

LEASE AGREEMENT

This Lease Agreement (“Agreement”) is made by and between the Texas City Economic Development Corporation, (hereinafter referred to as “Lessor”), and MPLX Operations, Inc., its contractors, successors and assigns, (hereinafter referred to as “Lessee”).

WHEREAS Lessor is the owner of certain real property as hereafter defined and has executed this Lease;

WHEREAS Lessor has agreed to lease to Lessee a certain section of the real property (herein “Laydown Area”) in order that Lessee may use the Laydown Area for the purposes of the storage, laydown and assemblage of construction materials, supplies, containers, construction trailers and construction equipment, parking of tractor trailers and cars, all upon the terms and conditions, and subject to the provisions herein contained; and

NOW THEREFORE in consideration of the rents to be paid and the covenants herein contained on the part of Lessee, Lessor hereby grants this lease to Lessee on the terms hereof, and in consideration of this demise and the covenants herein contained on the part of Lessor, Lessee hereby makes the covenants hereinafter contained.

1.0 DEFINITIONS

- (a) "Activities" means the storage, laydown and assemblage of construction materials, supplies, containers, construction trailers and construction equipment, parking of tractor trailers and cars and any other related activities, including the right to fence and stone, as well as fabrication activities including welding and cutting and any other related activities;
- (b) “Effective Date” means July 1, 2026;
- (c) “Lease Term" means a period of time not less than twelve (12) months commencing on the Effective Date;
- (d) “Improvements” means limited clearing and grubbing with a geotextile membrane placed on surface with 4 to 6 inches of rock or stone placed on top. All Improvements shall remain on the Laydown Area at the end of the Lease Term, unless instructed otherwise by Lessor.
- (e) "Laydown Area" means real property owned by the Lessor of approximately 11 acres as shown on Exhibit A subject to any existing easements, encroachments, pipelines or utilities crossing under, through, on or over the real property which same does not unreasonably interfere with Lessee’s use, legally described as part of ABST J WELLS SUR TR 13-1 ACRES 23.5332;
- (f) “Rent" means the rent provided for in paragraph 3 herein;

2.0 INTERPRETATION

- 2.1 Lessor grants to Lessee use of approximately 11 acres of land as described in Exhibit A, attached hereto and made a part hereof for all purposes.
- 2.2 Subject to the terms and conditions set forth in this Agreement, Lessor hereby grants permission to Lessee, its agents, employees, contractors and sub-contractors to enter the Laydown Area for conducting activities in association with the Activities.
- 2.3 Lessee access to the Laydown Area shall be through Bay Street as noted on Exhibit A.
- 2.4 Lessee will only utilize the Laydown Area for the Activities and will keep the Laydown Area neat and clean and maintain the general appearance and standards throughout the whole of the Lease Term, including dust control.
- 2.5 Lessee shall make certain Improvements to the Laydown Area and has permission to clear, stone and fence the Laydown Area. Lessee also has permission to add lighting to the Laydown Area, as needed.
- 2.6 Lessee will install protective measures (silt fences, etc.) as required to assure the integrity of the drainage system.
- 2.7 Lessor shall be entitled to inspect the Laydown Area at any time during usual business hours for the purpose of ascertaining the condition or state of repair thereof, or verifying that the provisions of this Lease are being complied with. Lessee shall, upon at least 24 hours notice permit access for this purpose. In the case of emergency, Lessor will be granted access forthwith.
- 2.8 Lessee agrees to adhere to all codes and ordinances of the City, including hours of operation.

3. RENT

- (a) For the twelve (12) month Lease Term of the Agreement, Lessee will pay Lessor, as Rent \$10,000.00 Dollars (USD\$) on the first day of each month
The Rent shall be adjusted accordingly if the acreage of the Laydown Area changes.

