RECEIVED
By Docket Room at 1:17 pm, Apr 18, 2014

Pillsbury Winthrop Shaw Pittman LLP
2 Houston Center | 909 Fannin, Suite 2000 | Houston, TX 77010-1018 | tel 713.276.7600 | fax 713.276.7673

Julie H. Mayo
tel 713.276.7730
julie.mayo@pillsburylaw.com

April 18, 2014

VIA FIRST CLASS MAIL

Larine A. Moore
U.S. Department of Energy
FE-34
P.O. Box 44375
Washington DC 20026-4375

Re: Alturas LLC Application for Long-Term Authorization to Export Liquefied Natural Gas

Dear Ms. Moore:

Enclosed are an original and three copies of Alturas LLC's Application for Long-Term Authorization to Export Liquefied Natural Gas to Free Trade Agreement Countries. Also enclosed is a check for $50.00, the applicable filing fee for the aforementioned Application, which was filed electronically on the date first listed above. Should you have any questions, please contact the undersigned.

Respectfully submitted,

Julie H. Mayo
Partner

Enclosures

pillsbury

Pillsbury Winthrop Shaw Pittman LLP
2 Houston Center | 909 Fannin, Suite 2000 | Houston, TX 77010-1018 | tel 713.276.7600 | fax 713.276.7673

Julie H. Mayo
tel 713.276.7730
julie.mayo@pillsburylaw.com

April 18, 2014

VIA ELECTRONIC DELIVERY

Mr. John A. Anderson
Office of Fossil Energy
U.S. Department of Energy
Docket Room 3F-056, FE-50
Forrestal Building
1000 Independence Avenue, S.W.
Washington, DC 20585

Re: Alturas LLC
FE Docket No. 14-_____-LNG
Application For Long-Term Authorization To Export Liquefied Natural Gas To Free Trade Agreement Countries

Dear Mr. Anderson:

We hereby submit, on behalf of Alturas LLC, an application (the "**Application**") for long-term authorization to export up to a total of 1.5 million metric tons (approximately 73 billion standard cubic feet) per year of domestically produced liquefied natural gas ("**LNG**") over a 20-year period commencing the earlier of the date of first export or five years from the date the requested authorization is granted. Alturas LLC is requesting this authority both on its own behalf and as agent for others who may hold title to the LNG at the time of export.

As reflected in the enclosed application, Alturas LLC is requesting that such long-term authorization permit it to export to any country which has or in the future develops the capacity to import LNG via ocean-going carriers (by use of either approved ISO IMO7/TVAC-ASME LNG containers transported on ocean-going carriers or ocean-going LNG bulk carriers) and with which the United States currently has or in the future will have, a Free Trade Agreement requiring national treatment for natural gas.

Concurrent with this submission, Alturas LLC is submitting a check in the amount of $50.00, the applicable filing fee pursuant to 10 C.F.R. § 590.207. Should you have any questions, please contact the undersigned.

Respectfully submitted,

Julie H. Mayo

Julie H. Mayo
Partner

Enclosures

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

ALTURAS LLC **Docket No. 14-_____-LNG**

APPLICATION OF ALTURAS LLC FOR LONG-TERM AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS TO FREE TRADE AGREEMENT COUNTRIES

Communication regarding this application should be addressed to:

Julie Hutchings Mayo
Partner
Pillsbury Winthrop Shaw Pittman LLP
909 Fannin St., Ste 2000
Houston, Texas 77010

David P. Smith
President
Alturas LLC
2355 Main Street, Suite 210
Irvine, California 92614

April 18, 2014

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
OFFICE OF FOSSIL ENERGY

ALTURAS LLC **Docket No. 14-_____-LNG**

APPLICATION OF ALTURAS LLC FOR LONG-TERM AUTHORIZATION TO EXPORT LIQUEFIED NATURAL GAS TO FREE TRADE AGREEMENT COUNTRIES

Pursuant to Section 3 of the Natural Gas Act[1] and Part 590 of the regulations of the Department of Energy ("**DOE**")[2] Alturas LLC, a Delaware limited liability company ("**Applicant**"), submits this application ("**Application**") to the DOE Office of Fossil Energy ("**DOE/FE**") for long-term, multi-contract authorization to export up to a total of 1.5 million metric tons per annum[3] of liquefied natural gas ("**LNG**") for a 20-year period, commencing on the earlier of the date of first export or five years from the date the requested authorization is granted.

In this Application, Applicant requests authorization to export domestically produced LNG from a facility (as described below in Section III) to be constructed, owned and operated by WesPac Midstream LLC or a subsidiary thereof (collectively, "**WesPac**") near Port Arthur, Texas ("**Port Arthur Facility**"), to any country which has, or in the future develops, the capacity to import LNG via ocean-going carriers (by use of either approved ISO IMO7/TVAC-ASME LNG containers transported on ocean-going carriers or ocean-going LNG bulk carriers), and with which the United States currently has, or in the future will have, a Free Trade Agreement

---

[1] 15 U.S.C. § 717b (2012).

[2] 10 C.F.R. § 590 (2012).

[3] Approximately 73 billion standard cubic feet ("**bscf**") per year. This represents the maximum total of LNG that Applicant expects to export in any year during the period of authorization to FTA countries.

("**FTA**") requiring national treatment for natural gas.[4] Applicant is requesting this authority both on its own behalf and as agent for others who may hold title to the LNG at the time of export.

Section 3(c) of the Natural Gas Act, as amended by § 201 of the Energy Policy Act of 1992, established a statutory presumption that exports to countries with an FTA must be authorized. Such exports are "deemed to be within the public interest," and applications for such exportation "shall be granted without modification or delay."[5]

In support of this Application, Applicant respectfully states the following:

I.

DESCRIPTION OF APPLICANT

The exact legal name of the applicant is "Alturas LLC". Applicant is a limited liability company organized under the laws of the State of Delaware and is a wholly-owned subsidiary of WesPac Midstream LLC. The principal place of business of Applicant is located at 2355 Main St., Suite 210, Irvine, CA 92614.

WesPac Midstream LLC is the successor to WesPac Energy LLC, an energy infrastructure development entity formed in 1998 to originate, finance, construct and initiate operations for complex critical midstream energy logistics systems. WesPac Midstream LLC's ownership includes investment funds sponsored and managed by Highstar Capital LP, an independent infrastructure investment firm with over $7 billion invested in energy infrastructure

---

[4] As of the date of this Application, the United States has free trade agreements requiring national treatment for trade in natural gas and LNG with Australia, Bahrain, Canada, Chile, Columbia, Dominican Republic, El Salvador, Guatemala, Honduras, Jordan, Mexico, Morocco, Nicaragua, Oman, Panama, Peru, Republic of Korea and Singapore.

[5] 15 U.S.C. § 717b(c) (2012). ("For purposes of l5 U.S.C. § 717b(a) of this section, the importation of the natural gas referred to in 15 U.S.C. § 717b(b) of this section, or the exportation of natural gas to a nation with which there is in effect a free trade agreement requiring national treatment for trade in natural gas, shall be deemed to be consistent with the public interest, and applications for such importation or exportation shall be granted without modification or delay.").

entities, and Primoris Services Corporation (PRIM:NASDQ), one of the largest construction services enterprises in the U.S., with affiliates such as ARB and James Construction that engineer and construct large scale energy infrastructure projects.

II.

COMMUNICATIONS

Communications regarding this Application should be directed to the following:

Julie Hutchings Mayo
Partner
Pillsbury Winthrop Shaw Pittman LLP
909 Fannin St., Ste 2000
Houston, Texas 77010

David P. Smith
President
Alturas LLC
2355 Main Street, Suite 210
Irvine, California 92614

III.

DESCRIPTION OF THE FACILITY

WesPac has a long-standing relationship with the Port of Port Arthur, Texas ("**Port Arthur**"), and has been actively engaged with Port Arthur since 2010 regarding the development of a marine terminal facility. As evidenced by Amendments No. 4 and 5[6] to the Option Agreement attached hereto as Appendix A, WesPac has maintained an exclusive arrangement with Port Arthur to enter into a 30-year lease of approximately 40 acres of land located on the Sabine-Neches Waterway. Through its wholly-owned subsidiary, Gulfgate Terminal LLC, WesPac has obtained permits from the U.S. Army Corps of Engineers, attached hereto as Appendix B, to construct marine facilities capable of handling Suezmax-sized vessels. The LNG project contemplated by WesPac would consist of liquefaction, storage, processing, pipeline,

[6] We note that Amendment No. 5 (i) was approved by the Port Arthur at its regular meeting on March 19, 2014, (ii) was executed by WesPac and (iii) is with Port Arthur for execution, which WesPac expects will occur early next week. The option payment required by Amendment No. 5 was remitted by WesPac on April 15th.

electrical, marine docks and other facilities capable of liquefying up to 200,000 MMBtu/day of natural gas and storing up to 2 BCF of natural gas within the confines of the 40 acre site, all pursuant to applicable local, state and federal rules and regulations. As this project is in the early development stage, Applicant is also evaluating alternative projects and will amend this Application or seek to amend the authorization, once granted by DOE, if Applicant elects to utilize any such alternate project for the export of LNG.

IV.

AUTHORIZATION REQUESTED

Applicant requests long-term, multi-contract authorization to export up to a total of 1.5 million metric tons per annum of domestically produced LNG (equivalent to approximately 73 bscf of LNG per year) from the Port Arthur Facility for a period of 20 years beginning the earlier of the date of first export or the fifth anniversary of the date export authorization is granted by DOE/FE. Applicant requests that such long-term authorization provide for export from the Port Arthur Facility, located on the Gulf Coast of the United States, to any country that has, or in the future will have, the capacity to import LNG via ocean-going carrier (by use of either approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers or ocean-going LNG bulk carriers), and with which the United States currently has, or in the future will have, an FTA requiring the national treatment for trade in natural gas and LNG. Applicant is requesting this authority on its own behalf and as agent for others who may hold title to the LNG at the time of export.

WesPac will produce LNG at the Port Arthur Facility. Applicant may in the future produce or take delivery of LNG from new or expanded LNG facilities related to the Port Arthur Facility, in which case the owners of those facilities or WesPac, as applicable, will obtain any

necessary state, local or federal permits before any such modifications, expansions, new facilities or deliveries occur. Applicant will transport LNG from the Port Arthur Facility to buyers using either approved ISO IM07/TVAC-ASME LNG containers transported on ocean-going carriers or ocean-going LNG bulk carriers. Applicant may also transport LNG in ISO containers to and from ocean-going carriers over highways (via truck) and/or along railways (via railcars). Containers and carriers used for transportation within the United States will comply with all Association of American Railroads and United States Department of Transportation regulations, and the third parties with which Applicant will be contracting to handle such transportation will comply with all hazardous material and cryogenic handling regulations and requirements, including employee training, in addition to obtaining any state permits required for transportation of LNG.

V.

EXPORT SOURCES

The source of natural gas supply to be exported by Applicant will be the robust United States natural gas market, which now includes natural gas produced from shale deposits. The Port Arthur Facility will receive natural gas from one or more intrastate and interstate pipelines operating in the general vicinity of the project. Applicant has identified five existing pipelines in the vicinity of the Port Arthur Facility with which interconnections could be made for delivery of gas to the project, and Applicant intends to purchase gas from capacity holders thereon to supply the Port Arthur Facility. Applicant will obtain LNG by liquefying domestically produced natural gas at the Port Arthur Facility; it may also negotiate and enter into agreements to export such LNG as an agent for other entities who otherwise hold title to the LNG produced. Applicant will advise DOE/FE and obtain any necessary state, local or federal permits before any modifications,

expansions or additions are made to the Port Arthur Facility and prior to any deliveries of LNG from the expanded or modified Port Arthur Facility related to the authorization obtained by this Application.

The provisions of 10 C.F.R. § 590.202(b) require applicants to supply transaction-specific supporting information "to the extent practicable."[7] Applicant expects to enter into and intends to file with DOE/FE, under seal, all executed long-term contracts related to (1) the acquisition of natural gas supplies for the Port Arthur Facility or (2) the purchase and sale of LNG produced from the Port Arthur Facility; these contracts will be filed with DOE/FE after their execution and Applicant will provide public versions of these contracts for posting. DOE/FE has previously found that this commitment conforms to the requirements of 10 C.F.R. § 590.202(b).[8] Applicant expects to begin exporting LNG under such long-term agreements as early as the 3rd quarter of 2016, pending receipt of authorization from DOE/FE.

Applicant may serve as the exporter and transporter of LNG under any authorization granted pursuant to this Application, and it may also negotiate and enter into agreements with domestic LNG suppliers that desire to export LNG from the Port Arthur Facility under Applicant's authorization. If Applicant enters into agreements to export LNG as an agent of another entity under an authorization granted pursuant to this Application, Applicant will file or cause to be filed all such contracts with DOE/FE under seal following their execution and will file or cause to be filed public versions of these contracts for posting.

---

[7] 10 C.F.R. § 590.202(b) requests certain information, "to the extent applicable," and "supported to the extent practicable by necessary data or documents," regarding the source and security of the natural gas supply proposed for export, including contract volume and a description of the specific gas reserves supporting the project during the time of the requested export authorization.

[8] *Sabine Pass Liquefaction, LLC*, FE Docket No. 10-85-LNG, Order No. 2833 (Sept. 7, 2010); *see also, Freeport LNG Expansion, L.P. and FLNG Liquefaction, LLC*, FE Docket No. 10-160-LNG, Order No. 2913 (February 10, 2011).

VI.

STANDARD OF REVIEW

This Application is submitted pursuant to the standard established by the Energy Policy Act of 1992, under which applications for export to FTA countries are deemed to be in the public interest and must be granted without modification or delay.[9] This Application is presumptively in the public interest, and the long-term authorization requested by Applicant is also compatible with the principles established by DOE/FE's Policy Guidelines,[10] which promote free and open trade by minimizing federal control and involvement in energy markets, and DOE Delegation Order No. 0204-111, which requires "consideration of the domestic need for the gas to be exported."

As DOE/FE has recognized, United States consumers currently have access to substantial quantities of natural gas as a result of, among other things, technological advances in production that have allowed for development of previously undeveloped reserves of domestic shale gas.[11] The Annual Energy Outlook 2013 ("**AEO 2013**"), prepared by the U.S. Energy Information Administration ("**EIA**"), forecasted that natural gas production is anticipated to continue to outpace domestic consumption through 2040,[12] and the AEO 2013 Reference case projects a 44% increase in total natural gas production from 2011 through 2040.[13] AEO 2013 also forecasted shale gas production would be the "greatest contributor" to natural gas production growth, increasing by 113% from 2011 to 2040 and constituting an estimated 50% of total U.S.

---

[9] 15 U.S.C. § 717b(c) (2012), *supra* note 5.

[10] Policy Guidelines and Delegation Orders Relating to the Regulation of Imported Natural Gas, 49 Fed. Reg. 6,684 (Feb. 22, 1984).

[11] *Cheniere Marketing, LLC*, FE Docket No. 10-31-LNG, Order No. 2795 (June 1, 2010).

[12] U.S. ENERGY INFORMATION ADMINISTRATION, ANNUAL ENERGY OUTLOOK 2013 78, (2013) *available* at http://www.eia.gov/forecasts/archive/aeo13/pdf/0383(2013).pdf.

[13] *Id.* at 79.

natural gas production by 2040.[14] The production increase, led by the development of shale gas resources, coupled with a decrease in prices,[15] is projected to result in a surplus, thereby allowing increased exports.[16] Such supply and pricing data contribute to an expected decrease in LNG imports and increase in LNG exports that may result in the United States becoming a net exporter of LNG by 2016, if such trends continue.[17]

The quantities of LNG Applicant proposes to export or act as agent for the sale of those volumes will be produced utilizing the Port Arthur Facility and such quantities are relatively small when compared to those included in recent export applications received by DOE/FE. By allowing Applicant to export LNG, DOE/FE's approval of this Application will benefit domestic natural gas sellers, in addition to supporting President Obama's National Export Initiative.[18]

VII.

ENVIRONMENTAL IMPACT

Applicant will not export any LNG pursuant to the authorization obtained by this Application unless and until the owners of the Port Arthur Facility certify to Applicant that they have obtained any necessary state, local or federal permits or approvals related to facility constructions or modifications. Applicant respectfully requests that DOE/FE issue a conditional order approving this Application, conditioned upon a satisfactory completion of any required environmental review by the empowered governmental agency overseeing the construction of the Port Arthur Facility.

---

[14] *Id.*

[15] *Id.* at Executive Summary, 3.

[16] *Id.* at 78.

[17] *Id.* at Executive Summary, 3.

[18] Exec. Order No. 13,534, 75 Fed. Reg. 12,433 (March 11, 2010).

VIII.

APPENDICES

The following appendices are submitted as part of this Application:

Appendix A Port Arthur Facility Option Agreement Amendments

Appendix B U.S. Army Corps of Engineers Permits

Appendix C Verification

Appendix D Opinion of Counsel

[*remainder of this page intentionally left blank*]

WHEREFORE, for the reasons set forth above, Applicant respectfully requests that DOE/FE grant the long-term, multi-contract export authorization requested herein.

Dated: April 18, 2014

Respectfully submitted,

Alturas LLC

By: _____

David P. Smith
President

APPENDIX A

PORT ARTHUR FACILITY OPTION AGREEMENT AMENDMENTS

[*see following*]

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

AMENDMENT NO. 4
to
OPTION AGREEMENT

This Amendment No. 4 to Option Agreement ("Amendment") is made and entered into effective the 15th day of February, 2013, by and among WesPac Energy LLC, as Optionee, and the Port of Port Arthur Navigation District of Jefferson County, Texas, as POPA (each a "Party" and collectively, the "Parties").

