
ABOVE SPACE FOR RECORDER'S USE

**Project Hulk
Tract No.: LA-SC-0020.00100
St. Charles Parish, Louisiana**

RIGHT-OF-WAY, EASEMENT AND SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS that:

ST. CHARLES PARISH, a government body organized under the laws of the state of Louisiana, whose mailing address is P.O. Box 302, Hahnville, LA 70057, appearing herein through _____, its duly authorized representative, (hereinafter “GRANTOR” whether one or more),

does hereby agree as follows:

1. THE GRANT AND USE: For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and, sufficiency of which are hereby acknowledged, GRANTOR does hereby grant, sell, and convey to INTERNATIONAL-MATEX TANK TERMINALS LLC, a Delaware limited liability company (hereinafter “GRANTEE”), whose mailing address is 400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130, Attn: Clay Bland, and its successors and assigns, the following permanent right(s)-of-way, easement(s), and servitude(s), which collectively, together with the Temporary Workspaces (as defined below), shall constitute one servitude under Louisiana law (hereafter, the “Servitude”), through and under lands situated in St. Charles Parish, Louisiana, more particularly described on Exhibit “A” attached hereto (the “Property”): a right-of-way and servitude thirty feet (30’) in width designated and shown as “P.E.R.W.” on the drawing attached hereto and made part hereof as Exhibit “B,” (the “Plat”), including Detail “R.O.W. Detail” thereof, to construct, install, operate, inspect, maintain, protect, repair, modify, replace, relocate, substitute, change the size of, reconstruct, realign, improve, renew, access, patrol, change route or routes, abandon in place or remove at will, and environmentally remediate at will, a pipeline, the diameter of which shall not exceed twelve inches (12”) nominal diameter, for the transportation and/or storage of oil, vacuum gas oil, renewable diesel, natural gas, water, effluent, other liquids, and any other hydrocarbons, gases, liquids, petroleum (as such term is defined in La. R.S. 45:251) products, fatty oils, products, by-products or any other substance that can be transported by pipeline, together with above and below ground appurtenances, facilities and equipment as may be deemed necessary, useful, or desirable by GRANTEE, including, without limitation, fittings, corrosion equipment, markers, test stations, cathodic protection, utility lines of every nature and type, all for the distribution, transportation and delivery of such utilities to and from GRANTEE’s facilities and for such other purposes as determined by GRANTEE in GRANTEE’s sole discretion.

The construction, installation, operation, inspection, maintenance, protection, repair, modification, replacement, relocation, substitution, changing the size of, reconstructing, realignment, improvement, renewing, accessing, patrolling, changing the route or routes of, abandoning in place, removal at will, or environmentally remediating any of the pipeline, appurtenances, facilities and other equipment described in this Section 1, or exercise by GRANTEE of any other right under this Right-of-Way, Easement, and Servitude Agreement (this “Agreement”), shall each constitute and be defined as a “Use” for purposes of this Agreement (collectively, “Uses”).

2. TEMPORARY WORKSPACES: During the time of construction, repairing, alteration, replacement, maintaining, removal, or other Uses which may require temporary work space with respect to said pipeline, appurtenances, facilities and other equipment, GRANTEE shall have the right to use a temporary work space of twenty feet (20') in width along and parallel with the Servitude described in Section 1 above, or as depicted in Detail "R.O.W. Detail" of the Plat, whichever is greater. During the exercising of the rights herein granted GRANTEE shall have the right to use additional temporary work spaces along said rights-of-way at the crossing of roadways (public or private), railroads, waterbodies of any land, either pipeline or similar structures (manmade or natural) or uneven terrain, or as depicted on the Plat, whichever is greater. All of the foregoing temporary workspaces being collectively referred to herein as the "Temporary Workspaces."

3. INGRESS AND EGRESS: GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting same, to the free and full right of ingress and egress over and across the Property, including the full use of all roadways (now existing or which may be hereafter constructed on the Property), to and from the Servitude (collectively "Ingress and Egress Areas").

4. RIGHT TO CLEAR: GRANTEE shall have the right from time to time to mow, clear, and maintain the Servitude Areas (as defined below), and the Ingress and Egress Areas, which rights shall include the right to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the rights of GRANTEE under this Agreement.

5. PAYMENT OF DAMAGES: GRANTEE hereby agrees to pay GRANTOR for all actual damages to growing crops, timber, fences, buildings, livestock, or any other improvements of GRANTOR which may arise from GRANTEE'S exercise of its rights under the terms of this Agreement. However, after the pipeline, appurtenances, facilities and equipment have been constructed hereunder, GRANTEE shall not be liable for such damages in the future in connection with keeping the Servitude Areas clear of trees, undergrowth, brush, structures, or any other obstructions. GRANTEE shall not be liable to GRANTOR or its respective directors, employees, affiliates, partners, or agents, as applicable, in any action or claim for consequential, special, incidental, indirect or punitive damages, including, without limitation, loss of profit, production, revenues, use or other damages attributable to business interruption, whether such action or claim is based on contract, negligence (either sole or concurrent), strict liability or other tort theory, statute, or otherwise, and to the extent permitted by law, any statutory remedies which are inconsistent with the provisions of this Agreement are waived.

