

TCEQ Interoffice Memorandum

To: Office of the Chief Clerk
Texas Commission on Environmental Quality

Thru: Chris Kozlowski, Team Leader
Water Rights Permitting Team

From: Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team

Date: August 4, 2025

Subject: All Bunkering LLC
WRPERM 14135
CN606355329, RN112229919
Application No. 14135 for a Water Use Permit
Texas Water Code § 11.121, Requiring Published and Mailed Notice
Texas Bayou, Neches-Trinity Coastal Basin
Jefferson County

The referenced application was received on June 11, 2025, and fees were received on June 12, 2025. The application was declared administratively complete and filed with the Office of the Chief Clerk on August 4, 2025. Published and mailed notice to water right holders in the Neches-Trinity Coastal Basin is required pursuant to Title 30 Texas Administrative Code §§ 295.151 - 295.153.

All fees have been paid, and the application is sufficient for filing.

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required

☒ **YES**

☐ **NO**

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 4, 2025

Ms. Priya Srinivasan, Lead Regulatory Specialist
Worley
5995 Rogerdale Rd.
Houston, TX 77072-1601

VIA E-MAIL

RE: All Bunkering LLC
WRPERM 14135
CN606355329, RN112229919
Application No. 14135 for a Water Use Permit
Texas Water Code § 11.121, Requiring Mailed and Published Notice
Texas Bayou, Neches-Trinity Coastal Basin
Jefferson County

Dear Ms. Srinivasan:

This acknowledges receipt, on June 11, 2025, of the application, and on June 12, 2025, of fees in the amount of \$291.56 (Receipt Nos. M558355A/B, copies attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on August 4, 2025. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me at lillian.beerman@tceq.texas.gov or by telephone at (512) 239-4019.

Sincerely,

Lillian E. Beerman, Ph.D.

Lillian E. Beerman, Ph.D., Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachments



12-JUN-25 03:15 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>		<u>Ref#1</u>		<u>Check Number</u>		<u>CC Type</u>		<u>Slip Key</u>		<u>Tran Date</u>	<u>Tran Amount</u>
	<u>Account#</u>	<u>Account Name</u>	<u>Ref#2</u>	<u>Paid In By</u>	<u>Card Auth.</u>	<u>User Data</u>	<u>Tran Code</u>	<u>Rec Code</u>	<u>Document#</u>			
WTR USE PERMITS	WUP		M558355A		4				B800115742		12-JUN-25	- \$175.00
	WUP				061225		N		D5803053			
		WATER USE PERMITS		ATL GAS US		RHDAVIS		CK				
				LLC								

Total (Fee Code) :

- \$175.00

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JUN 16 2025
Water Availability Division



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TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Date</u>	<u>Tran Amount</u>
	<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>		
NOTICE FEES-WUP-	PTGU	M558355B	4		BS00115742	12-JUN-25	-\$116.56
WATER USE PERM	PTGU		061225	N	D5803053		
NOTICE FEES WUP WATER USE		ALL GAS US	RHDAVIS	CK			
PERMITS		LLC					

Total (Fee Code):

-\$116.56

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WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	\$100
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	N/A
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x ⁵⁰ _____ Maximum annual diversion of State Water in acre-feet. **	\$50
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	N/A
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	N/A
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	\$116.56
TOTAL		\$291.56

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

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JUN 16 2025



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	<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>		
WTR USE PERMITS	WUP	M558355A	4		B800115742	12-JUN-25	-\$175.00
	WUP		061225	N	D5803053		
WATER USE PERMITS		ATL GAS US	RHDAVIS	CK			
		LLC					

Total (Fee Code) :

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				<u>Ref#2</u>	<u>Paid In By</u>	<u>Card Auth.</u>	<u>User Data</u>		<u>Tran Code</u>	<u>Document#</u>		
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WATER USE PERM	PTGU					061225		N		D5803053		
NOTICE FEES WUP WATER USE				ALL GAS US		RHDAVIS		CK				
PERMITS				LLC								

Total (Fee Code):

- \$116.56

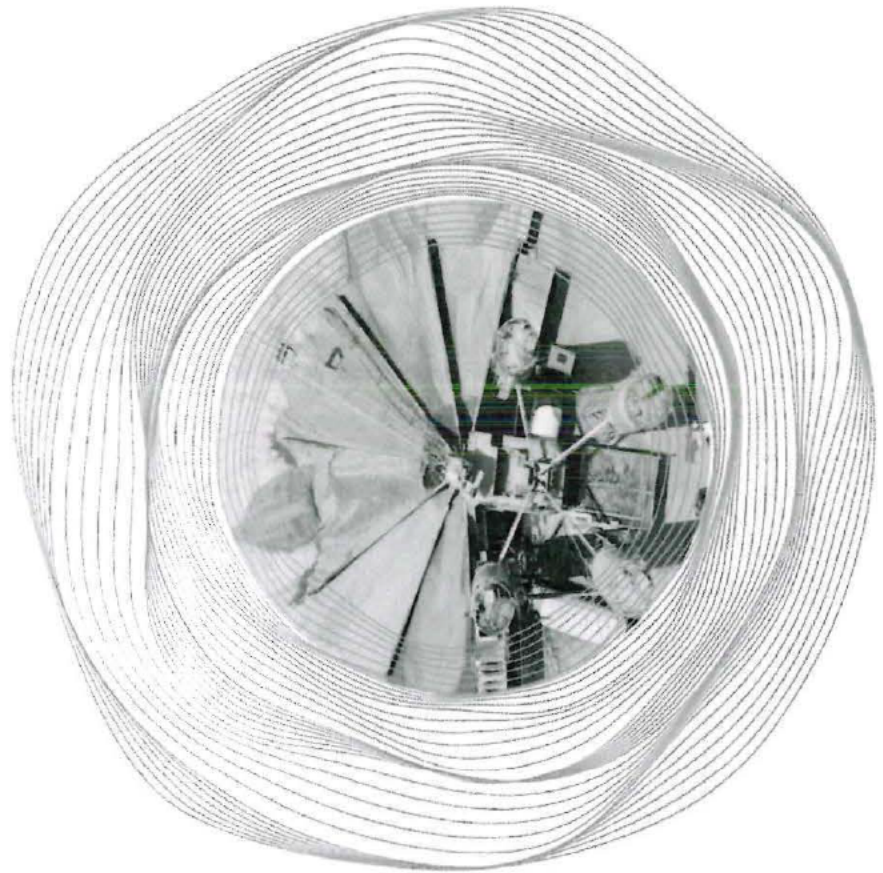
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ALL BUNKERING, LLC

Surface Water Rights Permit Application

RECEIVED
JUN 11 2025
Water Availability Division



DD Month YYYY

Level 17 141 Walker Street
North Sydney NSW 2060
Australia

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Worley Limited
ABN 17 096 090 158

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Appendix A. Maps and Plot Plans

Appendix B. Water Conservation Plan

Appendix C. Certificate of Conversion and Property Special Warranty Deed

Appendix D. Corporate Authorization for Duly Authorized Representative



1. Introduction

ALL Bunkering, LLC (ALL Bunkering) owns and operates the ALL Bunkering Terminal (the site) located in Sabine Pass in Port Arthur, Texas. The site will be used for bunkering operations.

The purpose of this document is to provide the necessary information to obtain a water use permit from the TCEQ to provide the site with adequate firewater in case of emergency. Additionally, this water would be used to test the firewater pump systems for mechanical integrity and leaks.

Sections 2 and 3 as well as the appendices contain the supporting information for this application. Section 2 provides the supplemental information in support of the Administrative Information Report (Form TCEQ-10214B). Section 3 provides the supplemental information in support of the Technical Information Report (Form TCEQ-10214C). The appendices contain any of the other attachments needed for the application (maps, photographs, water conservation plan, etc.)



2. Administrative Information Checklist

The Administrative Information Checklist is required to be submitted for each application. This section provides supplemental information in support of the Administrative Information Checklist submitted with this application package.

2.1 Summary of Request

The site contains firewater pumps that are to be used in the case of an emergency. As such, ALL Bunkering is applying for a new appropriation of State Waters to provide the site with adequate firewater in case of an emergency and for periodic mechanical integrity and leak testing of the firewater pump systems.

The site will have one firewater pump that will be used to divert a quantity not to exceed 50 Acre-Feet (AF) of water per year from Texas Bayou in the Neches-Trinity Coastal Basin. The pump will divert water at a maximum flow rate not to exceed 7,000 gallons per minute (gpm). Since the use of water will be on an as needed basis, usage will fluctuate year over year based on emergency occurrences and mechanical intensity and leak testing requirements. ALL Bunkering will take all precautionary measures to ensure that emergency situations do not occur; however, ALL Bunkering wishes to permit the site with enough water in case it is needed for an emergency. ALL Bunkering also must test the firewater system based on manufacturer specifications for mechanical integrity and leaks. As such, the site will need to run the pumps for approximately 30 minutes per week. With this application, ALL Bunkering is requesting a total of 50 AF per year to ensure sufficient water is permitted to account for testing of pump systems and emergency situations. The site will not be storing water; the appropriated water will be released directly back to the Texas Bayou.

Section 3.2 provides further information regarding the quantity, purpose, and place of use of the new appropriation of State Water. Section 3.6 provides detailed information regarding the diversion point.

2.2 Application Information – Signatory Requirements 30 Texas Administrative Code §296.14

Title 30 Texas Administrative Code ("TAC") §295.14 states that if the application is by a corporation, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. This application has been signed by Santiago Garcia (CEO), a duly authorized official of ALL Bunkering, LLC; therefore, the signatory requirements of 30 TAC §295.14 have been met.



3. Technical Information Report

The Technical Information Report is required for applications for new or amended water rights. This section provides supplemental information in support of the Technical Information Report that is submitted with this application.

3.1 Addendum Regarding the State and Regional Water Plans

The state and regional water plans generally do not address every possible use in individual water rights. This application is consistent with the 2021 Region I Water Plan and the 2022 State Water Plan because the proposed water use in this application (industrial/safety) does not conflict with any of the provisions of these Plans.

3.2 Worksheet 1.0: Quantity, Purpose, and Place of Use

This worksheet provides information regarding quantity, purposes, and place of use for new or additional appropriations of State Water or Bed and Banks authorizations. As stated in Worksheet 1.0 of the Technical Information Report, ALL Bunkering is seeking authorization for a new appropriation of State Water in the amount of and not to exceed 50 AF of water per year. That water will be diverted from and returned to Texas Bayou, located in the Neches-Trinity Coastal Basin. The purpose and place of use for the water is detailed below.

3.2.1 Purpose of Use

The new appropriation of State Water requested with this application will be industrial use. ALL Bunkering will use the water for the following reasons.

- Firewater – Water will be used for firefighting in case of an emergency at the site.
- Firewater pump systems flow tests – The firewater pump systems will be periodically tested for mechanical integrity and leaks

3.2.2 Place of Use

The water will be used onsite at the site located in Port Arthur, Texas. A scaled area map and photographs that show the location of the site and proposed diversion point are provided in Appendices 2 and 3.

3.3 Worksheet 1.1: Interbasin Transfers

Worksheet 1.1 applies to new or amended water rights which request to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board ("TWDB") by rule pursuant to Texas Water Code ("TWC") §16.051. With this application, ALL Bunkering is not requesting to transfer State Water between river basins; therefore, this worksheet is not required.



3.4 Worksheet 1.2: Notice. "The Marshall Criteria"

Worksheet 1.2 is intended to assist the TCEQ in determining notice required for certain amendments to existing water rights permits. This application is for a new appropriation of State Water; therefore, this worksheet is not required.

3.5 Worksheet 2.0: Impoundment/Dam Information

Worksheet 2.0 is required for an impoundment, reservoir, and/or dam. ALL Bunkering is not intending to use or construct an impoundment, reservoir, or dam; therefore, this worksheet is not required.

