

Water Right Permit Amendment Application

Hartree Channelview LLC
16518 De Zavalla Road
Channelview, Texas

Prepared for:

Hartree Channelview LLC

RECEIVED

By Eddie Valencia at 2:23 pm, May 15, 2025

Project B2208745.08
May 14, 2025

Braun Intertec Corporation

May 14, 2025

Project B2208745.08

Texas Commission on Environmental Quality
Water Availability Division, MC-160
12100 Park 35 Circle
Austin, Texas 78753

Re: Water Rights Permit Amendment
Hartree Channelview LLC (CN605584556)
16518 De Zavalla Road (RN100542489)
Channelview, Texas

To Whom It May Concern:

Enclosed please find the Water Use Permit Amendment Application for Permit No. 13283 (Permit) for the Hartree Channelview LLC (Hartree) facility located at 16518 De Zavalla Road in Channelview, Texas (Site). This application package (Package) includes the Administrative Information Checklist, Technical Information Report, and Public Involvement Plan Form.

The Site is requesting to remove the existing diversion points and replace with Diversion Point 1 at 29.761084, -95.101811 (29°45'39.88"N, 95° 6'6.53"W) and Diversion Point 2 at 29.761895, -95.103711 (29°45'42.81"N, 95° 6'13.36"W) along Carpenters Bayou, Tributary to Buffalo Bayou, in the San Jacinto River Basin Segment 1006, in Harris County, Texas. The new Diversion Points will divert up to 118 acre-feet of water per year for industrial purposes, as allocated in the current permit. The existing Diversion Point 1 and Diversion Point 2 are currently not in use, therefore Hartree would like to remove these from the Permit. The total maximum diversion rate for the new Diversion Point 1 and 2 will be at the current Permit limit of 4,400 gallons per minute. The water will be diverted for industrial purposes, including hydrostatic testing of an aboveground storage tank following required American Petroleum Institute (API) inspection and for freeze prevention, testing and emergency purposes of the firewater system. Access to the diversion point will be via Hartree-owned property.

The Permit amendment does not request an increase in the appropriation or a new appropriation of State Water and is not a major amendment that could affect other water rights or the environment. As such, a Public Involvement Plan is not required.

We appreciate your assistance with reviewing this application. If you have any technical questions regarding the application, or require additional information, please contact Patricia Edwards [REDACTED] at 409.789.1293 or Jarrod Gregg [REDACTED] at 832.737.4258.

Sincerely,

BRAUN INTERTEC CORPORATION



Gabriela Fitzgerald
Senior Manager, Senior Scientist



Patricia Edwards
Principal Scientist

Enclosure:
TCEQ Water Use Permit Amendment Application

cc: Mr. Jarrod Gregg, Hartree Channelview LLC

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Administrative Information Checklist

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.

RECEIVED

By Eddie Valencia at 2:23 pm, May 15, 2025

APPLICANT(S): _____

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/N

_____ **Administrative Information Report**

_____ **Worksheet 3.0**

_____ Additional Co-Applicant Information

_____ Additional W.S. 3.0 for each Point

_____ Additional Co-Applicant Signature Pages

_____ Recorded Deeds for Diversion Points

_____ Written Evidence of Signature Authority

_____ Consent for Diversion Access

_____ **Technical Information Report**

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_____ USGS Map (or equivalent)

_____ TPDES Permit(s)

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_____ Addendum to Worksheet 5.0

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_____ **Worksheet 6.0**

_____ Addendum to Worksheet 1.1

_____ Water Conservation Plan(s)

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_____ **Worksheet 2.0**

_____ Documentation of Adoption

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_____ Notice(s) to Governing Bodies

_____ **Worksheet 8.0**

_____ Recorded Deeds for Inundated Land

_____ Fees

_____ Consent for Inundated Land

_____ Public Involvement Plan

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."

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants _____
(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?

(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: _____

Title: _____

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

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: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

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: _____ 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: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

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** ____
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** ____
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** ____
- 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 ____

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Andreina Solorzano

Chief Commercial Officer

(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: 4/22/25

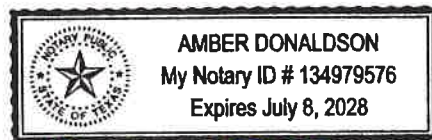
Subscribed and Sworn to before me by the said

on this 22 day of April, 20 25.

My commission expires on the 8 day of July, 20 28.

Notary Public

Harris
County, Texas



[SEAL]

Amber Donaldson

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

Technical Information Report

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: _____

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 _____
- 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 _____ (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 _____

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / 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”:

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

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>

_____ 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

- 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_____

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 _____ gpm (gallons per minute)

c. Does this point share a diversion rate with other points? **Y / 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** _____

*** 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 type="checkbox"/>	Directly from stream	
<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** _____

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): _____
- b. Zip Code: _____
- 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 _____°N, Longitude _____°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): _____
- 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 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 4,400 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / 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 _____

*** 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): Carpenters Bayou, Tributary of Buffalo Bayou, San Jacinto River
- b. Zip Code: 77530
- c. Location of point: In the Harris and Carpenter Original Survey No. A-28, Abstract No. 28, Harris 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 29.761895 °N, Longitude 95.103711 °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): GIS Mapping Program
- 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.
 - 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.**

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 unpastured 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____

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	
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. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
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.	
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.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$

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		\$

Public Involvement Plan



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.

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

Written Evidence of Signature Authority

4/20/2023

Air Permits Division – MC 163
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Re: Change of Responsible Official
Duly Authorized Representative
Hartree Channelview LLC
CN605584556 / RN100542489

Hartree Channelview LLC (Hartree) is providing the enclosed OP-CRO2 in order to change information pertaining to the Responsible Official. Additionally, an OP-DEL has been included to add a Duly Authorized Representative. The Responsible Official has created a STEERS account, added applicable programs, and has signed a STEERS Participation Agreement that is being submitted under separate letterhead to STEERS (MC-226) Department. If you require additional information or have any questions, please contact me at 832.737.4258 or by email at [REDACTED]

Sincerely,



Jarrod Gregg
Director, HSE

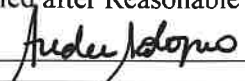
Enclosures

Cc: A. Solorzano, B. Crain

Joseph Doby
Air Section Manager
TCEQ – Region 12
5425 Polk St, Suite H
Houston, Texas 77023

Form OP-CRO2
Change of Responsible Official Information
Federal Operating Permit Program

The Texas Commission on Environmental Quality (TCEQ) shall be notified of a new appointment or administrative information change (e.g., address, phone number, title) for a Responsible Official (RO), Designated Representative (DR), or Alternate Designated Representative (ADR) in the next submittal. **Send this completed form to the TCEQ Central Office to the attention of the Air Permits Division.** This form satisfies the requirements for notification (a revised Certificate of Representation must also be submitted to the U.S. Environmental Protection agency for changes in the DR and ADR). *After the initial submittal, if there is a change of Duly Authorized Representative (DAR) appointment or administrative information changes for the DAR, include a revised Form OP-DEL (Delegation of Responsible Official) with the next submittal to the TCEQ.*

I. Identifying Information		
Account No.: HG1012C	RN: 100542489	CN: 605584556
Permit No.: O4250	Area Name: Channelview Terminal	
Company Name: Hartree Channelview LLC		
II. Change Type		
Action Type:	<input checked="" type="checkbox"/> New Appointment	<input type="checkbox"/> Administrative Information Change
Contact Type (<i>only one response can be accepted per form</i>):		
<input checked="" type="checkbox"/> Responsible Official	<input type="checkbox"/> Designated Representative	<input type="checkbox"/> Alternate Designated Representative
III. Responsible Official/Designated Representative/Alternate Designated Representative Information		
Conventional Title: (<input type="checkbox"/> Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.)		
Name: Andreina Solorzano		
Title: Chief Commercial Officer	Appointment Effective Date: 4/20/2023	
Telephone No.: 917.226.8890	Fax No.:	
Company Name: Hartree Channelview LLC		
Mailing Address: 16518 De Zavalla Rd		
City: Channelview	State: TX	ZIP Code: 77530
E-mail Address: [REDACTED]		
IV. Certification of Truth, Accuracy, and Completeness		
This certification does not extend to information, which is designated by the TCEQ as information for reference only.		
I, <u>Andreina Solorzano</u> , certify that, based on information		
(Name printed or typed)		
and belief formed after Reasonable inquiry, the statements and information stated above are true, accurate, and complete.		
Signature: <u></u>		Signature Date: <u>4/20/23</u>

Texas Commission on Environmental Quality
Form OP-DEL
Delegation of Responsible Official Information
Federal Operating Permit Program

A Responsible Official (RO) may choose to delegate signature authority to a Duly Authorized Representative (DAR). Such delegation may be made to an individual that has responsibility for the overall operation of one or more manufacturing, production, or operating facilities applying for, or subject to, a federal operating permit. **Send this completed form to the TCEQ Central Office to the attention of the Air Permits Division.** Signature stamps can be accepted in place of an original signature. Faxes, photocopies, and electronic submittals can be accepted in place of an original Form OP-DEL; however, a follow-up submittal of the original Form OP-DEL is requested

I. Identifying Information		
Account No.: HG1012C	RN: 100542489	CN: 605584556
Permit No.: O4250	Area Name: Channelview Terminal	
Company Name: Hartree Channelview LLC		
II. Duly Authorized Representative Information		
Action Type: <input checked="" type="checkbox"/> New DAR Identification <input type="checkbox"/> Administrative Information Change		
Conventional Title: (<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.)		
Name: Benjamin Crain		
Title: Facility Manager	Delegation Effective Date: 4/20/2023	
Telephone No.: 832.737.4265	Fax No.:	
Company Name: Hartree Channelview LLC		
Mailing Address: 16518 De Zavalla Rd		
City: Channelview	State: TX	ZIP Code: 77530
E-mail Address: [REDACTED]		
III. Certification of Truth, Accuracy, and Completeness		
I, <u>Andreina Solorzano</u> , certify that, based on <i>(Name printed or typed: RO for New DAR Identification; RO or DAR for Administrative Information Change)</i> information and belief formed after reasonable inquiry, the statements, and information stated above are true, accurate, and complete. <i>(RO signature required for New DAR Identification only; DAR signature required for any Action Type)</i>		
Responsible Official Signature: <u>[Signature]</u>		Date: <u>4/20/23</u>
Duly Authorized Representative Signature: <u>[Signature]</u>		Date: <u>4/20/23</u>
IV. Removal of Duly Authorized Representative(s)		
The following should be removed as Duly Authorized Representative(s): <div style="text-align: center;"><i>(Name(s) printed or typed)</i></div> Effective Date: _____		
Responsible Official Signature: _____		Date: _____

Appendix B

Recorded Deeds for Diversion Points

COMMERCIAL LEASE

Terms

Date: January 1, 2012

Landlord: ACL Transportation Services LLC

Landlord's Address: 1701 East Market Street, Jeffersonville IN 47130-4717

Tenant: TARGA TERMINALS LLC

Tenant's Address: 1000 Louisiana, Suite 4300, Houston, Texas 77002

Premises: approximately 8 acres of land located in Channelview, Texas as more particularly described in Exhibit A attached hereto (excludes any waterfront or associated fleeting, shifting, mooring or other related rights)

Term (months): 360 months (plus any extension periods)

Commencement Date: January 1, 2012

Termination Date: December 31, 2042 (subject to extension as herein provided)

Renewal Options: 2 Renewal Options for 30 years each under the terms set forth in Exhibit B attached hereto

Base Rent: Year 1: \$14,166.67 per month
Year 2 and thereafter: \$17,083.33 per month

The Year 2 monthly Base Rent and the monthly Base Rent for each year thereafter shall be adjusted annually based on changes in the Producer Price Index – All Commodities ("PPI") as published by the Bureau of Labor Statistics; and

Rent: Base Rent plus all other sums owing by Tenant to Landlord hereunder

Use: The transportation and storage of those products listed on Exhibit C attached hereto and services related thereto.

(The Tenant may expand the type of products which may be transported and stored at the Premises with Landlord's consent which consent shall be in Landlord's sole discretion.)

Tenant's Facilities

Any and all improvements to be constructed by Tenant in connection with the Use by Tenant of the Premises including, without limitation, storage tanks, pipelines, pipe racks, rolling stock, related equipment and appurtenances, sheds, trailers, small buildings, walkways, paved parking and roadways, rail, signs and other related improvements

Clauses and Covenants

A. Tenant agrees to:

1. Except as otherwise herein provided, lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Accept the Premises in their present "AS IS" condition.

3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use and occupancy of the Premises.

4. Pay monthly, in advance, on the first day of the month, the Base Rent. Effective as of each anniversary date (January 1) of the Commencement Date, the monthly Base Rent shall be increased by the percentage increase, if any, in the November PPI for the current year as published by the Bureau of Labor Statistics as compared to the comparable PPI published as of November of the immediately prior year. In no case shall the Base Rent to be paid increase more than 12% per year ("Cap").

5. Directly contract for and pay for all utility services used by Tenant. Tenant shall pay for all water, sanitation, sewer, light, heat, gas, electricity, power, fuel, all meter installation charges and all other services incident to the use of the Premises during the Term.

6. Make all payments due from Tenant under this Lease to Landlord at Landlord's Address.

7. Allow Landlord to enter the Premises upon reasonable notice to inspect the Premises.

8. Repair, replace, and maintain the Premises and any improvements constructed thereon, normal wear and tear and casualty loss excepted.

9. Maintain (i) general liability insurance in the amount of \$2,000,000 per occurrence and in the aggregate for the Premises and the conduct of Tenant's business, (ii) property insurance for full replacement cost value on any improvements constructed on the Premises by Tenant, (iii) statutory worker's compensation insurance with employers liability insurance in the amount of \$1,000,000 and (iv) environmental site liability insurance in the amount of \$2,000,000 covering Tenant's operations on the Premises, naming Landlord as an additional insured as its interests may appear for the coverages set forth in subparts (i), (ii) and (iv). Further Tenant will maintain umbrella liability insurance in the minimum amount of

\$10,000,000. Tenant shall deliver certificates of insurance to Landlord before the Commencement Date and thereafter annually upon renewal thereof. Policies for the insurance coverages contemplated by this Section shall be obtained from a company or companies authorized to do business in the state in which the Premises are located, with an AM Best's rating of no less than A- VII and shall require at least thirty (30) days prior written notice to Landlord of material alteration or ten (10) days prior written notice of termination.

10. Except for environmental liabilities which are covered by Section A15 hereof, indemnify and hold Landlord harmless from and against any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments of any kind, including reasonable attorneys' fees and all court costs, which may be brought or made against Landlord arising out of Tenant's use or occupancy of the Premises or occasioned by any act or omission of Tenant, or Tenant's officers, employees, agents, licensees, contractors or invitees arising from or related to any duties or obligations of Tenant under this Lease, provided, however, that Tenant shall not be required to indemnify Landlord for any damage or any injury of any kind arising as a result of the sole negligence, gross negligence or willful acts of Landlord or any of its officers, employees, agents, licensees, contractors or invitees or from any breach of the Lease by the Landlord.

11. Vacate the Premises on termination of this Lease.

12. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the Lease, identifies any amendments to the Lease, describes any rights to extend the Term, lists defaults by Landlord (if any), and provides any other information reasonably requested.

13. Timely pay ad valorem taxes becoming due on the Premises during the Term (including any extension periods). Taxes for any partial tax years during the Term shall be prorated between Landlord and Tenant. Tenant shall have no responsibility for Landlord's (i) franchise, corporation, income or profit taxes imposed upon Landlord; or (ii) transaction privilege or use taxes assessed against Landlord as the result of the Lease. Tenant, in Tenant's name or in Landlord's name, may appeal any assessment of the Premises and the improvements thereon; provided, Tenant first obtains Landlord's consent which consent will not be unreasonably withheld.

14. Timely pay all taxes levied or assessed against Tenant's Facilities, personal property, furniture, equipment or fixtures owned by Tenant or placed by Tenant on, in or at the Premises.

15. Comply with applicable local, state and federal laws, ordinances and regulations including all Environmental Laws. The term "Environmental Laws" as used in this Lease shall mean any federal, state or local statutory law, rule, or regulation pertaining to protection of the environment, human health, safety, or natural resources, or environmental pollution by Hazardous Materials (as hereinafter defined), including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), as codified at 42 U.S.C. §9601 et seq.; (ii) the Resource Conservation and Recovery Act of 1976, as amended, as codified at 42 U.S.C. §6901 et seq. ; (iii) Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, as amended; (iv) Occupational Safety and Health Act of 1970, as amended; (v) Toxic Substances Control Act of 1976, as amended; (vi) Emergency Planning and Community Right-to-Know Act of 1986; (vii) Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990; and (viii) all laws and regulations relating to emissions, discharges, release or threatened release of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous

Materials. "Hazardous Materials" means any oil, flammable substances, explosives, radioactive materials, hazardous wastes or substances, pollutants or contaminants, and all substances that are defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", or "toxic substances" under any Environmental Law.

Tenant shall at its own expense maintain in effect any and all permits, licenses or other governmental approvals, if any, required for Tenant's use of the Premises. In addition, Tenant shall maintain a certified Spill Prevention Control and Countermeasures Plan, Facility Response Plan, Hurricane Response Plan, and any other plan as required by any Environmental Law. Tenant shall provide copies of all such permits and plans to Landlord, at Landlord's request.

If at any time Tenant shall become aware or have reasonable cause to believe, that any Hazardous Substance has been released or has otherwise come to be located on or beneath the ground of the Premises during the Term hereof, Tenant shall give written notice of that condition to Landlord and to the extent arising out or in connection with Tenant's use or possession of the Premises, shall immediately remediate any such release or condition to the reasonable satisfaction of Landlord.

Tenant shall be responsible for, and shall indemnify, defend and hold Landlord harmless from and against, all "Environmental Claims" (as hereinafter defined), whether or not involving a third-party claim, including, without limitation, court costs and reasonable attorneys' fees, if any, to the extent arising out of, or in connection with Tenant's use or possession of the Premises or the generation, storage, disposal or release of any Hazardous Substance by Tenant during the Term. The indemnification provided by this Section shall survive the termination of this Lease. "Environmental Claims" means (i) all environmental claims, demands, damages, liabilities, costs, and expenses arising out of or related to any environmental matters or conditions (including on-site or off-site contamination arising from Tenant's use or possession of the Premises and regulation of chemical substances or products); (2) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, surcharges, damages, losses, claims, demands and response, investigative, remedial, or inspection costs and expenses arising under any Environmental Law, notices of noncompliance or violation, or legal fees or costs of investigations or proceedings relating in any way to any Environmental Law or any permit issued under any Environmental Law, or arising from the presence or release (or alleged presence or release) into the environment of any Hazardous Materials, including without limitation, all environmental claims, regardless of the merit of such claims, by any governmental entity or by any third party for enforcement, cleanup, removal, response, remedial, or other actions or damages, contribution, indemnification, cost recovery, compensation or injunctive relief pursuant to any Environmental Law; (iii) any alleged injury or threat of injury to health, safety or the environment (including any claims involving liability in tort, strict, absolute or otherwise); (iv) financial responsibility under Environmental Laws for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions required by any applicable Environmental Law and for any natural resource damages; and (v) any other compliance, corrective, investigative or remedial measures, whether voluntary or pursuant to an order issued by a governmental entity.

Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no liability for Hazardous Substances existing on the Premises prior to the commencement of the Lease or migrating from other properties (not owned or operated by Tenant or an affiliate of Tenant).

16. **Damage Limitations.** Notwithstanding anything contained herein to the contrary, neither party hereto shall have any liability for any consequential, exemplary, equitable, loss of profits, or punitive damages, except with respect to third party Environmental Claims.

B. Tenant agrees not to:

1. Use the Premises for any purpose materially unrelated to the Use stated in the Lease, but if Tenant desires to expand the type of products which may be transported and stored in the Premises, Tenant shall first seek the consent of Landlord which consent shall be in Landlord's sole discretion.

2. Create a nuisance.

3. Use the Premises in any way that would violate any laws (including Environmental Laws).

4. Allow a lien to be placed on the Premises without the consent of Landlord. Tenant shall pay all sums legally due and payable on account of any labor performed or materials furnished in connection with any work performed on the Premises by Tenant or at Tenant's instance, and Tenant shall indemnify Landlord from any and all loss, cost and expense, including reasonable attorneys' fees, based on or arising out of such claim or liens asserted against the Tenant's leasehold estate or against the right, title and interest of the Landlord in the Premises or any improvements thereon which arises from Tenant's construction of improvements or use and occupancy of the Premises. Tenant shall give Landlord immediate written notice of the placing of any such lien or encumbrance against the Premises or any improvements thereon, and Tenant shall cause such lien to be released or bonded over within thirty (30) days from Tenant's receipt of notice of any such lien.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term (including any extension periods) beginning on the Commencement Date and ending on the Termination Date (as same may be extended).

2. Cooperate with Tenant in obtaining any permits and in executing any reasonable documents required of the owner by the permitting authority, make such appearances and do such other things as Tenant may reasonably request in connection with obtaining any permits for the construction or maintenance of Tenant's Facilities. This Lease is specifically subject to Tenant acquiring all required permits and if Tenant is unable to obtain any required permit despite its diligent and reasonable efforts, Tenant shall have the right to terminate this Lease and all obligations hereunder at any time within one hundred twenty (120) days of the Commencement Date.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in Default.

2. Unreasonably withhold, delay or condition its consent to any matter requiring Landlord's consent under this Lease (except as to those matters that remain in Landlord's sole discretion).