WHEREAS, effective February 17, 2010, Optionee and POPA entered into that certain Option Agreement in contemplation of the development of a deepwater petroleum terminal within POPA's district boundaries near the existing POPA operations and south of Hwy. 82, which Option Agreement is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, effective August 18, 2010, Optionee and POPA entered into that certain Amendment No. 1 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the option period until August 17, 2011 (therein defined as the "First Option Period"), by paying an additional First Option Fee as defined therein; and

WHEREAS, Optionee exercised its option for the First Option Period by paying the First Option Fee, all as more particularly set forth in Amendment No. 1 to Option Agreement, which Amendment No. 1 is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, effective August 17, 2011, Optionee and POPA entered into that certain Amendment No. 2 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the Option Period on a month-to-month basis for so long as Optionee makes the monthly payments provided therein; and

WHEREAS, Optionee has exercised its option to extend the Option Period on a month-to-month basis by paying the monthly payments as set forth in Amendment No. 2 to Option Agreement,

which Amendment No. 2 is attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, effective August 15, 2012, Optionee and POPA entered into that certain Amendment No. 3 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the Option Period until February 15, 2013, without any further payments by Optionee to POPA; and

WHEREAS, Optionee has exercised its option to extend the Option Period until February 15, 2013, without any further payments by Optionee to POPA, as set forth in Amendment No. 3 to Option Agreement, which Amendment No. 3 is attached hereto as Exhibit "D" and incorporated herein by reference; and

WHEREAS, Optionee and POPA have mutually agreed to amend the Option Agreement, as amended, upon the terms and conditions herein provided.

NOW, THEREFORE, for TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, including without limitation the mutual covenants and considerations set forth herein, the receipt and sufficiency of which are hereby acknowledged by the Parties' signatures hereinbelow, Optionee and POPA agree as follows:

1. The Parties acknowledge and understand that this Amendment No. 4 has been approved by the Board of Commissioners of POPA effective February 15, 2013. The Parties agree that the obligations hereunder constitute binding obligations of each Party enforceable in accordance with the terms and conditions of this Amendment.

2. The Parties acknowledge that Optionee has exercised all options and made all payments as required by the Option Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, respectively, all as more particularly set forth in written notices from Optionee to POPA.

3. The Option Agreement, as amended by Amendment No. 1 to Option Agreement, Amendment No. 2 to Option Agreement, and Amendment No. 3 to Option Agreement, is hereby further amended to extend the Option Period until February 15, 2014, upon the following terms and conditions:

A. Upon execution of this Amendment, along with payment by Optionee to POPA of the sum of $50,000 (an amount equal to $10,000 per month for the monthly periods beginning February 15, 2013 through June 15, 2013, respectively), all of which must occur before June 30, 2013, the Option Period shall be extended on a month-to-month basis for so long as Optionee continues to make such $10,000 monthly payments in advance beginning on July 15, 2013, and continuing on or before the same day of each month thereafter until the earlier to occur of (i) exercise of the option as set forth in the Option Agreement or (ii) February 13, 2014, at which time the Option Agreement, as amended, will terminate, unless amended or renewed in writing signed by the Parties before such date.

B. The $50,000 and $10,000 payments referred to in paragraph 3.A. above are non-refundable and shall not be applied to any lease payments to be made by Optionee to POPA in the event the option is exercised; provided, however, that in the event Optionee in its sole discretion so desires while this Amendment is in effect, Optionee may pay to POPA a lump sum payment in an amount equal to $200,000 less the amount of payments actually made to POPA in accordance with paragraph 3.A. above, which lump sump payment will be in lieu of any further $10,000 monthly payments, will be non-refundable, and will be applied as a credit to any lease payments to be paid by Optionee to POPA in the event the option described in the Option Agreement is exercised by Optionee.

Except as set forth in this Amendment, all other terms and conditions of the Option Agreement, as previously amended, shall remain in full force and effect.

This Amendment may be signed in counterparts, all of which shall be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed in two or more counterparts effective as of February 15, 2013.

WESPAC ENERGY LLC

By: Barry McLeod

Its: EXECUTIVE VICE PRESIDENT

PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS

By: John A Comeaux

Its: Board President

Susan W. Manrow, Notary Public

This instrument was acknowledged before me on June _____, 2013 by Barry McLeod _____ of WesPac Energy LLC.

NOTARY PUBLIC
FOR THE STATE OF _____
My commission expires: _____

This instrument was acknowledged before me on June 25 2013 by John Comeaux of Port of Port Arthur Navigation District of Jefferson County, Texas.

FLOYD GASPARD
Notary Public, State of Texas
My Commission Expires
July 21, 2014

Floyd L Gaspard 3rd

NOTARY PUBLIC
FOR THE STATE OF TEXAS
My commission expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On July 1, 2013 (Date) before me, Susan W. Manrow, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Barry R. Pearl (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUSAN W. MANROW
Commission # 1945111
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Susan W. Manrow (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☑ Corporate Officer — Title(s): Executive Vice President	☐ Corporate Officer — Title(s):
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Wespac Energy LLC	Signer Is Representing:

© 2012 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

STATE OF TEXAS	§	**AMENDMENT NO. 5**
	§	**to**
COUNTY OF JEFFERSON	§	**OPTION AGREEMENT**

This Amendment No. 5 to Option Agreement ("Amendment") is made and entered into effective the 15th day of February, 2014, by and among WesPac Midstream LLC, successor in interest to WesPac Energy LLC pursuant to Assignment and Bill of Sale dated September 30, 2013, as amended, which assignment and assumption were approved by POPA (defined below) by written instrument dated September 12, 2013, as Optionee, and the Port of Port Arthur Navigation District of Jefferson County, Texas, as POPA (each a "Party" and collectively, the "Parties").

WHEREAS, effective February 17, 2010, Optionee and POPA entered into that certain Option Agreement in contemplation of the development of a deepwater petroleum terminal within POPA's district boundaries near the existing POPA operations and south of Hwy. 82, which Option Agreement is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, effective August 18, 2010, Optionee and POPA entered into that certain Amendment No. 1 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the option period until August 17, 2011 (therein defined as the "First Option Period"), by paying an additional First Option Fee as defined therein; and

WHEREAS, Optionee exercised its option for the First Option Period by paying the First Option Fee, all as more particularly set forth in Amendment No. 1 to Option Agreement, which Amendment No. 1 is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, effective August 17, 2011, Optionee and POPA entered into that certain Amendment No. 2 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the Option Period on a month-to-month basis for so long as Optionee makes the monthly payments provided therein; and

WHEREAS, Optionee has exercised its option to extend the Option Period on a month-to-month basis by paying the monthly payments as set forth in Amendment No. 2 to Option Agreement, which Amendment No. 2 is attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, effective August 15, 2012, Optionee and POPA entered into that certain Amendment No. 3 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the Option Period until February 15, 2013, without any further payments by Optionee to POPA; and

WHEREAS, Optionee has exercised its option to extend the Option Period until February 15, 2013, without any further payments by Optionee to POPA, as set forth in Amendment No. 3 to Option Agreement, which Amendment No. 3 is attached hereto as Exhibit "D" and incorporated herein by reference; and

WHEREAS, effective February 15, 2013, Optionee and POPA entered into that certain Amendment No. 4 to Option Agreement pursuant to which, among other things, Optionee was given an option to extend the Option Period until February 15, 2014, by making the additional payments provided therein; and

WHEREAS, Optionee has exercised its option to extend the Option Period until February 15, 2014, by paying the additional payments as set forth in Amendment No. 4 to Option Agreement, which Amendment No. 4 is attached hereto as Exhibit "E" and incorporated herein by reference; and

WHEREAS, Optionee and POPA have mutually agreed to amend the Option Agreement, as amended, upon the terms and conditions herein provided.

NOW, THEREFORE, for TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, including without limitation the mutual covenants and considerations set

forth herein, the receipt and sufficiency of which are hereby acknowledged by the Parties' signatures hereinbelow, Optionee and POPA agree as follows:

1. The Parties acknowledge and understand that this Amendment No. 5 has been approved by the Board of Commissioners of POPA effective February 15, 2014. The Parties agree that the obligations hereunder constitute binding obligations of each Party enforceable in accordance with the terms and conditions of this Amendment.

2. The Parties acknowledge that Optionee has made all payments as required by the Option Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4, respectively.

3. The Option Agreement, as amended by Amendment No. 1 to Option Agreement, Amendment No. 2 to Option Agreement, Amendment No. 3 to Option Agreement, and Amendment No. 4 to Option Agreement, is hereby further amended to extend the Option Period until September 17, 2014, upon the following terms and conditions:

A. Upon execution of this Amendment, the Option Period shall be extended on a month-to-month basis for so long as Optionee continues to make $10,000 monthly payments in advance beginning on April 15, 2014 and continuing on or before the same day of each month thereafter until the earlier to occur of (i) exercise of the option as set forth in the Option Agreement or (ii) September 17, 2014, at which time the Option Agreement, as amended, will terminate, unless amended or renewed in writing signed by the Parties before such date.

B. The $10,000 payments referred to in paragraph 3.A. above are non-refundable and shall not be applied to any lease payments to be made by Optionee to POPA in the event the option is exercised.

Except as set forth in this Amendment, all other terms and conditions of the Option Agreement, as previously amended, shall remain in full force and effect.

This Amendment may be signed in counterparts, all of which shall be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed in two or more counterparts effective as of February 15, 2014.

WESPAC MIDSTREAM LLC

By: _____

Its: EXECUTIVE VICE PRESIDENT

PORT OF PORT ARTHUR NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS

By: _____

Its: _____

This instrument was acknowledged before me on April 17, 2014 by BARRY R. PEARL of WesPac Midstream LLC.

_____
NOTARY PUBLIC
FOR THE STATE OF California
My commission expires: 7/11/2015

ANNE MANSOUR
Commission # 1940873
Notary Public - California
Orange County
My Comm. Expires Jul 11, 2015

This instrument was acknowledged before me on April ____, 2014 by _____ of Port of Port Arthur Navigation District of Jefferson County, Texas.

_____
NOTARY PUBLIC
FOR THE STATE OF TEXAS
My commission expires: _____

APPENDIX B

U.S. ARMY CORPS OF ENGINEERS PERMITS

[*see following*]

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON TX 77553-1229

April 12, 2012

REPLY TO
ATTENTION OF:
Evaluation Section

SUBJECT: Permit Application – SWG-2011-00437

Tom Jensen
Gulfgate Terminal, LLC
2355 Main Street, Suite 210
Irvine, California 92614-4252

Dear Mr. Jensen:

The above numbered permit has been approved and a signed copy is enclosed for your retention.

Also enclosed are ENG Form 4336, and a copy of "Notice to Permittee" which provides important information for permit administration. You should notify the District Engineer, in writing, upon completion of the authorized work. A pre-addressed postcard has been enclosed for your convenience. To assist us in improving our service to you, please complete the survey found at http://per2.nwp.usace.army.mil/survey.html.

Sincerely,

Kimberly S. McLaughlin
Chief, Evaluation Section

Enclosures

Copies Furnished:

Commander (dpb), Eighth Coast Guard District, Hale Boggs Federal Building, 501 Magazine Street, New Orleans, Louisiana 70130-3396 w/encl

Director, National Ocean Service, Coast & Geo. Sur., Mapping & Charting Branch, Source Data Unit, Attn: N/CG2211, Station 7317, SSMC3, 1315 East-West Highway, Silver Spring, Maryland 20910-3233

NOTICE TO PERMITTEES

Department of the Army Permits for Work in Navigable Waters require attention to administration and policies which are often misunderstood or disregarded. To avoid possible misinterpretations and to expedite procedures, permit post-authorization requirements and pertinent information are outlined as follows:

1. Permits remain in effect until revoked, relinquished, or the structures are removed. An extension of time for completion of structures or work may be granted provided that a public notice is issued and that evidence is furnished of the bona fide intention of the permittee to complete the work within a reasonable time. If work or structures are not completed within the time provided in the permit, it is the permittee's responsibility to request an extension of time at least 4 months before the expiration date.

2. Maintenance of authorized completed structures may be done at any time without extending the completion period. It is, however, required that the District Commander be notified prior to commencement of maintenance.

3. SPECIAL REGULATIONS GOVERN MAINTENANCE WORK INVOLVING DREDGING OR FILL. This maintenance is not authorized by the original permit and specific prior approval is required before such work is commenced in navigable waters. Your request for authorization should be submitted in time for public notice requirements and coordination with other agencies.

4. If ownership of structures or work covered by a permit is transferred, the District Commander must be notified immediately. The notification will provide information so that permit responsibilities can be changed to the new owner or assignee.

5. Permittees are reminded that the Area Engineer must be notified as soon as possible of the time for commencement of construction or work, and immediately upon completion. If pipelines across Federal project channels are covered by the permit, the Area Engineer should be informed of the date the pipelines are to be placed in time for him to arrange for an inspector to be present.

6. All material changes in location or plans must be submitted promptly to the District Commander for approval before construction is begun.

7. Permits should not be considered as an approval of design features of any structure authorized or an implication that such structure is adequate for the purpose intended.

DISTRICT COMMANDER
GALVESTON DISTRICT
CORPS OF ENGINEERS

SWG FL 279
24 April 85

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON TX 77553-1229

March 28, 2012

REPLY TO
ATTENTION OF:
Evaluation Section

SUBJECT: Permit Application – SWG-2011-00437

Tom Jensen
Gulfgate Terminal, LLC
2355 Main Street, Suite 210
Irvine, California 92614-4252

Dear Mr. Jensen:

Enclosed for your review and signature are two copies of an initial proffered permit for activities conducted in waters of the United States, including wetlands.

If you decline the terms and special conditions of this initial proffered permit, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. To initiate the appeal process, regarding the terms and special conditions of the permit, you must return the unsigned permit and write a letter to the District Engineer explaining your objections to the permit.

If you accept the initial proffered permit, sign and date both copies in the spaces provided. A fee in the amount of $100.00 must be paid before the permit can be approved. Your check should be made payable to the U.S. Army Engineer District, Galveston, and mailed to the District Engineer at the above address.

Within ten days, both original copies of the accepted permit should be returned to us for approval. Once countersigned, one copy of the signed permit will be returned to you. The permit is not valid until signed by us.

A detailed description of the appeal process can be found at: http://www.usace.army.mil/CECW/Documents/cecwo/reg/materials/33cfr331.pdf. We are ready to assist you in whatever way possible. If you have any questions, please call Jeffrey F. Pinsky at 409-766-3087.

Sincerely,

Kimberly D McLaughlin
Kimberly S. McLaughlin
Chief, Evaluation Section

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee Gulfgate Terminal, LLC

Permit No. SWG-2011-00437

Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To construct a bulk liquid terminal located on the Sabine-Neches Waterway which includes dredge work, construction of a dock and associated mooring and breasting structures, the construction of a bulkhead and shoreline protection, the grading and filling of the site for landside services, the construction of a boat ramp, and the use of horizontal directional drill methods for the installation of a pipeline from the terminal to existing tanks. A combination of mechanical and hydraulic dredge methods will be used to dredge a vessel berth and turning basin to -52 feet Mean Low Tide, which will result in the displacement of approximately 1.9 million cubic yards of dredge materials. The dredge materials will be placed in Dredge Material Placement Areas (DMPAs) 8, 9A, 9B, and 11. The grading, filling, and excavation activities will impact 1.27 acres of wetlands. The project will be conducted in accordance with the attached plans, in 19 sheets, and the Mitigation Plan, which is included as Appendix B, in 8 sheets.

Project Location: On the Sabine-Neches Waterway, immediately south of the State Highway 82 Martin Luther King Bridge, in Jefferson County, Texas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31 December 2017. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee understands and agrees that if future operations by the United States require the removal, relocation or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers (CE), to remove, relocate or alter the structural work or obstructions caused thereby without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. The area subject to this permit is being studied by the United States for possible improvements or modifications. The permittee is hereby notified that if these or future operations occur and require any facility, pipeline or other structure to be moved to accommodate a Federal navigation or flood control improvement in navigable waters, the owners of said facility, pipeline or other structure will be required to remove or relocate the facility, pipeline or other structure at the owner's expense.

3. The permittee is required to obtain a CE Galveston District Real Estate Outgrant prior to utilizing the CE DMPAs.

4. The permittee must coordinate the use of the following DMPAs: 8, 9A, 9B, and 11, with the CE Galveston District's Port Arthur Area Resident Office, the Navigation Branch, and the Operations Division, at least 60 days prior to conducting any and all work in or affecting the disposal areas to assure that the work will not conflict with U. S. Government dredging or disposal area management activities.

5. All construction of mitigation, including planting, must be complete within 12 months after start of construction within jurisdictional areas. The permittee will notify the CE, Chief of Compliance, Galveston District, Regulatory Branch, in writing, when the work begins in jurisdictional areas. Monitoring and maintenance will proceed according to the mitigation plan.

6. The mitigation success criteria, as indicated in the mitigation plan included in Appendix B, must be achieved for the mitigation requirement to be considered complete.

7. Should mitigation be determined to be unsuccessful by CE personnel at the end of the monitoring period, the permittee will be required to take necessary corrective measures, as approved by the CE. Once the corrective measures are completed, the permittee will notify the CE and a determination will be made regarding success of the mitigation.