3.6 Worksheet 3.0: Diversion Point (Or Diversion Reach) Information

Worksheet 3.0 is required for each diversion point or diversion reach requested. ALL Bunkering is seeking to divert water from one proposed diversion point. The table below provides a summary of the proposed diversion point and diversion rate. The following subsection provides supplemental information in support of Worksheet 3.0 for the proposed diversion point. According to Worksheet 3.0 TCEQ staff will calculate the drainage area at each diversion point. ALL Bunkering will provide any additional information to TCEQ that is needed to complete these calculations.

Diversion Point No.	Diversion Type	Diversion Method	Latitude/Longitude	Water Course	Maximum Rate of Diversion (gpm)	Plan of diversion
Firewater Pump	Diversion Point 1	Firewater Pump	29.7116531, -93.8598497	Texas Bayou	7,000	Directly From Stream

3.7 Worksheet 4.0: Discharge Information

Worksheet 4.0 is required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. ALL Bunkering is not requesting to authorize discharge into a State Watercourse for conveyance and later withdrawal or in-place use; therefore, this worksheet is not applicable.

3.8 Worksheet 5.0: Environmental Information

Worksheet 5.0 is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins. The worksheet is also required in all basins for requests to change a diversion point, applications using an alternate source of water, and bed and banks applications. ALL Bunkering is not requesting a new appropriation of water in the aforementioned basins. Additionally, ALL Bunkering is not requesting to change a diversion point, apply for an alternate source of water, or apply for a bed and banks application; therefore, this worksheet is not required.



ALL Bunkering will take reasonable measures to avoid impingement and entrainment of aquatic organisms for all new diversion structures. Reasonable measures include, but are not limited to, filter screens.

3.9 Worksheet 6.0: Water Conservation/Drought Contingency Plans

Worksheet 6.0 is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plan is required and to specify the requirements for the plans. The following subsections detail the requirements pertaining to ALL Bunkering

3.9.1 Water Conservation Plan

A Water Conservation Plan must be completed for a request for a new appropriation or use of State Water.

Part III of the Water Conservation Plan must include information which supports the applicant's proposed use of water with consideration of water conservation goals and evaluates conservation as an alternative to the proposed appropriation. It is the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists. ALL Bunkering is requesting to divert 50 AF of water, of which, approximately 98% is expected to be returned directly to the water body it was diverted from. ALL Bunkering has taken conservation into account through development of efficient use and reuse practices stated within the Water Conservation Plan. Due to the amount of water needed for emergency firewater pump system testing, no feasible alternatives exist to the proposed appropriation and the requested amount of appropriation is necessary and reasonable to ensure the facility has adequate water for testing and emergency situations.

A full completed Water Conservation Plan can be found in Appendix C of this application.

3.9.2 Drought Contingency Plan

A Drought Contingency Plan is required for entities that are requesting any authorization in section (1)(a) of Worksheet 6.0. ALL Bunkering is seeking authorization in section (1)(a); however, the requested authorization is for industrial use, which does not fall under the municipal, irrigation, or wholesale categories listed on the Drought Contingency Plan requirements. Therefore, a Drought Contingency Plan is not required for this application.

3.10 Worksheet 7.0: Accounting Plan Information Worksheet

Accounting Plans are generally required for applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point. With this application ALL Bunkering is requesting 50 AF per year and will be diverting the water from the Texas Bayou; therefore, this project does not require an Accounting Plan.



3.11 Worksheet 8.0: Calculation of Fees

Worksheet 8.0 is used for calculating required application fees. Below is the list of applicable application fees for this requested authorization:

- Filing Fee – \$100
- Recording Fee – \$25
- Use Fee– \$50 (\$1.00 per AF X 50 AF requested)
- Mailed Notice – \$116.56
- Total – \$291.56

The requested appropriation of State Water will not be used for irrigation and will not be stored onsite; therefore, the Agriculture Use Fee, Storage Fee, and Recreational Storage Fee are not applicable.

3.12 Certificate of Conversion and Property Special Warranty Deeds

The title ownership of all tracts of land for the facility in this proposed application are held by ALL LNG, LLC. The letters of consent from ALL LNG to ALL Bunkering for use of the land is found in Appendix D. The Property Special Warranty Deeds for all tracts of land can also be found in Appendix D.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): ALL Bunkering, LLC

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N

Y **Administrative Information Report**

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y **Technical Information Report**

Y USGS Map (or equivalent)

Y Map Showing Project Details

Y Original Photographs

N Water Availability Analysis

Y **Worksheet 1.0**

N Recorded Deeds for Irrigated Land

N Consent for Irrigated Land

N **Worksheet 1.1**

N Addendum to Worksheet 1.1

N **Worksheet 1.2**

N **Worksheet 2.0**

N Additional W.S. 2.0 for Each Reservoir

N Dam Safety Documents

N Notice(s) to Governing Bodies

N Recorded Deeds for Inundated Land

N Consent for Inundated Land

Y/N

Y **Worksheet 3.0**

Y Additional W.S. 3.0 for each Point

Y Recorded Deeds for Diversion Points

N Consent for Diversion Access

N **Worksheet 4.0**

N TPDES Permit(s)

N WWTP Discharge Data

N Groundwater Well Permit

N Signed Water Supply Contract

N **Worksheet 4.1**

N **Worksheet 5.0**

N Addendum to Worksheet 5.0

Y **Worksheet 6.0**

Y Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

N **Worksheet 7.0**

N Accounting Plan

Y **Worksheet 8.0**

Y Fees

Y Public Involvement Plan

RECEIVED

JUN 11 2025

Water Availability Division

ADMINISTRATIVE INFORMATION REPORT

The following information is **required** for all new applications and amendments.

*****Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

- ☒ New Appropriation of State Water
☐ Amendment to a Water Right *
☐ Bed and Banks

**If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.*

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

See additional text section 2.1

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

ALL Bunkering, LLC

(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at
<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : _____ (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Santiago Garcia

Title: CEO

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Y

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at
<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Santiago Garcia

Mailing Address: 5847 San Felipe St., Suite 2020

City: Houston

State: Texas

ZIP Code: 77057

Indicate an X next to the type of Applicant:

☐ Individual

☐ Sole Proprietorship-D.B.A.

☐ Partnership

☒ Corporation

☐ Trust

☐ Estate

☐ Federal Government

☐ State Government

☐ County Government

☐ City Government

☐ Other Government

☐ Other _____

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 32095676774 SOS Charter (filing) Number: _____

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Priya Srinivasan

Title: Lead Regulatory Specialist

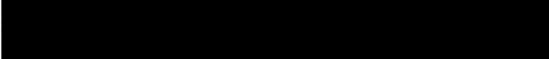
Organization Name: Worley

Mailing Address: 5995 Rogerdale Road

City: Houston State: Texas ZIP Code: 77072

Phone Number: 713-515-7980

Fax Number: _____

E-mail Address: 

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

- a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? Yes / No No

If yes, provide the following information:

Account number: _____ Amount past due: _____

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? Yes / No No

If yes, please provide the following information:

Enforcement order number: _____ Amount past due: _____

- b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? Yes / No Yes

- c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:

https://www3.twdb.texas.gov/apps/reports/WU_REP/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?

Yes / No Y

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Santiago Garcia - CEO

(Typed or printed name)

(Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: _____

(Use blue ink)

Date: 05/25/2025

Subscribed and Sworn to before me by the said

on this 21 day of May, 20 25.

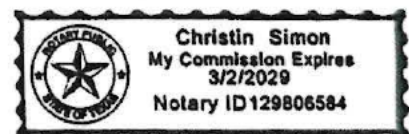
My commission expires on the 2 day of March, 20 29.

Notary Public



County, Texas

[SEAL]



If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

TECHNICAL INFORMATION REPORT

WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: May 2, 2025

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N Y
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N N (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N N

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N N (If yes, indicate the Term Certificate or Permit number: _____)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 – Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 – Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees**
- **Fees calculated on Worksheet 8.0 – see instructions Page. 34.**
- **Maps – See instructions Page. 15.**
- **Photographs – See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. *If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.*

Water Right (Certificate or Permit) number you are requesting to amend: _____

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N _____ (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N _____

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N _____

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N _____

If yes, submit:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: “Marshall Criteria”**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N _____
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 – Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N _____

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N_____ If yes, call the Water Availability Division at (512) 239-4600 to discuss.

Additionally, all amendments require:

- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N_____

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

- 1. Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
- 2. Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N_____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- **Worksheet 4.0 – Discharge Information Worksheet** (for each discharge point)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

See supplemental text section 3.1

- b. Did the Applicant perform its own Water Availability Analysis? Y / N N

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (Instructions Page. 15) Y / N Y

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
50	Neches-Trinity Coastal Basin	Industrial Use	Jefferson County

50 Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

- a. Location Information Regarding the Lands to be Irrigated N/A - No irrigated land
- i) Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre- feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- See Worksheet 1.2, Marshall Criteria, and submit if required.
- See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N N

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. _____
- b. Provide the quantity of water to be transferred (acre-feet). _____
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2

NOTICE. "THE MARSHALL CRITERIA"

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on- stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required** for Applications in the Rio Grande Basin requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required** for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The "Marshall Criteria" (Instructions, Page. 21)

Submit responses on a supplemental attachment titled "Marshall Criteria" in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: _____
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: _____.
- c. The impoundment is on-channel _____ or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N _____
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N _____
- d. Is the impoundment structure already constructed? Y / N _____
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: _____
 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N _____
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N _____
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N _____
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N _____
 - a. If yes, provide the Site No. _____ and watershed project name _____;
 - b. Authorization to close "ports" in the service spillway requested? Y / N _____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N _____
Provide the date and the name of the Staff Person _____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. Y / N _____
 - b. Plans (with engineer's seal) for the structure required. Y / N _____
 - c. Engineer's signed and sealed hazard classification required. Y / N _____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N _____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level:_____.
 2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option.
Applicant has calculated the drainage area. Y/N_____
- If yes, the drainage area is_____sq. miles.
(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name):_____
- b. Zip Code: _____
- c. In the_____Original Survey No._____, Abstract No._____,
_____County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude_____°N, Longitude_____°W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program):_____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N_____

WORKSHEET 3.0

DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet **is required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. ☒ Diversion Point No.
2. ☐ Upstream Limit of Diversion Reach No.
3. ☐ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or 7,000 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N N
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches _____ cfs or _____ gpm*

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N N/A

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (✓) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input checked="" type="checkbox"/>	Directly from stream	Proposed
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N N

If yes, the drainage area is _____ sq. miles.

(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): Texas Bayou
- b. Zip Code: 77655
- c. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at: Latitude 29.7116531°N, Longitude -93.8598497°W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Google Earth Mapping
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0 DISCHARGE INFORMATION

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be_____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses_____(% or amount) and explain the method of calculation:_____
- c. Is the source of the discharged water return flows? Y / N_____ If yes, provide the following information:
 1. The TPDES Permit Number(s)._____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N_____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater_____, surface water_____?
 5. If any percentage is surface water, provide the base water right number(s)_____.
- d. Is the source of the water being discharged groundwater? Y / N____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped:_____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers_____
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? Y / N____
If yes, provide the signed contract(s).
- dii. Identify any other source of the water_____

WORKSHEET 4.1

DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps). **Instructions, Page 27.**

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____°N, Longitude _____°W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

See additional text section 3.8

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

☐ Stream

☐ Reservoir

Average depth of the entire water body, in feet: _____

☐ Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

☐ Intermittent – dry for at least one week during most years

☐ Intermittent with Perennial Pools – enduring pools

☐ Perennial – normally flowing

Check the method used to characterize the area downstream of the new diversion location.

☐ USGS flow records

☐ Historical observation by adjacent landowners

☐ Personal observation

☐ Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- ☐ Wilderness: outstanding natural beauty; usually wooded or ungrazed area; water clarity exceptional
- ☐ Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- ☐ Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- ☐ Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- ☐ Primary contact recreation (swimming or direct contact with water)
- ☐ Secondary contact recreation (fishing, canoeing, or limited contact with water)
- ☐ Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well _____ and the name of the aquifer from which water is withdrawn _____.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.
Instructions, Page 31.