Rent for the Agreement beyond the twelve (12) month Lease Term, shall be paid on a monthly basis or via other pre-agreed arrangements between Lessor and Lessee. All payments of Rent shall be made to Lessor at 2000 Texas Avenue, Texas City, Texas 77590 or as Lessor may otherwise direct by notice.

- (b) If Lessee shall continue to occupy the Laydown Area after the expiration of the Lease Term, Lessee will notify Lessor by giving at least ninety (90) days written notice of its intent to extend the Lease Term on a month-to-month basis. The extension shall be

at a monthly rent equal to the monthly Rent payable during the initial Lease Term. Each monthly extension is subject to approval by Lessor.

4. INDEMNIFICATION

Lessee agrees to protect, indemnify, defend and hold the Lessor harmless from and against any and all claims of damage to persons or property occurring or in any way arising out of this Agreement and Lessee's use of the Laydown Area.

5. INSURANCE

Lessee shall, and shall require its contractors and subcontractors to, during the entire Lease Term hereof at its own expense, take out and keep in full force and effect the following minimum insurance coverages:

- (a) Workers Compensation to satisfy the statutory limits of the State of Texas, with Employers Liability limits in the amount of \$1,000,000 Each Person for Accident, \$1,000,000 Each Person for Disease, and \$1,000,000 policy aggregate for Disease. The policy shall be endorsed to add USL&H benefits for Texas, Maritime Benefits in an amount of \$1,000,000 and include an Alternate Employer Endorsement. It shall also include a waiver of subrogation endorsement in favor of the Texas City Economic Development Corporation.
- (b) Commercial General Liability Insurance, minimally covering Bodily Injury (including disease and death), Property Damage Liability, Personal and Advertising Injury, Products/Completed Operations Coverage, and Contractual Liability for the terms of this Agreement. This policy shall be endorsed to add Texas City Economic Development Corporation as an additional insured, and shall include a waiver of subrogation. Minimum Limits of Insurance shall be \$1,000,000 Bodily Injury and Property Damage each Occurrence/Aggregate, and \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Limit, and \$500,000 Fire Damage Legal Liability.
- (c) Commercial Business Auto Insurance, covering all owned, hired and non-owned autos for liability. Coverage shall be a minimal amount of \$1,000,000 each occurrence, and contain an additional insured and waiver of subrogation endorsement in favor of the Texas City Economic Development Corporation, as noted below.
- (d) Commercial Umbrella policy providing a \$5,000,000 limit each occurrence/aggregate in excess of each of the policies above.
- (e) Certain conditions and provisions apply in general to all policies as follows:
 - 1. Insurance Companies must have a minimum AM Best Rate of A-6.
 - 2. All policies will contain a 30 days' notice of cancellation to Texas City Economic Development Corporation, including for nonpayment of premium.

3. Certificates and other Coverage Evidences shall specifically list all of the coverage's above so it can be shown they have been provided.
4. Contractors and all subcontractors are to provide evidence of the same coverage required under this Agreement, including furnishings of certificates and other evidence of coverage.

6. GOVERNING LAW

This Lease shall be governed by the laws of the State of Texas.

7. NOTICES

All notices to be given by one party to the other shall be in writing. All such written communications may be given by email, by hand or overnight courier services. All communications shall be addressed, in the case of:

Lessor Texas City Economic Development Corporation
1801 9th Ave. North
Texas City, Texas 77590

Attention: TCEDC Executive Director
Kyle Dickson, City Attorney

Lessee MPLX Operations, LLC
2401 5th Avenue., MPO-100
Texas City, TX 77590

Attention: Craig Miller
e-mail: craigmiller@marathonpetroleum.com

It is mutually understood and agreed that this Agreement as written covers all of the agreements and situations between the parties hereto and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

LESSOR:

TEXAS CITY ECONOMIC
DEVELOPMENT CORPORATION

MPLX OPERATIONS, LLC.

Mark Ciavaglia, TCEDC Board Chair

Jim Hendrick, Facilities Services & Real Estate Director

