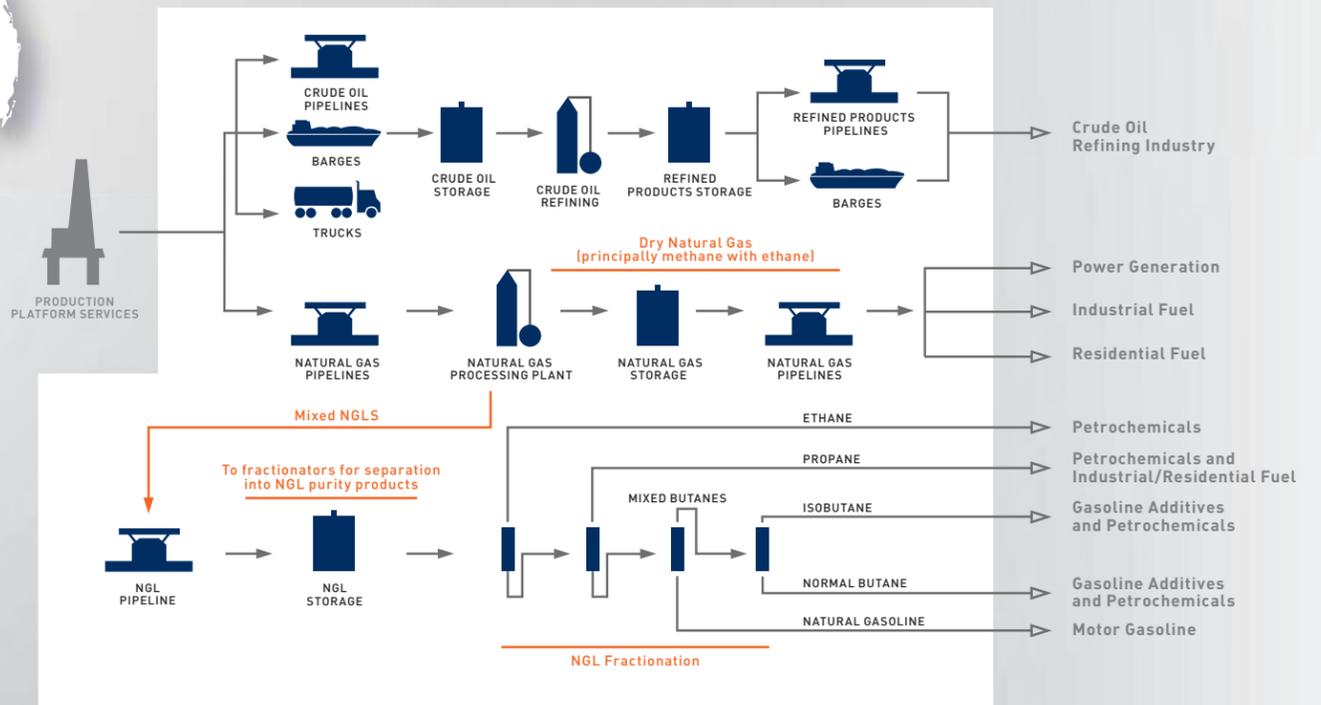
ASSETS

- ▶ 21,200 miles of natural gas pipelines
- ▶ 17,500 miles of NGL and petrochemical pipelines
- ▶ 6,100 miles of crude oil pipelines
- ▶ 5,200 miles of refined products pipelines
- ▶ Approximately 200 million barrels of NGL, crude oil and refined products storage capacity
- ▶ 14 billion cubic feet of natural gas storage capacity
- ▶ 24 natural gas processing plants
- ▶ 21 NGL and propylene fractionation facilities
- ▶ 116,000 barrels per day of butane isomerization capacity (Mont Belvieu)
- ▶ 6 offshore hub platforms

LEGEND

	Natural Gas Pipeline		Crude Oil Terminal
	NGL/Propylene Pipeline		Natural Gas Processing/Treating Plant
	NGL Pipeline (Under Construction)		NGL/Propylene Fractionation Facility
	Crude Oil Pipeline		Isomerization Facility
	Crude Oil Pipeline (Under Construction)		Octane Enhancement Facility
	Refined Products Pipeline		Platform
	Liquids Storage		Marine Services
	Natural Gas Storage		Import/Export Terminal
	Liquids Terminal		

MIDSTREAM ENERGY SERVICES



Mailing Address
Louisiana Economic Development
 P.O. Box 94185
 Baton Rouge, LA 70804-9185

Physical Address
 1051 North Third Street
 Baton Rouge, LA 70802



Office use only	
Deposit Date	
Receipt #	
Check #	
Check Amount	
Initials	

ADVANCE NOTIFICATION

Visit <https://fastlane.louisianaeconomicdevelopment.com/> for online filing.

PLEASE TYPE Date: _____ Advance Notification # _____ Office Use Only

BUSINESS INFORMATION

Business Name Enterprise Terminalling LLC Parish Project is Located Calcasieu Parish

Project Physical Address To be Determined
Include City, State and Zip

Mailing Address P.O. Box 4018, Houston, TX 77210-4018
Include City, State and Zip

Project Beginning Date May 2014 Project Ending Date October 2015 NAICS Code 325110

Project Type: Start-up/New Additions Expansion

Project Name: (Optional) LPG Export Facility

Provide a description of this project New process and dock facilities required to refrigerate and export 10,000 BPH of Ethane and 22,000 BPH of Propane.

Estimated Investments Costs		Estimated Number of Jobs		Estimated Payroll	
Building & Material	\$250,000,000	New	12	New	\$1,500,000
Machinery & Equipment	\$250,000,000	Existing	3	Existing	\$450,000
Labor & Engineering	\$335,000,000	Construction	500	Construction	\$200,000,000
Total Investment	\$835,000,000				\$201,950,000

GAMING

Is there gaming activity at this project site? Yes No Are any owners involved in any gaming activities elsewhere? Yes No

CONTACT INFORMATION

Contact Type: Business Consultant (If a consultant, must have a Disclosure Authorization.)

Prefix _____ First Name _____ MI _____ Last Name _____ Suffix _____

Contact's Business Name _____ Title _____

Mailing Address _____

Phone Number _____ Email Address _____

INCENTIVE PROGRAM(S)

Check each program for which you wish to participate. Submit \$100 for each program. **Do not** check EZ and QJ for the same project.

Enterprise Zone Quality Jobs Industrial Tax Exemption (Manufacturers Only) Restoration Tax Abatement

Amount Due: \$ 200

 Business Official Signature Print Business Official Name and Title Date

Tab # 7

Description of Qualified
Investment

AIM Morgans Point

Data Products Assets

Enter Address:

Enter Radius (mi.):

Search

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Description of Qualified Investment

Significant components of the facility would include:

- ❖ Two independent trains for manufacturing and loading of ethane to ships.
- ❖ Each train consists of the following:
 - Removal of water and sulfur from propane via dehydration beds and caustic treatment.
 - Removal of water and methane from ethane via dehydration beds and a fractionator.
 - A closed loop propylene refrigeration system with 1 compressor for chilling of either propane or ethane.
 - An open loop ethane refrigeration system with 1 compressor for additional cooling of ethane.
 - Ship dock to support product loading and unloading.

Equipment List

EQUIPMENT TAG NO.	DESCRIPTION	QTY			No. of Services	TYPE
		Total	Operating	Spare		
COMPRESSORS						
TRAIN 1						
CM12.2100	Propylene Compressor	1	1	0	1	Centrifugal
CMM12.2100	Propylene Compressor Drive	0	1	0		Motor
CM12.2101	Ethane Compressor	1	1	0	1	Centrifugal
CMM12.2101	Ethane Compressor - Electric Motor		1	0		
TRAIN 2						
CM12.2200	Propylene Compressor	1	1	0	1	Centrifugal
CMM12.2200	Propylene Compressor Drive	0	1	0		Motor
CM12.2201	Ethane Compressor	1	1	0	1	Centrifugal
CMM12.2201	Ethane Compressor - Electric Motor		1	0		
COMMON TO TRAIN 1 & 2						
BL12.2000 A/B	Vapor Return Blower	2	1	1	1	Centrifugal
CM12.2005A/B	Methane Compressor	2	1	1	1	Reciprocating
CMM12.2005A/B	Methane Compressor Electric Motor	1	1	0		
FILTERS						
TRAIN 1						
FL20.1000A/B	Feed Pre-Filter	2	1	1	1	Horizontal Particulate Filter
FL20.1001A/B	Dust Filter	2	1	1	1	Horizontal Particulate Filter
FL20.1002A-D	Inlet Filter/Coalescer	4	4	0	1	Horizontal Coalescer
FL20.1003	Regeneration Coalescer	1	1	0	1	Horizontal Coalescer
FL20.2100 A/B	Feed Pre-Filter	2	1	1	1	Horizontal Particulate Filter
FL20.2101 A/B	Dust Filter	2	1	1	1	Horizontal Particulate Filter
FL20.2102A/B	Inlet Filter/Coalescer	2	2	0	1	Vertical
TRAIN 2						
FL20.1100A/B	Feed Pre-Filter	2	1	1	1	Horizontal Particulate Filter
FL20.1101A/B	Dust Filter	2	1	1	1	Horizontal Particulate Filter
FL20.1102A-D	Inlet Filter/Coalescer	4	4	0	1	Horizontal Coalescer
FL20.1103	Regeneration Coalescer	1	1	0	1	Horizontal Coalescer
FL20.2200 A/B	Feed Pre-Filter	2	1	1	1	Horizontal Particulate Filter
FL20.2201 A/B	Dust Filter	2	1	1	1	Horizontal Particulate Filter
FL20.2202A/B	Inlet Filter/Coalescer	2	2	0	1	Vertical
COMMON TO TRAIN 1 & 2						
FL20.1004A/B	Fuel Gas Filter	2	1	1	1	Particulate Filter
FIRED HEATERS						
TRAIN 1						
HR15.1000	Regeneration Heater	1	1	0	1	Fired Heater
HR15.2100	Regeneration Heater	1	1	0	1	Fired Heater
TRAIN 2						
HR15.1100	Regeneration Heater	1	1	0	1	Fired Heater
HR15.2200	Regeneration Heater	1	1	0	1	Fired Heater
HEAT EXCHANGERS						
TRAIN 1						
HT16.1000	Regeneration Gas Cooler	1	1	0	1	Air Cooler
HT16.1001	First Stage Interchiller	1	1	0	1	See Remark
HT16.1002	Second Stage Interchiller	1	1	0	1	See Remark
HT16.1003	Third Stage Interchiller	1	1	0	1	See Remark
HT16.2100	Regeneration Gas Cooler	1	1	0	1	Air Cooler
HT16.2101	Regeneration Gas Chiller	1	1	0	1	Kettle
HT16.2103	Demethanizer Feed Cooler	1	1	0	1	Core
HT16.2104	Ethane Compressor Aftercooler	1	1	0	1	Core
HT16.2105	Ethane Condenser	1	1	0	1	Core
HT16.2106	Ethane Chiller 1	1	1	0	1	Core
HT16.2107	Demethanizer Reboiler	1	1	0	1	Core
HT16.2108	Demethanizer Overhead Condenser	1	1	0	1	Kettle
HT16.2109	Ethane Chiller 2	1	1	0	1	Core in Kettle
HT16.2110	Ethane Chiller 3	1	1	0	1	Core in Kettle
HT16.2111	Methane Interchanger	1	1	0	1	BEM
HT16.2112	Methane Gas Cooler	1	1	0	1	Core in Kettle
HT16.2113	Methane Gas Chiller	1	1	0	1	Core in Kettle
HT16.2116	Propylene Condenser	1	1	0	1	WSAC

Equipment List

EQUIPMENT TAG NO.	DESCRIPTION	QTY			No. of Services	TYPE
		Total	Operating	Spare		
TRAIN 2						
HT16.1100	Regeneration Gas Cooler	1	1	0	1	Air Cooler
HT16.1101	First Stage Interchiller	1	1	0	1	See Remark
HT16.1102	Second Stage Interchiller	1	1	0	1	See Remark
HT16.1103	Third Stage Interchiller	1	1	0	1	See Remark
HT16.2200	Regeneration Gas Cooler	1	1	0	1	Air Cooler
HT16.2201	Regeneration Gas Chiller	1	1	0	1	Kettle
HT16.2203	Demethanizer Feed Cooler	1	1	0	1	Core
HT16.2204	Ethane Compressor Aftercooler	1	1	0	1	Core
HT16.2205	Ethane Condenser	1	1	0	1	Core
HT16.2206	Ethane Chiller 1	1	1	0	1	Core
HT16.2207	Demethanizer Reboiler	1	1	0	1	Core
HT16.2208	Demethanizer Overhead Condenser	1	1	0	1	Kettle
HT16.2209	Ethane Chiller 2	1	1	0	1	Core in Kettle
HT16.2210	Ethane Chiller 3	1	1	0	1	Core in Kettle
HT16.2211	Methane Interchanger	1	1	0	1	BEM
HT16.2212	Methane Gas Cooler	1	1	0	1	Core in Kettle
HT16.2213	Methane Gas Chiller	1	1	0	1	Core in Kettle
HT16.2216	Propylene Condenser	1	1	0	1	WSAC
COMMON TO TRAIN 1 & 2						
HT16.2014	Loading Dock Drain Tank Heater	1	1	0		Electric
HT16.2015 A/B	Fuel Separator Heater	2	1	1	1	Electric
HT16.2017	Cold Flare KO Drum Heater	1	1	0	1	Electric
PUMPS						
TRAIN 1						
PM18.1000A/B	Propane Regeneration Pumps	2	1	1	1	Centrifugal
PM18.1001A/B	Water Injection Pumps	2	1	1	1	PD Type
PM18.1003	Oil Purge Pump	1	1	0	1	Centrifugal
PM18.1005A/B	Waste Water Pumps	2	1	1	1	
PM18.2100 A/B	Regeneration Pumps	2	1	1	1	Centrifugal
PM18.2102	Excess Propylene Pump	1	1	0		Centrifugal
PM18.2103 A/B	Demethanizer Reflux Pumps	2	1	1	1	Centrifugal
PM18.2106 A/B	Methane Knockout Drum No. 1 Recycle Pump	2	1	1	1	Centrifugal
PM18.2107 A/B	Methane Knockout Drum No.2 Recycle Pump	2	1	1	1	Centrifugal
PM18.2109 A/B/C	WSAC Circulation Pumps	3	2	1	1	Centrifugal
TRAIN 2						
PM18.1100A/B	Propane Regeneration Pumps	2	1	1	1	Centrifugal
PM18.1101A/B	Water Injection Pumps	2	1	1	1	PD Type
PM18.1103	Oil Purge Pump	1	1	0	1	Centrifugal
PM18.1105A/B	Waste Water Pumps	2	1	1	1	
PM18.2200 A/B	Regeneration Pumps	2	1	1	1	Centrifugal
PM18.2202	Excess Propylene Pump	1	1	0		Centrifugal
PM18.2203 A/B	Demethanizer Reflux Pumps	2	1	1	1	Centrifugal
PM18.2206 A/B	Methane Knockout Drum No. 1 Recycle Pumps	2	1	1	1	Centrifugal
PM18.2207 A/B	Methane Knockout Drum No.2 Recycle Pumps	2	1	1	1	Centrifugal
PM18.2209 A/B/C	WSAC Circulation Pumps	3	2	1	1	Centrifugal
COMMON TO TRAIN 1 & 2						
PM18.1002A/B	Propane Recirculation Pumps	2	1	1	1	Centrifugal
PM18.1004A/B	Propane Loading Pumps	2	1	1	1	Centrifugal
PM18.1006A/B	Process Water Pumps	2	1	1	1	Centrifugal
PM18.2004 A/B/C	Ethane Loading Pumps	3	2	1	1	Centrifugal submerged motor
PM18.2005 A/B	Ethane Recirculation Pump	2	1	1	1	Centrifugal
PM18.2018 A/B	Flare K.O. Drum Pumps	2	1	1	1	Centrifugal
PM18.2001 A/B	Slop Pumps	2	1	1	1	Centrifugal
VESSELS						
TRAIN 1						
DU22.1000A-F	Mole Sieve Dehydrators	6	6	0	1	Vertical Pressure Vessel
DU22.1000A-F	Mole Sieve	0		0	1	Adsorbent
DU22.2100 A/B/C	Mole Sieve Dehydrators	3	3	0	1	Vertical Pressure Vessel
DU22.2100 A/B/C	Mole Sieve	0		0		Adsorbent
PV17.1000	KOH Treater	1	1	0	1	Vertical Pressure Vessel

Equipment List

EQUIPMENT TAG NO.	DESCRIPTION	QTY			No. of Services	TYPE
		Total	Operating	Spare		
PV17.1000	KOH Treater Beds	0		0	1	Internals
PV17.1002	Propane Export Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.1003	Propane Surge Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.1013	Caustic Day Tank	1	1	0	1	Vertical Pressure Vessel
PV17.2100	Regeneration Separator	1	1	0	1	Horizontal Pressure Vessel
PV17.2102	Hot Propylene High Pressure Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2103	Cold Propylene High Pressure Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2104	Propylene Compressor 1st Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2105	Propylene Compressor 2nd Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2106	Propylene Compressor 3rd Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2107	1st Stage Propylene Refrigerant Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2108	2nd Stage Propylene Refrigerant Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2109	Demethanizer	1	1	0	1	Column
PV17.2109	Demethanizer Internals	0		0		Vessel Internals
PV17.2110	Demethanizer Reflux Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2111	Ethane Surge Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2112	Ethane Export Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2113	Methane Knockout Drum No. 1	1	1	0	1	Vertical Pressure Vessel
PV17.2114	Methane Knockout Drum No.2	1	1	0	1	Vertical Pressure Vessel
PV17.2021	Waste Water Flash Drum	1	1	0	1	Vertical Pressure Vessel
TRAIN 2						
DU22.1100A-F	Mole Sieve Dehydrators	6	6	0	1	Vertical Pressure Vessel
DU22.1100A-F	Mole Sieve	0		0	1	Adsorbent
DU22.2200 A/B/C	Mole Sieve Dehydrators	3	3	0	1	Vertical Pressure Vessel
DU22.2200 A/B/C	Mole Sieve			0		Adsorbent
PV17.1100	KOH Treater	1	1	0	1	Vertical Pressure Vessel
PV17.1100	KOH Treater Beds	0		0	1	Internals
PV17.1102	Propane Export Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.1103	Propane Surge Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.1113	Caustic Day Tank	1	1	0	1	Vertical Pressure Vessel
PV17.2200	Regeneration Separator	1	1	0	1	Horizontal Pressure Vessel
PV17.2202	Hot Propylene High Pressure Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2203	Cold Propylene High Pressure Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2204	Propylene Compressor 1st Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2205	Propylene Compressor 2nd Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2206	Propylene Compressor 3rd Stage Suction K.O. Drum	1	1	0	1	Vertical Pressure Vessel
PV17.2207	1st Stage Propylene Refrigerant Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2208	2nd Stage Propylene Refrigerant Accumulator	1	1	0	1	Horizontal Pressure Vessel
PV17.2209	Demethanizer	1	1	0	1	Column
PV17.2209	Demethanizer Internals			0		Vessel Internals
PV17.2210	Demethanizer Reflux Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2211	Ethane Surge Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2212	Ethane Export Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2213	Methane Knockout Drum No. 1	1	1	0	1	Vertical Pressure Vessel
PV17.2214	Methane Knockout Drum No.2	1	1	0	1	Vertical Pressure Vessel
PV17.2121	Waste Water Flash Drum	1	1	0	1	Vertical Pressure Vessel
COMMON TO TRAIN 1 & 2						
PV17.2015	Loading Dock Drain Tank	1	1	0	1	Horizontal Pressure Vessel
PV17.2017	Instrument Air Receiver	1	1	0	1	Vertical Pressure Vessel
PV17.2018	Flare K.O. Drum	1	1	0	1	Horizontal Pressure Vessel
PV17.2019	Fuel Separator	1	1	0	1	Horizontal Pressure Vessel
PV17.2020	Cold Flare KO Drum	1	1	0	1	Horizontal Pressure Vessel
TANKS						
TRAIN 1						
SV19.1000	Process Waste Water Storage Tank	1	1	0	1	Vertical Storage Tank
SV19.1002	Water Break Tank	1	1	0	1	Vertical Storage Vessel
TRAIN 2						
SV19.1100	Process Waste Water Storage Tank	1	1	0	1	Vertical Storage Tank
SV19.1102	Water Break Tank	1	1	0	1	Vertical Storage Vessel
COMMON TO TRAIN 1 & 2						
SV19.1003	Firewater Storage Tank	1	1	0	1	Vertical Storage Vessel

Equipment List

EQUIPMENT TAG NO.	DESCRIPTION	QTY			No. of Services	TYPE
		Total	Operating	Spare		
SV19.1001	Process Water Storage Tank	1	1	0	1	Vertical Storage Vessel
PACKAGES AND MISCELLANEOUS						
TRAIN 1						
SE29.1003	Propane Pipeline Transfer Meter Package	1	1	0		Custody Transfer
SE29.1007	Static Mixer	1	1	0		
SE29.2108	WSAC Chemical Injection Package	1	1	0	1	
SE29.2110	Ethane Pipeline Transfer Meter Package	1	1	0		Custody Transfer
SE29.2112	Methane Transfer Meter Package	1	1	0		Custody Transfer
SE29.2114	Vapor Return Transfer Meter Package	1	1	0		Custody Transfer
TRAIN 2						
SE29.1103	Propane Pipeline Transfer Meter Package	1	1	0		Custody Transfer
SE29.1107	Static Mixer	1	1	0		
SE29.2208	WSAC Chemical Injection Package	1	1	0	1	
SE29.2210	Ethane Pipeline Transfer Meter Package	1	1	0		Custody Transfer
SE29.2212	Methane Transfer Meter Package	1	1	0		Custody Transfer
SE29.2214	Vapor Return Transfer Meter Package	1	1	0		Custody Transfer
COMMON TO TRAIN 1 & 2						
SE29.1001	Loading Arm	1	1	0	1	
SE29.1002	Loading Arm	1	1	0		
SE29.1006	Meter Prover	1	1	0		
SE29.2000	Pig Trap	1	1		1	Trap
SE29.2001	BOG Compressor Package	1	1	0		Reciprocating
SE29.2002	Propylene Refrigeration Package	1	1	0		
SE29.2003	Loading Arm	1	1	0	1	
SE29.2004	Loading Arm	1	1	0	1	
SE29.2005	Vapor Return Arm	1	1	0	1	
SE29.2006	Loading Dock Fire Fighting Foam Package	1	1	0	1	
SE29.2007	Instrument Air Package	1	1	0	1	
SE29.2009	Flare	1	1	0	1	Elevated
SE29.2011 A/B	Ethane Loading Transfer Meter Package	2	2	0		Custody Transfer
SE29.2016	Pipeline HIPPS Package	1	1	0		
SE29.2017	Cold Flare	1	1	0	1	Elevated
SE29.2018	Process Water Filter Package	1	1	0		
SE29.2019 A/B/C	Firewater Pump Package	3	2	1		Centrifugal
SE29.2020	Slop Transfer Meter	1	1	0	1	Custody Transfer

AIM Morgans Point

Data Products Assets

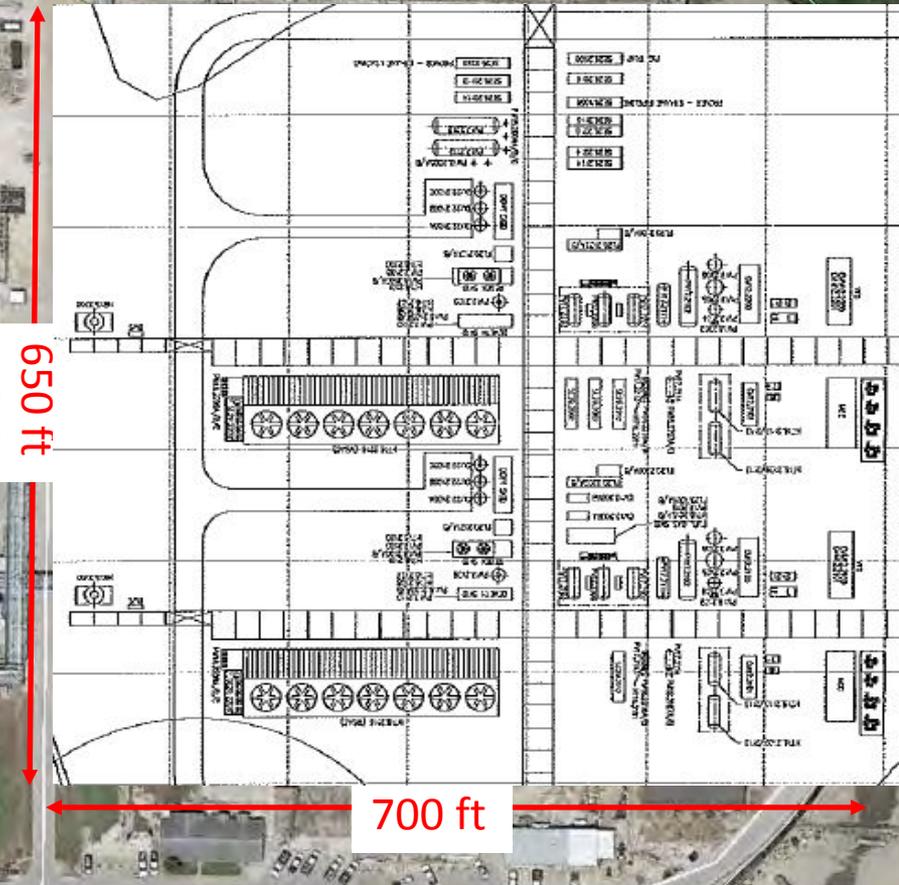
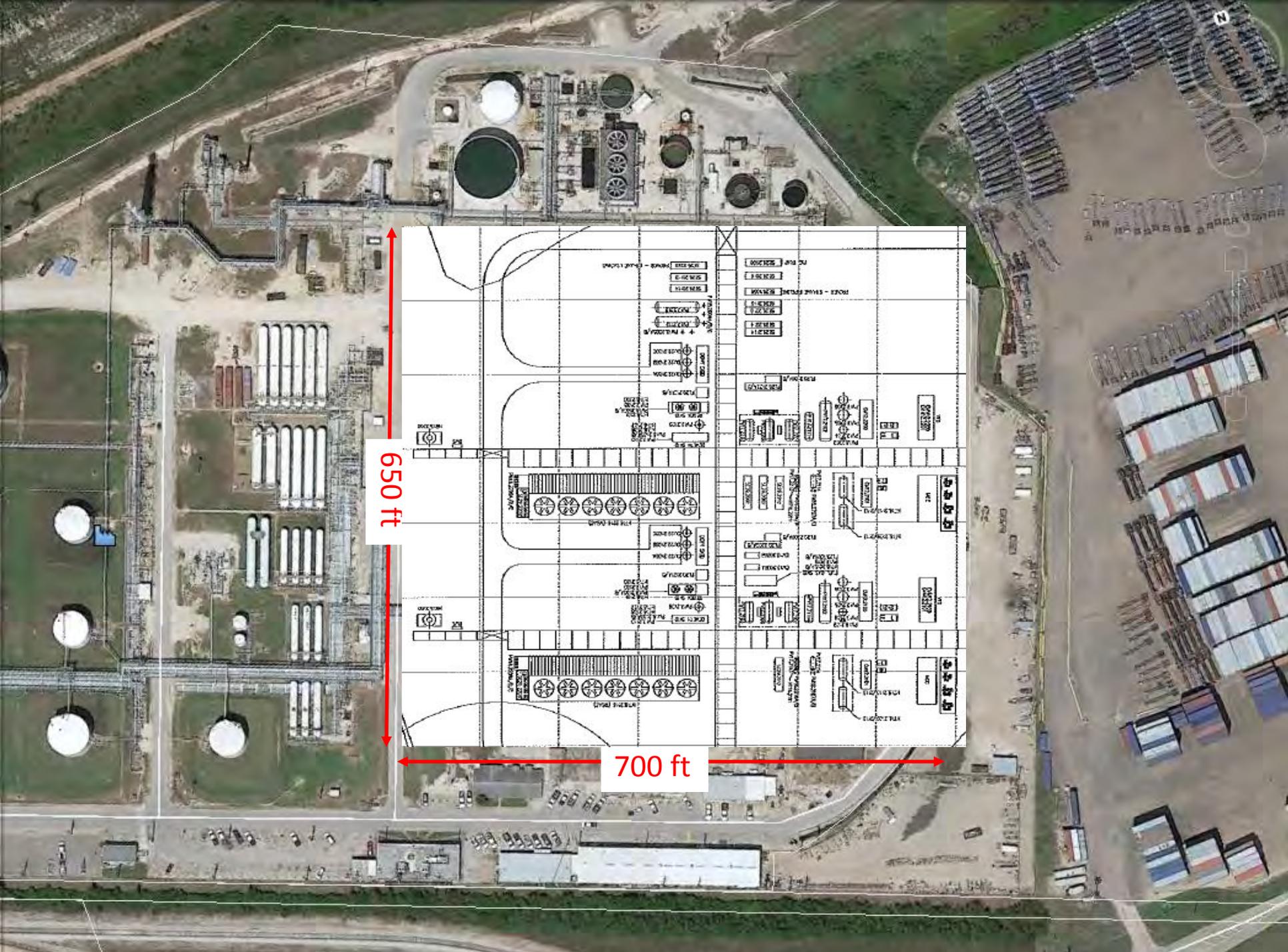
Enter Address:

Enter Radius (mi.):

Search

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650 ft

700 ft

Tab # 9

Legal Description of the Land

- 1. Applicant owns the land identified in item 1 in Tab #9.**
- 2. Applicant leases the land identified in Item 2 in Tab #9.**

Tab # 9

Item 1

Land Owned by Applicant

deed

44

7

DEED

(Morgan's Point Plant Complex)

Y141855

12/21/04 200728407

\$44.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL PERSONS BY THESE PRESENTS:

That VALERO REFINING – TEXAS, L.P., a Texas limited partnership ("Grantor"), whose address is One Valero Way, San Antonio, Texas 78249-1616 for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY to ENTERPRISE PRODUCTS OPERATING L.P., a Delaware limited partnership ("Grantee"), whose address is 2727 North Loop West, 7th Floor, Houston, Texas 77008, the property described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon and all rights and appurtenances pertaining thereto (being herein collectively referred to as the "Property").

[Handwritten signature]

This Deed is made by Grantor and accepted by Grantee subject to the Title Defects and the Permitted Liens as set forth in that certain Asset Purchase Agreement of even date herewith between Grantor and Grantee (the "Asset Purchase Agreement").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, its successors and assigns, forever. Grantor, for itself, its successors and assigns, covenants and agrees to warrant and forever defend title to the Property against the lawful claims of all parties claiming the same by, through or under Grantor, but not otherwise, subject, however, to the Title Defects and the Permitted Liens.

Further, and for the consideration hereinabove recited, to the extent the same is not covered by the above definition of "Property", Grantor hereby QUITCLAIMS unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the following (herein collectively referred to as the "Miscellaneous Real Property Interests"): (i) any land in the bed of any street, road, or avenue open or proposed in front of or adjoining the land described in Exhibit A (the "Land"); (ii) any rights-of-way, rights of ingress or egress or other interests in, on, or to, any highway, street, road, or avenue, open or proposed, in, on, across, in front of, abutting or adjoining the Land, and any awards made, or to be made in lieu thereof, and any unpaid awards for damage thereto by reason of a change of grade of any such highway, street, road, or avenue; (iii) any easement across, adjacent to or benefiting the Land, existing or abandoned; (iv) all sewage treatment capacity and water capacity and other utility capacity to serve the Land and Improvements, if any; (v) all oil, gas, and other minerals in, on, or under the

Land, if any, and all oil, gas, and other minerals that may be produced from the Land, if any; (vi) all water rights appurtenant to the Land, if any; (vii) any strips or gores adjacent or contiguous to, or a part of, the Land, whether those lands are owned or claimed by deed, limitations, or otherwise, and whether or not they are located inside or outside the description given herein, or whether or not they are held under fence by Grantor, or whether or not they are located on any survey; (viii) any reversionary rights attributable to the Land; (ix) all development rights, zoning classifications (including, without limitation, variances), rights as to non-conforming uses and/or structures, vested or "grandfathered rights," and other entitlements pertaining to the Land, and (x) all other rights, properties, interests and estates acquired by Grantor under that certain Special Warranty Deed executed effective as of December 31, 2003, from EOTT Energy Liquids, L.P. to Grantor, recorded on January 5, 2004 under Clerk's File No. X304200, in the Official Public Records of Real Property of Harris County, Texas.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the Miscellaneous Real Property Interests, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever, such that neither Grantor nor any of its successors or assigns shall have, claim or demand any rights or titles to the same or any part thereof.

EXCEPT AS SET FORTH IN THE ASSET PURCHASE AGREEMENT AND THIS DEED, GRANTOR AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY TO GRANTEE REGARDING THE PROPERTY AND/OR THE MISCELLANEOUS REAL PROPERTY INTERESTS, ANY SUCH REPRESENTATION OR WARRANTY BEING EXPRESSLY DISCLAIMED BY GRANTOR. THE PROPERTY AND THE MISCELLANEOUS REAL PROPERTY INTERESTS ARE SUBJECT TO THE TITLE DEFECTS, ANY PERMITTED LIEN AND ALL BURDENS, ENCUMBRANCES AND OTHER RIGHTS OF RECORD WHICH ARE VALID AND EXISTING AS OF THE DATE HEREOF. GRANTOR HEREBY CONVEYS THE PROPERTY AND THE MISCELLANEOUS REAL PROPERTY INTERESTS TO GRANTEE WITHOUT WARRANTY OF TITLE, EXPRESS, STATUTORY, OR IMPLIED; EXCEPT THAT GRANTOR SPECIALLY WARRANTS AND AGREES TO DEFEND TITLE TO THE PROPERTY AGAINST THE CLAIMS, ENCUMBRANCES AND DEMANDS OF ALL PERSONS CLAIMING TITLE TO OR ANY INTEREST IN THE PROPERTY INTERESTS BY, THROUGH, OR UNDER GRANTOR BUT NOT OTHERWISE, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS PARAGRAPH AND THE TITLE DEFECTS.

GRANTOR AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY TO GRANTEE REGARDING THE PERSONALTY LOCATED ON THE PROPERTY AND/OR THE MISCELLANEOUS REAL PROPERTY INTERESTS, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WARRANTIES RELATING TO (i) THE CONDITION OR MERCHANTABILITY OF SAID PERSONALTY, OR (ii) THE FITNESS OF THE PERSONALTY FOR A PARTICULAR PURPOSE. GRANTEE HAS INSPECTED AND HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT, ALL PERSONALTY LOCATED ON THE PROPERTY AND/OR THE MISCELLANEOUS REAL PROPERTY INTERESTS FOR ALL PURPOSES INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING CONDITIONS AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND OPERATIONAL CONDITION. GRANTEE IS

RELYING SOLELY UPON THE RESULTS OF SUCH INSPECTION OF THE PERSONALTY AND SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS".

This Deed may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same Deed.

[Signature and Acknowledgment of Grantor on Next Page]

EXECUTED as of the date set forth in the acknowledgment of Grantor below, to be effective, however, as of December 13, 2004.

GRANTOR:

VALERO REFINING – TEXAS, L.P.

2004

By: Valero Corporate Services Company, its general partner

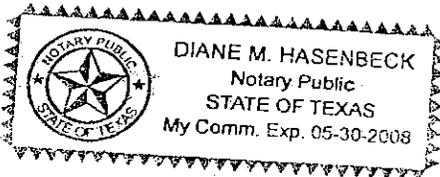
By: *Joseph W. Gorder*
Joseph W. Gorder,
Senior Vice President,

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 13th day of December, 2004, by Joseph W. Gorder, as a Senior Vice President of Valero Corporate Services Company, a Delaware corporation and the general partner of Valero Refining – Texas, L.P., a Texas limited partnership, on behalf of said legal entity.

[Seal]

Diane M. Hasenbeck
[Signature of Notary]



Printed Name: _____
Notary Public, State of Texas
My Commission Expires: _____

Deed
EXHIBIT A
(Morgan's Point Plant Complex)

All of the following tracts, piece or parcels of real property or interests in real property (sometimes herein referred to as "TRACT ONE"):

Parcel A: A 45.75 acre tract, more or less, out of the Johnson Hunter Survey, Abstract No. 35, Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A-1" attached hereto (Parcel A).

Parcel B: 19.51 acre tract, more or less, out of the Enoch Brinson Survey, Abstract No. 5 and the Johnson Hunter Survey, Abstract No. 35, Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A-2" attached hereto (Parcel B).

Parcel C: A 1.597 acre tract, more or less, out of the Johnson Hunter Survey, Abstract No. 35 Harris County, Texas, being Part of Block 1506 of the Nebraska Syndicate Subdivision of the Town of LaPorte and being more particularly described by metes and bounds on Exhibit "A-3" attached hereto. (Parcel C).

