

52195 / 42980

**LEASE -- CONTRACTOR/STORAGE YARD
PUTNAM EXPANSION
30" WEST LOOP
WBS# C-19118-GL-94300001**

THIS LEASE -- CONTRACTOR/STORAGE YARD ("Lease") is made and entered into effective as of the _____ day of _____, 2021, by and between **BAR D RANCH PARTNERSHIP**, a Florida general partnership ("Lessor") whose mailing address for the purposes of this Lease is 4458 South US Hwy 441, Lake City, FL 32025, and **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company whose principal address is 1300 Main Street, Houston, TX 77002 ("Lessee").

Lessor, for and in consideration of the rental payments to be made by, and obligations of, Lessee contained in this Lease hereby leases to Lessee, and Lessee, for and in consideration of the rights conveyed by, and the obligations of, Lessor contained in this Lease, hereby leases from Lessor property ("Premises"), consisting of approximately twenty (20) acres, as depicted on the attached Exhibit "A," which is located in the Southwest corner of, and is a portion of, the following described real property in Columbia County, Florida, and

SECTION 1, TOWNSHIP 6 SOUTH, RANGE 16 EAST:

All of said Section 1, LESS AND EXCEPT; The West ½ of the Northwest ¼, ALSO LESS AND EXCEPT; 2.00 acres square in the Northwest corner of the Northwest ¼ of the Southwest ¼ for school and church, described as an exception in Deed Book 40 Page 212, public records of Columbia County, Florida AND LESS AND EXCEPT the East ½ of the NE ¼ and the East ½ of the SE ¼ (END OF LESS OUTS).

Columbia County, Florida Property Appraiser Parcel ID No.: 01-6S-16-03761-000

1. TERM: The term of this Lease shall be for a term of Twelve (12) months commencing on May 1, 2021 and ending on April 30, 2022. Lessee shall have the option to extend the term of this Lease for up to Three (3) additional months (the "extension period") by giving written notice to Lessor of the election and the additional time frame that it wishes to extend the term of this Lease. The written notice to Lessor shall be given by Lessee prior to the expiration of the primary term. Continued possession of the Premises by Lessee beyond the extension period shall constitute a month-to-month extension of this Lease. The monthly rent set forth in Paragraph 2 below and the terms and conditions of this Lease shall be applicable to the extension period of this Lease. Either party to this Lease may cancel this Lease during any month-to-month extension of this Lease upon thirty (30) days written notice to the other party.

2. **RENT:** Lessee shall pay Lessor as rental the total sum of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00), together with any sums owed for any additional term (collectively "Rent") payable as follows: upon execution and delivery of this Lease, Florida Gas will pay Owner the total sum of One Hundred Twenty Thousand and 00/XX Dollars (\$120,000.00), by check made payable to Owner. Thereafter, in the event Florida Gas extends the Lease, Florida Gas agrees to pay to Owner the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) per month of the extension period described above, on or before the first day of each month during said extension period of this Lease. As of the date of this Lease, the Premises are stipulated and deemed to contain 20 acres of land.

3. **ACCESS:** Lessee shall utilize SW Herlong Street as the primary means of access to the Premises and such other roads or routes as Lessor and Lessee may mutually agree to.

4. **FENCES:** Lessee shall fence the Premises, at Lessee's expense and restrict unlawful access to the Premises by all other parties, whomsoever, excluding Lessor.

5. **SURVEYS AND EXAMINATIONS:** Prior to occupancy of the Premises, Lessee shall have the right to enter the lands and Premises to conduct such environmental, civil, archeological, endangered species or other surveys, examinations, tests or studies deemed necessary by Lessee or required by city, county, state or federal statutes, rules, regulations or ordinances.

6. **USE OF PREMISES:** Lessee agrees to use and occupy the Premises for: (a) unloading, loading and/or storage of pipe, fittings, valves, vehicles and other supplies and equipment, (b) routine maintenance of equipment and vehicles, (c) placement of temporary trailers, buildings and sheds on the Premises for use as office space and storage by Lessee and/or (d) such other activities required in the ordinary course of the business of Lessee and the contractors, subcontractors, agents, employees and officers of Lessee; to include but not limited to, welding, fabrication and testing of piping sections. The Premises shall be used only for the stated purposes only and for no other purpose without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee covenants and agrees that the Premises shall not be used for lodging or sleeping or for any trade, business, vocation or occupation which is prohibited by law.