E. Landlord and Tenant agree to the following:

1. Tenant Improvements. Tenant shall have the right to construct, at its sole expense, the Tenant's Facilities and other improvements upon all or any portion of the Premises as Tenant may determine are necessary in connection with the Use. The parties acknowledge that Tenant has provided to Landlord and Landlord has approved the plans for the construction of the initial improvements on the Premises ("Initial Improvements"). Prior to the commencement of

construction of any other improvements (other than the Initial Improvements), Tenant shall prepare and submit to Landlord for approval a complete set of plans and specifications, which approval will not be unreasonably withheld, delayed or conditioned. In the event that Landlord fails to approve or disapprove such plans and specifications within thirty (30) days, such plans and specifications shall be deemed approved. All construction and improvements shall be undertaken in substantial accordance with the approved plans and specifications, and in a good and workmanlike manner. If requested by Landlord with respect to the Initial Improvements or any other major construction project on the Premises, Tenant shall provide Landlord an as built survey on completion of construction.

2. **Removal of Improvements.** Upon termination or expiration of this Lease, Tenant shall, unless otherwise mutually agreed, remove all Tenant Facilities and personal property and equipment from the Premises, whether or not attached to the Premises. Tenant shall repair any damage to the Premises resulting from any such removal and shall restore the Premises to as close as reasonably practical to the condition existing as of the Commencement Date. All such removal and repair shall be concluded within a commercially reasonable time (not to exceed 90 days after expiration or termination), and all terms and conditions of this Lease shall continue until completion of such removal and repair.

3. **Assignment or Subleasing.** Except as otherwise herein provided, any assignment or subletting of the Premises shall require Landlord's consent which consent shall be in Landlord's sole discretion. Notwithstanding the foregoing, Tenant may freely assign this Lease or sublease any portion of the Premises to any affiliate of Tenant, and Landlord's consent shall not be required for an assignment or sublease to any such affiliate, unless such affiliate engages in barge or marine transport services (excluding marine pipelines) in which case Landlord's consent shall be required and which consent shall be in Landlord's sole discretion.

4. **Waiver of Subrogation.** Tenant hereby release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises or any other property of Tenant by reason of fire or the elements, regardless of cause, including negligence of Landlord. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage. Tenant will notify the issuing insurance companies of the release set forth herein and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. **Condemnation/Substantial or Partial Taking**

(a) In the event the whole or any substantial part of the Premises is taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation) and is thereby rendered unusable for Tenant's intended Use, as determined by Tenant in its sole discretion, this Lease shall terminate as of the date title vests in such authority, and Rent shall be apportioned as of the Termination Date.

(b) In the case of a partial taking of the Premises by any competent authority which does not result in the termination of this Lease, then this Lease shall continue in effect with respect to the portion of the Premises not so taken, except that the Base Rent shall be reduced by a fraction, the numerator of which shall be the number of square feet taken or condemned and denominator of which shall be the square footage of the Premises prior to the taking or condemnation.

(c) If there is any condemnation, taking or conveyance under threat of condemnation during this Lease or any tenancy thereafter, Tenant shall be entitled to prosecute its own claim against the condemning authority, and Tenant shall be entitled to any compensation from the condemning authority for: leasehold value; damage to or loss of any improvements

constructed by Tenant as well as Tenant's fixtures, equipment, tanks, furniture, and personal property; Tenant's loss of income, business value or goodwill; Tenant's moving and relocation expenses; and any other compensation owed to Tenant as a result of Tenant's leasehold estate, occupancy or use of the Premises.

6. **Renewal Options.** Landlord and Tenant shall have the mutual option(s) to extend the Term of this Lease for two (2) successive renewal periods of thirty (30) years each in accordance with and subject to the terms of Exhibit B attached hereto.

7. **Right of First Refusal.** If at any time during the Term (as same may be extended), Landlord receives from a ready, willing and able third party purchaser (which is unaffiliated with Landlord) an acceptable offer to purchase, or makes an offer to sell to such purchaser, the Premises or any part thereof, Landlord shall give Tenant notice, specifying the name and address of the purchaser and the price and terms of the offer. Tenant shall thereupon have the prior option to purchase the Premises or the part thereof covered by the offer, at the price and on the same terms of the offer. Tenant may exercise by giving Landlord notice within thirty (30) days after Tenant's receipt of Landlord's notice of the offer. Tenant's failure at any time to exercise its option under this Section shall not affect this Lease or the continuance of Tenant's rights and options under this Section or under any other Section of this Lease. If Tenant waives its right as to a specific offer and the offer is then revised or renegotiated in any material respect (which shall include, without limitation, any adjustment in price or the terms of payment), Tenant's right of first refusal under this Section shall revert as to such offer. Any sale or transfer of the Premises, or any part thereof, shall be expressly made subject to all of the terms, covenants and conditions of this Lease including this Section. If the offer to purchase covers other properties of Landlord in addition to the Premises, or if it involves the sale of all or substantially all of Landlord's assets, or the sale of equity interests, a merger or other similar transaction, this right of first refusal shall not apply.

8. **Maintenance.** Tenant shall at its own cost and expense, keep and maintain all parts of the Premises and all Tenant's Facilities in good condition, and shall promptly make all necessary repairs.

9. **Dredging.** Pursuant to a defined standard and schedule as mutually determined by the parties in good faith, Tenant shall dredge the section of Carpenter's Bayou immediately adjacent to the north side of the Dredge Spoils Island at its Channelview Terminal during the Term hereof. If, however, the separate lease between Tenant (as landlord) and Landlord (as tenant) with respect to a portion of Tenant's Dredge Spoils Island at the Channelview Terminal is terminated or assigned by Landlord to a third party which is unaffiliated with Landlord, this obligation shall terminate.

10. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Premises; provided, however, that if the holder of any such mortgage elects to have Tenant's interest in this Lease treated as superior to any such instrument, then, by notice to Tenant from such holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage. Tenant shall at any time hereafter on demand execute any instruments or other documents (in form and substance reasonably acceptable to Tenant) that may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage. Notwithstanding the foregoing, Landlord shall use reasonable commercial efforts to provide within six (6) months following the execution of this Lease a nondisturbance agreement in form and substance reasonably acceptable to Tenant from the holder of any mortgage securing a credit facility (as opposed to a publically held notes or bonds facility) to Landlord or its affiliates against the Premises which provides that, in the event that such holder acquires the Landlord's interest in the Premises, such holder shall recognize the validity of this Lease so long as Tenant

is not in Default hereunder beyond any applicable cure periods. In the event of a change in the holder of any mortgage securing the credit facility, Landlord shall use reasonable commercial efforts to provide a nondisturbance agreement in form and substance reasonably acceptable to Tenant from each new holder thereof.

11. Default by Tenant/Events. Defaults ("Defaults") by Tenant are:

(a) Tenant shall fail to pay Rent within five (5) business days following written notice by Landlord of such failure;

(b) Tenant shall fail to perform, observe, or comply in any material respect with any covenant, agreement, or term contained in this Lease (other than the failure to pay Rent), and such failure shall continue for thirty (30) days following written notice thereof from Landlord; provided, however, if Tenant's failure to comply cannot reasonably be cured within thirty (30) days, Tenant shall be allowed such additional time as is reasonably necessary to cure the failure so long as Tenant commences to cure the failure within the thirty (30) day period following Landlord's initial written notice, and Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with this Lease; further provided, that if Tenant repeats any such default ("Specific Default") more than two (2) times in any twelve (12) month period, then thereafter for the next ensuing eighteen (18) months, Landlord may immediately assert its rights under this Agreement without providing Tenant an opportunity to cure if the Specific Default is again repeated, but Landlord's notice obligations shall continue as to other types of defaults;

(c) Tenant shall file for relief under any chapter of the U.S. Bankruptcy Code or if any involuntary petition under the U.S. Bankruptcy Code shall be filed against Tenant and not dismissed within sixty (60) days thereafter;

(d) Tenant shall be placed in receivership or any similar state law insolvency proceeding is brought against Tenant; or

(e) Tenant shall cease doing business in the Premises for ninety (90) consecutive days, provided, however, that Tenant shall not be in Default if Tenant continues to pay Rent and maintain the Premises.

12. Remedies for Tenant Default. Landlord's remedies for any uncured Tenant Default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any reasonable expenditures made in order to relet and reimburse Landlord for any deficiency between the rent paid in connection with the reletting and the Base Rent owing under this Lease as and when due; (b) enter the Premises and perform Tenant's obligations at Tenant's expense; and/or (c) terminate this Lease by written notice in which case Tenant shall pay as liquidated damages an amount equal at Landlord's option to either (i) the lesser of five (5) years Base Rent or the Base Rent for the remaining Term of the Lease (without further escalation) or (ii) the present value of the Base Rent (without further escalation) owing under the Lease for the remaining Term less the present value of the fair market rent for the Premises for the remainder of the Term, plus all other sums due and owing under the Lease as of the date of termination. In the case of Item (c), once the Premises has been relet by Landlord to a non-affiliated party, the rental rate under the new lease will be utilized as the fair market rent. All remedies are cumulative and may be exercised concurrently or separately, but once the Lease is terminated, Item (a) above shall not be available. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises until the Default is cured, without being liable for damages.

No agreement to accept surrender by Tenant of its right or possession of the Premises shall be valid unless in writing signed by Landlord. No waiver by either party of any violation or breach of any term, provision and/or covenant herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any term, provision and/or covenant herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of a Default shall not be construed as a waiver of such Default, unless Landlord so notifies Tenant in writing. Forbearance by either party to enforce one or more of the remedies with respect to any Default shall not constitute a waiver thereof, or a waiver of any remedy in connection with any subsequent Default, unless such waiver is acknowledged in writing.

13. **Default/Waiver/Mitigation.** It is not a waiver of Default if Landlord fails to declare immediately a Default or delays in taking any action. Unless otherwise herein provided, pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this Lease or provided by law. Landlord and Tenant shall have a duty to mitigate damages.

14. **Attorneys' Fees.** If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs, including any fees and costs incurred in any bankruptcy proceeding protecting the parties' rights under this Lease.

15. **Applicable Law.** The laws of the state where the Premises are located shall control the enforcement of this Lease.

16. **Entire Agreement.** This Lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease.

17. **Amendment of Lease.** This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

19. **Warranty of Title.** Landlord warrants to Tenant that it holds good and marketable title to the Premises, free and clear of all liens, encumbrances, easements, tenancies and restrictions except for such matters of public record or as approved in writing by Tenant.

20. **Environmental Warranty.** Landlord warrants to Tenant that to Landlord's knowledge and belief, from the date Landlord acquired the Premises through the Commencement Date, there has been no disposal, discharge, deposit, infection, emission, dumping, leaking, spilling, placing or escape of any Hazardous Substances in violation of any Environmental Laws on, in, under or from the Premises. Landlord has received no summons, citation, directive, letter or other communication, written or oral, from any governmental authority concerning any such disposal, discharge, deposit, infection, emission, dumping, leaking, spilling, placing or escape of Hazardous Substances into or on the Premises.

21. **Notices.** Any notice required or permitted under this Lease must be in writing addressed to the recipient at the address specified above. Notices may be sent by United States Postal Service, postage prepaid, certified mail, return receipt requested, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as

provided herein.

22. Abandoned Property. Landlord may retain, destroy, or dispose of any personal property left on the Premises more than ninety (90) following the end of the Term, at Tenant's expense.

23. Binding Effect. The terms of this Lease shall be binding upon the parties hereto and their respective successors and permitted assigns.

24. Parent Guaranty. Targa Resources Partners, LP shall enter into a Guaranty in the form set forth in Exhibit D attached hereto which shall guarantee the obligations of Tenant under this Lease.

25. Memorandum of Lease. Landlord and Tenant shall enter into a Memorandum of Lease in the form set forth in Exhibit E which shall be recorded in the Real Property Records of Harris County, Texas.

Executed effective as of the the 1st day of January, 2012.

LANDLORD:

ACL Transportation Services LLC

By: Mark K. Knay

Name: Mark K. Knay

Title: CEO

TENANT:

TARGA TERMINALS LLC

By: _____

Name: _____

Title: _____

Executed effective as of the the 1st day of January, 2012.

LANDLORD:
ACL Transportation Services LLC

By: _____
Name: _____
Title: _____

TENANT:
TARGA TERMINALS LLC

mdw
By: *[Signature]* _____
Name: _____
Title: _____

DESCRIPTION OF AN 7.930-ACRE
(345,437 SQ. FT.) TRACT OF LAND
OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS

Being a tract of land containing 7.930 acres (345,437 square foot) out of the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 7.930-acre tract being part of a called 33.684-acre tract conveyed to Houston Fleet LLC by deed recorded under Harris County Clerk's File No. T135036, Film Code No. 519-75-1572 of the Official Public Records of Real Property, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, in the southwest line of a tract of land conveyed to Hollywood Marine, Inc., as recorded under Harris County Clerk's File No. R632593, Film Code No. 505-81-1375 of the Official Public Records of Real Property, Harris County, Texas for the northeast corner of a called 6.75635-acre tract of land conveyed to Flex Tank Systems LLC as recorded under Harris County Clerk's File No. U688154, Film Code No. 535-30-2502 of the Official Public Records of Real Property, Harris County, Texas, for the northwest corner of said 33.684-acre tract and for the northwest corner of said tract herein described;

THENCE South 43°51'46" East, with the southwest line of said Hollywood Marine tract, the northeast line of said 33.684-acre tract and the northeast line of said tract herein described, a distance of 232.78 feet, to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the northeast corner of said tract herein described;

THENCE South 09°01'53" East, over and across said 33.684-acre tract with an east line of said tract herein described, a distance of 629.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for an angle point of said tract herein described;

THENCE South 15°19'13" East, over and across said 33.684-acre tract with a northeast line of said tract herein described, a distance of 226.61 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the southeast corner of said tract herein described;

THENCE South 88°12'53" West, over and across said 33.684-acre tract with the south line of said tract herein described, a distance of 380.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the southwest corner of said tract herein described;

THENCE North 19°30'19" West, over and across said 33.684-acre tract with a southwest line of said tract herein described, a distance of 379.34 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for an angle point of said tract herein described and the beginning of a curve to the left;

THENCE along said curve to the left, with a southwest line of said tract herein described, having an arc length of 106.59 feet, a radius of 130.00 feet, a central angle of 46° 58' 47", a chord bearing of North 42° 59' 43" West and a chord length of 103.63 feet to a 1/2-inch iron rod found in the southeast line of said 6.75635-acre tract for an angle point of said tract herein described;

THENCE North 23°42'59" East, with the southeast line of said 6.75635-acre tract, the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described, at a distance of 531.63 feet passing a found 1/2-inch iron rod, continuing for a total distance of 640.78 feet to the POINT OF BEGINNING and containing 7.930 acres (345,437 square feet) of land.

Compiled By:

Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084

Job No.: CU019 (2076-019)
Date: 11/16/2011
Revised Date: 12/14/2011

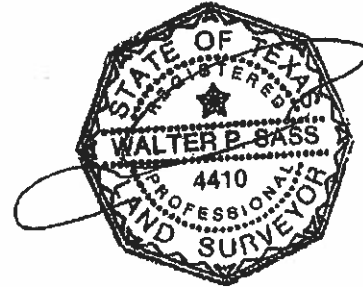




EXHIBIT B
RENEWAL OPTION

A. Renewal Period. If mutually agreed by Landlord and Tenant, the Lease may be extended for up to two (2) renewal periods of thirty (30) years each ("Renewal Periods"). If Tenant desires to renew the Lease, Tenant shall provide written notice to Landlord of Tenant's desire to renew the Lease ("Renewal Notice") not later than six (6) months prior to the expiration date of the initial Term (or preceding Renewal Period, as applicable), provided that at the time of such notice and at the commencement of such Renewal Period, no uncured material event of Default exists under the Lease. If Landlord desires to renew the Lease, then within thirty (30) days of the Renewal Notice, Landlord shall notify Tenant of such desire along with the proposed Base Rent (which shall be Landlord's estimate of the Market Rental Rate) for such Renewal Period ("Rental Notice"), subject to annual adjustments to Base Rent as provided for in the Lease, along with any other proposed changes to the Lease. If Landlord fails to timely deliver the Rental Notice, then Landlord shall be deemed to have rejected the renewal, and the Lease shall terminate upon the expiration of the then current Term.

B. Acceptance. If Tenant is not willing to accept the terms set forth in the Rental Notice, then the parties will negotiate in good faith and attempt to reach an agreement within thirty (30) days after the date of the Rental Notice or such longer period as agreed to by the parties ("Negotiation Deadline"). At any time prior to the Negotiation Deadline, Tenant may accept the terms set forth in the Rental Notice (or as negotiated) by written notice ("Acceptance Notice"), or reject the terms set forth in the Renewal Notice (or as negotiated) by written notice ("Rejection Notice"), received by Landlord prior to the Negotiation Deadline. If Tenant timely delivers its Acceptance Notice, Landlord and Tenant shall execute a lease amendment confirming the Base Rent and other terms applicable during the Renewal Period. If Landlord and Tenant cannot agree to the Market Rental Rate and other terms for the Renewal Period on or before the Negotiation Deadline (as same may be extended by the parties), then Tenant shall be deemed to have rejected the final written proposal for the Market Rental Rate and other terms given by Landlord during the Negotiation Period, and the Lease shall terminate upon the expiration of the then current Term.

C. Market Rental Rate. The "Market Rental Rate" is (i) the rate (or rates) a willing tenant would pay and a willing landlord would accept for a comparable ground lease transaction (e.g., comparable square footage in comparable condition and in a comparable location) as of the commencement date of the applicable term, neither being under any compulsion to lease and both having reasonable knowledge of the relevant market facts, and with a reasonable period of time in which to consummate a transaction, plus (ii) a throughput rent component of \$85,000 (as adjusted annually by the PPI in accordance with the terms of this Lease); provided, in no event shall the Market Rental Rate be less than the then-current Base Rate.

EXHIBIT C
PERMITTED USE LIST

Petroleum Products including:

1. Gasoline - conventional and reformulated;
2. Diesel fuel - clear and dyed;
3. Fuel Oil - high and low sulfur dyed;
4. Heavy Oil - ranges and blends available;
5. Asphalt – performance grade and fluxes;
6. Bunkers - made to specification;
7. Kerosene - different grades and dyed;
8. Biodiesel;
9. Butanes;
10. Ethanol;
11. Crude Oil;
12. Lube Oils;
13. Used Lube Oil; and
14. Vacuum Gas Oil.

EXHIBIT D
GUARANTY

This Guaranty Agreement (this "Guaranty") dated effective as of January 1, 2012, is entered into by **Targa Resources Partners LP** ("Guarantor"), a Delaware limited partnership, in favor of **ACL Transportation Services LLC** ("Counterparty").

Recitals:

- A. Counterparty and **Targa Terminals LLC** (or any assignee or successor in interest) ("Guaranteed Party") are entering into a Commercial Lease dated effective as of January 1, 2012 (as amended, supplemented, renewed, or extended), and a Commission Letter dated effective as of January 1, 2012 (collectively, the "Contract"); and
- B. Guaranteed Party is a subsidiary or affiliate of Guarantor and Guarantor will directly or indirectly benefit from the Contract to be entered into between Counterparty and Guaranteed Party;

NOW, THEREFORE, in consideration of Counterparty entering into the Contract with Guaranteed Party, Guarantor hereby covenants and agrees as follows:

1. **Guaranty.** Subject to the terms and conditions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment and performance of the obligations of Guaranteed Party (the "Obligations") to Counterparty under the Contract, including without limitation all indemnification obligations and obligations to restore the Premises upon expiration or termination of the Contract. To the extent that Guaranteed Party shall fail to pay or perform any Obligation, Guarantor shall promptly pay to Counterparty the amount due or perform the Obligation. This Guaranty shall constitute a guarantee of payment and performance and not of collection. Guarantor shall also be liable for the reasonable attorneys' fees and expenses of Counterparty's external counsel incurred in any effort to collect or enforce any of the Obligations under this Guaranty; provided, however, such fees and expenses shall be payable by Guarantor only to the extent that Counterparty is successful in enforcing the Obligations under this Guaranty.
2. **Limitations.** Guarantor's liability hereunder shall be limited to payment and performance of the Obligations expressly required to be paid or performed under the Contract and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, or punitive damages, except to the extent specifically provided in the Contract to be due from Guaranteed Party. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Guaranteed Party may have to payment or performance of any Obligation under the Contract, other than defenses arising from the bankruptcy, insolvency, dissolution, or liquidation of Guaranteed Party and other defenses expressly waived herein.
3. **Termination.** This Guaranty is a continuing guaranty and shall remain in full force and effect until all Obligations existing or arising under the Contract have been satisfied, with the express understanding that certain obligations survive the expiration or termination of the Contract.
4. **Subrogation.** Guarantor waives its right to be subrogated to the rights of Counterparty with respect to any Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid or performed, subject to no rescission or right of return, and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.
5. **Right to Notice and Opportunity to Cure.** Prior to enforcing any rights against Guarantor under this Guaranty, Counterparty must provide to Guarantor the same notice and opportunity to cure rights as the Guaranteed Party has under the Contract.

6. **Notice.** Any demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "**Notice**") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

7. **Miscellaneous.** THIS GUARANTY SHALL BE IN ALL RESPECTS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Counterparty. Guarantor may assign its rights and obligations hereunder only with the prior written consent of Counterparty. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by Counterparty, its successors and assigns. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

TARGA RESOURCES PARTNERS LP

By: Targa Resources Partners GP LLC,
its general partner

By: _____

Name: _____

Title: _____

Address of Guarantor:

Targa Resources Partners LP
1000 Louisiana, Suite 4300,
Houston, Texas 77002

Address of Counterparty:

ACL Transportation Services LLC
1701 East Market Street
Jeffersonville IN 47130-4717

MEMORANDUM OF LEASE

www.wiley.com

KNOW ALL MEN BY THESE PRESENTS:

AMERICAN COMMERCIAL LINES LLC

1701 East Market Street, Jeffersonville IN 47130-4717

TARGA TERMINALS LLC

1000 Louisiana, Suite 4300, Houston, Texas 77002

January 1, 2012

See Exhibit A attached hereto

30 years plus 2 renewal terms of 30 years each

The Lease grants to Tenant a right of first refusal to purchase the property under certain circumstances if Landlord elects to sell the property to a third party purchaser.