Parcel D: A 1.260 acre tract, more or less, out of the Johnson Hunter Survey, Abstract No. 35 Harris County, Texas, being Part of Block 1507 of the Nebraska Syndicate Subdivision of the Town of LaPorte and being more particularly described by metes and bounds on Exhibit "A-4" attached hereto. (Parcel D)

Parcel E: A 0.0145 acre tract, more or less, described as a Road right-of-way and easement 36 feet wide across the Houston Pipe Line Company 3.235 acre fee strip in the Johnson Hunter Survey, Abstract No. 35, Harris County, Texas and being more particularly described in instrument recorded in Volume 3133, Page 658 of the Deed Records of Harris County, Texas and by metes and bounds on Exhibit "A-5" attached hereto. (Parcel E)

Parcel F: Pipeline right-of-way and easement over a 1.7543 acre tract, more or less, out of the Johnson Hunter Survey, Abstract No. 35, Harris County, Texas, and being more particularly described in instrument recorded under Clerk's File No. K-992365 of the Real Property Records of Harris County, Texas and by metes and bounds on Exhibit "A-6" attached hereto (Parcel F).

Parcel G: A 0.0704 acre tract, more or less, out of the Enoch Brinson Survey, Abstract No. 5, Harris County, Texas, and being more particularly described by metes and bounds on Exhibit "A-7" attached hereto (Parcel G).

Deed
EXHIBIT A-1
(Morgans Point Plant Complex)

TRACT OF 45.75 ACRES SITUATED IN THE
THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel A)

Metes and bounds description of a 45.75 acre tract of land situated in the Johnson Hunter Survey, Abstract 35, Harris County, Texas, said 45.75 acre tract being that same called 45.7548 acre tract conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, said 45.7548 acre tract being described in File Number U141163, Film Code 529-79-2311, H.C.O.P.R.R.P., said 45.75 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 70°51'00" East for the South line of said 45.7548 acre tract and as shown on attached plat.

BEGINNING at a 5/8" iron rod found at the Southwest corner of the herein described tract, said Southwest corner being at the intersection of the North line of a 20 foot wide fee strip to Houston Pipe Line Company, as recorded in Volume 2500, Page 385 Harris County Deed Records (H.C.D.R.) with the East ROW line of North Broadway (100' wide);

THENCE, South 70°51'00" East, along the North line of a portion of said Houston Pipe Line Co. fee strip, said portion was conveyed to the Port of Houston Authority as recorded in File Number U801775, Film Code 536-49-1444, H.C.O.P.R.R.P., 2237.05 feet to a 5/8" iron rod with cap found for the most Southerly Southeast corner of the herein described tract;

THENCE, North 19°09'00" East, 50.00 feet to a found cut 'X' in concrete;

THENCE, South 70°51'00" East, 25.01 feet to a nail in concrete found at the beginning of a non-tangent curve to the left;

THENCE, 459.37 feet along said curve to the left having a radius of 432.92 feet, a delta of 60°47'47" and a chord bearing North 49°07'54" East, 438.11 feet to a set 5/8" iron rod with plastic cap;

THENCE, North 18°44'00" East, 358.11 feet to a 5/8" iron rod with plastic cap set for corner;

THENCE, North 30°18'30" West, 183.00 feet to a 5/8" iron rod with plastic cap set for corner;

THENCE, North 21°05'40" West, 192.54 feet to a 5/8" iron rod with plastic cap set for corner;

THENCE, North 67°09'00" West, 616.66 feet to a 1" iron pipe found for corner;

THENCE, South 69°29'00" West, 133.65 feet to a found 1" iron pipe;

THENCE, South 80°23'00" West, 435.11 feet to a found 1" iron pipe;

THENCE, South 87°26'40" West, 253.34 feet to a found 1" iron pipe;

THENCE, North 79°59'40" West, 111.41 feet to a set 5/8" iron rod with plastic cap;

THENCE, South 80°44'10" West, 156.99 feet to a found 1" iron pipe;

THENCE, South 86°41'40" West, 326.78 feet to a found 1" iron pipe;

THENCE, North 89°40'30" West, 478.37 feet to a 5/8" iron rod with plastic cap set for the Northwest corner of the herein described tract, said Northwest corner being in said East ROW line of North Broadway or a projection thereof;

THENCE, South 01°06'00" East, along said East ROW line of North Broadway, 355.27 feet to the **POINT OF BEGINNING** and containing 45.75 acres of land.

Deed
EXHIBIT A-2
(Morgans Point Plant Complex)

**TRACT OF 19.51 ACRES SITUATED IN THE
ENOCH BRINSON SURVEY, A-5 AND THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel B)**

Metes and bounds description of a 19.51 acre tract of land situated in the Enoch Brinson Survey, Abstract 5 and in the Johnson Hunter Survey, Abstract 35, said 19.51 acre tract being the residue of a called 20.6718 acre tract conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, said 20.6718 acre tract being described in File Number U141163, Film Code 529-79-2311, H.C.O.P.R.R.P., said 19.51 acre tract being said 20.6718 acre tract, SAVE and EXCEPT a call 1.166 acre tract conveyed to the State of Texas as recorded in File Number U911923, said 19.51 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 70°51'00" East for the South line of said 20.6718 acre tract and as shown on attached plat.

BEGINNING at a 5/8" iron rod with plastic cap set for the Southeast corner of the herein described tract, said Southeast corner being at the intersection of the North line of a 20 foot wide fee strip to Houston Pipe Line Company as recorded in Volume 2500, Page 385, Harris County Deed Records, with the West ROW line of North Broadway (100' wide);

THENCE, North 70°51'00" West, along the North line of said Houston Pipe Line Co. fee strip and the South line of said 20.6718 acre tract, 3216.71 feet to a 5/8" iron rod with plastic cap set at the Southeasterly corner of a 0.160 acre tract as recorded in File Number F291225;

THENCE, North 19°09'00" East, along the East line of said 0.160 acre tract, 60.00 feet to a PK nail set at the Northeasterly corner of said 0.160 acre tract;

THENCE, North 70°51'00" West, along the North line of said 0.160 acre tract, 131.96 feet to a 5/8" iron rod with plastic cap set in the Easterly R.O.W. line of State Highway 146 (width varies), said 5/8" iron rod being the Northwesterly corner of said 0.160 acre tract;

THENCE, North 08°53'31" West, along said Easterly ROW line of State Highway 146, 60.53 feet to a PK nail set at an angle point in said Easterly ROW line;

THENCE, North 01°14'29" West (called 01°01'53" West), continuing along said Easterly ROW line of State Highway 146, 271.43 feet to an iron rod with a Texas Department of Transportation (TXDOT) aluminum cap found for a corner of said State of Texas 1.166 acre tract, said 1.166 acre tract being out of said 20.6718 acre tract;

THENCE, along the boundaries of said 1.166 acre tract the following bearings and distances:

South 32°06'21" East, 267.55 feet (called 267.11') to a found iron rod with TXDOT cap;

South 20°53'49" East, 148.41 feet to a set 5/8" iron rod with plastic cap;

South 81°25'48" East, 6.99 feet to a set 5/8" iron rod with plastic cap;

North 08°34'13" East, 15.00 feet to a set 5/8" iron rod with plastic cap;

South 81°25'48" East, 139.81 feet to a found iron rod with TXDOT cap;

North 44°51'12" East, 77.33 feet to a found iron rod with TXDOT cap;

South 89°29'18" West, 77.39 feet to a found iron rod with TXDOT cap;

North 24°26'12" West, 136.29 feet to a found iron rod with TXDOT cap;

North 32°04'35" West, 174.29 feet (call=173.25') to an iron rod with TXDOT cap found in the most Northerly Northwest line of said 20.6718 acre tract;

THENCE, along said Northerly Northwest line, South 70°51'00" East, at 1355.00 feet pass a 5/8" iron rod found for reference, and continuing for a total distance of 1474.69 feet to a 5/8" iron rod found at the called mean high tide line of San Jacinto Bay as described in File Number K992364, H.C.O.P.R.R.P.;

THENCE, with said mean high tide of San Jacinto Bay as follows:

South 35°23'45" East, 123.84 feet to a point;

South 50°42'50" East, 128.73 feet to a point;

South 49°04'28" East, 100.98 feet to a point;

South 39°02'23" East, 64.30 feet to a point;

South 45°33'11" East, 65.71 feet to a point;

South 74°48'27" East, 51.12 feet to a point;

South 68°00'11" East, 69.30 feet to a point;

South 64°18'37" East, 116.78 feet to a point;

South 65°41'43" East, 75.74 feet to a point;

South 81°10'34" East, 62.37 feet to a 5/8" iron rod with plastic cap set for corner;

THENCE, South 10°43'27" West, 62.40 feet to 5/8" iron rod with plastic cap set at a point on the old called high bank of San Jacinto Bay;

THENCE, along the old called high bank of San Jacinto Bay, as described in said File Number K992364 and said File Number U141163, as follows:

South 68°45'12" East, a distance of 100.24 feet to a point for corner;
South 86°33'03" East, a distance of 53.85 feet to a point for corner;
South 56°46'46" East, a distance of 50.49 feet to a point for corner;
South 64°54'19" East, a distance of 45.21 feet to a point for corner;
South 65°38'31" East, a distance of 46.48 feet to a point for corner;
South 76°30'01" East, a distance of 50.49 feet to a point for corner;
South 82°10'46" East, a distance of 50.04 feet to a point for corner;
South 64°29'13" East, a distance of 23.41 feet to a point for corner;
South 56°17'31" East, a distance of 31.76 feet to a point for corner;
South 87°54'10" East, a distance of 50.09 feet to a point for corner;
South 77°59'12" East, a distance of 44.28 feet to a point for corner;
North 78°38'34" East, a distance of 58.52 feet to a point for corner;
North 89°49'12" East, a distance of 50.25 feet to a point for corner;
North 89°49'07" East, a distance of 50.25 feet to a point for corner;
South 75°51'14" East, a distance of 33.38 feet to a point for corner;
South 88°44'16" East, a distance of 67.19 feet to a point for corner;
North 76°14'25" East, a distance of 84.76 feet to a point for corner;
North 88°33'48" East, a distance of 64.74 feet to a 5/8" iron rod with plastic cap for the Northeast corner of the herein described tract, said Northeast corner being in said West ROW line of North Broadway or a projection thereof;

THENCE, South 01°06'00" East, along said West ROW line of North Broadway, 280.68 feet to the **POINT OF BEGINNING**, and containing 19.51 acres of land.

Deed
EXHIBIT A-3
(Morgans Point Plant Complex)

TRACT OF 1.597 ACRES SITUATED IN THE
THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel C)

Metes and bounds description of a 1.597 acre tract of land situated in the Johnson Hunter Survey, Abstract 35, Harris County, Texas, said 1.597 acre tract being that same called 1.5969 acre tract conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, said 1.5969 acre tract being described in File Number U141163, Film Code 529-79-2311, H.C.O.P.R.R.P., said 1.5969 acre tract being all of Block 1506 of the Nebraska Syndicate Subdivision of the Town of La Porte, SAVE and EXCEPT that certain 0.3596 acre tract conveyed to Houston Pipe Line Co. as recorded in Vol.7279, Pg. 367, Harris County Deed Records, said 1.597 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 70°51'00" East for the South ROW line of Union Pacific Railroad (formerly G.H.& S.A. RR) and as shown on attached plat.

BEGINNING at a 1" iron pipe found at the intersection of the North ROW line of 'L' Street (80' wide) with the East ROW line of Second Street (60' wide-not open); said 1" iron pipe being the Southwest corner of the herein described tract;

THENCE, North 01°06'00" West, along said East ROW line of Second Street, 375.68 feet to a 1" iron pipe found in said South line of Union Pacific Railroad;

THENCE, South 70°51'00" East, along said South line of Union Pacific Railroad, 219.57 feet to a 1" iron pipe found at the Northwest corner of said 0.3596 acre tract, said 1" iron pipe being the Northeast corner of the herein described tract;

THENCE, South 01°06'00" East, along the West line of said 0.3596 acre tract, 299.68 feet to a 1" iron pipe found in the North ROW line of 'L' Street;

THENCE, South 88°54'00" West, along said North ROW line of 'L' Street, 206.00 feet to the **POINT OF BEGINNING** and containing 1.597 acres of land.

Deed
EXHIBIT A-4
(Morgans Point Plant Complex)

TRACT OF 1.260 ACRES SITUATED IN THE
THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel D)

Metes and bounds description of a 1.260 acre tract of land situated in the Johnson Hunter Survey, Abstract 35, Harris County, Texas, said 1.260 acre tract being that same called 1.2601 acre tract conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, said 1.2601 acre tract being described in File Number U141163, Film Code 529-79-2311, H.C.O.P.R.R.P., said 1.2601 acre tract being all of Block 1507 of the Nebraska Syndicate Subdivision of the Town of La Porte, said 1.260 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 71°51'00" East, for the South ROW line of Union Pacific Railroad (formerly G.H.& S.A. RR) and as shown on attached plat.

BEGINNING at an 1" iron pipe found at the Northeast corner of the herein described tract, said Northeast corner being at the intersection of the South line of said Union Pacific Railroad with the West ROW line of North Broadway (100' wide);

THENCE, South 01°06'00" East, along said West ROW line of North Broadway, 157.28 feet to a 5/8" iron rod found at the intersection of said West ROW line with the North ROW line of 'L' Street (80' wide);

THENCE, South 88°54'00" West, along said North ROW line of 'L' Street, 266.00 feet to a 1" iron pipe found for the Southwest corner of the herein described tract, said Southwest corner being at the intersection of said North ROW line with the East ROW line of First Street (60' wide-not open);

THENCE, North 01°06'00" West, along said East ROW line of First Street, 255.41 feet to a 5/8" iron rod found in the South line of said Union Pacific Railroad;

THENCE, South 70°51'00" East, along the South line of said Union Pacific Railroad, 283.52 feet to the **POINT OF BEGINNING** and containing 1.260 acres of land.

Deed
EXHIBIT A-5
(Morgans Point Plant Complex)

**EASEMENT TRACT OF 0.0145 ACRES SITUATED IN THE
THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel E)**

Metes and bounds description of a 0.0145 acre tract of land situated in the Johnson Hunter Survey, Abstract 35, Harris County, Texas, said 0.0145 acre tract being a part of a called 36 foot wide road easement conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.) said 0.0145 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 70°51'00" East for the South line of a call 45.7548 acre tract as recorded in File Number U141163, Film Code 529-79-2311, H.C.O.P.R.R.P., and as shown on attached plat.

BEGINNING at a 5/8" iron rod found at the Northwest corner of the herein described tract, said Northwest corner being at the intersection of the North line of a 20 foot wide fee strip to Houston Pipe Line Company, as recorded in Volume 2500, Page 385 H.C.D.R., with the East ROW line of North Broadway (100' wide), said Northwest corner being the Southwest corner of said 45.7548 acre tract;

THENCE, South 70°51'00" East, along the North line of a portion of said Houston Pipe Line Co. fee strip, said portion was conveyed to the Port of Houston Authority as recorded in File Number U801775, Film Code 536-49-1444, H.C.O.P.R.R.P., a distance of 36.14 feet to a 5/8" iron rod with cap set for the Northeast corner of the herein described tract;

THENCE, South 24°09'00" West, 20.07 feet to a 5/8" iron rod with plastic cap set in the South line of said 20' wide fee strip, said South line being the North ROW line of Union Pacific Railroad;

THENCE, along said South line, North 70°51'00" West, 27.01 feet to a 5/8" iron rod with plastic cap set at the intersection of said South line with said East ROW line of North Broadway;

THENCE, along said East ROW line, North 01°06'00" West, 21.32 feet to the **POINT OF BEGINNING** and containing 0.0145 acres of land.

Deed
EXHIBIT A-6
(Morgans Point Plant Complex)

**EASEMENT TRACT OF 1.7543 ACRES SITUATED IN THE
THE JOHNSON HUNTER SURVEY, A-35
HARRIS COUNTY, TEXAS (Parcel F)**

Metes and bounds description of a 1.7543 acre easement tract of land situated in the Johnson Hunter Survey, Abstract 35, Harris County, Texas, said 1.7543 acre tract being that same called 1.7543 acre tract conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, said 1.7543 acre tract being described in File Number K992365, Film Code 074-68-1536, H.C.O.P.R.R.P., said 1.7543 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on a deed bearing of South 70°51'00" East for the South line of a call 45.7548 acre tract as recorded in said File Number V150310 and as shown on attached plat.

BEGINNING at a 5/8" iron rod with plastic cap set for the Southwest corner of the herein described tract, said Southwest corner being in a Northeasterly line of said 45.7548 acre tract, said "POINT OF BEGINNING" being North 67°09'00" West, 72.41 feet from a 5/8" iron rod with cap set for a corner of said 45.7548 acre tract;

THENCE, North 80°57'39" East, along an existing chain link fence, 514.82 feet to a 5/8" iron rod with cap set for the Southeast corner, said Southeast corner being the Southwest corner of a call 3.9889 lease tract as recorded in File Number K992367, H.C.O.P.R.R.P.;

THENCE, North 09°02'21" West, 124.32 feet to a 5/8" iron rod with plastic cap set for the Northeast corner of the herein described tract;

THENCE, South 80°57'39" West, 714.63 feet to a 5/8" iron rod with plastic cap set in said Northeasterly line of said 45.7548 acre tract, said iron rod being South 67°09'00" East, 308.93 feet from a 1" iron pipe found at the most Northerly corner of said 45.7548 acre tract;

THENCE, along said Northeasterly line, South 67°09'00" East, 235.32 feet to the **POINT OF BEGINNING** and containing 1.7543 acres of land.

Deed
EXHIBIT A-7
(Morgans Point Plant Complex)

TRACT OF 0.0704 ACRES SITUATED IN THE
THE ENOCH BRINSON SURVEY, A-5
HARRIS COUNTY, TEXAS (Parcel G)

Metes and bounds description of a 0.0704 acre tract of land situated in the Enoch Brinson Survey, Abstract 5, Harris County, Texas, said 0.0704 acre tract being conveyed to Valero Refining - Texas, L.P. as recorded in File Number X304200, Film Code 580-37-1610, Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas, that same called 0.070 acre tract as recorded in Volume 4156, Page 305, Harris County Deed Records (H.C.D.R.), Harris County, Texas, said 0.0704 acre tract being more particularly described by metes and bounds as follows:

All bearings are based on the Texas Coordinate System, South Central Zone and as shown on attached plat.

BEGINNING at a 5/8" iron rod with plastic cap set for the Northwest corner of the herein described tract, said Northwest corner being the Northeast corner of a call 0.557 acre tract as described in Volume 3391, Page 539, H.C.D.R., said corner being in the South ROW line of Union Pacific Railroad;

THENCE, along said South ROW line, South 72°52'00" East, 96.00 feet to a 5/8" iron rod with plastic cap set for the Northeast corner;

THENCE, South 17°08'00" West, 30.00 feet to a set 5/8" iron rod with plastic cap;

THENCE, North 72°52'00" West, 107.21 feet to a 5/8" iron rod with plastic cap set in the East line of said 0.557 acre tract;

THENCE, along the East line of said 0.557 acre tract, North 37°37'40" East, 32.03 feet to the **POINT OF BEGINNING** and containing 0.0704 acres of land.

Tab #9

Item 2

Land Leased by Applicant

SECOND AMENDED LEASE AGREEMENT

PHA FILE NO.: MO-L-243-A

“LANDLORD”: PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas

LANDLORD’S ADDRESS: 111 East Loop North
Houston, Texas 77029
Attn: Managing Director – Real Estate

“TENANT”: ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company

TENANT’S ADDRESS: 1100 Louisiana Street, Suite 1000
Houston, Texas 77002

“LEASED PREMISES”: collectively, (a) the area comprised of (i) approximately 3.99 acres of upland real property together with the adjacent barge dock facility and included 0.0644 acres of submerged property (such barge dock facility, the “North Dock”) (for a total of 4.0544 acres) at Landlord’s Pentress Bracewell Barbour’s Cut Container Terminal (such container terminal being referred to as the “Terminal”), which real property is more particularly described on Exhibit “A-1,” attached to this Amended Lease and (ii) approximately 4.5 acres of real property, west of and contiguous to Landlord’s public dock at the Terminal known as Wharf 7 (“Wharf 7”) as more particularly described on Exhibit “A-2” to this Amended Lease, located in Harris County, Texas, immediately adjacent to the real property described in Exhibit “A-1” to this Amended Lease; and (b) Tenant’s Improvements as described in Exhibit “B” together with any other installations or improvements now existing or hereafter added to the property described in Exhibits “A-1” or Exhibit “A-2” to this Amended Lease or to Wharf 7.

For clarification, the Leased Premises does not include the land underlying or comprising Wharf 7, any mineral interests or rights, the land on which any Non-Leased Premises Pipelines are located, North L Street, or any currently existing public safety facilities on the property described in Exhibits “A-1” or “A-2” to this Amended Lease (such as electric substations or fire pumps).

“TERM”: 30 years as more particularly described in Article 5

- “LEASE COMMENCEMENT DATE”:** June 1, 2014
- “CONSTRUCTION PERIOD”:** that portion of the Term beginning on the Lease Commencement Date and ending on the Operations Commencement Date
- “OPERATIONS PERIOD”:** that portion of the Term beginning on the Operations Commencement Date and continuing to the end of the Term
- “OPERATIONS COMMENCEMENT DATE”:** the earlier of (a) 18 consecutive months after the Lease Commencement Date (*i.e.*, December 1, 2015) or (b) the effective date of the commencement of operations, as further set forth in Section 5.02
- “RENT”:** Base Rent, Additional Rent, Throughput Rent, and all other amounts provided for under this Amended Lease to be paid by Tenant, as additionally described in Article 7
- “BASE RENT”:** The Base Rent includes throughput of up to 29,166,667 barrels each Lease Year (the “Included Barrels”). Beginning on the Operations Commencement Date, the annual Base Rent shall be \$3.5 million (the “Annual Base Rent”), adjusted annually as set forth below.
- The “Lease Year Commencement Date” means: (i) the Operations Commencement Date, if the Operations Commencement Date is the first day of a calendar month, or (ii) if the Operations Commencement Date is not the first day of a calendar month, the first day of the calendar month that immediately follows the calendar month in which the Operations Commencement Date falls. A “Lease Year” means any one-year period that commences on the Lease Year Commencement Date or any anniversary of the Lease Year Commencement Date during the Term of this Amended Lease, and an “Adjustment Date” means the first day of each Lease Year, save and except the Lease Year that begins during the Construction Period and the first Lease Year that commences after the Operations Commencement Date. On each Adjustment Date, the Annual Base Rent shall be adjusted to an amount equal to the product of (a) the amount of the Annual Base Rent as of the Operations Commencement Date (\$3.5 million) multiplied by (b) a fraction, the numerator of which shall be the most recently published value of the CPI as of the applicable Adjustment Date, and the denominator of which shall be the CPI in effect on the Operations Commencement Date, provided that in no event shall the Base Rent be decreased. The adjusted Annual Base Rent in effect for each Lease Year shall be divided by 12 to determine

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the applicable adjusted Monthly Base Rent for such Lease Year. For the avoidance of doubt, the Annual Base Rent for the period prior to the Operations Commencement Date shall be zero; and the Annual Base Rent for the period from the Operations Commencement Date until the first Adjustment Date shall be \$3.5 million.

If the Lease Year Commencement Date is not the Operations Commencement Date, in addition to the Monthly Base Rent, Tenant shall pay Landlord on the Lease Year Commencement Date prorated Monthly Base Rent for the period from the Operations Commencement Date until the Lease Year Commencement Date. If the Term does not end at the end of a calendar month, the Monthly Base Rent for the partial month at the end of the Term shall be prorated appropriately.

**“ADDITIONAL
RENT”:**

any and all rates, charges, and amounts called for and provided to be paid to Landlord under Landlord’s Tariffs relating to harbor fees (Tariff No. 14, Subrule 096 & Tariff No. 8, Subrule 105) and water charges for water supplied to vessels (Tariff No. 14, Subrule 91).¹ For sake of clarification, any provisions of Landlord’s Tariffs applicable to throughput, dockage, and wharfage rates, fees, or charges are not “Additional Rent” and do not apply to this Amended Lease.

**“SECURITY
DEPOSIT”:**

\$291,667.00

¹ References to subrules of Landlord’s Tariffs refer to the subrule numbers as they existed on the Lease Commencement Date, which numbers may be modified throughout the Term pursuant to published changes to Landlord’s Tariffs.

**“THROUGHPUT
RENT”**

the annual charge for throughput over and above the Included Barrels, which is calculated as the product of (i) the amount of liquid bulk in barrels in excess of the Included Barrels loaded onto or discharged from vessels berthing at the Leased Premises or Wharf 7 during such Lease Year and (ii) the per-barrel throughput charge (the “Per Barrel Rate”). For the avoidance of doubt, vapors that are returned from any waterborne vessel onto which Permitted Product is being loaded shall not be deemed to constitute barrels “loaded onto or discharged from” such vessel. On the Operations Commencement Date, the Per Barrel Rate was \$0.03 per barrel. Beginning with the first Adjustment Date and continuing on each subsequent Adjustment Date, each Per Barrel Rate shall be increased by an amount equal the product of (a) the amount of the Per Barrel Rate as of the Operations Commencement Date (\$0.03 per barrel) multiplied by (b) a fraction, the numerator of which shall be the most recently published value of the CPI as of the applicable Adjustment Date, and the denominator of which shall be the CPI in effect on the Operations Commencement Date, provided that in no event shall the Per Barrel Rate be decreased.

“PERMITTED USE”:

(i) the exercise of Preferential Berthing Rights (defined below) at Wharf 7 in connection with the activities described in (ii) and/or (iii) below and the coordination of subordinate layberthing at Wharf 7, as further described in Section 6.01(c);

(ii) the loading and unloading of Permitted Products onto or off of waterborne vessels, including, but not limited to, barges and ships suitable for the intended purpose, within the applicable limitations set forth by the Houston Pilots Association from time to time within the Term, and not exceeding 900 feet in length, 165 feet in beam, and 45 feet in draft (or such deeper draft as is permitted at the applicable time in the portion of the Barbours Cut Ship Channel that is utilized to access the Leased Premises), which barges and ships in the determination of the Houston Pilots Association can safely navigate the channel; and the mooring, docking and layberthing of any such waterborne vessels;

(iii) associated pipeline movements or storage (only as line fill in pipelines) of those products and other activities reasonably related to any of the foregoing; and/or

(iv) the installation, maintenance, repair, replacement, enhancement, or operation of associated pipelines, vapor combustors, equipment, appurtenances, vessels, and facilities (excluding storage tanks) in

furtherance of the any of the foregoing uses

**“PREFERENTIAL
BERTHING
RIGHTS”:**

the preferential, nonexclusive right of Tenant to use Wharf 7 for the purpose of mooring, docking, layberthing, and loading and unloading cargo or product onto or from vessels and barges, as more particularly set forth in Section 6.01(c)

MINUTE NO.

2014-0520-49

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THIS SECOND AMENDED LEASE (the "Amended Lease") is entered as of Lease Commencement Date between the Landlord and the Tenant. Capitalized terms not otherwise defined herein have the meanings set forth above.

Article 1. Background

Section 1.01. Landlord and Tenant are the successors-in-interest to that certain 99-year lease dated March 21, 1956 by and between Harris County Houston Ship Channel Navigation District as lessor and Tennessee Gas Transmission Company as lessee (the "1956 Lease"). The 1956 Lease was subsequently amended February 23, 1987 by Landlord and Tenneco Oil Company as the then successors-in-interest (the "First Amended Lease," and collectively with the 1956 Lease, the "Lease"). Pursuant to the Lease, Tenant, as successor-in-interest to Tenneco Oil Company, leases the North Dock and approximately 3.9889 acres at the Terminal from Landlord.

Section 1.02. Wharf 7 is a public-use wharf at the Terminal owned by Landlord and subject to Landlord's Tariffs Nos. 8 (Rates, Rules and Regulations Governing the Houston Ship Channel and the Public Owned Wharves) and 14 (Additional Rates, Rules, and Regulations Governing the Fentress Bracewell Barbour's Cut Container Terminal).

Section 1.03. Landlord and Tenant were parties to that certain option agreement (the "Option Agreement"), effective May 1, 2013, pursuant to which Landlord granted Tenant the exclusive right to discuss, negotiate, and enter into agreements with Landlord regarding the Preferential Berthing Rights. The Option Agreement expired by its terms on April 30, 2014.

Section 1.04. The Leased Premises includes, without limitation, the leased premises covered by the Lease. Upon execution of this Amended Lease, the Lease shall automatically terminate, effective as of the Lease Commencement Date; and neither Landlord nor Tenant shall have any further rights or obligations under the Lease arising from and after the Lease Commencement Date except as expressly set forth in Section 1.05 and Section 1.06.

Section 1.05. Any accrued but unresolved or unsatisfied (whether known or unknown on the Lease Commencement Date) payment, indemnification, repair, remediation, environmental liability, or restoration obligations of Landlord and Tenant, respectively, arising under the Lease or Tenant's presence or activities on the Leased Premises prior to the Lease Commencement Date shall survive such termination with respect to any and all obligations or liabilities accruing prior to the Lease Commencement Date. Landlord may provide applicable notices (including, but not limited to, notices of default), if any, to any defaults of such obligations as if and only to the extent such notices of default could have been given by Landlord if the payment, indemnification, repair, remediation, or restoration obligation defaults had occurred under this Amended Lease. Tenant's timing obligations, if any, with respect to cure of defaults after notice from Landlord, and Landlord's applicable remedies with respect to any such defaults, shall be governed by, and with respect to Landlord's applicable remedies, limited to and governed by, the provisions of this Amended Lease.

Section 1.06. If, after the Lease Commencement Date, Tenant first becomes aware of any potential liability triggering events (as set forth in Section 6.04) that occurred or accrued during the term of the Lease, Tenant shall provide notification and/or copies of such event(s) to Landlord

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pursuant to the terms of Section 6.04 as and only to the extent such notification and/or copies would have been given to Landlord if the potential liability triggering events had occurred during the Term of this Amended Lease. However, Tenant shall not be obligated to provide Landlord with such notifications and/or copies of any potential liability triggering events that occurred during the term of the Lease as to which Tenant first became aware prior to the Lease Commencement Date, unless and to the extent required under the Lease.

Article 2. Navigability as a Condition Precedent.

Section 2.01. Navigational and Other Regulatory Requirements. Tenant acknowledges and accepts that the determination of the navigational requirements by the Houston Pilots Association is a final determiner of navigational feasibility in Harris County ports and that other regulatory approvals may be required prior to the execution of this Amended Lease. The Port Commission has regulatory power over the Houston Pilots Association, but relies solely and independently on the Houston Pilots Association for determinations of navigation and navigational safety. Tenant acknowledges and agrees that under no circumstances will a decision by the Houston Pilots Association or any other local, state, or federal Governmental Entity or regulatory agency other than Landlord or the Port Commission be imputed to Landlord such that a decision of any such other entity or agency of nonfeasibility would be deemed a decision of Landlord. Tenant further acknowledges that the vessel length and beam described in Permitted Use only describes the maximum specifications allowed, and that the Houston Pilots Association or a Governmental Entity or regulatory agency other than Landlord or the Port Commission may not allow such dimensions. Nothing contained in this Amended Lease shall constitute a warranty or assurance from Landlord as to allowable vessel lengths, drafts, or beams.

Article 3. Definitions. The following terms, whether used in singular or plural forms, have the following meanings:

Section 3.01. "As-Built Drawings" means depictions of completed improvements on the Leased Premises, such as Tenant's Improvements. As-Built Drawings shall show ties to property corners or other physical features, as well as showing the location of Tenant's Improvements referenced to the Landlord property lines, corners, or other accepted survey monuments.

Section 3.02. "Award" means any payment or other compensation receivable from or received by any Governmental Entity or any person or entity vested with the power of eminent domain for or as a consequence of any Taking.

Section 3.03. "Business Day" means a day other than a Saturday, Sunday, or legal holiday recognized in Landlord's Tariffs.

Section 3.04. "Change of Control" means any of the following events:

(a) the person or group that was the Controlling Entity of Tenant, if any, on the Lease Commencement Date ceases being the beneficial owner, directly or indirectly, of at least a majority of the total equity of Tenant or to hold a majority of the total voting power entitled to vote generally in the election of Tenant's board of directors or board of managers or similar governing body. For

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purposes of this clause, "beneficial owner" has the meaning provided in rule 13d of the Rules and Regulations Under the Securities Exchange Act of 1934, 17 C.F.R. § 240.13d-3(d);

(b) any person or group (other than the Controlling Entity on the Lease Commencement Date) directly or indirectly acquires ownership or control of more of the total voting power entitled to vote generally in the election of managers or directors of Tenant than that held by the person or group who was the Controlling Entity on the Lease Commencement Date;

(c) a person or group that on the Lease Commencement Date does not hold ownership or control of (i) a majority of the total equity of the Controlling Entity or (ii) a majority of the total voting power entitled to vote generally in the election of the Board of Directors of the Controlling Entity, directly or indirectly acquires such ownership or control; or

(d) a person or group that on the Lease Commencement Date was not the majority owner, general partner, manager, managing member, majority-in-interest, or other person or group having authority or control over the management or operations of Tenant becomes the majority owner, general partner, manager, managing member, majority-in-interest, or other person or group having authority or control over the management or operations of Tenant.

For the purposes of this Section 3.04, "person" and "group" shall have the meanings provided in sections 3(a)(9) and 13(d)(3) of the Securities Exchange Act of 1934 (the "Exchange Act"), 15 U.S.C. §§ 78c(3)(9) & 78m(d)(3). For the purposes of this Amended Lease, an owner, person, or group is deemed to be the owner, person, or group on the Lease Commencement Date if Landlord has previously approved a Change of Control event involving said owner, person, or group relating to this Amended Lease.

Section 3.05. "Controlling Entity" means a person or group that on the Lease Commencement Date (or as subsequently approved by Landlord in relation to this Amended Lease) holds ownership or control of (a) a majority of the total equity of Tenant or (b) a majority of the total voting power entitled to vote generally in the election of Tenant's board of directors or board of managers or similar governing body.

Section 3.06. "CPI" means the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, South Urban Area, All Items (1982 - 1984 = 100) (final version, not seasonally adjusted) (Series ID CUUR0300SAO). In the event that (a) the Bureau of Labor Statistics ceases to use the 1982-84 average of 100 as the basis of calculation, (b) a substantial change is made in the number or characters of "market basket" items used in determining the CPI, (c) Landlord and Tenant mutually agree in writing that the CPI does not accurately reflect the purchasing power of the dollar, or (d) the CPI is discontinued for any reason, the Bureau of Labor Statistics shall be requested to furnish a new index comparable to the CPI together with information which will make possible the conversion to the new index in computing the adjusted Rent. If for any reason the Bureau of Labor Statistics does not furnish such an index and such information, the parties shall thereafter accept and use such other index or comparable statistics on the cost of living for the county in which the Leased Premises is located, as shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by Landlord (but subject to Tenant's approval,

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which shall not be unreasonably withheld, conditioned, or delayed). If the Bureau of Labor Statistics or other applicable Governmental Entity that publishes or issues the CPI changes the base year for the CPI or the manner in which the CPI is calculated, then determination of adjustments pursuant to this Amended Lease that are based on comparative values of the CPI shall be made using values for the CPI that are calculated using the same base year and the same methodology for each CPI value used in such comparison.

Section 3.07. “Emergency” means any sudden, unforeseen event that requires immediate action to correct or to protect lives, public welfare, and/or property, including, but not limited to, any shelter-in-place event, a discharge to water resulting in fish kill, an explosion, a fire, breach of security, terrorism, or other danger to the Leased Premises, Wharf 7, or the persons located thereon.

Section 3.08. “Employees and Controlled Persons” means, with respect to Tenant or Landlord as applicable, its employees, agents, contractors, subcontractors, vendors, suppliers, business invitees, and their respective employees and any other person under its control, supervision, or direction.

Section 3.09. “Environmental Cleanup” means: (a) timely reporting any escape, release, or discharge of Hazardous Material to the appropriate local, state, and/or federal environmental authorities as required by applicable regulation or law; (b) subject to obtaining any necessary governmental approvals, promptly undertaking environmental investigatory and corrective action to clean up Hazardous Material to the standard as the Leased Premises or Wharf 7, as applicable, existed on the Lease Commencement Date; (c) properly disposing of any Hazardous Material that the TCEQ or EPA, as applicable, requires be disposed, at a permitted treatment, storage, and disposal facility or other facility legally capable of accepting Hazardous Material, including signing all waste manifests as the owner and sole generator of any materials sent for disposal, in material compliance with all statutes and governmental regulations applicable thereto; or (d) taking all other actions which are required by any Governmental Entity to address the Hazardous Material or the release or threatened release of Hazardous Material.