7. **RULES AND REGULATIONS:** Lessee shall observe and comply with all applicable and enforceable rules, regulations and laws now in effect or which may be enacted during the continuation of this Lease by any municipal, county, state or federal authorities having jurisdiction over the Premises.

8. **HAZARDOUS USES PROHIBITED:** Lessee shall not permit the Premises to be occupied for any business or purpose deemed extra hazardous on account of fire or any other account nor commit any act which will invalidate any policy of insurance on the Premises.

9. LESSEE'S REPAIRS AND MAINTENANCE Lessee shall: (a) keep the Premises in a clean and presentable condition and not allow any refuse or debris to accumulate on the Premises; and (b) keep the Premises in as good repair as the Premises were at commencement of this Lease, wear and tear arising from the reasonable use of the same and damage by the elements excepted. All repairs and maintenance by Lessee shall be done in a good and workmanlike manner.

In connection with any work which Lessee may undertake with respect to Lessee's obligations pursuant to the preceding sentences, Lessee shall pay all costs, expenses and liabilities arising out of or in any way connected with such alterations, improvements or additions made by Lessee.

10. LESSEE SIGNS: Lessee shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Premises, provided only that: (a) any and all signs shall comply with any applicable ordinances of the city or municipality in which the Premises are located and the laws of the State of Florida; (b) the signs, if and when removed, shall not permanently damage any buildings; and (c) such signs shall be subject to the written approval of Lessor, which approval shall not be unreasonably withheld.

11. REMOVAL OF FIXTURES: All movable fixtures, property, trailers, temporary buildings or equipment installed on, or attached to, the Premises by Lessee may be removed by Lessee at the termination of this Lease, provided that: (a) Lessee shall not then be in default in the performance of any of its obligations of Lessee contained in this Lease; (b) the removal shall not permanently damage the Premises; (c) the removal shall be made before the expiration of this Lease or any extension thereof; and (d) Lessee, at its own expense, shall, to the extent caused by Lessee, repair the Premises to the condition that existed prior to the installation of such fixtures, ordinary wear and tear and damage by the elements excepted.

12. TAXES: During the period of this Lease, all ad valorem taxes and special assessments relative to the Premises shall be paid by Lessor, except that Lessee shall pay all taxes for personal property placed on the Premises by Lessee, if any.

13. UTILITIES: Lessee shall provide and pay for all utilities used by Lessee on the Premises during the term of this Lease or any extension thereof.

14. ENVIRONMENTAL MATTERS: Lessor warrants and represents that to the best of Lessor's knowledge and belief: (a) there are no underground storage tanks on the Premises, (b) no present or prior use of, or activity on, the Premises or any part thereof that has resulted in the disposal or placement of hazardous substances on, in or at the Premises or (c) Lessor has no knowledge or notice of any pollutant or contaminant to the environment being in, on, under or about the Premises, within the meaning of the terms "hazardous substances", "pollutant", or "contaminant", as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended.

by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C., Secs. 9601-9675.

Lessee shall not be responsible for, and Lessor shall indemnify and hold Lessee harmless from all losses, liability, causes of action, fines, penalties, costs and expenses resulting from or in connection with the existence, remediation or disposal of petroleum, hazardous substances, pollutants, contaminants or toxic substances, or wastes which are caused by Lessor and present on the Lands or the Premises as of the commencement date of this Lease, or which migrate to the Lands or the Premises after the commencement date of this Lease if caused by Lessor.

Lessee agrees that in the event that Lessee should create a hazardous condition on the Premises, Lessee shall indemnify and hold Lessor harmless from all losses, liability, causes of action, fines, penalties, costs and expenses resulting from or in connection with the existence, remediation or disposal of petroleum, hazardous substances, pollutants, contaminants or toxic substances, or wastes which are present on the Lands or the Premises as a result of Lessee or any officers, employees, subcontractors, or agents of Lessee. Upon notification by Lessor, Lessee shall, at the sole cost and expense of Lessee, correct such condition or situation.