The Lease is incorporated by reference and is binding on Landlord and Tenant. If a conflict exists between any term of this Memorandum of Lease and the Lease, the Lease controls.

ACL Transportation Services LLC

By: _____

Name: _____

Title: _____

TARGA TERMINALS LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of
_____, 2011, by _____, _____ of ACL Transportation
Services LLC, a ____ limited liability company, on behalf of said company.

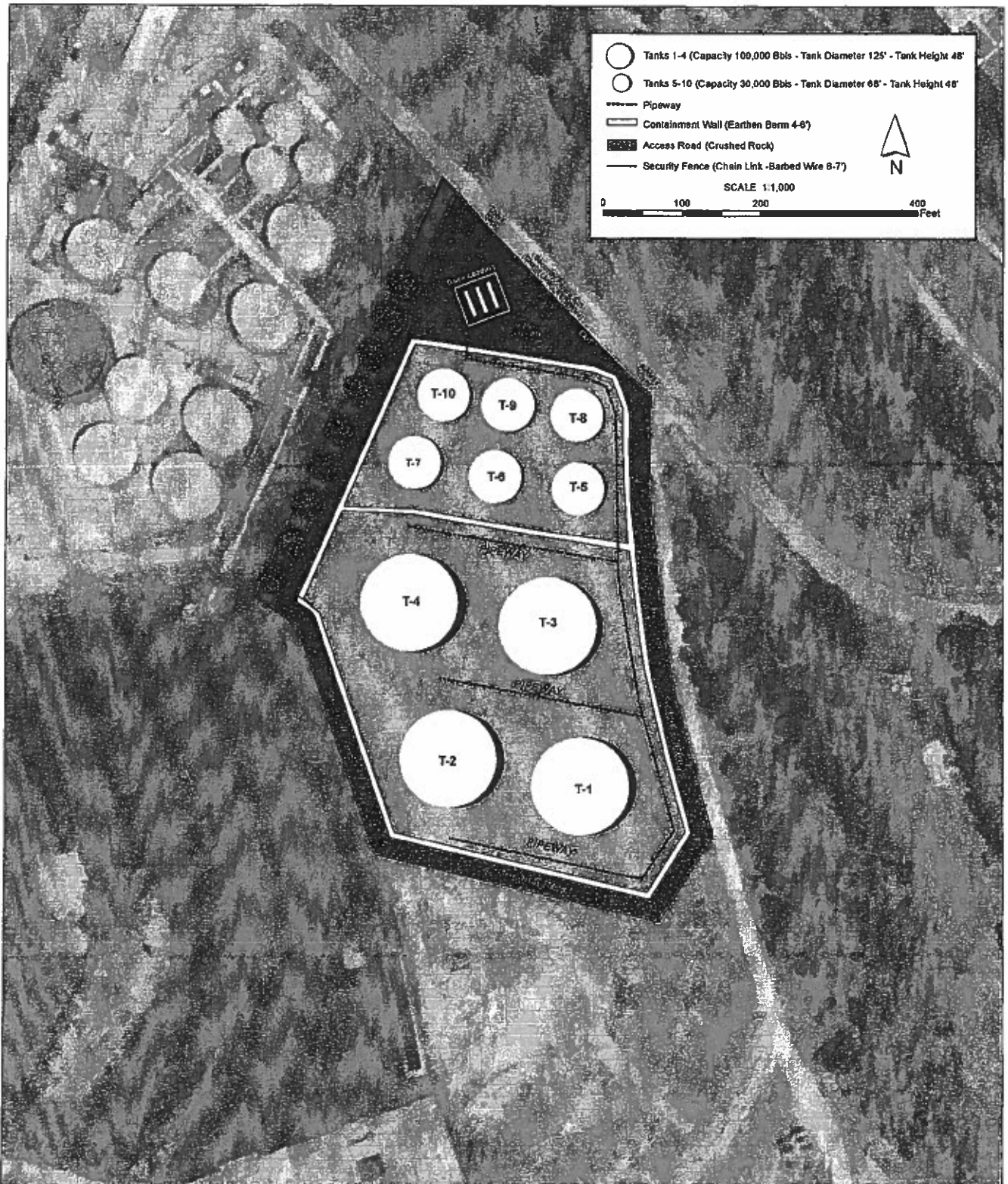
Notary Public in and for the State of
Texas
Name: _____
Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this the ____ day of
_____, 2011, by _____, _____ of TARGA
TERMINALS LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of
Texas
Name: _____
Commission Expires: _____

Plans for Initial Improvements



TARGA

**CHANNELVIEW, TX
TERMINAL & STORAGE FACILITY
CONCEPTUAL SITE PLAN**

**MEMORANDUM OF LEASE
(8 Acres)**

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Date:

Landlord:

AMERICAN COMMERCIAL LINES LLC

Landlord's Address:

1701 East Market Street, Jeffersonville IN 47130-4717

Tenant:

TARGA TERMINALS LLC

Tenant's Address:

1000 Louisiana, Suite 4300, Houston, Texas 77002

Date of Lease:

January 1, 2012

Premises:

See Exhibit A attached hereto

Term:

30 years plus 2 renewal terms of 30 years each

Right of First Refusal:

The Lease grants to Tenant a right of first refusal to purchase the property under certain circumstances if Landlord elects to sell the property to a third party purchaser.

Additional Provisions:

The Lease is incorporated by reference and is binding on Landlord and Tenant. If a conflict exists between any term of this Memorandum of Lease and the Lease, the Lease controls.

LANDLORD:

ACL Transportation Services LLC

By: Mark K. Knobl
Name: Mark K. Knobl
Title: CEO

TENANT:

TARGA TERMINALS LLC

By: _____
Name: _____
Title: _____

STATE OF ~~TEXAS~~ INDIANA §
§
COUNTY OF ~~HARRIS~~ CLARK §

This instrument was acknowledged before me on this the 13th day of DECEMBER, 2011, by MARK R. KNOY, _____ of ACL Transportation Services LLC, a _____ limited liability company, on behalf of said company.



[Signature]
Notary Public in and for the State of
~~Texas~~ INDIANA
Name: RICHARD R. FOLTZ
Commission Expires: 7-19-2017

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the _____ day of _____, 2011, by _____, _____ of TARGA TERMINALS LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for the State of
Texas
Name: _____
Commission Expires: _____

**MEMORANDUM OF LEASE
(8 Acres)**

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Date:

Landlord:

AMERICAN COMMERCIAL LINES LLC

Landlord's Address:

1701 East Market Street, Jeffersonville IN 47130-4717

Tenant:

TARGA TERMINALS LLC

Tenant's Address:

1000 Louisiana, Suite 4300, Houston, Texas 77002

Date of Lease:

January 1, 2012

Premises:

See Exhibit A attached hereto

Term:

30 years plus 2 renewal terms of 30 years each

Right of First Refusal:

The Lease grants to Tenant a right of first refusal to purchase the property under certain circumstances if Landlord elects to sell the property to a third party purchaser.

Additional Provisions:

The Lease is incorporated by reference and is binding on Landlord and Tenant. If a conflict exists between any term of this Memorandum of Lease and the Lease, the Lease controls.


LANDLORD:

ACL Transportation Services LLC

By: _____
Name: _____
Title: _____

TENANT:

TARGA TERMINALS LLC

By:  _____
Name: _____
Title: _____

Memo

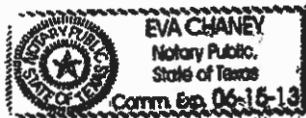
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the _____ day of _____, 2011, by _____, _____ of ACL Transportation Services LLC, a _____ limited liability company, on behalf of said company.

Notary Public in and for the State of
Texas
Name: _____
Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 7th day of December, 2011, by Michael Heim, Executive VP/CEO of TARGA TERMINALS LLC, a Delaware limited liability company, on behalf of said company.



Eva Chaney
Notary Public in and for the State of
Texas
Name: Eva Chaney
Commission Expires: 06/15/13

DESCRIPTION OF AN 7.930-ACRE
(345,437 SQ. FT.) TRACT OF LAND
OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS

Being a tract of land containing 7.930 acres (345,437 square foot) out of the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 7.930-acre tract being part of a called 33.684-acre tract conveyed to Houston Fleet LLC by deed recorded under Harris County Clerk's File No. T135036, Film Code No. 519-75-1572 of the Official Public Records of Real Property, Harris County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, in the southwest line of a tract of land conveyed to Hollywood Marine, Inc., as recorded under Harris County Clerk's File No. R632593, Film Code No. 505-81-1375 of the Official Public Records of Real Property, Harris County, Texas for the northeast corner of a called 6.75635-acre tract of land conveyed to Flex Tank Systems LLC as recorded under Harris County Clerk's File No. U688154, Film Code No. 535-30-2502 of the Official Public Records of Real Property, Harris County, Texas, for the northwest corner of said 33.684-acre tract and for the northwest corner of said tract herein described;

THENCE South 43°51'46" East, with the southwest line of said Hollywood Marine tract, the northeast line of said 33.684-acre tract and the northeast line of said tract herein described, a distance of 232.78 feet, to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the northeast corner of said tract herein described;

THENCE South 09°01'53" East, over and across said 33.684-acre tract with an east line of said tract herein described, a distance of 629.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for an angle point of said tract herein described;

THENCE South 15°19'13" East, over and across said 33.684-acre tract with a northeast line of said tract herein described, a distance of 226.61 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the southeast corner of said tract herein described;

THENCE South 88°12'53" West, over and across said 33.684-acre tract with the south line of said tract herein described, a distance of 380.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for the southwest corner of said tract herein described;

THENCE North 19°30'19" West, over and across said 33.684-acre tract with a southwest line of said tract herein described, a distance of 379.34 feet to a 1/2-inch iron rod with cap stamped "WEISSER, HOUSTON" set, for an angle point of said tract herein described and the beginning of a curve to the left;

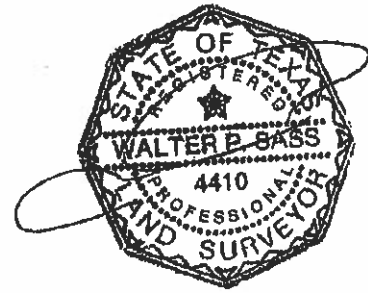
THENCE along said curve to the left, with a southwest line of said tract herein described, having an arc length of 106.59 feet, a radius of 130.00 feet, a central angle of 46° 58' 47", a chord bearing of North 42° 59' 43" West and a chord length of 103.63 feet to a 1/2-inch iron rod found in the southeast line of said 6.75635-acre tract for an angle point of said tract herein described;

THENCE North 23°42'59" East, with the southeast line of said 6.75635-acre tract, the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described, at a distance of 531.63 feet passing a found 1/2-inch iron rod, continuing for a total distance of 640.78 feet to the POINT OF BEGINNING and containing 7.930 acres (345,437 square feet) of land.

Compiled By:

Weisser Engineering Company
19500 Park Row, Suite 100
Houston, Texas 77084

Job No.: CU019 (2076-019)
Date: 11/16/2011
Revised Date: 12/14/2011



GUARANTY

This Guaranty Agreement (this "Guaranty") dated effective as of January 1, 2012, is entered into by Targa Resources Partners LP ("Guarantor"), a Delaware limited partnership, in favor of ACL Transportation Services LLC ("Counterparty").

Recitals:

- A. Counterparty and Targa Terminals LLC (or any assignee or successor in interest) ("Guaranteed Party") are entering into a Commercial Lease dated effective as of January 1, 2012 (as amended, supplemented, renewed, or extended), and a Commission Letter dated effective as of January 1, 2012 (collectively, the "Contract"); and
- B. Guaranteed Party is a subsidiary or affiliate of Guarantor and Guarantor will directly or indirectly benefit from the Contract to be entered into between Counterparty and Guaranteed Party;

NOW, THEREFORE, in consideration of Counterparty entering into the Contract with Guaranteed Party, Guarantor hereby covenants and agrees as follows:

1. Guaranty. Subject to the terms and conditions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment and performance of the obligations of Guaranteed Party (the "Obligations") to Counterparty under the Contract, including without limitation all indemnification obligations and obligations to restore the Premises upon expiration or termination of the Contract. To the extent that Guaranteed Party shall fail to pay or perform any Obligation, Guarantor shall promptly pay to Counterparty the amount due or perform the Obligation. This Guaranty shall constitute a guarantee of payment and performance and not of collection. Guarantor shall also be liable for the reasonable attorneys' fees and expenses of Counterparty's external counsel incurred in any effort to collect or enforce any of the Obligations under this Guaranty; provided, however, such fees and expenses shall be payable by Guarantor only to the extent that Counterparty is successful in enforcing the Obligations under this Guaranty.
2. Limitations. Guarantor's liability hereunder shall be limited to payment and performance of the Obligations expressly required to be paid or performed under the Contract and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, or punitive damages, except to the extent specifically provided in the Contract to be due from Guaranteed Party. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Guaranteed Party may have to payment or performance of any Obligation under the Contract, other than defenses arising from the bankruptcy, insolvency, dissolution, or liquidation of Guaranteed Party and other defenses expressly waived herein.
3. Termination. This Guaranty is a continuing guaranty and shall remain in full force and effect until all Obligations existing or arising under the Contract have been satisfied, with the express understanding that certain obligations survive the expiration or termination of the Contract.
4. Subrogation. Guarantor waives its right to be subrogated to the rights of Counterparty with respect to any Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid or performed, subject to no rescission or right of return, and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.
5. Right to Notice and Opportunity to Cure. Prior to enforcing any rights against Guarantor under this Guaranty, Counterparty must provide to Guarantor the same notice and opportunity to cure rights as the Guaranteed Party has under the Contract.
6. Notice. Any demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly

after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

7. **Miscellaneous.** THIS GUARANTY SHALL BE IN ALL RESPECTS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Counterparty. Guarantor may assign its rights and obligations hereunder only with the prior written consent of Counterparty. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by Counterparty, its successors and assigns. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

TARGA RESOURCES PARTNERS LP

By: Targa Resources Partners GP LLC,
its general partner

By: 

Name: **Matthew Meloy**
Title: **SVP CFO and Treasurer**

Address of Guarantor:

Targa Resources Partners LP
1000 Louisiana, Suite 4300,
Houston, Texas 77002

Address of Counterparty:

ACL Transportation Services LLC
1701 East Market Street
Jeffersonville IN 47130-4717

TARGA TERMINALS LLC
1000 Louisiana, Suite 4300
Houston, Texas 77002

Effective January 1, 2012

ACL Transportation Services LLC
1701 East Market Street
Jeffersonville IN 47130-4717
Attention: Mario A. Munoz, Vice President

Re: Commission Arrangement

Dear Mario:

In connection with the Lease Agreement ("Lease") dated effective January 1, 2012 between ACL Transportation Services LLC ("Landlord") and Targa Terminals LLC ("Tenant") covering approximately 8 acres of land in Channelview, Texas ("Premises"), the parties agreed to enter into a certain commission arrangement with respect to business referrals made by Landlord to Tenant. The purpose of this letter agreement is to outline the terms and conditions under which a commission ("Commission") would be earned and payable.

1. During the Term of the Lease, Tenant shall pay Landlord a three percent (3%) Commission on Invoiced Amount (as hereinafter defined) as and when actually collected by Tenant from New Customer Contracts for storage and other services on the Premises during the initial term of the New Customer Contracts. Commissions shall be reconciled and paid within thirty (30) days of the end of any calendar quarter. In the event of the termination of the Lease or termination of the right of possession by Tenant without termination, of the Lease, Landlord's right to Commissions accruing thereafter shall terminate and may not be recovered from Tenant.
2. Commissions are only payable for New Customer Contracts relating to storage and other services on the Premises and do not cover storage contracts relating to Tenant's other terminal facilities, including without limitation, other terminal facilities in Channelview, Texas; provided Tenant shall not utilize other terminal facilities for New Customers referred to Tenant by Landlord unless there are operational or commercial reasons for such other terminal use that are unrelated to the payment of Commissions hereunder. Commission shall not be paid on renewals or extensions of existing New Customer Contracts provided, Tenant shall negotiate in good faith with the New Customer to obtain the longest commercially reasonable initial term.
3. Prior to providing a Referral (as hereinafter defined) of any prospective customer to Tenant, Landlord shall provide notice to Tenant that it has identified a prospective customer (without providing the name or any other detailed information concerning such customer) and would like to refer such customer to Tenant. Tenant shall then notify Landlord in writing whether or not Tenant is interested in receiving a referral at such time based upon available capacity at the Premises and other internal factors. If Tenant confirms its interest in considering such prospective customer, Landlord may proceed with a Referral.
4. For purposes of this Letter Agreement:
 - (a) "New Customer" shall mean a customer who has been referred to Tenant in writing by Landlord with the name of such customer, a description of the potential business to be referred and a contact person (a "Referral") and who (i) is not a current customer of Tenant or its affiliates, or a prospective customer (any party from which Tenant has already solicited business in the previous six (6)

months) of Tenant at the Premises, or an affiliate of any such current or prospective customer and (ii) has a need for storage in tanks or other services at the Premises under terms and conditions reasonably acceptable to Tenant. Active solicitation by the Landlord is required to qualify a customer as a New Customer. (Merely providing names of potential customers will not entitle Landlord to a Commission.) Upon receipt of the Referral, Tenant shall notify Landlord in writing if the referred customer does not qualify as a New Customer based on the criteria provided above.

(b) "New Customer Contract" means a tank storage contract or other contract for services at the Premises with a New Customer entered into due to the written Referral by Landlord and entered into within one (1) year of such Referral.

(c) "Invoiced Amount" means the amount of charges and fees payable under a New Customer Contract for storage and terminaling services, but shall not include taxes, reimbursements or any other pass-through charges.

If the foregoing terms accurately set forth our agreement, please sign in the space designated below and return an executed counterpart of this letter to the undersigned.

Sincerely,

Handwritten signature
TARGA TERMINALS LLC

By: *Handwritten signature*
Name: _____
Title: _____

AGREED TO AND ACCEPTED
effective as of January 1, 2012

ACL TRANSPORTATION SERVICES LLC

By: _____
Name: _____
Title: _____

months) of Tenant at the Premises, or an affiliate of any such current or prospective customer and (ii) has a need for storage in tanks or other services at the Premises under terms and conditions reasonably acceptable to Tenant. Active solicitation by the Landlord is required to qualify a customer as a New Customer. (Merely providing names of potential customers will not entitle Landlord to a Commission.) Upon receipt of the Referral, Tenant shall notify Landlord in writing if the referred customer does not qualify as a New Customer based on the criteria provided above.

(b) "New Customer Contract" means a tank storage contract or other contract for services at the Premises with a New Customer entered into due to the written Referral by Landlord and entered into within one (1) year of such Referral.

(c) "Invoiced Amount" means the amount of charges and fees payable under a New Customer Contract for storage and terminaling services, but shall not include taxes, reimbursements or any other pass-through charges.

If the foregoing terms accurately set forth our agreement, please sign in the space designated below and return an executed counterpart of this letter to the undersigned.

Sincerely,

TARGA TERMINALS LLC

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED
effective as of January 1, 2012

ACL TRANSPORTATION SERVICES LLC

By: Mark K. Kearney
Name: Mark K. Kearney
Title: CEO

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") is entered into between ACL TRANSPORTATION SERVICES LLC ("**Landlord**"), and TARGA TERMINALS LLC, a Delaware limited liability company ("**Tenant**"), effective as of July 8, 2014 ("**Effective Date**").

RECITALS

A. Landlord and Tenant have entered into a Lease Agreement ("**Lease**") dated January 1, 2012 covering approximately 8 acres of land located in Channelview, Texas ("**Original Premises**").

B. Tenant desire to expand the Original Leased Premises to include the two tracts described in Exhibit A as the 2.268 acre tract ("2.268 Acre Tract") and the 2.768 acre tract ("2.768 Acre Tract" and collectively with the 2.268 Tract and the Road Easements described below, the "**Expansion Premises**"), and Landlord has agreed to lease the Expansion Premises to Tenant in accordance with the terms and provisions herein set forth.

C. Landlord and Tenant desire to modify the Lease as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend certain terms and conditions of the Lease as hereinafter provided.

1. **Definitions.** All capitalized terms not otherwise defined herein have the meanings given to them in the Lease.

2. **Expansion Premises.** Commencing on the Effective Date hereof and continuing throughout the Term of the Lease (as defined in the Lease), the term "**Premises**", as used in the Lease, shall be amended to include both the Original Leased Premises and the Expansion Premises. The Expansion Premises shall be subject to all terms of the Lease except as modified herein. Exhibit A contains preliminary descriptions of the two tracts comprising a portion of the Expansion Premises. Upon completion of the surveying work on the two tracts, Exhibit A will be replaced with formal legal descriptions and drawings.

3. **Road Easements.** The Premises is a part of a larger tract of land ("**Master Tract**") owned by Landlord as more particularly described in Exhibit B. As part of the Expansion Premises, Landlord hereby grants to Tenant: (i) the nonexclusive right to use existing private roadways across the Master Tract for purposes of ingress and egress to the Premises; and (ii) assigns to Tenant the nonexclusive right to use any roadway easements benefitting the Master Tract which are held by Landlord (in common with Landlord) for purposes of ingress and egress to the Premises (collectively, the "**Road Easements**").

4. **Base Rent.** Commencing on the Effective Date of this First Amendment, Base Rent shall be increased to \$27,987.89 per month (reflecting an annual rate of \$.593451 per square foot of acreage in the Premises (as expanded)) and shall be subject to annual adjustments as provided for under the Lease. Any partial months shall be prorated with the Base Rent in effect prior to the Effective Date of this Amendment applying to the portion of any month prior to the Effective Date hereof and the amended Base Rent applying to the portion of the month from and after the Effective Date. If the square footage of the two tracts comprising a portion of the Expansion Premises are adjusted based on the completed surveys as provided in Section 2 above, Base Rent shall be adjusted based on the actual square footage.

5. **Special Fee.** Upon execution of this First Amendment, Tenant shall pay landlord a one-time fee of \$100,000 in consideration for this First Amendment.