8. Commercial shipping activities serving the Gulfgate Terminal can only commence once the breakwater shown in Appendix A of the project plans is constructed.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Thomas F. [signature] 4/5/12

(PERMITTEE) *(DATE)*

GULFGATE TERMINAL, LLC

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Kimberly S. McLaughlin 4/12/12

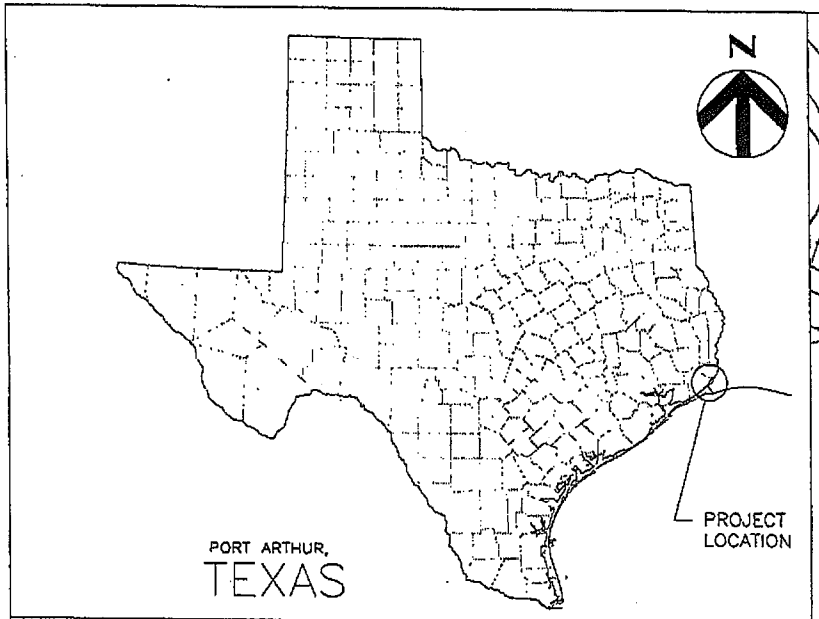
(DISTRICT ENGINEER) *(DATE)*

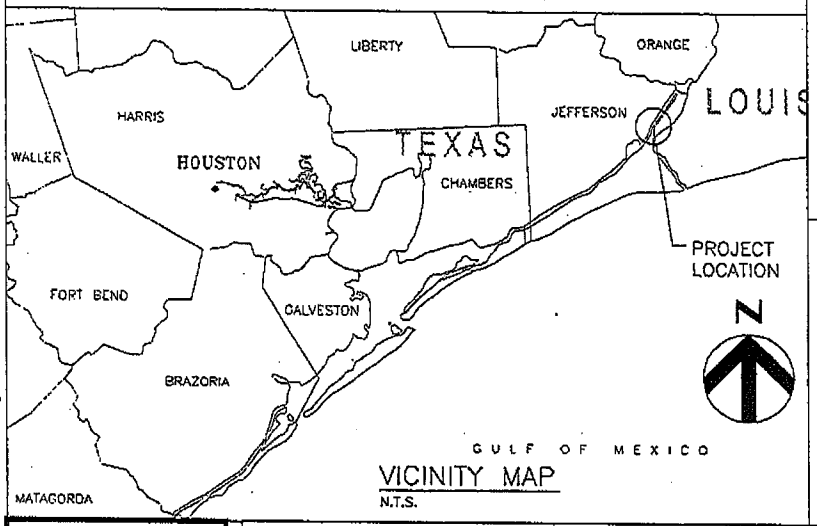
KIMBERLY S. MCLAUGHLIN, CHIEF
EVALUATION SECTION
FOR COLONEL CHRISTOPHER W. SALLESE

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

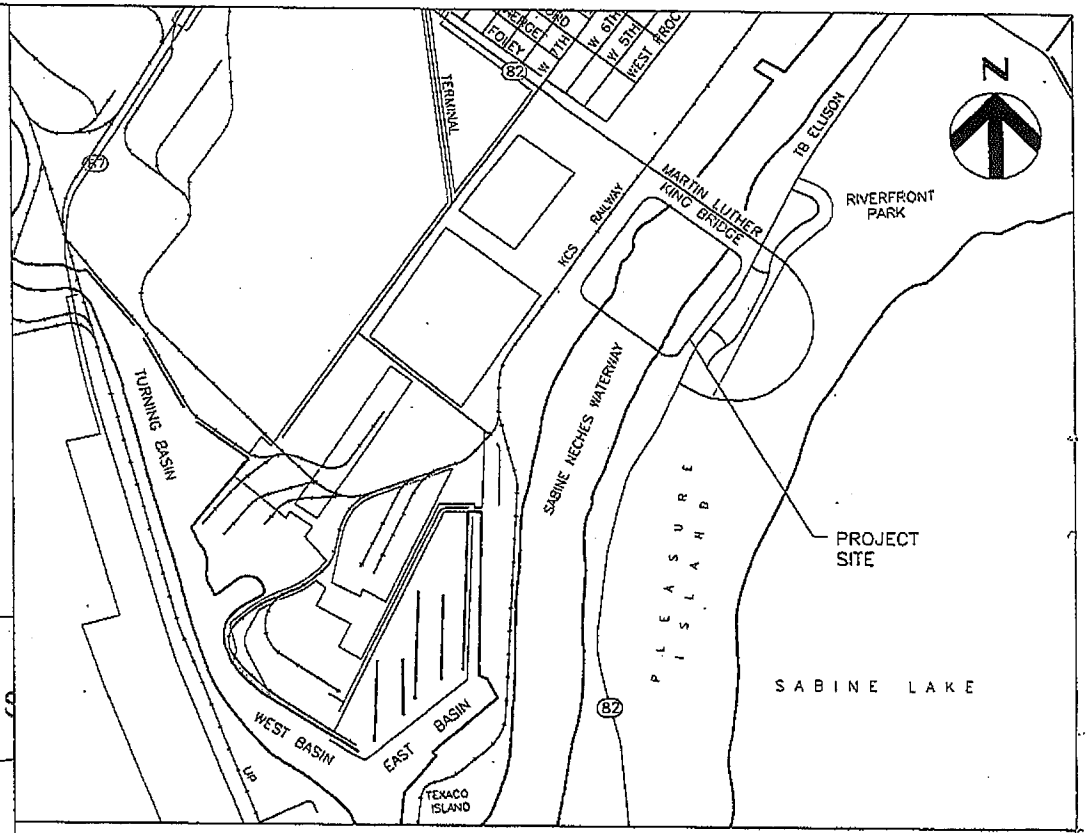
(TRANSFEREE – Typed/Printed Name) *(DATE)*

(TRANSFEREE - Signature) *(Mailing Address)*





VICINITY MAP
N.T.S.



LOCATION MAP
N.T.S.

PERMITTED PLANS

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

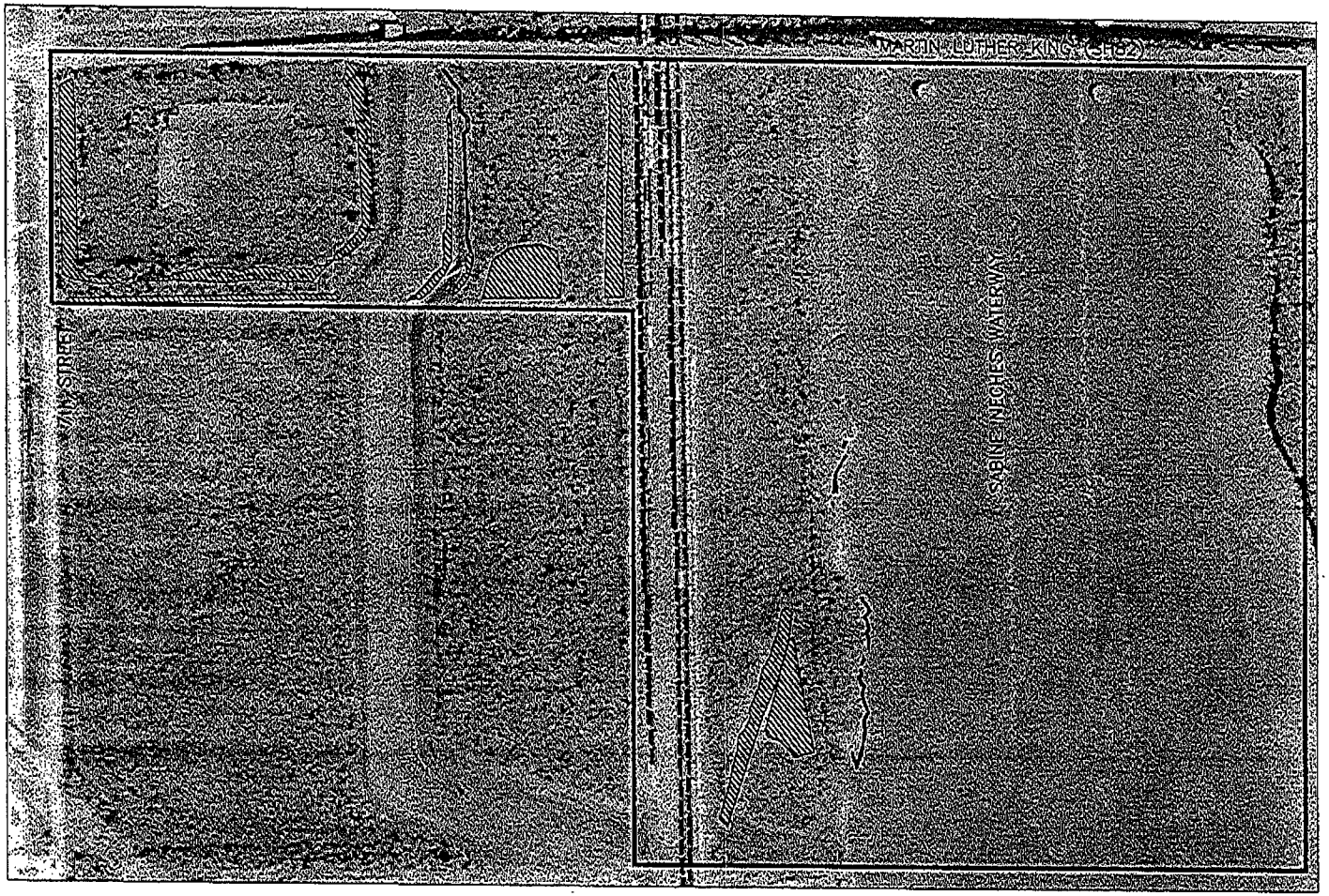
SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 1 of 19

DATUM: N/A

REV. DATE:

C:\pwworking\dallid0225751\00U-01.dwg, Plot, 7/27/2011 1:49:39 PM

JAN 27 2012



N

0 250' 500'

LEGEND

- PROJECT AREA
- EXISTING FRESHWATER WETLAND 4.69 AC.
- EXISTING SALTMARSH WETLAND 0.09 AC.

PERMITED PLANS

JAN 27 2012

EXISTING CONDITIONS

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 2 of 19

DATUM: N/A

REV. DATE: 7/11

N

0 200' 400'

LEGEND

- PROJECT AREA
- EXISTING FRESHWATER WETLAND 1.19 AC.
- EXISTING SALTMARSH WETLAND 0.09 AC.

PERMITTED PLANS

EXISTING CONDITIONS DETAIL – PROJECT SITE

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

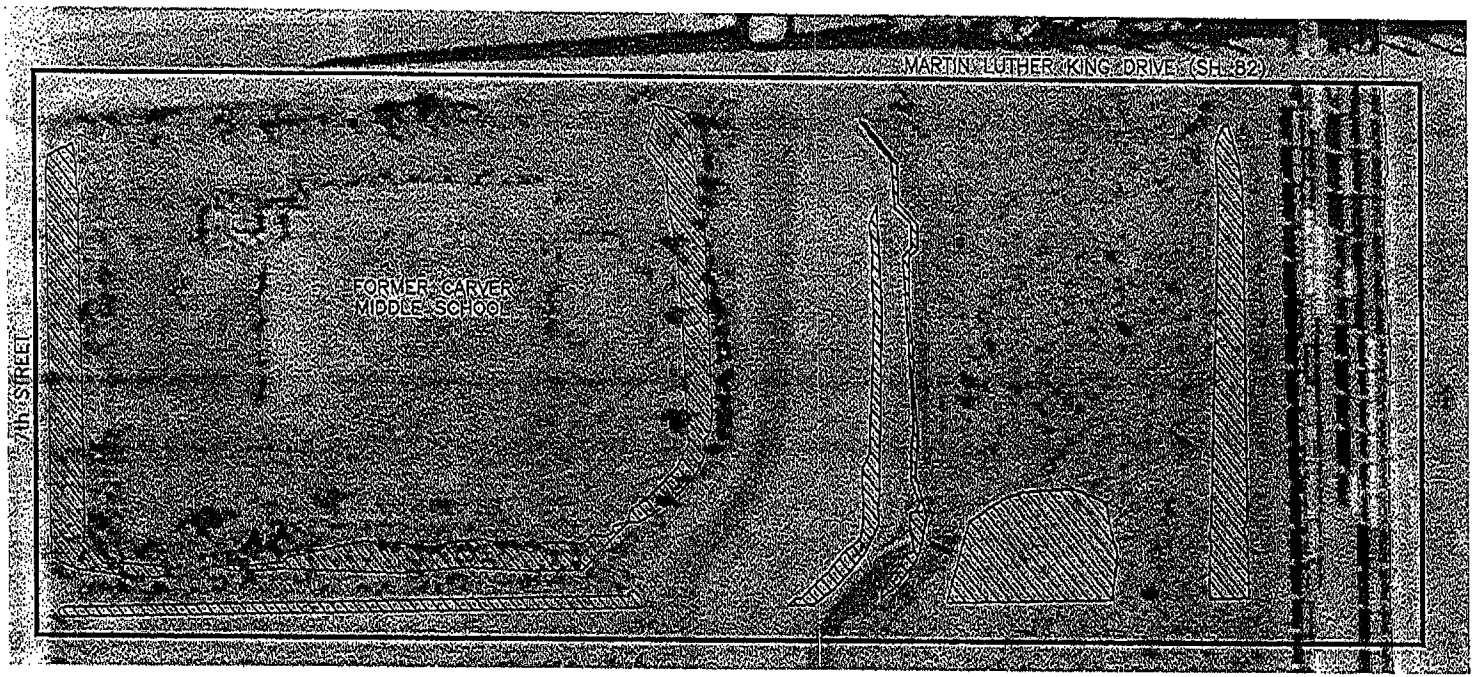
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 3 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



N

0 125' 250'

LEGEND

PROJECT AREA

EXISTING FRESHWATER WETLAND 3.50 AC.

PERMITTED PLANS

EXISTING CONDITIONS DETAIL—PIPELINE ROUTE

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 764

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 4 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012

N

Ø 250' 500'

LEGEND

PROJECT AREA

AVOIDED WETLANDS

PROPOSED WETLAND IMPACTS			
TYPE	FILL	EXCAVATION	TOTAL
FRESHWATER WETLAND	Ø.62 AC.	Ø.57 AC.	1.19 AC.
SALTMARSH WETLAND	Ø.ØØ AC.	Ø.Ø9 AC.	Ø.Ø9 AC.
TOTAL	Ø.62 AC.	Ø.66 AC.	1.28 AC.

PERMITTED PLANS

NOTE:
1. PROPOSED PIPELINE TO BE DIRECTIONLLY DRILLED.
2. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PLAN VIEW – PROPOSED PROJECT

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: Ø4/27/11

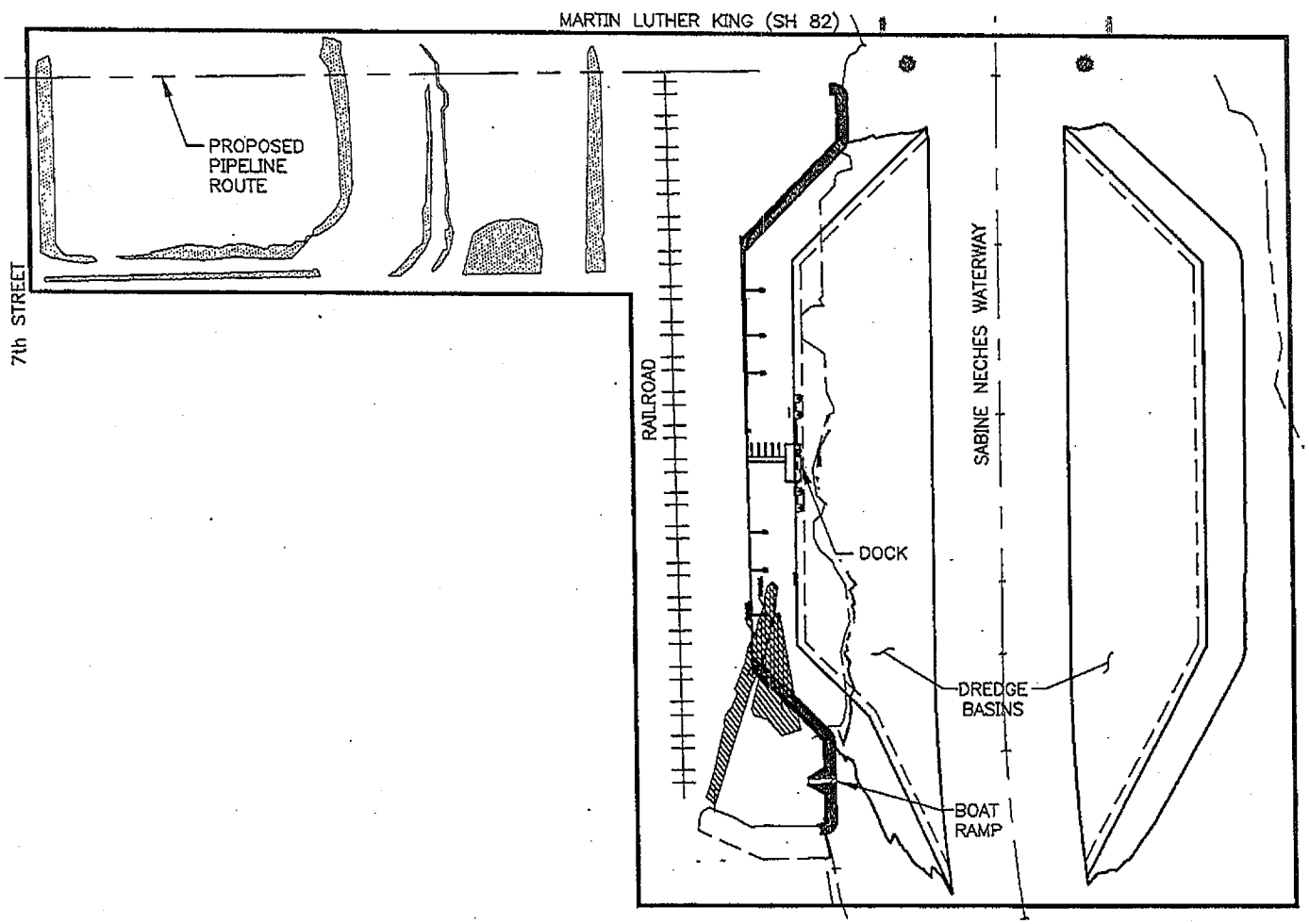
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 5 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



LEGEND

PROJECT AREA

AVOIDED WETLANDS

PROPOSED WETLAND IMPACTS			
TYPE	FILL	EXCAVATION	TOTAL
FRESHWATER WETLAND	Ø.62 AC.	Ø.57 AC.	1.19 AC.
SALTMARSH WETLAND	Ø.ØØ AC.	Ø.Ø9 AC.	Ø.Ø9 AC.
TOTAL	Ø.62 AC.	Ø.66 AC.	1.28 AC.