6. FULL COMPENSATION OF TENANT: GRANTOR agrees that if any tenants are occupying or utilizing all or any portion of the Property comprising the Servitude Areas, through either a written or verbal agreement, GRANTOR has been compensated and will assume and provide adequate compensation for the same at GRANTOR's sole cost and expense.

7. REPRESENTATIONS BY GRANTOR: GRANTOR hereby represents and warrants to GRANTEE that it owns the Property in fee simple, that the Property is subject to no liens or encumbrances whatsoever and that GRANTOR is fully authorized and empowered to grant the rights and benefits granted to GRANTEE in this Agreement. GRANTOR understands and agrees that the person securing this grant on GRANTEE's behalf is without authority from GRANTEE to make any agreement not herein expressed in writing, and GRANTOR has not relied upon any verbal representations not expressly reduced to writing in this Agreement.

8. GRANTOR MORTGAGE PROVISION: GRANTOR hereby agrees, that if a mortgage is found to exist or is later granted by GRANTOR which affects the Property subject to this Agreement, (a) GRANTOR shall notify GRANTEE in writing of any default thereunder, and (b) GRANTEE shall have the right, but not the obligation, to cure any default under such mortgage and contact such GRANTOR's mortgagee directly. If GRANTEE cures such default on behalf of GRANTOR, GRANTOR shall reimburse GRANTEE upon demand for all expenses and costs incurred by GRANTEE in connection with such cure.

9. RESTRICTIONS ON GRANTOR'S USE: GRANTOR waives and releases any right to use the surface or subsurface of the Property in a manner that could interfere with GRANTEE's Use as specified herein in Paragraph 1. Neither GRANTOR, nor anyone acting on GRANTOR's behalf or GRANTOR's permission, may use any part of the Servitude Areas or Ingress and Egress Areas if such use may damage, destroy, injure, and/or interfere with the GRANTEE's Use of the Servitude, Servitude Areas, or Ingress or Egress Areas as specified herein. GRANTOR, and anyone acting on behalf of GRANTOR or with GRANTOR's permission, shall not conduct any of the following activities on the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE: (1) drill or operate any well, or conduct exploratory operations; and (2) plant trees or landscaping that would interfere with GRANTEE's use of the servitude. GRANTOR further agrees

that no above or below ground obstruction that may interfere with the purposes for which the Servitude is being acquired may be placed, erected, installed, or permitted upon the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE. If the terms of this Section are violated, such violation shall immediately be eliminated upon receipt by GRANTOR of written notice from GRANTEE or GRANTEE shall have the immediate right to correct or eliminate such violation at the sole expense of GRANTOR. GRANTOR shall promptly reimburse GRANTEE for any expense related thereto. GRANTOR further agrees that it will not interfere in any manner with the purposes for which the Servitude is conveyed. Any improvements, whether above or below ground, installed by GRANTOR that are not in compliance with this Section 9 subsequent to the Effective Date, may be removed by GRANTEE without liability to GRANTOR for damages.

GRANTEE further fully acknowledges that its use of the servitude will in no way interfere with GRANTOR's surface rights on the property, including GRANTOR's upkeep and maintenance of its public roadway, drainage and other utilities.

10. ONE SERVITUDE CREATED; USE BY GRANTEE: GRANTOR and GRANTEE hereby agree that the collective rights granted in this Agreement create and constitute a single servitude under Louisiana law such that any Use of any portion of the Servitude constitutes use of the whole, regardless of whether the specific Servitude Areas are continuous or diverge. For the avoidance of doubt, the Use of the pipeline described in Section 1 or any portion of the right-of-way areas described in this Agreement, including in Section 1, shall constitute use of a pipeline and all right-of-way areas described in this Agreement. Similarly, use of any portion of the Temporary Workspaces or Ingress and Egress Areas shall constitute use of all right-of-way areas described in this Agreement, all Temporary Workspaces associated therewith, and all Ingress and Egress Areas. The areas of the Property encumbered by the Servitude are referred to herein as the "Servitude Area(s)." The right to use the Servitude and exercise GRANTEE's rights under this Agreement, shall belong to the GRANTEE and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of GRANTEE. It is understood and agreed that GRANTEE shall be entitled to exercise any rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any such rights.

11. ABANDONMENT ON TERMINATION: GRANTEE shall commence, at its sole cost and expense, within one (1) year following termination of this Agreement, to remove all product from, and clean, plug and abandon in place, the pipeline in accordance with and as required by applicable laws.

