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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. M024 | 3. EFFECTIVE DATE 1 Jan 2018 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) | |
| 6. Issued By U. S. Department of Energy SPR Project Management Office 900 Commerce Road East New Orleans, LA 70123 | Code | 7. ADMINISTERED BY (If other than Item 6) | | Code |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Mr. Jay Xu Business Opportunity Manager Shell Pipeline Company, LP 910 Louisiana Street Houston, Texas 77002 | | | (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | | 9B. DATED (SEE ITEM 11) |
| | | | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-RL96-97PO70010 |
| CODE | | | | 10B DATED (SEE ITEM 13) April 2, 2003, retroactive to January 1, 2003 |
| [FACILITY CODE | | | | |

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER # NO. AS DESCRIBED IN ITEM 14.

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| (✓) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate date, etc.) |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER(Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this Modification, M024, is to revise paragraphs 3, 4, 15, 18, 26, and of contract DE-RL96-97PO70010, as shown on the attachment. All provisions of this Modification, M024, are supplemental to the terms and conditions set forth in the applicable paragraphs of contract DE-RL96-97PO70010 provided, however, that in the case of a conflict between this Modification, M024, and contract DE-RL96-97PO70010, this Modification, M024, shall govern.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (CONT.)

In addition, this Modification, M024, extends the term of the sublease dated March 24, 1998, but effective January 31, 1997, between the GOVERNMENT and the LESSEE to December 31, 2019. Said sublease covers and affects all land and improvements described in the sublease (but titled "LEASE") from LOCAP, Inc. to the GOVERNMENT dated December 21, 1981, but effective as of December 31, 1981 bearing Lease No. DE-AC96-81PO10088, an extract of which is recorded in Conveyance Book No. 247, Page 618, under Entry No. 61002 of the records of St. James Parish.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) <i>Kevin Nichols, VP</i> | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (TYPE OR PRINT) William, C. Gibson, Jr., Project Manager | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| <i>Kevin Nichols</i> (Signature of person authorized to sign) | <i>5/5/17</i> | <i>William C. Gibson, Jr.</i> (Signature of Contracting Officer) | <i>5/9/17</i> |

Attachment

(Contract DE-RL96-97PO70010 Modification M024)

3. TERM

As is bilaterally agreed upon, a two (2) year extension period beginning January 1, 2018 and ending December 31, 2019 shall be granted to the LESSEE.

4. RENTAL AND FEES

During the two (2)-year lease extension period, LESSEE shall pay the Rental Fee of Two Million Dollars (USD \$2,000,000) per year payable on a monthly basis of One Hundred Sixty-six Thousand, Six Hundred Sixty-six Dollars and Sixty-seven Cents (USD \$166,666.67) within twenty (20) calendar days after the end of the month for which the payment is due.

15. NOTICES

a. Any notice to or advice upon the LESSOR or the LESSEE shall be in writing and shall be deemed to have been given or made on the day when it is mailed or sent by fax to the addresses provided in this Paragraph, or at such other address as the parties may from time to time specify in writing for such purpose.

b. All notices to the LESSEE shall be addressed as follows:

Shell Pipeline Company, LP
Jay Xu
Business Development Lead
910 Louisiana Street, Room 42060B
Houston, Texas 77002

c. All notices to LESSOR shall be addressed to the Local Government Representative as follows, with exception to day-to-day operational, engineering, technical, and scheduling issues addressed in sub paragraph d. below:

Department of Energy
Strategic Petroleum Reserve Office
Deanna E. walker
Realty Specialist
900 Commerce Road East
New Orleans, Louisiana 70123
FAX 504-818-5347

d. Day-to-day operational, engineering, technical, and scheduling issues should be directed to the Saint James Terminal Asset Manager or Alternate as described below:

Department of Energy
Strategic Petroleum Reserve Office
Christopher Roark
St. James Terminal Asset Manager
900 Commerce Road East
New Orleans, Louisiana 70123
Fax 5-4-734-4452

For an emergencies and direct oil movements to and from Saint James Terminal and the DOE Bayou Choctaw Site:

Bayou Choctaw Control Room
PHONE: 225-692-6232
FAX: 225-692-6281

18. RESTORATION OF LEASED PROPERTY

LESSEE shall have until December 31, 2018 to complete restoration activities shown in Exhibit A (Restoration Plan). Except for the Fire Suppression System section IV and Inter-Connecting Piping section V activities, which Lessee shall make best efforts to complete by July 31, 2019 .

During the two-year extension period, LESSEE agrees to complete required maintenance activities identified as part of the DOE Annual Lease Assessment Reports.

The GOVERNMENT reserves the right to monitor and review restoration activities, subject to the provisions of Section 26 below.

26. ACCESS/INSPECTION

The GOVERNMENT shall have access to the LEASED PROPERTY for any purposes, including but not limited to the purpose of inspection, enhancements, or other work deemed necessary by the GOVERNMENT in its reasonable discretion. In exercising its right to access the LEASED PROPERTY, the GOVERNMENT shall comply with all applicable laws, codes, ordinances, rules and regulations applicable to the LEASED PROPERTY and the use thereof, as well as any health, safety, or security protocols of LESSEE, including but not limited to the Shell Life Saving Rules as described in Exhibit B to Modification 024 Contract DE-RL-97PO70010. The GOVERNMENT shall give advance notice of such inspection and enhancement to LESSEE and offer the opportunity to LESSEE to accompany the GOVERNMENT Representative or his/her designee. The GOVERNMENT shall, to the maximum extent possible, plan and coordinate with the LESSEE to minimize impacts to the LESSEE's operational activities.