Section 3.10. “Environmental Law” means any federal, state, or local law, judicial or administrative order, decree, rule, regulation, common law, or any Legal Requirement in effect on the Lease Commencement Date (and subsequently amended) or subsequently enacted or imposed, pertaining to Hazardous Materials or environmental protection, including, but are not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601, et seq. (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq. (the “RCRA”); the Clean Air Act of 1963, 42 U.S.C. § 7401, et seq.; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801, et seq. (the “HMTA”); the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601, et seq. (the “TSCA”); and each comparable state law (including any amendments), such as the Texas Water Code, the Texas Health & Safety Code (including, but not limited to, chapter 361, the Texas Solid Waste Disposal Act), and the Texas Natural Resources Code.

Section 3.11. “Event of Bankruptcy” as that term is used in Section 19.01 means: (a) a receiver, liquidator, or custodian is appointed for substantially all of Tenant’s property or assets or

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Tenant's interest in this Amended Lease or the Leased Premises, or there is instituted a foreclosure action (expressly excluding any Taking) on all or substantially all of Tenant's property or Tenant's interest in this Amended Lease or the Leased Premises, which is not dismissed within 90 days; (b) Tenant files a voluntary petition under any chapter of title 11 of the United States Code (as may be subsequently amended, the "Bankruptcy Code") or under any similar debtor relief laws ("Insolvency Laws"); (c) there is filed an involuntary petition against Tenant as the (or a) subject debtor under the Bankruptcy Code or Insolvency Laws that is not contested or dismissed within 30 days of filing or such longer period of time for contesting an involuntary petition as expressly set forth in the Bankruptcy Code, Federal Rules of Bankruptcy Procedure (or any applicable local bankruptcy rule), or Insolvency Laws, as applicable; (d) Tenant makes or consents to a general assignment of its assets for the benefit of creditors; or (e) Tenant admits in writing that it cannot generally pay its debts as they become due.

Section 3.12. "Event of Default" has the meaning ascribed to it under Section 19.01.

Section 3.13. "Force Majeure" means: (a) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, blizzards and other adverse and inclement weather, fires, explosions, floods, acts of a public enemy, wars, blockades, insurrections, riots, acts of terrorism, or civil disturbances; (b) labor disputes, strikes, work slowdowns, or work stoppages; (c) actions, orders or judgments of, or omissions to act or delays in the action of, any (i) federal, state, or local court or (ii) administrative agency, regulatory body, or Governmental Entity, if not the result of willful or negligent action of the party relying thereon; (d) power failure and outages requiring evacuation of the Leased Premises or Refrigeration Facility; (e) inability to obtain, timely obtain, or obtain at a reasonable cost, after exercise of reasonable diligence, pipe, materials, equipment, rights-of-way, servitudes, permits, licenses or other governmental approvals, or labor, including those necessary for the improvements and facilities provided for in this Amended Lease; (f) the necessity to not operate, or to reduce the operation of, equipment to protect the safety of the public and/or environment; (g) present and future valid orders of any regulatory body or Governmental Entity having jurisdiction; (h) explosions, mechanical failures, breakage or accident to equipment installations, machinery, compressors, plants or lines of pipe, and associated repairs; and (i) any other cause or event, whether foreseeable or not, and whether of the kind herein enumerated or otherwise that is beyond the reasonable control of the party claiming Force Majeure. Notwithstanding the foregoing, the loss of Tenant's markets and Tenant's inability economically to use or resell Permitted Products shall not constitute events of Force Majeure.

Section 3.14. "Governmental Entity" means any department, division, agency, unit, or instrumentality of the United States or any state, commonwealth, district, territory, municipality, county, school district, political subdivision, conservation and reclamation district, or hospital organization thereof or of any foreign state or foreign or domestic government.

Section 3.15. "Hazardous Materials" has the meaning ascribed to it in Section 6.03.

Section 3.16. "Impositions" means (a) all real estate, personal property, rental, water, sewer, transit, use, occupancy, and other taxes, assessments, charges, excises, and levies (exclusive of franchise taxes and income taxes) that are imposed upon or with respect to (i) the Leased Premises

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or any portion thereof or the sidewalks, streets, or alley ways adjacent thereto or the ownership, use, occupancy, or enjoyment thereof or (ii) this Amended Lease and the Rent payable hereunder; and (b) all charges for any easement, license, permit, or agreement maintained by Tenant for the benefit of the Leased Premises.

Section 3.17. "Landlord's Tariffs" means the rates, rules, regulations, policies, and tariffs issued, adopted, amended, and reissued by Landlord from time to time (including, without limitation, Tariff Nos. 8 and 14) as generally applicable to Landlord's users of, traffic on, or tenants at the Terminal and to private terminals located on the Houston Ship Channel who have adopted Landlord's Tariffs, except to the extent that any such rates, rules, regulations, policies, and tariffs contradict any portion of or whose application is excluded from this Amended Lease. Notwithstanding any provision in this Amended Lease to the contrary, no changes to Landlord's Tariffs and no new rate, rule, regulation, policy, or tariff issued or adopted by Landlord shall be considered a "Landlord's Tariff" applicable to this Amended Lease if the application of which would constitute an unfairly or unjustly discriminatory practice or impose any undue or unreasonable prejudice or disadvantage (*see, e.g.*, Shipping Act of 1984, 46 U.S.C. § 41104). For avoidance of doubt, any rates, charges, or fees in Landlord's Tariffs that are not expressly identified as "Additional Rent" within this Lease are expressly excluded from application to this Amended Lease.

Section 3.18. "Legal Requirements" means any and all of the following, including all future amendments, revisions, restatements, and updates thereto, but only to the extent applicable in any way to Tenant and its business or operations, the Permitted Use, or the Leased Premises: (a) judicial decisions, orders, injunctions, writs, statutes, rulings, rules, regulations, promulgations, directives, permits, certificates, mandates, or ordinances of any Governmental Entity, including, but not limited to, zoning, environmental, utility conservation, or security matters; (b) Landlord's Tariffs (except to the extent superseded, and/or amended, by the provisions of this Amended Lease); (c) insurance requirements; (d) environmental requirements, including, but not limited to, environmental practices, policies, procedures, rules, regulations, or directives established by Landlord or by any Governmental Entity that has regulatory or other jurisdiction; (e) security requirements, including, but not limited to, security plans, policies, procedures, rules, regulations, or directives established by Landlord or by any Governmental Entity that has regulatory jurisdiction; and (f) other documents, instruments, or written agreements relating to the Leased Premises or to which the Leased Premises may be bound or encumbered. For the purposes of this Amended Lease, the term "Legal Requirements" refers to all existing Legal Requirements as well as all Legal Requirements that may come into effect in the future; provided, however, that no changes to Legal Requirements imposed or created by Landlord and no new Legal Requirement issued or adopted by Landlord shall be considered a "Legal Requirement" for purposes of this Amended Lease unless such change or such new Legal Requirement is generally applicable to users or tenants of the Terminal and owners of real property subject to Landlord's jurisdiction and is not applicable primarily to Tenant or to Tenant's use of the Leased Premises.

Section 3.19. "Marine Construction Permit" means a Marine Construction Permit issued by Landlord to Tenant, substantially in the form attached hereto as Exhibit "C."

Section 3.20. "Permitted Products" means those products that are described on

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Exhibit "D" to this Amended Lease, as such exhibit may be modified from time to time as evidenced by Landlord's written consent thereof, consistent with the notice provisions of Section 22.10 of this Amended Lease, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 3.21. "Pipeline" includes any pipeline(s) and all related appurtenances, including, but not limited to, any cathodic protection equipment, supporting piers, beams, columns, racks, and other structures, which are located on the Leased Premises and/or Wharf 7 or across other property of Landlord, in each case that are associated with utilization of the Leased Premises for the Permitted Use. A single Pipeline may be both on the Leased Premises (such portion of which is a "Leased Premises Pipeline") and on Wharf 7 or other property of Landlord (such portion of which is a "Non-Leased Premises Pipeline"), but no Pipeline shall constitute a Non-Leased Premises Pipeline unless some portion of such Pipeline is located on Wharf 7 or the Leases Premises.

Section 3.22. "Pipeline License" means Landlord's agreement governing the terms of Tenant's installation of Non-Leased Premises Pipelines within Landlord's property other than the Leased Premises (including Wharf 7), substantially in the form attached hereto as Exhibit "G."

Section 3.23. "Port Commission" means the Port Commission of the Port of Houston Authority of Harris County, Texas, which acts as its governing body.

Section 3.24. "Record Drawings" means accurate documentation of completed improvements performed by Tenant on Landlord's property. Record Drawings must be updated construction documents rendered in Computer-Aided Design (CAD) that depict as-constructed facility locations and engineering details, all sealed by a professional engineer licensed in the State of Texas. The Record Drawings must show relationship to survey markers or other physical features of Landlord's property as necessary to facilitate locating features and may require documentation of surveys.

Section 3.25. "Removable Property" has the meaning ascribed to it in Section 8.04.

Section 3.26. "Taking" means the taking, damaging, or destroying of all or any portion of the Leased Premises or Wharf 7 or the taking or termination of the Preferential Berthing Rights by or on behalf of Landlord or any other Governmental Entity or any other person or entity pursuant to its power of eminent domain. "Total Taking" means any Taking of all or substantially all of the Leased Premises and Wharf 7 or the Preferential Berthing Rights, or of so much of the Leased Premises and Wharf 7 or the Preferential Berthing Rights that the portion remaining cannot be economically restored, taking into account the condemnation proceeds payable to Tenant and the then remaining portion of the Term. "Partial Taking" means any Taking of less than all of the Leased Premises, Wharf 7, or the Preferential Berthing Rights such that the remaining portion can be economically restored, taking into account the condemnation proceeds payable to Tenant and the then remaining portion of the Term. For avoidance of doubt, a termination of this Amended Lease or the Preferential Berthing Rights by reason of a valid exercise of Landlord's remedies following an uncured Event of Default does not constitute a "Taking."

Section 3.27. "Tenant's Improvements" means (a) the improvements on the Leased

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Premises, the North Dock, or Wharf 7, including but not limited to, Pipelines, Pipeline racks, and any other improvements described on Exhibit "B" as Tenant's Improvements, (b) the improvements agreed to in writing by Landlord after execution of this Amended Lease and made by Tenant to and included as part of the Leased Premises, and (c) all alterations, improvements, and additions to and replacements of the improvements described in (a) and (b) of this definition.

Section 3.28. "Transfer" means (i) an assignment (direct or indirect, absolute or conditional, by operation of law or otherwise) by Tenant of all or any portion of Tenant's interest in this Amended Lease (including the Preferential Berthing Rights), the Leased Premises, (ii) a sublease of all or any portion of the Leased Premises, or (iii) the grant or conveyance by Tenant, without the consent of Landlord, of a concession or license within the Leased Premises or the Preferential Berthing Rights (other than a concession or license granted for the purpose of providing utilities or similar services for the Leased Premises for which Landlord has given its prior written approval). Further, subject to the other provisions of this Section 3.28, the following constitutes a Transfer for the purpose of this Amended Lease:

(A) if Tenant is a corporation, the following events constitute a Transfer: (i) merger, consolidation, or dissolution of Tenant or (ii) a Change of Control;

(B) if Tenant is a partnership having one or more corporations as general partners, then (A) above applies to each such corporation as if the corporation alone had been the tenant hereunder; and

(C) if Tenant is a general or limited partnership, limited liability partnership, limited liability company, joint venture, or other form of association, a dissolution or Change of Control of Tenant.

(a) Notwithstanding the above,

(i) the direct assignment or sublease of all or any portion of Tenant's interest in this Amended Lease (including the Preferential Berthing Rights) or of the Leased Premises to a direct or indirect parent, sibling, subsidiary, or otherwise related entity (each a "Related Entity");

(ii) an assignment of all or any portion of Tenant's interest in this Amended Lease (including the Preferential Berthing Rights) or of the Leased Premises to a Related Entity by (A) transfer of the ownership or power to vote a majority or otherwise controlling interest of Tenant's or Tenant's general partner's voting stock or the ownership interests in Tenant or (B) the restructuring of Tenant or its Related Entities;

(iii) an assignment of all or any portion of Tenant's interest in this Amended Lease (including the Preferential Berthing Rights) or of the Leased Premises to a Special Affiliate (as defined below); or

(iv) an assignment of all or any portion of Tenant's interest in this Amended Lease (including the Preferential Berthing Rights) or of the Leased Premises to a

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Refrigeration Facility Co-Owner (as defined below)

does not constitute a Transfer under this Amended Lease, if and only if: (A) there is no outstanding Event of Default under Section 19.01(a) of this Amended Lease, at the time of the applicable assignment, sublease, grant, or conveyance; (B) at least 60 days in advance of the date on which Tenant proposes to make such assignment, sublease, grant or conveyance, Tenant gives notice to Landlord: (1) reasonably describing such sublease, assignment, transfer, or restructuring, (2) identifying the proposed Transferee (if applicable), and (3) demonstrating with reasonable detail that the proposed Transferee (if applicable) or the Tenant as restructured has sufficient creditworthiness to undertake the obligations of this Amended Lease, taking into account any guarantee or other credit enhancement (including the EPOLLC Guaranty) to be provided to Landlord in connection with such sublease, assignment, transfer, or restructuring and with respect only to the exceptions in clauses (i) and (ii) above, if applicable, there is no Change of Control (a) as between Tenant and such Transferee (if applicable) in connection therewith or (b) of Tenant in connection with such restructuring; (C) with respect to any such sublease, assignment, or transfer of interest under this Amended Lease, Tenant has effected or is effecting, concurrently and contemporaneously with the proposed sublease, assignment, or transfer of interest under this Amended Lease, a transfer or conveyance of substantially all of the Refrigeration Facility Parcel (and, if in existence, the Refrigeration Facility) to either such Related Entity of Tenant or another Related Entity of Tenant or to a Special Affiliate or to a Refrigeration Facility Co-Owner, which transfer is evidenced by documentation provided to Landlord; and (D) with respect to any such sublease, assignment, or transfer of interest under this Amended Lease (including any sublease, assignment, or transfer of interest to a Special Affiliate or to a Refrigeration Facility Co-Owner), Enterprise Products Operating LLC has executed or will execute contemporaneously with such proposed transfer, a guarantee (the "EPOLLC Guaranty") of all obligations of Tenant under this Lease. As used in this Amended Lease, a "Special Affiliate" shall mean any corporation, partnership, limited partnership, limited liability company, limited liability partnership, joint venture, or other form of business entity in which Enterprise Products Operating LLC, or a Related Entity to Enterprise Products Operating LLC, owns at least 50% of the total equity interest in the applicable business entity. As used in this Amended Lease, a "Refrigeration Facility Co-Owner" shall mean any corporation, partnership, limited partnership, limited liability company, limited liability partnership, joint venture, or other form of business entity that owns or acquires an undivided interest in substantially all of the Refrigeration Facility Parcel (and, if in existence, the Refrigeration Facility), provided that Enterprise Products Operating LLC, or a Related Entity to Enterprise Products Operating LLC, continues to own at least a 50% undivided interest in substantially all of the Refrigeration Facility Parcel (and, if in existence, the Refrigeration Facility).

Section 3.29. "Transferee" means the assignee, sublessee, pledgee, concessionee, licensee, or other transferee of all or any portion of Tenant's interest in this Amended Lease, the Leased Premises, or the Preferential Berthing Rights.

Article 4. Leased Premises and Grant of Rights. Subject to the provisions of this Amended Lease, Landlord hereby leases, demises, and lets to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, including the use of the space directly above the surface of the Leased Premises, up to and including, but not to exceed, a maximum height of 75 feet. Landlord hereby

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grants to Tenant the Preferential Berthing Rights, including all related non-exclusive rights of ingress and egress in, through, and across Wharf 7. The grant of the Preferential Berthing Rights runs concurrently with this Lease and extends for as long as and only so long as Tenant holds a leasehold interest in the Leased Premises under this Amended Lease and shall be irrevocable by Landlord so long as Tenant holds a leasehold interest in the Leased Premises.

Section 4.01. Reservation and License to Landlord. Landlord hereby reserves to itself and its Employees and Controlled Persons, upon reasonable prior notice to Tenant (except in an Emergency, in which case, such prior notice is not required), subject to Tenant's reasonable safety and security rules, reasonable rights of ingress and egress in, through, and across the Leased Premises for the limited purpose of accessing any public safety facilities located on the Leased Premises (e.g., access by Landlord's fire department to water pumps for inspections or use); provided, however that such ingress and egress shall not unreasonably impede, impair, disrupt, disturb, or interfere with, Tenant or Tenant's operations and activities on the Leased Premises. Tenant hereby agrees to provide Landlord and its Employees and Controlled Persons, as well as any federal Governmental Entity in conjunction with a dredge project, reasonable ingress and egress across, over, and through such portions of the Refrigeration Facility Parcel as Tenant may designate from time to time during the term of this Amended Lease, subject to Tenant's reasonable safety and security rules, and only during the term of this Amended Lease, for the limited purpose of obtaining access to the dredged material placement site near the Refrigeration Facility Parcel and the Leased Premises, to the extent that Landlord does not have other reasonable and convenient means of access to such site.

Section 4.02. Application of Landlord's Tariffs on Use of Wharf 7. With respect to any invitees of Landlord to Wharf 7 using the Wharf 7 in pursuant to subordinated berthing rights scheduled by Tenant (*see* Section 6.01(c)), and expressly excluding Tenant's invitees utilizing Wharf 7 pursuant to the Preferential Berthing Rights, the Landlord's Tariffs shall apply in their entirety to govern the rates, rules, and regulations applicable to such Landlord's invitees' use of Wharf 7, subject to Tenant's Ship Nomination and Port Procedures (defined herein). Landlord's Tariffs shall be applicable to use of Wharf 7 by Tenant and Tenant's invitees, except that to the extent any provisions of Landlord's Tariffs conflict with the terms and provisions of this Amended Lease, in which case the terms and provisions of this Amended Lease shall control.

Article 5. Term. The Term of this Amended Lease begins on the Lease Commencement Date and (subject to earlier termination as herein provided) expires at 11:59 p.m. prevailing Central Time on May 31, 2044 (the "Expiration Date").

Section 5.01. Construction Period. Beginning on the Lease Commencement Date and continuing to the Operations Commencement Date, Tenant shall commence and continue toward the goal of completion the modifications and construction to the Leased Premises outlined in Exhibit "B" as the initial construction (the "Contemplated Construction"). All work and construction on the Contemplated Construction shall be in accordance with the applicable provisions of this Amended Lease and all Legal Requirements.

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Section 5.02. Operations Period. Upon completion of the Contemplated Construction, Tenant shall submit to Landlord the As-Built Drawings or Record Drawings, as applicable, as set forth in Article 8 and its notice of commencement of operations (even if the Operation Commencement Date has already occurred). If, however, Landlord has not received notice from Tenant regarding the commencement of operations on the Leased Premises and Wharf 7 by the date that is 18 months after the Lease Commencement Date, the Operations Period shall automatically begin on the Operations Commencement Date without the requirement of any further action on the part of Landlord or Tenant to commence the Operations Period. Notwithstanding anything in this Amended Lease, no declaration or claim of Force Majeure shall delay the Operations Commencement Date beyond the date that is 18 months after the Lease Commencement Date. For the avoidance of doubt, for purposes of this Amended Lease, "commencement of operations" on the Leased Premises shall mean the first date after the Lease Commencement Date on which Tenant loads or unloads Permitted Products onto or off of vessels or barges at Wharf 7, regardless of whether Tenant has completed the Contemplated Construction on such date.

Section 5.03. Early Termination Right. At any time after completion of the Wharf 7 Improvements and payment by Tenant to Landlord of any Improvement Incentive owed by Tenant (as set forth in Section 7.01(b), and provided there is not then any outstanding Event of Default by Tenant, Tenant may terminate this Amended Lease by delivery of written notice ("Termination Notice") to Landlord, setting forth the effective date of such termination ("Early Termination Date"). Any Early Termination Notice shall be delivered by Tenant to Landlord at least six (6) months prior to the Early Termination Date. If Tenant delivers a valid Early Termination Notice, (i) Tenant shall execute and deliver to Landlord at least 30 days prior to the Early Termination Date a payment agreement (the "Payment Agreement") more particularly described below, and (ii) subject only to timely delivery by Tenant of the Payment Agreement, this Amended Lease shall terminate as of the Early Termination Date, and neither Landlord nor Tenant shall have any further obligations arising under this Amended Lease after the Early Termination Date, except for (a) obligations arising prior to the Early Termination Date (whether or not known on the Early Termination Date), and (b) those obligations under this Amended Lease that expressly survive the expiration or termination of this Amended Lease. The Payment Agreement shall be in form reasonably acceptable to Landlord, with full recourse against Tenant, and shall set forth Tenant's agreement to pay Landlord monthly payments equal to the payments of Monthly Base Rent that would have been payable by Tenant to Landlord, in the absence of early termination of this Amended Lease, over the period beginning on the Early Termination Date and ending on May 31, 2044. Each monthly payment owed by Tenant to Landlord under the Payment Agreement shall be due and payable on the date the corresponding payment of Monthly Base Rent would otherwise have been payable under this Amended Lease.

Article 6. Use.

Section 6.01. Permitted Use: Continuous Operation.

(a) Tenant shall occupy and use the Leased Premises and Wharf 7 solely for the Permitted Use and in strict compliance with all applicable requirements of the Houston Pilots Association and all Legal Requirements, including, but not limited to, Environmental Laws.

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(b) Following the commencement of operations (as defined in Section 5.02), Tenant shall continuously maintain the Leased Premises and Wharf 7 open and available for business in accordance with the Permitted Use during business hours customary within Tenant's industry on all Business Days, subject to interruptions in operation or availability for business due to Scheduled Maintenance. As used in this Amended Lease, "Scheduled Maintenance" shall mean stoppages for safety reasons or to test, alter, modify, enlarge, or repair any facility or property comprising a part of, or appurtenant to, the improvements on the Leased Premises or Wharf 7, or otherwise related to the operation thereof, to perform necessary or desirable inspections, pigging, maintenance, testing, alterations, modifications, expansions, connections, repairs, or replacements to facilities, and/or to install any new improvements. Tenant shall, except in cases of Emergency or where such notice is impracticable, give Landlord at least 10 days' advance notice of its intention to conduct Scheduled Maintenance. Notwithstanding the foregoing, if any Scheduled Maintenance will not interfere with the operation of Wharf 7, Tenant shall continue the operation of Wharf 7 during such Scheduled Maintenance.

(c) Preferential Berthing Rights at Wharf 7 and Coordination of Subordinate Rights.

(i) Tenant shall have the preferential right to use the Wharf 7 dock and berth for the purposes of mooring, docking, loading, layberthing, unloading, or discharging vessels, including ships, barges, or other water craft which are owned, operated, or chartered by or for Tenant's customers taking delivery or making delivery of Permitted Products, in connection utilization of the Leased Premises for the Permitted Use, by or for Tenant or any affiliated or related company or which are used in connection with any of Tenant's freight operations in support of the Permitted Use, or a vessel owned or operated by an entity with which Tenant has a connecting carrier, consortium, or rationalization agreement, if, and to the extent that, said vessel is carrying cargo on Tenant's behalf in support of the Permitted Use. Throughout the Term, in connection with use of the Preferential Berthing Rights and the operation of Wharf 7, Tenant shall be entitled to utilize the firewater system, mooring devices, gangway, and other equipment and systems located on, or associated with, Wharf 7.

(ii) The Preferential Rights shall afford Tenant the right, after furnishing a vessel schedule, to berth vessels at Wharf 7 in preference to any other user immediately upon a vessel's arrival at the Terminal, in accordance with Tenant's ship nomination and port procedures, as revised by Tenant and agreed by Landlord from time to time (the "Ship Nomination and Port Procedures"). Tenant's Ship Nomination and Port Procedures in effect as of the Lease Commencement Date are attached hereto as Exhibit "E." Tenant shall obtain Landlord's prior written consent to any amendments or modifications to Tenant's Ship Nomination and Port Procedures at least 10 days before such amendments or modifications are to become effective, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided, however*, that no modifications to Tenant's Ship Nomination and Port Procedures may materially alter the rights and obligations set forth herein nor may any such modifications operate to eliminate the subordinate layberthing opportunities.

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(iii) The Preferential Berthing Rights herein provided shall apply whether or not the Wharf 7 dock is being used by any other vessel, and any other such vessel, barge, or craft occupying the berth at the time of arrival of Tenant's vessel shall be removed from the berth.

(iv) Tenant shall coordinate use of the Wharf 7 dock and berth as between Tenant and other parties in accordance with the provisions of this Amended Lease and the Ship Nomination and Port Procedures.

(v) All layberthing vessels at Wharf 7 that are utilizing Wharf 7 pursuant to subordinated berthing rights scheduled by Tenant pursuant to Section 6.01(c), and expressly excluding Tenant's invitees utilizing Wharf 7 pursuant to the Preferential Berthing Rights, shall pay to Landlord its then-current dockage charge and any other rates due pursuant to Landlord's Tariffs as applicable from time to time for use of Wharf 7. Tenant, Tenant's Related Entities, and their respective customers and invitees shall not be liable to Landlord for any throughput rates or fees set forth in Landlord's Tariffs for any use during the Term of Wharf 7 or the North Dock, so long as the customers and invitees of Tenant and its Related Entities are using Wharf 7 and the North Dock pursuant to the Preferential Berthing Rights for the Permitted Use under this Amended Lease.

(vi) The Preferential Berthing Rights are a part of and may not be severed from this Amended Lease.

Section 6.02. Specifically Prohibited Use. Tenant shall not (a) use, occupy, or permit the use or occupancy of the Leased Premises or Wharf 7 for any purpose or in any manner which is (i) inconsistent with the requirements of Section 6.01, (ii) violative of any of Legal Requirement, including any Environmental Law, except, with respect to Legal Requirements imposed by Landlord, in such manner as is consistent with the Permitted Use, (iii) dangerous to life, health, the environment, or property, except in such manner as is consistent with the Permitted Use, (iv) a public or private nuisance, taking into account the Permitted Use for which Landlord has leased the Leased Premises to Tenant and granted the Preferential Berthing Rights at Wharf 7 to Tenant, or (v) unreasonably disruptive to the activities of any other user, tenant, or occupant of property adjacent to the Leased Premises or Wharf 7, taking into account the Permitted Use for which Landlord has leased the Leased Premises and granted the Preferential Berthing Rights at Wharf 7 to Tenant; or (b) commit or permit to remain any waste to the Leased Premises or Wharf 7 (it being agreed by the Parties that reasonable understood that the allowance of ordinary wear and tear shall not be deemed to be waste).

Section 6.03. Environmental Restrictions.

(a) Tenant shall not cause or permit any Hazardous Materials, other than Permitted Products that are transported and used in accordance with the Permitted Use or incidental amounts that are handled in accordance with applicable Legal Requirements, to be generated, treated, or stored on or about or brought to the Leased Premises or Wharf 7 in contravention of Landlord's Tariffs or any Legal Requirement, including Environmental Laws. Any use of Hazardous Materials

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by any person on the Leased Premises and Wharf 7 shall be in strict conformance with all applicable Legal Requirements, including applicable Environmental Laws. The term "Hazardous Materials" means any explosives, radioactive materials, hazardous waste, petroleum products or other hydrocarbons, chemicals, toxic substances, or related materials, including all substances regulated under or defined as "hazardous substances," "hazardous materials," "toxic substances," or "solid wastes" in (as amended) CERCLA, HMTA, RCRA, TSCA, Landlord's Tariffs, the Texas Solid Waste Disposal Act, or any other Legal Requirement. Notwithstanding the terms of Tenant's storm water permit, Tenant must comply with all requirements of Landlord's Municipal Separate Storm Sewer System (MS4) permit, including but not limited to, participating in training, best management practices, investigations, and audits.

(b) Request for Amended/Additional Permitted Products. Any change in Tenant's Permitted Use or the use of a Hazardous Material that is not a Permitted Product must be approved by Landlord in writing at least 30 days prior to Tenant's use, which approval by Landlord shall not be unreasonably withheld, conditioned, or delayed.

Section 6.04. Notification of Potential Liability Triggering Event. Subject to the provisions of Section 6.05, within two Business Days of occurrence or receipt (as applicable) in a non-Emergency, or **immediately** by telephone as set forth in Section 22.10(f) in the event of an Emergency, Tenant must notify Landlord of any occurrence and provide Landlord with copies of all notices, demands, and lawsuits from any Governmental Entity or private party with respect to Tenant's use or occupancy of the Leased Premises or the utilization by Tenant of the Leased Premises or Wharf 7, relating to the following:

(a) the discovery or occurrence of any spill, discharge, deposit, injection, dumping, emitting, release, placement, leak, migration, leaching, or seeping of any Hazardous Materials into the air or into or on any land, sediment, or the waters adjacent to or near the Leased Premises or Wharf 7 in violation of applicable Legal Requirements, including, but not limited to, any applicable Environmental Laws, whether or not it causes damage or destruction to individuals, entities, or property and whether or not civil penalties or fines may be or have been incurred. The notice shall state the location and duration of the escape and the nature of the substance that escaped;

(b) the violation by Tenant or its Employees and Controlled Persons of any material federal, state, or local statute or regulation, including but not limited to, any Environmental Law;

(c) the loss by Tenant of any operating permit;

(d) any enforcement action undertaken against Tenant by any Governmental Entity or any private party; or

(e) any of the following relating to an Environmental Law or an environmental event and relating to the Leased Premises or Wharf 7:

(i) the institution against Tenant of any lawsuit by any Governmental Entity or any private party,

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- (ii) the service upon Tenant of a demand letter from any Governmental Entity or private party indicating Tenant as a potentially responsible party, or
- (iii) any confirmed or credibly speculated/potential media coverage of which Tenant has become aware.

Section 6.05. Exceptions to Reporting Documentation. Any notice by Tenant pursuant to Section 6.04 shall include a reasonable description of the applicable matter, sufficient to put Landlord on informed notice of the event. Notwithstanding the foregoing, the provisions of Section 6.04 and this Section 6.05 shall not require Tenant to notify Landlord of a matter if such notification is prohibited by applicable law, would constitute a violation of applicable securities laws or the rules of any securities exchange, would violate confidentiality obligations of Tenant to another party, or in the reasonable opinion of Tenant's attorneys would constitute an admission against interest or otherwise materially compromise Tenant's defense of a claim by any Governmental Entity or private party. To the extent Tenant does not provide notification to Landlord in reliance on the immediately preceding sentence, Tenant shall, to the extent not prohibited by applicable law:

- (a) submit the documentation required pursuant to Section 6.04 to Landlord with appropriate information redacted; or
- (b) provide sufficient notice to Landlord of the environmental event, withholding only such copies of documents for which Tenant claims confidentiality or legal prohibition, together with a list of the titles or types of documentation withheld and a reasonably detailed explanation of Tenant's basis for withholding such documentation.

In no event shall Tenant withhold from Landlord copies of notices, demands, lawsuits, or other correspondence as required pursuant to Section 6.04 that are publicly available at the applicable time. Additionally, notwithstanding anything to the contrary in this Section 6.05, to the extent such notices or documents directly relate to a potential liability of or cause of action that could be brought against Landlord (whether or not such potential liability or cause of action is subject to indemnification by Tenant as set forth in Article 14), subject to the execution by Landlord and Tenant of a joint defense (or common interest, if applicable) agreement with respect to the applicable matter, which agreement shall be in a form reasonably acceptable to the parties, Tenant's counsel shall send such notices or documents to Landlord's counsel in furtherance of the parties' common interests and/or joint defense. Any notices or documents sent in accordance with the foregoing sentence shall be clearly marked or otherwise designated by Tenant's counsel as common-interest privileged documents.

Section 6.06. Disputes Regarding Withheld Documents. If Landlord disagrees with Tenant's assertion ("Exemption Assertion") that any notices, communications, documents, or information (copies of which are otherwise required to be furnished by Tenant to Landlord pursuant to Section 6.04) comply with the requirements in Section 6.05 for exemption from being so furnished by Tenant, Landlord and Tenant will engage a third-party mediator to determine whether the applicable notices, communications, documents, or information comply with such requirements for exemption. Landlord shall pay the fees charged by such mediator, and otherwise each party shall pay its own fees and expenses in connection with the engagement of such mediator; however,

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Tenant shall reimburse Landlord for the fees being charged by the mediator if such mediator determines that Tenant's Exemption Assertion was not valid. If Landlord and Tenant are unable to agree upon a third-party expert within 30 days after written notice that Landlord disputes Tenant's Exemption Assertion, then Landlord and Tenant may submit the issue to the CPR Institute for Dispute Resolution for appointment of the third-party mediator. The third-party mediator should be qualified by education, training, and experience to decide the issue.

Section 6.07. Other Environmental Compliance.

(a) TARB Compliance. Landlord or its Tenant Audit Review Board may from time to time conduct an audit to determine whether Tenant is in compliance with its obligations under this Article 6. Tenant shall comply with and implement all actions recommended in such audit within a reasonable time, to the extent such actions are required to effect compliance by Tenant with its obligations under this Amended Lease. In no event shall any such audit negatively limit, restrict, or modify Tenant's rights under this Amended Lease or increase Tenant's obligations beyond those obligations applicable to Tenant pursuant to this Amended Lease or applicable Legal Requirements in the absence of any such audit.

(b) Environmental Cleanup. In the event of any escape, release, or discharge of Hazardous Material (i) in, on, or under (A) the Leased Premises, irrespective of the cause, or (B) Wharf 7, by Tenant or Tenant's Employees and Controlled Persons, or (ii) into the air or into or on any land, sediment, or the waters adjacent to or near the Leased Premises or Wharf 7 by Tenant or its Employees and Controlled Persons in violation of the Environmental Legal Requirements that is discovered or occurs during the Term, Tenant shall:

(i) within two Business Days, notify Landlord by phone or e-mail, with written confirmation of such notification no later than 10 days after the escape of the substance, whether or not it causes damage or destruction to individuals, entities, or property and whether or not civil penalties or fines may be or have been incurred. The notice shall state the location and duration of the escape and the nature of the substance that escaped;

(ii) at its sole cost and expense, perform all relevant Environmental Cleanup with respect to such escape, release, or discharge;

(iii) in the event that the surface or subsurface of the Leased Premises or Wharf 7 is subsequently discovered to be contaminated with any Hazardous Material, which contamination was (A) as a result of the use of the Leased Premises during the Term by Tenant or Tenant's Employees and Controlled Persons or (B) not attributable to the action or inaction of Landlord or its invitees (including, without limitation, third parties utilizing Wharf 7), agents, or contractors and their respective employees, undertake Environmental Cleanup of such Hazardous Material contamination as provided above;

(iv) ensure that any Environmental Cleanup performed by Tenant pursuant to this Amended Lease does not unreasonably interfere with the current or future uses

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of the Leased Premises or other property of the Landlord. In the event of unreasonable interference, Tenant shall promptly endeavor to amend the Environmental Cleanup as necessary to minimize such interference (regardless of the time period elapsed since the start of the Environmental Cleanup).

(c) Permits. Tenant shall obtain and maintain in effect at all times during the Term all permits, licenses, registrations, plans, and consents required or necessary for (i) the construction, installation, maintenance, use, and operation of any Tenant's Improvements and (ii) Tenant's use and occupancy of and operations at the Leased Premises and Wharf 7. Tenant shall provide to Landlord copies of any operating permits (including any subsequent amendments thereof) upon reasonable request. Additionally, Tenant shall provide Landlord, concurrently with the submission to the relevant agencies or governmental entities, copies of any requests for non-administrative modifications to an existing permit.

(d) Particulate Control Measures. Tenant agrees to take all commercially reasonable measures or necessary measures as otherwise required by any applicable Legal Requirements, consistent with standard industry practices, to control particulates on the Leased Premises and Wharf 7 and to ensure compliance with statutes, rulings, rules, regulations, promulgations, directives, permits, certificates, or ordinances of any Governmental Entity that relate to air quality, provided that Tenant shall have no responsibility under this Section for the creation and control of dust on adjacent property and its migration onto the Leased Premises and Wharf 7.

Section 6.08. Consequences of Tenant's Violation of Environmental Legal Requirements.

(a) Tenant's violation of Legal Requirements, including Environmental Laws, pertaining to environmental matters or environmental requirements ("Environmental Legal Requirements") that may expose Landlord to fines or penalties as the owner of the Leased Premises or Wharf 7 shall be considered a default under this Amended Lease. Tenant shall timely pay all fines and penalties levied against Landlord that are attributable, in any way, to the violation by Tenant or its Employees and Controlled Persons of any Environmental Legal Requirements with respect to the Leased Premises or Wharf 7.

(b) In Landlord's sole and absolute discretion, it may elect to hold Tenant solely responsible, financially and otherwise, for any cleanup, repair, or similar action required by any Governmental Entity or quasi-governmental agency as a result of any release, storage, transport, generation, abandonment, or disposal in, on or under the Leased Premises or Wharf 7 by Tenant or Tenant's Employees and Controlled Persons, of Hazardous Materials or other materials subject to environmental regulation. Landlord and Landlord's representatives are authorized, subject to Tenant's reasonable safety and security requirements, to enter the Leased Premises or Wharf 7 at any time to inspect the cleanup or repair. Tenant shall keep Landlord apprised in reasonable detail of all efforts to perform the cleanup or repair of the Leased Premises or Wharf 7. Any such cleanup or repair by Tenant shall be without prejudice to Tenant's right to obtain contribution or other relief from any other party responsible in whole or in part for the applicable release, disposal or other event requiring such clean up or repair.