12. CONFIDENTIAL INFORMATION: GRANTOR shall hold the consideration amount paid by GRANTEE to GRANTOR for the Servitude and the other rights under this Agreement (the "Confidential Information") in confidence and shall not disclose the Confidential Information to any person without GRANTEE's prior written consent, other than to such of his/its/their attorneys, accountants, consultants, advisors, or representatives who (a) have a need to know the Confidential Information for the purpose of advising GRANTOR in connection with this Agreement or for business, tax, or financial purposes, (b) have been informed of the confidential nature of such information, and (c) have agreed to be bound by the terms of this Section 12.

13. COVENANTS RUNNING WITH THE LAND: The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of GRANTOR and GRANTEE, respectively, and their respective heirs, executors, administrators, successors and assigns. The Servitude shall be appurtenant to and run with the Property, and portions thereof, whether or not the Servitude is referenced or described in any conveyance of the Property, or any portion thereof.

14. NOTICES: All notices and other communications required or permitted to be given hereunder shall be in writing and may be delivered by hand, by electronic transmission in .pdf format or similar format, by nationally recognized private courier, or by certified or registered United States mail return receipt requested, in each case addressed to the recipient at the mailing address set forth below, or to an email address provided by a party to the other party in writing. Grantor and

Grantee designate the following person(s) and addresses for all notices and information to be delivered hereunder:

GRANTOR

ST. CHARLES PARISH

Attn: _____, _____, its successors and assigns

Mailing Address for All Notices:

Telephone No.: (____) _____ - _____ [informational purposes only and not notice herein]

GRANTEE

INTERNATIONAL-MATEX TANK TERMINALS LLC

Attn: Clay Bland, its successors and assigns,

Mailing Address for All Notices:

400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130

Telephone No.: 504-619-2318 [informational purposes only and not notice herein]

Such persons, addresses and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.

15. SUCCESSORS AND ASSIGNS: GRANTOR hereby binds GRANTOR and GRANTOR’s heirs, executors, administrators, successors, and assigns, to warrant and forever defend the Servitude and all rights appurtenant thereto unto GRANTEE, its successors and assigns, against every person making a claim to any parts thereof.

16. INDEMNIFICATION: GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES FOR INJURY OR DAMAGE TO THIRD PARTIES TO THE EXTENT CAUSED BY (I) GRANTEE’S NEGLIGENT ACTS OR OMISSIONS OR (II) GRANTEE’S WILLFUL MISCONDUCT RESULTING FROM ITS ACTIVITIES ON OR USE OF GRANTOR’S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR’S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY ARE (A) ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) ANY CLAIMS ARISING FROM PRE-EXISTING ENVIRONMENTAL CONDITIONS OR ADVERSE SITE CONDITIONS. GRANTOR SHALL PROMPTLY NOTIFY GRANTEE OF ANY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER AND COOPERATE IN THE DEFENSE OF SUCH CLAIM.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, whether written or oral, between the parties respecting the subject matters of this Agreement. GRANTOR and GRANTEE agree that should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or *contra bono mores*, only the provision(s) subject to that determination shall be stricken from the Agreement, as if such provision(s) had not been written, and that the remaining Agreement shall survive in full force and effect.

18. ACCEPTANCE PRESUMED: Acceptance of this Agreement by GRANTEE shall be deemed presumed by GRANTEE’s payment of the consideration for the Servitude to GRANTOR and/or the exercise of GRANTEE’s rights under this Agreement.

19. GOVERNING LAW: This Agreement is governed by the laws of the State of Louisiana. Each party waives the right to trial by jury in any dispute arising under this Agreement. The parties further agree to exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waive any (a) pleas of jurisdiction based upon residence and (b) right of removal to Federal Court based upon diversity of citizenship.

20. COUNTERPARTS: This Agreement may be executed in any number of counterparts, none of which needs to be executed by all parties, and shall be binding upon each party who executes such a counterpart with the same force and effect as if all had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the Property.

21. EFFECTIVE DATE: The last date upon which any GRANTOR executes this Agreement shall be the effective date of this Agreement (the “Effective Date”).

[Signature page(s) follow.]

THUS DONE AND PASSED, in the City of _____, Parish/County of _____, State of _____, on the ____ day of _____, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTOR and the undersigned Notary Public, after reading of the whole.

WITNESSES:

GRANTOR:

ST. CHARLES PARISH

Printed Name: _____

Printed Name: _____

Signature

Printed Name: _____

Title: _____

NOTARY PUBLIC
Bar No./Notarial Id.:_____
My commission expires:_____

THUS DONE AND PASSED, in the City of _____, Parish/County of _____, State of _____, on the ____ day of _____, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTEE and the undersigned Notary Public, after reading of the whole.

WITNESSES:

Printed Name: _____

Printed Name: _____

GRANTEE:

**INTERNATIONAL-MATEX TANK
TERMINALS LLC**

Signature

Printed Name: _____

Title: _____

NOTARY PUBLIC
Bar No./Notarial Id.: _____
My commission expires: _____

EXHIBIT “A”
(Property)

EXHIBIT “B”
(Plat)