The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.

1. Water Conservation Plans

- a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture – including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

- b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ____ Municipal Use. See 30 TAC § 288.2. **
2. ☒ Industrial or Mining Use. See 30 TAC § 288.3.
3. ____ Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____ Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N ____**

- c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.
Applicant has included this information in each applicable plan? Y / N Y

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above - indicate each that applies:
1. Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc. See 30 TAC § 288.30*) Y / N

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.
- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	\$100
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	N/A
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x ⁵⁰ _____ Maximum annual diversion of State Water in acre-feet. **	\$50
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	N/A
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	N/A
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	\$116.56
TOTAL		\$ 291.56

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x _____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- ☒ New Permit or Registration Application
☐ New Activity – modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- ☐ Requires public notice,
☐ Considered to have significant public interest, and
☐ Located within any of the following geographical locations:
- Austin
 - Dallas
 - Fort Worth
 - Houston
 - San Antonio
 - West Texas
 - Texas Panhandle
 - Along the Texas/Mexico Border
 - Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

None of the above boxes are checked for the project so a Public Involvement Plan is not needed

Section 3. Application Information

Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire
☐ Radioactive Material Licensing ☐ Underground Injection Control

Water Quality

- ☐ Texas Pollutant Discharge Elimination System (TPDES)
 - ☐ Texas Land Application Permit (TLAP)
 - ☐ State Only Concentrated Animal Feeding Operation (CAFO)
 - ☐ Water Treatment Plant Residuals Disposal Permit
- ☐ Class B Biosolids Land Application Permit
- ☐ Domestic Septage Land Application Registration

Water Rights New Permit

- ☐ New Appropriation of Water
- ☐ New or existing reservoir

Amendment to an Existing Water Right

- ☐ Add a New Appropriation of Water
- ☐ Add a New or Existing Reservoir
- ☐ Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

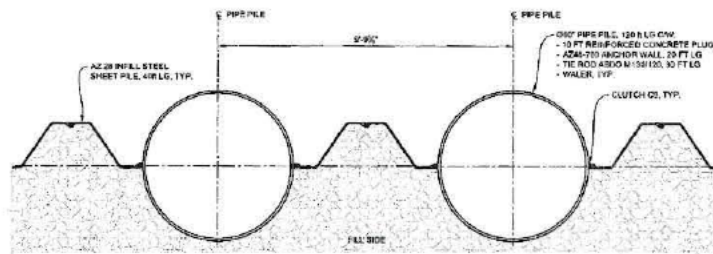
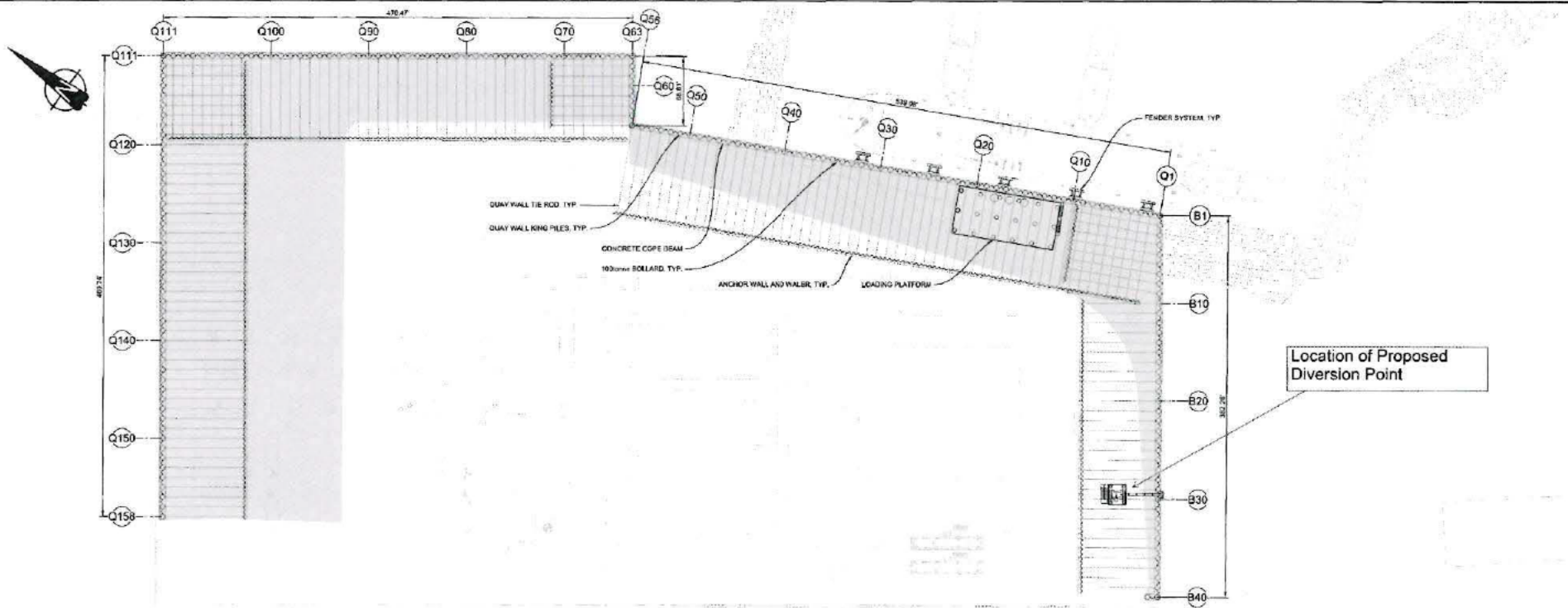
☐ Yes ☐ No

What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

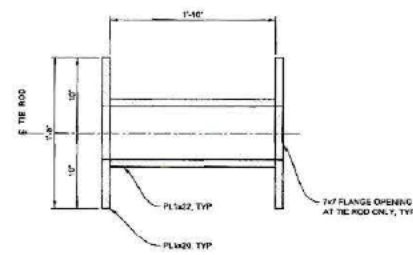


Appendix A. Maps and Plot Plans



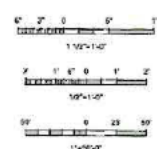
PLAN - TYPICAL QUAY WALL UNIT
1/2" = 1'-0"

GENERAL ARRANGMENT
1" = 50'-0"



WALER BEAM
1/2" = 1'-0"

ESTIMATED EARTH-WORK VOLUMES (RECLAMATION)			
COLOUR	MAX. FILL DEPTH (ft)	AREA (sq ft)	VOLUME (cu ft)
24.5	17.610	112,000	



LEGEND:

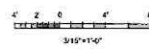
- Q1 QUAY WALL KING PILE
- B1 BAY/KING PILE

NOTES:

- FOR GENERAL NOTES AND DESIGN CRITERIA, SEE DWS. (BUNK-WOR-08-MA-DLP-00011)

REV	DATE	DESCRIPTION	DRAWN	CHECKED	DESIGNED	ENGINEER	APPROVED	QMR	REF. DRAWING NO.	REFERENCE DRAWING TITLE
A	17 MAR 2011	ISSUED FOR PERMIT APPLICATION	BUN	BUN	UN	RE	RE			

<p>0 SHEET SCALE: 1/2" = 1'-0"</p> <p>DESIGNING AND PLUMB: STAFFS (As Required)</p> <p>CUSTOMER:</p> <p>PRELIMINARY DO NOT USE FOR CONSTRUCTION See BUNK-WOR-08-MA-DLP-00011</p> <p>WORLD PROJECT NO: 418005-01204</p>	<p>worley consulting</p> <p>ALL-BUNKERING</p> <p>LIQUEFACTION AND EXPORT TERMINAL BUNKERING BERTH COMBI WALL / TIE-BACK / ANCHOR WALL GENERAL ARRANGEMENT</p> <p>BUNK-WOR-08-MA-DLP-00011</p>	<p>REV: A</p>
--	---	---------------



1. FOR GENERAL NOTES AND DESIGN CRITERIA, SEE DWG. BUNK-WOR-08-MA-DSW-00002.

LIQUEFACTION AND EXPORT TERMINAL
BUNKERING BERTH
FIREWATER INTAKE PLATFORM
PLAN AND ELEVATION



Appendix B. Water Conservation Plan



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087


Telephone (512) 239-4600, FAX (512) 239-2214

Industrial Water Conservation Plan

This form is provided to assist entities in developing a water conservation plan for industrial water use. If you need assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Additional resources such as best management practices (BMPs) are available on the Texas Water Development Board's website <http://www.twdb.texas.gov/conservation/BMPs/index.asp>. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name: ALL Bunkering, LLC
Address: 5847 San Felipe St. Suite 2020
Telephone Number: (713) 553-4734 Fax: _____
Form Completed By: Santiago Garcia
Title: CEO
Signature:  Date: 05/15/2025

A water conservation plan for industrial use must include the following requirements (as detailed in 30 TAC Section 288.3). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

I. BACKGROUND DATA

A. Water Use

1. Annual diversion appropriated or requested (in acre-feet):

50 AF

2. Maximum diversion rate (cfs):

7,000 gpm or approximately 16 cfs

B. Water Sources

1. Please indicate the maximum or average annual amounts of water currently used and anticipated to be used (in acre-feet) for industrial purposes:

<i>Source</i>	<i>Water Right No.(s)</i>	<i>Current Use</i>	<i>Anticipated Use</i>
Surface Water			50 AF
Groundwater			
Purchased			
Total			50 AF

2. How was the surface water data and/or groundwater data provided in B(1) obtained?

Master meter ☐ Customer meter ☐ Estimated ☒ Other ☐

3. Was purchased water raw or treated?

If both, % raw % treated and Supplier(s)

C. Industrial Information

1. Major product(s) or service(s) produced by applicant:

ALL Bunkering is primarily an LNG and Bunkering Fuel production facility

2. North American Industry Classification System (NAICS):

488999

II. WATER USE AND CONSERVATION PRACTICES

A. Water Use in Industrial Processes

<i>Production Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling, condensing, & refrigeration					
Processing, washing, transport					
Boiler feed					
Incorporated into product					
Other		100%			50 AF

<i>Facility Use</i>	<i>% Groundwater</i>	<i>% Surface Water</i>	<i>% Saline Water</i>	<i>% Treated Water</i>	<i>Water Use (in acre-ft)</i>
Cooling tower(s)	_____	_____	_____	_____	_____
Pond(s)	_____	_____	_____	_____	_____
Once through	_____	_____	_____	_____	_____
Sanitary & drinking water	_____	_____	_____	_____	_____
Irrigation & dust control	_____	_____	_____	_____	_____

1. Was fresh water recirculated at this facility? ☐ Yes ☒ No
2. Provide a detailed description of how the water will be utilized in the industrial process.
The water will be used to test firewater pump systems for mechanical integrity and leaks. The water will be pulled from the Sabine River. Once testing is complete the water will be returned directly to the source. Additionally, the water will be used for emergency situations
3. Estimate the quantity of water consumed in production processes and is therefore unavailable for reuse, discharge, or other means of disposal.

An estimated 2% of the water pulled is anticipated to be lost due to evaporation. The other 98% will be returned

4. Monthly water consumption for previous year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____
July	_____	_____	_____
August	_____	_____	_____

September			
October			
November			
December			
Totals			

5. Projected monthly water consumption for next year (in acre-feet).

<i>Month</i>	<i>Diversion Amount</i>	<i>% of Water Returned (If Any)</i>	<i>Monthly Consumption</i>
January	4.2	98%	0.08
February	4.2	98%	0.08
March	4.2	98%	0.08
April	4.2	98%	0.08
May	4.2	98%	0.08
June	4.2	98%	0.08
July	4.2	98%	0.08
August	4.2	98%	0.08
September	4.2	98%	0.08
October	4.2	98%	0.08
November	4.2	98%	0.08
December	4.2	98%	0.08
Totals	50	98%	1

B. Specific and Quantified Conservation Goal

Water conservation goals for the industrial sector are generally established either for (1) the amount of water recycled, (2) the amount of water reused, or (3) the amount of water not lost or consumed, and therefore is available for return flow.