6. **Plans and Specifications.** The Landlord acknowledges that it has received and approved the plans and specifications for the additional Tenant's Facilities to be constructed by Tenant on the Premises.

7. **Additional Improvements.** Tenant shall be responsible, at its option, for paying for or constructing the following improvements to the Master Tract: (a) road rerouting around the eastern perimeter of the 2.268 Acre Tract shown on Exhibit A; (b) creation of a replacement parking lot in the area shown in Exhibit A; and (c) the construction and operating costs (including but not limited to labor and utilities) of any security gate and/or guard shack Tenant wishes to install on any tract (collectively "**Additional Improvements**"). The Additional Improvements are more specifically described on Exhibit C attached hereto.

8. **Brokers.** Each party represents and warrants to the other that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this First Amendment. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses (including attorneys' fees and court costs), loss and liability caused by the claims of any other entity or individual who asserts the right to a commission or other compensation based upon dealings with said party in connection with this First Amendment. The provisions of this Section shall survive the expiration of the Lease as extended hereby.

9. **Full Force and Effect.** Except as modified by this First Amendment, all terms and conditions of the Lease shall remain in full force and effect, and Landlord and Tenant shall be bound thereby. Landlord and Tenant represent and declare that no default exists by Landlord or Tenant under the Lease as of the effective date of this First Amendment. The original Lease and this First Amendment shall be construed as one instrument.

10. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Lease; and the Lease contains the valid, binding and enforceable obligations of each such party.

11. **Binding Effect.** This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

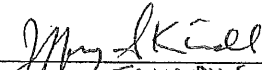
12. **SNDA.** Landlord shall provide Tenant with a Subordination, Nondisturbance and Attornment Agreement ("SNDA") or an amendment to any existing SNDA covering this Lease from each lender holding a lien against the Master Tract consenting to the Lease, as amended, and the improvements to be constructed on the Premises within sixty (60) days from the date hereof. If for any reason the Landlord is unable to deliver the SNDAs (or an amendment to any existing SNDA) within such sixty (60) day period, Tenant may either extend the deadline for such delivery or terminate the Lease as to the Expanded Premises at any time prior to the delivery of all required SNDAs (or any amendment thereto).

[Signature Page Follows]

IN WITNESS THEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

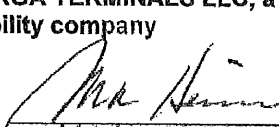
LANDLORD:

ACL TRANSPORTATION SERVICES LLC

By: 
Name: JEFFREY S. KINDL
Title: V-P, GULF OPERATIONS

TENANT:

TARGA TERMINALS LLC, a Delaware limited liability company

By:  mjh
Name: MIKE HEIM
Title: PRESIDENT & CHIEF OPERATING OFFICER

Attachment: Exhibit A
Exhibit B
Exhibit C

EXHIBIT A

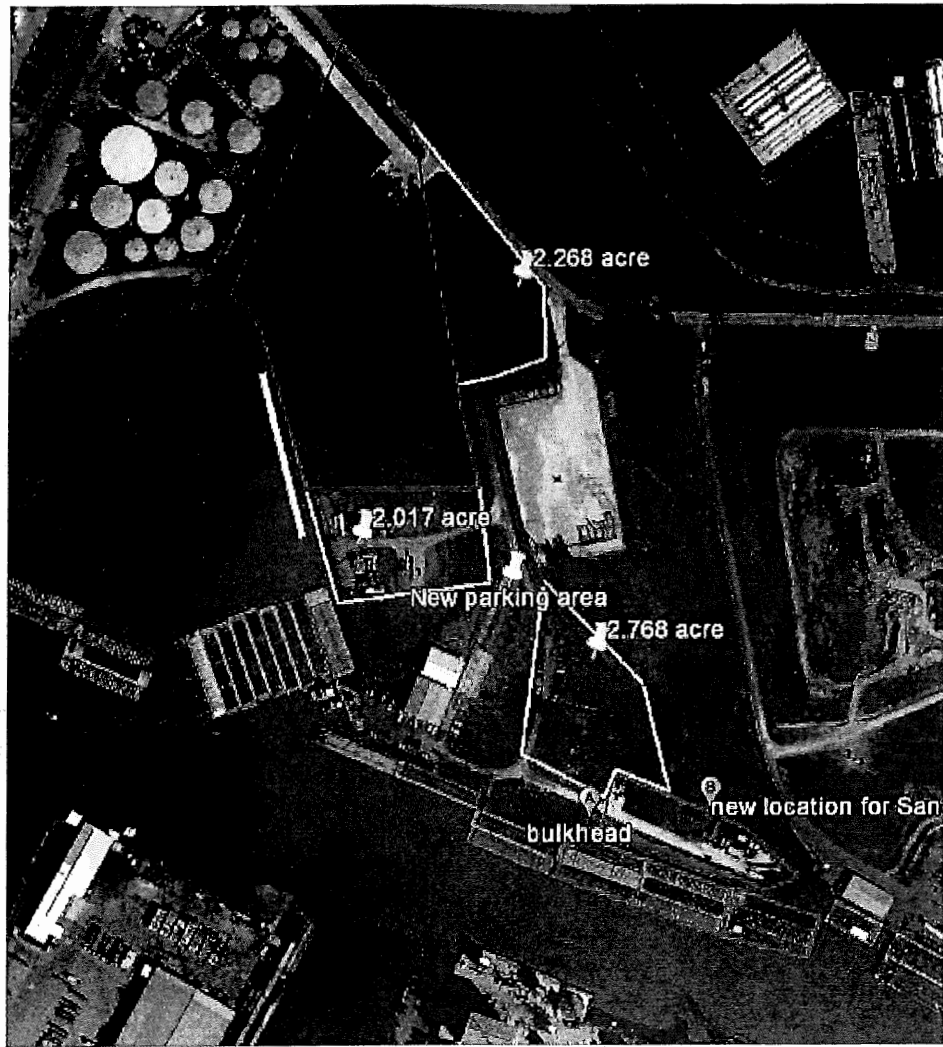


EXHIBIT A (CONTINUED)

2.268 ACRE TRACT

**DESCRIPTION OF A 2.268-ACRE (98,788 SQ. FT.)
TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.268 -acre (98,788 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.268-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,899.13; Y=13,845,123.86) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, same point being the common corner of Houston Lighting & Power Company (HL&P) Easement Tracts "A" and "D" as found recorded under Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and HL&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with the northwest line of said 33.684-acre tract and with the northwest line of said 1.279-acre tract, at a distance of 341.85 feet pass a 5/8-inch iron with cap stamped "WEISSER ENG HOUSTON, TX" found on the northeast line of said 33.684-acre tract and continuing for a total distance of 493.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the **POINT OF BEGINNING** of said tract herein described having a State Plane Coordinate of **(X=3,205,557.37; Y=13,845,479.56)**

THENCE South 14° 35' 13" East, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 336.06 feet to a chain link fence corner post found for the southeast corner of said tract herein described;

THENCE South 64 deg. 26 min. 43 sec. West, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 153.20 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, located in the north line of a called 2.06-acre Drill Site as recorded under H.C.C.F. No. 20100366366, under F.C. No. 073-64-1849 of the O.P.R.R.P.H.C., Texas;

THENCE South 77 deg. 00 min. 12 sec. West, over and across said 33.684-acre tract, with the north line of said 2.06-acre drill site and with the south line of said herein described tract a distance of 69.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described, being located in the east line of a called 7.930-acre leasehold conveyed to

TARGA TERMINALS, LLC as set forth in Memorandum of Lease as recorded under H.C.C.F. No. 20120016279 of the O.P.R.R.P.H.C., Texas

THENCE North 15° 18' 43" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 20.24 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for an angle point in the east line of said 7.930-acre leasehold, same being an angle point of said tract herein described;

THENCE North 09° 01' 23" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 629.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the northeast corner of said 7.930-acre leasehold, being the north corner of said tract herein described;

THENCE South 43 deg. 51 min. 16 sec. East, with the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described a distance of 325.07 feet to the **POINT OF BEGINNING** and containing 2.268-acres (98,788 sq. ft.) of land.

This description is accompanied by a plat of even survey date.

Compiled by:
WEISSER ENGINEERING COMPANY
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No.: CU054 (2076-054)
Date: 06/09/2014

EXHIBIT A (CONTINUED)
2.768 ACRE TRACT

**DESCRIPTION OF A 2.768-ACRE (120,581 SQ. FT.)
TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.768 -acre (120,581 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.768-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,594.62; Y=13,844,700.63) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same point being found situated in a southwesterly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a southeast line of said 33.684-acre tract, with the northeast line of said tract herein described and with the a southwest line of said 69.57-acre tract a distance of 402.28 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described, located in the east line of an unrecorded 175 foot wide Houston Lighting and Power Company (H.L.&P.) easement;

THENCE South 13 deg. 00 min. 39 sec. East, with the west line of said 175 foot wide H. L. & P company easement, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 177.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, being the north corner of a called H.L. &P. aerial easement as recorded under H.C.C.F. No. D055621, under F.C. No. 113-29-1461 of the O.P.R.R.P.H.C., Texas;

THENCE South 04 deg. 12 min. 19 sec. East, over and across said 33.684-acre tract, with the east line of said tract herein described and with the west line of said aforementioned H. L. & P. aerial easement a distance of 111.71 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described, located in the west line of said H.L. &P. aerial easement;

THENCE North 68° 18' 28" West, over and across said 33.684-acre tract and with the southwest line of said tract herein described, a distance of 338.35 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the southwest corner of said tract herein described;

THENCE North 12° 59' 48" West, over and across said 33.684-acre tract and with the west line of said tract herein described a distance of 434.16 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described;

THENCE North 77 deg. 00 min. 12 sec. East, over and across said 33.684-acre tract and with the north line of said tract herein described, a distance of 78.42 feet to the **POINT OF BEGINNING** and containing 2.768-acres (120,581 sq. ft.) of land.

This description is accompanied by a plat of even survey date.

EXHIBIT B

DESCRIPTION OF A 32.772-ACRE (1,427,554 SQ. FT.) TRACT OF LAND OUT OF THE HARRIS & CARPENTER SURVEY, A-28, HARRIS COUNTY, TEXAS.

Being a 32.772-acre (1,427,554-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 32.772-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,899.13; Y=13,845,123.86) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, same point being the common corner of Houston Lighting & Power Company (HL&P) Easement Tracts "A" and "D" as found recorded under Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and HL&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with a southerly line of said 69.57-acre tract, with a southwesterly line of said HL&P Tract "A", with a northeasterly line of said HL&P Tract "C" and with the northeasterly line of said 1.279-acre tract, a distance of 341.85 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described and marking the **POINT OF BEGINNING (X=3,205,662.30; Y=13,845,370.35);**

THENCE South 13° 00' 39" East, with the westerly line of said 1.279-acre tract and with an easterly line of said tract herein described, a distance of 637.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said 1.279-acre tract, being an angle point in a westerly line of said 69.57-acre tract and for an easterly corner of said tract herein described;

THENCE South 77° 00' 12" West, with a south line of said 69.57-acre tract and with a south line of said tract herein described, a distance of 216.74 feet to a 5/8-inch iron rod found for an interior corner of said 69.57-acre tract and for an interior corner of said tract herein described;

THENCE South 45° 36' 42" East, with a southerly line of said 69.57-acre tract and with a southerly line of said tract herein described, a distance of 724.23 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the north corner of a called 1.118-acre tract of land called "Tract II" in the aforementioned deed recorded under H.C.C.F. No. T135306 by Film Code (F.C.) No. 519-75-1572, same being the north corner of a called 0.08531 acre tract of land called "Tract B," being a save and except tract in the aforementioned H.C.C.F. No. T135306, being located in a south line of said 69.57-acre tract, same being the northerly corner of a called 0.8531-acre tract of land conveyed to Equistar Chemicals, LP by aforementioned deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas and for a southeast corner of said tract herein described;

EXHIBIT B

THENCE South $08^{\circ} 55' 04''$ East, with the westerly line of said 0.8531 acre tract and with an easterly line of said herein described tract, a distance of 253.04 feet to a point on the arc of a non-tangent curve to the left, being a submerged corner in the north line of a called 19.54-acre tract of land conveyed to Harris County Houston Ship Channel Navigation District by deeds recorded under Volume 6097, Page 168 of the H.C.D.R. and H.C.C.F. No. C174313, by F.C. No. 039-29-1021, all of the O.P.R.R.P.H.C., Texas, same being the southwest corner of said 0.8531 acre tract and the southernmost southeast corner of said tract herein described;

THENCE in a northwesterly direction, with the north line of said 19.54-acre tract, with the south line of said tract herein described and with the arc of said non-tangent curve to the left having a radius of 2,023.36 feet, a central angle of $03^{\circ} 54' 57''$, an arc length of 138.29 feet, with a chord bearing of North $75^{\circ} 27' 02''$ West, a chord distance of 138.26 feet to a point of reverse curvature, being a submerged point in the south line of said tract herein described;

THENCE in a northwesterly direction, with the north line of said 19.54-acre tract, with the south line of said tract herein described and with the arc of said reverse curve to the right having a radius of 1,796.36 feet, a central angle of $07^{\circ} 29' 46''$, an arc length of 235.02 feet, with a chord bearing of North $73^{\circ} 39' 37''$ West, a chord distance of 234.85 feet to the point of tangency, being a submerged point in the south line of said tract herein described;

THENCE North $69^{\circ} 54' 46''$ West, with the north line of said 19.54-acre tract and with the south line of said tract herein described, a distance of 1,310.60 feet to a submerged point located in the north line of said 19.54-acre tract, for the southeast corner of a called 20.250-acre tract of land conveyed to Coast Energy Group, LLC by deed recorded under H.C.C.F. No. 20110106560, by F.C. No. 076-49-1789 of the O.P.R.R.P.H.C., Texas and for the southwest corner of said tract herein described;

THENCE North $23^{\circ} 43' 29''$ East, with the east line of said 20.250-acre tract and with the west line of said tract herein described, at a distance of 874.21 feet pass a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for a southwesterly corner of a called 7.930-acre leasehold granted to Targa Terminals, LLC as set forth in Memorandum of Lease as recorded under H.C.C.F. No. 20120016279, by F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas and continuing a total distance of 1,514.98 feet to the northeast corner of said 20.250-acre tract and for the northwest corner of said tract herein described, from which a 1/2-inch iron rod was found bearing south $66^{\circ} 07' 40''$ east, a distance of 1.30 feet;

THENCE South $43^{\circ} 51' 16''$ East, with a southwesterly line of said 69.57-acre tract and with a northeasterly line of said tract herein described, a distance of 709.33 feet to the **POINT OF BEGINNING** and containing 32.772-acres (1,427,554 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

WEISSER ENGINEERING COMPANY
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No.: CU049 (2076-049)
Date: 05/09/2014



EXHIBIT C
DESCRIPTION OF THE WORK FOR THE ADDITIONAL IMPROVEMENTS

1. **Replacement Parking**: Tenant shall relocate the existing parking lot of thirty two (32) parking spaces to the designated area on Exhibit A (along the west side of the 2.768 acre parcel). This will involve approximately seven thousand (7,000) square feet of asphalt paving.
2. **Road Rerouting**: Tenant shall reroute the road around the 2.268 Acre Tract (shown on Exhibit A) down to the new parking area. Tenant shall provide approximately fourteen hundred (1400) feet of asphalt driveway, thirty (30) feet in width and forty five thousand (45,000) square feet of asphalt paving.
3. **Security Gate and/or Guard Shack**: Tenant shall be solely responsible for the construction, staffing, and maintenance of any security gate and/or guard shack for any tract.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("**Second Amendment**") is entered into between ACL TRANSPORTATION SERVICES LLC ("**Landlord**"), and TARGA TERMINALS LLC, a Delaware limited liability company ("**Tenant**"), effective as of November 28, 2014 ("**Effective Date**").

RECITALS

A. Landlord and Tenant have entered into a Lease Agreement (as subsequently amended, the "**Lease**") dated January 1, 2012 covering approximately 8 acres of land located in Channelview, Texas ("**Original Premises**"). The Original Premises is a part of a larger tract of land ("**Master Tract**") owned by Landlord as more particularly described in Exhibit A.

B. Landlord and Tenant have entered into a First Amendment to Lease dated July 8, 2014.

C. Landlord and Tenant desire to further modify the Lease as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend certain terms and conditions of the Lease as hereinafter provided.

1. **Definitions.** All capitalized terms not otherwise defined herein have the meanings given to them in the Lease.

2. **Pipeline and Utility Easement.** Landlord hereby grants to Tenant a nonexclusive twenty (20) foot wide underground pipeline and utility easement ("**Easement**"), for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing: (a) multiple underground pipelines for the transportation of petroleum, petroleum products, ethanol, biofuels and various non-hazardous liquid products and related underground equipment and underground infrastructure; and (b) electrical and other utility lines, in the area depicted on Exhibit B attached hereto, together with the temporary work space shown on Exhibit B. The parties shall execute and Tenant shall file the Memorandum of Easement attached hereto as Exhibit C.

3. **Insurance and Indemnification.**

- a. Tenant shall repair, replace and maintain the Easement, timely pay all taxes levied or assessed against the pipeline and related improvements and not allow a lien to be placed against the Easement, in accordance with Clauses A.8., A.14., and B.4. of the Lease, which shall apply to the Easement as a whole, including those portions that are not located on the Original Premises.
- b. Tenant shall maintain Contractor's Pollution Liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) per occurrence from start of construction of pipeline hereunder through substantial completion.
- c. The insurance provisions in Clause A.9. of the Lease shall apply to the Easement as a whole, including those portions that are not located on the Original Premises, together with the temporary work space.

- d. The indemnity and environmental obligations in Clauses A.10 and A.15 of the Lease shall apply to the Easement as a whole, including those portions that are not located on the Original Premises, together with the temporary work space.

4. **Removal of Pipelines upon Termination.** Upon termination or expiration of the Lease, Tenant shall, unless otherwise mutually agreed upon in writing, remove all pipelines and associated equipment and structures from the Easement within ninety (90) days. Should Tenant fail to perform or comply with the removal within ninety (90) days, and such failure shall continue for thirty (30) days following written notice thereof from Landlord, then Landlord shall have the right and option to remove all such pipelines and associated equipment and structures, at the sole cost and expense of Tenant.

5. **Exhibits.** Exhibit B contains preliminary descriptions of the Easement. Upon completion of the surveying work, Exhibit B will be replaced with formal legal descriptions and drawings.

6. **Original Premises.** The legal description for the Original Premises is amended to read as set forth in Exhibit D attached hereto. The new description includes approximately 37,595 feet of additional land. Commencing on the Effective Date of this Second Amendment, Base Rent shall be increased to \$29,847.14 per month (reflecting an annual rate of \$.593451 per square foot of acreage) and shall be subject to annual adjustments as provided for under the Lease. Any partial months shall be prorated with the Base Rent in effect prior to the Effective Date of this Amendment applying to the portion of any month prior to the Effective Date hereof and the amended Base Rent applying to the portion of the month from and after the Effective Date. Tenant may, at its option and expense, grade and install bulkheading at the water's edge of the Original Premises.

7. **Brokers.** Each party represents and warrants to the other that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Second Amendment. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses (including attorneys' fees and court costs), loss and liability caused by the claims of any other entity or individual who asserts the right to a commission or other compensation based upon dealings with said party in connection with this Second Amendment. The provisions of this Section shall survive the expiration of the Lease.

8. **Full Force and Effect.** Except as modified by this Second Amendment, all terms and conditions of the Lease shall remain in full force and effect, and Landlord and Tenant shall be bound thereby. Landlord and Tenant represent and declare that no default exists by Landlord or Tenant under the Lease as of the effective date of this Second Amendment. The original Lease, the First Amendment and this Second Amendment shall be construed as one instrument.

9. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Lease; and the Lease contains the valid, binding and enforceable obligations of each such party.

10. **Binding Effect.** This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.


11. **SNDA.** Landlord shall provide Tenant with a Subordination, Nondisturbance and Attornment Agreement ("SNDA") or an amendment to any existing SNDA covering this Lease from each lender holding a lien against the Master Tract consenting to the Lease, as amended, and the improvements to be constructed on the Premises within ninety (90) days from the date hereof. If for any reason the Landlord is unable to deliver the SNDAs (or an amendment to any existing SNDA) within such ninety (90) day period, Tenant may either extend the deadline for such delivery or terminate this Second

Amendment at any time prior to the delivery of all required SNDAs (or any amendment thereto).

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment as of the day and year above written.

LANDLORD:

ACL TRANSPORTATION SERVICES LLC

By: 
Name: JEFFREY S. KINDL
Title: V-P, GULF OPERATIONS

TENANT:

**TARGA TERMINALS LLC, a Delaware
limited liability company**

By: 
Name: Paul W. Chung
Title: Executive Vice President

TSM & MDH

Attachments:	EXHIBIT A	DESCRIPTION OF ORIGINAL LEASED PREMISES
	EXHIBIT B	LOCATION OF PIPELINE
	EXHIBIT C	MEMORANDUM OF EASEMENT
	EXHIBIT D	REVISED DESCRIPTION OF ORIGINAL LEASED PREMISES

EXHIBIT A ORIGINAL PREMISES

DESCRIPTION OF A 32.772-ACRE (1,427,554 SQ. FT.) TRACT OF LAND OUT OF THE HARRIS & CARPENTER SURVEY, A-28, HARRIS COUNTY, TEXAS.

Being a 32.772-acre (1,427,554-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 32.772-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99980582. All distances shown hereon are surface distances.)