15. LIABILITY OF LESSEE: Subject to the provisions of Paragraph 14, Lessee shall be responsible and liable for all damages to the extent caused by Lessee in conducting its operations and business on the Premises and shall hold harmless and indemnify Lessor from and against any such claims, except claims caused by any malfeasance, or gross negligence of Lessor, or Lessor's other tenants, licensees, invitees, workers, contractors or agents.

16. INSOLVENCY OR BANKRUPTCY: This Lease, at option of Lessor, shall terminate in case Lessee shall be adjudged bankrupt or insolvent by a court of competent jurisdiction, or in case Lessee shall make an assignment for benefit of creditors.

17. DEFAULT BY LESSEE: Any one or more of the following events shall constitute Lessee's default under this Lease:

a) Default by Lessee in the payment of any Rent provided for herein when the same shall become due and payable, and such failure continues for ten (10) days after written notice from Lessor to Lessee;

b) The filing of any voluntary petition by Lessee, in any bankruptcy, reorganization, composition, arrangement, receivership or insolvency proceeding, or the filing of any similar petition against Lessee, if such proceeding shall not be dismissed within ninety (90) days after the institution of the same, or if in any proceeding a receiver or trustee be appointed for all or any portion of the Lessee's property and such receiver or trustee shall not be discharged within ninety (90) days after the appointment thereof;

c) Failure of Lessee to perform or observe any other provisions of this Lease to be performed or observed by Lessee, and such failure continues for thirty (30) days after written notice from Lessor to Lessee.

In the event of the occurrence of one or more of the events of default specified above, Lessor shall have the right then or at any time while such default or defaults shall continue, to either terminate this Lease and Lessee's right to possession of the Premises, provided Lessor must give written notice to Lessee of Lessee's failure to comply fully with any terms in this Lease. If Lessee fails to correct the defaults stated in Lessor's written notice within thirty (30) days of receipt of the written notice or shall not have commenced activities to correct such defaults within such time period, then Lessor may terminate this Lease by giving Lessee further written notice stating the date that this Lease is terminated.

Upon Lessee's default under this Lease, if Lessor elects to terminate the Lease, Lessee shall pay forthwith to Lessor, not as a penalty, but as consideration for the loss of Lessor's bargain, a sum equal to all sums remaining due to Landlord under the terms and conditions of the Lease, including all remaining unpaid Rent.

In the event that it is necessary to file a lawsuit to enforce the terms of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said litigation matter.

18. DEFAULT BY LESSOR: If Lessor defaults in the performance of, or compliance with, any of the terms, covenants or conditions of this Lease, then Lessee may, after reasonable notice of not less than thirty (30) days, terminate this Lease if Lessor fails to correct the defaults stated in Lessee's written notice within thirty (30) days of receipt of the written notice or shall not have commenced activities to correct such defaults within such time period.

19. ASSIGNMENT: Lessee shall not assign this Lease nor sublet the Premises or any portion thereof without the express written consent of Lessor, which written consent shall not be unreasonably withheld by Lessor. It is expressly provided that the consent of Lessor shall not be required where Lessee makes an assignment to a parent, subsidiary, partnership or to an entity of which Lessee is a part.

20. LESSOR'S ACCESS TO PREMISES: Upon reasonable prior notice and during reasonable hours, Lessor, its agents or workmen may enter the Premises to inspect the same, make repairs or improvements, or for any other purpose pertaining to Lessor's rights therein.

21. MARGINAL HEADINGS: The marginal headings are for convenience only and are not to be construed as a part of this Lease or in limitation of the scope of particular paragraphs to which they refer.

22. RIGHTS CUMULATIVE: The various rights, powers, options, elections and remedies of Lessor and Lessee, provided in this Lease, shall be construed exclusive of any rights, remedies or priorities allowed Lessor or Lessee by law and shall in no way affect or impair the right of Lessor or Lessee to pursue any other equitable or legal

remedy to which Lessor or Lessee may be entitled.