PERMITTED PLANS

NOTE:
1. PROPOSED PIPELINE TO BE DIRECTIONLLY DRILLED.
2. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PLAN VIEW – PROPOSED PROJECT

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: Ø4/27/11

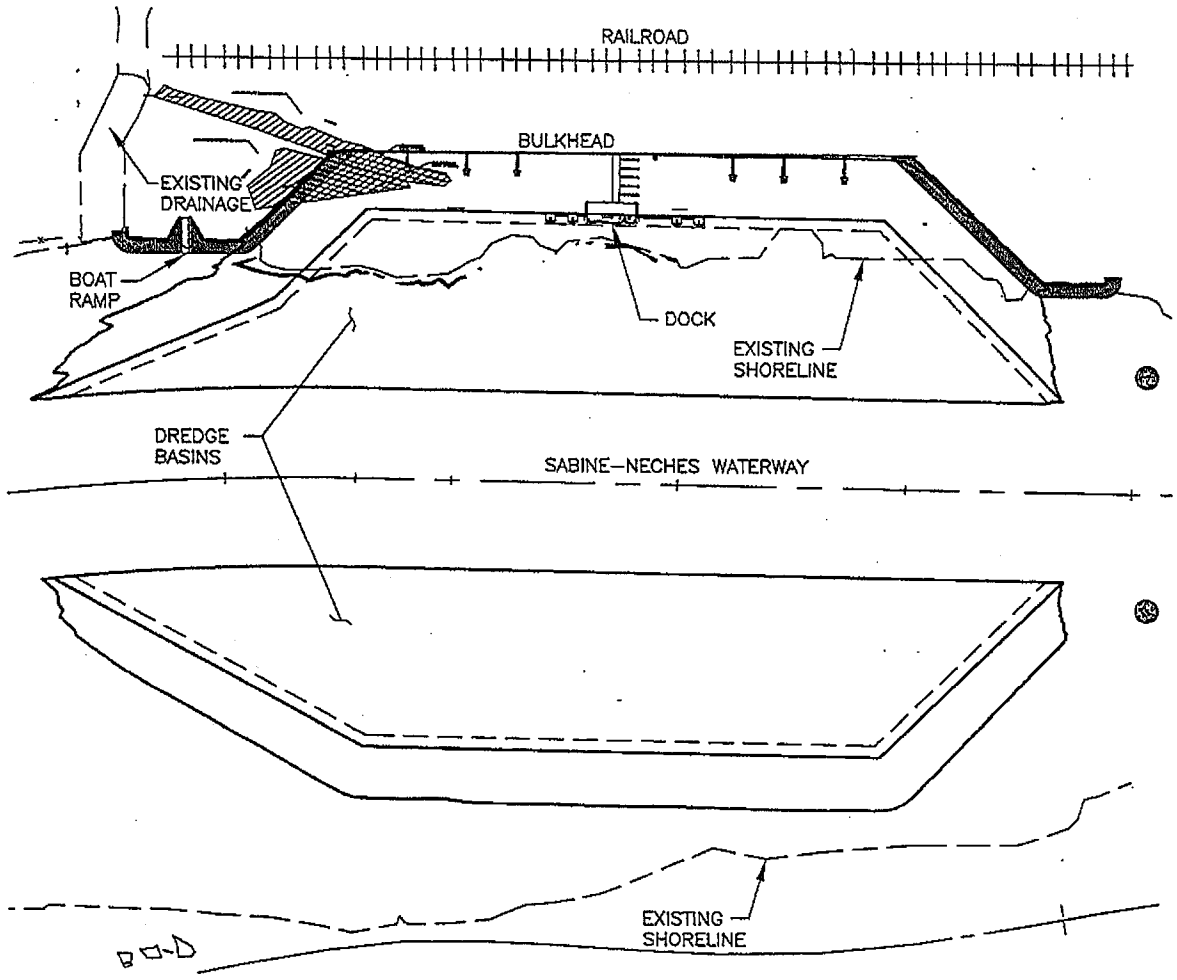
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 6 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



PLAN VIEW – PROPOSED PROJECT DETAIL

N

0 200' 400'

PROPOSED WETLAND IMPACTS			
TYPE	FILL	EXCAVATION	TOTAL
FRESHWATER WETLAND	0.62 AC.	0.57 AC.	1.19 AC.
SALTMARSH WETLAND	0.00 AC.	0.09 AC.	0.09 AC.
TOTAL	0.62 AC.	0.66 AC.	1.28 AC.

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PERMITTED PLANS

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 7 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012

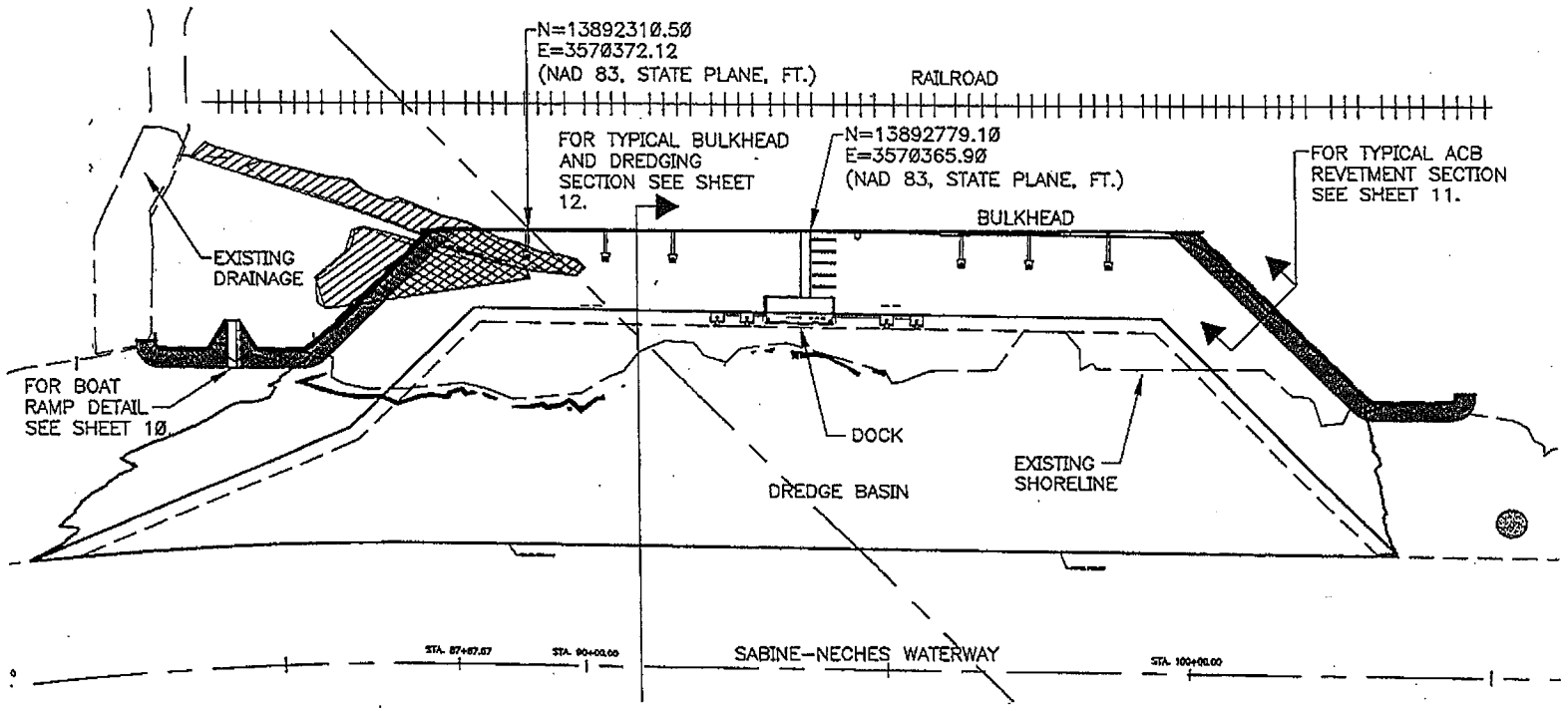
PERMITTED PLANS

PROPOSED WETLAND IMPACTS			
TYPE	FILL	EXCAVATION	TOTAL
FRESHWATER WETLAND	0.62 AC.	0.57 AC.	1.19 AC.
SALTMARSH WETLAND	0.00 AC.	0.09 AC.	0.09 AC.
TOTAL	0.62 AC.	0.66 AC.	1.28 AC.

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

N

0 150' 300'



PLAN VIEW – PROPOSED PROJECT NORTHSIDE DETAIL

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans

DATUM: N/A

REV. DATE: 7/11

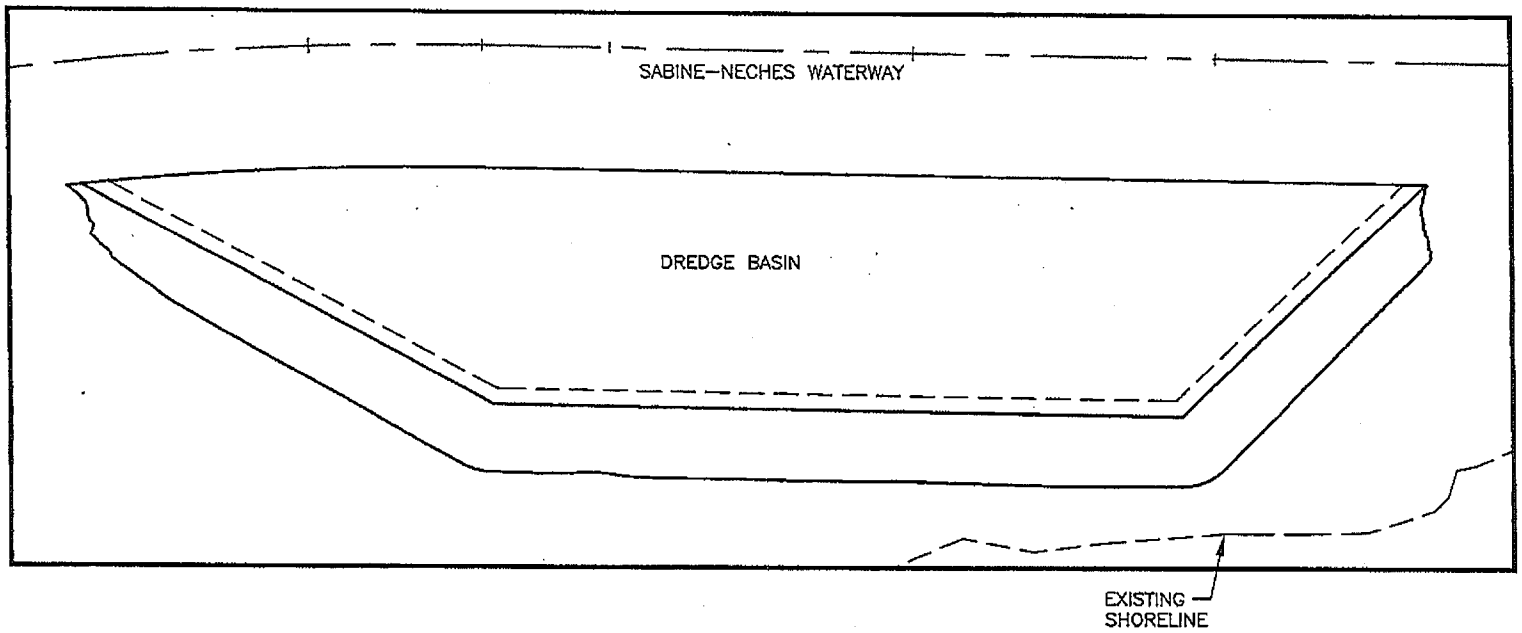
JAN 27 2012

PERMITTED PLANS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

N

0 150' 300'



PLAN VIEW – PROPOSED SOUTHSIDE PROJECT DETAIL

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

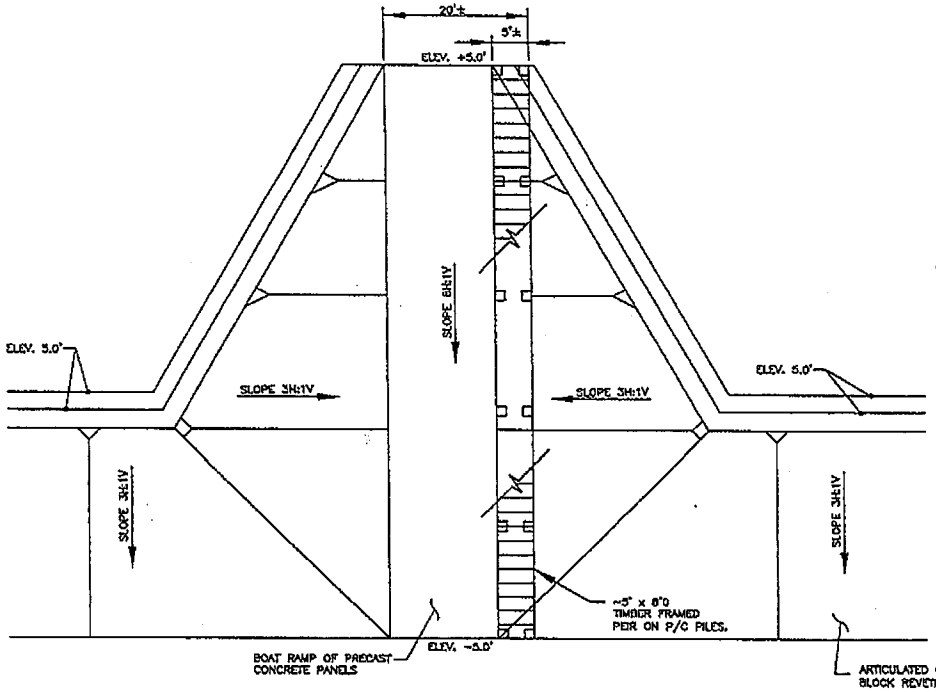
SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 9 of 19

DATUM: N/A

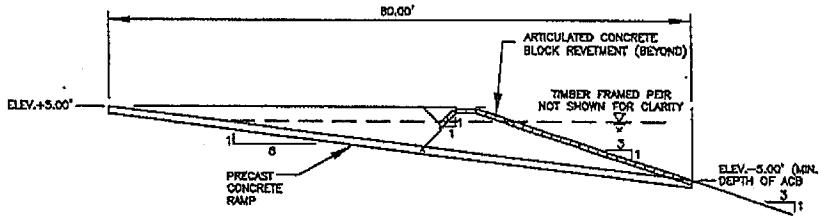
REV. DATE: 7/11

JAN 27 2012

PERMITTED PLANS



PLAN VIEW – BOAT RAMP DETAIL
SCALE: NTS



SECTION VIEW – BOAT RAMP
SCALE: NTS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

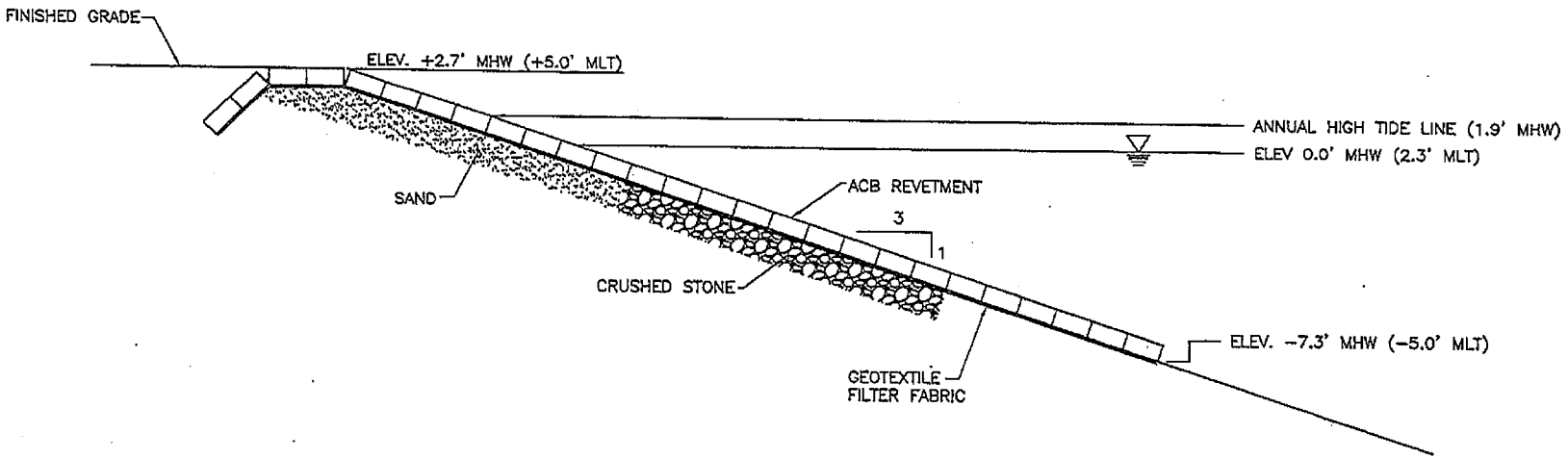
FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY	
APPLICANT: GULFGATE TERMINAL, LLC	DATUM: MLT
DATE: 04/27/11	REV. DATE: 7/11
HDR JOB NO: 156950	

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 10 of 19

JAN 27 2012



ACB REVETMENT – SECTION VIEW
SCALE: NTS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PERMITTED PLANS

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

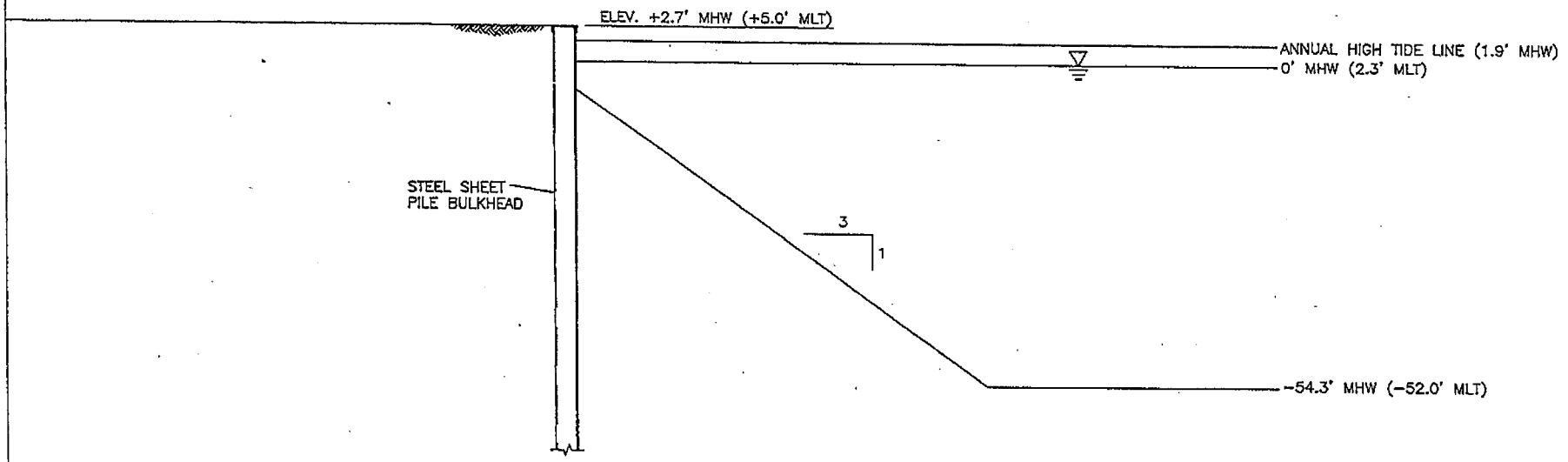
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans

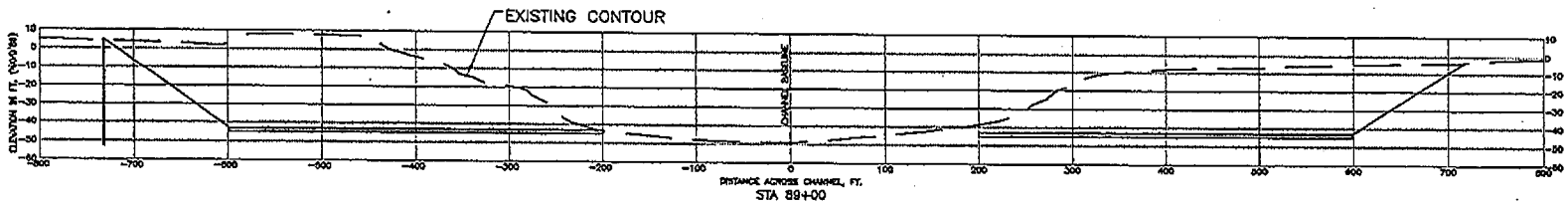
DATUM: MHW

REV. DATE: 7/11

JAN 27 2012



TYPICAL BULKHEAD SECTION
SCALE: NTS



TYPICAL DREDGING SECTION
SCALE: NTS

NOTE:
1. HYDRAULIC AND/OR MECHANICAL DREDGING OF APPROXIMATELY 1.9 MCY.
2. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

PERMITTED PLANS

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

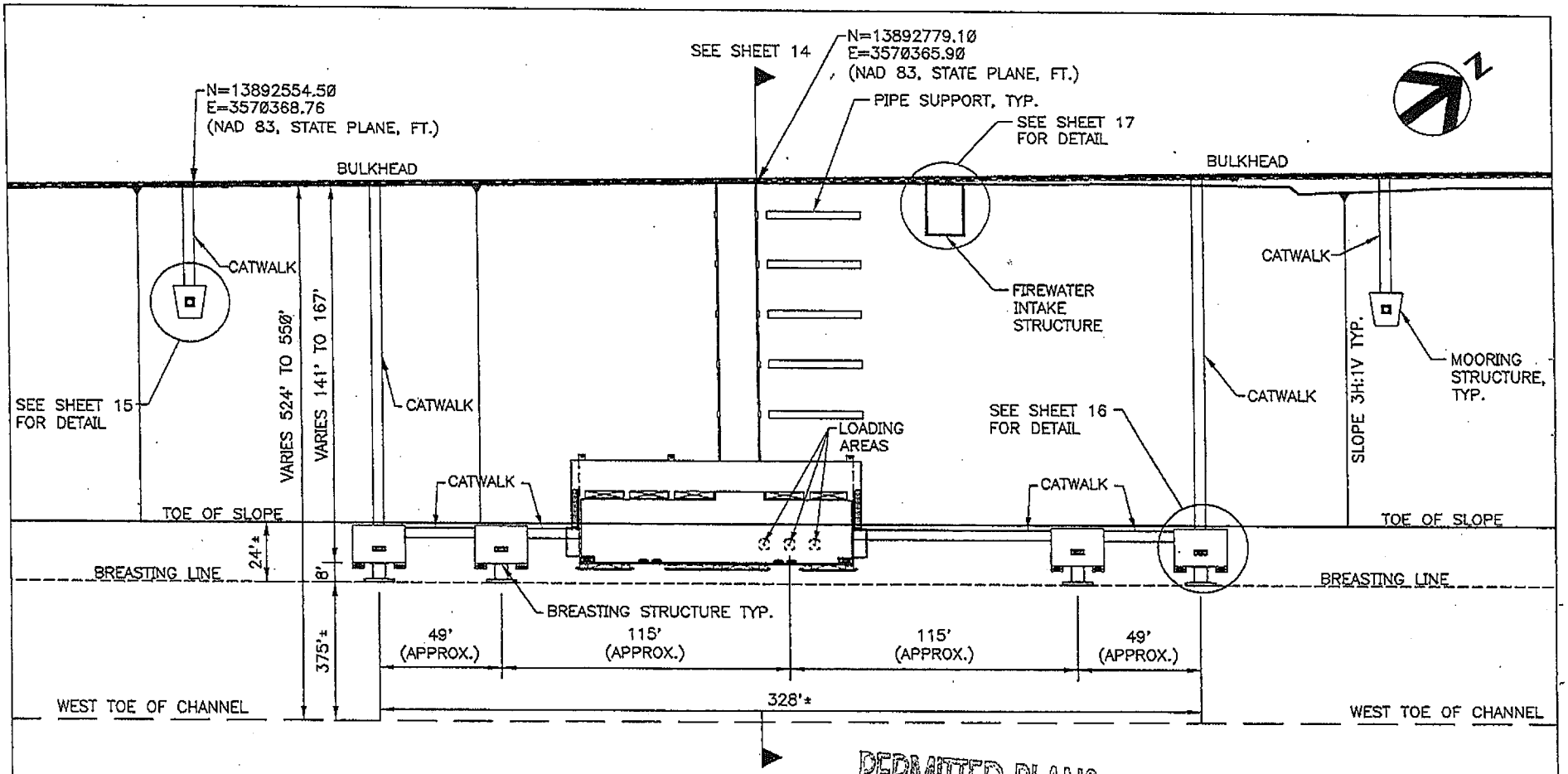
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 12 of 19

DATUM: MHW

REV. DATE: 7/11

JAN 27 2012



PERMITTED PLANS

DOCK DETAIL
Scale: NTS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 714

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

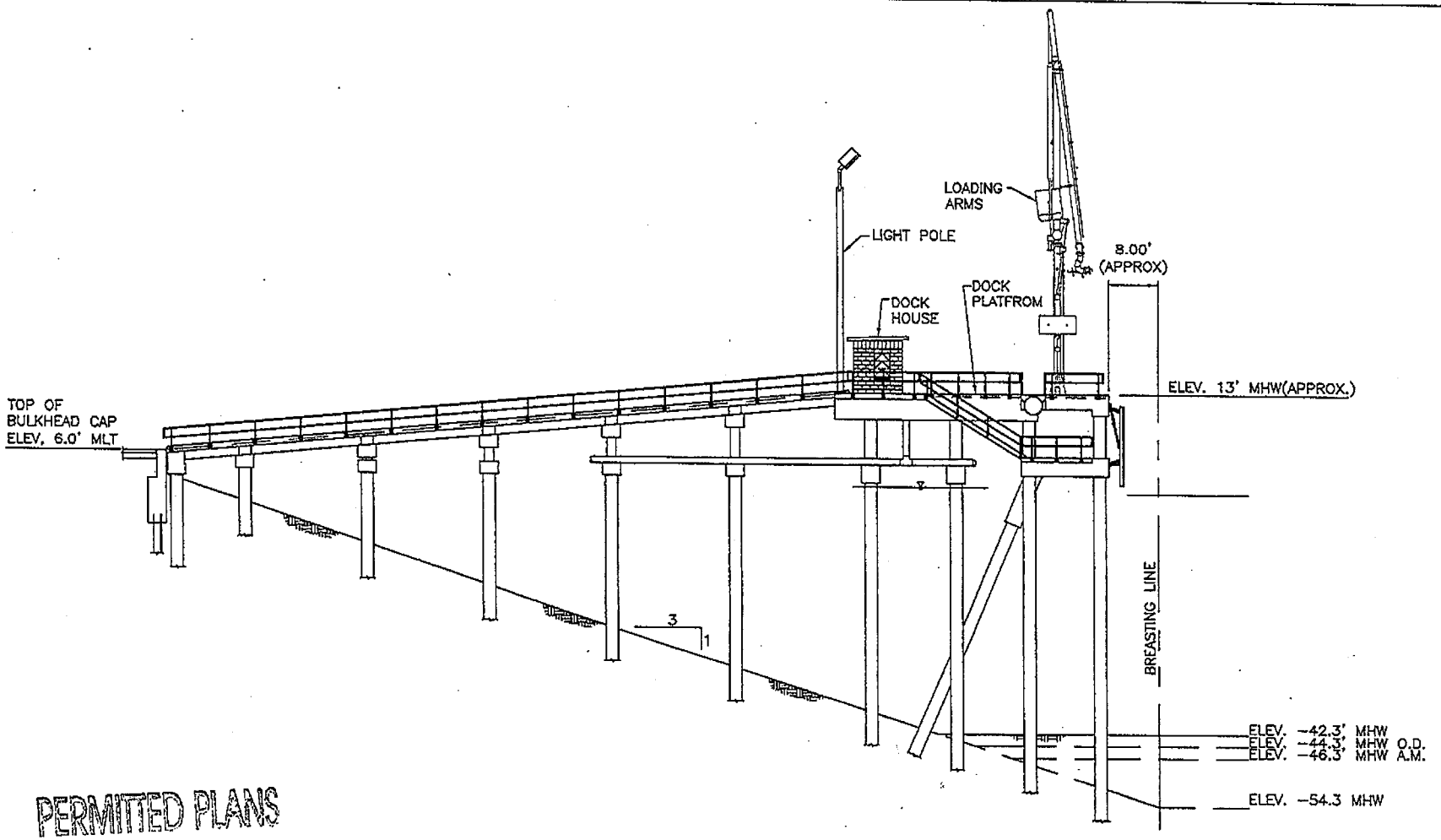
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 13 of 19

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



PERMITTED PLANS

DOCK SECTION
Scale: NTS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

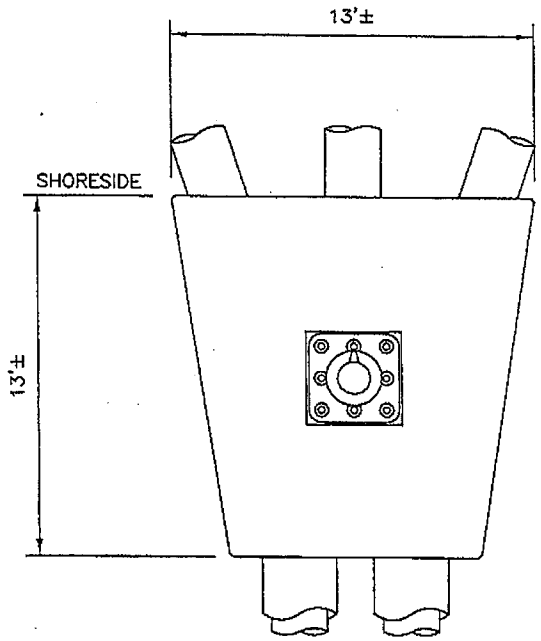
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 14 of 19

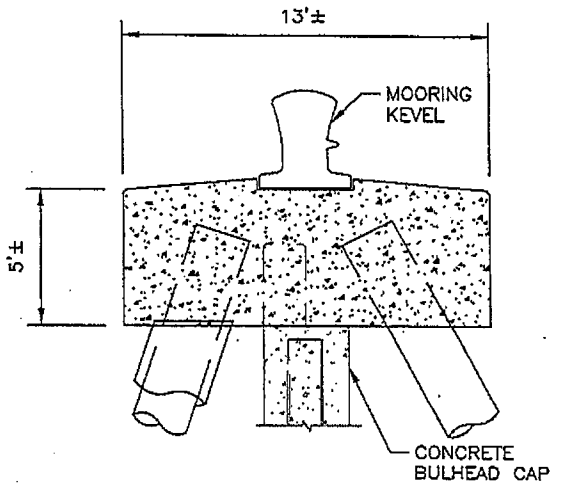
DATUM: MHW

REV. DATE: 7/11

JAN 27 2012



MOORING STRUCTURE PLAN
SCALE: NTS



MOORING STRUCTURE SECTION
SCALE: NTS

PERMITTED PLANS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER F-754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

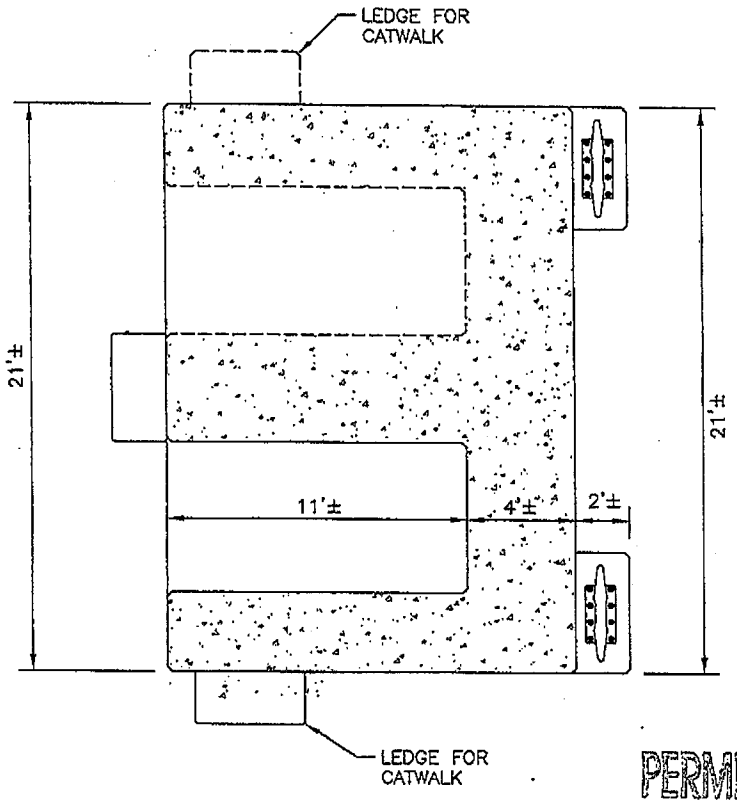
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 15 of 19

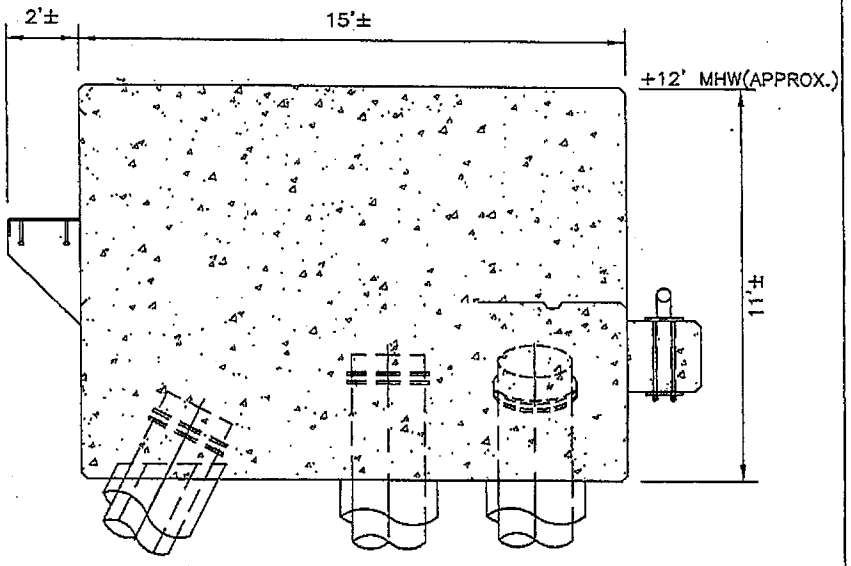
DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



BREASTING STRUCTURE PLAN
SCALE: NTS



BREASTING STRUCTURE SECTION
SCALE: NTS

PERMITTED PLANS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

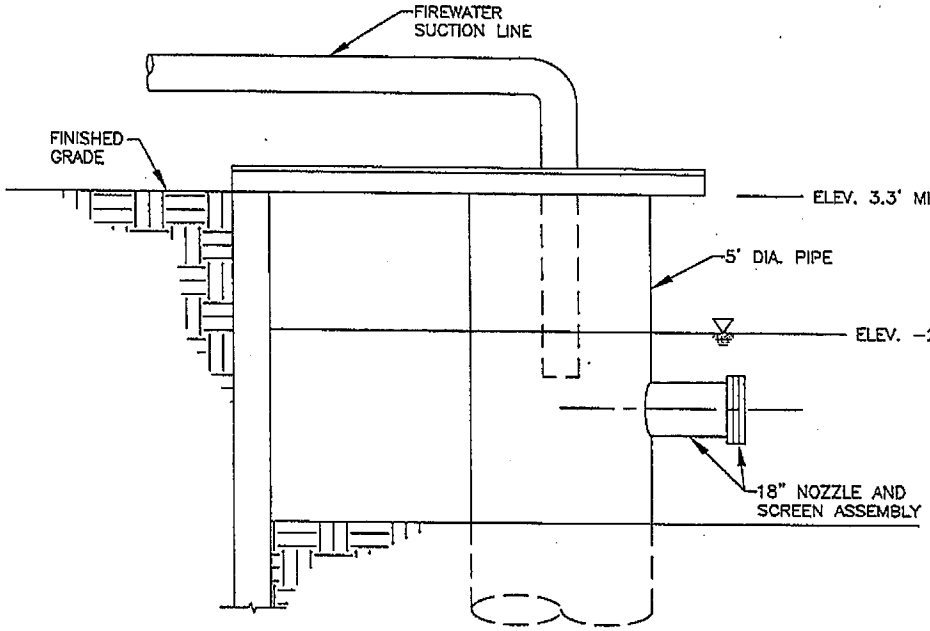
FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