COMMENCING (X=3,285,899.13; Y=13,845,123.86) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-38-1808, same point being the common corner of Houston Lighting & Power Company (H.L.&P) Easement Tracts "A" and "D" as found recorded under Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and H.L.&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with a southerly line of said 69.57-acre tract, with a southwesterly line of said H.L.&P Tract "A", with a northeasterly line of said H.L.&P Tract "C" and with the northeasterly line of said 1.279-acre tract, a distance of 341.85 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described and marking the **POINT OF BEGINNING** (X=3,285,662.38; Y=13,845,378.35);

THENCE South 13° 00' 39" East, with the westerly line of said 1.279-acre tract and with an easterly line of said tract herein described, a distance of 637.40 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said 1.279-acre tract, being an angle point in a westerly line of said 69.57-acre tract and for an easterly corner of said tract herein described;

THENCE South 77° 00' 12" West, with a south line of said 69.57-acre tract and with a south line of said tract herein described, a distance of 216.74 feet to a 5/8-inch iron rod found for an interior corner of said 69.57-acre tract and for an interior corner of said tract herein described;

THENCE South 45° 36' 42" East, with a southerly line of said 69.57-acre tract and with a southerly line of said tract herein described, a distance of 724.23 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the north corner of a called 1.118-acre tract of land called "Tract B" in the aforementioned deed recorded under H.C.C.F. No. T135306 by Film Code (F.C.) No. 519-75-1572, same being the north corner of a called 0.08331-acre tract of land called "Tract B," being a save and except tract in the aforementioned H.C.C.F. No. T135306, being located in a south line of said 69.57-acre tract, same being the northerly corner of a called 0.8331-acre tract of land conveyed to Equistar Chemicals, LP by aforementioned deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas and for a southeast corner of said tract herein described.

THENCE South 08° 55' 04" East, with the westerly line of said 0.8531 acre tract and with an easterly line of said herein described tract, a distance of 253.04 feet to a point on the arc of a non-tangent curve to the left, being a submerged corner in the north line of a called 19.54-acre tract of land conveyed to Harris County Houston Ship Channel Navigation District by deeds recorded under Volume 6097, Page 168 of the H.C.D.R. and H.C.C.F. No. C174311, by F.C. No. 039-29-1021, all of the O.P.R.R.P.H.C., Texas, same being the southwest corner of said 0.8531 acre tract and the southernmost southeast corner of said tract herein described;

THENCE in a northwesterly direction, with the north line of said 19.54-acre tract, with the south line of said tract herein described and with the arc of said non-tangent curve to the left having a radius of 2,021.36 feet, a central angle of 03° 54' 37", an arc length of 138.29 feet, with a chord bearing of North 73° 27' 02" West, a chord distance of 138.26 feet to a point of reverse curvature, being a submerged point in the south line of said tract herein described;

THENCE in a northwesterly direction, with the north line of said 19.54-acre tract, with the south line of said tract herein described and with the arc of said reverse curve to the right having a radius of 1,796.36 feet, a central angle of 07° 29' 46", an arc length of 235.02 feet, with a chord bearing of North 73° 39' 37" West, a chord distance of 234.85 feet to the point of tangency, being a submerged point in the south line of said tract herein described;

THENCE North 69° 54' 46" West, with the north line of said 19.54-acre tract and with the south line of said tract herein described, a distance of 1,310.60 feet to a submerged point located in the north line of said 19.54-acre tract, for the southeast corner of a called 20.250-acre tract of land conveyed to Coast Energy Group, LLC by deed recorded under H.C.C.F. No. 20110106560, by F.C. No. 076-49-1789 of the O.P.R.R.P.H.C., Texas and for the southwest corner of said tract herein described;

THENCE North 23° 43' 29" East, with the east line of said 20.250-acre tract and with the west line of said tract herein described, at a distance of 874.21 feet pass a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for a southwesterly corner of a called 7.910-acre leasehold granted to Targa Terminals, LLC as set forth in Memorandum of Lease as recorded under H.C.C.F. No. 20120016279, by F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas and continuing a total distance of 1,514.98 feet to the northeast corner of said 20.250-acre tract and for the northwest corner of said tract herein described, from which a 1/2-inch iron rod was found bearing north 66° 07' 40" east, a distance of 1.30 feet;

THENCE South 43° 51' 16" East, with a southwesterly line of said 69.57-acre tract and with a northeasterly line of said tract herein described, a distance of 709.33 feet to the POINT OF BEGINNING and containing 32.772-acres (1,427,554 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

WEISSER ENGINEERING COMPANY
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
THPE Reg. No. 1-68
Job No.: CU049 (2070-049)
Date: 05/09/2014



**EXHIBIT B
PIPELINE LOCATION**

**TRACT 1
20' WIDE PIPELINE EASEMENT**

**DESCRIPTION OF A 0.1574-ACRE (6,856 SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a 0.1574-acre (6,856-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1574-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,156.79; Y=13,843,431.32) at a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the southeast corner of a called 7.980-acre lease site conveyed to TARGA TERMINALS, LLC as recorded under H.C.C.F. No. 20120016279, F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas;

THENCE South 15° 18' 01" East, over and across said 33.684-acre tract, a distance of 317.80 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract and with the southeast line of said tract herein described, a distance of 49.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said tract herein described;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract, with the west line of said tract herein described, a distance of 367.88 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described, located in the south line of said 7.980-acre tract;

THENCE North 88° 13' 23" East, with the south line of said 7.980-acre tract, over and across said 33.684-acre tract and with the north line of said tract herein described, a distance of 20.57 feet to the **POINT OF BEGINNING** and containing 0.1574-acres (6,856 square feet) of land.

**TRACT 2
20' WIDE TEMPORARY WORKSPACE**

**DESCRIPTION OF A 0.1804-ACRE (7,858SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a 0.1804-acre (7,858-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1804-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,156.79; Y=13,843,431.32) at a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the southeast corner of a called 7.980-acre lease site conveyed to TARGA TERMINALS, LLC as recorded under H.C.C.F. No. 20120016279, F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas;

THENCE South 88° 13' 23" West, with the south line of said 7.980-acre tract and over and across said 33.684-acre tract, a distance of 20.57 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING (X=3,205,136.23 ; Y=13,843,430.68)** and the northeast corner of said tract herein described;

THENCE South 15° 18' 01" East, over and across said 33.684-acre tract, a distance of 367.88 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract and with the southeast line of said tract herein described, a distance of 49.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said tract herein described;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract, with the west line of said tract herein described, a distance of 417.97 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described, located in the south line of said 7.980-acre tract;

THENCE North 88° 13' 23" East, with the south line of said 7.980-acre tract, over and across said 33.684-acre tract and with the north line of said tract herein described, a distance of 20.57 feet to the **POINT OF BEGINNING** and containing 0.1804-acre (7,858 square feet) of land.

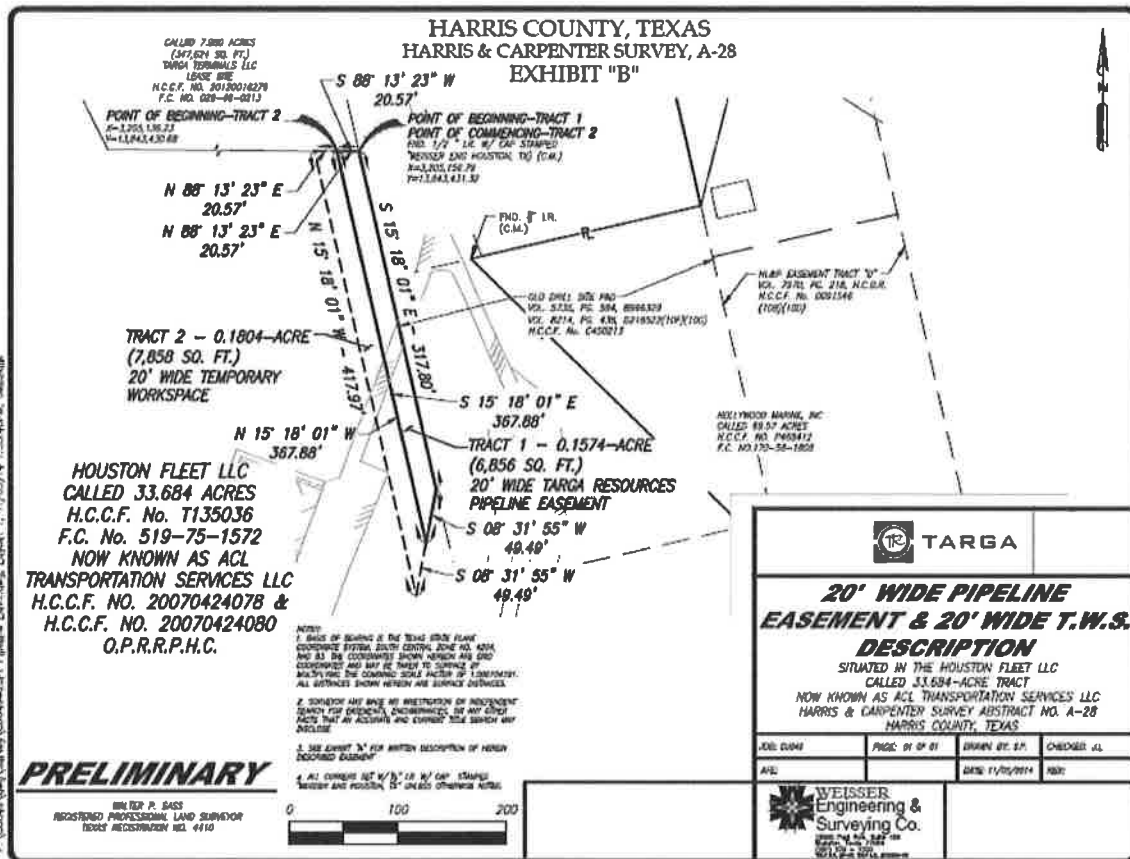


EXHIBIT C
MEMORANDUM OF EASEMENT

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

MEMORANDUM OF PIPELINE AND UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF HARRIS

§

Date:

Landlord/Grantor:

ACL Transportation Services LLC

Landlord's Address:

1701 East Market Street, Jeffersonville IN 47130-4717

Tenant/Grantee:

TARGA TERMINALS LLC

Tenant's Address:

1000 Louisiana, Suite 4300, Houston, Texas 77002

Date of Agreement:

_____, 2014

Easement Grant:

Under the terms of that certain Commercial Lease dated January 1, 2012 between Landlord and Tenant (as amended, the "Lease"), Landlord, as Grantor, has granted a nonexclusive twenty (20) foot wide underground pipeline and utility easement granted by Landlord to Tenant for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing: (a) multiple pipelines for the transportation of petroleum, petroleum products, ethanol, biofuels and various other liquids and related equipment and infrastructure; and (b) electrical and other utility easements (the "Easement"), across the real property described in Exhibit A, attached hereto and made a part hereof.

Term of Easement:

The term of the Easement will be co-terminus with the Lease, currently scheduled to expire by its terms on December 31, 2042, unless such Lease is earlier terminated by the terms therein provided. Upon the expiration or termination of the Lease, the Easement will automatically terminate without the need for any further action on the part of Landlord or Tenant.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single document.

IN WITNESS WHEREOF, Grantor has entered into and executed this Memorandum of Pipeline and Utility Easement as of the date first shown above.

GRANTOR:

ACL TRANSPORTATION SERVICES LLC,
a _____ limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on the ____ day of _____, 2014,
by _____, as _____ of ACL Transportation Services LLC, a _____
limited liability company on behalf of said company and in the capacity therein stated.

My Commission expires:

Notary Public, State of _____

Typed or Printed Name of Notary Public

IN WITNESS WHEREOF, Grantee has entered into and executed this Memorandum of Pipeline and Utility Easement as of the date first shown above.

GRANTOR:

TARGA TERMINALS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me on the __ day of _____, 2014,
by _____, as _____ of TARGA Terminals LLC, a Delaware limited liability
company on behalf of said company and in the capacity therein stated.

My Commission expires:

Notary Public, State of _____

Typed or Printed Name of Notary Public

**EXHIBIT A
TO MEMORANDUM OF PIPELINE EASEMENT
LEGAL DESCRIPTION**

**TRACT 1
20' WIDE PIPELINE EASEMENT**

**DESCRIPTION OF A 0.1574-ACRE (6,856 SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a 0.1574-acre (6,856-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1574-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,156.79; Y=13,843,431.32) at a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the southeast corner of a called 7.980-acre lease site conveyed to TARGA TERMINALS, LLC as recorded under H.C.C.F. No. 20120016279, F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas;

THENCE South 15° 18' 01" East, over and across said 33.684-acre tract, a distance of 317.80 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract and with the southeast line of said tract herein described, a distance of 49.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said tract herein described;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract, with the west line of said tract herein described, a distance of 367.88 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described, located in the south line of said 7.980-acre tract;

THENCE North 88° 13' 23" East, with the south line of said 7.980-acre tract, over and across said 33.684-acre tract and with the north line of said tract herein described, a distance of 20.57 feet to the **POINT OF BEGINNING** and containing 0.1574-acres (6,856 square feet) of land.

**TRACT 2
20' WIDE TEMPORARY WORKSPACE**

**DESCRIPTION OF A 0.1804-ACRE (7,858SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a 0.1804-acre (7,858-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1804-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,156.79; Y=13,843,431.32) at a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the southeast corner of a called 7.980-acre lease site conveyed to TARGA TERMINALS, LLC as recorded under H.C.C.F. No. 20120016279, F.C. No. 029-46-0213 of the O.P.R.R.P.H.C., Texas;

THENCE South 88° 13' 23" West, with the south line of said 7.980-acre tract and over and across said 33.684-acre tract, a distance of 20.57 feet to a 1/2-inch iron rod with cap set for the **POINT OF BEGINNING (X=3,205,136.23 ; Y=13,843,430.68)** and the northeast corner of said tract herein described;

THENCE South 15° 18' 01" East, over and across said 33.684-acre tract, a distance of 367.88 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract and with the southeast line of said tract herein described, a distance of 49.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the south corner of said tract herein described;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract, with the west line of said tract herein described, a distance of 417.97 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northwest corner of said tract herein described, located in the south line of said 7.980-acre tract;

THENCE North 88° 13' 23" East, with the south line of said 7.980-acre tract, over and across said 33.684-acre tract and with the north line of said tract herein described, a distance of 20.57 feet to the **POINT OF BEGINNING** and containing 0.1804-acre (7,858 square feet) of land.

Age Group	No (%)	Yes (%)	Don't know (%)	Refuse to answer (%)
0-10	100	0	0	0
11-20	100	0	0	0
21-30	100	0	0	0
31-40	100	0	0	0
41-50	100	0	0	0
51-60	100	0	0	0
61-70	100	0	0	0
71+	100	0	0	0

S 08° 31' 55" W
49.49'



WEISSER
Engineering &
Surveying Co.
10000 14th St. S.E.
Burien, WA 98148
(206) 835-1100
10000 14th St. S.E. Burien, WA

EXHIBIT D
REVISED LEGAL DESCRIPTION FOR ORIGINAL PREMISES

**DESCRIPTION OF AN 8.796-ACRE
(383,149 SQ. FT.) TRACT OF LAND
OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS**

Being a tract of land containing 8.796-acres (383,149 Sq. Ft.) out of the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 8.796-acre tract being part of a called 33.684-acre tract conveyed to Houston Fleet LLC by deed recorded under Harris County Clerk's File No. T135036, Film Code No. 519-75-1572, (now known as ACL Transportation Services, LLC by virtue of Certificates filed under H.C.C.F. No's. 20070424078 and 20070424080) of the Official Public Records of Real Property, Harris County, Texas and being more particularly described by metes and bounds as follows (basis of bearings being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191):

BEGINNING (X = 3,204,539.64, Y = 13,843,762.71) at a point located in the southwest line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc., as recorded under Harris County Clerk's File No. P468412, Film Code No. 170-58-1808 of the Official Public Records of Real Property, Harris County, Texas, for the northeast corner of a called 20.250-acre tract of land conveyed to Coast Energy Group, LLC as recorded under Harris County Clerk's File No. 20110106560, Film Code No. 076-49-1789 of the Official Public Records of Real Property, Harris County, Texas, for the northwest corner of said 33.684-acre tract and for the northwest corner of said tract herein described, from which a 1/2-inch iron rod was found bearing South 66° 07' 40" East, a distance of 1.30 feet;

THENCE South 43°51'16" East, with the southwest line of said Hollywood Marine 69.57-acre tract, the northeast line of said 33.684-acre tract and the northeast line of said tract herein described, a distance of 232.76 feet, to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the northeast corner of said tract herein described;

THENCE South 09°01'23" East, over and across said 33.684-acre tract with an east line of said tract herein described, a distance of 629.52 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for an angle point of said tract herein described;

THENCE South 15°18'43" East, over and across said 33.684-acre tract with a northeast line of said tract herein described, a distance of 226.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the southeast corner of said tract herein described;

THENCE South 88°13'23" West, over and across said 33.684-acre tract with the south line of said tract herein described, a distance of 473.08 feet to a submerged point for the southwest corner of said tract herein described;

THENCE North 18°31'51" West, over and across said 33.684-acre tract with a southwest line of said tract herein described, a distance of 333.50 feet to a submerged corner and an angle point of said tract herein described;

THENCE North 52° 05' 25" West, over and across said 33.684-acre tract and with a southwest line of said tract herein described, a distance of 48.64 feet to a submerged point for corner,

located in the northwest line of said 33.684-acre tract and the southeast line of said 20.250-acre tract, being an angle point of said herein described tract;

THENCE North 23°43'29" East, with the southeast line of said 20.250-acre tract, the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described, a distance of 739.16 feet to the POINT OF BEGINNING and containing 8.796 acres (383,149 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled By:

WEISSER ENGINEERING COMPANY

19500 Park Row, Suite 100

Houston, Texas 77084

TBPLS Reg. No. 100518-00

TBPE Reg. No.: F-68

Job No.: CU049 (2076-049)

Date: 10/14/2014

Ref. Job No.: CU019 (2076-019)

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**") is entered into between ACBL TRANSPORTATION SERVICES LLC f/k/a ACL Transportation Services LLC ("**Landlord**"), and TARGA TERMINALS LLC, a Delaware limited liability company ("**Tenant**"), this 3rd day of December, 2015 ("**Effective Date**").

RECITALS

A. Landlord and Tenant have entered into a Lease Agreement (as subsequently amended, the "**Lease**") dated January 1, 2012 covering approximately 8 acres of land located in Channelview, Texas ("**Original Premises**" and as subsequently expanded, "**Premises**").

B. Landlord and Tenant have entered into a First Amendment to Lease Agreement dated July 8, 2014 pursuant to which the Premises was expanded to include certain additional tracts of land and certain roadway easements ("**First Expansion Premises**").

C. Landlord and Tenant have entered into a Second Amendment to Lease Agreement dated November 28, 2014 pursuant to which the Premises was expanded to include 37,595 square feet of additional land and certain pipeline and utility easements were granted ("**Second Expansion Premises**").

D. Landlord and Tenant desire to modify the Lease as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend certain terms and conditions of the Lease as hereinafter provided.

1. **Definitions.** All capitalized terms not otherwise defined herein have the meanings given to them in the Lease.

2. **Pipeline and Utility Easements.** Section 2 of the Second Amendment is hereby deleted and replaced in its entirety with the following::

"(a) Landlord shall grant to CenterPoint Energy Houston Electric, LLC a nonexclusive twenty (20) foot wide easement for electrical and other utility lines and poles across the real property described in Exhibit A attached hereto ("**CenterPoint Easement**") to service the Premises; which easement is subject to the negotiation of mutually agreeable easement between Landlord and CenterPoint Energy Houston Electric, LLC;

(b) Landlord hereby grants to Tenant the following nonexclusive easements (collectively, the "**New Easements**"): (a) twenty-five (25) foot wide easement ("**Pipeline Easement**") as more particularly described in Exhibit B attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing multiple above and/or below ground pipelines for the transportation of petroleum, petroleum products, natural gas, natural gas liquids, ethanol, biofuels, various other liquids, vapor and water (including, without limitation, fire water and waste water) and related equipment and infrastructure, including but not limited to electrical, instrumentation, data and communication lines and cables, and above ground pipe racks and cable trays and structural supports therefore (collectively "**Appurtenances**"), together with certain temporary work space being twenty (20) feet on either side of the Pipeline Easement as shown on Exhibit B; and (b) a twenty (20) foot wide easement ("**Waterline Easement**") as more particularly described in Exhibit C attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing (i) a

single below ground water pipeline with an outfall structure for erosion control above the waterline for waste water discharge, and (ii) a culvert, pipeline, or other drainage structure to connect the storm water retention basin on the Premises to the channel together with certain temporary work space being twenty (20) feet on either side of the Waterline Easement as shown on Exhibit C. With respect to the Pipeline Easement, Tenant shall have the right from time to time to enter upon the Pipeline Easement to construct and install additional pipelines above or below ground within the Pipeline Easement together with any Appurtenances thereto without any additional consideration for the additional pipelines and Appurtenances.

From the Effective Date hereof, the term “**Premises**” under the Lease shall include the Original Premises, the First Expansion Premises, the Second Expansion Premises and the New Easements.”

3. **Insurance and Indemnification; Removal of Pipelines upon Termination.** Sections 3 and 4 of the Second Amendment shall apply to the New Easements.

4. **Use of Premises.** The Use of the Premises as set forth under the Terms Section of the Lease shall be amended to allow the use of the Premises to include, in addition to the uses set forth in Terms Section of the Lease, the installation, use, operation, maintenance, repair, replacement, and removal of a condensate splitter unit, a flare and utility lines as well as pipelines, pipe racks, and related equipment and infrastructure (“**New Improvements**”). Tenant is responsible for all costs and expenses in connection with the New Improvements.

5. **2.515 Acre Tract.** Effective as of July 8, 2014, all references to the 2.768 Acre Tract (as defined and described Recital B and Exhibit A of the First Amendment) in the Lease are amended to refer to a “**2.515 Acre Tract**”. The legal description of for the 2.515 Acre Tract set forth in Exhibit D attached hereto shall be substituted for the legal description of the 2.768 Acre Tract as set forth in Exhibit A of the First Amendment. The Premises and the First Expansion Premises shall include the 2.515 Acre Tract in lieu of the 2.768 Acre Tract. As a result, the square footage of the Premises has been reduced by 11,035 square feet.