(c) If Tenant is required pursuant to this Amended Lease or by an Governmental Entity

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(other than Landlord or the Port Commission) to take action to comply with Environmental Legal Requirements, and Tenant fails to take such action within the time reasonably specified by Landlord or the relevant Governmental Entity or such other time to which Tenant and Landlord have agreed in writing, Landlord has the right, but not the obligation, to perform the action required to comply with such Environmental Legal Requirements. Landlord's performance of the actions provided in this Subsection will be made at Tenant's sole cost and expense, and Landlord is entitled to recover as Rent all costs and expenses incurred as a result of such performance by delivering an invoice to Tenant pursuant to Section 7.05. Any performance by Landlord pursuant to this Subsection shall not constitute a waiver of Landlord's rights, remedies, or recourses in connection with Tenant's failure to take any required action.

(d) In the event of a failure by Tenant to perform or complete the Environmental Cleanup, Tenant shall have a continuing obligation to conduct the Environmental Cleanup upon request from Landlord (regardless of the time period elapsed between the termination of this Amended Lease and Landlord's request to conduct the Environmental Cleanup), or Landlord may (at its option) conduct the Environmental Cleanup and to recover as Rent all costs and expenses incurred as a result of such performance by delivering an invoice to Tenant pursuant to Section 7.05 of this Amended Lease (regardless of the time period elapsed between the termination of this Amended Lease and Landlord's request to conduct the Environmental Cleanup).

Section 6.09. Consequences of Tenant's Violation of Security Legal Requirements. Tenant's violation of Legal Requirements pertaining to security matters or security requirements with respect to the Leased Premises ("Security Legal Requirements") shall be considered a default under this Amended Lease. Upon any such violation:

(a) Tenant shall timely pay all fines and penalties levied against Landlord as owner of the Leased Premises that are attributable, in any way, to violation by Tenant or its Employees and Controlled Persons of any Security Legal Requirements with respect to the Leased Premises.

(b) If Tenant fails to take the action(s) required to comply with Security Legal Requirements, and such failure continues for 12 hours after Tenant has received notice from Landlord to take such action, Landlord has the right, but not the obligation, to perform the action required to comply with the Security Legal Requirements. Landlord's performance of the actions contemplated in this Subsection will be performed at Tenant's sole cost and expense, and Landlord is entitled to recover as Rent all costs or expenses incurred as a result of such performance delivering an invoice to Tenant pursuant to Section 7.05 of this Amended Lease. Any performance by Landlord pursuant to this Section shall not constitute a waiver of Landlord's rights, remedies, or recourses in connection with Tenant's failure to take any required action.

Section 6.10. Dredging.

(a) Initial Dredging. Landlord and Tenant contemplate the requirement to dredge certain portions of the Leased Premises that are described on Exhibit "A-3" to this Amended Lease as identified as "Currently permitted Dredge Area Permit 1999-02499" (the "Dredge Area"). Landlord agrees that it shall perform an initial dredge of the Dredge Area within seven months after the Lease Commencement Date to a depth of not less than 45 feet below the mean low tide (the

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“Initial Dredge”). Such Initial Dredge shall be made at Tenant’s sole cost and expense as Additional Rent, pursuant to a cost agreement to be executed by Landlord and Tenant prior to the commencement of dredging.

(b) Periodic Maintenance of the Dredge Area. If additional dredging is required by Tenant during the Term, Tenant may request Landlord provide for dredging through Landlord’s dredging agreement with the Federal Government, or through Landlord’s contract prepared for other facilities at the Terminal. The performance of such dredging by Landlord will be subject to the acceptability and suitability of material dredged from the Dredge Area for deposit in a Landlord-managed placement area. Tenant will be responsible for sediment testing costs, dredge contract or dredge agreement costs (providing for dredging and other U.S. Army Corps of Engineers (the “Corps”) costs attributable or allocable to the Dredge Area dredging), placement costs and fees as determined by Landlord, and disposal of debris from the Dredge Area. Landlord does not guarantee providing a minimum depth of berthing areas, but will, at Tenant’s request, maintain the Dredge Area to a permitted depth on the schedule of dredging for Landlord’s facilities at the Terminal berths 1 through 5. Landlord will periodically survey the Dredge Area to determine available depth, and will report results to Tenant.

(c) Additional Dredging by Tenant. If additional dredging is required by Tenant during the Term, such dredging may be performed by Tenant in accordance with all applicable Legal Requirements and a Dredged Material Placement Agreement in substantially the form attached to this Amended Lease as Exhibit “H” and made a part hereof for all purposes. Tenant shall be solely responsible, financially and otherwise, for any maintenance dredging, dredged material placement, and any other additional dredging Tenant requires in connection with its Permitted Use of the Leased Premises or Wharf 7 and shall be financially responsible for the cost of disposing of any debris generated from any dredging undertaken by Tenant in connection with the Leased Premises and Wharf 7. Landlord does not guarantee the availability of any placement area for us by Tenant at times preferred by Tenant.

(d) Wharf 7 Expansion Dredging. Landlord acknowledges that the Contemplated Construction and additional improvements to Wharf 7 will require dredging of some or all of the Dredge Area. Landlord agrees to assist Tenant in such dredging in all reasonable respects, but at no additional cost to Landlord. Without limitation of the foregoing, Landlord agrees, (i) to the extent permitted by applicable law, to obtain necessary permits from the Corps for such dredging in Landlord’s name, *provided that* Tenant and Landlord execute an Agency Agreement, substantially in the form attached hereto as Exhibit “M,” and that Tenant pays the applicable costs incurred by Landlord; (ii) to request expedited permit action in accordance with Landlord’s agreement with the Corps, *provided that* Tenant pays for the applicable costs incurred by Landlord; and/or (iii) to include such dredging as part of Landlord’s contract for dredging with Orion Marine Group, Inc. or another third-party contractor, *provided that* Tenant pays the additional incremental costs incurred by Landlord for including such dredging as part of such contract.

(e) Underwater Areas. If any part of the Dredge Area is rendered underwater as a result of such dredging (such part being referred to as “Underwater Area”), Landlord and Tenant agree that the provisions of this Amended Lease that relate to restoration of the Leased Premises and

Wharf 7 following any casualty or condemnation or prior to redelivery of the Leased Premises and Wharf 7 to Landlord at the end of the Term shall not apply to any Underwater Area and that redelivery of Underwater Area to Landlord at the end of the Term shall be in its then-current underwater condition.

Article 7. Rent and Other Consideration.

Section 7.01. Base Rent.

(a) Payment of Base Rent. In consideration of Tenant's Improvements and the Contemplated Construction on the Leased Premises and Wharf 7, the total Base Rent payable by Tenant during the Construction Period is \$0. From and after the Operations Commencement Date, in consideration of Landlord leasing the Leased Premises and granting the Preferential Berthing Rights at Wharf 7 to Tenant, Tenant shall pay to Landlord the Monthly Base Rent for each calendar month during the Term.

(b) Wharf Improvement Expenditures. Tenant shall at all times keep and maintain full, complete, and appropriate books, records, and accounts of the cost of the Wharf 7 improvements constructed by Tenant ("Wharf 7 Improvements"). At the end of the Construction Period, Tenant shall provide to Landlord, for its approval, a spreadsheet setting forth the total cost of the Wharf 7 Improvements (the "Wharf 7 Improvement Expenditures") and providing reasonable detail in connection therewith, accompanied by copies of contracts, invoices, and cancelled checks or other receipts as required to complete the Wharf 7 Improvements (collectively, the "Wharf 7 Improvement Expenditures Statement"), and Tenant's certification that such Wharf 7 Improvement Expenditures Statement is a true and correct representation of the total cost of the Wharf 7 Improvements. The Wharf 7 Improvement Expenditures Statement shall be subject to Landlord's approval, which approval shall not to be unreasonably withheld, conditioned, or delayed. Landlord shall have the right to cause an audit of Tenant's records of the cost of the Wharf 7 Improvements, and all such books, records, and accounts shall be made available for such purpose at Tenant's corporate offices. If Landlord has reasonable objections to the Wharf 7 Improvement Expenditures Statement, Tenant shall resubmit the Wharf 7 Improvement Expenditures Statement correcting any items reasonably disapproved by Landlord; and such resubmitted Improvement Expenditures Statement shall be subject to Landlord's approval, which approval shall not to be unreasonably withheld, conditioned or delayed. If the Wharf 7 Improvement Expenditures reflected in the Wharf 7 Improvement Expenditures Statement, as approved by Landlord, total less than \$9 million, Tenant shall pay to Landlord, in addition to its first month of Base Rent due after the Operations Commencement Date, an amount (the "Improvement Incentive") equal to the difference between \$9 million and the Wharf 7 Improvement Expenditures. By way of example only, if the Wharf 7 Improvement Expenditures Statement, as approved by Landlord, evidences \$8.7 million of Wharf 7 Improvement Expenditures, Tenant shall pay to Landlord, in addition to other Rents due, an Improvement Incentive of \$300,000.

Section 7.02. Throughput Rent and Audit.

(a) Payment of Throughput Rent. Throughout the Term, Tenant shall pay Throughput Rent to Landlord, calculated as provided in this Amended Lease.

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(b) Annual Throughput Report. Within 30 days after the end of a Lease Year, Tenant shall report to Landlord Tenant's monthly and annual liquid bulk throughput and any gaseous-to-liquid barrel equivalent throughput determination for all Permitted Products transported over Wharf 7 and the North Dock for such Lease Year, reviewed by an independent inspector or certified metered read on either the shipping or receiving end, which shall be organized by month (each an "Annual Throughput Report").

(c) Audits.

(i) Landlord shall have the right to schedule, at any time and from time to time but upon not less than 30 days' prior written notice to Tenant, an audit of the business of Tenant at the Leased Premises and Wharf 7 for the purpose of verifying the accuracy of Tenant's Annual Throughput Report and calculation of Throughput Rent for any month within and the entirety of the Lease Year (each a "Throughput Audit"). Each Throughput Audit shall be conducted during Tenant's normal business hours at Tenant's corporate offices.

(ii) Throughput Historical Data. Books, records, accounts, cargo manifest data, and/or reports from Tenant's independent third-party provider of testing, inspection, and certification services, and any other such documentation relating to Tenant's Annual Throughput Rent (collectively, the "Throughput Historical Data") shall be made available to Landlord for the purposes of a Throughput Audit. For the purpose of enabling Landlord to perform the Throughput Audits, Tenant agrees to retain or cause to be retained its Throughput Historical Data for a minimum of four years.

(iii) Timing. No Throughput Audit may be requested by Landlord with respect to a given Lease Year more than three years after the date Landlord received Tenant's calculation of Throughput Rent for such Lease Year. Landlord may only conduct one Throughput Audit for a single Lease Year's calculation of Throughput Rent, except to the extent further Throughput Audit is reasonably needed to resolve any discrepancies between Tenant's Annual Throughput Report and the first audit.

(iv) Cooperation. Tenant shall cooperate with Landlord in all reasonable respects, at no additional cost to Tenant (it being understood between the parties that any additional administrative costs, such as electricity or overtime personnel shall not constitute an "additional cost"), in connection with each Throughput Audit. Such cooperation shall include, but is not limited to, making the Throughput Historical Data available to Landlord for on-site inspection at Tenant's corporate offices and answering reasonable inquiries concerning Tenant's throughput operations at the Leased Premises and Wharf 7. Landlord agrees that the Throughput Historical Data will not be removed by Landlord from its location, and Landlord shall only create such records as are reasonably required to conduct such Throughput Audit and report its results.

(v) Reconciliation. If Landlord concludes after a Throughput Audit that more or

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less Throughput Rent was owed with respect to the applicable Lease Year, Landlord shall report such findings to Tenant. The applicable party shall make the necessary payment (in the case of Tenant) or refund/credit (in the case of Landlord) to the other party within 30 days after such determination. In the event of a dispute regarding the amounts owed or the Throughput Audit findings and Landlord and Tenant are unable to agree on the proper amounts after negotiating in good faith, Landlord and Tenant agree to select an independent third-party mediator to help resolve any such disputes.

(vi) Confidentiality. Tenant shall be entitled to make appropriate redactions in the Throughput Historical Data that is provided to Landlord to the extent necessary to comply with applicable securities laws or the rules of any securities exchange, to comply with other applicable law, or to comply with confidentiality obligations of Tenant to another party; *provided, however*, that such redactions must be made in such a way as not to prevent Landlord from ascertaining the accuracy of Tenant's Annual Throughput Report and calculations of Throughput Rent. Landlord agrees to keep confidential all Throughput Historical Data provided to Landlord. Notwithstanding the foregoing, in the event that a third party requests that Landlord release such records in Landlord's possession, if any, pursuant to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552) (the "Public Information Act"), Landlord shall notify Tenant, and the parties shall use reasonable efforts to defend and protect such records from release to the requestor, pursuant to the provisions of the Public Information Act.

(vii) Costs. If Tenant's Annual Throughput Report or calculation of Throughput Rent is found by such Throughput Audit to be incorrect in an amount in excess of 1% of Throughput or Throughput Rent as reported by Tenant for any one Lease Year, Tenant shall pay on demand the reasonable cost of such audit; otherwise, the cost of such audit shall be paid by Landlord.

Section 7.03. North Dock Completion Incentive. Tenant may elect to undertake certain improvements to the North Dock to convert the North Dock to a ship dock. If (a) the North Dock has not been converted to an operational ship dock on or before the 15th anniversary of the Lease Commencement Date *and* (b) the aggregate total Throughput Rent paid to Landlord with respect to the first 15 Lease Years ("15-Year Throughput Amount") is less than \$25 million (the "Throughput Threshold"), then Tenant shall pay to Landlord an amount (the "North Dock Completion Incentive") equal to the amount by which the Throughput Threshold exceeds the 15-Year Throughput Amount. In no event, however, shall a North Dock Completion Incentive be owed by Tenant to Landlord if *either* (a) the 15-Year Throughput Amount exceeds the Throughput Threshold or (b) the North Dock is converted to an operational ship dock on or before the 15th anniversary of the Lease Commencement Date.

Section 7.04. Additional Rent; Other Amounts. Tenant shall pay to Landlord the Additional Rent and all other amounts provided for under this Amended Lease to be paid by Tenant during the Term.

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Section 7.05. Payment of Rent. Except as otherwise expressly provided in this Amended Lease, (a) all Monthly Base Rent shall be due and payable in advance monthly installments on the first day of each calendar month during the Term beginning with the Operations Commencement Date; (b) the Additional Rent shall be due and payable in accordance with Landlord's Tariffs; (c) the Throughput Rent shall be due and payable annually with the submission by Tenant to Landlord of the Annual Throughput Report; and (d) all other Rent shall be due and payable 30 days after Landlord provides Tenant with a written invoice therefor. Rent shall be paid to Landlord at its address for notice or to such other person or at such other address or wire account as Landlord may from time to time designate in writing in accordance with Section 22.10. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction, or offset. Landlord shall have no obligation to provide Tenant with written invoices or demands for payment of any Base Rent or Throughput Rent, and notwithstanding any payment terms on any invoices from Landlord to Tenant stating otherwise, all Rent shall be due as set forth in this Article 7. In no event shall any correspondence or documentation other than an amendment to this Lease, negotiated and executed by Landlord and Tenant, constitute a modification of the payment terms set forth in this Lease. Tenant shall have the right to contest in good faith any Rent claimed by Landlord to be owed by Tenant, provided (i) Tenant asserts such contest in writing, and (ii) that to the extent all or part of the applicable Rent is determined to be owed by Tenant, Tenant shall pay Landlord, in addition to the amount of such applicable Rent determined to be owed, interest on such amount at the Applicable Rate (as defined in Section 22.16) from the date such applicable Rent was originally due and payable until paid by Tenant.

Section 7.06. Delinquent Payments and Handling Charge. All Rent and other payments required of Tenant pursuant to this Amended Lease shall bear interest at the rate of interest specified in Section 22.16 from the date due until the date paid, whether or not any notice of payment default has been sent by Landlord to Tenant. If, however, the charges permitted under this Section, Section 22.16, or elsewhere in this Amended Lease—to the extent and only to the extent any or all of the same are considered to be interest under applicable law—exceed the maximum rate of interest allowable under applicable law, then the interest rate provided in this Amended Lease shall be equal to the maximum rate of interest then allowed under applicable law.

Section 7.07. Prepaid Rent and Security Deposit. Contemporaneously with the execution of this Amended Lease, Tenant shall provide to Landlord the amount of the Security Deposit as security for the full and timely performance by Tenant of its obligations under this Amended Lease. Landlord may apply any or all of the Security Deposit or any installment of Rent hereunder towards the payment of any sum or the performance of any obligation that Tenant was obligated, but failed, to pay or perform under this Amended Lease. Within 60 days after any such application by Landlord, Landlord shall notify Tenant in writing of the obligation to which such application was made and the amount of the Security Deposit so applied. If Landlord uses or applies any portion or all of the Security Deposit as set forth herein or the amount of the Security Deposit otherwise falls below the original amount of the Security Deposit, Tenant shall, within 20 days after demand by or invoice from Landlord (unless such invoice indicates a later due date), replenish or supplement the Security Deposit amount held by Landlord so that the amount of the Security Deposit is at least equal to the original amount of the Security Deposit. If Tenant fails or refuses to timely make such

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replenishment or supplement, Landlord shall have the same rights under this Amended Lease as it has with respect to Tenant's failure to timely pay a monthly installment of Base Rent. Without limiting the generality of the foregoing, upon the Expiration Date or earlier termination of the Term, Landlord shall not be obligated to return the Security Deposit until Tenant surrenders the Leased Premises to Landlord in accordance with Article 21, and Landlord may apply the Security Deposit or any installment of Rent hereunder to restore the Leased Premises to the condition required under Article 21. The Security Deposit shall not be considered an advance payment of Rent by Tenant or a measure of or a limit to Landlord's damages upon an Event of Default. Landlord is entitled to commingle the Security Deposit with its other funds, and Landlord is not and shall not be obligated to pay to Tenant interest on the Security Deposit.

(a) As-Built Deposits. Prior to or contemporaneous with submitting an Alterations Amendment Application (as defined in Section 8.04(b) below), Tenant shall provide a deposit to Landlord (the "As-Built Deposit")² as incentive for Tenant's full and timely performance of its obligation to provide As-Built Drawings for a Pipeline in the time and manner described in Article 8. Landlord is entitled to commingle the As-Built Deposit with its other funds, and Landlord is not obligated to pay interest to Tenant on the As-Built Deposit. An As-Built Deposit will be required in connection with each future Pipeline Alterations Amendment, pursuant to the terms of Section 8.04. Notwithstanding delivery by Tenant of any As-Built Deposit, Tenant has a continuing obligation to provide the associated As-Built Drawings to Landlord; and Tenant's failure to timely provide such As-Built Drawings as required pursuant to Article 8 shall be a default by Tenant under this Amended Lease. Within 60 days after delivery by Tenant to Landlord of As-Built Drawings for which an As-Built Deposit has been delivered, Landlord shall return such As-Built Deposit to Tenant. Landlord is entitled to commingle the As-Built Deposit with its other funds, and Landlord is not and shall not be obligated to pay to Tenant interest on the As-Built Deposit

Article 8. Construction, Ownership, and Operation of Improvements.

Section 8.01. Pipelines and Pipeline Licenses. Tenant understands and agrees that in order to obtain a Pipeline License, including a Pipeline License for any Non-Leased Premises Pipeline, it must submit an application for a Pipeline License with Landlord's Channel Development Department in accordance with Landlord's standard procedures for such Pipeline Licenses and that the grant of each Pipeline License is subject to separate approval by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant is solely responsible for the timely submittal of its initial application for Pipeline License and any subsequent renewal applications. Any plans and specifications for Tenant's proposed construction or installation of any Non-Leased Premises Pipelines or related improvements not located on the Leased Premises shall be in accordance with the Pipeline License(s) executed by Landlord and Tenant.

Section 8.02. Tenant's Improvements. Landlord must accept any plans and specifications

² On the Lease Commencement Date, the As-Built Deposit fee was \$2,500, which rate may be amended from time to time by Landlord.

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for Tenant's proposed construction or installation of any improvements, including Tenant's Improvements and the Contemplated Construction, on the Leased Premises or Wharf 7 in writing and in advance of any such construction or installation. Such acceptance by Landlord shall not be unreasonably withheld, conditioned, or delayed. Landlord and Tenant agree that the requirement for acceptance by Landlord of plans and specifications for any Tenant's Improvements or any Alterations or any Components, as applicable, shall apply only to the general overall plans and specifications for the applicable Tenant's Improvement, Alteration, or Component, as described on Exhibit "F" to this Amended Lease or material changes to such general overall plans and specifications (including material alterations to the footprint of the applicable improvements), once accepted by Landlord; and it is not intended by Landlord and Tenant that Landlord's acceptance be required for all plans and specifications for a given Tenant's Improvement, Alteration, or Component. Any such construction or installation of improvements shall be performed in a good and workmanlike manner, in substantial accordance with the previously accepted plans and specifications, and in compliance with all applicable Legal Requirements. Any installation of Leased Premises Pipelines must be made pursuant to the specifications and plans previously accepted by Landlord, which acceptance shall not be unreasonably withheld, conditioned, or delayed. Once Landlord has accepted the specifications and plans for a proposed improvement, such improvement constitutes a "Planned Improvement." Landlord's acceptance of the specifications and plans constitutes Landlord's consent for Tenant to install the accepted or approved Tenant's Improvements at any time during the Term. However, if Tenant desires to install a Leased Premises Pipeline in a manner or of a type materially inconsistent with such accepted or approved specifications or plans, then such installation, to the extent so changed, will constitute an Alteration rather than a Planned Improvement, and Tenant must first submit revised plans and specifications for such Alteration to Landlord for approval prior to commencing work on such Alteration, as provided in Section 8.04 below. Whenever Tenant elects to install any Planned Improvement, Tenant shall pay as Additional Rent the following fees to Landlord, in the amounts in effect at the time of making such Planned Improvement: (a) the application fee³ to cover Landlord's administrative costs (though no prior Landlord consent nor any amendment to this Amended Lease shall be necessary for a Planned Improvement) and (b) the As-Built Deposit fee as incentive for the full and timely performance by Tenant of its obligations to provide As-Built Drawings for the improvements constructed. Notwithstanding anything to the contrary in this Amended Lease, Tenant shall be required to pay only one application fee and one As-Built Deposit fee for any given project.

Section 8.03. Fill Material and Other Soils. Tenant shall test all fill used in the construction of Tenant's Improvements and any other soils brought by Tenant upon the Leased Premises or Wharf 7 for use thereon for the presence of Hazardous Materials and may not use fill that contains Hazardous Materials in amounts or concentrations that exceed those permitted by applicable Environmental Laws. Tenant shall provide a copy of all test results to Landlord within two Business Days of receipt of the results, except in the case of an Emergency, in which Tenant shall provide

³ On the Lease Commencement Date, the application fee was \$675.

Landlord with such test results as soon as practicable, but in no event more than 24 hours.

Section 8.04. Alterations.

(a) Except for any Planned Improvements and Alterations that have been accepted or approved by Landlord, Tenant shall not make, or permit to be made, any alteration, improvement, or addition to or install, or permit to be installed, any fixture or equipment in or on the Leased Premises or Wharf 7 without the prior written consent of Landlord. Landlord's consent to any such alteration, improvement, addition, or installation shall not be unreasonably withheld, conditioned, or delayed.

(b) Pipeline Alterations Amendments: Procedure. Notwithstanding Subsection (a) above or any other provision of this Amended Lease to the contrary, the parties agree that this Amended Lease was entered into with the intent that Pipelines and other Tenant's Improvements could be constructed at any time and from time to time during the Term (*i.e.*, Tenant is not required to construct all Planned Improvements at the same time), provided that such construction is performed in accordance with the specifications and plans accepted by Landlord. Additionally, the parties agree this Amended Lease was entered into with the intent that certain alterations of the Pipelines may be made during the Term to the components, numbers, and sizes of lines ("Alterations") (it being agreed, however, that minor changes, including pipe routing order or order within the same pipe rack or footprint, valve instrumentation, or wiring changes to ensure the Pipelines perform consistent with the intended functionality, changes to safety devices such as speakers or lighting to comply with Legal Requirements, and other minor changes that do not substantially alter the original agreed intent or footprint are not considered Alterations and do not require Landlord's approval). Such Alterations shall be permitted under the conditions and provisions set forth in this Amended Lease. Requests for Amendments to this Amended Lease for Alterations (an "Alterations Amendment") shall be in the form of a letter agreement setting out the conditions (an "Alterations Amendment Application") and shall be approved by Landlord's Managing Director – Real Estate and Channel Development Director. Such approval shall not be unreasonably withheld, conditioned, or delayed. This Section 8.04(b) applies only to Alterations (*e.g.*, new installations, removals, and relocations of the Pipeline route of Leased Premises Pipelines through the Leased Premises. Any alterations to Non-Leased Premises Pipelines, including the routing thereof, must be in accordance with the Pipeline License for the applicable Non-Leased Premises Pipeline.

(i) New Alterations During Term. Installations of racks and lines other than as previously included in Planned Improvements added to the Leased Premises during the Term ("Components") shall be performed in accordance with the then-current procedures and requirements of Landlord that are generally applicable to tenants of the Terminal and owners of real property subject to Landlord's jurisdiction.

(ii) Removals During Term. No refund or credit by Landlord shall be made to Tenant for portions of Rent under this Amended Lease when Components are removed. Removals of Components shall be performed in accordance with the terms of this Amended Lease.

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(iii) Relocations During Term. Tenant and Landlord agree that, prior to the relocation of any portion of any Leased Premises Pipeline or Component, Tenant will provide notice to and obtain approval from Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Relocations for purposes of this Section 8.04(b) (but not for Section 8.04(c)) refer to relocations desired by Tenant, but do not refer to changes in the order in which the underground Pipelines are laid in relation to one another from the locations or orders shown on the Tenant's plans.

(iv) Fees. The following fees, in the amounts in effect at the time, will be paid by Tenant as incentive for the full and timely performance of Tenant's obligation to provide As-Built Drawings for the requested Alterations component, and these fees will constitute Additional Rent at the time of each Alterations Amendment Application: (a) the application fee⁴ to cover Landlord's administrative cost for the amendment and (b) the As-Built Deposit. Within 60 days after delivery by Tenant to Landlord of As-Built Drawings for which an As-Built Deposit has been delivered, Landlord shall return such As-Built Deposit to Tenant.

(c) Pipeline Relocation Costs. If relocation, lowering or protection of a Leased Premises Pipeline is required in order for such Leased Premises Pipeline to comply with Legal Requirements, Tenant shall relocate, lower, or protect the applicable Lease Premises Pipeline or portion thereof within the Leased Premises by encasement or other means within 180 days after receiving notice from the Landlord. Any such relocations, lowerings, or protections shall be done at the sole expense of Tenant; provided, however, that if the applicable relocation, lowering or protection is required pursuant to a directive, regulation or other requirement of Landlord that was not applicable on the Lease Commencement Date, such relocation, lowering or protection shall be done at the sole expense of Landlord.

Section 8.05. Ownership and Removal of Improvements. Subject to the terms of this Section 8.05, Tenant's Improvements are the property of Landlord and shall, at Landlord's election, be (a) surrendered with the Leased Premises or Wharf 7 as part thereof on the Expiration Date or earlier termination of the Term, without any payment, reimbursement, or compensation to Tenant on account of such Tenant's Improvements or (b) removed by Tenant by the Expiration Date or earlier termination of the Term, at Tenant's sole cost and expense. Notwithstanding the foregoing, as a condition to Tenant's obligation to remove any of Tenant's Improvements by the Expiration Date or earlier expiration of the Term, Landlord shall deliver written notice to Tenant at least nine months prior to the Expiration Date setting forth Landlord's request for such removal and designating the Tenant's Improvements that are to be removed by Tenant. In the event of an earlier termination of this Amended Lease due to Tenant's default, Landlord shall give such notice to Tenant concurrently with Landlord's notice of termination. Tenant shall not remove any of the improvements to (or constituting a part of) the Leased Premises or Wharf 7 without the prior written consent of Landlord. Tenant shall remove the portions of Tenant's Improvements timely

⁴ The then-current application fee on the Lease Commencement Date was \$675.00.

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designated by Landlord to be removed pursuant to clause (b) of the first sentence of this Section and pursuant to the second sentence of this Section and all of Tenant's property not attached to (or constituting a part of) the Leased Premises and Wharf 7 (collectively, the "Removable Property") upon the expiration or earlier termination of the Term (or within 90 days after receipt of the notice, in the event of early termination due to Tenant's default); and Tenant shall repair all damage to the Leased Premises or Wharf 7, as applicable, caused by such removal. Notwithstanding the foregoing or anything to the contrary in this Amended Lease, in no event shall the Removable Property or any Tenant's Improvements that are required to be removed by Tenant include any hardscape, paving, poured concrete structures or installations, or underground pipes; provided, however, that any such underground pipes shall be drained, capped, and properly abandoned in place in accordance with applicable Legal Requirements. If Tenant fails to remove the Removable Property by the Expiration Date or earlier termination of the Term, then, at Landlord's election, (a) Tenant's rights, title, and interest in and to such Removable Property shall be vested in Landlord (without the necessity of executing any conveyance instruments), or (b) Landlord shall be entitled to remove and store such Removable Property as specified in Article 21 hereof. Notwithstanding the foregoing, Tenant shall have the right throughout the Term and without Landlord's consent, to remove and replace portions of Tenant's Improvements that have become obsolete or whose useful life has been exhausted, provided such removal and replacement does not materially alter the nature of the applicable Tenant's Improvements or materially change the footprint of such Tenant's Improvements; and upon such removal, the removed items shall no longer constitute a portion of Tenant's Improvements for purposes of this Section. Any replacements to Tenant's Improvements shall be installed in a good and workmanlike manner using materials and equipment of equal or greater value and utility than the materials and equipment that were replaced; and such replacements shall constitute a part of Tenant's Improvements unless expressly otherwise designated by Landlord, in its sole discretion.

Section 8.06. Condition of Leased Premises. Tenant acknowledges that Tenant has had the opportunity to and has independently and personally inspected the Leased Premises and Wharf 7 and that Tenant has entered into this Amended Lease based upon such examination and inspection. Tenant accepts the Leased Premises and Wharf 7 (to the extent acceptance of the Preferential Berthing Rights requires acceptance of Wharf 7) in their present condition, **AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED** (other than the warranty of quiet enjoyment under Article 18); specifically (without limiting the generality of the foregoing) without any warranty of (a) the nature or quality of any construction, structural design, or engineering of any improvements currently located at or constituting a portion of the Leased Premises or Wharf 7, (b) the quality of the labor and materials included in any such improvements, (c) the soil and environmental conditions existing at the Leased Premises or Wharf 7, or (d) the suitability of the Leased Premises and Wharf 7 for any particular purpose or use. Except as expressly provided in this Amended Lease, Landlord shall not be required to make any improvements to the Leased Premises or to repair any damages to the Leased Premises or Wharf 7.

Section 8.07. Repair, Maintenance, and Cleanup. At all times during the Term, Tenant shall maintain the Leased Premises and Wharf 7 in a good, clean, safe, operable, and well-kept condition at Tenant's sole cost and expense and without cost or expense to Landlord (except as otherwise

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expressly provided in this Amended Lease) and not commit or allow to remain any waste or damage to any portion of the Leased Premises or Wharf 7, ordinary wear and tear excepted. Repair and replacement of equipment and portions of Tenant's Improvements that are performed by Tenant in the ordinary course of business and in furtherance of Tenant's obligations under this Section 8.07 and which do not materially alter the nature of the applicable Tenant's Improvement(s) or materially change the footprint of such Tenant's Improvements shall not require Landlord's approval. If it is reasonably determined by Landlord during the Term that corrective actions are required by Landlord to bring the Leased Premises and/or Wharf 7 into compliance with Legal Requirements applicable to the Leased Premises, Tenant shall implement all necessary corrective actions within a reasonable time agreed to by Landlord and Tenant. On the Expiration Date or earlier termination of this Amended Lease, Tenant shall deliver the Leased Premises and Wharf 7 to Landlord in a good state of repair and workmanship, ordinary wear and tear excepted, in keeping with the repair and maintenance obligations of this Section 8.07.

Section 8.08. Laborers and Mechanics. Tenant shall pay for all labor and services performed for Tenant and materials used by or furnished to Tenant or any contractor employed by Tenant with respect to the Leased Premises and Wharf 7; and **TENANT SHALL HOLD LANDLORD AND THE LEASED PREMISES HARMLESS AND FREE FROM ANY LIENS, CLAIMS, ENCUMBRANCES, OR JUDGMENTS CREATED OR SUFFERED BY TENANT**. Unless removed as set forth in this Section, Tenant shall not suffer, create, or permit any mechanics' liens or other liens, claims, encumbrances, or judgments to be filed against the fee of the Leased Premises or Wharf 7, Tenant's leasehold interest in the Leased Premises or its Preferential Berthing Rights in Wharf 7, or any Tenant's Improvements or other improvements on the Leased Premises or Wharf 7 (including any Leased Premises Pipelines), by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises, Wharf 7, or parts thereof through or under Tenant. If any such liens, claims, encumbrances, or judgments are recorded or created against the Leased Premises, Wharf 7, or any improvements (including Tenant's Improvements or Leased Premises Pipelines) thereon, Tenant shall, within 60 days after notice thereof or within 15 days after Tenant is served with a complaint to foreclose such lien or Landlord advises Tenant in writing that Landlord has been served with such complaint (whichever is earlier), cause such lien to be removed or transfer the lien to a bond or other security, in accordance with the Texas Property Code. If Tenant in good faith decides to contest such lien, claim, encumbrance, or judgment, Tenant shall be privileged to do so, but in such case **TENANT HEREBY AGREES TO INDEMNIFY AND HOLD LANDLORD, THE LEASED PREMISES, AND WHARF 7 HARMLESS AND FREE FROM ANY LIABILITY FOR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, OCCASIONED THEREBY** and shall, in the event of a judgment of foreclosure upon any mechanic's lien, cause the same to be discharged and removed prior to the execution of such judgment. If Tenant elects to post a payment or performance bond or is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include Landlord as an additional obligee, unless Landlord cannot be so included on a commercially reasonable basis.

Section 8.09. Landlord's Improvements. Notwithstanding any provision to the contrary in this Amended Lease, Landlord retains the right, from time to time, to make improvements to the Leased Premises and Wharf 7, or to make improvements to other properties that may affect the

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Leased Premises or Wharf 7, provided that the construction and use of such improvements do not materially and adversely affect Tenant's current or reasonably anticipated future use and enjoyment of the Leased Premises and the Preferential Berthing Rights on Wharf 7 consistent with the Permitted Use and do not affect portions of the Leased Premises and Wharf 7 on which any Pipelines, Tenant's Improvements, or Planned Improvements (whether or not then constructed) exist or will be situated.

(a) Subject to the foregoing provisions of this Section, Landlord and Tenant understand and agree that (i) Tenant may not be able to occupy the surface area on which such improvements are located, (ii) such improvements, together with any improvements installed by Landlord pursuant to Section 9.01, shall not, in the aggregate, diminish the total area available for occupation by Tenant under this Amended Lease by more than 4% of the original total area of the Leased Premises on the Lease Commencement Date and shall not materially diminish the utility and configuration of the other portions of the Leased Premises or the exercise of the Preferential Berthing Rights on Wharf 7, and (iii) Tenant will not be entitled to any compensation or adjustment of Rent for any such diminishment.

Section 8.10. Connecting Pipelines. Landlord acknowledges that utilization and operation by Tenant of the Contemplated Construction and the Refrigeration Facility will require the construction by Tenant of not less than four new pipelines ("Off-Premises Pipelines"), each of which will have a nominal diameter of not more than 30 inches, to transport Permitted Products to and from the Leased Premises. Tenant agrees that the preferred primary routing for the Off-Premises Pipelines is as generally depicted as "Preferred Route" on Exhibit "I" to this Amended Lease, and that the secondary alternate routing for the Off-Premises Pipelines is as generally depicted as "Alternate Route" on Exhibit "I" to this Amended Lease. Landlord agrees to assist Tenant in all reasonable respects in connection with obtaining permits and rights of way for the Off-Premises Pipelines. Landlord agrees, throughout the Term, not to unreasonably withhold, condition, or delay any consent or approval that may be required from Landlord in connection with (i) approval of the plans and specification for the Off-Premises Pipelines, (ii) issuance of permits for the Off-Premises Pipelines, (iii) construction and operation of the Off-Premises Pipelines, or (iv) repair, replacement or relocation of the Off-Premises Pipelines, including and repair or relocation of the Off-Premises Pipelines that may be required following any casualty or condemnation affecting the Off-Premises Pipelines and/or the Leased Premises and/or the Refrigeration Facility, pursuant to Landlord's usual approval process for Pipeline Licenses. Tenant acknowledges and agrees that no Off-Premises Pipelines may be placed under or within unsafe proximity to the Terminal; and Landlord acknowledges and agrees that the routes as depicted on Exhibit "I" do not violate this requirement. For clarification, this restriction does not prohibit or preclude Tenant's placement of pipelines under its Refrigeration Facility or Refrigeration Facility Parcel, which pipelines are not subject to this Amended Lease or any Pipeline License between Tenant and Landlord.