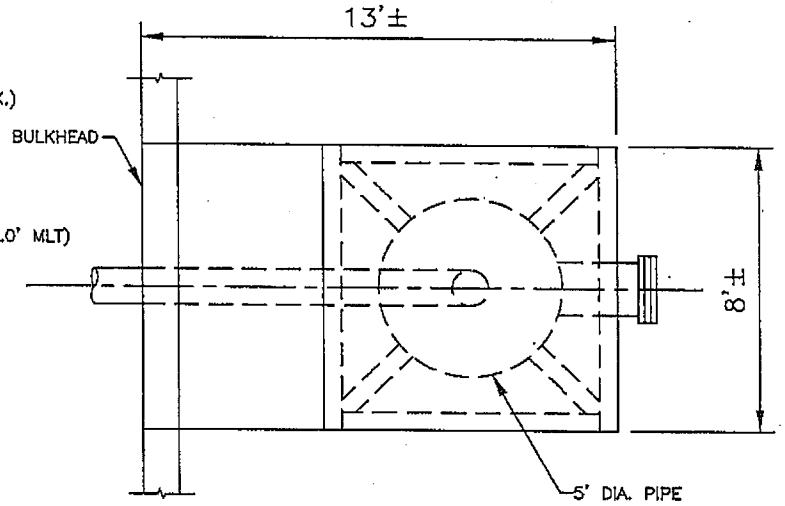
ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY	
APPLICANT: GULFGATE TERMINAL, LLC	
DATE: 04/27/11	DATUM: N/A
HDR JOB NO: 156950	REV. DATE: 7/11

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 16 of 19

JAN 27 2012



FIREWATER INTAKE – SECTION VIEW
SCALE: NTS



FIREWATER INTAKE – PLAN VIEW
SCALE: NTS

PERMITTED PLANS

NOTE:
THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 17 of 19

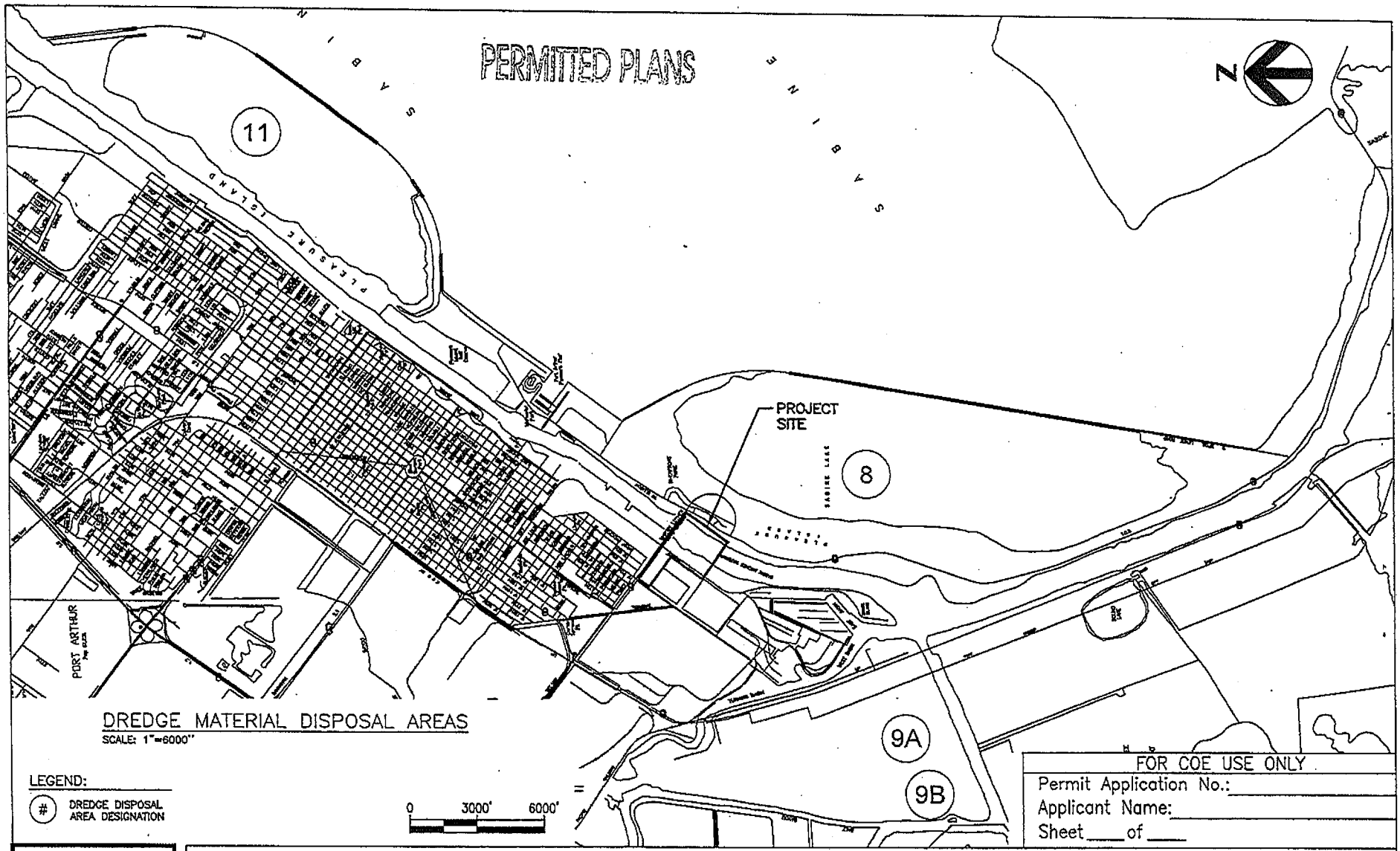
DATUM: MHW

REV. DATE: 7/11

JAN 27 2012

JAN 27 2012

PERMITTED PLANS



DREDGE MATERIAL DISPOSAL AREAS
SCALE: 1"=6000'

LEGEND:
(#) DREDGE DISPOSAL AREA DESIGNATION

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

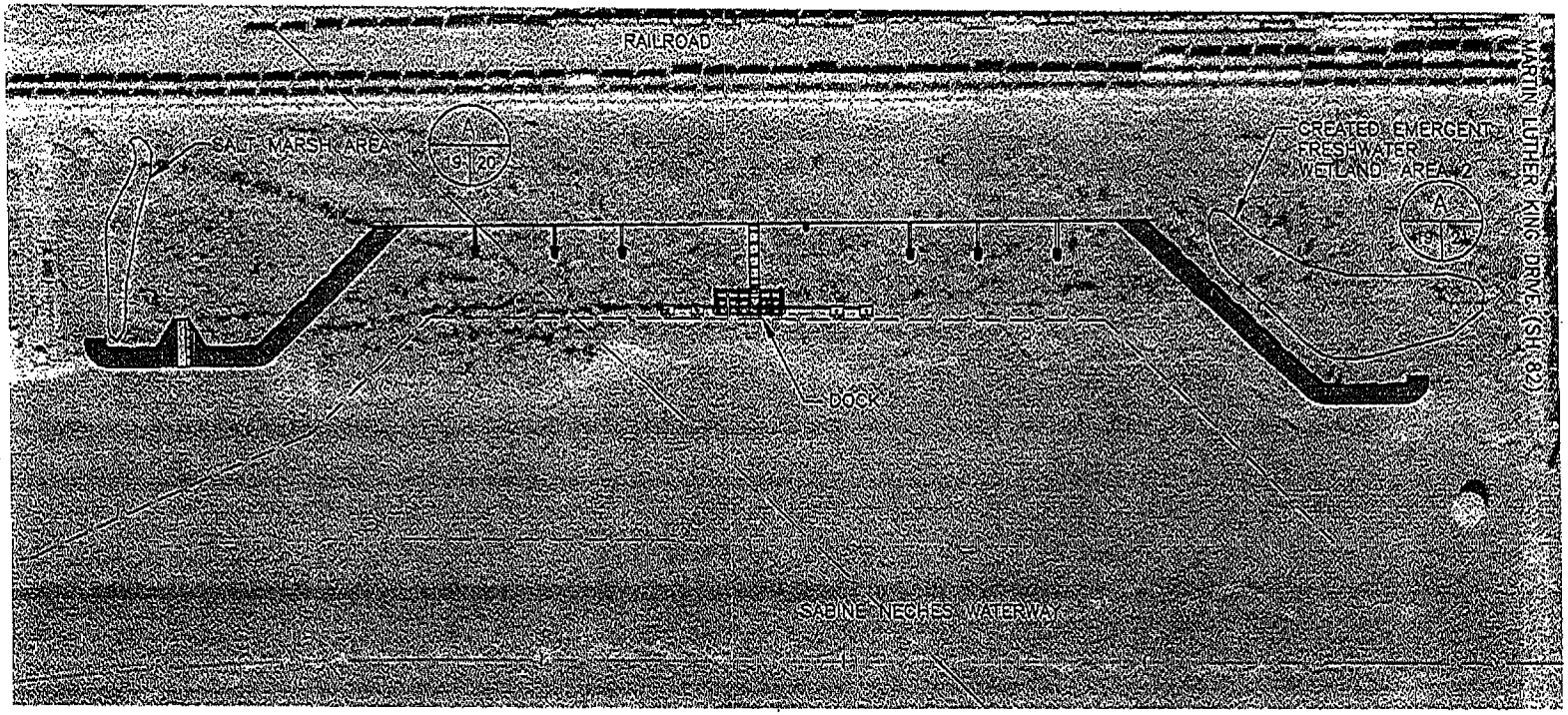
DATE: 04/27/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans
Page 18 of 19

DATUM: N/A

REV. DATE: 7/11



LEGEND

PROPOSED MITIGATION	
TYPE	TOTAL
FRESHWATER WETLAND	1.19 AC.
SALTMARSH WETLAND	0.27 AC.

PLAN VIEW – PROPOSED MITIGATION

PERMITTED PLANS

NOTE:
1. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

0 150' 300'

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 764

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 04/27/11

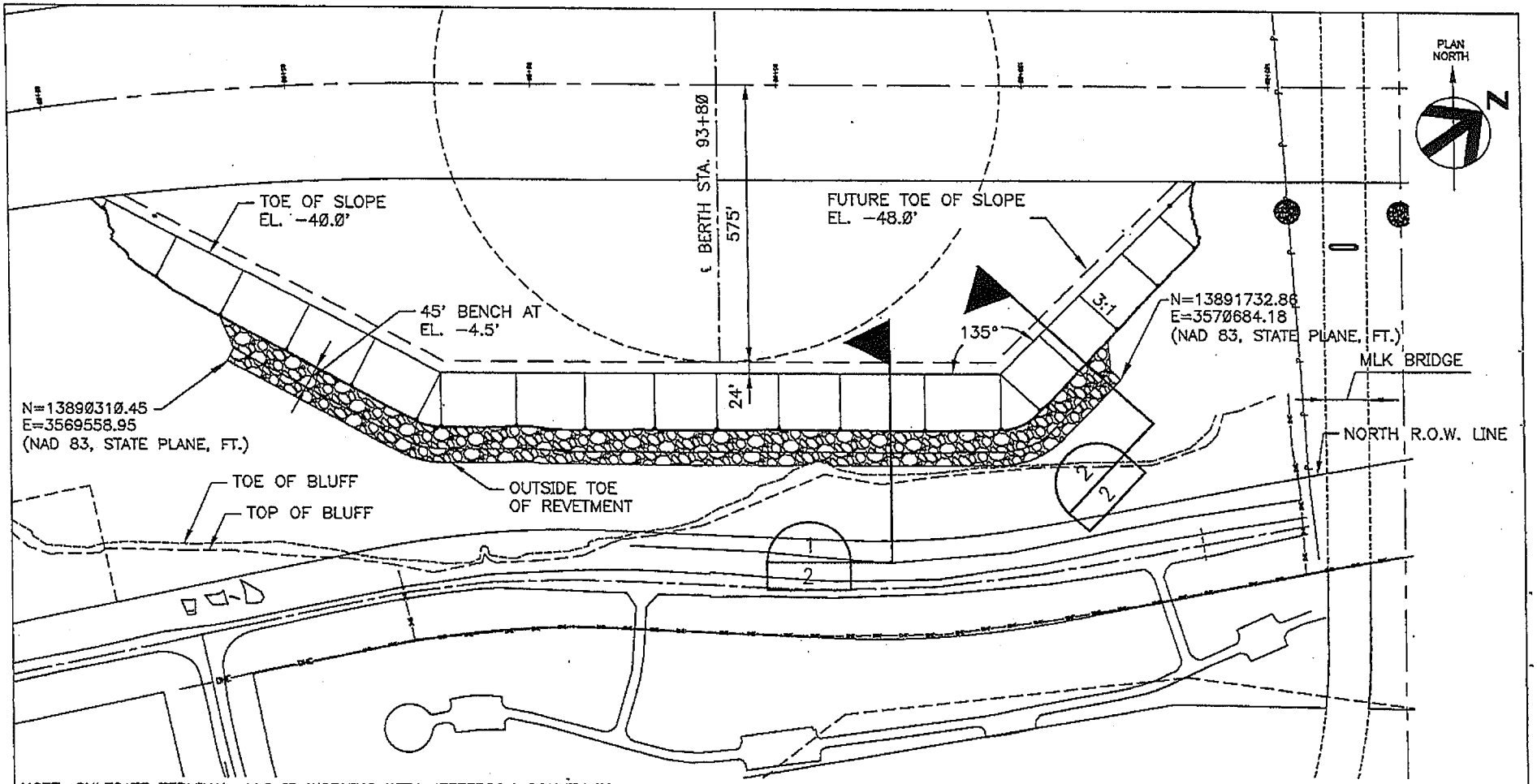
HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Project Plans

DATUM: N/A

REV. DATE: 7/11

JAN 27 2012



NOTE: GULFGATE TERMINAL, LLC IS WORKING WITH JEFFERSON COUNTY TO DEVELOP REVISIONS TO THEIR PLANNED SHORELINE PROTECTION PROJECT AT PLEASURE ISLAND. THE CONCEPT PROPOSED BY GULFGATE TERMINAL, LLC IS SECONDARY TO THE COUNTY PROJECT AND WILL ONLY BE CONSTRUCTED IF THE COUNTY IS UNABLE TO CONSTRUCT THEIR PROJECT. THE PROPOSED TERMINAL AND TURNING BASIN WILL NOT BE CONSTRUCTED IN THE ABSENCE OF ONE OF THE TWO PROJECTS.

SOUTH REVETMENT PLAN

SCALE: N.T.S.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR

HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 11/15/11

HDR JOB NO: 156950

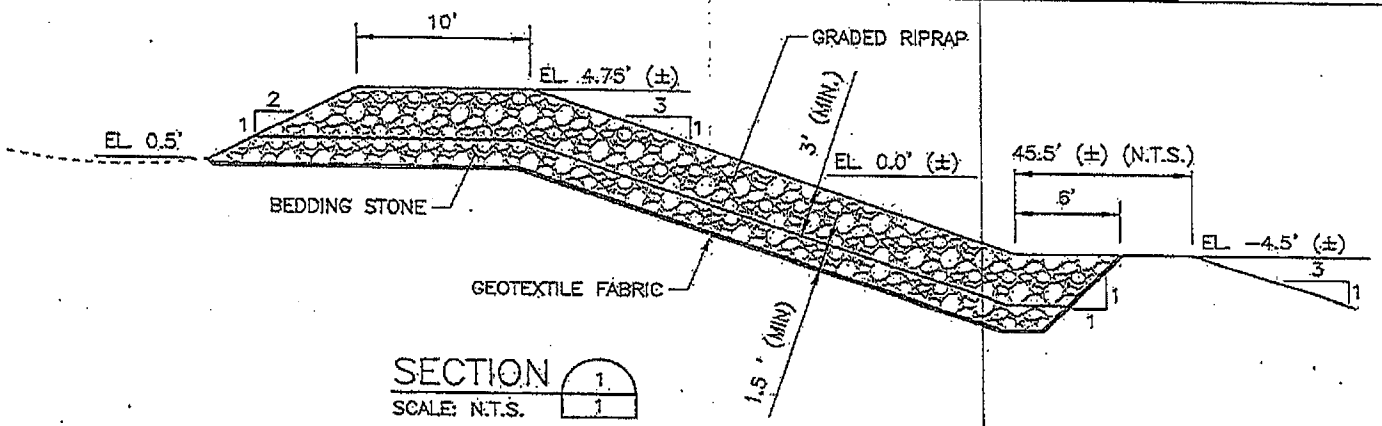
SWG-2011-00437
Gulfgate Terminal, LLC
Appendix A
Page 1 of 2

DATUM: MLT

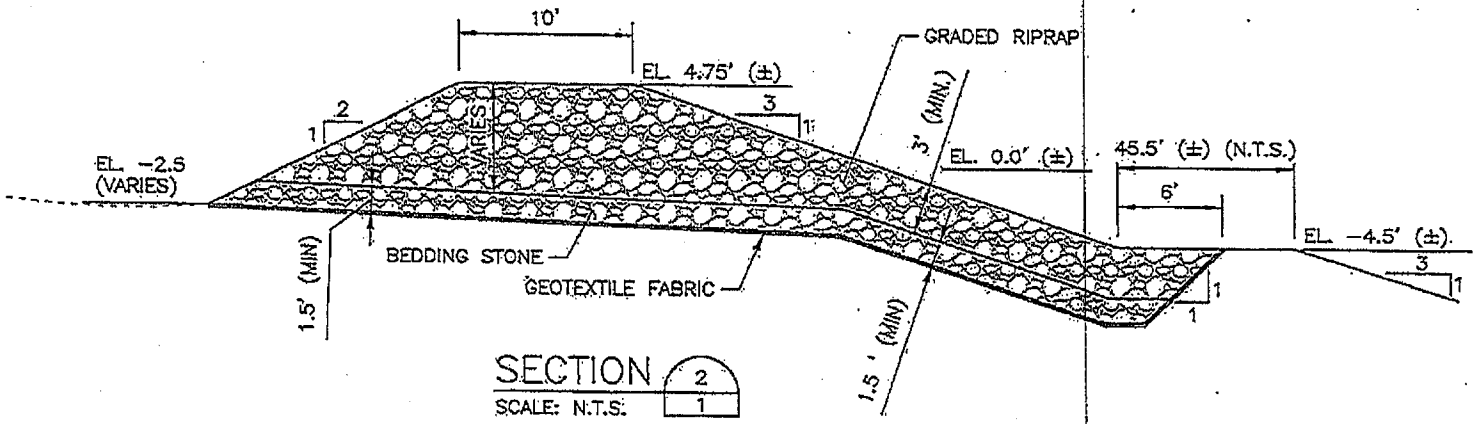
REV. DATE:

SHEET 01 OF 02

JAN 27 2012



SECTION 1/1
SCALE: N.T.S.