6. **Base Rent.** For the period between July 8, 2014 and November 27, 2014, Base Rent shall be reduced to \$27,442.16 per month. Commencing effective as of November 28, 2014, Base Rent shall be reduced to \$29,301.41 per month (reflecting an annual rate of \$.593451 per square foot of acreage and the reduction in square footage of 11,035) and shall be subject to annual adjustments as provided for under the Lease. Any overpayments of Base Rent for the period between July 8, 2014 and the date of the next Base Rent payment date after the Effective Date of this Third Amendment (as a result of the reduction in square footage of the Premises) shall be credited to subsequent months’ Base Rent until offset in full.

7. **Brokers.** Each party represents and warrants to the other that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Third Amendment. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses (including attorneys’ fees and court costs), loss and liability caused by the claims of any other entity or individual who asserts the right to a commission or other compensation based upon dealings with said party in connection with this Third Amendment. The provisions of this Section shall survive the expiration of the Lease.

8. **Full Force and Effect.** Except as modified by this Third Amendment, all terms and conditions of the Lease shall remain in full force and effect, and Landlord and Tenant shall be bound thereby. Landlord and Tenant represent and declare that no default exists by Landlord or Tenant under the Lease as of the effective date of this Third Amendment. The original Lease and this Third Amendment shall be construed as one instrument.

9. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Third Amendment and to perform its obligations under the Lease; and the Lease contains the valid, binding and enforceable obligations of each such party.

10. **Binding Effect.** This Third Amendment shall be binding upon the parties hereto and their respective successors and assigns.

11. **SNDA.** Within sixty (60) days from the Effective Date of this Third Amendment, Landlord shall use its commercially reasonable efforts to provide Tenant with a Subordination, Nondisturbance and Attornment Agreement ("SNDA") or an amendment to any existing SNDA covering this Lease, in form and substance reasonably acceptable to Tenant, consenting to the Lease, as amended, and the improvements to be constructed on the Premises from the holder of any mortgage securing a credit facility (as opposed to publically held notes or bonds facility) against the Premises. If for any reason the Landlord is unable to deliver the SNDAs (or an amendment to any existing SNDA) within such sixty (60) day period, Tenant may either extend the deadline for such delivery, waive the requirement or terminate this Amendment at any time prior to the delivery of all required SNDAs (or any amendment thereto).


12. **Amended and Restated Memorandum of Lease And Easements.** The parties shall execute and Tenant shall file the Amended and Restated Memorandum of Lease and Easements attached hereto as Exhibit E.

[Signature Page Follows]

IN WITNESS THEREOF, the parties hereto have executed this Third Amendment as of the day and year above written.

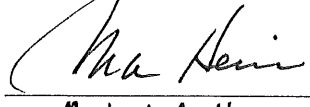
LANDLORD:


ACBL TRANSPORTATION SERVICES
LLC

By: 
Name: JEFFREY S. KINDL
Title: V-P, Gulf Operations

TENANT:

TARGA TERMINALS LLC, a Delaware
limited liability company

By: 
Name: Michael A. Heim
Title: President and Chief Operating Officer

 TSM

Attachment: Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

EXHIBIT A

LEGAL DESCRIPTION OF CENTERPOINT EASEMENT

**CENTERLINE DESCRIPTION OF A 20' WIDE
0.1431-ACRE (6,234 SQ. FT.) STRIP
OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

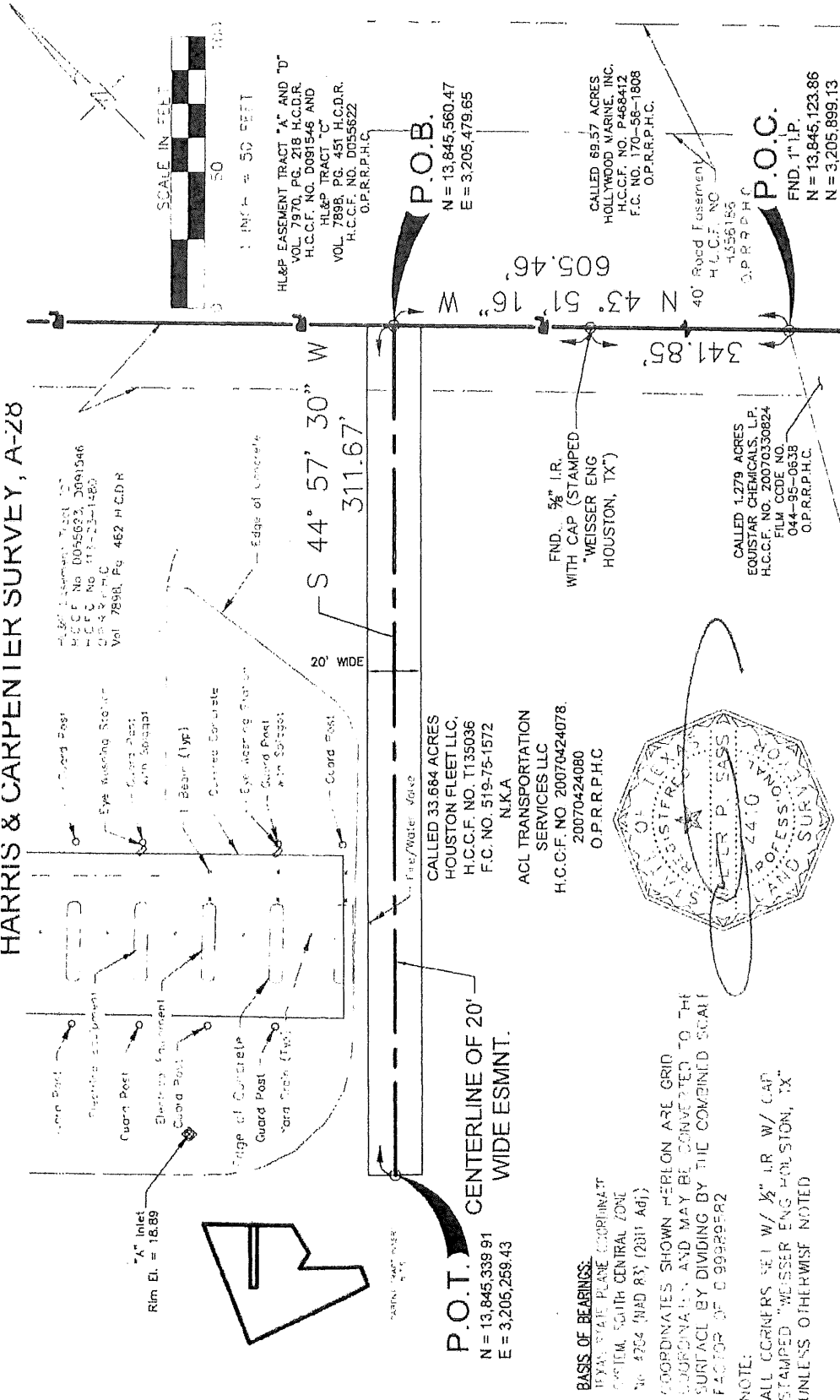
Being a centerline description of a 0.1431 -acre (6,234 sq. ft.) strip of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 0.1431-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC, by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,845,123.86 E=3,205,899.13;) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc., as recorded under H.C.C.F. No. P468412, F.C. No. 170-58-1808, same point being the common corner of Houston Lighting & Power Company (HL&P) Easement Tracts "A" and "D", as recorded in Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and HL&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with the northeast line of said 33.684-acre tract and with the northwest line of said 1.279-acre tract, at a distance of 341.85 feet pass a 5/8-inch iron with cap stamped "WEISSER ENG HOUSTON, TX" found on the northeast line of said 33.684-acre tract and continuing for a total distance of 605.46 feet to the **POINT OF BEGINNING** having a State Plane Coordinate of **(N=13,845,560.47 E=3,205,479.65;)**

THENCE South 44° 57' 30" West, over and across said 33.684-acre tract and with the centerline of said 20-foot wide strip, a distance of 311.67 feet to the **POINT OF TERMINATION (N=13,845,339.91 E=3,205,259.43)** of said centerline herein described, said centerline having a total length of 311.67 feet, or 18.9 rods;

HARRIS & CARPENTIER SURVEY, A-28



CENTERLINE OF A 20 FT. WIDE EASEMENT



 WEISSER Engineering Co. 19500 Park Row, Suite 100 Houston, Texas 77064 (281) 579-7300 18181 Harris Avenue, Suite 100		 TARGA		© Copyright 2015 Weisser Engineering Company, Inc. REVISED: 09/28/15	
DRAWN BY:	W.H.	CALC'D BY:	A.L.	SCALE:	1" = 50'
F.B. NO.	3145	CHECKED BY:	J.J. / J.C.M.	SHEET	01 OF 01
CREW CHIEF:	C.W.	DATE	06/17/2015	JOB No.	CU063

EXHIBIT B
LEGAL DESCRIPTION OF PIPELINE EASEMENT

CENTERLINE DESCRIPTION OF A 25' WIDE PIPELINE EASEMENT

**CENTERLINE DESCRIPTION OF A 0.1486-ACRE (4,866 SQ. FT.)
25' WIDE STRIP OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a centerline description of a 0.1486-acre (6,475-square foot) strip of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1486-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by dividing the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63; E=3,205,594.63) at a 5/8-inch iron rod found for the interior corner of said 33.684-acre tract;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract, a distance of 40.44 feet to the **POINT OF BEGINNING** (N=13,844,660.64; E=3,205,588.63) of herein described centerline;

THENCE North 67° 14' 50" West, over and across said 33.684-acre tract, a distance of 64.39 feet to an angle point of said herein described centerline;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract and with the herein described centerline, a distance of 194.63 feet to the **POINT OF TERMINATION** (N=13,844,873.28; E=3,205,477.89), having a total length of 259.02 feet (15.7 rods).

HARRIS & CARPENTER SURVEY, A-28

8.796-ACRE
LEASE
(383.149 SQ. FT.)

P.O.T.
N = 13,844,873.28
E = 3,205,477.89

CALLED 2.56 ACRE NEW
DESIGNATED DRILL SITE
H.C.C.F. NO. 2070424078
P.C. NO. 073-64-1343



0.1486 ACRE
(6,475 SQ. FT.)

25' WIDE PERMANENT EASEMENT AREA:
6,475 SQ. FT.

T.W.S. AREA TOTAL:
10,359 SQ. FT.

2.017-ACRE
(87,861 SQ. FT.)
LEASE SITE

2.017-ACRE
(87,861 SQ. FT.)
LEASE SITE

NOTE:
THE COORDINATES AND DISTANCES SHOWN
HEREON ARE GRID COORDINATES AND
MAY BE BROUGHT TO SURFACE BY
DIVIDING BY THE COMBINED SCALE
FACTOR OF 0.99989552. ALL DISTANCES
ARE SURFACE.

CENTERLINE OF A 25' WIDE PIPELINE EASEMENT EXHIBIT "B"

PARENT TRACT INSERT
N.T.S.

25' WIDE PERMANENT
EASEMENT
CALLED 33.684-ACRES
HOUSTON FLEET, LLC.
H.C.C.F. NO. T135036
N.K.A. ACL TRANSPORTATION
SERVICES, LLC.
H.C.C.F. NO. 20070424078
O.P.R.R.P.H.C.

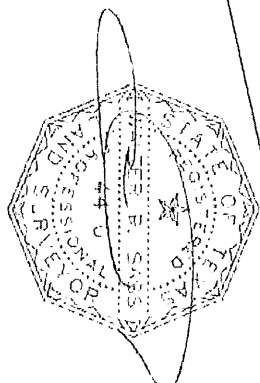
CALL TO 2.05 ACRE NEW
DESIGNATED DRILL SITE
H.C.C.F. NO. 2070424078
P.C. NO. 073-64-1343

P.O.C.
FND. 5/8" I.R.
N = 13,844,700.63
E = 3,205,594.63

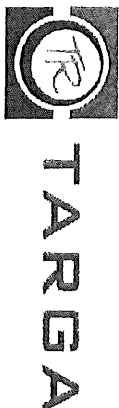
S 08° 31' 55" W
40.44'
P.O.B.
N = 13,844,660.64
E = 3,205,588.63

2.515-ACRE
(93,698 SQ. FT.)

N 67° 14' 50" W
64.39'



WEISSER
Engineering Co.
19500 Port Row, Suite 100
Houston, Texas 77084
(281) 573-7100
www.weisser-engineering.com



© Copyright 2015 Weisser Engineering Company, Inc.				
DRAWN BY:	W.L.	CALCD BY:	J.L.	SCALE: 1" = 50'
FB NO:		CHECKED BY:	J.L./C.M.	SHEET 01 OF 01
DRAWN CHIEF:		DATE:	07/27/2015	JOB NO: CU063

REVISED	11/20/15
REVISED	11/24/15
REVISED	10/28/15

EXHIBIT C
LEGAL DESCRIPTION OF WATERLINE EASEMENT
CENTERLINE DESCRIPTION OF A 0.1054-ACRE (4,591 SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.

Being a centerline description of a 0.1054-acre (4,591-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1054-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC, by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas, and being more particularly described as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63 E=3,205,594.63;) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same being a southwest corner of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, F.C. No. 170-58-1808 of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a northeast line of said 33.684-acre tract and with a southwest line of said 69.57-acre tract, a distance of 438.45 feet to an angle point;

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, a distance of 138.60 feet to the **POINT OF BEGINNING** of said centerline herein described, located at (N=13,844,261.10; E=3,205,868.36);

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, and with the centerline of said herein described strip, a distance of 229.60 feet to the **POINT OF TERMINATION** (N=13,844,041.07; E=3,205,802.79) of said herein described centerline, said centerline having a total length of 229.60 feet (13.9 Rods).

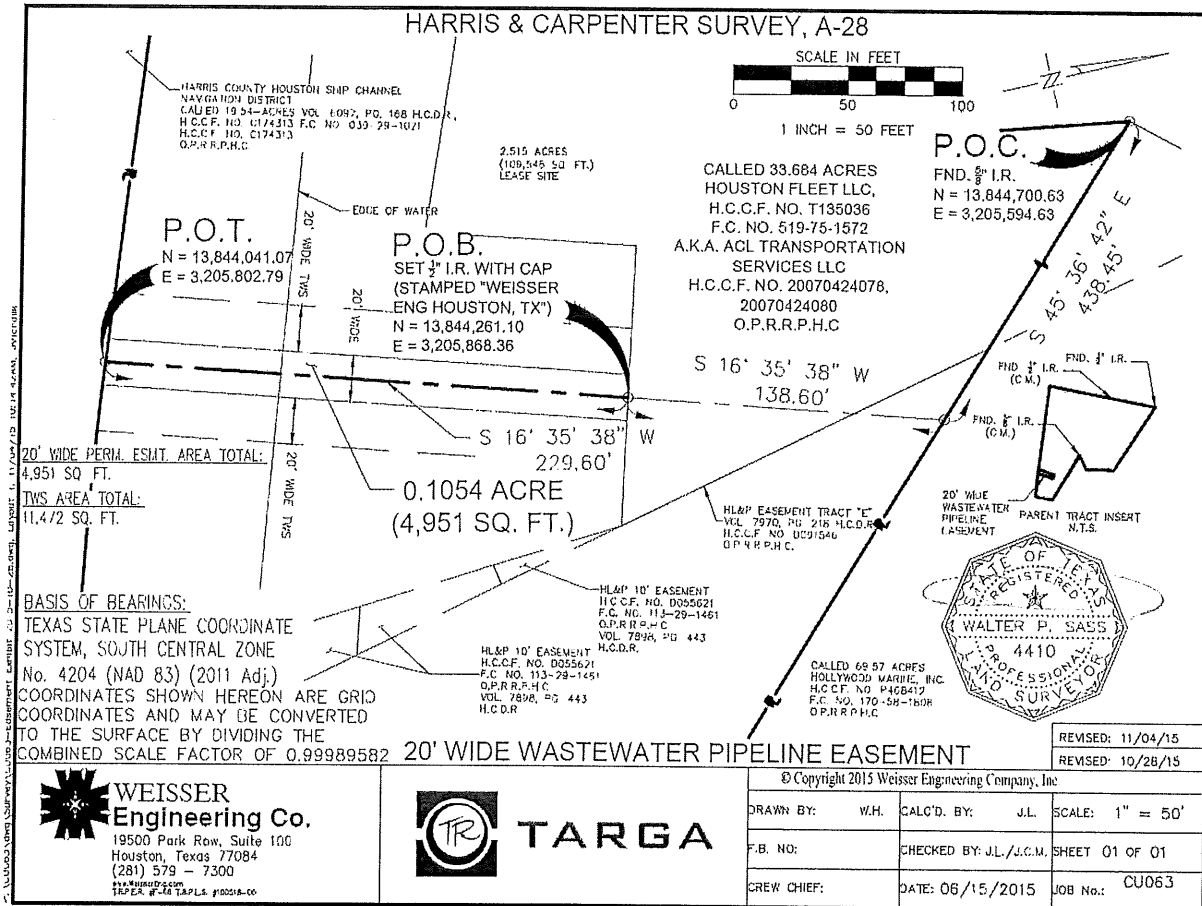


EXHIBIT D
REVISED LEGAL DESCRIPTION
2.515 ACRE TRACT

DESCRIPTION OF A 2.515-ACRE (109,546 SQ. FT.)
TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS

Being a description of a 2.515 -acre (109,546 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.515-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACBL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,594.62; Y=13,844,700.63) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same point being found situated in a southwesterly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a southeast line of said 33.684-acre tract, with the northeast line of said tract herein described and with the a southwest line of said 69.57-acre tract a distance of 402.28 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described, located in the east line of an unrecorded 175 foot wide Houston Lighting and Power Company (H.L.&P.) unrecorded easement;

THENCE South 13 deg. 00 min. 39 sec. East, with the west line of said 175 foot wide H. L. & P company easement, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 177.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, being the north corner of a called H.L. &P. aerial easement as recorded under H.C.C.F. No. D055621, under F.C. No. 113-29-1461 of the O.P.R.R.P.H.C., Texas;

THENCE North 74 deg. 37 min. 28 sec. West, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 121.41 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior corner of said tract herein described;

THENCE South 16° 14' 12" West, over and across said 33.684-acre tract and with a southeast line of said tract herein described, a distance of 92.65 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE North 68° 40' 59" West, over and across said 33.684-acre tract and with the south line of said tract herein described, a distance of 264.81 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described;

EXHIBIT E

AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

Date: _____

Landlord/Grantor: ACBL TRANSPORTATION SERVICES LLC

Landlord's Address: 1701 East Market Street, Jeffersonville IN 47130-4717

Tenant/Grantee: TARGA TERMINALS LLC

Tenant's Address: 1000 Louisiana, Suite 4300, Houston, Texas 77002

Date of Agreement: _____, 2015

Lease: Commercial Lease dated January 1, 2012 between Landlord and Tenant (as amended, the "Lease"), as amended by that certain First Amendment to Lease Agreement dated July 8, 2014, that certain Second Amendment to Lease Agreement dated November 28, 2014 and that certain Third Amendment to Lease Agreement dated ___, 2015 (collectively, the "Amendments").

Term: 30 years plus 2 renewal terms of 30 years each

Premises (as amended): See Exhibit A attached hereto.

Easement Grant (as amended): Landlord, as Grantor, has granted the following nonexclusive above and/or below ground easements to Tenant under the Lease: (a) twenty-five (25) foot wide easement ("**Pipeline Easement**") as more particularly described in Exhibit B attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing multiple above and/or below ground pipelines for the transportation of petroleum, petroleum products, natural gas, natural gas liquids, ethanol, biofuels, various other liquids, vapor and water (including, without limitation, fire water and waste water) and related equipment and infrastructure, including but not limited to electrical, instrumentation, data and communication lines and cables, and above ground pipe racks and cable trays and

structural supports therefore (collectively, “**Appurtenances**”), together with certain temporary work space being twenty (20) feet on either side of the Pipeline Easement as shown in Exhibit B; (b) a twenty (20) foot wide easement (“**Waterline Easement**”) as more particularly described in Exhibit C attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing (i) a single below ground water pipeline with an outfall structure for erosion control above the waterline for waste water discharge, and (ii) a culvert, pipeline, or other drainage structure to connect the storm water retention basin on the Premises to the channel together with certain temporary work space being twenty (20) feet on either side of the Waterline Easement as shown on Exhibit C; and (c) the right to use the roadways on Landlord’s adjacent land (together with the Leased Premises, the “**Master Tract**”) and the right to use any roadway easements across other lands benefitting the Master Tract.

With respect to the Pipeline Easement, Tenant shall have the right from time to time to enter upon the Pipeline Easement to construct and install additional pipelines above or below ground within the Pipeline Easement together with any Appurtenances thereto without any additional consideration for the additional pipelines and Appurtenances.

(The description of the Leased Premises and Easement Grant show the full Leased Premises and Easement Grant under the Lease as amended by the Amendments.)

Term of Easements:	Upon the expiration or termination of the Lease, the Easements will automatically terminate without the need for any further action on the part of Landlord or Tenant.
Right of First Refusal:	The Lease grants to Tenant a right of first refusal to purchase the Premises under certain circumstances if Landlord elects to sell the Premises or any portion thereof to a third party purchaser.
Additional Provisions:	The Lease is incorporated by reference and is binding on Landlord and Tenant. If a conflict exists between any term of this Memorandum of Lease and the Lease, the Lease controls.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single document.

IN WITNESS WHEREOF, Grantor and Grantee have entered into and executed this Amended and Restated Memorandum of Lease and Easements as of the date first shown above which supersedes any prior Memorandums of Lease and Easements (or similar instruments) filed of record in connection with the Lease.

GRANTOR:

ACBL TRANSPORTATION SERVICES LLC,
a limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2015,
by _____, as _____ of ACBL Transportation Services LLC, a _____
limited liability company on behalf of said company and in the capacity therein stated.