1. Water conservation goal (water use efficiency measure)

Type of goal(s):

% reused water

98% % of water not consumed and therefore returned

Other (specify)

2. Provide specific, quantified 5-year and 10-year targets for water savings and the basis for development of such goals for this water use/facility.

ALL Bunkering will ensure that the water used for the testing of the system will only be conducted with the least amount of water and time as required by manufacturing specifications. That will ensure that the tests are not pulling more water than is necessary. ALL Bunkering will also monitor the pump system for potential leaks and will repair any leaks in a timely manner.

Quantified 5-year and 10-year targets for water savings:

- a. 5-year goal: 5%
 - b. 10-year goal: 10%
3. Describe the device(s) and/or method(s) used to measure and account for the amount of water diverted from the supply source, and verify the accuracy is within plus or minus 5%.
ALL Bunkering will monitor pumping capacity rates and keep a log of water being diverted. The device will be accurate within plus or minus 5%
 4. Provide a description of the leak-detection and repair, and water-loss accounting measures used.
ALL Bunkering will conduct periodic visual inspections of the firewater pump system while water is being diverted
 5. Describe the application of state-of-the-art equipment and/or process modifications used to improve water use efficiency.
Water used for firewater pump mechanical leak testing will be conducted using the least amount of time and water required
 6. Describe any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan:

Periodic monitoring of pump system for leaks

III. Water Conservation Plans submitted with a Water Right Application for New or Additional State Water

Water Conservation Plans submitted with a water right application for New or Additional State Water must include data and information which:

1. support the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;
2. evaluates conservation as an alternative to the proposed appropriation; and
3. evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

Additionally, it shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.



Appendix C. Certificate of Conversion and Property Special Warranty Deed



May 19, 2025

To Whom It May Concern,

This letter confirms that All LNG, LLC, as the lessee of the property located at S 1st Ave, Sabine Pass, TX 77655, owned by Port City Sabine Holdings, LLC, hereby authorizes All Bunkering, LLC to utilize the site solely for the purpose of submitting a water intake permit application in connection with the proposed development and future construction of an LNG bunkering facility on the premises.

This authorization is granted strictly for permitting purposes and does not constitute a sublease, assignment, or transfer of any rights under the existing lease agreement. All LNG, LLC remains the leaseholder of record and retains all rights and responsibilities therein. This authorization shall remain in effect unless revoked in writing by All LNG, LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "Santiago Garcia".

Santiago Garcia
CEO
All LNG, LLC



May 19, 2025

To Whom It May Concern,

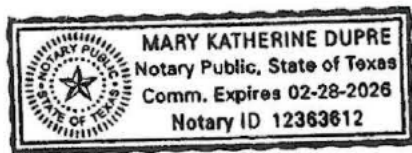
This letter serves to confirm that Port City Sabine Holdings, LLC, as the legal owner of the property located at S 1st Ave, Sabine Pass, TX 77655, hereby grants permission to All LNG, LLC to utilize the referenced site for the sole purpose of submitting a water intake permit application in connection with the potential development and construction of an LNG bunkering facility on said property.

This authorization is limited to activities related to the permit application process and does not constitute a lease, sale, or transfer of any property rights. All LNG, LLC is authorized to represent that it has site control for the purposes of engaging with applicable regulatory authorities in connection with the proposed project. This permission shall remain in effect unless otherwise revoked in writing by Port City Sabine Holdings, LLC.

Sincerely,

A handwritten signature in black ink that reads "Lance DeJohn".

Lance DeJohn
CEO
Port City Sabine Holdings, LLC



Mary Dupre 5/19/25

AGREEMENT OF PURCHASE AND SALE

BETWEEN

PORT CITY SABINE HOLDINGS, LLC

a Texas Limited Liability Company

AS SELLER

AND

ALL LNG, LLC

a Texas Limited Liability Company

(or its assigns)

AS PURCHASER

covering and describing

approximately 126 acres of land, more or less,

situated in

Jefferson County, Texas





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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "*Agreement*") is made to be effective as of the date described in Section 11.25 hereof (the "*Effective Date*"), by and between Port City Sabine Holdings, LLC, a Texas limited liability company ("*Seller*"), and ALL LNG, LLC, a Texas limited liability company ("*Purchaser*"). Seller and Purchaser individually may be referred to as a "*Party*" and collectively as "*Parties*".

WITNESSETH:

ARTICLE I PURCHASE AND SALE

1.1 Agreement of Purchase and Sale.

Subject to the terms and conditions set forth herein and for the consideration stated herein, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following: all of that certain approximately 126-acre parcel of real property situated in Jefferson County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with any and all improvements situated thereon, situated at South 1st Avenue in Sabine Pass, Texas, together with all rights, tenements, hereditaments, easements, appendages, surface and subsurface water rights, privileges and appurtenances pertaining thereto, including all sewer and wastewater discharge capacity allocated or reserved thereto, a perpetual free and unrestricted easement of the waterfront of 1,500 linear feet waterfront access described in Article 7.1(i) herein to allow Purchaser to commercially dock the largest commercially available liquefied natural gas vessel or naval artifact in the liquefied natural gas industry which the Sabine Pass Ship Channel can accommodate, and thus to dredge, build, install, operate and maintain whatever dock, mooring or breasting dolphins, gangways, pipelines, buoys, equipment, structures, services or works needed in connection thereto, all potable water capacity allocated or reserved thereto, all other utility rights allocated or reserved thereto, all development rights with respect thereto and any right, title and interest of Seller in and to the streets, alleys, rights-of-way and any strips or gores of real estate (collectively the "*Property*").

1.2 Permitted Exceptions.

The Property shall be conveyed subject to the following matters (collectively the "*Permitted Exceptions*"):

- (a) those matters deemed to be Permitted Exceptions pursuant to Section 2.4 hereof;
- (b) building restrictions and zoning regulations previously or hereafter adopted by any municipal or other public authority relating to the Property, which individually or in the aggregate do not have a material adverse effect on Purchaser's ownership, operation, use, enjoyment, development or redevelopment of the Property; and



(c) real property taxes for the year of Closing (as such term is defined in Section 6.1 hereof) (if such taxes are not yet due and payable) and subsequent years, which taxes shall be prorated at Closing.

1.3 Purchase Price.

The purchase price for the Property shall be two hundred twenty five thousand dollars (\$225,000.00) per full acre with proportionate increase for partial acreage (the "**Purchase Price**"). The acreage shall be determined pursuant to the survey described in Section 2.2. All funds paid pursuant to the terms of this Agreement must be in United States dollars.

1.4 Payment of Purchase Price.

The Purchase Price shall be payable by Purchaser to Seller in cash or immediately available funds at Closing. Purchaser may elect to finance the transaction.

1.5 Initial Earnest Money.

Pursuant to the terms of a Binding Letter of Intent executed by the Parties on or about June 20, 2023 (the "**LOI**"), Purchaser has deposited in cash with Title Partners, LLC (the "**Title Company**"), one hundred forty thousand and five hundred sixty-two dollars (\$140,562.00). Within three (3) business days after the execution of this Agreement by both Seller and Purchaser, Purchaser shall deposit an additional one hundred forty thousand and five hundred sixty-two dollars (\$140,562.00) in cash, (the collective two hundred eighty one thousand and one hundred twenty four dollars (\$281,124.00) as "**Initial Earnest Money**") to be held by the Title Company as earnest money in accordance with the terms and provisions of this Agreement. If Purchaser fails to deposit all the Initial Earnest Money with the Title Company as provided for herein, this Agreement shall automatically terminate and neither party shall have any further rights, duties or obligations hereunder.

1.6 Earnest Money Generally.

Initial Earnest Money, Additional Earnest Money, Supplemental Earnest Money, and Final Earnest Money, as defined herein, shall be known as "**Earnest Money**". All Earnest Money is non-refundable, except as otherwise provided in this Agreement (such as in the event of Seller's default). Further all Earnest Money shall be immediately released to Seller upon deposit with the Title Company.

ARTICLE II
TITLE AND SURVEY

2.1 Commitment for Title Insurance.

Seller and Purchaser hereby instruct the Title Company to deliver to Purchaser, Seller and the Surveyor (as such term is defined in Section 2.3 hereof), within ten (10) days from the Effective Date, a Commitment for Title Insurance (the "**Title Commitment**") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue to Purchaser at

Closing an Owner Policy of Title Insurance (the "**Owner's Policy**"), the Owner's Policy to be issued by an underwriter acceptable to Purchaser, on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to Seller, Purchaser and the Surveyor legible copies of all instruments referred to on Schedules B or C of the Title Commitment.

2.2 Survey.

Seller shall, within five (5) days from the Effective Date and at Seller's sole cost and expense, deliver to Purchaser a copy of Seller's most current survey (the "**Current Survey**") to be performed and completed on the Property by a Registered Professional Land Surveyor licensed by the State of Texas (the "**Surveyor**") and reasonably acceptable to Purchaser and the Title Company. A copy of the Survey shall be delivered to Seller, Purchaser and the Title Company.

Purchaser shall either have a new survey prepared or cause Seller's survey to be updated (the "**Survey**") during the Initial Inspection and Feasibility Period, as defined herein. Unless otherwise agreed by Seller and Purchaser, the metes and bounds description contained in the Survey shall be the legal description contained in the documents employed to convey the Property from Seller to Purchaser. The Survey and Current Survey may contain and certify to the following information.

- (a) Monuments - All boundary corner locations shall be monumented, with each monument labeled as "found" or "set". Monuments set shall be iron or steel bars or rods;
- (b) Boundaries - All physical evidence of boundaries shall be indicated. The point of commencement and point of beginning shall be shown. The nature and extent of any material variations from record lines by fences, walls, or structures shall be indicated. Where boundaries coincide with existing property or survey lines, such facts shall be indicated;
- (c) Streets and Alleys - The names, locations, widths, and types of surfacing of all abutting streets and alleys shall be shown, indicating whether they have been dedicated to the public. All medians, sidewalks, curbs and cuts therein shall be shown. Changes in street lines, completed or officially proposed, shall be indicated;
- (d) Easements - The nature, location and dimensions of all visible and/or recorded easements and rights of way shall be shown, with the latter identified by recording references. All visible utility lines, pipes, conduits, poles, wires, guys and anchors shall be shown. Appurtenant easements shall be shown with dimensions;
- (e) Terrain Features - The nature, location and dimensions of all relevant terrain features shall be shown, including all utilities, drains, pipelines, walls, fences, structures, improvements, roads, driveways, walkways, ponds and watercourses. Number, location and type of parking spaces shall be shown. The status of the Property's compliances with parking ordinances and similar laws shall be shown;





- (f) Set-Back Lines - All building set-back lines shall be shown, with references to recorded maps or plats;
- (g) Conflicts - All boundary conflicts, visible overlapping of improvements and visible encroachment or protrusion of improvements shall be identified, located and dimensioned;
- (h) Area - The surface area of the Property shall be indicated in acres to the nearest thousandth and in square feet to the nearest hundredth;
- (i) Flood Plain - The Survey shall bear the Surveyor's notation or certification as to whether any part of the Property lies within the 100-year flood plain or other designated flood hazard area;
- (j) Elevations - Surface elevations shall be shown in the form of contour lines at one-foot (1') intervals of elevation, referenced to a specified bench mark. The elevations of the tops of all curbs and gutters and of all street centers or crowns shall be indicated;
- (k) Certification - Each copy of the Survey shall bear a certificate from the Surveyor in form and content acceptable to Purchaser and the Title Company; and
- (l) Field Notes - The Property shall be described by metes and bounds, with references to all monuments and with complete distance and direction calls for all boundaries. Where boundaries coincide with property lines, survey lines, street right-of-way lines or alley right-of-way lines, the calls shall so state.
- (m) Topographic Studies - The Property shall have a study done showing its topography.