SECTION 2/1
SCALE: N.T.S.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC

DATE: 11/15/11

HDR JOB NO: 156950

SWG-2011-00437
Gulfgate Terminal, LLC
Appendix A
Page 2 of 2

DATUM: MLT

REV. DATE:

SHEET 02 OF 02

C:\pw\working\dallg\0225751\00\u-002.dwg, Plot, 11/28/2011 3:10:49 PM, FMartine

JAN 27 2012

156950

MITIGATION PLAN FOR SWG-2010-00781 GULFGATE TERMINAL, LLC, SABINE-NECHES WATERWAY PORT ARTHUR, JEFFERSON COUNTY, TEXAS

1. Mitigation Goals and Objectives

This plan is submitted on behalf of Gulfgate Terminal, LLC (applicant). The applicant is proposing to construct a bulk liquid terminal on the Sabine-Neches Waterway (SNWW) in Port Arthur, Texas. The project site is located on the SNWW (northwest side of waterway), immediately south of the Martin Luther King Bridge (State Highway 82). Approximate UTM coordinates (Zone 15, meters) are Northing 3303019, Easting 407987 (see Attachment A sheet 1 of 23).

The applicant is proposing to construct a bulk liquid terminal to facilitate the exchange of crude petroleum and other petrochemicals.

Key project features include:

1. Dredging of a turning basin and vessel berth
2. Construction of a dock and associated mooring and breasting structures
3. Construction of a bulkhead and shoreline protection
4. Grading of the site for landside support services
5. Installation of a pipeline from the terminal to existing tanks offsite

The applicant is proposing to impact multiple very narrow bands (0.09 acres) of saltmarsh wetlands (*Spartina alterniflora*) that occur along the toe of the heavily eroded channel bank (see Attachment A sheets 5 - 8 of 23). These wetlands would be excavated for construction of the vessel berth; thus they would be converted to deep water (no loss of Section 10 Waters). The applicant proposes to impact two low quality freshwater wetlands (1.19 acres) (see Attachment A sheets 5 - 8 of 23). Of the 1.19 acres, 0.62 acres would be filled via site grading and construction of the proposed bulkhead and shoreline protection. The remainder (0.57 acres) would be excavated for construction of the berth. The proposed pipeline will be installed via horizontal directional drilling and will not result in impacts to wetlands.

Proposed wetland impacts total 1.28 acres. The impacted tidal wetlands (0.09 acres) are exposed to relatively high rates of erosion and are considered to be present on only a temporary basis and the 1.19 acres of impacted freshwater wetlands likely consisted of heavily disturbed tallow-dominated wetlands. The applicant is proposing to mitigate for the impacted wetlands with the construction of 0.27 acre of saltmarsh wetlands and 1.2 acres of freshwater wetlands (See Attachment A pages 19-23 of 23). The proposed 0.27 acre saltmarsh area is connected to the SNWW via a culvert, but is otherwise protected from the erosive forces currently affecting the saltmarsh that will be impacted. The provision of a more permanent functional aquatic landscape should be considered when determining the level of net increase in habitat function.

2. Site Selection Information

The primary criteria for selection of the mitigation site is likelihood of long-term success. In an attempt to provide a successful mitigation project in perpetuity, the applicant is proposing to create a 0.27 acre mitigation site consisting of saltmarsh habitat along the edge of the drainage feature located on the southern end of the project(Attachemnt A page 19 and 20 of 23). Freshwater wetlands areas existed on-site and were filled by the Port of Port Arthur in 2009. Approximately 1.2 acres of freshwater wetlands on the project site were filled and then restored. Mitigation for proposed impacts to the restored 1.2 acres will consist of 1.2 acres of freshwater wetlands located on the north side of the project along the SNWW and just south of the Martin Luther King Bridge (State Highway 82) (See attachment A pages 19, 21 and 23 of 23).

3. Site Protection Instrument

The site is owned by the Port of Port Arthur (the Port) and will be preserved in perpetuity for wetland conservation purposes. Site protection will be achieved via permanent conservation easement with the property owner, the Port. The applicant will work with the Port to establish a legal document that will prevent dredging, filling and/or construction on the 1.5 acre mitigation site and will provide a copy of the legal instrument to the USACE for review and approval.

4. Baseline Information

Impact Site

Approximately 0.09 acres of wetlands comprising saltmarsh wetlands along the SNWW and 1.19 acres of low quality freshwater wetlands will be impacted by the project. Impacts associated with this alternative would be from dredging, excavation and fill.

Mitigation Site

Mitigation will consist of a 0.27 acre saltmarsh located in an upland area adjacent to an existing drainage channel and a 1.2 acre freshwater wetland constructed in an existing upland area south of MLK (State Highway 82) Bridge.

5. Number of Credits to be Provided

The applicant is proposing the creation of approximately 0.27 acres of saltmarsh wetlands and approximately 1.2 acres of freshwater wetlands as compensatory mitigation for 0.09 acres of impacts to saltmarsh wetlands and 1.19 acres of low quality freshwater wetlands.

6. Mitigation Work Plan

Construction of the mitigation site will begin within 6 months of beginning work in jurisdictional areas. The applicant will be responsible for constructing the site. The applicant will excavate the

mitigation area to elevations conducive to the target species (exact elevations are dependent on a pre-construction reference elevation survey). Excavated material will be placed on nearby uplands.

Re-vegetation will be accomplished by planting. The intertidal wetlands will be planted with smooth cordgrass (*Spartina alterniflora*). Freshwater wetlands will be planted with native freshwater wetland species potentially including bulrushes, sedges and others. Hydrology to the intertidal mitigation area will be facilitated by an existing culvert that connects the site to the SNWW. Hydrology to the freshwater mitigation area will be provided via routing of site stormwater into the created wetland. Alternative sources of freshwater will be provided during periods of insufficient rainfall. A simple overflow structure will be designed to release water during flood periods.

7. Maintenance Plan

The applicant will be responsible for maintaining the site. Maintenance activities will include picking up trash, maintaining signage, etc.

8. Ecological Performance Standards

Success of the mitigation site will be evaluated using the following standards:

Year 1 – Vegetative percent cover shall be equal to or greater than 25% one year after planting of the sites.

Year 2 – Vegetative percent cover shall be equal to or greater than 50% two years after planting of the sites.

Year 3 – Vegetative percent cover shall be equal to or greater than 70% three years after planting of the sites. USACE may determine that no additional monitoring is necessary if 70% vegetative cover is achieved by the third year.

Year 4 – Vegetative percent cover shall be equal to or greater than 70% four years after planting of the sites. USACE may determine that no additional monitoring is necessary if 70% vegetative cover is achieved by the fourth year.

Year 5 – Vegetative percent cover shall be equal to or greater than 70% five years after planting of the sites.

9. Monitoring Requirements

Within 30 days of planting the site, the applicant shall submit a report to USACE detailing pre-excavation and post-excavation conditions.

The applicant will monitor the site at one, two, three, four and five year intervals post-planting. A report will be submitted to USACE after each monitoring event. Monitoring reports will include a description of monitoring methodology, results, and photographic documentation of site conditions. If the site achieves the year three success criteria on-time or ahead of schedule USACE may determine that no additional monitoring is necessary.

10. Long-Term Management Plan

As stated above, the mitigation site will be permanently protected via a conservation easement by the property owner, the Port. The Port will be responsible for up-keep of the mitigation sites. The Port will also be responsible for picking up trash, maintaining signage, and an invasive species removal program. Invasive species will not make up more than 5 percent of the overall vegetative cover for each vegetation stratum.

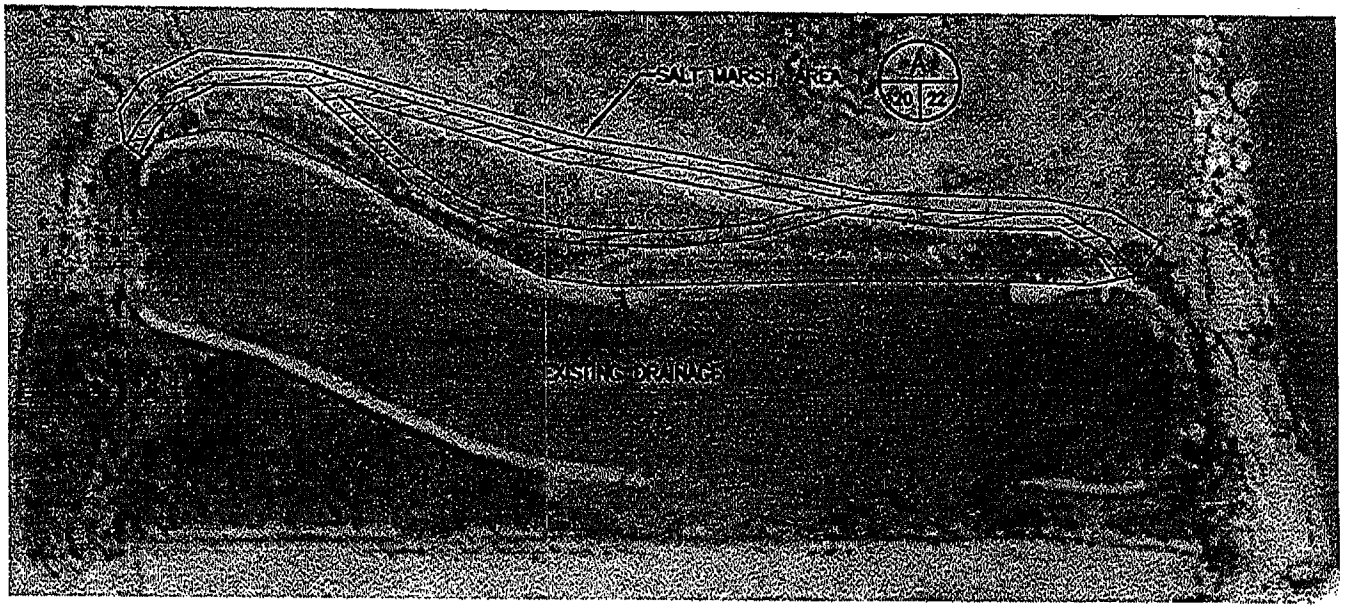
11. Adaptive Management Plan

If results of the monitoring indicate that the mitigation is not successful, the applicant will coordinate with USACE in attempt to agree upon the appropriate course of action. Example remedies may include but are not limited to additional planting efforts, alternative sites, etc.

12. Financial Assurances

The applicant has over 25 years experience and a proven track record in management of petroleum terminals and pipelines.

SWG-2011-00437
Gulfgate Terminal, LLC
Appendix B-Mitigation Plan
Page 5 of 8



A
19 | 20 PLAN VIEW – PROPOSED MITIGATION

0 30' 60'

NOTE:
1. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.

LEGEND:

CREATED SPARTINA MARSH – 0.21 AC.
CIRCULATION CHANNEL – 0.06 AC.
TOTAL = 0.27 AC.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER F-754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

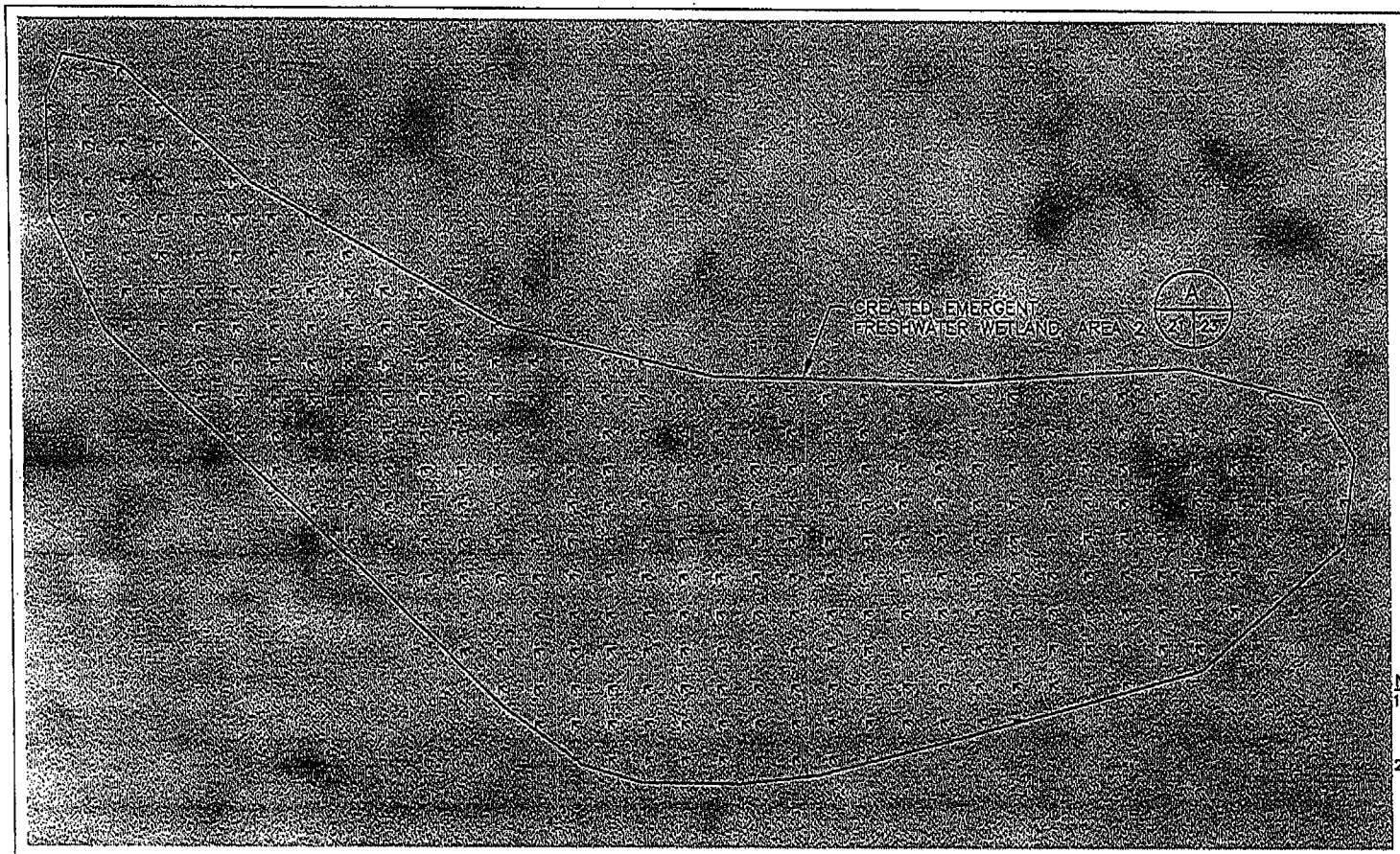
APPLICANT: GULFGATE TERMINAL, LLC — **DATUM:** N/A

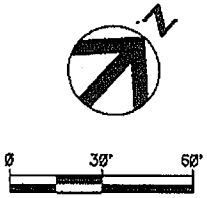
DATE: 04/27/11 — **REV. DATE:** 07/11

HDR JOB NO: 156950 — **SHEET** 20 **OF** 23

C:\pwworking\dalk\d0225751\100U-20.dwg, Plot, 7/26/2011 3:00:45 PM

JAN 27 2012





NOTE:
1. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION.
2. PROPOSED MITIGATION AREA WILL BE LOWERED TO A DEPTH CONDUCIVE TO FRESHWATER WETLAND PLANT SPECIES SUCH AS CALIFORNIA BULLRUSH (SCHOENOPLECTUS CALIFORNICUS), SEA OATS (CHASMANTHIUM LAXUM), INLAND SEA OATS (CHASMANTHIUM LATIFOLIUM), SALT MEADOW CORDGRASS (SPARTINA PATENS), LIZARD'S TAIL (SAURURUS CERNUUS), SQUARE-STEM SPIKERUSH (ELEOCHARIS QUADRANGULATA), STARRUSH WHITE TOP SEDGE (RHYNCHOSPORA COLORATA), AND SOFT RUSH (JUNCUS EFFUSUS).

A
19 | 21

PLAN VIEW – PROPOSED MITIGATION

LEGEND:

CREATED EMERGENT FRESHWATER WETLAND – 1.19 AC.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ____ of ____

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER 754

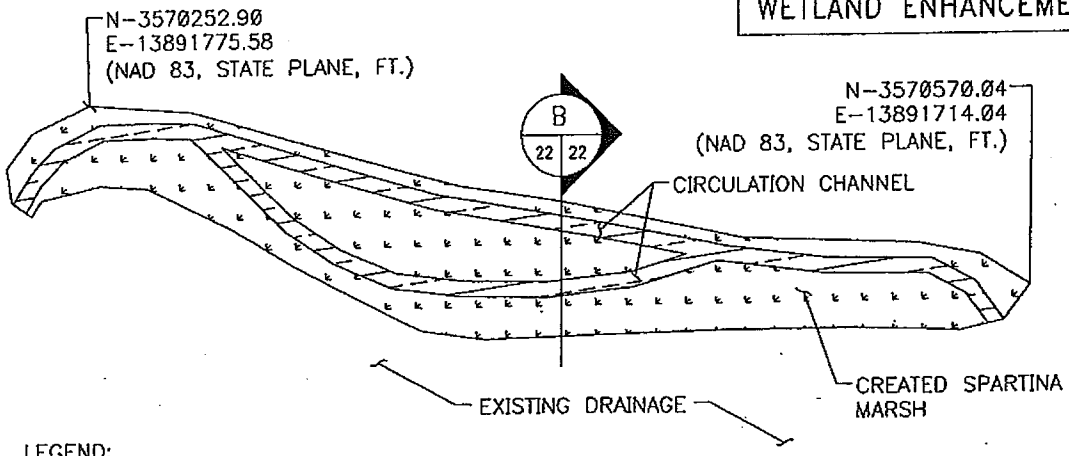
ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY	
APPLICANT: GULFGATE TERMINAL, LLC	DATUM: V/A
DATE: 04/27/11	REV. DATE: 7/11
HDR JOB NO: 156950	SHEET 21 OF 23

SWG-2011-00437
Gulfgate Terminal, LLC
Appendix B-Mitigation Plan

JAN 27 2012

JAN 27 2012

WETLAND ENHANCEMENT/CREATION



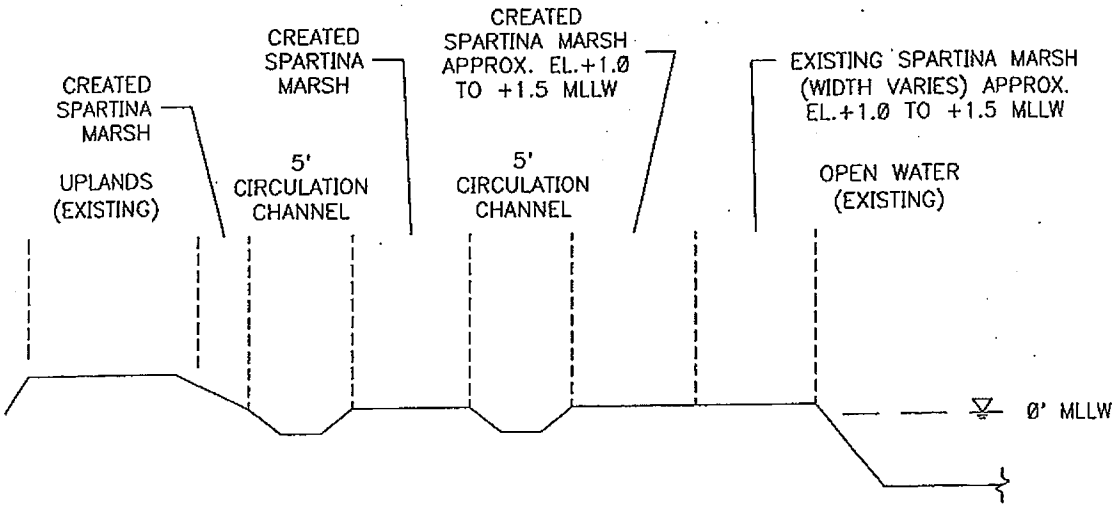
LEGEND:

CREATED SPARTINA MARSH – 0.21 AC.