My Commission expires:

Notary Public, State of _____

Typed or Printed Name of Notary Public

GRANTEE:

TARGA TERMINALS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

The foregoing instrument was acknowledged before me on the __ day of _____, 2015,
by _____, as _____ of TARGA Terminals LLC, a Delaware limited liability
company on behalf of said company and in the capacity therein stated.

My Commission expires:

Notary Public, State of _____

Typed or Printed Name of Notary Public

EXHIBIT A
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF LEASED PREMISES

TRACT 1:

**DESCRIPTION OF AN 8.796-ACRE
(383,149 SQ. FT.) TRACT OF LAND
OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS**

Being a tract of land containing 8.796-acres (383,149 Sq. Ft.) out of the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 8.796-acre tract being part of a called 33.684-acre tract conveyed to Houston Fleet LLC by deed recorded under Harris County Clerk's File No. T135036, Film Code No. 519-75-1572, (now known as ACL Transportation Services, LLC by virtue of Certificates filed under H.C.C.F. No's. 20070424078 and 20070424080) of the Official Public Records of Real Property, Harris County, Texas and being more particularly described by metes and bounds as follows (basis of bearings being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191):

BEGINNING (X = 3,204,539.64, Y = 13,843,762.71) at a point located in the southwest line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc., as recorded under Harris County Clerk's File No. P468412, Film Code No. 170-58-1808 of the Official Public Records of Real Property, Harris County, Texas, for the northeast corner of a called 20.250-acre tract of land conveyed to Coast Energy Group, LLC as recorded under Harris County Clerk's File No. 20110106560, Film Code No. 076-49-1789 of the Official Public Records of Real Property, Harris County, Texas, for the northwest corner of said 33.684-acre tract and for the northwest corner of said tract herein described, from which a 1/2-inch iron rod was found bearing South 66° 07' 40" East, a distance of 1.30 feet;

THENCE South 43°51'16" East, with the southwest line of said Hollywood Marine 69.57-acre tract, the northeast line of said 33.684-acre tract and the northeast line of said tract herein described, a distance of 232.76 feet, to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the northeast corner of said tract herein described;

THENCE South 09°01'23" East, over and across said 33.684-acre tract with an east line of said tract herein described, a distance of 629.52 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for an angle point of said tract herein described;

THENCE South 15°18'43" East, over and across said 33.684-acre tract with a northeast line of said tract herein described, a distance of 226.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the southeast corner of said tract herein described;

THENCE South 88°13'23" West, over and across said 33.684-acre tract with the south line of said tract herein described, a distance of 473.08 feet to a submerged point for the southwest corner of said tract herein described;

THENCE North 18°31'51" West, over and across said 33.684-acre tract with a southwest line of said tract herein described, a distance of 333.50 feet to a submerged corner and an angle point of said tract herein described;

THENCE North 52° 05' 25" West, over and across said 33.684-acre tract and with a southwest line of said tract herein described, a distance of 48.64 feet to a submerged point for corner,

located in the northwest line of said 33.684-acre tract and the southeast line of said 20.250-acre tract, being an angle point of said herein described tract;

THENCE North 23°43'29" East, with the southeast line of said 20.250-acre tract, the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described, a distance of 739.16 feet to the POINT OF BEGINNING and containing 8.796 acres (383,149 square feet) of land.

TRACT II:

DESCRIPTION OF A 2.515-ACRE (109,546 SQ. FT.)

**TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.515 -acre (109,546 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.515-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACBL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,594.62; Y=13,844,700.63) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same point being found situated in a southwesterly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a southeast line of said 33.684-acre tract, with the northeast line of said tract herein described and with the a southwest line of said 69.57-acre tract a distance of 402.28 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described, located in the east line of an unrecorded 175 foot wide Houston Lighting and Power Company (H.L.&P.) unrecorded easement;

THENCE South 13 deg. 00 min. 39 sec. East, with the west line of said 175 foot wide H. L. & P company easement, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 177.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, being the north corner of a called H.L. &P. aerial easement as recorded under H.C.C.F. No. D055621, under F.C. No. 113-29-1461 of the O.P.R.R.P.H.C., Texas;

THENCE North 74 deg. 37 min. 28 sec. West, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 121.41 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior corner of said tract herein described;

THENCE South 16° 14' 12" West, over and across said 33.684-acre tract and with a southeast line of said tract herein described, a distance of 92.65 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE North 68° 40' 59" West, over and across said 33.684-acre tract and with the south line of said tract herein described, a distance of 264.81 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described;

THENCE North 08 deg. 31 min. 55 sec. East, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 419.48 feet to the **POINT OF BEGINNING** and containing 2.515-acres (109,546 sq. ft.) of land.

TRACT III:

**DESCRIPTION OF A 2.268-ACRE (98,788 SQ. FT.)
TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.268 -acre (98,788 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.268-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACBL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,899.13; Y=13,845,123.86) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, same point being the common corner of Houston Lighting & Power Company (HL&P) Easement Tracts "A" and "D" as found recorded under Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and HL&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with the northwest line of said 33.684-acre tract and with the northwest line of said 1.279-acre tract, at a distance of 341.85 feet pass a 5/8-inch iron with cap stamped "WEISSER ENG HOUSTON, TX" found on the northeast line of said 33.684-acre tract and continuing for a total distance of 493.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the **POINT OF BEGINNING** of said tract herein described having a State Plane Coordinate of **(X=3,205,557.37; Y=13,845,479.56)**

THENCE South 14° 35' 13" East, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 336.06 feet to a chain link fence corner post found for the southeast corner of said tract herein described;

THENCE South 64 deg. 26 min. 43 sec. West, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 153.20 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, located in the

north line of a called 2.06-acre Drill Site as recorded under H.C.C.F. No. 20100366366, under F.C. No. 073-64-1849 of the O.P.R.R.P.H.C., Texas;

THENCE South 77 deg. 00 min. 12 sec. West, over and across said 33.684-acre tract, with the north line of said 2.06-acre drill site and with the south line of said herein described tract a distance of 69.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described, being located in the east line of a called 7.930-acre leasehold conveyed to TARGA TERMINALS, LLC as set forth in Memorandum of Lease as recorded under H.C.C.F. No. 20120016279 of the O.P.R.R.P.H.C., Texas

THENCE North 15° 18' 43" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 20.24 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for an angle point in the east line of said 7.930-acre leasehold, same being an angle point of said tract herein described;

THENCE North 09° 01' 23" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 629.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the northeast corner of said 7.930-acre leasehold, being the north corner of said tract herein described;

THENCE South 43 deg. 51 min. 16 sec. East, with the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described a distance of 325.07 feet to the **POINT OF BEGINNING** and containing 2.268-acres (98,788 sq. ft.) of land.

Plus Easement Grant

EXHIBIT B
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF PIPELINE EASEMENT

CENTERLINE DESCRIPTION OF A 25' WIDE PIPELINE EASEMENT

**CENTERLINE DESCRIPTION OF A 0.1486-ACRE (4,866 SQ. FT.)
25' WIDE STRIP OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a centerline description of a 0.1486-acre (6,475-square foot) strip of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1486-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by dividing the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63; E=3,205,594.63) at a 5/8-inch iron rod found for the interior corner of said 33.684-acre tract;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract, a distance of 40.44 feet to the **POINT OF BEGINNING** (N=13,844,660.64; E=3,205,588.63) of herein described centerline;

THENCE North 67° 14' 50" West, over and across said 33.684-acre tract, a distance of 64.39 feet to an angle point of said herein described centerline;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract and with the herein described centerline, a distance of 194.63 feet to the **POINT OF TERMINATION** (N=13,844,873.28; E=3,205,477.89), having a total length of 259.02 feet (15.7 rods).

HARRIS & CARPENTER SURVEY, A-28

8.796-ACRE
LEASE
(383,149 SQ. FT.)

P.O.T.
N = 13,844,873.28
E = 3,205,477.89

CALLED 2.06 ACRE NEW
DESIGNATED DRILL SITE
P.L.C. NO. 207036366
P.C. NO. 073-64-1849



N

0.1486 ACRE
(6,475 SQ. FT.)

25' WIDE PERMANENT EASEMENT AREA:
6,475 SQ. FT.

T.W.S. AREA TOTAL:
10,359 SQ. FT.

2.017-ACRE
(87,881 SQ. FT.)
LEASE SITE

BASIS OF BEARINGS:
TEXAS STATE PLANE COORDINATE
SYSTEM, SOUTH CENTRAL ZONE
No. 4204 (NAD 83) (2011: 401)

NOTE:

THE COORDINATES AND DISTANCES SHOWN
HEREON ARE GRID COORDINATES AND
MAY BE BROUGHT TO SURFACE BY
DIVIDING BY THE COMBINED SCALE
FACTOR OF 0.99995827. ALL DISTANCES
ARE SURFACE.

CENTERLINE OF A 25' WIDE PIPELINE EASEMENT EXHIBIT "B"

PAPENT TRACT ASSESS-
MENTS

25' WIDE PERMANENT
EASEMENT
CALLED 33,684-ACRES
HOUSTON FLEET, LLC.
H.C.C.F. NO. T135036
N.K.A. ACL TRANSPORTATION
SERVICES, LLC.
H.C.C.F. NO. 20070424078
O.P.R.R.P.H.C.

CALLED 2.06 ACRE NEW
DESIGNATED DRILL SITE
H.C.C.F. NO. 207036366
P.C. NO. 073-64-1849

P.O.C.
FND. 5/6" I.R.
N = 13,844,700.63
E = 3,205,594.63

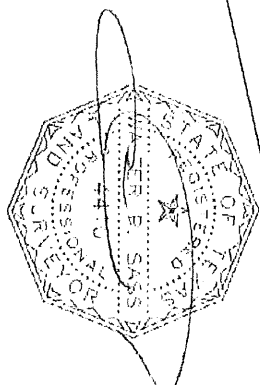
S 08° 31' 55" W
40.44'

P.O.B.

N = 13,844,660.64
E = 3,205,588.63

2.515-ACRE
(93,698 SQ. FT.)

N 67° 14' 50" W
64.39'



WEISSER
Engineering Co.

19500 Port Row, Suite 100
Houston, Texas 77084
(281) 579-7306
www.weisser-engineering.com



TARGA

© Copyright 2015 Weisser Engineering Company, Inc.				
DRAWN BY:	W.M.	CALCD BY:	J.L.	SCALE: 1" = 50'
CHECKED BY:	J.L.	CHECKED BY:	J.L.	SHEET 01 OF 01
DATE:	07/27/2015	DATE:	07/27/2015	CU063

EXHIBIT C
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF WATERLINE EASEMENT

**CENTERLINE DESCRIPTION OF A 0.1054-ACRE (4,591 SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

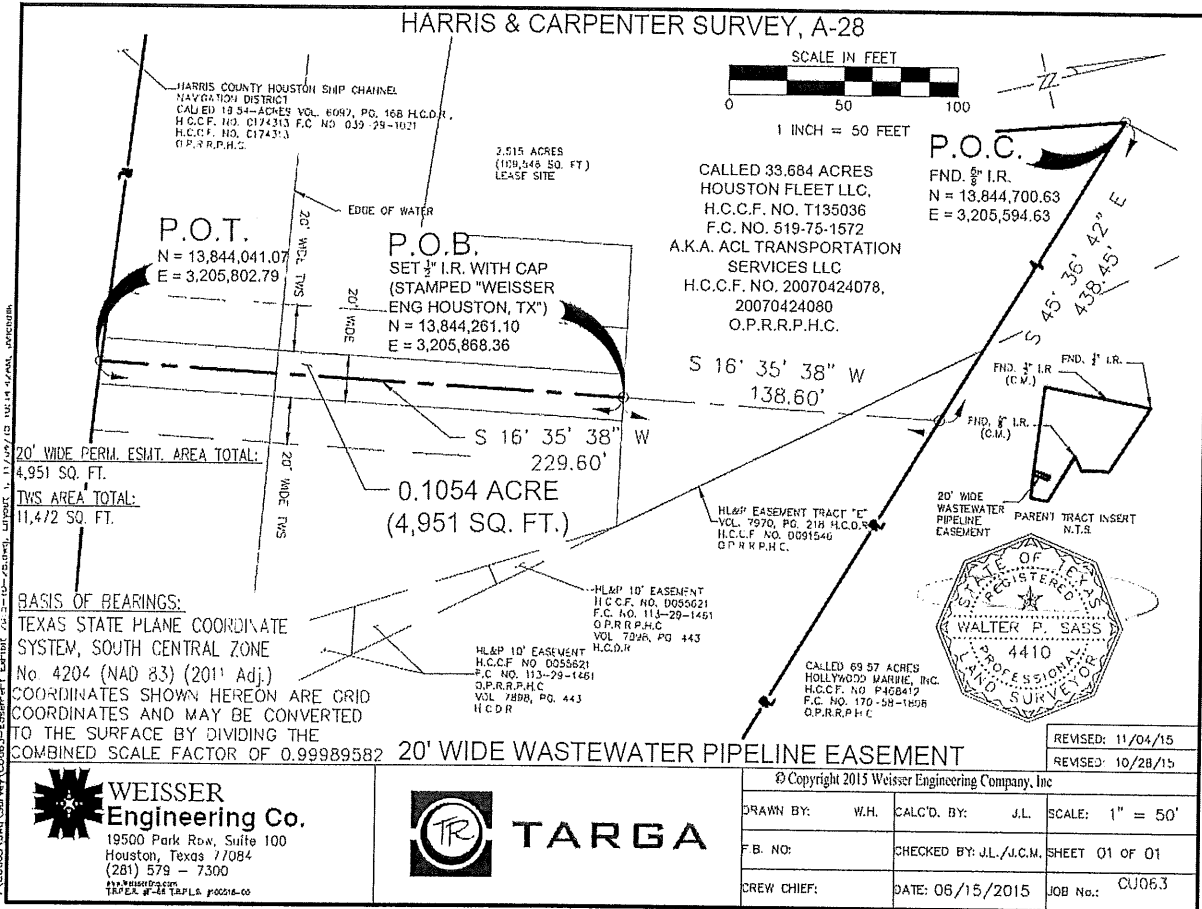
Being a centerline description of a 0.1054-acre (4,591-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1054-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC, by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas, and being more particularly described as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63 E=3,205,594.63;) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same being a southwest corner of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, F.C. No. 170-58-1808 of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a northeast line of said 33.684-acre tract and with a southwest line of said 69.57-acre tract, a distance of 438.45 feet to an angle point;

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, a distance of 138.60 feet to the **POINT OF BEGINNING** of said centerline herein described, located at (N=13,844,261.10; E=3,205,868.36);

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, and with the centerline of said herein described strip, a distance of 229.60 feet to the **POINT OF TERMINATION** (N=13,844,041.07; E=3,205,802.79) of said herein described centerline, said centerline having a total length of 229.60 feet (13.9 Rods).



AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§ **KNOW ALL MEN BY THESE PRESENTS:**
§

Date: December 3, 2015

Landlord/Grantor: ACBL TRANSPORTATION SERVICES LLC

Landlord's Address: 1701 East Market Street, Jeffersonville IN 47130-4717

Tenant/Grantee: TARGA TERMINALS LLC

Tenant's Address: 1000 Louisiana, Suite 4300, Houston, Texas 77002

Date of Agreement: December 3, 2015

Lease: Commercial Lease dated January 1, 2012 between Landlord and Tenant (as amended, the "Lease"), as amended by that certain First Amendment to Lease Agreement dated July 8, 2014, that certain Second Amendment to Lease Agreement dated November 28, 2014 and that certain Third Amendment to Lease Agreement dated December 3, 2015 (collectively, the "Amendments").

Term: 30 years plus 2 renewal terms of 30 years each

Premises (as amended): See Exhibit A attached hereto.

Easement Grant (as amended): Landlord, as Grantor, has granted the following nonexclusive above and/or below ground easements to Tenant under the Lease: (a) twenty-five (25) foot wide easement ("**Pipeline Easement**") as more particularly described in Exhibit B attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing multiple above and/or below ground pipelines for the transportation of petroleum, petroleum products, natural gas, natural gas liquids, ethanol, biofuels, various other liquids, vapor and water (including, without limitation, fire water and waste water) and related equipment and infrastructure, including but not limited to electrical, instrumentation, data and communication lines and cables, and above ground pipe racks and cable trays and

structural supports therefore (collectively, “**Appurtenances**”), together with certain temporary work space being twenty (20) feet on either side of the Pipeline Easement as shown in Exhibit B; (b) a twenty (20) foot wide easement (“**Waterline Easement**”) as more particularly described in Exhibit C attached hereto for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, and removing (i) a single below ground water pipeline with an outfall structure for erosion control above the waterline for waste water discharge, and (ii) a culvert, pipeline, or other drainage structure to connect the storm water retention basin on the Premises to the channel together with certain temporary work space being twenty (20) feet on either side of the Waterline Easement as shown on Exhibit C; and (c) the right to use the roadways on Landlord’s adjacent land (together with the Leased Premises, the “**Master Tract**”) and the right to use any roadway easements across other lands benefitting the Master Tract.

With respect to the Pipeline Easement, Tenant shall have the right from time to time to enter upon the Pipeline Easement to construct and install additional pipelines above or below ground within the Pipeline Easement together with any Appurtenances thereto without any additional consideration for the additional pipelines and Appurtenances.

(The description of the Leased Premises and Easement Grant show the full Leased Premises and Easement Grant under the Lease as amended by the Amendments.)

Term of Easements:	Upon the expiration or termination of the Lease, the Easements will automatically terminate without the need for any further action on the part of Landlord or Tenant.
Right of First Refusal:	The Lease grants to Tenant a right of first refusal to purchase the Premises under certain circumstances if Landlord elects to sell the Premises or any portion thereof to a third party purchaser.
Additional Provisions:	The Lease is incorporated by reference and is binding on Landlord and Tenant. If a conflict exists between any term of this Memorandum of Lease and the Lease, the Lease controls.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single document.

IN WITNESS WHEREOF, Grantor and Grantee have entered into and executed this Amended and Restated Memorandum of Lease and Easements as of the date first shown above which supersedes any prior Memorandums of Lease and Easements (or similar instruments) filed of record in connection with the Lease.

GRANTOR:

ACBL TRANSPORTATION SERVICES LLC,
a limited liability company

By: Jeffrey S. Kindl
Name: JEFFREY S. KINDL
Title: V-P, GULF OPERATIONS

ACKNOWLEDGMENT

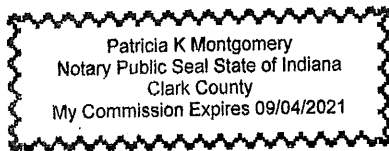
STATE OF Indiana
COUNTY OF CLARK

§
§
§

The foregoing instrument was acknowledged before me on the 7th day of December, 2015, by Jeffrey S. Kindl, as V-P, GULF Ops of ACBL Transportation Services LLC, a Delaware limited liability company on behalf of said company and in the capacity therein stated.

My Commission expires:

September 4, 2021



Patricia K. Montgomery
Notary Public, State of INDIANA
Patricia K. Montgomery
Typed or Printed Name of Notary Public

GRANTEE:

TARGA TERMINALS LLC,
a Delaware limited liability company

By: *Ma Heim*
Name: Michael A. Heim
Title: President and Chief Operating Officer

TSA

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

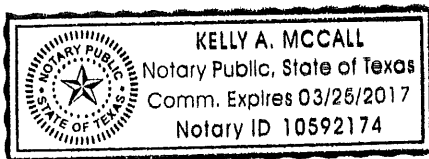
§

§

The foregoing instrument was acknowledged before me on the 3 day of DECEMBER 2015,
by MICHAEL A. HEIM, as COO of TARGA Terminals LLC, a Delaware limited liability
company on behalf of said company and in the capacity therein stated.

My Commission expires:

3/25/2017



Kelly A. McCall
Notary Public, State of TEXAS
KELLY A. MCCALL
Typed or Printed Name of Notary Public

EXHIBIT A
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF LEASED PREMISES

TRACT 1:

**DESCRIPTION OF AN 8.796-ACRE
(383,149 SQ. FT.) TRACT OF LAND
OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS**

Being a tract of land containing 8.796-acres (383,149 Sq. Ft.) out of the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 8.796-acre tract being part of a called 33.684-acre tract conveyed to Houston Fleet LLC by deed recorded under Harris County Clerk's File No. T135036, Film Code No. 519-75-1572, (now known as ACL Transportation Services, LLC by virtue of Certificates filed under H.C.C.F. No's. 20070424078 and 20070424080) of the Official Public Records of Real Property, Harris County, Texas and being more particularly described by metes and bounds as follows (basis of bearings being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by multiplying the combined scale factor of 1.000104191):

BEGINNING (X = 3,204,539.64, Y = 13,843,762.71) at a point located in the southwest line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc., as recorded under Harris County Clerk's File No. P468412, Film Code No. 170-58-1808 of the Official Public Records of Real Property, Harris County, Texas, for the northeast corner of a called 20.250-acre tract of land conveyed to Coast Energy Group, LLC as recorded under Harris County Clerk's File No. 20110106560, Film Code No. 076-49-1789 of the Official Public Records of Real Property, Harris County, Texas, for the northwest corner of said 33.684-acre tract and for the northwest corner of said tract herein described, from which a 1/2-inch iron rod was found bearing South 66° 07' 40" East, a distance of 1.30 feet;

THENCE South 43°51'16" East, with the southwest line of said Hollywood Marine 69.57-acre tract, the northeast line of said 33.684-acre tract and the northeast line of said tract herein described, a distance of 232.76 feet, to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the northeast corner of said tract herein described;

THENCE South 09°01'23" East, over and across said 33.684-acre tract with an east line of said tract herein described, a distance of 629.52 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for an angle point of said tract herein described;

THENCE South 15°18'43" East, over and across said 33.684-acre tract with a northeast line of said tract herein described, a distance of 226.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG. HOUSTON, TX" found for the southeast corner of said tract herein described;

THENCE South 88°13'23" West, over and across said 33.684-acre tract with the south line of said tract herein described, a distance of 473.08 feet to a submerged point for the southwest corner of said tract herein described;

THENCE North 18°31'51" West, over and across said 33.684-acre tract with a southwest line of said tract herein described, a distance of 333.50 feet to a submerged corner and an angle point of said tract herein described;

THENCE North 52° 05' 25" West, over and across said 33.684-acre tract and with a southwest line of said tract herein described, a distance of 48.64 feet to a submerged point for corner,

located in the northwest line of said 33.684-acre tract and the southeast line of said 20.250-acre tract, being an angle point of said herein described tract;

THENCE North 23°43'29" East, with the southeast line of said 20.250-acre tract, the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described, a distance of 739.16 feet to the POINT OF BEGINNING and containing 8.796 acres (383,149 square feet) of land.