2.3 Title Review Period.

Purchaser shall have forty-five (45) days (the "***Title Review Period***") after the receipt of the last of the Title Commitment and legible copies of all instruments referred to on Schedules B and C of the Title Commitment and the Survey to provide Seller with written notice (the "***Title Objection Letter***") of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey (collectively "***Title Objections***"). Any item contained in the Title Commitment or the Survey to which Purchaser does not object pursuant to the Title Objection Letter shall be deemed a Permitted Exception. If Purchaser delivers to Seller a Title Objection Letter, Seller shall have ten (10) days, or such greater period of time as may be agreed upon in writing by Seller and Purchaser (the "***Cure Period***"), during which Seller shall have the right, but not the obligation, to cure or remove the Title Objections and deliver to Purchaser a revised Title Commitment or Survey evidencing such cure or removal; provided, however, that Purchaser shall be deemed to have objected to and Seller shall have the absolute obligation to cure or remove all liens of any kind against the Property (the same to automatically be considered Title Objections regardless of whether or not Purchaser delivers to Seller a Title Objection Letter), including, without limitation, (a) mortgage liens, (b) security interests, (c) tax liens, (d) abstracts of judgment, (e) environmental liens, and (f) materialmen's and mechanic's liens (collectively



"Liens"). Promptly after the expiration of the Cure Period, Seller shall provide Purchaser with written notice (the *"Title Response Letter"*) setting forth those Title Objections that Seller has cured or removed and those Title Objections which Seller is not required to cure or remove and is unable or unwilling to cure or remove. If Seller fails to either cure or remove all Title Objections to the reasonable satisfaction of Purchaser and the Title Company, Purchaser may, at its sole option which may be exercised at any time within five (5) days after Purchaser's receipt of the Title Response Letter, either terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser, or waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price; provided, however, that such election shall have no effect on Seller's obligation to cure or remove all Liens. Purchaser's failure to send written notice of the election available to it pursuant to the preceding sentence within five (5) days after Purchaser's receipt of the Title Response Letter shall be deemed an election by Purchaser to waive all uncured Title Objections and accept such title as Seller is able to convey without any reduction in the Purchase Price; provided, however, that such election shall have no effect on Seller's obligation to cure or remove all Liens.

2.4 Owner's Policy.

At Closing, Seller shall cause the Title Company to furnish to Purchaser, at Seller's sole cost and expense, the Owner's Policy, which shall be in the customary form prescribed by the Texas State Board of Insurance. The Owner's Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions; provided, however, (a) the standard exception for restrictions shall be deleted except for any restrictions that are Permitted Exceptions, (b) the exception for rights of parties in possession shall be limited to the rights of tenants under the Leases, (c) the standard exception for taxes shall be limited to the year in which Closing occurs (if such taxes are not yet due and payable), (d) all arbitration provisions shall be deleted, (e) all matters set forth on Schedule C of the Title Commitment shall be deleted, (f) if requested by Purchaser, Purchaser may require modification or additional title endorsements and Purchaser shall be liable for all fees and additional premiums charged by the Title Company in connection with such modifications or additional title endorsements.

ARTICLE III INSPECTION AND FEASIBILITY

3.1 Delivery of Materials.

Within ten (10) days from the Effective Date, Seller, at its sole cost and expense, shall deliver to Purchaser the following (collectively the *"Due Diligence Materials"*):

- (a) statements of property taxes and assessed values with respect to the Property for tax years 2022 and 2021;
- (b) copies of local, state or federal inspection reports relating to the Property in Seller's possession or control;
- (c) copies of any inspection reports relating to the Property in Seller's possession or control, including, without limitation, any environmental inspection reports;



(d) copies of any inspection reports, correspondence or other documentation concerning the compliance of the Property with applicable rules, regulations, ordinances and laws of all governmental authorities having jurisdiction; and

(e) such additional information relating to the Property in the possession or control of Seller as Purchaser may reasonably request.

Seller represents and warrants that all materials, data and information to be delivered by Seller to Purchaser in connection with the transaction contemplated hereby will be complete, true and accurate in all material respects.

3.2 Inspection and Feasibility Period.

Purchaser shall have the right, for a period of one hundred eighty (180) days from the Effective Date (the "***Initial Inspection and Feasibility Period***"), to obtain all governmental approvals it deems necessary for its purposes, including those listed on Exhibit B, attached hereto and made a part hereof for all purposes, and to enter the Property and make physical inspections and assessments of the Property, including, without limitation, taking of soil samples, ground water samples and other intrusive testing, and to examine all books and records maintained by Seller relating to the Property at such place or places as such books and records may be located; provided, however, that Purchaser agrees to (a) indemnify and hold Seller harmless from and against all loss, liability, cost, damage or expense to the extent caused by the negligence or willful misconduct of Purchaser or its agents, employees or contractors during such inspection and examination, and (b) repair any and all physical damage done to the Property by Purchaser or its agents, employees or contractors during such inspection and examination. All inspections shall be conducted so as not to unreasonably interfere with use of the Property by Seller. Purchaser shall have no liability with respect to any diminution in value or other losses suffered or incurred by Seller as a result of the discovery of any pre-existing conditions on, in, under or about the Property by Purchaser or its agents, employees or contractors during or in connection with such inspection and examination. Seller hereby acknowledges that ***Initial Earnest Money*** shall be non-refundable to Purchaser except in the event of a default by Seller, and such amounts shall be credited to the Purchase Price at Closing if Closing occurs.

3.3 Extensions of Inspection and Feasibility Period.

Purchaser shall have the right to extend the Inspection and Feasibility Periods as follows:

(a) In the event Purchaser has not completed its inspection of the Property, the Initial Inspection and Feasibility Period may be extended by Purchaser for two (2) additional one hundred eighty (180) day periods ("***Second and Third Inspection and Feasibility Periods***") if and only if Purchaser, before the end of the Initial or Second Inspection and Feasibility Period, as applicable, gives written notice of extension to Seller. In each such event on the first days of the Second and Third Inspection and Feasibility Periods, as applicable, Purchaser will deposit in cash with the Title Company an additional two hundred eighty one thousand two hundred eighty one dollars (\$281,281.00) each as ***Additional Earnest Money*** to Seller and Seller hereby acknowledges that such amounts shall be non-refundable to Purchaser except in the event of a default by Seller, and such amounts shall be credited to the Purchase Price at Closing if Closing occurs.



(b) In the event Purchaser has not completed its inspection of the Property, the Third Inspection and Feasibility Period may be extended by Purchaser for a similar fourth and final one hundred eighty (180) day period ("***Fourth Inspection and Feasibility Period***") if and only if Purchaser, before the end of the Third Inspection and Feasibility Period gives written notice of extension to Seller. In such event on the first day of the Fourth Inspection and Feasibility Period, Purchaser will deposit with the Title Company in cash an additional five hundred thirty one thousand two hundred eighty one dollars (\$531,281.00) as ***Supplemental Earnest Money*** to Seller and Seller hereby acknowledges that such amounts shall be non-refundable to Purchaser except in the event of a default by Seller, and such amount shall be credited to the Purchase Price at Closing if Closing occurs.

(c) In the event Purchaser has not completed its inspection of the Property, the Fourth Inspection and Feasibility Period may be extended by Purchaser for an additional one hundred eighty (180) day period ("***Fifth Inspection and Feasibility Period***") if and only if Purchaser, before the end of the Fourth Inspection and Feasibility Period gives written notice of extension to Seller. In such event on the first day of the Fifth Inspection and Feasibility Study, Purchaser will deposit with the Title Company in cash an additional two hundred eighty one thousand two hundred eighty one dollars (\$281,281.00) and on the ninetieth (90th) day of the Fifth Inspection and Feasibility Period Purchaser will deposit with the Title Company in cash an additional two hundred fifty thousand dollars (\$250,000) (collectively, the "***Final Earnest Money***"). The Parties acknowledge that such Final Earnest Money shall be non-refundable to Purchaser, except in the event of default by the Seller, and such Final Earnest Money shall not be credited to the Purchase Price at Closing if Closing occurs.

(d) If Purchaser fails to give timely notice to extend or to pay any such funds timely, then the applicable Inspection and Feasibility Period shall not be extended.

(e) Notwithstanding the foregoing, Purchaser hereby acknowledges and approves the continuation of any current tenant operations on the Property and such tenants shall be given notice upon Closing allowing such tenants ninety (90) days to discontinue such operations, remove all their property, trash and appurtenances, vacate the Property, and leave the Property in a satisfactory condition.

3.4 Right of Termination.

Seller agrees that if Purchaser determines that the Property is not suitable for its purposes for any reason or for no reason at all, Purchaser shall have the absolute and unconditional right to terminate this Agreement by sending written notice thereof (a "***Notice of Termination***") to Seller prior to the expiration of the relevant Inspection and Feasibility Period. Upon receipt by Seller of a Notice of Termination within the applicable Inspection and Feasibility Period, this Agreement shall terminate, in which event neither party shall have any further rights, duties or obligations hereunder and the Earnest Money shall be retained by Seller pursuant to the provisions of paragraph 1.6 above, and paragraph 9 of the Parties' Letter of Intent. . If Seller does not receive a Notice of Termination prior to the expiration of the relevant Inspection and Feasibility Period, Purchaser's right to terminate this Agreement pursuant to this Section 3.4 shall automatically expire and be rendered null and void.



3.5 Continuing Right of Inspection.

Subject to Seller and Purchaser executing a new agreement and after the expiration of the Fifth Inspection and Feasibility Period, Purchaser shall have the right to continue to seek governmental approvals and conduct physical inspections and assessments of the Property, including, without limitation taking of soil samples, ground water samples and other intrusive testing, so long as Purchaser (a) indemnifies and holds Seller harmless from and against all loss, liability, cost, damage or expense to the extent caused by the negligence or willful misconduct of Purchaser or its agents, employees or contractors during such inspection and examination, and (b) repairs any and all physical damage done to the Property by Purchaser or its agents, employees or contractors during such inspection and assessment.

ARTICLE IV
ENVIRONMENTAL INSPECTION

4.1 Environmental Inspection.

Seller and Purchaser recognize and agree that, during any relevant Inspection and Feasibility Period, Purchaser may hire a qualified environmental inspection company to perform a Phase I environmental audit on the Property (the "*Environmental Audit*").

ARTICLE V
CONDITIONS PRECEDENT

5.1 Conditions Precedent to Seller's Obligations.

It shall be an express condition precedent to Seller's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Seller, with any waiver to be effective only if the same is executed by an authorized officer of Seller, expressly waives a condition and expressly refers to this Section 5.1:

(a) All representations and warranties made by Purchaser pursuant to this Agreement shall be true and correct in all material respects and

(b) All covenants and other obligations of Purchaser set forth in this Agreement which if not fully and timely performed would have a material adverse effect on Seller's rights under this Agreement shall have been fully and timely performed to Seller's reasonable satisfaction.

If all of the above described conditions are not fully satisfied or waived by Seller in the manner specified above as of the date of Closing, Seller shall have the right, but not the obligation, to terminate this Agreement in which event neither Party shall have any further rights, duties or obligations hereunder; provided, however, that nothing contained in this Section 5.1 is intended to be or shall be construed as a limitation of any remedies available to Seller pursuant to Section 8.1 hereof if Purchaser defaults under this Agreement.

5.2 Conditions Precedent to Purchaser's Obligations.

It shall be an express condition precedent to Purchaser's obligations under this Agreement that as of the date of Closing the following conditions have been satisfied or waived in writing by Purchaser, with any waiver to be effective only if the same is executed by an authorized officer of Purchaser, expressly waives a particular condition and expressly refers to this Section 5.2:

(a) All representations and warranties made by Seller pursuant to this Agreement shall be true and correct in all material respects;

(b) All covenants and other obligations of Seller set forth in this Agreement which if not fully and timely been performed would have a material adverse effect on Purchaser's rights under this Agreement shall have been fully and timely performed in all material respects;

(c) Seller shall have delivered to Purchaser the Due Diligence Materials and all updates thereof required pursuant to Section 7.2(a) hereof; and

(d) From the Effective Date until Closing, there shall have been no material adverse change to the Property or any part thereof.