CIRCULATION CHANNEL – 0.06 AC.

TOTAL = 0.27 AC.

A 20 22 DETAIL – SALT MARSH N.T.S.



B 22 22 SECTION – SALT MARSH N.T.S.

NOTES:

1. TOTAL MITIGATION AREA – 0.27 AC.
2. PROPOSED MITIGATION INCLUDES INTERTIDAL EMERGENT WETLAND CREATED ALONG EXISTING DRAINAGE CHANNEL.
3. FINAL ELEVATION WILL BE DETERMINED BY PRE-CONSTRUCTION REFERENCE MARSH ELEVATION SURVEY.
4. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TO BE USED FOR BIDDING CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR Engineering, Inc.

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC.

DATE: 04/27/11

HDR JOB NO: 156950

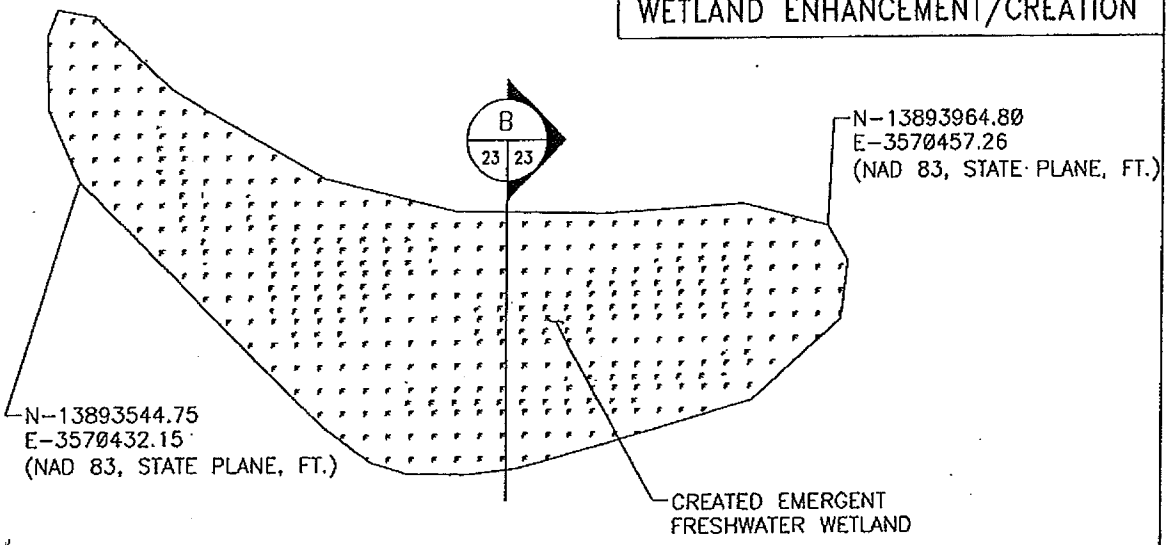
DATUM: N/A

REV. DATE: 07/11

SHEET 22 OF 23

JAN 27 2012

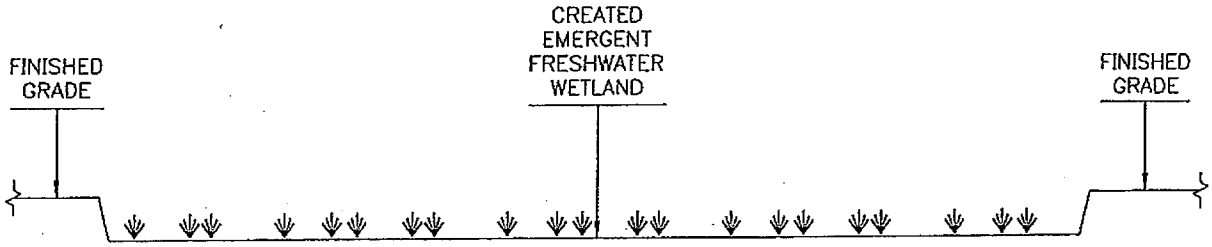
WETLAND ENHANCEMENT/CREATION



LEGEND:

CREATED EMERGENT FRESHWATER WETLAND – 1.19 AC.

A 21 | 23 DETAIL – FRESHWATER WETLAND
N.T.S.



B 23 | 23 SECTION – FRESHWATER WETLAND
N.T.S.

NOTES:

1. TOTAL MITIGATION AREA – 1.19 AC.
2. PROPOSED MITIGATION INCLUDES OPEN WATER, SHALLOW SHELVES AND EMERGENT WETLANDS AT TWO GRADES (FENISHED GRADE AND WETLAND GRADE).
3. PROPOSED MITIGATION AREA WILL BE LOWERED TO A DEPTH CONDUCIVE TO FRESHWATER WETLAND PLANT SPECIES SUCH AS CALIFORNIA BULLRUSH (SCHOENOPLECTUS CALIFORNICUS), SEA OATS (CHASMANTHIUM LAXUM), INLAND SEA OATS (CHASMANTHIUM LATIFOLIUM), SALT MEADOW CORDGRASS (SPARTINA PATENS), LIZARD'S TAIL (SAURURUS CERNUUS), SQUARE-STEM SPIKERUSH (ELEOCHARIS QUADRANGULATA), STARRUSH WHITE TOP SEDGE (RHYNCHOSPORA COLORATA), AND SOFT RUSH (JUNCUS EFFUSUS).
4. THIS DRAWING IS FOR REGULATORY PURPOSES ONLY AND IS NOT TOBE USED FOR BIDDING OR CONSTRUCTION.

FOR COE USE ONLY
Permit Application No.:
Applicant Name:
Sheet ___ of ___

HDR
HDR Engineering, Inc.
TEXAS FIRM REGISTRATION NUMBER F-754

ACTIVITY: DREDGING AND CONSTRUCTION OF WATERFRONT FACILITY

APPLICANT: GULFGATE TERMINAL, LLC.

DATE: 04/27/11

HDR JOB NO: 156950

DATUM: N/A

REV. DATE: 07/11

SHEET 23 OF 23

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

March 26, 2012

Mr. Jeffery Pinsky
Galveston District CESWG-PE-RE
U.S. Army Corps of Engineers
P.O. Box 1229
Galveston, Texas 77553-1229

Re: USACE Permit Application Number SWG-2011-00437

Dear Mr. Pinsky:

This letter is in response to the Statement of Findings (SOF) dated March 12, 2012, for the Joint Public Notice dated September 30, 2011, the applicant, Gulfgate Terminal, LLC, proposes to construct a bulk liquid terminal located on the northwest side of the Sabine-Neches Waterway, immediately south of the State Highway 82 Martin Luther King Bridge, in Jefferson County, Texas.

The Texas Commission on Environmental Quality (TCEQ) has reviewed the public notice and related application information along with the SOF. On behalf of the Executive Director and based on our evaluation of the information contained in these documents, the TCEQ certifies that there is reasonable assurance that the project will be conducted in a way that will not violate water quality standards.

The applicant is proposing to utilize a combination of mechanical and hydraulic dredge methods to dredge the proposed turning basin and vessel berth to -52 feet Mean Low Tide which would result in a dredge volume of approximately 1.9 million cubic yards of dredged materials. The applicant is requesting authorization to place the dredged materials in Dredge Material Placement Area's 8, 9A, 9B, and 11.

The project would impact a total of 1.28 acres of wetlands (0.09 acre of tidal Spartina alterniflora salt marsh, and 1.19 acres of freshwater wetlands. Horizontal Directional Drill techniques will be used to install the proposed pipeline which will avoid impacts to freshwater wetlands on the project site.

The applicant is proposing to mitigate for the proposed impacts by creating 0.27 acre of tidal wetlands along the edge of a drainage feature located on the south end of the project site and 1.2 acres of freshwater wetlands within the northern portion of the project site.

The TCEQ has reviewed this proposed action for consistency with the Texas Coastal Management Program (CMP) goals and policies in accordance with the regulations of the Coastal Coordination Council and has determined that the proposed action is consistent with the applicable CMP goals and policies.

This certification was reviewed for consistency with the CMP's development in critical areas policy {Title 31, Texas Administrative Code (TAC), Chapter (§) 501.23} and dredging and dredged material disposal and placement policy {31 TAC §501.25}. This certification complies with the CMP goals {31 TAC §501.12(1, 2, 3, 5)} applicable to these policies.

No review of property rights, location of property lines, or the distinction between public and private ownership has been made, and this certification may not be used in any way with regard to questions of ownership.

If you require additional information or further assistance, please contact Ms. Lili Murphy, Water Quality Assessment Section, Water Quality Division (MC-150), at (512) 239-4596.

Sincerely,

Charles W. Maguire
Water Quality Division Director
Texas Commission on Environmental Quality

CWM/LM/gg

Attachment

ccs: Gulfgate Terminal, LLC, 3369 Bellefontaine Street, Houston, Texas 77025-1403
Mr. Joe Moake, HDR Engineering, Inc., 555 North Carancahua Street, Suite 1650 Corpus Christi, Texas 78401-0850
Ms. Kate Zultner, Secretary, Coastal Coordination Council, P. O. Box 12873, Austin, Texas 78711-2873

WORK DESCRIPTION: As described in the public notice dated September 30, 2011, and the March 12, 2012, Environmental Assessment and Statement of Findings.

SPECIAL CONDITIONS: None

GENERAL: This certification, issued pursuant to the requirements of Title 30, Texas Administrative Code, Chapter 279, is restricted to the work described in the September 30, 2011, Environmental Assessment and Statement of Findings and shall be concurrent with the Corps of Engineers (COE) permit. This certification may be extended to any minor revision of the COE permit when such change(s) would not result in an impact on water quality. The Texas Commission on Environmental Quality (TCEQ) reserves the right to require full joint public notice on a request for minor revision. The applicant is hereby placed on notice that any activity conducted pursuant to the COE permit which results in a violation of the state's surface water quality standards may result in an enforcement proceeding being initiated by the TCEQ or a successor agency.

STANDARD PROVISIONS: These following provisions attach to any permit issued by the COE and shall be followed by the permittee or any employee, agent, contractor, or subcontractor of the permittee during any phase of work authorized by a COE permit.

1. The water quality of wetlands shall be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the General, Narrative, and Numerical Criteria.

2. The applicant shall not engage in any activity which will cause surface waters to be toxic to man, aquatic life, or terrestrial life.

3. Permittee shall employ measures to control spills of fuels, lubricants, or any other materials to prevent them from entering a watercourse. All spills shall be promptly reported to the TCEQ by calling the State of Texas Environmental Hotline at 1-800-832-8224.

4. Sanitary wastes shall be retained for disposal in some legal manner. Marinas and similar operations which harbor boats equipped with marine sanitation devices shall provide state/federal permitted treatment facilities or pump out facilities for ultimate transfer to a permitted treatment facility. Additionally, marinas shall display signs in appropriate locations advising boat owners that the discharge of sewage from a marine sanitation device to waters in the state is a violation of state and federal law.

5. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.

6. A discharge shall not cause substantial and persistent changes from ambient conditions of turbidity or color. The use of silt screens or other appropriate methods is encouraged to confine suspended particulates.

7. The placement of any material in a watercourse or wetlands shall be avoided and placed there only with the approval of the Corps when no other reasonable alternative is available. If work within a wetland is unavoidable, gouging or rutting of the substrate is prohibited. Heavy equipment shall be placed on mats to protect the substrate from gouging and rutting if necessary.

8. Dredged Material Placement: Dredged sediments shall be placed in such a manner as to prevent any sediment runoff onto any adjacent property not owned by the applicant. Liquid runoff from the disposal area shall be retained on-site or shall be filtered and returned to the watercourse from which the dredged materials were removed. Except for material placement authorized by this permit, sediments from the project shall be placed in such a manner as to prevent any sediment runoff into waters in the state, including wetlands.

9. If contaminated spoil that was not anticipated or provided for in the permit application is encountered during dredging, dredging operations shall be immediately terminated and the TCEQ shall be contacted by calling the State of Texas Environmental Hotline at 1-800-832-8224. Dredging activities shall not be resumed until authorized by the Commission.

10. Contaminated water, soil, or any other material shall not be allowed to enter a watercourse. Noncontaminated storm water from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.

11. Storm water runoff from construction activities that result in a disturbance of one or more acres, or are a part of a common plan of development that will result in the disturbance of one or more acres, must be controlled and authorized under Texas Pollutant Discharge Elimination System (TPDES) general permit TXR150000. A copy of the general permit, application (notice of intent), and additional information is available at: http://www.tceq.state.tx.us/nav/permits/wq_construction.html or by contacting the TCEQ Storm Water & Pretreatment Team at (512) 239-4671.

12. Upon completion of earthwork operations, all temporary fills shall be removed from the watercourse/wetland, and areas disturbed during construction shall be seeded, riprapped, or given some other type of protection to minimize subsequent soil erosion.

Any fill material shall be clean and of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters.

13. Disturbance to vegetation will be limited to only what is absolutely necessary. After construction, all disturbed areas will be revegetated to approximate the pre-disturbance native plant assemblage.

14. Where the control of weeds, insects, and other undesirable species is deemed necessary by the permittee, control methods which are nontoxic to aquatic life or human health shall be employed when the activity is located in or in close proximity to water, including wetlands.

15. Concentrations of taste and odor producing substances shall not interfere with the production of potable water by reasonable water treatment methods, impart unpalatable flavor to food fish including shellfish, result in offensive odors arising from the water, or otherwise interfere with reasonable use of the water in the state.

16. Surface water shall be essentially free of floating debris and suspended solids that are conducive to producing adverse responses in aquatic organisms, putrescible sludge deposits, or sediment layers which adversely affect benthic biota or any lawful uses.

17. Surface waters shall be essentially free of settleable solids conducive to changes in flow characteristics of stream channels or the untimely filling of reservoirs, lakes, and bays.

18. The work of the applicant shall be conducted such that surface waters are maintained in an aesthetically attractive condition and foaming or frothing of a persistent nature is avoided. Surface waters shall be maintained so that oil, grease, or related residue will not produce a visible film of oil or globules of grease on the surface or coat the banks or bottoms of the watercourse.

19. This certification shall not be deemed as fulfilling the applicant's/permittee's responsibility to obtain additional authorization/approval from other local, state, or federal regulatory agencies having special/specific authority to preserve and/or protect resources within the area where the work will occur.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Gulfgate Terminal, LLC	File Number: SWG-2011-00437	Date: 3/28/12
Attached is:		See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of Permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact: Jeffrey F. Pinsky, Regulatory Specialist CESWG-PE-RE, P.O. Box 1229 Galveston, Texas 77553-1229 Telephone: 409-766-3087; FAX: 409-766-6301	If you only have questions regarding the appeal process you may also contact: Mr. Elliott Carman Administrative Appeals Review Officer (CESWD-PDO) U.S. Army Corps of Engineers 1100 Commerce Street, Suite 831 Dallas , Texas 75242-1317 469-487-7061 (phone)

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:

APPENDIX C

VERIFICATION

County of Orange

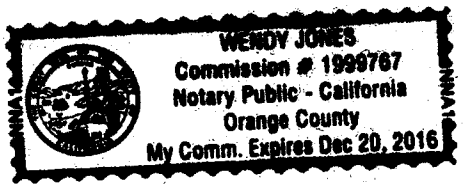
State of California

I, David P. Smith, being duly sworn on his oath, do hereby affirm that I am President of Alturas LLC; that I am familiar with the contents of this Application; and that the matters set forth therein are true and correct to the best of my knowledge, information and belief.

David P. Smith, President

Sworn to and subscribed before me, a Notary Public, in and for the State of California, this 17th day of April, 2014.

, Notary Public



APPENDIX D

OPINION OF COUNSEL

[*see following*]

Alturas LLC

2355 Main Street, Suite 210 • Irvine, CA 92614
Telephone: (949) 222-0746 • Fax: (949) 222-0992

April 18, 2014

VIA ELECTRONIC DELIVERY

Mr. John A. Anderson
Office of Fossil Energy
U.S. Department of Energy
Docket Room 3F-056, FE-50
Forrestal Building
1000 Independence Avenue, S.W.
Washington, DC 20585

Re: Alturas LLC Application for Long-Term Authorization to Export Liquefied Natural Gas

Dear Mr. Anderson:

This opinion of counsel is submitted pursuant to Section 590.202(c) of the regulations of the U.S. Department of Energy, 10 C.F.R. § 590.202(c) (2012). The undersigned is Vice President and General Counsel of Alturas LLC. I have reviewed the corporate documents of Alturas LLC and it is my opinion that the proposed export of natural gas as described in the application filed by Alturas LLC to which this Opinion of Counsel is attached as Appendix D, is within the limited liability company powers of Alturas LLC.

Respectfully submitted,

Lynn T. Wood
Vice President and General Counsel