



**CITGO Petroleum Corporation**

P.O. Box 4689  
Houston, TX 77210-4689

April 4, 2019

Robert Rocha  
Fire Chief  
Corpus Christi Fire Department  
Corpus Christi, TX

Dear Chief Rocha,

CITGO Petroleum Corporation (“CITGO”) is pleased to make a donation in total amount of *One Hundred Seventy Five Thousand Dollars and 00/100 Dollars (\$175,000.00)* (“Donation”) to the City of Corpus Christi, Texas (the “City”), a Texas municipal entity exempt from federal income taxation under Section 115 of the Internal Revenue Code of 1986, designated and earmarked for the Corpus Christi Fire Department (“CCFD”), an integral department and instrumentality of the City, to support CCFD’s ability to effectively respond after the event of a disaster. CITGO’s donation is subject to and conditioned upon the terms stated in this letter agreement, and CCFD’s written acceptance of same.

Therefore, CCFD agrees to and accepts the following terms and conditions for the Donation:

1. Within ten (10) days upon receipt of the donation from CITGO, CCFD shall complete and promptly provide to CITGO a written receipt of this donation in the form of the Contribution Receipt Form attached to this agreement.
2. CCFD agrees that the Donation will be used to purchase items listed in Attachment 1 (the “Items”). If exact Items are not available, CCFD may purchase comparable items.
3. CCFD verifies that there is adequately trained employees to utilize the Items designated for purchase with the Donation; proper storage and maintenance plans exist or will be developed for the Items; and that the Items purchased will be used to protect and serve the public more effectively in pre- and post-disaster situations.
4. CCFD represents it is political subdivision of the state of Texas and an integral department and instrumentality of the City, exempt from federal income taxation. CCFD represents that the execution, delivery and performance of this agreement are within CCFD’s powers, and have been or will be duly authorized by all necessary action, and no part of the Donation shall be used to participate or intervene, directly or indirectly, in any political campaign on behalf of, or in opposition to, any candidate for public office.
5. CCFD agrees to not issue a press release regarding this donation or to use CITGO’s or its affiliates’ names, logos or marks of any kind in any advertising or publicity, without CITGO’s prior written consent.
6. This agreement constitutes the entire understanding between the parties and supersedes all previous understandings, agreements, communications, representations, whether written or oral, concerning the subject matter hereof.

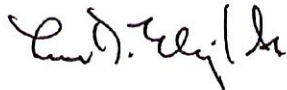
7. This agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall be considered one and the same agreement. A signed copy of such instruments transmitted via facsimile, email or other electronic means shall constitute an originally signed instrument.
8. This agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas, without regard to any conflicts of laws or provisions of another jurisdiction. Both parties accept and consent and agree to the exclusive jurisdiction of the applicable state and federal courts of and located in Harris County, Texas for the resolution of any disputes arising under or relating to this Agreement. The prevailing party in any legal proceeding arising from this Agreement shall be entitled to recover from the non-prevailing party, all expenses (including reasonable attorney's fees) and costs incurred by the prevailing party.

Please acknowledge CCFD's understanding and agreement with the foregoing provisions by signing both enclosed original copies of this letter where indicated below and returning one signed original copy of this letter and the completed Contribution Receipt Form attached hereto to CITGO at the address above, care of Larry Elizondo.

Upon receipt of a signed original copy of this agreement, CITGO will arrange for the donation to be donated to CCFD.

Please do not hesitate to contact Shannon McNary at (832) 486 – 4061 or smcnary@citgo.com if you have any questions.

Sincerely,



Larry Elizondo  
General Manager Community Relations, Corporate Social Responsibility and Legislative Affairs  
CITGO Petroleum Corporation

Attachments

Acknowledged and Agreed to this 4<sup>th</sup> day of April, 2019:

*Corpus Christi Fire Department*

By: 

Name: Robert Rocha  
Title: *Fire Chief CCFD, Authorized Representative*

Date: April 4, 2019

## Attachment 1

APPROX QTY	Equipment/Training
	<b>Personal Protective Gear</b>
12	Level "A" Suits
18	Level "B" Suits
18	Bio seal Tyvek Style suit
60	FR Coveralls
1	Level "A" Pressure Tester
	<b>Detection/Identification Tools</b>
4	Area Rae Pro
10	Q Rae 3
6	MultiRae Lite
6	Tier 2 License
4	Tier 3 License
4	Rae link Mesh Modem
Set 11	Drager Tubes
1	Sen Gold LEL only PPM
1	identiFINDER R400
	<b>Training</b>
	HazClass Training for 60 FF
	<b>Operations</b>
1	Midland ER KIT
1	Classification kit
1	Pancake Frisker
1	Rad Training source kit
1	Chlorine kit upgrade
	151 B Box
	Kit B conversion
1	Magnetic Patch
2	66 gal berm
2	100 gal berm
<b>Total</b>	<b>\$175,000.000</b>