23. BINDING EFFECT: All of the agreements, conditions, obligations and undertakings herein contained shall extend to and be binding upon Lessor and the heirs, executors, personal representatives, successors and assigns of Lessor and upon Lessee and the successors and assigns of Lessee.

24. WAIVER: No waiver of any breach of any covenant, agreement or condition of this Lease shall be construed to be a waiver of any other breach of the same or of any other provision of this Lease.

25. NOTICES: Any notice required to be given hereunder shall be given in writing and delivered to the other party: (a) personally; (b) by first class or certified U.S. mail, with or without return receipt requested, addressed to the party at the address stated above, (c) national overnight delivery service, (d) electronic mail (email) or (d) by facsimile transmission. Both parties must notify the other of any change of address in writing in the manner stated above. Notice shall be deemed given at the time of delivery if delivered personally, at the time it is deposited in the U.S. mail if delivered by first class or certified mail or with the national overnight delivery service or at the time of transmission if by email or facsimile.

26. QUIET ENJOYMENT: Lessor represents and warrants to Lessee that Lessor has good and sufficient title to the Premises and has the lawful right and authority to enter into this Lease. Upon payment of the rent by Lessee and the performance of the covenants imposed on Lessee, Lessee shall be entitled to the peaceable and quiet possession and enjoyment of the Premises for the term of this Lease.

27. EXPIRATION OF LEASE: Upon the termination of this Lease, Lessee shall give peaceable possession of Premises to Lessor, in as clean and good condition as they now are, the usual wear and tear, inevitable accidents, and loss by fire excepted.

28. TIME OF THE ESSENCE: Time shall be of the essence in this Lease.

29. WRITTEN AGREEMENT: This Lease contains the entire agreement between the parties and no representations or agreements of either of the parties are binding upon the other unless incorporated herein.

30. EXHIBITS: Exhibit "A" is attached hereto and by this reference made a part hereof for all purposes.

31. COUNTERPART EXECUTION: This instrument may be executed in any number of counterparts, all of which together shall constitute a single instrument.

32. INDEMNIFICATION: With exception for those claims or damages caused solely by Lessor's willful malfeasance or gross negligence, Lessee shall indemnify and save Lessor harmless from and against all claims, demands, actions or suits in law or in

equity (including reasonable attorney fees, costs and expenses incident thereto) for or on account of injury, damage or loss to the person or property of others, including Lessor, to the extent caused by the negligence of Lessee while utilizing the Premises for the purposes set forth in this Lease or to the extent that may be caused otherwise by the negligence of Lessee in its exercise of the rights herein granted.

33. INSURANCE: During the Term, Lessee shall maintain, at its sole cost and expense, a liability policy of insurance with minimum limits of \$2,000,000.00 for bodily injury or death of a person(s) arising out of each single occurrence; and \$2,000,000.00 for property damage arising out of each single occurrence; and workers compensation coverage as mandated by the applicable laws of the State of Florida. Said liability policy shall include contractual liability coverage and support obligations assumed by Lessee in the indemnity herein. A certificate of insurance shall be furnished to Lessor prior to occupancy of the Premises, evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect the interests of Lessor until ten (10) days advance written notice has been furnished to Lessor and shall provide a certificate of insurance to Lessor naming Lessor as an additional named insured.

34. JURISDICTION : This lease shall be governed by, and interpreted under, the laws of the State of Florida, and venue shall be proper in the circuit court for Columbia County.

[Signatures to follow]

EXECUTED by Lessor and Lessee on the dates shown below to be effective as of the date first above written

"LESSOR"

BAR D RANCH PARTNERSHIP

By: N. Terry Dicks

Name: N. Terry Dicks

Title: Gen partner

Date: 3-12-2021

"LESSEE"

FLORIDA GAS TRANSMISSION
COMPANY, LLC

By: David Shellhouse

Name: David Shellhouse

Title: Vice President - Operations

Date: 3-12-2021