Article 9. Security, Rail Service, Utilities, and Environmental Work.

Section 9.01. Security.

(a) Tenant shall, at its sole cost and expense, provide security and security-related improvements to the Leased Premises; conduct its operations as required by the U.S. Coast Guard (the "Coast Guard"), U.S. Customs and Border Protection, Landlord (in accordance with Legal Requirements imposed by Landlord), or other Governmental Entity; and cooperate with all such entities and Landlord with respect to homeland security matters. Subject to the limitation in Section 8.09(a), Tenant shall permit Landlord to make any improvements to the Leased Premises as are required by Landlord in connection with the security of the Leased Premises and any surrounding, nearby, or adjacent property of Landlord (including, but not limited to, Wharf 7); provided, that all such improvements shall be installed at Landlord's sole cost and expense, and further provided that the construction and use of such improvements shall not materially and adversely affect Tenant's current or reasonably anticipated future use and enjoyment of the Leased Premises consistent with the Permitted Use and shall not affect portions of the Leased Premises on which the Pipeline, Tenant's Improvements, or any Planned Improvements (whether or not then constructed) exist or will be situated. Tenant shall, at all times, comply with all Legal Requirements imposed by Landlord and other applicable security laws, rules, and regulations, including, without limitation: (i) the Maritime Transportation Security Act of 2002 (Pub. L. No. 107-295, 116 Stat. 2064), the SAFE Port Act of 2006 (Pub. L. No. 109-317, 120 Stat. 1884), and the regulations promulgated thereunder and (ii) the federal Transportation Worker Identification Credential ("TWIC") program.

(b) Without limiting any of Tenant's responsibilities and obligations under Section 9.01(a), Tenant shall, at its sole cost and expense: (i) file a Facilities Security Plan ("FSP") with, and obtain approval from, the Coast Guard in accordance with 33 C.F.R. Parts 101 and 105; (ii) designate a Facilities Security Office; (iii) staff and operate the terminal security gate on the Leased Premises; (iv) maintain in good repair the guardhouse and all security fences on the Leased Premises; (v) promptly perform all necessary maintenance and repairs on all security-related improvements on the Leased Premises; and (vi) conduct all operations on the Leased Premises in accordance with Tenant's FSP.

(c) Additionally, Tenant shall do the following:

(i) Confidentiality and Non-Disclosure Agreement. Upon the request of Landlord, Tenant agrees that it will sign a confidentiality and non-disclosure agreement in form and substance reasonably satisfactory to Landlord relating to security, security plans and procedures, security equipment, security access requirements, and other safety or security information pertaining to Landlord or its properties (including without limitation, the Leased Premises and Wharf 7).

(ii) Photographs, Drawings, and Other Information. Except in the ordinary course of Tenant's business, including preparation of plans for Tenant's Improvements, Tenant will not take photographs or make drawings, sketches, other representations, lists or notes of, or other information relating to, the Port of Houston or Landlord's property (other than the Leased Premises and Wharf 7)

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without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Except as required by applicable law, Legal Requirements, or as necessary in the ordinary course of Tenant's business, including preparation of plans for and/or construction of Tenant's Improvements, Tenant shall otherwise keep same confidential and not disclose them or allow their access to any other person without the express prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. The provisions of this Subsection shall not apply to photographs, drawings, sketches, other representations, lists or notes of, or other information that is in the public domain for reasons other than disclosure or dissemination by Tenant.

(iii) Compliance with TWIC Program and Other Federal Security Regulations. Tenant shall comply with the TWIC program and all requirements and regulations thereof, and all other federal security regulations, including any changes or amendments thereto that may be made from time to time, including without limitation the differing requirements at each Coast Guard maritime security (MARSEC) level. Tenant shall at all times conduct its operations on the Leased Premises and Wharf 7 in accordance with Tenant's FSP, as approved by the Coast Guard. Tenant shall be fully responsible for any notice of violation, warning, or other communication from the Coast Guard or other authority for failure to comply with such FSP, and Tenant shall immediately notify Landlord in writing of Tenant's receipt of such notice, warning, or other communication, unless such warning, notice, or other communication constitutes an Emergency, in which case Tenant shall immediately notify Landlord by phone at its Emergency number as set forth in Section 22.10(f).

(d) INDEMNIFICATION. In addition to any other indemnities given by Tenant under this Amended Lease, Tenant shall INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS from any failure of Tenant or its Employees and Controlled Persons to observe such TWIC regulations and other security regulations and access requirements and the requirements of this section, and TENANT SHALL FULLY REIMBURSE LANDLORD FOR ANY DAMAGES, FINES, FEES, OR PENALTIES INCURRED OR PAID BY LANDLORD ON ACCOUNT OF SUCH FAILURE.

(e) Rights and Remedies Cumulative. The rights of Landlord and duties and indemnifications of the Tenant in this Section 9.01 are cumulative and in addition to such other rights and remedies of Landlord for default and/or violation of Tenant's duties under this Amended Lease.

Section 9.02. Rail Service. Tenant may, at its sole cost and expense, provide for railroad services to the Leased Premises. Tenant shall be responsible for all costs and charges incurred for railroad services during the Term and agrees to pay all costs and charges promptly as they accrue and to PROTECT, INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY SUCH COSTS AND CHARGES. To the extent Landlord, at Tenant's request (which request may be approved or denied by Landlord at its sole and absolute discretion), provides

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any such services to the Leased Premises or Wharf 7 or pays the cost for any such services, Tenant shall pay to Landlord the cost of such services as Rent upon receiving an invoice pursuant to Section 7.05.

Section 9.03. Utilities. Tenant shall, at its sole cost and expense, provide for the servicing of the Leased Premises or Wharf 7 with any utilities or similar services used in or on the Leased Premises or Wharf 7, as specified in accordance with plans and specifications accepted by Landlord, which acceptance shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be responsible for all costs and charges incurred in providing utility services during the Term and shall pay all such costs and charges promptly as they accrue and to PROTECT, INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY FOR ALL SUCH COSTS AND CHARGES. To the extent Landlord, at Tenant's request, provides any such services to the Leased Premises or Wharf 7 or pays the cost for any such services, Tenant shall pay to Landlord the cost of such services as Rent upon receiving an invoice pursuant to Section 7.04.

(a) Water Service by Landlord. At Tenant's request, Landlord may provide water utilities to the Leased Premises. If such service is provided by Landlord to Tenant at Tenant's request, Tenant agrees to reimburse Landlord's actual and reasonable costs for an infrastructure in relation to such services, including, but not limited to, the installation of backflow preventers and water meters; provided, however, that if such infrastructure serves facilities in addition to the Leased Premises and Wharf 7, Tenant's reimbursement obligation shall be only with respect to Tenant's proportionate share of such infrastructure costs, as reasonably agreed upon by Landlord and Tenant. Additionally, Tenant agrees to reimburse Landlord, as Rent, for its pro rata share of Landlord's cost or such other lower rate as Landlord and Tenant may agree in writing. If such water service is provided by Landlord to Tenant, the parties agree to negotiate in good faith a reasonable maximum for Tenant's water usage.

Section 9.04. Environmental Work and Training Requirement. Except as expressly required or permitted by the terms of this Amended Lease, Tenant shall provide written notice to Landlord prior to beginning any environmental work on the Leased Premises or Wharf 7, including, but not limited to: (a) removing, adding, or relocating soil; (b) creating, draining, or filling water areas; and (c) discharging solid or liquid materials onto the Leased Premises or Wharf 7. Except as expressly required or permitted by the terms of this Amended Lease, Tenant shall not perform any such work without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall, at its sole cost and expense, comply with all Environmental Legal Requirements in performing such work. Tenant's Operations Supervisor shall attend the minimum number of Landlord environmental awareness training classes per year that are mandated by Landlord during such Lease Year for all similarly situated tenants from time to time during the Term. On Lease Commencement Date, three such training classes per year were mandated by Landlord for all similarly situated tenants.

Article 10. Impositions. During the Term, Tenant shall pay or cause to be paid any Impositions prior to the date they become due. Impositions that are payable by Tenant for the year the Commencement Date occurs and during the year the Term ends shall be apportioned so that Tenant shall pay its proportionate share of the Impositions payable only for such periods of time as fall

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within the Term. When any Imposition that Tenant is obligated to pay may be paid pursuant to law in installments, Tenant may pay such Imposition in installments as and when each installment becomes due. Tenant shall deliver to Landlord evidence of payment of all Impositions Tenant is obligated to pay, concurrently with the making of each payment. Within 60 days after the payment of any Imposition, Tenant shall deliver to Landlord copies of the receipted bills or other evidence reasonably satisfactory to Landlord showing such payment.

Article 11. Transfer by Tenant.

Section 11.01. General. Tenant shall not effect or suffer any Transfer without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed; it being understood that Landlord may take into account the operating expertise and credit standing of the proposed Transferee. Any attempted Transfer without such consent shall be void and of no effect. If Tenant desires to effect a Transfer, it shall deliver written notice of the proposed Transfer to Landlord in advance of the date on which Tenant proposes to make the Transfer, together with all of the terms of the proposed Transfer and the identity of the proposed Transferee. Landlord shall have 90 days following final receipt of the notice and information within which to notify Tenant in writing whether Landlord elects (a) to refuse to consent to the Transfer and to continue this Amended Lease in full force and effect as to the entire Leased Premises and Wharf 7 or (b) to permit Tenant to effect the proposed Transfer. Landlord's failure to respond to Tenant within 90 days shall be deemed a denial of Tenant's request without prejudice. The consent by Landlord to a particular Transfer shall not be deemed a consent to any other Transfer. If a Transfer occurs without the prior written consent of Landlord as provided in this Section 11.01, Landlord may nevertheless collect rent from the Transferee and apply the net amount collected to the Rent; but such collection and application shall not constitute a waiver of the Lease provisions or a release of Tenant from the further performance of its obligations under this Amended Lease.

Section 11.02. Conditions. The following conditions shall automatically apply to each Transfer, without being stated in or referred to in Landlord's written consent:

(a) Tenant shall execute, have acknowledged, and deliver to Landlord and cause the Transferee to execute, have acknowledged, and deliver to Landlord, an instrument in form and substance acceptable to Landlord in which (i) the Transferee adopts this Amended Lease and assumes and agrees to perform, jointly and severally with Tenant, all of the obligations of Tenant, as to the leasehold interests and Preferential Berthing Rights transferred to it; (ii) Tenant subordinates to Landlord's statutory lien, contract lien, and security interest any liens, security interests, or other rights which Tenant may claim with respect to any property of the Transferee; (iii) Tenant agrees with Landlord that, if the rent or other consideration due by the Transferee exceeds the Rent, then Tenant shall pay Landlord all such excess rent and other consideration immediately upon Tenant's receipt thereof; (iv) the Transferee agrees to use and occupy the Leased Premises and use the Preferential Berthing Rights at Wharf 7 solely for the purposes permitted under this Amended Lease and otherwise in strict accordance with this Amended Lease; and (v) Tenant acknowledges and agrees in writing that, notwithstanding the Transfer, Tenant remains directly and primarily liable for the performance of all the obligations of Tenant (including, without limitation, the obligation to pay all Rent), and Landlord shall be permitted to enforce this Amended Lease against Tenant, or the

Transferee or both of them without prior demand upon or proceeding in any way against any other persons; and

(b) Tenant shall deliver to Landlord a counterpart of all instruments relative to the Transfer executed by all parties to the transaction (except Landlord).

Section 11.03. Assignments to Related Entities. Notwithstanding anything herein, in the event Tenant subleases or assigns all or any portion of its interest in this Amended Lease, the Leased Premises, or the Preferential Berthing Rights to a Related Entity, as defined in Section 3.28(a) (an "Affiliated Assignee"), Tenant shall remain directly and primarily liable for the performance of all obligations of Tenant (including, without limitation, the obligation to pay all Rent), and Landlord shall be permitted to enforce this Amended Lease against either or both of Tenant and its Affiliated Assignee without prior demand upon or proceeding in any way against the other party. Tenant hereby agrees that if such Affiliated Assignee to whom Tenant has subleased or assigned all or any portion of its interest in this Amended Lease, the Leased Premises, or the Preferential Berthing Rights rejects (whether a deemed rejection due to the inaction of the Affiliate Assignee or a rejection upon motion of the Affiliated Assignee or its trustee) this Amended Lease in a proceeding pursuant to the Bankruptcy Code, such rejection shall only be effective as to the Affiliated Assignee, and Tenant's obligations under this Amended Lease shall continue as though the sublease or assignment had never occurred, and Tenant shall be entitled to possession and use of the Leased Premises and the Preferential Berthing Rights, subject to the terms and conditions of this Amended Lease, for the remainder of the Term, without regard to any such rejection or deemed rejection of this Amended Lease.

Section 11.04. Liens. Without in any way limiting the generality of the foregoing, Tenant shall not grant, place, or suffer, or permit to be granted, placed, or suffered, against all or any part of the Leased Premises, Wharf 7, Tenant's leasehold estate created hereby, or its interest in the Preferential Berthing Rights, any lien, security interest, pledge, conditional sale contract, claim, charge, or encumbrance (whether constitutional, contractual, or otherwise), other than the lien for current ad valorem taxes that are not yet due and payable, and if any of the aforesaid does arise or is asserted, Tenant shall promptly upon demand by Landlord and at Tenant's sole cost and expense, cause same to be released or bonded against.

Article 12. Access by Landlord.

Section 12.01. General Access. Landlord, its Employees and Controlled Persons, and other representatives ("Landlord's Designees") shall have the right to enter the Leased Premises, subject to compliance by the Landlord's Designees with the provisions of Article 9 (excepting Section 9.01(d)) and, subject to Tenant's reasonable safety and security requirements, (a) to inspect the Leased Premises; (b) to access any public safety facilities located on the Leased Premises (*e.g.*, access by Landlord's Designees to electrical substations on the Leased Premises or Landlord's fire department to water pumps for inspection or use); (c) to show the Leased Premises to prospective tenants during the last year of the Term or after any notice of early termination has been sent by either Tenant or Landlord to the other party; or (d) to determine whether Tenant is performing its Lease obligations and, to the extent permitted under this Amended Lease, to perform obligations of

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Tenant, if Landlord so elects. In an Emergency situation, Landlord and Landlord's Designees may enter the Leased Premises outside of normal business hours and use any means to open any door into or in the Leased Premises without incurring any liability.

Section 12.02. Right of Access. Entry into the Leased Premises by Landlord or Landlord's Designees for any purpose permitted under this Amended Lease shall not constitute a trespass or an eviction (constructive or otherwise) or entitle Tenant to any abatement or reduction of Rent or constitute grounds for any claim against Landlord (and TENANT HEREBY WAIVES ANY SUCH CLAIM) for damages for any injury to or interference with Tenant's business, for loss of occupancy or quiet enjoyment, or for consequential damages. TENANT EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES SPECIFIED IN THIS SECTION 12.02 THAT MAY RESULT FROM ENTRY INTO THE LEASED PREMISES BY LANDLORD AND ITS PORT COMMISSIONERS AND EMPLOYEES.

Article 13. Insurance.

Section 13.01. Coverage Requirements.

Tenant shall obtain and maintain throughout the Term the following policies of insurance:

(a) (as applicable) Property Insurance, including boiler and machinery coverage, on any improvements to or constituting a part of the Leased Premises with sufficient limits to provide coverage for the full insurable value thereof. Coverage shall be written on an "all-risks" basis and contain a reconstruction cost endorsement or similar provision. "Full insurable value" for the purposes of this Subsection means the actual reconstruction value. This value shall be confirmed from time to time (but not more frequently than the policy renewal dates) at the request of Landlord, by a third party with the skills and expertise for future appraisals mutually agreeable to Landlord and Tenant;

(b) Commercial General Liability (CGL) coverage, including premises operations, independent contractors, products and completed operations, personal injury, bodily injury, blanket contractual liability, explosion, collapse and underground hazards, sudden and accidental pollution and broad-form property damage occurring in or about the Leased Premises, for \$1,000,000 per occurrence and a 12-month aggregate policy limit of \$2,000,000;

(c) business automobile liability insurance (for automobiles used by Tenant, including coverage for all owned, non-owned, and hired/leased vehicles) with minimum limits of \$1,000,000 per occurrence;

(d) umbrella liability insurance with minimum limits of \$50,000,000 (over and above the limits of liability on the underlying policies specified in clauses (b) and (c) above) with respect to bodily injury or death to any number of persons in any one accident or occurrence; and

(e) workers' compensation insurance with statutory limits, employer's liability coverage with limits of \$1,000,000 for any one accident, and in accordance with the Longshore & Harbor Workers' Compensation Act, if applicable.

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Section 13.02. Additional Policy Requirements.

(a) The minimum insurance coverage amounts set forth in Section 13.01 above may be increased from time to time if required to comply with applicable law.

(b) Each liability policy or any endorsement thereto, except those for worker's compensation and employer's liability, shall name Landlord and its commissioners, officers, employees, agents, and other legal representatives as additional insureds, as to all applicable coverage with respect to operations and activities of, or on behalf of, the named insured performed hereunder.

(c) Tenant's workers' compensation and employers' liability policies each must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against Landlord or its commissioners, officers, employees, agents, and other legal representatives.

(d) Each policy must contain an endorsement that such policy is primary insurance to any other insurance or self-insurance available to Landlord, but only to the extent of the liabilities assumed hereunder by Tenant, with respect to claims arising hereunder.

(e) Tenant shall be entitled to purchase and maintain the insurance required under this subsection under so-called "blanket policies," provided the coverage thereunder is at least equal to the levels contained herein and is otherwise adequate and in keeping with prudent underwriting standards.

(f) The issuer of each policy shall have an A.M. Best Company financial rating of not less than A- (or a similar rating by a comparable service) and be licensed to do business in the State of Texas or be placed with Lloyds Underwriters or another financially sound insurance carrier agreeable to Landlord.

(g) Tenant shall immediately notify Landlord of any cancellation, termination, or material modification of required insurance coverage.

(h) Landlord and Tenant shall meet at intervals of a minimum of 10 years to review the types and limits of insurance coverage required under this Amended Lease. The purpose of such review is to consider the types of loss exposures related to Tenant's activities on the Leased Premises and Wharf 7, the risk of loss, any claim history, and any applicable Legal Requirements to ensure the appropriate types and limits of coverage are maintained.

Section 13.03. Deductible Claims or Losses. Tenant shall assume and bear any claims or losses to the extent of deductible or self-insured amounts and waives any claim it may ever have for the same against the Landlord and its commissioners, officers, employees, agents, and other legal representatives in respect of any covered event, but only to the extent of the liabilities assumed hereunder by Tenant.

Section 13.04. Landlord Remedies with Respect to Insurance Requirements. If Tenant fails to maintain the insurance or fails to secure and maintain the endorsements required under this

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Article 13, Landlord may obtain such insurance on Tenant's behalf, and Tenant shall pay the premiums therefore; however, Landlord's procurement of such insurance is an alternative to other remedies Landlord may have and is not Landlord's exclusive remedy for Tenant's failure to maintain said insurance or secure such endorsement.

Section 13.05. Proof of Insurance. Prior to the Commencement Date, Tenant shall provide proof of insurance, in a manner reasonably acceptable to Landlord and in accordance with the laws of the State of Texas, reflecting that the terms of this Article 13 have been met. Notwithstanding the proof of insurance requirements set forth in this Subsection, Tenant, throughout the Term, continuously and without interruption, shall maintain in force the required insurance coverages set forth in this Article.

Section 13.06. Contractor's Insurance Requirements. Prior to commencement of construction or alterations, Tenant shall require contractors to maintain insurance coverage in limits and scope consistent with the nature of work performed. Upon Landlord's request, Tenant shall provide Landlord with a current proof of insurance, in a manner acceptable to the Landlord, from each contractor or subcontractor operating within the Leased Premises. Proof of insurance shall set forth the types and levels of insurance currently maintained by such contractors or subcontractor.

Section 13.07. No Limitation. Nothing contained in this section shall be construed as limiting or defining the obligations of Tenant as set forth elsewhere in this Amended Lease.

Article 14. INDEMNITY AND RELEASE.

Section 14.01. INDEMNITY. TENANT SHALL INDEMNIFY, DEFEND (UPON THE LANDLORD'S REQUEST), AND HOLD HARMLESS LANDLORD AND ITS LANDLORD'S COMMISSIONERS, OFFICERS, AND EMPLOYEES (COLLECTIVELY WITH LANDLORD, THE "LANDLORD INDEMNITEES") FROM AND AGAINST ALL CLAIMS, LAWSUITS, ACTIONS, PROCEEDINGS, LOSSES, COSTS, DAMAGES, INJURIES, ASSESSMENTS, FINES, PENALTIES, LIENS, REASONABLE ATTORNEYS' FEES AND COURT COSTS, OR AWARDS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOSS OF OR DAMAGE TO LANDLORD'S REAL OR PERSONAL PROPERTY OR ITS BUSINESS OPERATIONS (REGARDLESS OF WHETHER A THIRD PARTY ASSERTS A CLAIM) AND THE LOSS OF OR DAMAGE TO ANY PROPERTY, OR INJURY TO OR DEATH OF ANY PERSON, ASSERTED BY ANY PERSON, FIRM, GOVERNMENTAL AGENCY, OR CORPORATION WHOMSOEVER (INCLUDING, WITHOUT LIMITATION, TENANT AND ITS EMPLOYEES AND CONTROLLED PERSONS AND LANDLORD'S INDEMNITEES, INCLUDING SURVIVORS CLAIMING UNDER THE WRONGFUL DEATH STATUTE) THAT RELATE TO, ARISE OUT OF, OR ARE OTHERWISE CONNECTED WITH (A) ANY INJURIES TO OR DEATH OF ANY PERSON OCCURRING ON OR BY REASON OF THE PERSON'S PRESENCE WITHIN THE LEASED PREMISES OR WHARF 7 DURING THE TERM OF THIS AMENDED LEASE; (B) ANY ACTIVITIES, OPERATIONS, OR OMISSIONS OF OR ON BEHALF OF TENANT (OR ONE OF ITS EMPLOYEES AND CONTROLLED PERSONS) ON THE LEASED PREMISES OR WHARF 7 DURING THE TERM OF THIS AMENDED LEASE; (C) ANY VIOLATION BY TENANT DURING THE TERM OF THIS AMENDED LEASE OF ANY LEGAL REQUIREMENT APPLICABLE TO THE LEASED PREMISES, WHARF 7, OR TENANT'S BUSINESS OPERATIONS THEREON, INCLUDING, BUT NOT LIMITED TO, THE VIOLATION OF ANY

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ENVIRONMENTAL LAW OR REGULATION; OR (D) THE ESCAPE, RELEASE, MIGRATION, EXPLOSION, BURNING, INHALATION OF, OR EXPOSURE TO ANY HAZARDOUS MATERIALS LOCATED ON OR ORIGINATING FROM THE LEASED PREMISES, TENANT'S OPERATIONS ON THE LEASED PREMISES, OR FROM WHARF 7 (BUT ONLY TO THE EXTENT SUCH IS THE RESULT OF THE EXERCISE OR UTILIZATION BY TENANT OF THE PREFERENTIAL BERTHING RIGHTS ON WHARF 7 AND IS NOT ATTRIBUTABLE TO SUBORDINATE LAYBERTHING OPERATIONS ON WHARF 7 PURSUANT TO THIS AMENDED LEASE) (ALL OF THE FOREGOING, COLLECTIVELY, "LIABILITIES" AND EACH INDIVIDUALLY A "LIABILITY"), SAVE AND EXCEPT AND ONLY TO THE EXTENT ANY SUCH LIABILITY IS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY THIRD PARTY OTHER THAN ANY LANDLORD INDEMNITEE ("EXCLUDED THIRD PARTY") THAT, WHEN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH EXCLUDED THIRD PARTY OCCURS OR ARISES, IS PRESENT ON WHARF 7 OR THE LEASED PREMISES AS THE AGENT, REPRESENTATIVE, INVITEE OR CONTRACTOR OF LANDLORD OR THEIR RESPECTIVE EMPLOYEES. WHERE ANY LIABILITY IS THE RESULT OF THE JOINT NEGLIGENCE (WHETHER SIMPLE, GROSS, ACTIVE OR PASSIVE), STATUTORY LIABILITY, STRICT LIABILITY OR WILLFUL MISCONDUCT OF TENANT AND/OR TENANT'S EMPLOYEES AND CONTROLLED PERSONS, ON THE ONE HAND, AND ONE OR MORE EXCLUDED THIRD PARTIES, ON THE OTHER HAND, TENANT'S DUTY OF INDEMNIFICATION HEREUNDER WITH RESPECT TO SUCH LIABILITY SHALL LIMITED TO A PROPORTION OF SUCH LIABILITY EQUAL TO THE SHARE OF SUCH JOINT NEGLIGENCE (WHETHER SIMPLE, GROSS, ACTIVE OR PASSIVE), STATUTORY LIABILITY, STRICT LIABILITY OR WILLFUL MISCONDUCT THAT IS ALLOCABLE TO THE TENANT AND TENANT'S EMPLOYEES AND CONTROLLED PERSONS AND NOT TO ANY EXCLUDED THIRD PARTY. LANDLORD AND TENANT AGREE THAT FOR PURPOSES OF THIS SECTION 14.01, ANY THIRD PARTY THAT IS UTILIZING WHARF 7 DURING A PERIOD WHEN TENANT IS NOT EXERCISING THE PREFERENTIAL BERTHING RIGHTS SHALL BE DEEMED TO BE AN EXCLUDED THIRD PARTY, AND SHALL NOT BE DEEMED TO BE TENANT'S EMPLOYEE OR CONTROLLED PERSON, WHILE SO ENGAGED IN UTILIZING WHARF 7.

Section 14.02. Procedures. Within 10 Business Days after becoming aware of any possible Liability, Landlord shall transmit to Tenant a written notice describing in reasonable detail the nature of the possible Liability and a copies of all notices delivered to any Landlord Indemnatee and papers served on any Landlord Indemnatee with respect to such possible Liability. Within 30 days of its receipt of such notice of possible Liabilities, Tenant must assume and control the defense of such Liabilities, unless Tenant disputes in good faith that the possible Liability is a Liability or Landlord has notified Tenant that Landlord has elected to assume the defense of such Liabilities as provided below. A delay in tendering the notice of any Liabilities shall not affect or limit Landlord Indemnitees' rights of indemnity under this Amended Lease, except to the extent Landlord's delay in notifying Tenant of a possible Liability is materially prejudicial to Tenant's defense of such Liabilities. Landlord may elect to defend any possible Liabilities if Landlord, in good faith, determines that there is a conflict of interest (or a reasonable likelihood for a conflict of interest) between any of the parties involved in the Liabilities (*e.g.*, if the respective negligence of the parties hereto is at issue). Under such circumstances, Landlord may elect to defend any such Liabilities on Landlord Indemnitees' behalf. Likewise, if Tenant elects not to defend against any such Liabilities on behalf of Landlord Indemnitees, then it shall promptly so notify Landlord and, in such event,

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Landlord shall then be entitled, at its option, to assume and control the defense of such Liabilities through counsel of its choice. If either Tenant does not elect to conduct the defense or Landlord chooses to control its own defense as provided in this Section, then Tenant shall reasonably cooperate with Landlord in such defense. Notwithstanding anything in this Amended Lease, if Tenant is controlling the defense of Liabilities, Landlord may participate in such defense with counsel of its choice at its own expense. Tenant may not settle any Liabilities being defended on behalf of Landlord Indemnitees without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned. If Landlord refuses to consent to the monetary portion of any settlement of Liabilities requested by Tenant, the amount of such Liabilities that is subject to the indemnification provisions of Section 14.01 shall be the lesser of (a) the amount of the settlement accepted or proffered by the third party or (b) the actual amount of such Liabilities.

Section 14.03. MUTUAL WAIVER. IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO ONE ANOTHER FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THIS AMENDED LEASE; PROVIDED, HOWEVER, THAT FOR PURPOSES OF THIS SECTION 14.03, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OWED TO NON-AFFILIATED THIRD PARTIES THAT ARE ALLOCATED AMONG THE PARTIES PURSUANT TO THIS AMENDED LEASE, IN EACH CASE, SHALL BE CONSIDERED DIRECT DAMAGES AND NOT CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

Section 14.04. Survival. This Article 14 shall survive the Expiration Date or the earlier cancellation or termination of the Term of this Amended Lease.

Article 15. Casualty Loss.

Section 15.01. Notice of Damage. Tenant shall immediately notify Landlord of any destruction of or damage to the Leased Premises or to Wharf 7.

Section 15.02. Tenant's Obligation to Restore.

(a) If all or any part of the improvements located on (or constituting a part of) the Leased Premises or Wharf 7 (including any Alterations or Pipelines) are destroyed or damaged by any casualty during the Term, following Landlord's prior written acceptance of the specifications and plans for restoration of such improvements, which acceptance shall not be unreasonably withheld, conditioned, or delayed, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the improvements to the condition in which the destroyed or damaged portion existed prior to the casualty. Notwithstanding the foregoing or anything to the contrary in this Amended Lease, if restoration by Tenant of any improvements (including, without limitation, any improvements made by Tenant to Wharf 7 and/or the restoration by Tenant of Wharf 7 in accordance with the provisions of Section 15.03 or the restoration of any Leased Premises Pipelines) will be substantially in accordance with the specifications and plans for

such improvements previously accepted or approved by Landlord (or, with respect to Wharf 7, the specifications and plans previously used for Wharf 7) and Legal Requirements applicable to design have not materially or substantially changed with respect to such improvements on the Leased Premises or Wharf 7 (as applicable) from the time of the original acceptance of the specifications and plans to the time of the casualty, Landlord shall be deemed to have accepted the specifications and plans for such restoration; however, Tenant shall nonetheless provide such specifications and plans to Landlord at least 15 days prior to commencing such restoration. If restoration by Tenant of any improvements will not be substantially in accordance with the specifications and plans for such improvements previously accepted by Landlord (or, with respect to Wharf 7, the specifications and plans previously used for Wharf 7) or Legal Requirements applicable to design have materially or substantially changed with respect to such improvements on the Leased Premises or Wharf 7 (as applicable) from the time of the original approval of the specifications and plans to the time of the casualty, Landlord shall provide its acceptance of the specifications and plans for such restoration or the reasons for denial of such acceptance (with reasonable detail) to Tenant within 30 days after submission to Landlord by Tenant of the specifications and plans for the applicable restoration; and if Landlord does not either accept the specifications and plans submitted by Tenant or provide Tenant with the reasons for denial of such acceptance (with reasonable detail) within such 30-day period (or such longer time as to which Landlord and Tenant have agreed in writing), Tenant shall issue a second request for acceptance of such specifications and plans to Landlord. If within 30 days after submission to Landlord of any second (or subsequent) request for acceptance of the specifications and plans for the applicable restoration Landlord does not either accept such specifications and plans submitted by Tenant or provide Tenant with the reasons for denial of such acceptance (with reasonable detail), then Landlord shall be deemed to have accepted the applicable specifications and plans. Tenant will perform any restoration with at least as good workmanship and quality as the improvements being restored. Notwithstanding the foregoing provisions of this Section or anything else in this Amended Lease to the contrary, if any such improvements damaged or destroyed by any casualty are so damaged or destroyed that it would be uneconomical for Tenant to cause the same to be restored (taking into account the amount of the applicable damage or destruction, the cost and period of time necessary to effect restoration, and the duration of the then remaining Term), then Tenant shall not be obligated to restore such improvements and the provisions of Section 6.01(b) shall not apply with respect to the affected portion of the improvements; *except, however*, to the extent the casualty was caused by structural or integral defects to the Leased Premises or Wharf 7 resulting from Tenant's construction upon or rebuilding of the Leased Premises or Wharf 7, Tenant shall be liable to Landlord for the amount of the improvement value lost as a result of such casualty.

Section 15.03. Wharf 7 Restoration.

(a) If all or any part of Wharf 7 is destroyed or damaged by a casualty during the Term, Landlord shall as soon as practicable provide Tenant with the specifications and plans previously accepted for Wharf 7 (if such had not already been provided), and Tenant shall obtain and furnish to Landlord a written estimate (a "Reconstruction Estimate") of the total cost of such reconstructing Wharf 7 and any improvements placed or constructed by Tenant on Wharf 7, prepared by a qualified marine contractor selected by Tenant and reasonably acceptable to Landlord. The

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Reconstruction Estimate shall include separate breakdowns of (i) the estimated cost to restore the portion of Wharf 7 (the "Base Wharf Improvements") that does not include improvements placed or constructed by Tenant on Wharf 7 and (ii) the estimated cost to restore the improvements placed or constructed by Tenant on Wharf 7. During the period from the date of the applicable destruction or damage to Wharf 7 until completion of restoration of Wharf 7, the Monthly Base Rental and Additional Rental payable by Tenant shall be equitably reduced to reflect the diminished utility of the Leased Premises and the Preferential Berthing Rights to Tenant during such period (as so agreed by Landlord and Tenant). If the casualty occurs toward the end of the Term, the parties may to restore Wharf 7 to a better condition than existed prior to the casualty (a "Wharf 7 Upgrade"), in which case, Landlord will pay directly, or reimburse Tenant for, the difference in cost between restoration in the absence of the Wharf 7 Upgrade and restoration including the Wharf 7 Upgrade; and such arrangements shall be set forth, in advance, in a written agreement between Landlord and Tenant. Nothing in this Section 15.03 shall affect or diminish Tenant's obligations under Section 14.01, including the obligations thereunder, if any, applicable with respect to any damage or destruction affecting Wharf 7.

(b) Following Landlord's prior written acceptance of the specifications and plans for restoration of Wharf 7 and related budget, which acceptance shall not be unreasonably withheld, conditioned, or delayed, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of Wharf 7, including, but not limited to, any improvements placed or constructed by Tenant on Wharf 7, to the condition in which the destroyed or damaged portion existed prior to the casualty. Tenant shall perform such restoration with at least as good workmanship and quality as previously utilized in the erection of Wharf 7 and Tenant's previous construction on Wharf 7.

(c) Landlord may elect, in its sole discretion, to reimburse Tenant for the costs of labor and materials incurred by Tenant in performing restoration of the Base Wharf Improvements. Landlord shall make such reimbursement, if any, within 90 days after Tenant's submission to Landlord of an invoice for such labor and materials (including reasonable backup material for the charges on such invoice) in accordance with the approved budget. If Landlord elects not to make such reimbursement to Tenant or otherwise fails to make such reimbursement within 90 days after submission of Tenant's invoice, Tenant shall be entitled to a credit against the payments of Base Rent and/or Throughput next due and owing by Tenant under this Amended Lease up to the amount of undisputed charges that would have been so reimbursed by Landlord; *except, however,* to the extent the casualty was caused by structural or integral defects to the Leased Premises or Wharf 7 resulting from Tenant's construction upon or rebuilding of the Leased Premises or Wharf 7, no such credit shall apply.

(d) Notwithstanding the foregoing provisions of this Section 15.03 or anything else in this Amended Lease to the contrary, if Wharf 7 is so damaged or destroyed that it would be uneconomical for Tenant to cause the same to be restored (taking into account the amount of the applicable damage or destruction, the cost and period of time necessary to effect restoration, the reimbursement or credit, if any, to be provided by Landlord with respect to the undisputed Base Wharf Improvements, and the duration of the then-remaining Term), then Tenant shall not be obligated to restore Wharf 7 and the provisions of Section 6.01(b) shall not apply with respect to

Wharf 7.

Article 16. Condemnation.

Section 16.01. Notice of Proposed Taking. Tenant and Landlord shall immediately notify the other of any proposed Taking of any portion of the Leased Premises or Wharf 7.

Section 16.02. Total Taking. If a Total Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7 occurs, then this Amended Lease shall terminate as of the date the condemning authority takes lawful possession of the Leased Premises and Wharf 7.

Section 16.03. Partial Taking. If a Partial Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7 occurs, (a) this Amended Lease shall continue in effect as to the portion of the Leased Premises, the Preferential Berthing Rights or Wharf 7 not taken, and (b) following Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) and subject to receipt by Tenant of Tenant's share of the Award for such Partial Taking, Tenant shall promptly commence and thereafter prosecute diligently to completion the restoration of the remainder of Tenant's Improvements located in (or constituting a part of) the Leased Premises or Wharf 7, as applicable, to an economically viable unit with at least as good workmanship and quality as existed prior to the Taking. In the event of a Partial Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7, the Base Rent payable during the remainder of the Term (after the condemning authority takes lawful possession of the portion taken) shall be equitable reduced to reflect the diminished utility to Tenant of the Leased Premises and the Preferential Berthing Rights. In the event of a Partial Taking of Wharf 7 that does not impair the utility to Tenant of the Leased Premises or the Preferential Berthing Rights, no reduction in Base Rent shall be applicable; however, if a Partial Taking of Wharf 7 does impair the utility to Tenant of the Leased Premises or the Preferential Berthing Rights, Tenant shall be entitled to an equitable reduction in the Base Rent.