If all of the above described conditions are not fully satisfied or waived by Purchaser in the manner specified above as of the date of Closing, Purchaser shall have the right, but not the obligation, to terminate this Agreement in which event neither party shall have any further rights, duties or obligations hereunder; provided, however, that nothing contained in this Section 5.2 is intended to be or shall be construed as a limitation of any remedies available to Purchaser pursuant to Section 8.2 hereof if Seller defaults under this Agreement.

ARTICLE VI CLOSING

6.1 Time and Place.

The closing of the transaction contemplated hereby (the "**Closing**") shall take place virtually at 10:00 a.m., Central time, on or before the fifteenth (15th) day following the later to occur of (a) the expiration of the time periods set forth in Section 2.3 hereof or (b) the expiration of the relevant Inspection and Feasibility Period (or the nearest business day thereafter if such fifteenth (15th) day is on a Saturday, Sunday or legal holiday in Jefferson County, Texas) or on such other date and at such time as may be agreed upon in writing by Seller and Purchaser.





6.2 Seller's Obligations at Closing.

At Closing, Seller shall:

(a) deliver to Purchaser a General Warranty Deed (the "*Deed*") in the form of *Exhibit C* attached hereto and made a part hereof for all purposes, executed and acknowledged by Seller and in recordable form, conveying the Property to Purchaser free and clear of all encumbrances except the Permitted Exceptions; provided, however, if Purchaser elects to finance a portion of the Purchase Price with a third party lender, the Deed shall be revised to include a vendor's lien, if required by such third party lender.

(b) deliver to Purchaser a FIRPTA Affidavit (or Affidavits) (collectively, the "*FIRPTA Affidavit*") in the form of *Exhibit D* attached hereto and made a part hereof for all purposes, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and if Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes;

(c) cause the Title Company to deliver the Owner's Policy to Purchaser in the form required by Section 2.4 hereof;

(d) deliver to Purchaser possession and occupancy of the Property, subject to the Permitted Exceptions;

(e) deliver to Purchaser tax certificates furnished by the taxing authorities having jurisdiction over the Property indicating that all property taxes on the Property have been paid through the tax year prior to Closing;

(f) file or cause to be filed, in a timely manner, all reports or returns required by Section 6045(e) of the Internal Revenue Code of 1986, as amended (the "*Code*"); and

(g) deliver to Purchaser such evidence as Purchaser and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller.

6.3 Purchaser's Obligations at Closing.

At Closing, Purchaser shall:

(a) pay to Seller the Purchase Price in cash or readily available funds, it being agreed that the Earnest Money plus accrued interest shall be delivered to Seller at Closing and applied towards payment of such amount, except as may be provided in Section 3.3;

(b) pay for any Mortgagee Policy of Title Insurance (the "*Mortgagee Policy*") if required by any third-party lender financing all or a portion of the Purchase Price; provided, however, Purchaser shall request the simultaneous issuance of the Mortgagee



Policy with the Owner's Policy and Purchaser shall only be required to pay the simultaneous issuance fee; and

(c) deliver to Seller such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser.

6.4 Prorations.

(a) Real property taxes for the year of Closing, as of the date of Closing, any apportionment of real property taxes to be made with respect to a tax year for which either the tax rate or assessed valuation or both have not yet been fixed, to be upon the basis of the tax rate and/or assessed valuation last fixed; provided that Seller and Purchaser agree that to the extent the actual taxes for the current year differ from the amount so apportioned at Closing, Seller and Purchaser will make all necessary adjustments by appropriate payments between themselves following Closing;

(b) Seller shall receive the income from and be responsible for expenses incurred with regard to the Property prior to the date of Closing. Purchaser shall receive the income from and be responsible for expenses incurred with regard to the Property on and after the date of Closing. Seller shall pay at Closing any taxes and assessments assessed or to be assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership. All such apportionments shall be subject to post-Closing adjustments as necessary to reflect later relevant information not available at Closing and to correct any errors made at Closing with respect to such apportionments and the party receiving more than it was entitled to hereunder shall reimburse the other party hereto in the amount of such overpayment within thirty (30) days after written demand therefor. Notwithstanding the foregoing, such apportionments shall be deemed final and not subject to further post-Closing adjustments if no such adjustments have been requested after a period of ninety (90) days from such time as all necessary information is available to make a complete and accurate determination of such apportionments. All other matters with respect to apportionments shall be governed by the Closing Memorandum.

The provisions of this Section 6.4 shall survive Closing.

6.5 Closing Costs.

Seller shall pay (a) the fees of any counsel representing Seller in connection with the transaction contemplated hereby, (b) the premium for the Owner's Policy (specifically excluding the fees and additional premiums charged by the Title Company in connection with the any modification or any additional title endorsements requested by Purchaser and not required by this Agreement), (c) the cost of the Current Survey, (d) the fees for recording the Deed, and any other instruments used to convey the Property to Purchaser, and (e) one-half (1/2) of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby. Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with the transaction contemplated hereby, (b) the cost of the Survey, (c) the simultaneous issuance fee if a Mortgagee

Policy is requested by any third-party lender financing all or a portion of the Purchase Price, (d) the cost of the Environmental Audit, if any, and (e) one-half (1/2) of any escrow fees charged by the Title Company in connection with the transaction contemplated hereby. All other costs and expenses incurred in connection with the transaction contemplated hereby shall be paid by the party incurring the same.



ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Representations and Warranties of Seller.

Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed to be restated at Closing and shall survive Closing, that:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Texas. Seller has complete and unrestricted power and authority to enter into this Agreement and all other agreements to be executed and delivered by Seller pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Seller. All other agreements contemplated hereby to be executed and delivered by Seller will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Seller. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms;

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Seller is a party or to which all or any part of the Property is bound, (ii) result in an acceleration or increase of any amounts due from Seller to any person or entity, (iii) conflict with or violate the organizational documents of Seller, (iv) result in the creation or imposition of any lien on all or any part of the Property, or (v) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Seller or all or any part of the Property;

(d) No party other than Seller has any material rights in or to occupy all or any part of the Property. No party other than Purchaser has any agreement to purchase, right of first refusal, option to purchase or any other right to acquire all or any part of the Property;

(e) There are no actions, suits, claims, assessments, or proceedings pending or, to the best of Seller's knowledge, threatened that could materially adversely affect the



ownership, operation, use, enjoyment, development or redevelopment of the Property or Seller's ability to perform hereunder;

(f) Seller has no information of and to the best of Seller's knowledge, there is not (i) any change contemplated in any applicable law, statute, ordinance, rule, regulation, order, or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), (ii) any law, ordinance, regulation, administrative ruling, restrictive covenant or deed restriction affecting all or any part of the Property, including without limitation, any applicable zoning ordinances, building codes, flood disaster laws, wetlands regulation, health law or environmental law, (iii) any judicial or administrative action, (iv) any action by adjacent landowners, (v) any administrative action, (vi) any natural or artificial conditions on or about the Property, or (vii) any significant adverse fact or condition relating to the Property or its use, that would prevent, limit, impede, or render more costly the ownership, operation, use, enjoyment, development or redevelopment of the Property;

(g) Seller has no information of and to the best of Seller's knowledge there are no Hazardous Substances (as such term is hereinafter defined) have been incorporated, used, generated, manufactured, stored, or disposed of in, on, under, or about the Property or transferred to or from the Property and there are no claims, litigation, administrative or other proceedings, pending or, to the best of Seller's knowledge, threatened, or judgments or orders, relating to the use, generation, manufacture, storage or disposal of any Hazardous Substances in, on, under or about the Property. As used in this Agreement, the term "**Hazardous Substances**" means any and all substances, materials and wastes which are or become regulated under applicable local, state or federal Environmental Laws or that are classified as hazardous or toxic under local, state or federal Environmental Laws or regulations, including, without limitation, (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "pollutant" "contaminant" or words of similar import as such terms are defined by or listed in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) ("**CERCLA**"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. § 11001 et seq.) ("**EPCRA**"), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.) ("**RCRA**"), as amended by the Hazardous and Solid Waste Amendments of 1984, the Toxic Substance Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Control Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Federal Clean Air Act (42 U.S.C. § 7401 et seq.), and in the regulations promulgated pursuant to such laws, all as amended, (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101) or 40 CFR Part 302, both as amended, (iii) any material, waste or substance which is (A) oil, gas or any petroleum or petroleum by-product, (B) asbestos, in any form, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended, (E) flammable explosives, or (F) radioactive materials, and (iv) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "pollutant," "contaminant," "hazardous waste," "industrial



solid waste," "solid waste," "radioactive waste" or "special waste from health care facility" in the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann ch. 361), the Texas Clean Air Act (Tex. Health & Safety Code ch 282), the Texas Pesticide Control Act (Tex. Agric. Code Ann. § 76.001 *et seq.*) and those substances included within the definitions of "hazardous substances," "regulated substances" or "petroleum products" in Subchapter I of the Texas Water Code (Tex. Water Code Ann ch 26, subch. I) and in the regulations promulgated pursuant to any of such laws, all as the same may be amended from time to time (collectively "*Environmental Laws*"). Further, Seller hereby agrees to indemnify, defend and hold Purchaser and its successors and assigns harmless from and against any and all loss, liability, cost, damage or expense (including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest), suffered or incurred by Purchaser arising out of or resulting from the presence, alleged presence or introduction of Hazardous Substances in, on, under or about the Property on or prior to the date of Closing, including, without limitation, (a) any liability under or on account of Environmental Laws, including, without limitation, the assertion of any lien thereunder, (b) claims brought by third parties for loss or damage incurred or sustained, (c) liability with respect to any other matter relating to any actual or alleged violation by Seller or the operations on the Property of Environmental Laws, and (d) claims for contribution, cost recovery, remediation, or similar actions arising under CERCLA;

(h) If rollback ad valorem taxes are assessed by any entity for the Property, Purchaser shall be solely responsible for the payment of those taxes, for each of the previous three years in which the land got the lower appraisal. As a result of the sale of the Property from Seller to Purchaser as contemplated by this Agreement, there will be no taxes or assessments assessed against the Property by any taxing authority for the year of Closing or prior years based on change in use or ownership; and

(i) The Property has and will continue to have after Closing, one thousand five hundred (1,500) linear feet of free and unrestricted usable waterfront access ("*Waterfront*") to enable Purchaser to commercially dock (in Purchaser's opinion) the largest commercially available liquefied natural gas vessel which the Sabine Ship Channel can accommodate, or any naval artifact in the liquefied natural gas industry ("*LNG Vessels*"), and thus be able to dredge, build, install, operate, and maintain the necessary dock, mooring or breasting dolphins, gangways, pipelines, buoys, equipment, structures, services, or works in connection thereto. The mooring of any vessel at the Waterfront shall be established by the centerline of the vessel and thus, no more than 750 feet from the centerline of the vessel to the south property line. Placement of any vessel at the waterfront shall not restrict or impede operations of either party. Any future developments performed adjacent to the Property, including the Waterfront, should not limit or restrict access, loading, or unloading of LNG Vessels, according to current environmental and safety standards, or prevent emergency response procedures in case of any incidents.


The representations and warranties contained in this Section 7.1 shall be deemed to be restated at Closing and shall survive Closing.

The Seller is the lawful owner of the Property, and has the full authority and right and conveys the Property to the Buyer, free and clear of any and all liens, claims, encumbrances, charges, security interests, or restrictions of any nature whatsoever, except as otherwise expressly disclosed in this Agreement.

