

## EXHIBIT K

### FORM OF REPURCHASE RIGHT REIMBURSEMENT AGREEMENT

#### REPURCHASE RIGHT

#### REIMBURSEMENT AGREEMENT

THIS REPURCHASE RIGHT REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the day of \_\_\_\_\_, 20\_\_, by and between FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company (“**FHR**”), and the CITY OF CORPUS CHRISTI, TEXAS, a Texas home rule municipality (“**City**”). FHR and City are sometimes hereinafter jointly referred to as “Parties” or individually as a “Party”.

#### RECITALS

A. Reference is hereby made to the following agreements: (i) that certain Special Warranty Deed (the “**City Deed**”) dated effective as of \_\_\_\_\_, by and between FHR, as grantor, and City, as grantee, recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ in the Official Public Records of Nueces County, Texas, pursuant to which FHR conveyed to City certain property more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (such property, the “**Project Property**”); (ii) that certain Easement Agreement (the “**Easement Agreement**”) dated effective as of \_\_\_\_\_, by and between FHR, as grantor, and City, as grantee, which was recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ in the Official Public Records of Nueces County, Texas, pursuant to which FHR granted to City certain easements over and across a portion of property owned by Owner and more particularly described on Exhibit B attached hereto and made a part hereof for all purposes (such property, the “**Easement Property**”, and together with the Project Property, collectively, the “**Properties**”); (iii) that certain Purchase and Sale Agreement dated effective as of \_\_\_\_\_, 20\_\_, by and between FHR, as seller, and City, as buyer (as amended from time to time, the “**Purchase Agreement**”);

B. This Agreement is being executed pursuant to that certain Development Agreement dated effective as of \_\_\_\_\_, by and between FHR and City, recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ (the “**Development Agreement**”);

B. This Agreement is being executed contemporaneously with (i) a Special Warranty Deed (the “**Repurchase Right Deed**”) between the City, as grantor, and FHR, as grantee, of even date herewith covering the Project Property, which Repurchase Right Deed has been executed by City and delivered to Title Company (hereinafter defined) pursuant to the terms and conditions of the Escrow Agreement and in furtherance of FHR’s potential exercise of certain rights of repurchase by FHR concerning the Project Property as set forth in City Deed (such repurchase right, the “**Repurchase Right**”); (ii) a Termination and Release of Easement Agreement (the “**Easement Termination Agreement**”, and together with the Repurchase Right Deed and this Agreement, collectively, the “**Repurchase Right Documents**”) between the City, as “City” therein, and FHR, as “Owner” therein, of even date herewith, which Easement Termination Agreement has been executed and delivered to the Title Company pursuant to the terms and conditions of the Escrow Agreement and in connection with FHR’s potential exercise of its Repurchase Right, which acknowledges the termination of the Easement Agreement pursuant to the terms and conditions of such Easement Agreement; and (iii) that certain Escrow Agreement (the “**Escrow Agreement**”) by and among FHR, City and San Jacinto Title Services of Texas, LLC (the “**Title Company**”); and

C. Pursuant to the terms and conditions of the Purchase Agreement, City agreed to be responsible for all expenses allocable to the Properties for all periods from and after the date of the City

Deed and prior to the 11:59 P.M. Corpus Christi Time on the day before the date of the Repurchase Right Deed (such costs, collectively, the “**Reimbursed Costs**”). To the extent this obligation pertains to the Easement Property, it only applies to the City’s interest in the Easement Property pursuant to the Easement Agreement and specifically does not apply to FHR’s retained interests in the Easement Property.

## AGREEMENT

NOW THEREFORE, for and in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed, the Parties agree as follows:

1. Reimbursement of Costs and Expenses. City hereby agrees to reimburse FHR any of the Reimbursed Costs not previously discharged by the City during its ownership of the Properties, subject to the reimbursement process outlined below.
2. Reimbursement Process. City will have 30 days from receipt of invoices from FHR for the Reimbursed Costs, which invoices shall be sent to City at the address set forth in Section 3 hereof, to review such invoices and to advise FHR in writing if City believes such invoices are not within the scope of the Reimbursed Costs. Provided there are no objections from City within such 30-day period, then City shall pay such invoice directly, or reimburse FHR for such invoice, as applicable, within 45 days after FHR delivers such invoice to City. To the extent City disputes whether any costs are not within the scope of Reimbursed Costs, then the Parties agree to work in good faith to resolve such dispute.
3. Notices. Any notice required or permitted to be given hereunder shall be either (i) in writing, sent to the recipient by nationally-recognized overnight delivery service or U.S. registered or certified mail, postage prepaid, return receipt requested or (ii) by electronic mail to the intended addressee at the electronic mail address set forth herein, return receipt requested, and accompanied with a hardcopy writing sent in accordance with clause (i) hereof, in each case, addressed as follows:

If to FHR:

Flint Hills Resources Corpus Christi, LLC  
Attention: Roger TenNapel  
4111 East 37th Street North  
Wichita, Kansas 67220  
Email: [roger.tennapel@fhr.com](mailto:roger.tennapel@fhr.com)