Section 16.04. Apportionment of the Award. In the event of any Total Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7 or any Partial Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7, and subject to the provisions of Section 16.05, Landlord and Tenant agree that the Award therefor will be allocated as follows:

(a) Landlord shall be entitled to an Award based on the Taking of or injury to the fee simple estate in the applicable real property of Landlord (as encumbered by this Amended Lease), the loss of any improvements constructed or placed by Landlord on Wharf 7, the loss or interruption of Landlord's business on Wharf 7 (as encumbered by the Preferential Berthing Rights) and any loss of Rental under this Amended Lease. For the avoidance of doubt, in no event shall Landlord be entitled to any Award with respect to the Refrigeration Facility Parcel, the Refrigeration Facility and/or any Pipelines.

(b) Tenant shall be entitled to an Award based on any loss or deduction of its leasehold estates and contractual rights (including the Preferential Berthing Rights), the loss of any buildings or other improvements constructed or placed by Tenant on the Leased Premises, the North Dock, or Wharf 7, loss or interruption of Tenant's business, and the cost of any alterations or restoration

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required as a result of any Partial Taking. Without limitation of the foregoing, Tenant shall be entitled to the entire Award related to the Refrigeration Facility Parcel and the Refrigeration Facility.

Section 16.05. Refrigeration Facility Parcel. Landlord acknowledges that Tenant or its Related Entity owns certain real property (the "Refrigeration Facility Parcel") near the North Dock and the Terminal, which Refrigeration Facility Parcel is more particularly described on Exhibit "J" attached to this Amended Lease and made a part hereof for all purposes. Landlord further acknowledges that (a) Tenant or its Related Entity intends to construct a natural gas liquids refrigeration facility (the "Refrigeration Facility") on the Refrigeration Facility Parcel; (b) Tenant estimates the cost of the Refrigeration Facility and related appurtenances will exceed \$500 million; (c) without the ability to utilize Wharf 7 and/or the North Dock, the Refrigeration Facility will have little or no value to Tenant, since the natural gas liquids that will be refrigerated at the Refrigeration Facility must be loaded onto ships or vessels in close proximity to the Refrigeration Facility; (d) but for the lease by Tenant of the Leased Premises and the grant to Tenant of the Preferential Berthing Rights for the full contemplated 30-year Term of this Amended Lease and Tenant's ability to thereby utilize the Leased Premises and the Preferential Berthing Rights for the Permitted use for such full 30-year Term, Tenant or its Related Entity would not undertake construction of the Refrigeration Facility or the improvements contemplated by this Amended Lease to be made by Tenant on Wharf 7, the North Dock, and the Leased Premises. Landlord and Tenant agree that upon construction of the Refrigeration Facility on the Refrigeration Facility Parcel, the Leased Premises, the Preferential Berthing Rights, and the Refrigeration Facility Parcel will constitute a single economic unit; for the purposes of this Amended Lease and any Award, a Total Taking of the Leased Premises or of Wharf 7 or the Preferential Berthing Rights constitutes a de facto total taking of the Refrigeration Facility Parcel and the Refrigeration Facility; and determination of the Award payable to Tenant with respect to any Total Taking of the Leased Premises or the Preferential Berthing Rights or Wharf 7, or any Partial Taking of the Leased Premises, the Preferential Berthing Rights or Wharf 7 shall treat the Leased Premises, the Preferential Berthing Rights, the Off Premises Pipelines and the Refrigeration Facility Parcel as a single economic unit and shall consider the value to Tenant of the remaining portion of such single economic unit after such Total Taking or Partial Taking. Landlord acknowledges that the acknowledgements and agreements in this Section 16.05 are a material inducement to Tenant to enter into this Amended Lease.

Section 16.06. Restrictions. Simultaneously with the execution of this Amended Lease, Landlord agrees to execute, acknowledge, and deliver to Tenant a Declaration of Restrictions (the "Restrictions") in the form of Exhibit "K" attached hereto and made a part hereof for all purposes. The Restrictions will restrict the use of the Leased Premises to the Permitted Use, to thereby complement and facilitate use of the Refrigeration Facility. Landlord agrees to record the Restrictions in the Real Property Records of Harris County, Texas within 90 days after the Lease Commencement Date and provide Tenant with a copy of the recorded instrument. Landlord acknowledges that the agreements of Landlord in this Section 16.06 are a material inducement to Tenant to enter into this Amended Lease.

Article 17. Security Interest. As security for Tenant's payment of Rent and performance of all of its other obligations under this Amended Lease, Tenant grants to Landlord a lien on and security interest in all right, title and interest of Tenant in and to any fixtures permanently attached to the

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Leased Premises and Wharf 7, subject, however to any rights or obligations of Tenant to remove any such fixtures expressly set forth in this Amended Lease. This Article 17 constitutes a security agreement under the Uniform Commercial Code of the State of Texas, entitling Landlord, as secured party, to all of the rights, remedies, and recourses afforded to a secured party under such Uniform Commercial Code, which rights, remedies, and recourses shall be cumulative of all other rights, remedies, recourses, liens, and security interests afforded Landlord by law, equity, or this Amended Lease. Tenant agrees to execute and deliver, as debtor, promptly upon request and without any compensation or consideration being payable to Tenant, such additional financing or other statements as Landlord may reasonably request. However, Landlord may at any time file a copy of this Amended Lease as a financing statement.

Article 18. Quiet Enjoyment. Upon paying the Rent and all other sums due under the Lease and performing all of its other obligations under the Lease in all material respects, Tenant shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Leased Premises during the Term subject to the provisions of this Amended Lease.

Article 19. Default by Tenant.

Section 19.01. Events of Default. Each of the following occurrences shall constitute an "Event of Default" by Tenant under this Amended Lease:

(a) a default of or the failure of Tenant to pay Rent as and when due under this Amended Lease and the continuance of such default or failure for a period of 10 days after written notice of such default or failure by Landlord to Tenant specifying, with reasonable particularity, the nature of Tenant's default or failure;

(b) Tenant's default or failure to perform its obligations under any of the first three sentences of Section 6.03 (an "Unpermitted Use") and the Tenant's failure to discontinue its Unpermitted Use immediately upon receipt of Landlord's notice of default and either (i) forgo the Unpermitted Use indefinitely or (ii) within three Business Days of Tenant's receipt of Landlord's notice of default, submit to Landlord a proper written request for a change in Tenant's Permitted Use or the use of additional Hazardous Materials (which, upon acceptance by Landlord, if applicable, shall become additional Permitted Products);

(c) a default or failure of Tenant in performing, complying with, or observing any other agreement, obligation, or undertaking of Tenant or any other term, condition, or provision in this Amended Lease and the continuance of such default or failure for (i) a period of 90 days after written notice of such default or failure by Landlord to Tenant specifying, with reasonable particularity, the nature of Tenant's default or failure, or (ii) if such default or failure is not reasonably capable of being cured within 90 days, such longer period as may be reasonably necessary to cure such default or failure, provided Tenant commences to cure such default or failure within 90 days after receipt of Landlord's written notice and thereafter diligently continues to pursue such cure. Tenant agrees to provide Landlord, prior to the expiration of the cure period set forth in this Section 19.01(c) with written notice describing Tenant's ongoing efforts to cure the applicable default and the reasons for any delay in effecting such cure, reasonably sufficient to inform Landlord of Tenant's claimed need for additional time;

- (d) the occurrence of an Event of Bankruptcy.

For the avoidance of doubt, if any default or failure by Tenant described above (other than the default identified in Section 19.01(d)) is a default or failure to perform a given obligation by a given date or to perform a given obligation within a given period of time or to perform a given obligation before the occurrence of a particular event, Tenant shall be deemed to have “cured” such default or failure if Tenant performs the applicable obligation, without regard to when such obligation is performed by Tenant; and upon such cure, the applicable default or failure shall not be deemed to be “continuing” for purposes of this Section 19.01.

Section 19.02. Recurrent Default Penalty. A “Recurrent Default” occurs when Tenant has committed three or more Material Events of Default of the same kind or character in a single Lease Year *and* each of such Material Events of Default was not cured by Tenant (whether or not such default was cured by Landlord). For avoidance of doubt, if Tenant has cured a Material Event of Default, but such cure occurred outside of the applicable cure period set forth in this Amended Lease, such Event of Default shall be deemed to have been “cured by Tenant” for the purposes of determining whether a Recurrent Default has occurred. For the purposes of this Section, a “Material Event of Default” means either one of the following:

(a) an Event of Default (as defined in Section 19.01) by Tenant under this Amended Lease that is so substantial as to defeat the purpose of this Amended Lease (including, but not limited to, a recurring failure to continuously operate the Leased Premises during extended periods, which failure to operate is not excused or excepted by Force Majeure or other reasons permitted under this Amended Lease or a failure for extended periods to coordinate subordinate layberthing opportunities as would otherwise be permitted under this Amended Lease and Tenant’s Ship Nomination and Port Procedures); or

(b) performance by Landlord of an action that is to be performed by Tenant under the terms of this Amended Lease and that Landlord has a the express right under this Amended Lease to perform, at Tenant’s cost and expense, due to the failure of Tenant to perform such action within the period prescribed in this Amended Lease, *and provided that*:

- (i) Tenant’s failure to perform the applicable action was not excused by Force Majeure or other reasons permitted under this Amended Lease and constituted an Event of Default by Tenant hereunder; and Tenant did not cure such Event of Default;
- (ii) Landlord elected to cure such Event of Default on Tenant’s behalf and notified Tenant in writing of such election;
- (iii) in electing to cure such default on Tenant’s behalf and not sooner than 10 days following written notice to Tenant of such election, Landlord commenced formal procurement procedures by placing an item, in good faith, on the Port Commission’s agenda or invoking its Emergency procurement procedures; and
- (iv) the cost and expenses Landlord incurred in connection with such default

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exceeded \$50,000 or such higher number that requires Port Commission approval (or the invocation of Emergency procurement procedures) at the time.

If a Recurrent Default occurs, Tenant shall pay a Recurrent Default Penalty of three times the amount, as applicable, Landlord expended in curing the Material Events of Default that together constituted such Recurrent Default or suffered as direct actual damages (and only to the extent such damages are not waived by Landlord pursuant to Section 14.03 of this Amended Lease) in connection with such Material Events of Default. Such Recurrent Default Penalty shall be due and payable by Tenant 30 days after receipt by Tenant of Landlord's invoice, which invoice shall include reasonable back-up materials substantiating the incurrence by Landlord of the applicable costs and expenses and setting forth in reasonable detail Landlord's calculation of the Recurrent Default Penalty.

Section 19.03. Remedies of Landlord. Upon any Event of Default, Landlord may, at Landlord's option and in addition to all other rights, remedies, and recourses afforded Landlord under the Lease or by law or equity, do any one or more of the following:

(a) terminate this Amended Lease (including the Preferential Berthing Rights granted hereunder) by giving written notice to Tenant, in which event Tenant shall pay to Landlord upon demand the sum of (i) all Rent and other amounts accrued to the date of termination, (ii) all amounts due under Section 19.04, and (iii) damages in an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a discount rate reasonably designated by Landlord minus (B) the then present fair rental value of the Leased Premises for such period;

(b) terminate Tenant's right to possession of the Leased Premises without terminating this Amended Lease by giving written notice to Tenant, in which event Tenant shall pay to Landlord upon demand (i) all Rent and other amounts accrued hereunder to the date of termination of possession, (ii) all amounts due from time to time under Section 19.04, and (iii) all Rent and other sums required to be paid by Tenant during the remainder of the Term, reduced by any net sums thereafter received by Landlord through reletting the Leased Premises during said period. Reentry by Landlord in the Leased Premises will not affect the obligations of Tenant for the unexpired Term. Landlord may bring action against Tenant to collect amounts due by Tenant on one or more occasions, without the necessity of Landlord's waiting until the Expiration Date; or

(c) alter any and all security devices at the Leased Premises.

(d) In the event that Landlord has taken possession of the Leased Premises in connection with an Event of Default, Landlord shall have the right to keep in place and use any furniture, fixtures, machinery, improvements, or equipment at the Leased Premises and Wharf 7, including that which is owned by or leased to Tenant, at all time prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a prior or superior lien thereon. Landlord shall also have the right to remove from the Leased Premises and Wharf 7 all or any portion of said furniture, fixtures, machinery, improvements, or equipment and other property located thereon and place the same in storage at any premises within the county in which the Leased Premises and Wharf 7 are located or dispose of the same in any manner acceptable to Landlord; and

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in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal, storage, and/or disposal and SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL LOSS, DAMAGE, COST, EXPENSE, AND LIABILITY IN CONNECTION WITH SUCH REMOVAL, STORAGE AND/OR DISPOSAL. Tenant stipulates and agrees that the rights granted Landlord in this Subsection (d) are commercially reasonable.

Notwithstanding anything to the contrary in this Amended Lease, Landlord's right to exercise any of the remedies set forth in this Section 19.03 shall arise only if an Event of Default has occurred and is continuing; and Landlord shall have no right to exercise any such remedies prior to the occurrence of an Event of Default. To the extent not inconsistent with the provisions of this Amended Lease, following any Event of Default, Landlord shall be permitted to take any and all steps legally necessary to effect the remedies and recourses set forth herein.

Section 19.04. Payment by Tenant. Upon any Event of Default, Tenant shall also pay to Landlord all costs and expenses incurred by Landlord, including court costs and reasonable attorneys' fees, in (a) retaking or otherwise obtaining possession of the Leased Premises; (b) removing and storing Tenant's or any other occupant's property; (c) repairing, restoring, altering or otherwise removing Tenant's Improvements, and returning the Leased Premises and Wharf 7 to their original condition; (d) reletting all or any part of the Leased Premises; (e) paying or performing the underlying obligation(s) that Tenant failed to pay or perform; and (f) enforcing any of Landlord's rights, remedies, or recourses arising as a consequence of the Event of Default.

Section 19.05. Reletting. Upon termination of this Amended Lease or upon termination of Tenant's right to possession of the Leased Premises, Landlord may, but is not obligated to, attempt to relet the Leased Premises. If Landlord does relet, Landlord may relet any portion or all of the Leased Premises, for such period, to such tenant, and for such use and purpose as Landlord, in the exercise of its sole and absolute discretion, may choose. Tenant shall not be entitled to receive any rent obtained by reletting that is in excess of the Rent amount.

Section 19.06. Landlord's Right to Pay or Perform. Upon any Event of Default related to Tenant's failure to perform or observe any of its covenants, agreements, or obligations under this Amended Lease, Landlord shall have the right, but not the obligation, at its sole election (but not as its exclusive remedy), and at the expense of Tenant, to perform or observe the applicable covenants, agreements, or obligations of Tenant and to recover all such costs and expenses as Rent by delivering an invoice to Tenant pursuant to Section 7.05. Any performance or observance by Landlord pursuant to this Section 19.06 shall not constitute a waiver of Landlord's rights, remedies, and recourses in connection with Tenant's failure to perform or observe.

Section 19.07. Injunctive Relief; Remedies Cumulative. Landlord may restrain or enjoin any Event of Default or threatened Event of Default by Tenant without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The rights, remedies, and recourses of Landlord for an Event of Default are cumulative, and no right, remedy or recourse of Landlord, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other.

Section 19.08. No Waiver; No Implied Surrender. Provisions of this Amended Lease may not be waived orally or impliedly, but only by the party entitled to the benefit of the provision

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evidencing the waiver in writing. Neither the acceptance of Rent by Landlord following an Event of Default (whether known to Landlord or not) nor any other custom or practice followed in connection with this Amended Lease, shall constitute a waiver by Landlord of such Event of Default or any other Event of Default. Further, the failure by Landlord or Tenant to complain of any action or inaction by the other or to assert that any action or inaction by the other constitutes (or would constitute, with the giving of notice and the passage of time) an Event of Default or default hereunder, regardless of how long such failure continues, shall not extinguish, waive, or in any way diminish the rights, remedies, and recourses of the applicable party with respect to such action or inaction. No waiver by Landlord or Tenant of any provision of this Amended Lease or of any breach by the other of any Lease obligation shall be deemed to be a waiver of any other provision or of any subsequent breach of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act of Tenant that expressly requires Landlord's consent hereunder.

(a) No act or omission by Landlord (other than Landlord's execution of a document acknowledging such surrender) or Landlord's agents, including the delivery of the keys to the Leased Premises, shall constitute an acceptance of a surrender of the Leased Premises.

Article 20. Defaults by Landlord. Landlord shall not be in default under this Amended Lease, and Tenant shall not be entitled to exercise any right, remedy, or recourse against Landlord or otherwise as a consequence of any alleged default by Landlord under this Amended Lease, unless and until Landlord fails to perform any of its Lease obligations and such failure continues for a period of 90 days after Tenant gives Landlord written notice specifying, with reasonable particularity, the nature of Landlord's failure; provided, however, that if the failure cannot reasonably be cured within the 90-day time period, Landlord shall not be in default if Landlord commences to cure the failure within the 90 days and thereafter diligently pursues the curing to completion. If Landlord is required to advertise for public bids for the work to complete a cure of its default, then Landlord shall be deemed to have commenced curing upon commencement of preparation of specifications to be used in advertising public bids. If Landlord defaults under this Amended Lease and, as a consequence of the default, Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of, and Tenant hereby agrees to look solely to, the interest of Landlord in Tenant's Improvements as the same may then be encumbered, and Landlord shall not be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Tenant's Improvements. Tenant's remedies for a default by Landlord hereunder shall be limited to claims for damages, specific performance, injunctive relief, and termination of this Amended Lease. Landlord shall not be obligated to impose taxes or any special assessments to satisfy its obligations hereunder.

Article 21. Right to Possession.

Section 21.01. Surrender of Leased Premises. Upon the Expiration Date or earlier termination of the Term for whatever cause or upon the exercise by Landlord of its right to re-enter the Leased Premises without terminating this Amended Lease, Tenant shall immediately, quietly, and peaceably surrender possession of the Leased Premises and Wharf 7 to Landlord, and Tenant shall

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remove the Removable Property from the Leased Premises and Wharf 7 in accordance with Section 8.05.

(a) If Tenant fails to surrender possession as required, Landlord may initiate any and all legal action as Landlord may elect to dispossess Tenant and all of its Removable Property, and all persons or firms claiming by, through or under Tenant and all of their Removable Property, from the Leased Premises and Wharf 7, and Landlord may remove from the Leased Premises and Wharf 7 and store (without any liability for loss, theft, damage, or destruction thereto) any such Removable Property at Tenant's cost and expense.

Section 21.02. Tenant at Sufferance. For so long as Tenant remains in possession of the Leased Premises after the Expiration Date or earlier termination of the Term or exercise by Landlord of its re-entry right as provided in Section 19.03, Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance, subject to all of the obligations of Tenant under this Amended Lease, except that the daily Base Rent shall be twice the per day Base Rent in effect immediately prior to such expiration, termination, or exercise by Landlord. Any provisions of this Amended Lease that require Tenant to make any payments or perform any actions during "the Term" shall apply equally to any holdover period; however, no such holding over will extend the Term.

Article 22. Miscellaneous.

Section 22.01. Survival Upon Termination. Any of Tenant's Rent, cleanup, payment, contribution, reimbursement, or indemnification obligations set forth in this Amended Lease (including, but not limited to, those set forth in Section 1.05, Section 6.07, Section 6.08, Section 6.09, Article 7, Section 8.05, Section 8.06, Section 8.07, Section 9.01(d), Section 9.03, Article 14, Section 19.04 and Section 19.06) shall, with respect to matters arising prior to termination of this Amended Lease, survive such termination of this Amended Lease, whether by occurrence of the Expiration Date or otherwise.

Section 22.02. Independent Obligations: No Offset. The obligations of Tenant to pay Rent and to perform other Amended Lease obligations constitute independent unconditional obligations to be performed at the times specified in this Amended Lease, regardless of any breach or default by Landlord. Except as expressly set forth in this Amended Lease, Tenant has no right, and Tenant hereby waives and relinquishes all rights which Tenant might otherwise have, to claim any nature of lien against the Leased Premises or Wharf 7 or to withhold, deduct from, or offset against any Rent or other sums to be paid to Landlord by Tenant.

Section 22.03. Time of Essence. Time is of the essence with respect to each date or time specified in this Amended Lease by which an event is to occur.

Section 22.04. Applicable Law. This Amended Lease shall be governed by the laws of the State of Texas, including the Texas Tort Claims Act, but excluding its conflict of laws provisions.

Section 22.05. Assignment by Landlord. Landlord has the right to assign, in whole but not in part (except to the extent assignment in whole is prohibited by applicable law), its rights, titles, or

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interests in and to the Leased Premises, Wharf 7, and this Amended Lease, as applicable, to a party that acquires Landlord's interest in the Leased Premises and Wharf 7; and, upon any such assignment and delivery by Landlord to Tenant of the written assumption by Landlord's assignee of Landlord's liabilities and obligations under this Amended Lease, Landlord shall be relieved of all unaccrued liabilities and obligations to the extent of the interest so assigned.

Section 22.06. Estoppel Certificates. From time to time at the request of Landlord, Tenant will promptly and without compensation or consideration execute, have acknowledged and deliver a certificate stating (a) the rights (if any) of Tenant to extend the Term or to expand the Leased Premises; (b) the Rent (or any components of the Rent) currently payable hereunder; (c) whether this Amended Lease has been amended in any respect and, if so, submitting copies of or otherwise identifying the amendments; (d) whether, within the current actual conscious knowledge of Tenant's senior management, without independent inquiry or investigation, there are any existing breaches or defaults by Landlord and, if so, stating the defaults with reasonable particularity; and (e) such other information pertaining to this Amended Lease as Landlord may reasonably request.

Section 22.07. Signs. Except to the extent required by applicable law or the Legal Requirements, Tenant shall not install any signs, placards, or other advertising or identifying marks upon the Leased Premises or Wharf 7 without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Except to the extent such removal would result in a violation of applicable law or the Legal Requirements, Tenant agrees to remove promptly and to the satisfaction of Landlord (at Tenant's sole cost and expense) upon the Expiration Date or earlier termination of the Term any and all such signs, placards, or other advertising or identifying marks.

Section 22.08. Relation of the Parties. It is the intention of the parties to create the relationship of landlord and tenant, and no other relation is hereby created. Nothing in this Amended Lease shall be construed to make the parties partners or joint venturers or to render either party liable for any obligation of the other.

Section 22.09. Public Disclosure. Landlord is a Governmental Entity subject to the requirements of the Texas Open Meetings Act and the Texas Public Information Act (Texas Government Code Chapters 551 and 552), and is required to disclose to the public (upon request) this Amended Lease and other information and documents relating to the consummation of the transactions contemplated hereby. Tenant agrees that the disclosure of this Amended Lease or any other information or materials related to the consummation of the transactions contemplated hereby to the public by Landlord as required by the Texas Open Meetings Act, Texas Public Information Act, or any other Legal Requirement will not expose Landlord (or any party acting by, through or under Landlord) to any claim, liability, or action by Tenant.

Section 22.10. Notices and Billing Address.

(a) Methods of Notice. All notices and other communications given pursuant to this Amended Lease shall be in writing and shall be properly addressed as set forth below. The following methods of service shall be valid for notices required or permitted under this Amended Lease: (1) mailed by first-class United States mail, postage prepaid, registered or certified, with return receipt

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requested; (2) delivered in person (including by courier delivery) to the intended addressee; (3) sent by e-mail; or (4) sent by recognized third-party commercial carrier (such as DHL, Federal Express, or UPS) for next Business Day delivery, with charges prepaid by or billed to the sender. Notwithstanding Subsection (a)(3), notice by e-mail of any action requiring cure or other action within a period of time specified in this Amended Lease shall not be valid notice of any such required action or other obligation of Tenant, including any notice of a default or failure pursuant to Section 19.01 of this Amended Lease; the time periods specified in such notices are only triggered by a written notice given by the methods specified in Subsection (a)(1), (a)(2), or (a)(4). Notice of any Emergency must be given by telephone at the number specified in Section 22.10(f).

(b) Time for Completion of Delivery.

(i) Notice sent by properly addressed first-class mail, as provided above, shall be deemed delivered upon the earlier of (A) actual receipt or (B) three Business Days after mailing (whether or not actually received in such time).

(ii) Notice sent by third party commercial carrier, as provided above, shall be deemed delivered upon the earlier of (A) actual receipt or (B) one Business Day after delivery by the sender to the carrier for next Business Day delivery (whether or not actually received in such time).

(iii) Notice sent by personal delivery is deemed delivered upon the date of actual delivery or refusal of delivery, unless such actual delivery (or attempted delivery, if refused) occurs on a non-Business Day or after 5 p.m., prevailing Central Time, on a Business Day, in either of which cases, the notice shall be deemed delivered on the next such Business Day.

(iv) Subject to the provisions of Section 22.10 above, notice sent by properly addressed e-mail shall be deemed delivered on transmission, unless the party giving such notice is notified that the transmission was not received by or delivered to the party to which notice was given.

(c) General Notice Addresses. For the purposes of general notice, the address of

(i) Landlord shall be:

Port of Houston Authority
111 East Loop North
Post Office Box 2562
Houston, Texas 77252-2562
Attention: Managing Director – Real Estate
E-mail: rdtanner@poha.com

and

Port of Houston Authority
111 East Loop North

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Post Office Box 2562
Houston, Texas 77252-2562
Attention: Managing Director – Container Terminals
E-mail: jdavis@poha.com

with copies to (which alone shall not constitute notice):

Port of Houston Authority
111 East Loop North
Post Office Box 2562
Houston, Texas 77252-2562
Attention: Legal Department
E-mail: ecriksson@poha.com

and

(ii) Tenant shall be:

Enterprise Products Operating LLC
1100 Louisiana, Suite 1000
Houston Texas 77002
Attn: Senior Vice President, NGL Fractionation, Storage and Unregulated
NGL Pipelines
Phone: 713-381-6500
E-mail: portofhouston@eprod.com

with copies to (which alone shall not constitute notice):

Enterprise Products Operating LLC
1100 Louisiana, Suite 1000
Houston, Texas 77002
Attention: General Counsel

(d) Tenant's Billing Address. For the purposes of billing, the address, contact person, and telephone number of Tenant shall be:

Enterprise Products Operating LLC
1100 Louisiana, Suite 1000
Houston Texas 77002
Attn: Senior Vice President, NGL Fractionation, Storage and Unregulated NGL
Pipelines
Phone: 713-381-6500
E-mail: portofhouston@eprod.com

(e) Tenant's Safety, Security, and Environmental Address. For safety, security, and environmental matters, the address, contact person, and telephone number of Tenant shall be:

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Enterprise Operating LLC
1100 Louisiana, Suite 1000
Houston Texas 77002
Attn: Senior Vice President, NGL Fractionation, Storage and Unregulated NGL
Pipelines
Phone: 713-381-6500
E-mail: portofhouston@eprod.com

with copies to (which alone shall not constitute notice):

Enterprise Products Operating LLC
1100 Louisiana, Suite 1000
Houston, Texas 77002
Attention: General Counsel

(f) Emergency Notices. For **Emergency matters**, the contact person, telephone number, and e-mail address (if applicable) of

(ii) Landlord shall be:

Port Police Dispatch (Emergency Number), (713) 670-3611; and

(iii) Tenant shall be:

Main Gate, (281) 470-4937

Control Room at Mont Belvieu, (832) 501-4597

(g) Change of Notice Addresses. Each party shall have the continuing right to change any one or more of its addresses for notice by giving at least 15 days' prior written notice of such change to the other party in accordance with this Section 22.10; *provided, however*, if either party vacates the location that constitutes its address for notice without changing its address for notice pursuant to this Section 22.10, then such party's address for notice will be deemed to be its last address properly provided to the other party; and the vacating party waives any argument that notice issued to such address is improper if it has not given written notice of its change of address pursuant to this Subsection.

Section 22.11. Entire Agreement, Amendment, and Binding Effect. This Amended Lease and its exhibits, addenda, and riders constitute the entire agreement between Landlord and Tenant concerning the lease of the Leased Premises by Landlord to Tenant and the grant of the Preferential Berthing Rights from Landlord to Tenant. This Amended Lease (including any amendments to exhibits hereto) may be amended only by a written document duly executed by Landlord and Tenant, and any alleged amendment which is not so documented shall not be effective as to either party. The provisions of this Amended Lease shall be binding upon and inure to the benefit of the parties and their administrators, successors, and permitted assigns; provided, however, that this Section 22.11 shall not negate, diminish, or alter the restrictions on Transfers or assignment set forth elsewhere in this Amended Lease. Neither Landlord nor any agent or employee of Landlord has

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made any representation whatsoever with respect to the Leased Premises or Wharf 7 except as expressly set forth in this Amended Lease. The parties acknowledge that they may enter into separate agreements in furtherance of the benefits and obligations set forth in this Amended Lease, including, but not limited to, Marine Construction Permits, Dredged Material Placement Agreements, and Pipeline Licenses.

Section 22.12. Severability. This Amended Lease is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this Amended Lease or its application to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties, the remainder of this Amended Lease and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by law. Furthermore, in lieu of the applicable invalid or unenforceable provision, there shall be automatically added to this Amended Lease a provision as similar to such invalid or unenforceable provision as may be possible and be valid and enforceable; and the parties agree to promptly execute and deliver to each other an amendment to this Amended Lease incorporating such new provision in place of the invalid or unenforceable provision.

Section 22.13. Construction. Unless the context of this Amended Lease clearly requires otherwise, (a) pronouns, wherever used, and of whatever gender, includes natural persons and corporations and associations of every kind and character; (b) the singular includes the plural wherever and as often as may be appropriate; (c) the term "includes" or "including" means "including without limitation"; (d) the word "or" has the inclusive meaning represented by the phrase "and/or"; and (e) the words "hereof" or "herein" refer to this entire Amended Lease and not merely the Section number in which such words appear. Section headings in this Amended Lease are for convenience of reference and shall not affect the construction or interpretation of this Amended Lease. Any reference to a particular "Article," "Section," or "Subsection" is construed as referring to the indicated section of this Amended Lease, if specifically enumerated; and if it is not specifically enumerated but preceded by the term "this," is construed as referring to the entirety of the article, section, or subsection of this Amended Lease in which such term appears. Any reference to titles of employees of Landlord shall mean the equivalent as of the date of interpretation to such title as it existed on the Lease Commencement Date.

Section 22.14. Attorneys' Fees. If Landlord initiates any litigation against Tenant relating to this Lease, and Landlord prevails in such litigation, then Landlord will be entitled to recover, in addition to all damages allowed by law and other relief, all court costs and reasonable attorneys' fees incurred in connection with the litigation.

Section 22.15. Brokers. Tenant warrants and represents to Landlord that it has not incurred or authorized any brokerage commission, finder's fees, or similar payments in connection with this Amended Lease, and **AGREES TO DEFEND, INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY CLAIM FOR BROKERAGE COMMISSION, FINDER'S FEES, OR SIMILAR PAYMENT ARISING BY VIRTUE OF AUTHORIZATION BY, THROUGH, OR UNDER TENANT IN CONNECTION WITH THIS AMENDED LEASE.**

EXECUTION COPY

Section 22.16. Interest on Tenant's Obligations. Any amount due from Tenant to Landlord under this Amended Lease that is not paid when due shall bear interest at a rate equal to the lesser of the Applicable Rate (as defined below) or the maximum rate allowed by law from the date payment is due until paid, but the payment of interest shall not excuse or cure the default in payment. The "Applicable Rate" shall mean the rate of interest that from time to time is equal to the Prime Rate plus three percent (3%) per annum. The "Prime Rate" shall mean a floating rate of interest equal to the prime rate for banks in the United States, as published from time to time in the *Wall Street Journal* or its successor publication; provided that if the *Wall Street Journal* publishes more than one value of the prime rate for banks in the United States, the Prime Rate shall be the published value that most closely relates to the prime rate at large money center banks in New York City, New York; further provided that if the *Wall Street Journal* or its successor publication ceases to publish a value for the prime rate for banks in the United States, the Prime Rate shall mean a comparable published rate selected by Landlord and reasonably acceptable to Tenant.

Section 22.17. Dollars. As used in this Amended Lease, the symbol "\$" means United States dollars, the lawful currency of the United States.

Section 22.18. Authority. The person executing this Amended Lease on behalf of Tenant personally warrants and represents unto Landlord that (a) Tenant is a duly organized and existing legal entity, in good standing in the State of Texas, (b) Tenant has full right and authority to execute, deliver, and perform this Amended Lease, (c) the person executing this Amended Lease on behalf of Tenant was authorized to do so, and (d) upon request of Landlord, such person will deliver to Landlord satisfactory evidence of his or her authority to execute this Amended Lease on behalf of Tenant. The person executing this Amended Lease on behalf of Landlord personally warrants and represents unto Tenant that (a) Landlord has full right and authority to execute, deliver, and perform this Amended Lease, (b) the person executing this Amended Lease on behalf of Landlord was authorized to do so, and (c) upon request of Tenant, such person will deliver to Tenant satisfactory evidence of his or her authority to execute this Amended Lease on behalf of Landlord.

Section 22.19. Recording. This Amended Lease (including any Exhibit) shall not be recorded by Tenant without the prior written consent of Landlord. Landlord hereby agrees that Tenant may record a memorandum of this Amended Lease, in the form of Exhibit "L" to this Amended Lease, in the Real Property Records of Harris County, Texas. Landlord agrees to execute, acknowledge, and deliver an original counterpart of such memorandum to Tenant upon request by Tenant. Tenant agrees that upon termination or expiration of this Amended Lease for any reason, including the occurrence of any Event of Default, Tenant will promptly execute, acknowledge, and deliver to Landlord a release or termination of such memorandum in form reasonably acceptable to Landlord.

Section 22.20. Exhibits. All exhibits referred to herein and attached hereto or which from time to time may be referred to in or attached to any duly executed amendment of this Amended Lease are by such reference incorporated herein and are deemed a part of this Amended Lease as if fully set forth herein. Any exhibit incorporated herein may be adjusted without the necessity of formal amendment of this Amended Lease. Upon adjustment of any exhibit, a revised exhibit will be prepared and/or approved by Landlord and executed and dated by the parties hereto. Each exhibit

EXECUTION COPY

as of its effective date will be deemed part of this Amended Lease at all time so long as it bears the signatures or initials of the authorized representatives of Landlord and Tenant. To the extent that any exhibit that is referred to in this Amended Lease is not attached to this Amended Lease at the time this Amended Lease is executed, Landlord and Tenant agree to use diligent good faith efforts to prepare and agree upon the form of such exhibit (which form shall be generally consistent with the terms and provisions of this Amended Lease), and to confirm in writing the incorporation of such exhibit into this Amended Lease, all within 15 days after execution of this Amended Lease.

Section 22.21. Force Majeure. In the event a party to this Amended Lease is rendered unable, in whole or in part, by reason of Force Majeure to carry out its obligations under this Amended Lease, then the obligations of such party, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. A party asserting Force Majeure as an excuse for failure to perform its obligations under this Amended Lease shall (a) use good faith efforts to overcome the effects of the event of Force Majeure, (b) give written notice to the other party within five days after the occurrence of the event of Force Majeure, describing the event with reasonable particularity, (c) commence performance of its obligation immediately upon the cessation of the event of Force Majeure; and (d) give written notice to the other party within five days after the cessation of the event of Force Majeure, advising the other party of the date upon which the event ceased to constitute an event of Force Majeure. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and any requirement that any Force Majeure shall be remedied shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole discretion of the party having the difficulty. Notwithstanding any provision of this Amended Lease, Tenant shall in no event and under no circumstances be entitled to rely upon Force Majeure as an excuse for its obligations under Article 7, Article 13, and Article 14, nor will Force Majeure extend the Operations Commencement Date beyond the date that is 18 months after the Lease Commencement Date.

Section 22.22. Interpretation. Both Landlord and Tenant and their respective legal counsel have reviewed and have participated in the preparation of this Amended Lease. Accordingly, no presumption will apply in favor of either Landlord or Tenant in the interpretation of this Amended Lease or in the resolution of the ambiguity of any provision in the Amended Lease.

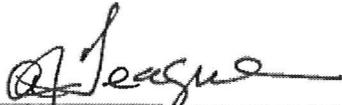
Section 22.23. Multiple Counterparts. This Amended Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument. A facsimile or electronic copy of this Amended Lease bearing the signature of any party shall be binding upon such party to the same extent as an original counterpart of this Amended Lease bearing such party's signature.

[EXECUTION PAGE FOLLOWS]

DATED this 29 day of May, 2014.