TRACT II:

DESCRIPTION OF A 2.515-ACRE (109,546 SQ. FT.)

**TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.515 -acre (109,546 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.515-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACBL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

BEGINNING (X=3,205,594.62; Y=13,844,700.63) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same point being found situated in a southwesterly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a southeast line of said 33.684-acre tract, with the northeast line of said tract herein described and with the a southwest line of said 69.57-acre tract a distance of 402.28 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of said tract herein described, located in the east line of an unrecorded 175 foot wide Houston Lighting and Power Company (H.L.&P.) unrecorded easement;

THENCE South 13 deg. 00 min. 39 sec. East, with the west line of said 175 foot wide H. L. & P company easement, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 177.49 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, being the north corner of a called H.L. &P. aerial easement as recorded under H.C.C.F. No. D055621, under F.C. No. 113-29-1461 of the O.P.R.R.P.H.C., Texas;

THENCE North 74 deg. 37 min. 28 sec. West, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 121.41 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an interior corner of said tract herein described;

THENCE South 16° 14' 12" West, over and across said 33.684-acre tract and with a southeast line of said tract herein described, a distance of 92.65 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southeast corner of said tract herein described;

THENCE North 68° 40' 59" West, over and across said 33.684-acre tract and with the south line of said tract herein described, a distance of 264.81 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described;

THENCE North 08 deg. 31 min. 55 sec. East, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 419.48 feet to the **POINT OF BEGINNING** and containing 2.515-acres (109,546 sq. ft.) of land.

TRACT III:

**DESCRIPTION OF A 2.268-ACRE (98,788 SQ. FT.)
TRACT OF LAND SITUATED IN THE HARRIS
AND CARPENTER SURVEY, A-28, HARRIS
COUNTY, TEXAS**

Being a description of a 2.268 -acre (98,788 sq. ft.) tract of land situated in the Harris and Carpenter Survey, A-28, Harris County, Texas. Said 2.268-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACBL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described by metes and bounds as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (X=3,205,899.13; Y=13,845,123.86) at a 1-inch iron pipe found for the northeast corner of said 33.684-acre tract, same being the east corner of a called 1.279-acre tract conveyed to Equistar Chemicals, L.P., by deed recorded under H.C.C.F. No. 20070330824, by F.C. No. 044-95-0638 of the O.P.R.R.P.H.C., Texas, same point being found situated in a southerly line of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, by F.C. No. 170-58-1808, same point being the common corner of Houston Lighting & Power Company (HL&P) Easement Tracts "A" and "D" as found recorded under Volume 7970, Page 218 of the Harris County Deed Records (H.C.D.R.) as well as under H.C.C.F. No. D091546 and HL&P Company Tract "C" as recorded under Volume 7898, Page 451 of the H.C.D.R., under H.C.C.F. No. D055622, all of the O.P.R.R.P.H.C., Texas;

THENCE North 43° 51' 16" West, with the northwest line of said 33.684-acre tract and with the northwest line of said 1.279-acre tract, at a distance of 341.85 feet pass a 5/8-inch iron with cap stamped "WEISSER ENG HOUSTON, TX" found on the northeast line of said 33.684-acre tract and continuing for a total distance of 493.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the **POINT OF BEGINNING** of said tract herein described having a State Plane Coordinate of (X=3,205,557.37; Y=13,845,479.56)

THENCE South 14° 35' 13" East, over and across said 33.684-acre tract and with the east line of said tract herein described, a distance of 336.06 feet to a chain link fence corner post found for the southeast corner of said tract herein described;

THENCE South 64 deg. 26 min. 43 sec. West, with the east line of said tract herein described and over and across said 33.684-acre tract a distance of 153.20 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for an angle point of said tract herein described, located in the

north line of a called 2.06-acre Drill Site as recorded under H.C.C.F. No. 20100366366, under F.C. No. 073-64-1849 of the O.P.R.R.P.H.C., Texas;

THENCE South 77 deg. 00 min. 12 sec. West, over and across said 33.684-acre tract, with the north line of said 2.06-acre drill site and with the south line of said herein described tract a distance of 69.33 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the southwest corner of said tract herein described, being located in the east line of a called 7.930-acre leasehold conveyed to TARGA TERMINALS, LLC as set forth in Memorandum of Lease as recorded under H.C.C.F. No. 20120016279 of the O.P.R.R.P.H.C., Texas

THENCE North 15° 18' 43" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 20.24 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for an angle point in the east line of said 7.930-acre leasehold, same being an angle point of said tract herein described;

THENCE North 09° 01' 23" West, over and across said 33.684-acre tract, with the east line of said tract herein described and with the east line of said 7.930-acre leasehold a distance of 629.59 feet to a 1/2-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" found for the northeast corner of said 7.930-acre leasehold, being the north corner of said tract herein described;

THENCE South 43 deg. 51 min. 16 sec. East, with the northwest line of said 33.684-acre tract and with the northwest line of said tract herein described a distance of 325.07 feet to the **POINT OF BEGINNING** and containing 2.268-acres (98,788 sq. ft.) of land.

Plus Easement Grant

EXHIBIT B
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF PIPELINE EASEMENT

CENTERLINE DESCRIPTION OF A 25' WIDE PIPELINE EASEMENT

**CENTERLINE DESCRIPTION OF A 0.1486-ACRE (4,866 SQ. FT.)
25' WIDE STRIP OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a centerline description of a 0.1486-acre (6,475-square foot) strip of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1486-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, by Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas and being more particularly described as follows: (Basis of Bearing being the State Plane Coordinate System, South Central Zone No. 4204, NAD 83. The coordinates shown hereon are grid coordinates and may be taken to surface by dividing the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63; E=3,205,594.63) at a 5/8-inch iron rod found for the interior corner of said 33.684-acre tract;

THENCE South 08° 31' 55" West, over and across said 33.684-acre tract, a distance of 40.44 feet to the **POINT OF BEGINNING** (N=13,844,660.64; E=3,205,588.63) of herein described centerline;

THENCE North 67° 14' 50" West, over and across said 33.684-acre tract, a distance of 64.39 feet to an angle point of said herein described centerline;

THENCE North 15° 18' 01" West, over and across said 33.684-acre tract and with the herein described centerline, a distance of 194.63 feet to the **POINT OF TERMINATION** (N=13,844,873.28; E=3,205,477.89), having a total length of 259.02 feet (15.7 rods).

HARRIS & CARPENTER SURVEY, A-28

8.796-ACRE
LEASE
(363,149 SQ. FT.)

P.O.T.
N = 13,844,873.28
E = 3,205,477.89

CALLLED 2.06 ACRE NEW
DESIGNATED DRILL SITE
H.C.C.F. NO. 2010036366
F.C. NO. 072-54-1949



1 INCH = 50 FEET

25' WIDE PERMANENT EASEMENT AREA
FND. 1/4" I.R.
(C.M.)
FND. 1/4" I.R.
(C.M.)
EASEMENT
PARENT TRACT INSERT
N.T.S.

CALLLED 33.684-ACRES
HOUSTON FLEET, LLC.
H.C.C.F. NO. T135036
N.K.A. ACL TRANSPORTATION
SERVICES, LLC.
H.C.C.F. NO. 20070424078
O.P.R.R.P.H.C.

CALLLED 2.06 ACRE NEW
DESIGNATED DRILL SITE
H.C.C.F. NO. 2010036366
F.C. NO. 072-54-1949

0.1486 ACRE
(6,475 SQ. FT.)

25' WIDE PERMANENT EASEMENT AREA
6,475 SQ. FT.

T.W.S. AREA TOTAL:
10,359 SQ. FT.

2.077-ACRE
(97,887 SQ. FT.)
LEASE SITE

BASIS OF BEARINGS:
TEXAS STATE PLANE COORDINATE
SYSTEM, SOUTH CENTRAL ZONE
No. 4204 (NAD 83) (2011 Adj.)

NOTE:
THE COORDINATES AND DISTANCES SHOWN
HEREON ARE GRID COORDINATES AND
MAY BE BROUGHT TO SURFACE BY
DIVIDING BY THE COMBINED SCALE
FACTOR OF 0.99989582. ALL DISTANCES
ARE SURFACE.

CENTERLINE OF A 25' WIDE PIPELINE EASEMENT EXHIBIT "B"

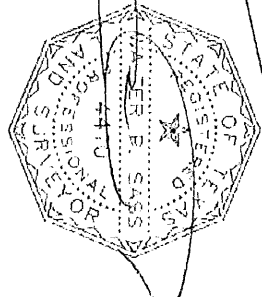
N 67° 14' 50" W
64.39'

2.515-ACRE
(93,698 SQ. FT.)

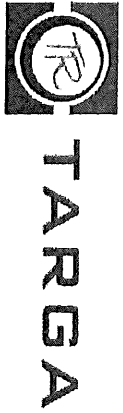
P.O.B.
N = 13,844,660.64
E = 3,205,588.63

S 08° 31' 55" W
40.44'

P.O.C.
FND. 6/8" I.R.
N = 13,844,700.63
E = 3,205,594.63



WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579-7300
www.weisser-engineering.com



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DRAWN BY:	W.A.	CALCD. BY:	J.L.	SCALE: 1" = 50'
EB NO.:		CHECKED BY: J.L./J.C.W.		SHEET 01 OF 01
CREW CHIEF:		DATE: 07/27/2015	JOB NO.:	CU063
		REVISED 11/24/15		
		REVISED 11/04/15		
		REVISED 10/26/15		

EXHIBIT C
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AND EASEMENTS
LEGAL DESCRIPTION OF WATERLINE EASEMENT

**CENTERLINE DESCRIPTION OF A 0.1054-ACRE (4,591 SQ. FT.)
TRACT OF LAND OUT OF THE HARRIS & CARPENTER
SURVEY, A-28, HARRIS COUNTY, TEXAS.**

Being a centerline description of a 0.1054-acre (4,591-square foot) tract of land situated in the Harris & Carpenter Survey, A-28, Harris County, Texas. Said 0.1054-acre tract being out of a called 33.684-acre tract of land conveyed to Houston Fleet LLC, as recorded under Harris County Clerk's File (H.C.C.F.) No. T135036, Film Code (F.C.) No. 519-75-1572, now known as ACL Transportation Services LLC, by certificate of merger recorded under H.C.C.F. No. 20070424078 and certificate of name change recorded under H.C.C.F. No. 20070424080, respectively, of the Official Public Records of Real Property, Harris County (O.P.R.R.P.H.C.), Texas, and being more particularly described as follows: (Basis of bearing being the Texas State Plane Coordinate System, South Central Zone 4204, NAD 83. Coordinates shown hereon are grid coordinates and may be converted to the surface by dividing by the combined scale factor of 0.99989582. All distances shown hereon are surface distances.)

COMMENCING (N=13,844,700.63 E=3,205,594.63;) at a 5/8-inch iron rod found for an interior corner of said 33.684-acre tract, same being a southwest corner of a called 69.57-acre tract of land conveyed to Hollywood Marine, Inc. recorded under H.C.C.F. No. P468412, F.C. No. 170-58-1808 of the O.P.R.R.P.H.C., Texas;

THENCE South 45° 36' 42" East, with a northeast line of said 33.684-acre tract and with a southwest line of said 69.57-acre tract, a distance of 438.45 feet to an angle point;

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, a distance of 138.60 feet to the **POINT OF BEGINNING** of said centerline herein described, located at (N=13,844,261.10; E=3,205,868.36);

THENCE South 16° 35' 38" West, over and across said 33.684-acre tract, and with the centerline of said herein described strip, a distance of 229.60 feet to the **POINT OF TERMINATION** (N=13,844,041.07; E=3,205,802.79) of said herein described centerline, said centerline having a total length of 229.60 feet (13.9 Rods).

HARRIS & CARPENTER SURVEY, A-28

SCALE IN FEET
0 50 100
1 INCH = 50 FEET

HARRIS COUNTY HOUSTON SHIP CHANNEL
NAVIGATION DISTRICT
CALLED 19.54-ACHES VOL. 6097, PG. 106 H.C.D.R.,
H.C.C.F. NO. 0174313 F.C. NO. 039 79-1021
H.C.C.F. NO. 0174313
O.P.R.R.P.H.C.

2.515 ACRES
(109,546 SQ. FT.)
LEASE SITE

P.O.T.
N = 13,844,041.07
E = 3,205,802.79

EDGE OF WATER

P.O.B.
SET $\frac{1}{2}$ " I.R. WITH CAP
(STAMPED "WEISSER
ENG HOUSTON, TX")
N = 13,844,261.10
E = 3,205,868.36

20' WIDE TWS
20' WIDE
20' WIDE TWS

20' WIDE PERM. ESMT. AREA TOTAL:
4,951 SQ. FT.
TWS AREA TOTAL:
11,472 SQ. FT.

S 16° 35' 38" W
229.60'

0.1054 ACRE
(4,951 SQ. FT.)

CALLLED 33.684 ACRES
HOUSTON FLEET LLC,
H.C.C.F. NO. T135036
F.C. NO. 519-75-1572
A.K.A. ACL TRANSPORTATION
SERVICES LLC
H.C.C.F. NO. 20070424078,
20070424080
O.P.R.R.P.H.C.

P.O.C.
FND. $\frac{5}{8}$ " I.R.
N = 13,844,700.63
E = 3,205,594.63

S 45° 36' 42" E
438.45'

FND. $\frac{1}{4}$ " I.R. (C.M.)
FND. $\frac{1}{4}$ " I.R. (C.M.)
FND. $\frac{1}{4}$ " I.R. (C.M.)

20' WIDE WASTEWATER PIPELINE EASEMENT
PARENT TRACT INSERT N.T.S.

HL&P 10' EASEMENT
H.C.C.F. NO. D035621
F.C. NO. 113-29-1461
O.P.R.R.P.H.C.
VOL. 7898, PG. 443
H.C.D.R.

HL&P 10' EASEMENT
H.C.C.F. NO. D035621
F.C. NO. 113-29-1461
O.P.R.R.P.H.C.
VOL. 7898, PG. 443
H.C.D.R.

CALLLED 69.67 ACRES
HOLLYWOOD MARINE, INC.
H.C.C.F. NO. P468412
F.C. NO. 170-58-1825H
O.P.R.R.P.H.C.

STATE OF TEXAS
REGISTERED
WALTER P. SASS
PROFESSIONAL SURVEYOR
4410

BASIS OF BEARINGS:
TEXAS STATE PLANE COORDINATE
SYSTEM, SOUTH CENTRAL ZONE
No. 4204 (NAD 83) (2011 Adj.)
COORDINATES SHOWN HEREON ARE GRID
COORDINATES AND MAY BE CONVERTED
TO THE SURFACE BY DIVIDING THE
COMBINED SCALE FACTOR OF 0.99989582

20' WIDE WASTEWATER PIPELINE EASEMENT

REVISED: 11/04/15
REVISED: 10/28/15

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DRAWN BY: W.H. CALC'D BY: J.L. SCALE: 1" = 50'

F.B. NO. CHECKED BY: J.L./J.C.M. SHEET 01 OF 01

CREW CHIEF: DATE: 06/15/2015 JOB No.: CU063

WEISSER Engineering Co.
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
www.weissereng.com
TAPER #14 TAPLA 100216-06

TARGA

Targa Terminals
Lease Escalation
Adjustment Effective January 1, 2021

Term: 360 Months

Start Date: Jan 1, 2012

Termination Date: December 31, 2042

Base Rent

Year 1-2012	\$14,166.67
Year 2-2013	\$17,117.50 **
Year 3-1/1/2014	\$17,117.50
Year 3-7/8/2014	\$27,442.16 **Changed per amendment
Year 3-11/28/14	\$29,301.41 **Changed per amendment
Year 4-2015	\$29,330.71
Year 5-2016	\$29,330.71
Year 6-2017	\$29,409.90
Year 7-2018	\$30,892.16
Year 9-2019	\$31,791.12
Year 10-2020	\$31,791.12

**Year 2 and thereafter to be adjusted based on PPI All Commodities (WPU00000000)

AR =	a +	100.0%	a	(b	-	c)
							c	
AR =	1 +	100.0%		(198.20	-	199.00)
							199.0000	
AR =	1 +	100.0%		((0.8000))
				(199.0000)
AR =	1 +	100.0%		((0.0040))
AR =	1 +	(0.0040)						
AR =		1.0000						

<u>Base Rates</u>	<u>Adjustment Factor</u>	<u>Adjusted Rates</u>
\$31,791.12	1.0000	\$31,791.12

Appendix C

Addendum to Worksheet 5.0

**Hartree Channelview LLC
Water Rights Permit Application
Addendum to Worksheet 5.0
16514 De Zavalla Road, Suite A, Harris County, Texas**



Diversion Point 1: Fire Pump House Facing NW (Latitude 29.761084, Longitude-95.101811)



Fire Pump House Facing SE



Fire Pump House Facing SW



Diversion Point 2: West Tank Farm Facing E (Latitude 29.761895, Longitude -95.103711)

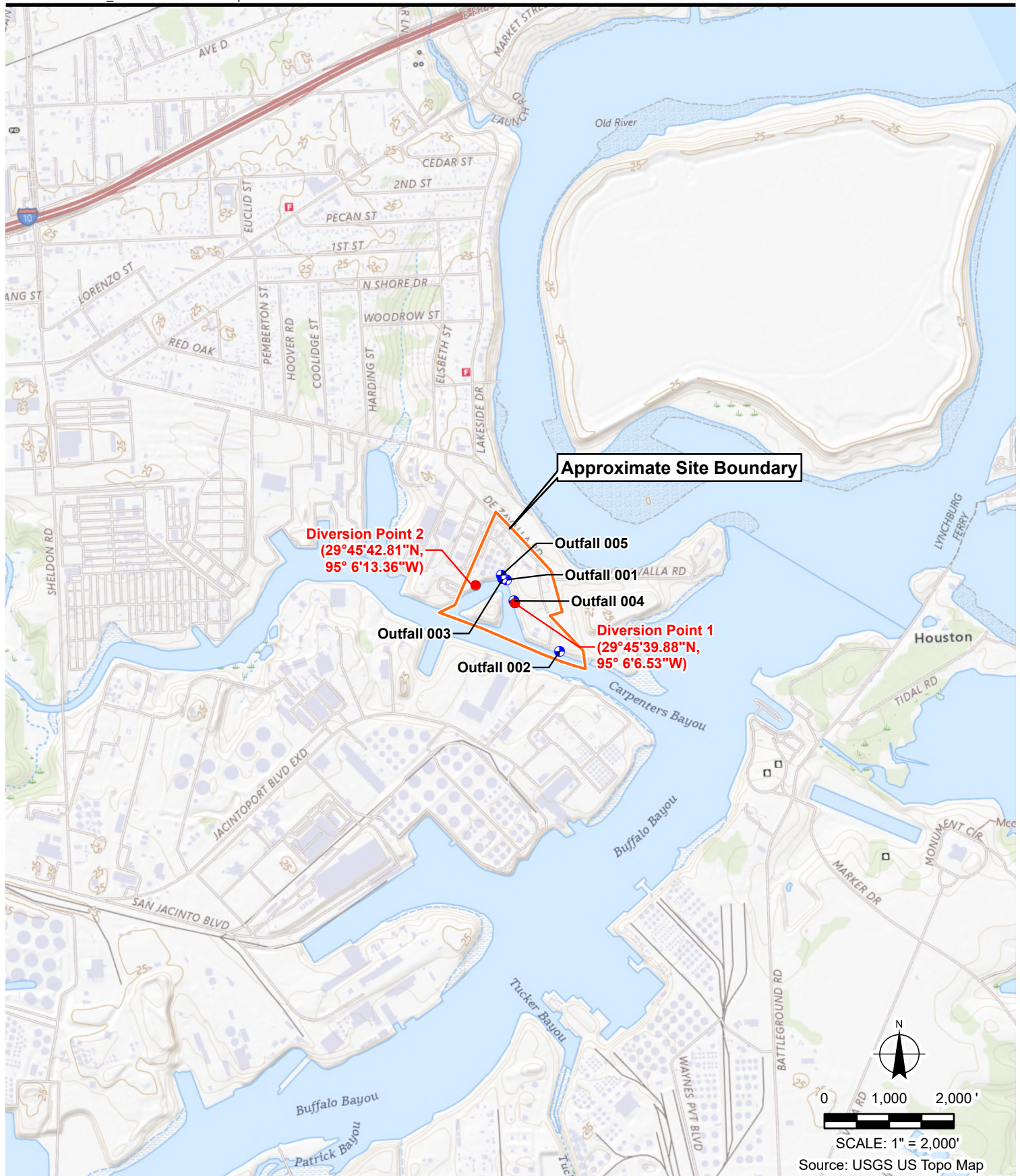


West Tank Farm Facing SE



West Tank Farm Facing SW

Figure



**BRAUN
INTERTEC**
The Science You Build On.

10075 Windfern Rd
Houston, TX 77064
713.230.8436
braunintertec.com

Project No:
B2208745.01

Drawing No:
Fig1_SiteLocation

Drawn By: SL
Date Drawn: 11/26/2024
Checked By: JL
Last Modified: 2/18/2025

Hartree-Channelview, LLC

16514 De Zavalla Road, Suite A

Channelview, Texas

Site Location Map

Figure 1