With a copy to:

Flint Hills Resources Corpus Christi, LLC  
Attention: Kim Boatright  
4111 East 37th Street North  
Wichita, Kansas 67220  
Email: [kim.boatright@fhr.com](mailto:kim.boatright@fhr.com)

If to City:

City of Corpus Christi, Texas  
Attn: City Manager  
1201 Leopard Street  
Corpus Christi, Texas 78401  
Email: [peterz@cctexas.com](mailto:peterz@cctexas.com)

With a copy to:

City of Corpus Christi, Texas  
Attn: City Attorney  
1201 Leopard Street  
Corpus Christi, Texas 78401

Email: [milesr@cctexas.com](mailto:milesr@cctexas.com)

With a copy to:

City of Corpus Christi, Texas  
Attn: Water Department  
2726 Holly Road  
Corpus Christi, Texas 78415  
Email: [estebanr2@cctexas.com](mailto:estebanr2@cctexas.com)

For all purposes hereunder, any such notice shall be deemed to have been properly given on the earliest of (a) actual receipt, (b) refusal to accept receipt, (c) the same day it is deposited with a nationally-recognized overnight delivery service with all charges prepaid in full, and (d) three business days after depositing the same with the U.S. Postal Service, with postage fully prepaid, by certified mail, return receipt requested.

4. Default. If City breaches any of its obligations hereunder, then FHR shall have the right to pursue all rights and remedies available to FHR at law or in equity.
5. Miscellaneous. The recitals are incorporated herein by this reference and made a part of this Agreement. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. Section headings are inserted for convenience only and do not form a part of the substantive provisions of this Agreement. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned. For avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement (or any exhibits or addenda hereto), the parties agree that the term “shall” as used in this Agreement (or any exhibits or addenda hereto) will not be construed as permissive, but as absolute, imperative and/or mandatory. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The provisions of this Agreement are not intended to benefit any third party who is not a party hereto. If any provision of this Agreement, or the application thereof to any person, entity, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void in any respect, the remainder of this Agreement and such provisions as applied to other persons, entities, places and circumstances shall remain in full force and effect. Notwithstanding any decisional law to the contrary, this Agreement may be executed by exchange of signed counterparts of this Agreement with all exhibits attached by facsimile or e-mailed PDF followed by delivery of the originals and shall be considered executed and binding upon receipt of the fax or e-mailed PDF of such signed counterpart of the last party to sign this Agreement. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.
6. Voluntary Waiver of Sovereign Immunity. NOTWITHSTANDING ANY LAW NOW OR HEREINAFTER IN EFFECT TO THE CONTRARY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 212.172(i), CITY HEREBY IRREVOCABLY WAIVES ITS SOVEREIGN

IMMUNITY FROM LIABILITY AND SUIT IN ANY LAWSUIT WITH RESPECT TO ANY ACTION IN ANY COURT OR TRIBUNAL OF COMPETENT JURISDICTION AS TO ALL DISPUTES AND ACTIONS BETWEEN FHR AND CITY WHICH MAY ARISE AS A RESULT OF THIS AGREEMENT. CITY ALSO HEREBY CONSENTS TO AND IRREVOCABLY WAIVES ANY AND ALL OBJECTIONS OR DEFENSES IT MAY HAVE TO SUCH JURISDICTION AND VENUE BASED UPON OR RELATED TO SOVEREIGN IMMUNITY. CITY HEREBY ACKNOWLEDGES AND AGREES THAT IT IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND BINDS ITSELF TO THE TERMS OF THIS AGREEMENT. To the extent permitted by applicable law, City further waives and stipulates to the inapplicability of any provision of the Corpus Christi City Charter that would bar, limit, or otherwise affect the ability of FHR to enforce this Agreement.

7. Further Assurances. FHR and City each agree that it will without further consideration execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the transactions and the waivers contemplated by the Repurchase Right Documents.
8. Venue. FHR and City hereby irrevocably submit generally and unconditionally for themselves and in respect of their respective properties and any dispute regarding this Agreement to the jurisdiction of any Texas state court of appropriate jurisdiction or any United States federal court sitting in the county in which the Properties are located. FHR and City hereby irrevocably waive any objection that FHR or City may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. FHR and City consent to any methods of service of process provided for under applicable laws.

*[Signature Page Follows]*

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

**FHR:**

**FLINT HILLS RESOURCES CORPUS CHRISTI, LLC,**

a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

**CITY:**

**CITY OF CORPUS CHRISTI, TEXAS,**

a Texas home rule municipality

By: \_\_\_\_\_

Name:

Title:

APPROVED AS TO LEGAL FORM

This \_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_

Miles Risley, City Attorney

**EXHIBIT A to EXHIBIT K**

**Legal Description of Project Property**

[To be attached prior to execution]

**EXHIBIT B to EXHIBIT K**

**Legal Description of Easement Areas**

[To be attached prior to execution]