The Seller manifests that even though there is an easement registered by the Carbon Sequestration Easement and Surface Use Agreement effective October 26, 2022 between Port City Sabine Holdings LLC and Chevron USA, at the time of Closing, the Property being sold is not subject to and will not be affected by such easement, which is not considered a Permitted Exception.

7.2 Covenants of Seller.

Seller hereby covenants with Purchaser, which covenants shall survive Closing, as follows:

- 
- (a) on or before the tenth (10th) day of each calendar month prior to Closing, Seller shall deliver to Purchaser any new or updated Due Diligence Materials in Seller's possession or control;
 - (b) subsequent to the Effective Date, but prior to closing of the sale, Seller may, with the prior written consent of Purchaser, enter into any employment agreement, management agreement, agreement of purchase and sale, earnest money contract, option agreement, right of first refusal, letter of intent or other agreement affecting the Property;
 - (c) subsequent to the Effective Date, but prior to closing of the sale, Seller may, with the prior written consent of Purchaser, enter into leases affecting the Property or any part thereof;
 - (d) subsequent to the Effective Date, Seller will (i) maintain and operate the Property in a good and businesslike manner and the same manner as Seller has previously maintained and operated the same, (ii) not commit or permit to be committed any waste to the Property, and (iii) continue all insurance policies concerning the ownership, operation, use, enjoyment, development or redevelopment of the Property in full force and effect and neither cancel, amend, nor renew any of the same without Purchaser's prior written consent;
 - (e) Prior to Closing, Seller shall, at its sole cost and expense, terminate all operating agreements and pay all leasing commissions and other accrued obligations arising out of the ownership, operation, use, enjoyment, development or redevelopment of the Property;
 - (f) Prior to Closing, Seller shall remove all: structures (excluding existing buildings); the existing "JACK-UP RIG"; trash; rubble; equipment and tanks; hazards; debris and other human-caused additions or changes to the Property.
 - (g) Seller shall notify Purchaser immediately after the same occurs of any material change concerning the Property, these representations and warranties contained in Section 7.1 hereof, or any other information heretofore or hereafter furnished to Purchaser concerning the Property.

7.3 Representations and Warranties of Purchaser.

Purchaser hereby represents and warrants to Seller that:

(a) Purchaser is a limited liability company, duly organized and in good standing under the laws of the State of Texas. Purchaser has complete power and authority to enter into this Agreement and all other agreements to be executed and delivered by Purchaser pursuant to the terms and provisions hereof, to perform its obligations hereunder and thereunder, and to consummate the transaction contemplated hereby;

(b) This Agreement has been duly executed and delivered by Purchaser. All other agreements contemplated hereby to be executed and delivered by Purchaser will be, prior to Closing, duly authorized, executed and ready in all respects to be delivered by Purchaser. This Agreement and all other agreements contemplated hereby constitute legal, valid and binding obligations of Purchaser enforceable in accordance with their respective terms; and

(c) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby and the consummation of the transaction contemplated hereby or thereby do not, with or without the passage of time and/or the giving of notice, (i) conflict with, constitute a breach, violation or termination of any provision of any contract or other agreement to which Purchaser is a party, (ii) conflict with or violate the organizational documents of Purchaser, or (iii) violate any law, statute, ordinance, regulation, judgment, writ, injunction, rule, decree, order or any other restriction of any kind or character applicable to Purchaser.

The representations and warranties contained in this Section 7.3 shall be deemed to be restated at Closing and shall survive Closing.

7.4 Waiver of Representations and Warranties, Covenants and Indemnities.

Notwithstanding anything to the contrary contained in this Agreement, if either party consummates the transaction contemplated hereby with actual knowledge of (a) a breach of the other party's representations and warranties or covenants hereunder, (b) an event or condition that upon the passage of time, the giving of notice or both, would constitute such a breach, (c) a claim against the other party pursuant to any of the indemnification provisions contained in this Agreement, or (d) an event or condition that upon the passage of time, the giving of notice or both, would constitute a claim against the other party under any indemnification provision contained in this Agreement, then the party that consummates the transaction contemplated by way of such knowledge shall be irrevocably deemed to have waived any and all representations and warranties, covenants or indemnities set forth in this Agreement relating to such breach, claim, condition or event.



ARTICLE VIII
DEFAULT



8.1 Default by Purchaser.

If Purchaser fails to consummate this Agreement for any reason, except Seller's default, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money already paid, as liquidated damages for the breach of this Agreement. Seller and Purchaser stipulate and agree that (a) the damages to Seller if Purchaser defaults under this Agreement are difficult or impossible to accurately estimate, and (b) the amount of the Earnest Money already paid is a reasonable forecast of just compensation for the harm that would be caused to Seller upon Purchaser's default.

8.2 Default by Seller.

If Seller fails to consummate this Agreement for any reason, except Purchaser's default, Purchaser shall be entitled, as its sole and exclusive remedies except as set forth below, either (a) to enforce specific performance of this Agreement, without the necessity of tendering performance under this Agreement or proving that Purchaser was ready, willing and able to consummate the transaction contemplated by this Agreement on the scheduled date of Closing, or (b) to the return of the Earnest Money, less the Independent Contract Consideration, which return shall operate to terminate this Agreement.

ARTICLE IX
CASUALTY AND CONDEMNATION

9.1 Casualty.

If any part of the Property is damaged or destroyed by fire or other casualty loss subsequent to the Effective Date and prior to the date of Closing, Seller shall restore the Property to its previous condition as soon as reasonably possible and to the condition as otherwise required by this Agreement, but in any event by the date of Closing. If Seller is unable to do so, Purchaser may: (a) terminate this contract and the Earnest Money shall be refunded to Purchaser; (b) extend the time for performance up to thirty (30) days and the date of Closing shall be extended as necessary; or (c) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Provisions of the Texas Property Code to the contrary shall not apply.

9.2 Condemnation.

In the event of any condemnation or written threat of condemnation of all or any part of the Property subsequent to the Effective Date and prior to the date of Closing, Purchaser may, at its sole option, either terminate this Agreement, whereupon the Earnest Money shall be immediately returned to Purchaser, or Purchaser may elect to consummate the transaction contemplated hereby, in which event Seller's right to all condemnation proceeds and other sums resulting from such condemnation shall be assigned in writing by Seller to Purchaser and delivered to Purchaser, after which Seller shall have no further obligation to Purchaser with regard to such condemnation.

ARTICLE X
COMMISSIONS



10.1 Commissions.

Purchaser agrees to pay to (i) MRIO, Inc., dba Moody Ramblin ("*Seller's Broker*"), a commission in the amount of three percent (3%) of the Purchase Price ("*Seller's Broker's Commission*"), if the transaction contemplated hereby is consummated and funded, but not otherwise. SELLER AND PURCHASER RECOGNIZE, STIPULATE AND AGREE THAT SELLER'S BROKER HAS BEEN RETAINED BY SELLER TO REPRESENT SELLER AND ONLY SELLER IN THE TRANSACTION CONTEMPLATED HEREBY. SELLER'S BROKER HAS NOT AND WILL NOT REPRESENT PURCHASER IN ANY CAPACITY AND PURCHASER AGREES TO AND SHALL NOT LOOK TO SELLER'S BROKER FOR ANY FORM OF REPRESENTATION. PURCHASER RECOGNIZES, STIPULATES AND AGREES THAT SELLER IS THE ONLY CLIENT OF SELLER'S BROKER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY AND THAT THE EFFORTS OF SELLER'S BROKER SHALL INURE DIRECTLY AND EXCLUSIVELY TO THE BENEFIT OF SELLER. Each party represents and warrants to the other there has been no broker, finder, real estate agent or similar agent engaged in connection with the transaction contemplated hereby other than Seller's Broker and each Party agrees that should any claim be made for brokerage commissions or finder's fees by any other broker, finder or agent by, through or on account of any acts of the indemnifying party or its agents, employees or representatives, the indemnifying party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) in connection therewith. The provisions of this Section 10.1 shall survive Closing.

ARTICLE XI
MISCELLANEOUS

11.1 Assignment.

Purchaser may assign or transfer its rights and obligations under this Agreement at any time to any wholly owned, related, controlled or affiliated entity or party without the consent of Seller, and this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors, and assigns. Except as set forth above, Purchaser may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller.

11.2 Right of First Refusal

For a period of five hundred and forty (540) days from the Effective Date, Purchaser has a right of first refusal to purchase all real property adjacent to the Property ("*Adjacent Property*") owned in whole or part by the Seller. Upon Seller's receipt of any arms-length sale offer from a bona fide third party ("*Bona Fide Offer*") for any Adjacent Property, Seller shall promptly provide Purchaser with a written copy of such Bona Fide Offer and any other materials requested by Purchaser. Purchaser shall have thirty (30) days after receipt of all such information to match the terms and conditions of such Bona Fide Offer. Should Purchaser elect not to purchase such Adjacent Property, Seller may proceed with such sale under the exact terms, conditions, and

counterparty in such Bona Fide Offer. Purchaser's election not to participate in any Bona Fide Offer election shall not constitute a waiver of its rights to participate in future offers received by Seller from a third party.

11.3 Discharge of Obligations.

The acceptance of the Deed by Purchaser at Closing shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing. The acceptance of the Purchase Price by Seller at Closing shall be deemed to be full performance and discharge of every agreement and obligation on the part of Purchaser to be performed pursuant to the provisions hereof, except those, if any, which pursuant to the express provisions of this Agreement survive Closing.

11.4 Expiration of Time Periods.

If any time period set forth in this Agreement ends or expires on a Saturday, Sunday or legal holiday in Jefferson County, Texas, such time period shall end or expire on the nearest business day thereafter. Time periods set forth in this Agreement shall be calculated using calendar days unless business days are expressly provided for.

11.5 Title Policy or Abstract.

The Texas Real Estate License Act requires written notice to Purchaser that it should have an attorney examine an abstract of title to the Property being purchased or obtain a title insurance policy. Notice to that effect is, therefore, hereby given to Purchaser.

11.6 Notices.

Any notice pursuant hereto shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of telegram, upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant hereto shall be as follows:

If to Seller:

Port City Sabine Holdings, LLC
P.O. Box 1266
Port Arthur, Texas 77641
Attn: Lance DeJohn



With a copy thereof to:

Nathan Bontke
6 Hamper Ct.
Trophy Club, Texas 76262



If to Purchaser:

5847 San Felipe Street
Suite 2020
Houston, Texas 77057
Attn: Santiago Garcia

11.7 Disbursements.

All disbursements of every kind, SAVE and EXCEPT the Earnest Money, made in connection with the transaction contemplated hereby shall be made at Closing by the Title Company and all such disbursements and their respective recipients shall be clearly set forth on the applicable settlement statement.

11.8 Modification.

This Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both Seller and Purchaser.

11.9 Confidentiality.

Purchaser recognizes, understands and agrees that pursuant hereto it will become aware of certain information regarding the ownership and operation of the Property, including, specifically, without limitation, the Due Diligence Materials. Purchaser agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental body, it shall not disclose any such information to any third party or parties, except to agents, employees or independent contractors advising or assisting Purchaser with the transaction contemplated hereby, potential or actual investors, potential and actual lenders of all or a portion of the Purchase Price, regulators and rating agencies and as otherwise expressly allowed pursuant to the terms and provisions of this Agreement. Seller agrees that, except in connection with a proceeding before a court of competent jurisdiction or other governmental or quasi-governmental body, it shall not disclose to any third party or parties the existence of this Agreement or the identity of Purchaser prior to Closing, except as expressly allowed pursuant to the terms and provisions of this Agreement. The provisions of this Section 11.9 shall survive Closing.

11.10 Reporting Requirements.

The Title Company hereby agrees to serve as the real estate reporting person as that term is defined in Section 6045(e) of the Code. This Agreement shall constitute a designation agreement, the name and address of the transferor and transferee of the transaction contemplated

hereby appear in Section 11.6 hereof and Seller, Purchaser and the Title Company each agrees to retain a copy of this Agreement for a period of four (4) years following the end of the calendar year in which Closing occurs. The provisions of this Section 11.10 shall survive Closing.