Exhibit A

Facility Restoration Plan

I. Crude Oil Storage Tanks

Tank Bottoms

- SPLC will repair areas with advanced underside chime corrosion via caulking or other appropriate barrier(s). Tank chime 6 will be spot blasted and recoated.
- SPLC will regrade areas around the tanks where the soil level exceeds the ring wall to ensure rainwater is diverted away from foundations.
- SPLC will inspect and repair leaks on valves T-320-DR5 and T-320-DR1.

Coatings (Paint)

- SPLC will correct the following areas:
 - Roofs on tanks 1, 4, and 6 - repairs to include spot blasting and recoating up to a full recoat.
 - Wind girders on tanks 2 and 3 -recoating.
 - The north side of tank shell 3

General tank farm items

- SPLC will repair or replace the missing pressure indicator, PI-2009, on the 4" bypass line from the Stripper Pump No.4 outlet to the 36" tank inlet line.
- SPLC will repair or replace the missing pressure indicator, PI-2011, on the 4" bypass line from the Stripper Pump No.6 outlet to the 36" tank inlet line

II. Marine Docks Assessment

- SPLC will correct deficiencies identified as out of compliance, non-design related safety concerns and implement corrective measures as identified in the above water inspection "Summary of Significant Findings" commissioned by Shell in October 2016.

Dock No. 1

- SPLC will repair the expansion joints between the concrete panels along the approach.
- SPLC will repair the severely corroded areas on SJTP-11 Purge Pump.
- SPLC will paint the rusted sections of T-202 Slop Oil / Drips Tank and piping.
- SPLC will repair fire pumps SJTP-3 and SJTP-4 leaks.

Dock No. 2

- SPLC will repair the expansion joints between the concrete panels along the approach.
- SPLC will repair or replace the cracked or missing grout below loading arms on the Dock No. 2 Loading Platform.
- SPLC will replace the section of severely corroded T-201 Slop Oil / Drips Tank outlet piping that is causing a leak and repaint.

Exhibit A

Facility Restoration Plan

III. Terminal and Dock Buildings Inspection

- SPLC will replace all lamps in lighting fixtures in all buildings that are out.

IV. Fire Suppression System Assessment

- SPLC will return the fire systems to the same level of protection as received at the lease inception date. SPR will work with Shell to assure adequate equivalency.

V. Inter-Connecting Piping

- SPLC will return the 42" dock 1 pipeline to a condition that is considered serviceable for crude oil transportation under applicable industry standards and consistent with its prior use. A successful pressure test to 225 psig and removal of the stuck pig will qualify the line's integrity and operability.

Note: In the event DOE determines additional repairs are required beyond Shell's contractual responsibilities, Shell shall afford DOE the opportunity to perform additional repairs jointly or concurrently without additional cost to Shell.

VI. Main Terminal

- SPLC will perform painting on areas of coating failure where rust is evident and metal is exposed on piping at the WI/BC meter stations area.
- SPLC will replace missing lids on SJT-SEP1 Oil Water Separator
- SPLC will perform painting on SJT-S3 Oil Sump.
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- SPLC agrees to perform painting on SJT-WB1 Weir box. SPLC will repair access platform behind Redstick fill pumps that has coating deterioration.
- SPLC will repair paint failure to WI-20-CK's flange bolts and nuts.
- SPLC will repair or replace the severely corroded piping, flanges, nuts, bolts, ball and check valves on the discharge piping for the SJTP-21/22 Retention Pond No.2 Pumps.
- SPLC will repair or replace the severely corroded 4" outlet piping on the SJT-123 Diesel Fuel Tank located in Zone 5 behind the Control Center and Maintenance.
- SPLC will correct areas of inadequate drainage inside tank dikes 3, 4, 5, and 6 that drains the roof and provide an unobstructed path for rain water flowing to the collection basin.
- SPLC will repair Treatment Units SJWT-1/2 which has damage to the exterior of both chlorinators.
- SPLC will repair or replace the damaged Flow Distributor Box for the Sanitary Waste Treatment System.

Exhibit A

Facility Restoration Plan

VII. Primary Electrical Equipment

Control Center Building, Generator and Transfer Switch findings

- SPLC will replace the volume gauge on Transformer #1, repair damaged cables on sewerage lift station and replace light bulbs in MCC Room.

Spare Parts Warehouse

- SPLC will secure loose cable on North side of building and provide proper penetration to the building.

Facility Grounds

- SPLC will replace bent covers and electrical panels where necessary if they cannot be sealed properly, replace cables and connectors in the tank farm as needed and replace area lighting bulbs or photocells as necessary to provide adequate area lighting throughout the grounds of the facility, as necessary.

Exhibit B Shell Lifesaving Rules



1. Work with a valid work permit when required



7. Do not walk under a suspended load



2. Conduct gas tests when required



8. Do not smoke outside designated smoking areas



3. Verify isolation before work begins and use the specified life protecting equipment



9. No alcohol or drugs while working or driving



4. Obtain authorization before entering a confined space



10. While driving, do not use your phone and do not exceed speed limits



5. Obtain authorization before overriding or disabling safety critical equipment



11. Wear your seat belt



6. Protect yourself against a fall when working at height



12. Follow prescribed Journey Management Plan