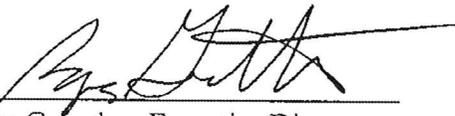
ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.
Its: Sole Manager

By 
Name A. James Teague
Title Executive Vice President and Chief Operating Officer

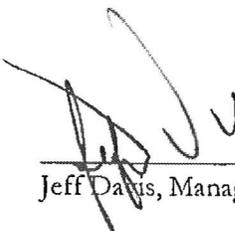
(PH)
10/5

PORT OF HOUSTON AUTHORITY OF
HARRIS COUNTY, TEXAS

By 
Roger Guenther, Executive Director

APPROVED AS TO FORM:


RD Tanner, Managing Director -- Real Estate


Jeff Davis, Managing Director -- Operations

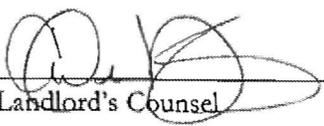
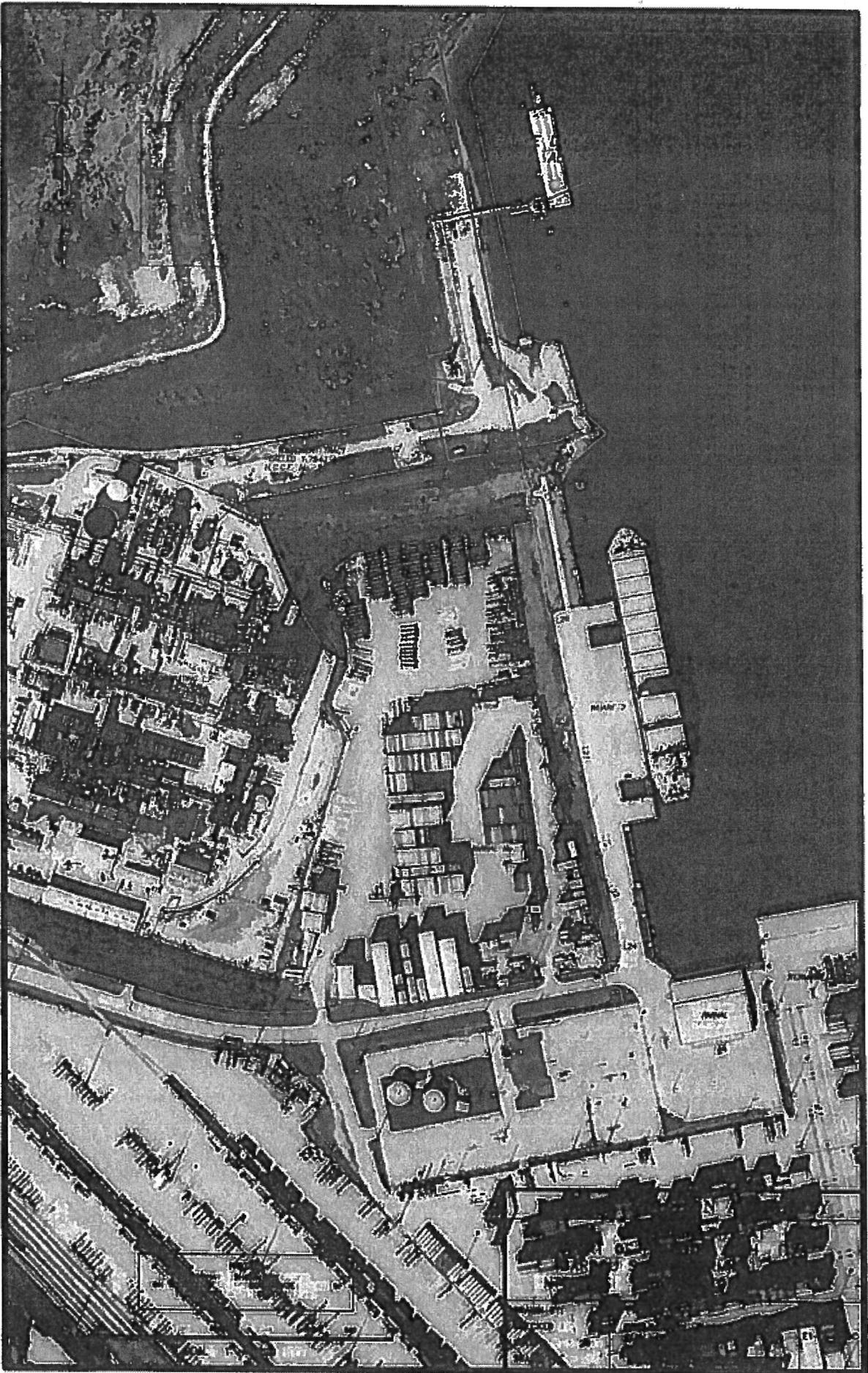
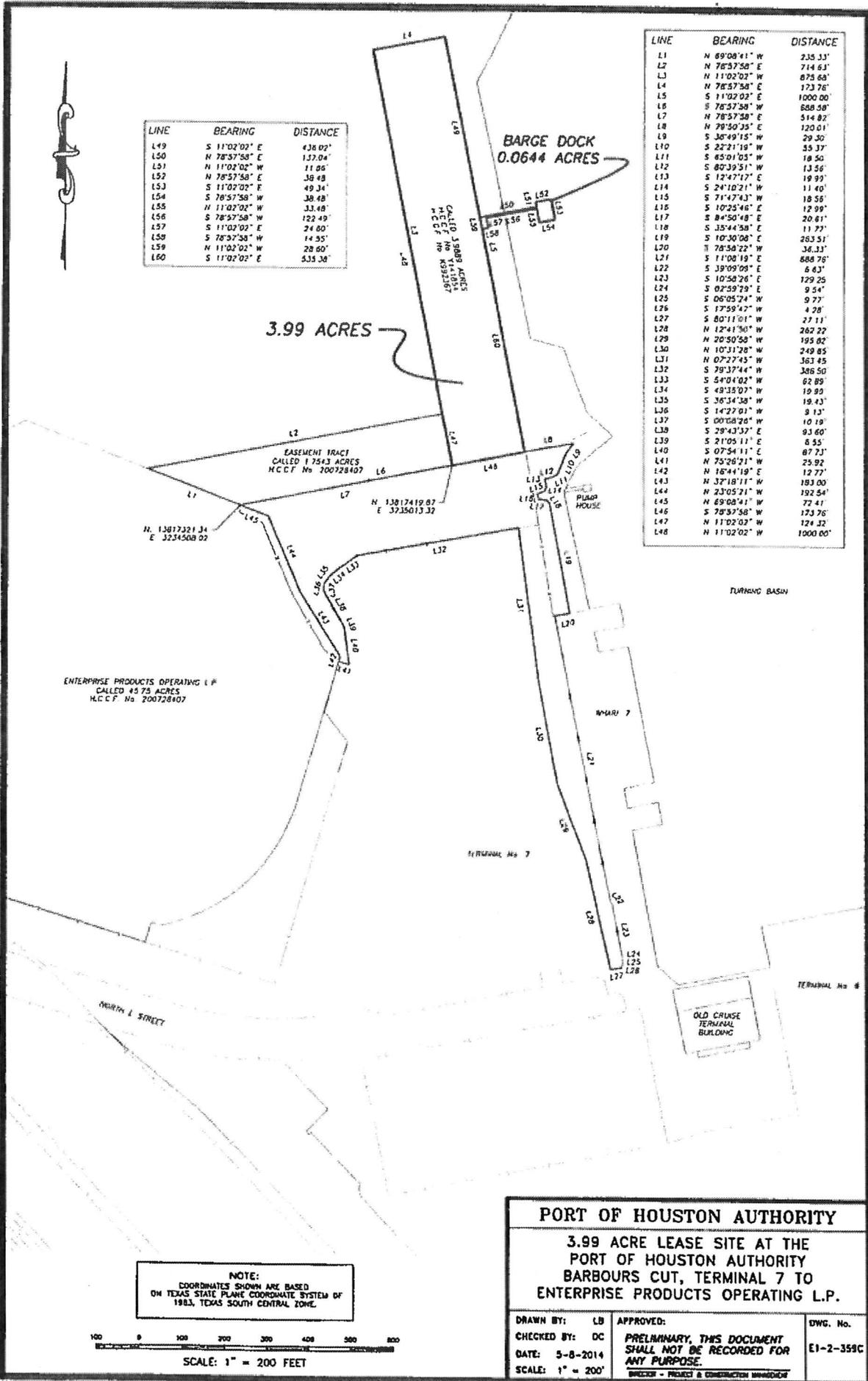

Landlord's Counsel

EXHIBIT "A-1"

**3.99-ACRE OF UPLAND AND 0.0644-ACRE OF SUBMERGED LAND
PORTION OF THE LEASED PREMISES**





LINE	BEARING	DISTANCE
L49	S 11°02'02" E	438.02'
L50	N 78°57'58" E	157.04'
L51	N 11°02'02" W	11.06'
L52	N 78°57'58" E	38.48'
L53	S 11°02'02" E	49.34'
L54	S 78°57'58" W	38.48'
L55	N 11°02'02" W	33.48'
L56	S 78°57'58" W	122.49'
L57	S 11°02'02" E	24.00'
L58	S 78°57'58" W	14.35'
L59	N 11°02'02" W	28.60'
L60	S 11°02'02" E	535.38'

LINE	BEARING	DISTANCE
L1	N 89°08'41" W	235.33'
L2	N 78°57'58" E	714.63'
L3	N 11°02'02" W	875.68'
L4	N 78°57'58" E	173.76'
L5	S 11°02'02" E	1000.00'
L6	S 78°57'58" W	888.58'
L7	N 78°57'58" E	514.82'
L8	N 79°50'35" E	120.01'
L9	S 36°49'15" W	29.30'
L10	S 22°21'19" W	55.37'
L11	S 85°01'03" W	18.50'
L12	S 80°39'51" W	13.56'
L13	S 12°47'17" E	18.99'
L14	S 24°10'21" W	11.40'
L15	S 71°47'43" W	18.56'
L16	S 10°25'46" E	12.99'
L17	S 84°50'48" E	20.41'
L18	S 35°44'58" E	11.77'
L19	S 10°30'08" E	263.51'
L20	N 78°58'22" W	36.33'
L21	S 11°08'19" E	888.78'
L22	S 39°09'09" E	6.63'
L23	S 10°58'26" E	129.25'
L24	S 02°59'29" E	9.54'
L25	S 06°05'24" W	9.77'
L26	S 17°59'42" W	4.28'
L27	S 80°11'01" W	27.11'
L28	N 12°41'36" W	262.22'
L29	N 20°50'58" W	195.82'
L30	N 10°31'28" W	249.85'
L31	N 02°27'45" W	363.45'
L32	S 29°37'44" W	386.50'
L33	S 54°04'02" W	62.89'
L34	S 49°35'07" W	19.80'
L35	S 36°34'38" W	18.43'
L36	S 14°27'01" W	9.13'
L37	S 00°58'26" W	10.19'
L38	S 28°43'32" E	93.60'
L39	S 21°05'11" E	6.55'
L40	S 07°54'11" E	87.73'
L41	N 75°28'21" W	25.92'
L42	N 18°44'19" E	12.77'
L43	N 37°18'11" W	193.00'
L44	N 23°05'21" W	192.54'
L45	N 89°08'41" W	77.41'
L46	S 78°57'58" W	173.76'
L47	N 11°02'02" W	124.32'
L48	N 11°02'02" W	1000.00'

NOTE:
 COORDINATES SHOWN ARE BASED
 ON TEXAS STATE PLANE COORDINATE SYSTEM OF
 1983, TEXAS SOUTH CENTRAL ZONE.

SCALE: 1" = 200 FEET

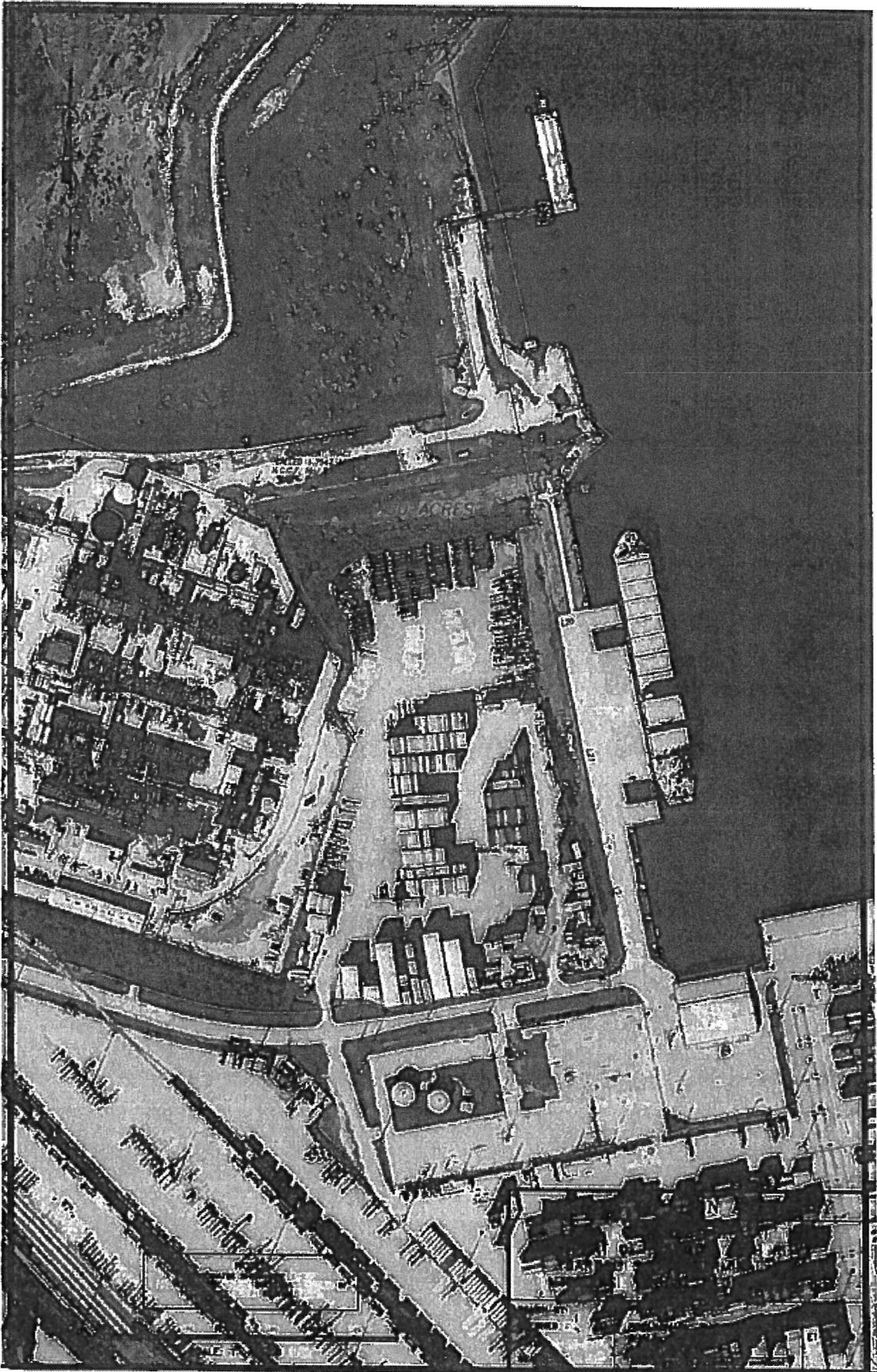
PORT OF HOUSTON AUTHORITY

**3.99 ACRE LEASE SITE AT THE
 PORT OF HOUSTON AUTHORITY
 BARBOURS CUT, TERMINAL 7 TO
 ENTERPRISE PRODUCTS OPERATING L.P.**

DRAWN BY: LB	APPROVED:	DWG. No.
CHECKED BY: DC	PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.	E1-2-359C
DATE: 5-8-2014		
SCALE: 1" = 200'	BRUCE - PROJECT & CONSTRUCTION MANAGER	

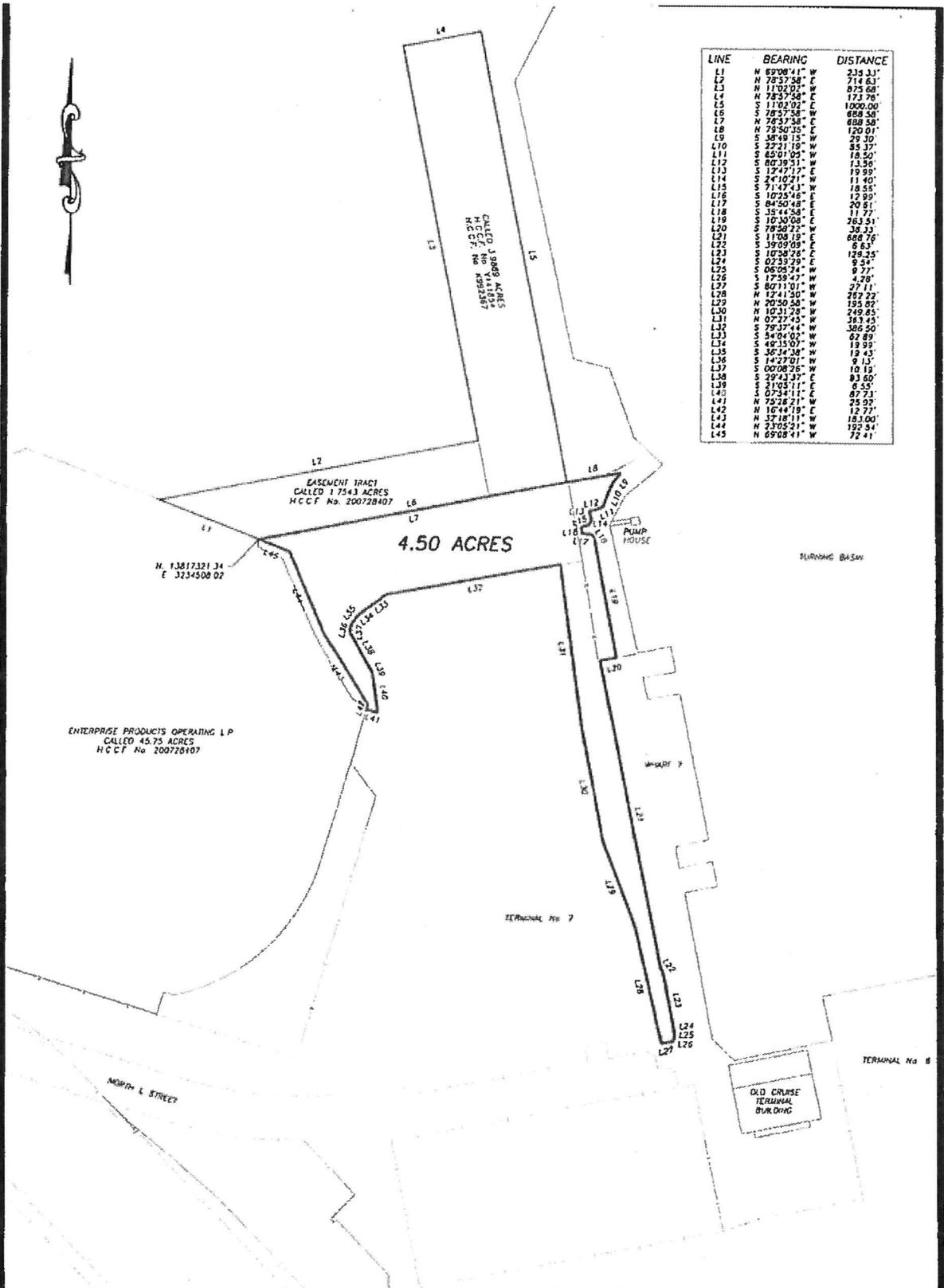
EXHIBIT "A-2"

4.50-ACRE OF UPLAND PORTION OF THE LEASED PREMISES

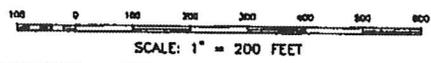




LINE	BEARING	DISTANCE
L1	N 89°08'41" W	235.33'
L2	N 78°37'58" E	714.63'
L3	N 11°02'02" W	875.68'
L4	N 78°37'58" E	173.78'
L5	S 11°02'02" E	1000.00'
L6	S 78°37'58" W	688.58'
L7	N 78°37'58" E	688.58'
L8	N 79°30'35" E	120.01'
L9	S 38°48'15" W	29.30'
L10	S 22°21'19" W	35.37'
L11	S 65°01'05" W	18.50'
L12	S 80°39'31" W	13.50'
L13	S 12°47'17" E	19.99'
L14	S 21°05'21" W	11.40'
L15	S 51°17'41" W	18.55'
L16	S 10°25'46" E	12.99'
L17	S 84°50'48" E	20.91'
L18	S 35°44'58" E	11.77'
L19	S 10°30'08" E	263.31'
L20	S 78°50'22" W	38.33'
L21	S 11°08'19" E	688.76'
L22	S 39°09'09" E	6.83'
L23	S 10°58'24" E	129.25'
L24	S 02°33'29" E	9.51'
L25	S 06°08'24" W	9.77'
L26	S 17°59'47" W	4.20'
L27	S 80°11'01" W	27.11'
L28	N 12°41'30" W	282.22'
L29	N 20°50'50" W	195.82'
L30	N 10°31'28" W	249.85'
L31	N 07°27'45" W	383.45'
L32	S 78°37'44" W	306.50'
L33	S 54°04'02" W	82.89'
L34	S 48°15'07" W	18.99'
L35	S 35°14'38" W	18.43'
L36	S 14°27'07" W	9.13'
L37	S 00°08'26" W	10.15'
L38	S 29°43'37" E	83.60'
L39	S 21°05'11" E	6.55'
L40	S 07°34'11" E	87.31'
L41	N 75°28'21" W	95.92'
L42	N 16°44'19" E	12.77'
L43	N 57°18'11" W	183.00'
L44	N 23°05'21" W	192.94'
L45	N 89°08'41" W	72.41'



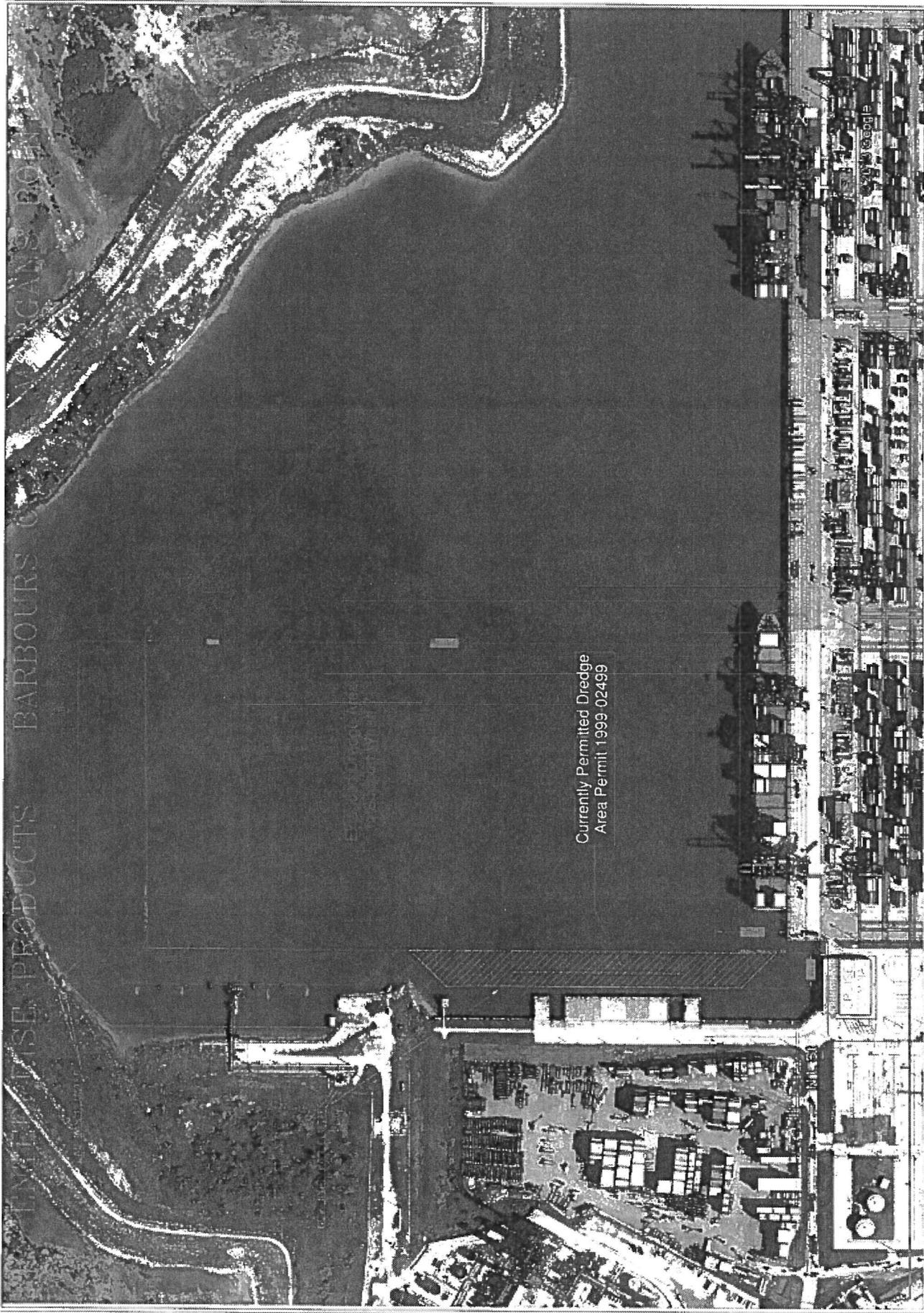
NOTE:
 COORDINATES SHOWN ARE BASED
 ON TEXAS STATE PLANE COORDINATE SYSTEM OF
 1983, TEXAS SOUTH CENTRAL ZONE.



PORT OF HOUSTON AUTHORITY		
4.50 ACRE LEASE SITE AT THE PORT OF HOUSTON AUTHORITY BARBOURS CUT, TERMINAL 7 TO ENTERPRISE PRODUCTS OPERATING L.P.		
DRAWN BY: LB	APPROVED:	DWG. No.
CHECKED BY: DC	PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.	E1-2-359
DATE: 1-23-2014		
SCALE: 1" = 200'		

EXHIBIT "A-3"

DREDGE AREA



Currently Permitted Dredge
Area Permit 1999 02499

ENT-ORISE
ENTLORISE SHIP DOCK
USBORO CT (USBORO SHIP CANAL)
13133
PROGRAM DOCK DREDGE

Contract No. 13133
Drawn By: [Name]
Checked By: [Name]
Project No. 13133
Drawing Date: 08/13/99
Scale: 1" = 100'

PROJECT: ENT-ORISE SHIP DOCK
PROJECT NO: 13133
DRAWING NO: 13133-01
DATE: 08/13/99
SCALE: 1" = 100'

PROJECT: ENT-ORISE SHIP DOCK
PROJECT NO: 13133
DRAWING NO: 13133-01
DATE: 08/13/99
SCALE: 1" = 100'

ORION MARINE GROUP
DREDGING OPERATIONS
P.O. BOX 100 - 1112 Dredgeway
Plymouth, MA 01959
Phone: 508-832-0725



ORION
MARINE GROUP

EXHIBIT "B"

TENANT'S IMPROVEMENTS

Planned Improvements:

Initial Construction (goal is that these items be completed prior to the Operations Commencement Date):

- Modifications to the Wharf 7 Dock to allow berthing of vessels up to 900 ft LOA, 143 ft beam and 45 ft draft. Dock modifications include extending the face of the dock approximately 30 ft, the addition of mooring and breasting structures, dredging to the Federal Channel boundary and bulkhead improvements.
- The Wharf 7 Dock topsides will include the addition of up to eight (8) loading arms and six (6) transfer hoses, piping and valve manifolds to connect product to the loading arms/hoses, a new dock house, containment and sumps, dock safety skid, dock gangway, and all fencing, lighting, speakers, alarms, firefighting equipment, safety showers, signage and other safety and security modifications to meet USCG and Enterprise safety and security requirements.
- The Firewater pump structure and pumps located to the north of Wharf 7 will require evaluation and may require modifications or replacement. Piping and valving to the structure may be required.
- Onshore improvements include the addition of piperacks and piping/valving necessary for the transfer of product to/from the dock, new pipelines entering from east of the Ship Channel with launchers/receivers, vapor return blower, thermal oxidizer, product blowdown drum, PIC building, new/expanded roads and area access, proper drainage and erosion control to protect wetlands and surface areas, boat ramp and access for emergency response as required, and all fencing, access gates, lighting, speakers, alarms, firefighting equipment, safety showers, signage and other safety and security modifications to meet USCG and Enterprise safety and security requirements.

Future Construction (not necessarily intended to be completed until after the Operations Commencement Date):

- The addition of loading arms and product transfer hoses to the Wharf 7 Dock topsides and any associate piping/valving to connect the product to the vessel.
- The addition of piping and valving to connect additional lines from the Enterprise facilities to the Wharf 7 dock.

Improvements currently located on the Leased Premises:

- Wharf 7 Dock, firehouse and firewater pumps and associated piping, roads, and fencing

Tab # 10

Existing Property Description

Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

State	County / Tax District	Account	Legal Description	Rate	Assessment	Estimated Tax
04013 - Morgan's Point Tank Farm						
<i>TX</i>						
Harris						
Harris County		0243040060001	Tr 1506 Blk 1506 La Porte ~ 1.597 Acres - Valero	\$0.008	27,826	\$228.71 F
La Porte		0243040060001	Tr 1506 Blk 1506 La Porte ~ 1.597 Acres ~ 1200 N Broadway St - Acct ID 5207 - ISD & City	\$0.020	27,826	\$567.65 F
Harris County		0243040070001	Tr 1507 Blk 1507 La Porte ~ 1.26 Acres - Valero	\$0.008	388,099	\$3,189.95 F
La Porte		0243040070001	Tr 1507 Blk 1507 La Porte ~ 1.26 Acres ~ 1200 N Broadway St ~ Value not yet certified - Acct ID 5209	\$0.020	388,099	\$7,917.22 F
Harris County		0270830000011	Tr 34 & 34B (020*N PT Blks 25 26 & 27) ABST 35 Johnson Hunter Nebraska Syndicate ~ 5.9899 Acres - Valero	\$0.008	417,472	\$3,431.37 F
La Porte		0270830000011	Tr 34 & 34B (020*N PT Blks 25 26 & 27) ABST 35 Johnson Hunter Nebraska Syndicate ~ 5.9899 Acres ~ 1200 N Broadway St - Acct ID 5328	\$0.020	417,472	\$8,516.43 F
Harris County		0401740000025	Tr 3G-1 ABST 5 E Brinson ~ 0.07 Acres - Valero	\$0.008	3,811	\$31.32 F
La Porte		0401740000025	Tr 3G-1 ABST 5 E Brinson ~ 0.07 Acres ~ La Porte Hwy (225) 77571 - Acct ID 6050	\$0.013	3,811	\$50.69 F
Harris County		0401770000021	Tr 4 & 4B ABST 5 E Brinson ~ 10.19 Acres (Land Only) - Valero	\$0.008	665,815	\$5,472.61 F
La Porte		0401770000021	Tr 4 & 4B ABST 5 E Brinson ~ 10.19 Acres (Land Only) - Acct ID 6059	\$0.020	665,815	\$13,582.63 F
Harris County		0402720000003	Tr 10 (020&072*TR 55) ABST 35 J Hunter ~ 45.75 Acres - Valero	\$0.008	6,253,502	\$51,400.03 F
La Porte		0402720000003	Tr 10 (020&072*TR 55) ABST 35 J Hunter ~ 45.75 Acres ~ 1200 N Broadway St - Acct ID 6270	\$0.020	6,253,502	\$122,954.80 F
Harris County		0402720000009	Tr 5B & 5C ABST 35 J Hunter ~ 3.3282 Acres - Valero	\$0.008	65,239	\$536.23 F
La Porte		0402720000009	Tr 5B & 5C ABST 35 J Hunter ~ 3.3282 Acres ~ 1200 N Broadway St - Acct ID 6272	\$0.020	65,239	\$1,330.88 F
Harris County		1044574	Various Vehicles - New Acct. for Morgans Point Vehicles- SR ck before payment assmt or sub??	\$0.008	82,737	\$680.05 F
La Porte		1044574	Various Vehicles - New Acct. for Morgans Point Vehicles- SR ck before payment assmt or sub??	\$0.020	82,737	\$1,687.83 F
Harris County		2177885	Various Vehicles - Sold - No Tax Due - Sold Vehicles. Capture Tax Savings	\$0.008	0	\$0.00 Est
Harris County		2177888	Various Vehicles - Different Situs - No Tax Due - No Situs in Harris Co. Capture Tax Savings	\$0.008	0	\$0.00 Est
Harris					7,904,501	\$221,578.40
Estimate for Cost Center 04013 - Morgan's Point Tank Farm					7,904,501	\$221,578.40



Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

<i>State</i>	<i>County / Tax District</i>	<i>Account</i>	<i>Legal Description</i>	<i>Rate</i>	<i>Assessment</i>	<i>Estimated Tax</i>
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					7,904,501	\$221,578.40
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					Total Amount Estimated	\$0.00
					Total Amount Final	\$221,578.40
					Total Tax Paid for Enterprise Products Operating LP	\$221,578.40

Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

<i>State</i>	<i>County / Tax District</i>	<i>Account</i>	<i>Legal Description</i>	<i>Rate</i>	<i>Assessment</i>	<i>Estimated Tax</i>	
04012 - Morgan's Point Truck & Rail							
<i>TX</i>							
Harris							
Harris County		0402720000004	Tr 10 (Imps Only) (Land * 0402720000003) ABST 35 J Hunter - Valero	\$0.008	322,860	\$2,653.71 F	
La Porte		0402720000004	Tr 10 (Imps Only) (Land * 0402720000003) ABST 35 J Hunter ~ 1200 N Broadway St - Acct ID 6271	\$0.020	322,860	\$6,586.35 F	
					Harris	322,860	\$9,240.06
Estimate for Cost Center 04012 - Morgan's Point Truck & Rail						322,860	\$9,240.06
						322,860	\$9,240.06
Total Amount Estimated						\$0.00	
Total Amount Final						\$9,240.06	
Total Tax Paid for Enterprise Products Operating LP						\$9,240.06	

Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

<i>State</i>	<i>County / Tax District</i>	<i>Account</i>	<i>Legal Description</i>	<i>Rate</i>	<i>Assessment</i>	<i>Estimated Tax</i>	
02550 - Morgan's Point-Shared services							
<i>TX</i>							
Harris							
	Harris County	1010243	M & E Plant Spares @ Dresser-Rand - 2-1010243	\$0.013	31,685	\$404.01	F
	Spring Branch ISD	1010243	M & E Plant Spares @ Dresser-Rand - Valero	\$0.014	31,685	\$441.85	F
	Harris County	1033607	0.34 Miles 6" 1955 - Valero - Harris Co. formerly 1043669, Harris/SJJC	\$0.008	4,560	\$37.47	F
	Pasadena ISD	1033607	0.34 Miles 6" 1955 - Pasadena ISD	\$0.014	4,560	\$61.56	F
	Harris County	1033613	0.19 Miles 6" 1956 - Valero - Harris Co. formerly 1043671,Harris/SJJC	\$0.008	2,550	\$20.96	F
	Pasadena ISD	1033613	0.19 Miles 6" 1956 -	\$0.014	2,550	\$34.42	F
	Harris County	1043673	20.17 Miles 6" 1956 - Valero - Harris Co. Formerly 1043674. Harris/SJJC	\$0.008	270,380	\$2,222.37	F
	La Porte	1043673	20.17 Miles 6" 1956 - Valero - ISD	\$0.020	270,380	\$5,515.75	F
	Deer Park City	1043679	2.42 Miles 6" 1956 - Deer Park City -Formerly 1043682	\$0.007	32,440	\$233.57	F
	Harris County	1043679	2.42 Miles 6" 1956 - Harris Co. Formerly 1043680, Harris/SJJC	\$0.024	32,440	\$771.63	F
	Harris County	1043683	6.71 Miles 8" 1957 - Harris/SJJC	\$0.008	89,950	\$739.35	F
	La Porte	1043683	6.71 Miles 8" 1957 - Valero - ISD	\$0.013	89,950	\$1,196.34	F
	Goose Creek CISD	1043687	6.71 Miles 6" 1955 - ISD was 1043675	\$0.017	89,950	\$1,481.92	F
	Harris County	1043687	6.71 Miles 6" 1955 - Harris Co	\$0.006	89,950	\$572.40	F
	Clear Creek ISD	1043688	6.66 Miles 6" 1956 - Harris Co	\$0.014	89,280	\$1,249.92	F
	Harris County	1043688	6.66 Miles 6" 1956 - Harris Co	\$0.006	89,280	\$568.13	F
	Clear Creek ISD	1043689	17.22 Miles 6" 1957 - Clear Creek Isd	\$0.014	230,840	\$3,231.76	F
	Harris County	1043689	17.22 Miles 6" 1957 - Harris Co	\$0.006	230,840	\$1,468.93	F
	Harris County	1043690	8.95 Miles 6" 1960 - Harris Co	\$0.008	119,980	\$986.18	F
	La Porte	1043690	8.95 Miles 6" 1960 - La Porte ISD & City	\$0.020	119,980	\$2,447.59	F
	Goose Creek CISD	1043695	12.26 Miles 8" 1981 (was 1.74 added 4.62+5.9) - ISD	\$0.017	329,510	\$5,428.64	F
	Harris County	1043695	12.26 Miles 8" 1981 (was 1.74 added 4.62+5.9) - Harris Co Formerly 1043696	\$0.006	329,510	\$2,096.79	F
	Harris County	1050437	Est. 2012 F&F M&E Computers PENDING 7/28/09 - Harris/SJJC	\$0.008	182,300	\$1,498.39	F
	La Porte	1050437	Est. 2012 F&F M&E Computers PENDING 7/28/09 - LaPorte - City & School	\$0.020	182,300	\$3,718.92	F
Harris					1,473,425	\$36,428.85	



Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

<i>State</i>	<i>County / Tax District</i>	<i>Account</i>	<i>Legal Description</i>	<i>Rate</i>	<i>Assessment</i>	<i>Estimated Tax</i>
02550 - Morgan's Point-Shared services						
		Estimate for Cost Center 02550 - Morgan's Point-Shared services			1,473,425	\$36,428.85
					1,473,425	\$36,428.85
					Total Amount Estimated	\$0.00
					Total Amount Final	\$36,428.85
					Total Tax Paid for Enterprise Products Operating LP	\$36,428.85



Property Tax by Cost Center - Detail

00401 - Enterprise Products Operating LP - Tax Year 2013

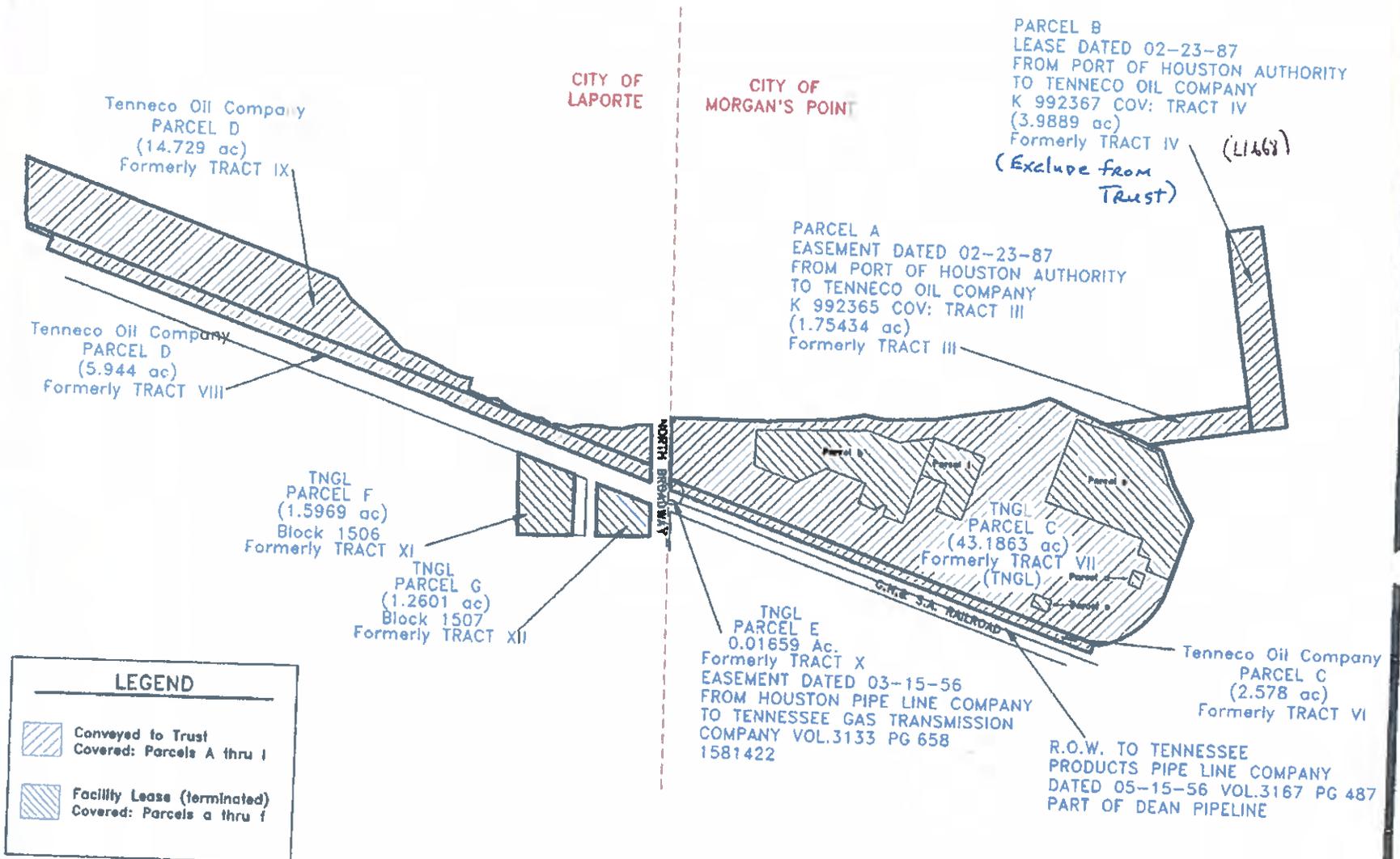
<i>State</i>	<i>County / Tax District</i>	<i>Account</i>	<i>Legal Description</i>	<i>Rate</i>	<i>Assessment</i>	<i>Estimated Tax</i>	
23001 - Morgan's Point Crude Oil Loading							
TX							
Harris							
Harris County	2147215	2.78	Miles 18" 2011 - Harris & SJJC	\$0.008	1,294,990	\$10,644.04	F
La Porte	2147215	2.78	Miles 18" 2011 - La Porte ISD	\$0.020	1,294,990	\$26,417.80	F
Harris County	2173813	5.46	Miles 18" 2012 - Harris & SJJC	\$0.008	2,559,620	\$21,038.53	F
La Porte	2173813	5.46	Miles 18" 2012 - La Porte ISD	\$0.020	2,559,620	\$52,216.25	F
Clear Creek ISD	2173815	6.79	Miles 18" 2012 -	\$0.014	3,183,110	\$44,563.54	F
Harris County	2173815	6.79	Miles 18" 2012 -	\$0.006	3,183,110	\$20,255.34	F
Clear Creek ISD	2173816		Anahuac Meter Station -	\$0.014	1,372,560	\$19,215.84	F
Harris County	2173816		Anahuac Meter Station -	\$0.009	1,372,560	\$12,434.54	F
Harris County	2173817		Morgans Point Terminal - Harris & SJJC	\$0.008	1,440,760	\$11,842.17	F
La Porte	2173817		Morgans Point Terminal - La Porte ISD	\$0.013	1,440,760	\$19,162.11	F
Harris					9,851,040	\$237,790.16	
Estimate for Cost Center 23001 - Morgan's Point Crude Oil Loading					9,851,040	\$237,790.16	
					9,851,040	\$237,790.16	
Total Amount Estimated						\$0.00	
Total Amount Final						\$237,790.16	
Total Tax Paid for Enterprise Products Operating LP						\$237,790.16	

LA PORTE/MTBE FACILITY (TRACT 1)

December 23, 1991



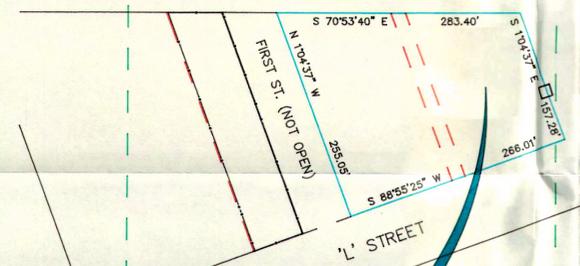
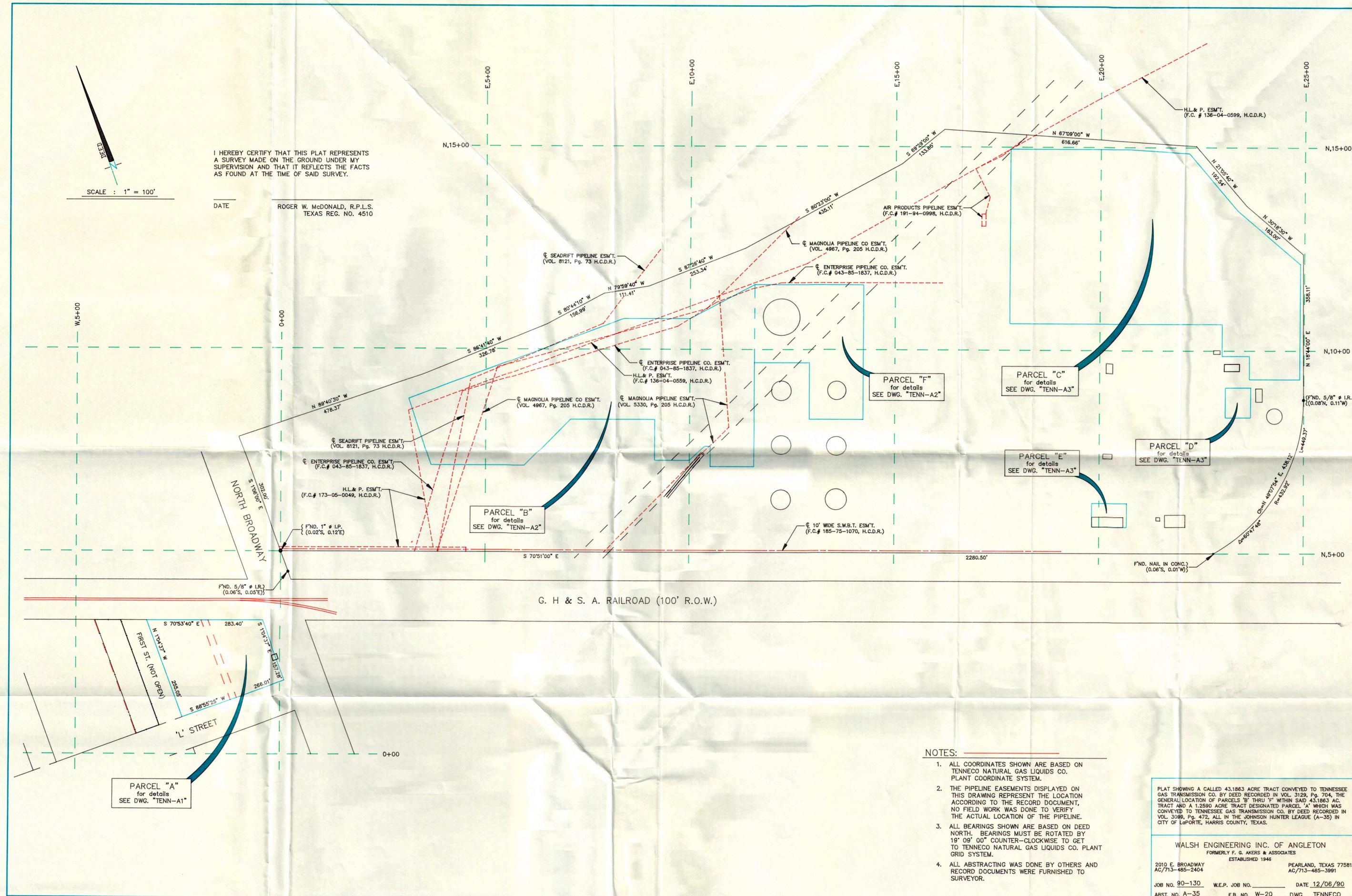
Parcels A, B & C are in city of Morgan's Point
Boundary is east line of Broadway





I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT IT REFLECTS THE FACTS AS FOUND AT THE TIME OF SAID SURVEY.

DATE _____ ROGER W. McDONALD, R.P.L.S.
TEXAS REG. NO. 4510



- NOTES:
1. ALL COORDINATES SHOWN ARE BASED ON TENNECO NATURAL GAS LIQUIDS CO. PLANT COORDINATE SYSTEM.
 2. THE PIPELINE EASEMENTS DISPLAYED ON THIS DRAWING REPRESENT THE LOCATION ACCORDING TO THE RECORD DOCUMENT, NO FIELD WORK WAS DONE TO VERIFY THE ACTUAL LOCATION OF THE PIPELINE.
 3. ALL BEARINGS SHOWN ARE BASED ON DEED NORTH. BEARINGS MUST BE ROTATED BY 19° 09' 00" COUNTER-CLOCKWISE TO GET TO TENNECO NATURAL GAS LIQUIDS CO. PLANT GRID SYSTEM.
 4. ALL ABSTRACTING WAS DONE BY OTHERS AND RECORD DOCUMENTS WERE FURNISHED TO SURVEYOR.

PLAT SHOWING A CALLED 43.1863 ACRE TRACT CONVEYED TO TENNESSEE GAS TRANSMISSION CO. BY DEED RECORDED IN VOL. 3129, Pg. 704, THE GENERAL LOCATION OF PARCELS "B" THRU "F" WITHIN SAID 43.1863 AC. TRACT AND A 1.2590 ACRE TRACT DESIGNATED PARCEL "A" WHICH WAS CONVEYED TO TENNESSEE GAS TRANSMISSION CO. BY DEED RECORDED IN VOL. 3089, Pg. 472, ALL IN THE JOHNSON HUNTER LEAGUE (A-35) IN CITY OF LaPORTE, HARRIS COUNTY, TEXAS.

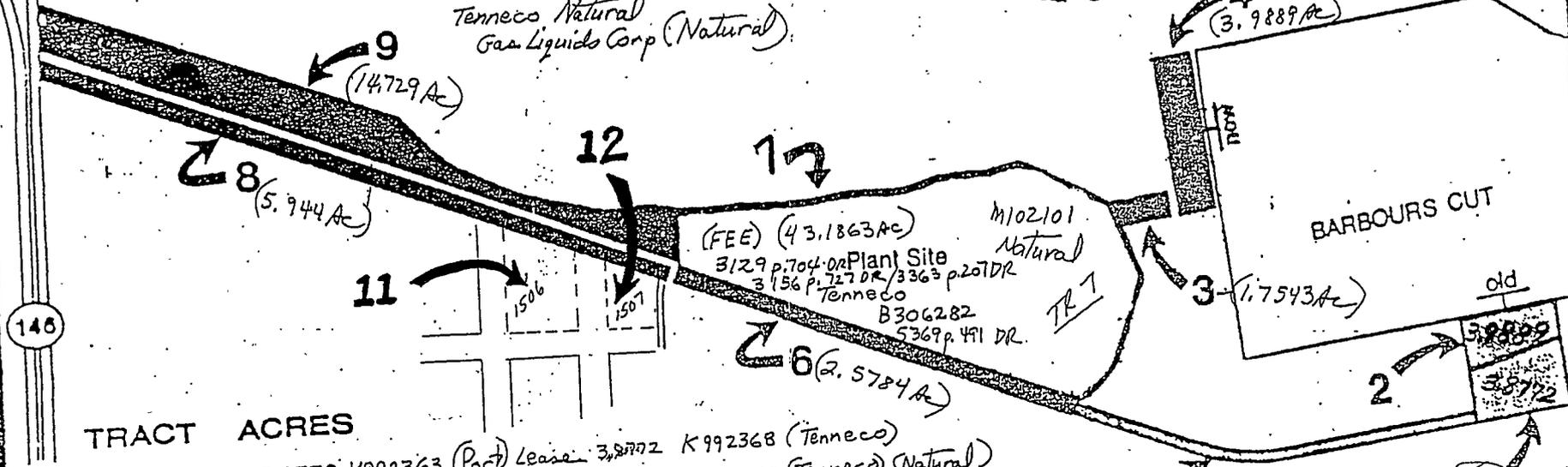
WALSH ENGINEERING INC. OF ANGLETON
FORMERLY F. G. AKERS & ASSOCIATES
ESTABLISHED 1946
2010 E. BROADWAY AC/713-485-2404 PEARLAND, TEXAS 77581 AC/713-485-3991
JOB NO. 90-130 W.E.P. JOB NO. _____ DATE 12/06/90
ABST. NO. A-35 F.B. NO. W-20 DWG. TENNECO

County Engineer

EXHIBIT "A"

Port of Houston (Port)
Tenneco Oil Co. (Tenneco)
Tenneco Natural
Gas Liquids Corp (Natural)

WDeed
M102101 Tenneco to Natural
43.1863 Ac Fee (Plant site) (Tract 7)
1.75434 Ac (Tract 5)
3.9889 Ac Leasehold (Tract 2)
2.578 Ac Leasehold (Tract 6)
36' Road Easement (3133 p. 658 DR / 3153 p. 477 DR / 5750 p. 286)



140

TRACT ACRES

- (FEE) 1 3.8772 K992363 (Port) Lease 3,8772 K992368 (Tenneco)
- (FEE) 2 3.9889 2272 p. 473 (Port) Lease 3.9889 K992368 (Tenneco) (Natural)
- (FEE) 3 1.7543-2272 p. 473 (Port) Lease K992365 (Tenneco)
- (FEE) 4 3.9889 2272 p. 473 (Port) Lease K992367 (Tenneco)
- (FEE) 5 1.7543 2272 p. 473 (Port) Lease 1.7543 K992368 (Tenneco) (Natural)
- (FEE) 6 2.5784 K992364 (Tenneco) **ACQUIRED BY TENNECO**
Leasehold M102101 (Natural)
- (FEE) 8 5.944 K992364 (Tenneco) **ACQUIRED BY PORT OF HOUSTON**
- (FEE) 9 14.729 K992364 (Tenneco)
- (FEE) 7 43.1863 M102101 (Natural) Lease M952432 La Porte MTBE Limited
- (FEE) 10 36' Road Eas. (Houston, P.L. Co)

(Exchange) substituted 1,2 and 5 for Tracts 3 and 4

BARGE/TANKER DOCK PROPERTY EXCHANGE PLAN

- (FEE) 11 BIK 1506 M949044 (Natural)
- (FEE) 12 BIK ~~1506~~ 1507 M949044 (Natural)

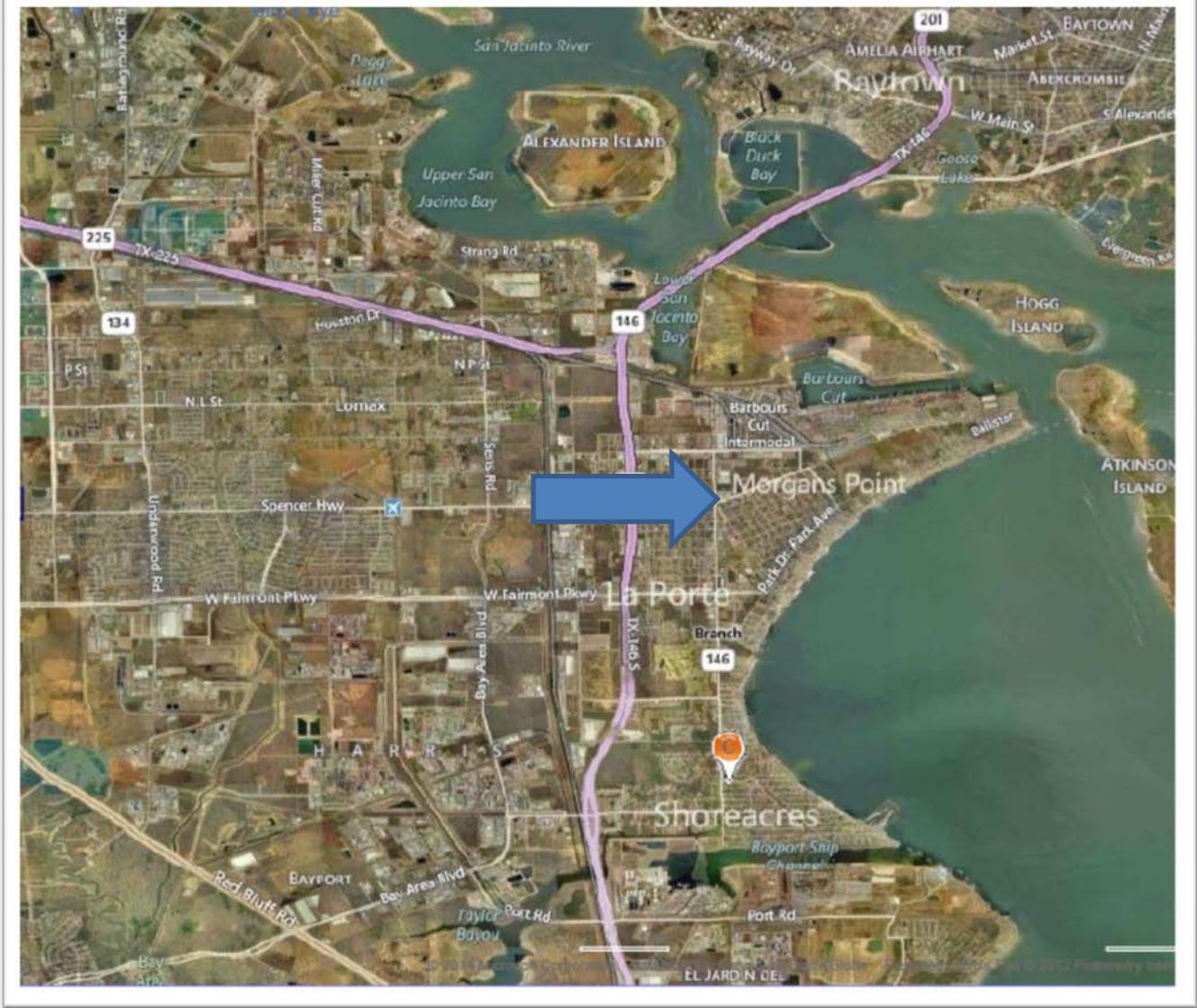
REV 4 10-22-86

074-68-155A

Part of Doc
K992367

Tab # 11

Vicinity Map



Tab # 12

Not Applicable

Tab # 13

Wage Calculation

Calculation of wages Information -Based on Most Recent Data Available

110% of County Average Weekly Wage for all Jobs

Year	Period	Wages
2013	1st Qtr	1,377
2013	2nd Qtr	1,215
2013	3rd Qtr	1,204
2013	4th Qtr	1,355
	Average	1,288
		Average Weekly Salary
		110%
		\$ 1,416.53

110% of County Average Weekly Wage for Manufacturing jobs in County

Year	Period	Wages
2013	1st Qtr	1,640
2013	2nd Qtr	1,450
2013	3rd Qtr	1,441
2013	4th Qtr	1,591
	Average	1,531
		Average Weekly Salary
		110%
		\$ 1,683.55

110% of County Average Weekly Wage for Manufacturing jobs in Region

26.59 per hour
 40 hr per week
\$ 1,063.60 Average weekly Salary
 110%
 \$ 1,169.96
 52 Weeks
\$ 60,837.92 Annual Salary

Quarterly Employment and Wages (QCEW)

FOR ALL INDUSTRIES JOBS IN HARRIS COUNTY

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	1st Qtr	Harris County	Private	00	0	10	Total, All Industries	\$1,377
2013	2nd Qtr	Harris County	Private	00	0	10	Total, All Industries	\$1,215
2013	3rd Qtr	Harris County	Private	00	0	10	Total, All Industries	\$1,204
2013	4th Qtr	Harris County	Private	00	0	10	Total, All Industries	\$1,355

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Quarterly Employment and Wages (QCEW)

FOR MANUFACTURING JOBS IN HARRIS COUNTY

Page 1 of 1 (40 results/page)

Year	Period	Area	Ownership	Division	Level	Ind Code	Industry	Avg Weekly Wages
2013	1st Qtr	Harris County	Private	31	2	31-33	Manufacturing	\$1,640
2013	2nd Qtr	Harris County	Private	31	2	31-33	Manufacturing	\$1,450
2013	3rd Qtr	Harris County	Private	31	2	31-33	Manufacturing	\$1,441
2013	4th Qtr	Harris County	Private	31	2	31-33	Manufacturing	\$1,591

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**2012 Manufacturing Wages by Council of Government Region
Wages for All Occupations**

COG	Wages	
	Hourly	Annual
Texas	\$23.56	\$48,996
<u>1. Panhandle Regional Planning Commission</u>	\$20.12	\$41,850
<u>2. South Plains Association of Governments</u>	\$16.18	\$33,662
<u>3. NORTEX Regional Planning Commission</u>	\$17.83	\$37,076
<u>4. North Central Texas Council of Governments</u>	\$24.68	\$51,333
<u>5. Ark-Tex Council of Governments</u>	\$16.84	\$35,032
<u>6. East Texas Council of Governments</u>	\$19.61	\$40,797
<u>7. West Central Texas Council of Governments</u>	\$18.24	\$37,941
<u>8. Rio Grande Council of Governments</u>	\$16.17	\$33,631
<u>9. Permian Basin Regional Planning Commission</u>	\$21.93	\$45,624
<u>10. Concho Valley Council of Governments</u>	\$16.33	\$33,956
<u>11. Heart of Texas Council of Governments</u>	\$19.07	\$39,670
<u>12. Capital Area Council of Governments</u>	\$26.03	\$54,146
<u>13. Brazos Valley Council of Governments</u>	\$16.55	\$34,424
<u>14. Deep East Texas Council of Governments</u>	\$16.20	\$33,698
<u>15. South East Texas Regional Planning Commission</u>	\$29.38	\$61,118
<u>16. Houston-Galveston Area Council</u>	\$26.59	\$55,317
<u>17. Golden Crescent Regional Planning Commission</u>	\$21.03	\$43,742
<u>18. Alamo Area Council of Governments</u>	\$18.40	\$38,280
<u>19. South Texas Development Council</u>	\$13.54	\$28,170
<u>20. Coastal Bend Council of Governments</u>	\$22.97	\$47,786
<u>21. Lower Rio Grande Valley Development Council</u>	\$16.33	\$33,961
<u>22. Texoma Council of Governments</u>	\$22.57	\$46,949
<u>23. Central Texas Council of Governments</u>	\$17.16	\$35,689
<u>24. Middle Rio Grande Development Council</u>	\$18.93	\$39,380

Source: Texas Occupational Employment and Wages

Data published: July 2013

Data published annually, next update will be July 31, 2014

Note: Data is not supported by the Bureau of Labor Statistics (BLS).

Wage data is produced from Texas OES data, and is not to be compared to BLS estimates.

Data intended for TAC 313 purposes only.

Tab # 14

Schedules A1 ,A2, B, C and D

Schedule A (Rev. May 2010): Investment

Applicant Name **Enterprise Products, LP**

ISD Name **La Port ISD**

Form 50-296

PROPERTY INVESTMENT AMOUNTS									
(Estimated investment in each year. Do not put cumulative totals.)									
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year below) YYYY	Column A: Tangible Personal Property The amount of new investment (original cost) placed in service during this year	Column B: Building or permanent nonremovable component of building (annual amount only)	Column C: Sum of A and B Qualifying Investment (during the qualifying time period)	Column D: Other investment that is not qualified investment but investment affecting economic impact and total value	Column E: Total Investment (A+B+D)
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)	Investment made before filing complete application with district (neither qualified property nor eligible to become qualified investment)		2013-2014	2013	-	-		-	-
	Investment made after filing complete application with district, but before final board approval of application (eligible to become qualified property)		2014-2015	2014	\$ -	-		-	\$ -
	Investment made after final board approval of application and before Jan. 1 of first complete tax year of qualifying time period (qualified investment and eligible to become qualified property)		2014-2015	2014		173,525,000		-	173,525,000
Complete tax years of qualifying time period		1	2015-2016	2015		\$ 694,100,000		\$ -	\$ 694,100,000
		2	2016-2017	2016	\$ -	\$ 432,375,000	\$ -		\$ 432,375,000
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2017-2018	2017	-	-		-	-
		4	2018-2019	2018	-	-		-	-
		5	2019-2020	2019	-	-		-	-
		6	2020-2021	2020	-	-		-	-
		7	2021-2022	2021	-	-		-	-
		8	2022-2023	2022	-	-		-	-
		9	2023-2024	2023	-	-		-	-
		10	2024-2025	2024	-	-		-	-
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025	-	-		-	-
		12	2026-2027	2026	-	-		-	-
		13	2027-2028	2027	-	-		-	-
Post- Settle-Up Period		14	2028-2029	2028	-	-		-	
Post- Settle-Up Period		15	2029-2030	2029	-	-		-	

Qualifying Time Period usually begins with the final board approval of the application and extends generally for the following two complete tax years.

Column A: This represents the total dollar amount of planned investment in tangible personal property the applicant considers qualified investment - as defined in Tax Code §313.021(1)(A)-(D). For the purposes of investment, please list amount invested each year, not cumulative totals. [For the years outside the qualifying time period, this number should simply represent the planned investment in tangible personal property]. Include estimates of investment for "replacement" property-property that is part of original agreement but scheduled for probable replacement during limitation period.

Column B: The total dollar amount of planned investment each year in buildings or nonremovable component of buildings that the applicant considers qualified investment under Tax Code §313.021(1)(E).

For the years outside the qualifying time period, this number should simply represent the planned investment in new buildings or nonremovable components of buildings.

Column D: Dollar value of other investment that may not be qualified investment but that may affect economic impact and total value-for planning, construction and operation of the facility. The most significant example for many projects would be land. Other examples may be items such as professional services, etc. Note: Land can be listed as part of investment during the "pre-year 1" time period. It cannot be part of qualifying investment.

Notes: For advanced clean energy projects, nuclear projects, projects with deferred qualifying time periods, and projects with lengthy application review periods, insert additional rows as needed.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.


SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

5/30/14
DATE

**Schedule B (Rev. May 2010): Estimated Market And Taxable Value
Enterprise Products, LP**

Applicant Name

ISD Name

La Porte ISD

Form 50-296

					Qualified Property			Reductions from Market Value	Estimated Taxable Value	
		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Estimated Market Value of Land	Estimated Total Market Value of new buildings or other new improvements	Estimated Total Market Value of tangible personal property in the new building or "in or on the new improvement"	Exempted Value	Final taxable value for I&S - after all reductions	Final taxable value for M&O--after all reductions
		pre- year 1	2014-2015	2014	-	-	-	-	-	-
	Complete tax years of qualifying time period	1	2015-2016	2015	-	-	112,791,250	-	112,791,250	112,791,250
		2	2016-2017	2016	-	-	307,380,000	15,369,000	292,011,000	292,011,000
	Tax Credit Period (with 50% cap on credit)	3	2017-2018	2017	-	-	1,204,929,600	59,041,550	1,145,888,050	10,000,000
		4	2018-2019	2018	-	-	1,180,831,008	57,860,719	1,122,970,289	10,000,000
		5	2019-2020	2019	-	-	1,157,214,388	56,703,505	1,100,510,883	10,000,000
		6	2020-2021	2020	-	-	1,134,070,100	55,569,435	1,078,500,665	10,000,000
		7	2021-2022	2021	-	-	1,111,388,698	54,458,046	1,056,930,652	10,000,000
		8	2022-2023	2022	-	-	1,089,160,924	53,368,885	1,035,792,039	10,000,000
		9	2023-2024	2023	-	-	1,067,377,706	52,301,508	1,015,076,198	10,000,000
		10	2024-2025	2024	-	-	1,046,030,152	51,255,477	994,774,674	10,000,000
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025	-	-	1,025,109,548	50,230,368	974,879,181	974,879,181
		12	2026-2027	2026	-	-	1,004,607,358	49,225,761	955,381,597	955,381,597
		13	2027-2028	2027	-	-	984,515,210	48,241,245	936,273,965	936,273,965
Post- Settle-Up Period		14	2028-2029	2028	-	-	964,824,906	47,276,420	917,548,486	917,548,486
Post- Settle-Up Period		15	2029-2030	2029	-	-	945,528,408	46,330,892	899,197,516	899,197,516

Notes: Market value in future years is good faith estimate of future taxable value for the purposes of property taxation.

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

Curt Tate
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

5/30/14
DATE

Schedule C- Application: Employment Information

Applicant Name
ISD Name

Enterprise Products, LP
La Porte ISD

Form 50-296

		Year	School Year (YYYY-YYYY)	Tax Year (Fill in actual tax year) YYYY	Construction		New Jobs		Qualifying Jobs	
					Column A: Number of Construction FTE's or man-hours (specify)	Column B: Average annual wage rates for construction workers	Column C: Number of new jobs applicant commits to create (cumulative)	Column D: Average annual wage rate for all new jobs.	Column E: Number of qualifying jobs applicant commits to create meeting all criteria of Sec. 313.021(3) (cumulative)	Column F: Average annual wage of qualifying jobs
		pre- year 1	2014-2015	2014	0	\$ 0	0	\$ -	0	\$ -
	Complete tax years of qualifying time period	1	2015-2016	2015	500 FTE	\$ 60,000	5	\$ 70,000	5	\$ 70,000
		2	2016-2017	2016	500 FTE	\$ 60,000	7	\$ 70,000	7	\$ 70,000
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	3	2017-2018	2017			10	\$ 70,000	10	\$ 70,000
		4	2018-2019	2018			10	\$ 70,000	10	\$ 70,000
		5	2019-2020	2019			10	\$ 70,000	10	\$ 70,000
		6	2020-2021	2020			10	\$ 70,000	10	\$ 70,000
		7	2021-2022	2021			10	\$ 70,000	10	\$ 70,000
		8	2022-2023	2022			10	\$ 70,000	10	\$ 70,000
		9	2023-2024	2023			10	\$ 70,000	10	\$ 70,000
		10	2024-2025	2024			10	\$ 70,000	10	\$ 70,000
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025			10	\$ 70,000	10	\$ 70,000
		12	2026-2027	2026			10	\$ 70,000	10	\$ 70,000
		13	2027-2028	2027			10	\$ 70,000	10	\$ 70,000
Post- Settle-Up Period		14	2028-2029	2028			10	\$ 70,000	10	\$ 70,000
Post- Settle-Up Period		15	2029-2030	2029			10	\$ 70,000	10	\$ 70,000

Notes: For job definitions see TAC §9.1051(14) and Tax Code §313.021(3).

This schedule must be submitted with the original application and any application for tax credit. When using this schedule for any purpose other than the original application, replace original estimates with actual appraisal district data for past years and update estimates for current and future years. If original estimates have not changed, enter those amounts for future years.

Curt Jato

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

5/30/14

DATE

Schedule D: (Rev. May 2010): Other Tax Information

Applicant Name

Enterprise Products, LP

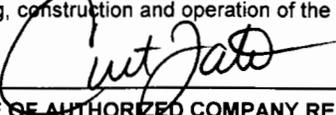
ISD Name

La Porte ISD

Form 50-296

					Sales Tax Information		Franchise Tax	Other Property Tax Abatements Sought			
					Sales Taxable Expenditures		Franchise Tax	County	City	Hospital	Other
		Year	School Year (YYYY-YYYY)	Tax/Calendar Year YYYY	Column F: Estimate of total annual expenditures* subject to state sales tax	Column G: Estimate of total annual expenditures* made in Texas NOT subject to sales tax	Column H: Estimate of Franchise tax due from (or attributable to) the applicant	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement	Fill in percentage exemption requested or granted in each year of the Agreement
The year preceding the first complete tax year of the qualifying time period (assuming no deferrals)			2014-2015	2014							
	Complete tax years of qualifying time period	1	2015-2016	2015	\$ 173,525,000	\$ 520,575,000	\$ 33,000,000	N/A	N/A	N/A	100
		2	2016-2017	2016	\$ 64,856,250	\$ 367,518,750	\$ 33,000,000	N/A	N/A	N/A	100
		3	2017-2018	2017	\$ 432,375,000	\$ 432,375,000	\$ 33,000,000	N/A	N/A	N/A	100
Tax Credit Period (with 50% cap on credit)	Value Limitation Period	4	2018-2019	2018	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		5	2019-2020	2019	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		6	2020-2021	2020	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		7	2021-2022	2021	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		8	2022-2023	2022	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		9	2023-2024	2023	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
		10	2024-2025	2024	\$ 215,000		\$ 33,000,000	N/A	N/A	N/A	100
Credit Settle-Up Period	Continue to Maintain Viable Presence	11	2025-2026	2025	\$ 215,000		\$ 33,000,000				
		12	2026-2027	2026	\$ 215,000		\$ 33,000,000				
		13	2027-2028	2027	\$ 215,000		\$ 33,000,000				
Post- Settle-Up Period		14	2028-2029	2028	\$ 215,000		\$ 33,000,000				
Post- Settle-Up Period		15	2029-2030	2029	\$ 600,000		\$ 33,000,000				

*For planning, construction and operation of the facility.



 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

5/30/14

 DATE

Tab # 15

Not Applicable

Tab # 16

Reinvestment Zone

This will be submitted once approved by La Porte ISD Board. Estimated approval date July 20, 2014

Tab # 17

Authorization Page