11.11 Time is of the Essence.

Seller and Purchaser agree that time is of the essence with regard to this Agreement.

11.12 Successors and Assigns.

The terms and provisions of this Agreement are to apply to and bind the successors and assigns of the parties hereto.

11.13 Exhibits and Schedules.

The following schedules or exhibits attached hereto (collectively the "*Exhibits*") shall be deemed to be an integral part of this Agreement:

(a) Exhibit A—actual plat and legal description of the Property provided to the Title Company;

(b) Exhibit B—non-exclusive list of permits;

(c) Exhibit C – form of General Warranty Deed; and

(d) Exhibit D – form of FIRPTA Affidavit(s).

(e) Exhibit E – Joint Action by Written Consent of the Sole Member and the Sole Manager of All LNG, LLC.

(f) Exhibit F – Land Survey

11.14 Entire Agreement.

This Agreement, including the Exhibits, contains the entire agreement between Seller and Purchaser pertaining to the transaction contemplated hereby and fully supersedes all prior agreements and understandings between Seller and Purchaser pertaining to such transaction.

11.15 Further Assurances.

Both Seller and Purchaser agree that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transaction contemplated hereby. The provisions of this Section 11.15 shall survive Closing.

11.16 Fees and Expenses.

In the event of any controversy, claim or dispute between Seller and Purchaser affecting or relating to the subject matter or performance of the rights, duties and obligations under this



Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, consultants' fees, court costs and interest.

11.17 Counterparts.

This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving the existence, validity or content of this Agreement.

11.18 Severability.

If any provision hereof is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

11.19 Section Headings.

Section headings contained herein are for convenience only and shall not be considered in interpreting or construing this Agreement.

11.20 Binding Effect.

This Agreement shall not be binding upon any party hereto unless and until both Seller and Purchaser have executed this Agreement.

11.21 Choice of Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to the conflicts of laws principles thereof.

11.22 Joint Drafting.

Seller and Purchaser hereby agree that this Agreement and the Exhibits have been jointly drafted, negotiated and agreed upon by Seller and Purchaser and that any rule of contract interpretation that provides that ambiguity will be construed against the drafting party is inapplicable to this Agreement and the Exhibits and shall not be used in connection with the interpretation of this Agreement or the Exhibits.

11.23 Allocation of Purchase Price.

Seller and Purchaser hereby agree that, for federal income tax reporting purposes, the Purchase Price shall be allocated, in accordance with Treasury Regulation 1.1060-1, as follows:

Class I Assets (cash, demand deposits in banks, etc.).....	\$0
---	-----



Class II Assets (certificates of deposit, U.S. government securities, readily marketable stock, etc.)	\$0
Class III Assets (assets the taxpayer marks-to-market at least annually)	\$0
Class IV Assets (stock in trade, inventory, etc.)	\$0
Class V Assets (furniture and fixtures, land, buildings, equipment, etc.)	Purchase Price
Class VI Assets (intangibles such as workforce in place, business books and records, governmental permits, etc.)	\$0
Class VII Assets (goodwill and going concern value)	\$0
Total Purchase Price	Purchase Price



Seller and Purchaser agree to cooperate with each other to coordinate their completion of Form 8594 Asset Acquisition Statement (the “**Form**”) promulgated by the Internal Revenue Service by regulations under Section 1060 of the Code, or any successor or substitute form, so that the amounts allocated as set forth on the Form will be consistent. The provisions of this Section 11.23 shall survive Closing.

11.24 No Third Party Beneficiary.

The provisions hereof and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions hereof or of the documents to be executed and delivered at Closing.

11.25 Effective Date of Agreement.

Purchaser’s offer to acquire the Property as evidenced by Purchaser’s execution of this Agreement and delivery thereof to Seller shall become void and of no effect unless accepted by Seller as evidenced by Seller’s execution of this Agreement and delivery thereof to the Title Company on or before 5:00 p.m., Central time, October 13, 2023. The date all Initial Earnest Money has been deposited and escrowed by Title Company shall be deemed the effective date of this Agreement (the “**Effective Date**”).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Seller's Signature Page

Executed by Seller
on October 13, 2023.

SELLER:

a _____

By: _____

Name: Nathan Bontky

Title: president



Purchaser's Signature Page

PURCHASER:

Executed by Purchaser
on October 13, 2023.

All LNG, LLC

By: _____

Name: Salomon Issa Tafich

Title: Manager

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement from Seller on October 13, 2023, which date shall be deemed the "**Effective Date**" of this Agreement. **PURCHASER SHALL NOT BE REQUIRED TO DEPOSIT THE EARNEST MONEY WITH THE TITLE COMPANY UNTIL THE TITLE COMPANY HAS EXECUTED THIS AGREEMENT IN THE INDICATED PLACE BELOW. ADDITIONAL RECEIPT FORMS MAY BE USED IN ADDITION TO, BUT NOT IN LIEU OF, THIS PARAGRAPH.**

TITLE COMPANY:

By _____

Name: _____

Title: _____





EXHIBIT A

PLAT AND LEGAL DESCRIPTION OF THE PROPERTY

(ACTUAL PLAT AND LEGAL DESCRIPTION OF THE PROPERTY PROVIDED TO
THE TITLE COMPANY IS INCLUDED HEREWITH)

EXHIBIT B

NON-EXCLUSIVE LIST OF PERMITS

Agency	Permit/Authorization
Federal	
Federal Energy Regulatory Commission (FERC)	Authorization for Liquefied Natural Gas (LNG) Terminal Facilities, Onshore or in State Waters / Natural Gas Export Authorization. Section 3 application/permit under the Natural Gas Act to site, construct and operate a LNG facility and related pipelines as applicable
US Department of Energy (DOE), (Office of Fossil Fuel Export License	DOE Export Licenses under Section 3 of the Natural Gas Act for free-trade and non-free trade nations
US Army Corps of Engineers (USACE)	USACE Permits under the Clean Water Act (Section 404 wetlands permitting program) and the Rivers and Harbors Act (Section 10)
US Coast Guard (USCG)--- Captain of the Port (COPT)	Letter of Intent filed with the USCG (under 33 CFR 127.007 et seq), Waterway Suitability Assessments for LNG traffic, and USCG Letter of Recommendation for Marine Operations
US Environmental Protection Agency (EPA)	Clean Air Act and other environmental statutes such as the Resource Conservation and Recovery Act
US Fish and Wildlife Service	Consultation under Section 7 of the Endangered Species Act
National Oceanic and Atmospheric Administration (NOAA) – National Marine Fisheries Service (NMFS)	Magnuson-Stephens Fishery Conservation and Management Act Essential Fish Habitat Consultation
US Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA)	Regulatory and reporting requirements for equipment, components, and operations of LNG facilities and pipelines
Advisory Council of Historic Preservation (ACHP)	Section 106 review under the National Historic Preservation Act of 1966

Agency	Permit/Authorization
State of Texas	
Texas Commission on Environmental Quality (TCEQ)	EPA designation to TCEQ to issue Clean Air Act Title V Operating Permit and Preservation of Significant Deterioration Permit
TCEQ	Water Quality Permit for dredging work
Texas Railroad Commission (TRRC)	LNG Certification and Company Licensing/LNG installation permit
Local	
Sabine-Neches Navigation District	Dredging Disposal Permit
Jefferson County	Local building permits
Jefferson County Appraisal District	Replating of the Property





EXHIBIT C

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

GENERAL WARRANTY DEED

STATE OF TEXAS

§
§
§

COUNTY OF _____

Effective as of _____, 202_, _____, a _____ ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by _____, a _____ ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration are hereby acknowledged, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of real property situated in _____ County, Texas, described on Exhibit A attached hereto and made a part hereof for all purposes, excluding any hazardous or nonhazardous waste and associated remediation of contaminated area, together with all improvements situated thereon and all and singular the rights (including surface and subsurface water rights), benefits, privileges, easements (Including a perpetual free and unrestricted easement of the waterfront of 1,500 linear feet waterfront access showed in Exhibit A, to allow Grantee to commercially dock the largest commercially available liquefied natural gas vessel or naval artifact in the liquefied natural gas industry which the Sabine Pass Ship Channel can accommodate, and thus to dredge, build, install, operate and maintain whatever dock, mooring or breasting dolphins, gangways, pipelines, buoys, equipment, structures, services or works needed in connection thereto), tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (such land, rights (including surface and subsurface water rights), benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to collectively as the "Property").

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of the date first set forth above.

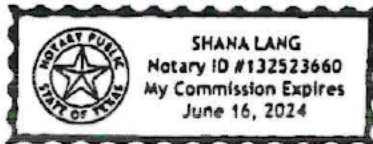
a _____

By Nathan Bontke
Name: Nathan Bontke
Title: President

STATE OF Texas §
COUNTY OF Jefferson §

This instrument was acknowledged before me on October 23, 2023, by Nathan Bontke of Port City Sabine Holdings, a [Texas corporation, on behalf of the corporation].

(Seal)



Shana Lang
Notary Public, State of Texas
Shana Lang
Printed or Typed Name of Notary

My Commission Expires:

6/16/2024

[Exhibits A (Legal Description) and B (Permitted Exceptions) to be added prior to Closing]



FIRPTA AFFIDAVIT

Section of the Internal Revenue Code of 1986, as amended (the "**Code**"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("**Transferee**"), whose mailing address is _____, that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, a _____ ("**Transferor**"), the undersigned hereby certifies as follows:

Transferor is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

Transferor's office address is _____

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document.

a _____

By: Nathan Bontko
Name: Nathan Bontko
Title: President

SWORN TO AND SUBSCRIBED BEFORE ME on _____, 202_.

(Seal)

Notary Public, State of Texas

Printed or Typed Name of Notary

My Commission Expires:



EXHIBIT E
LAND SURVEY



EXHIBIT F

LAND TITLE



TITLE COMMITMENT

PRELIMINARY – PENDING CONTRACT

Owner/Seller Port City Sabine Holdings, LLC
Buyer ALL LNC, LLC
Property South 1st Ave, Sabine Pass, TX



V00 REFERENCE FILE NO. 2001867T
Issued August 28, 2023

Changes made by this version:

- Added survey notations to items B.10(g - l)
- Added "last revised" date to items B.10(nn, oo & pp)
- Removed item C.18

Review of Survey:

Revised survey (8/25/2023) is approved;

T-19 approved as to survey matters
T-23 access approved to TRACT ONE ONLY - S. 1st Avenue (a.k.a. Jetty Road)
T-25 denied, Tracts One & Two are not contiguous

Contact


Galleria Office

5501 LBJ Freeway, Suite 200
Dallas, Texas 75240


Office (214) 987-6780
Fax (214) 570-0210

visit www.titlepartnersllc.com


Debby Moore
Escrow Officer

D: (214) 987-6780



Megan Moore
Escrow Officer

D: (214) 987-6793


Kristen Ridgway
Escrow Officer

D: (214) 987-6796


Deborah Shera
Escrow Officer

D: (214) 987-6782




Appendix D. Corporate Authorization for Duly Authorized Representative



May 19, 2025

To Whom It May Concern,

I, Rafael Figueiredo, in my capacity as an authorized representative of All Bunkering, LLC, hereby authorize Mr. Santiago Garcia to act on behalf of the company in connection with the submission of a water intake permit application related to the development of an LNG bunkering facility in Sabine Pass, Texas.

Mr. Garcia is authorized to prepare, sign, and submit all necessary documentation and correspondence required by local, state, or federal authorities for the purpose of securing the aforementioned permit.

This authorization is granted solely for the purposes of facilitating the permitting process and shall remain in effect until the permitting process is complete or unless revoked in writing by All Bunkering, LLC.

Please extend Mr. Garcia full cooperation as he represents our interests in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Rafael Figueiredo", with a large, stylized flourish above it.

Rafael Figueiredo

Authorized signator