

DONATION AGREEMENT

This Donation Agreement (this “Agreement”) is entered into effective as of the ____ day of _____, 2018 (“Effective Date”) by and between VALERO REFINING-NEW ORLEANS, L.L.C., a Delaware limited liability company (the “Company”) and ST. CHARLES PARISH, a political subdivision of the State of Louisiana (“Recipient”).

RECITALS

A. The Company, as a community improvement project, built an “up ramp” for pedestrian and bicycle access to an existing pedestrian/bicycle path located in St. Charles Parish, Louisiana as more particularly shown in Exhibit A, attached hereto and incorporated herein for all purposes (the “Donated Improvements”).

B. The Company has agreed to donate the Donated Improvements to Recipient free of charge, and Recipient has agreed to accept the Donated Improvements, upon and subject to the terms of this Agreement.

AGREEMENT

1. The Company hereby donates, gifts, assigns and transfers all of its right, title and interest in and to the Donated Improvements to Recipient, free and clear of all liens and other encumbrances on title, but subject to the other terms of this Agreement. Such transfer shall be effective as of the Effective Date.

2. **THE DONATED IMPROVEMENTS ARE CONVEYED BY THE COMPANY AND ACCEPTED BY RECIPIENT IN ITS CURRENT CONDITION, “AS IS,” “WHERE IS” AND “WITH ALL FAULTS,” AND THE COMPANY MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DONATED IMPROVEMENTS MERCHANTABILITY, MARKETABILITY, CONDITION, FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE. ALL REPRESENTATIONS, GUARANTEES, AND WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. **RECIPIENT EXPRESSLY ASSUMES ALL RISK OF RESPONSIBILITY FOR INJURY OR DAMAGE TO ANYONE, DIRECTLY OR INDIRECTLY, BASED ON OR ARISING OUT OWNERSHIP, POSSESSION, DISMANTLING, REMOVAL, HANDLING OR USE OF THE DONATED IMPROVEMENTS AND IN CONSIDERATION OF THE COMPANY’S GIVING THE DONATED IMPROVEMENTS TO RECIPIENT AT NO COST, THE RECIPIENT AGREES, TO THE EXTENT PERMITTED BY LAW, TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, SUCCESSORS, ASSIGNEES, STOCKHOLDERS, DIRECTORS, OFFICERS, AND EMPLOYEES (COLLECTIVELY “VALERO INDEMNIFIED PARTIES”) FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, (COLLECTIVELY, “LOSSES”) ARISING OUT OF OR IN ANY WAY CONNECTED WITH RECIPIENT’S ACCEPTANCE, REMOVAL, MOVING, USE OR FUTURE DISPOSITION OF THE DONATED IMPROVEMENTS.**

4. Each person executing this Agreement has been duly authorized to do so by the party on whose behalf he or she is signing. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute but one instrument. Counterparts of this Agreement delivered via facsimile shall have the same binding effect as originals. This Agreement replaces and supersedes in their entirety all prior and contemporaneous agreements, whether written or oral, between the parties concerning the subject matter hereof.

5. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws and in the courts of the State of Louisiana.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date set forth above.

COMPANY:

VALERO REFINING-NEW ORLEANS, L.L.C.

By: _____
Name: _____
Title: _____

RECIPIENT:

ST. CHARLES PARISH

By: _____
Name: _____
Title: _____