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Detail by Entity Name

Florida Profit Corporation

ANDERSON COLUMBIA CO., INC.

Filing Information

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Principal Address

871 NW GUERDON STREET
LAKE CITY, FL 32055

Changed: 04/14/2009

Mailing Address

P.O. BOX 1829
LAKE CITY, FL 32056-1829

Changed: 03/28/2018

Registered Agent Name & Address

SCHREIBER, BRIAN
871 NW GUERDON ST
LAKE CITY, FL 32055

Name Changed: 05/19/2023

Address Changed: 02/23/2021

Officer/Director Detail

Name & Address

Title P, D

ANDERSON III, JOE H.
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LAKE CITY, FL 32055

Title VP

WILLIAMS, TONY
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LAKE CITY, FL 32055

Title S, D

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871 NW GUERDON STREET
LAKE CITY, FL 32055

Title VP, D

ANDERSON, DOUGLAS M
871 NW GUERDON STREET
LAKE CITY, FL 32055

Title VP, D

CHILDERS, CINDY A
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Title VP, D

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LAKE CITY, FL 32055

Title Asst. Secretary

MADDUX, ALISA
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LAKE CITY, FL 32055

Title VP

BOOTH, DOUG
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LAKE CITY, FL 32055

Title Asst. Secretary

Stahl, Schley
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Annual Reports

Report Year	Filed Date
2022	02/23/2022
2023	02/27/2023
2023	05/19/2023

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Detail by Entity Name

Foreign Limited Liability Company

ASSOCIATED ASPHALT LAKE CITY, LLC

Filing Information

Document Number	M13000002521
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Principal Address

110 Franklin Rd SE, 9th Fl
Roanoke, VA 24011

Changed: 04/10/2018

Mailing Address

110 Franklin Rd SE, 9th Fl
Roanoke, VA 24011

Changed: 04/10/2018

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST.
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 03/01/2019

Address Changed: 03/01/2019

Authorized Person(s) Detail

Name & Address

Title Manager

ASSOCIATED ASPHALT PARTNERS, LLC

110 Franklin Rd SE, 9th Fl
Roanoke, VA 24011

Annual Reports

Report Year	Filed Date
2021	04/24/2021
2022	04/05/2022
2023	03/03/2023

Document Images

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04/19/2013 -- Foreign Limited	View image in PDF format



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Detail by Entity Name

Foreign Limited Liability Company

ASSOCIATED ASPHALT DISTRIBUTION, LLC

Filing Information

Document Number M20000011119
FEI/EIN Number 20-5749666
Date Filed 12/04/2020
State VA
Status ACTIVE

Principal Address

110 FRANKLIN RD. SE, 9TH FL
ROANOKE, VA 24011

Mailing Address

110 FRANKLIN RD. SE, 9TH FL
ROANOKE, VA 24011

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 N. CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301

Authorized Person(s) Detail

Name & Address

Title MBR

ASSOCIATED ASPHALT PARTNERS, LLC

110 FRANKLIN RD. SE, 9TH FL
ROANOKE, VA 24011

Title AP

COHAN, DAVID N
110 FRANKLIN RD. SE, 9TH FL
ROANOKE, VA 24011

Title MGR

STARNES, JASON
110 FRANKLIN RD. SE, 9TH FL
ROANOKE, VA 24011

Annual Reports

Report Year	Filed Date
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2022	02/23/2022
2023	03/03/2023

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04/24/2021 -- ANNUAL REPORT	View image in PDF format
12/04/2020 -- Foreign Limited	View image in PDF format



May 8, 2023

Re: Authorization to pull permits

To whom it may concern:

Shawn Ferrero is hereby authorized to pull structural and environmental permits for a project at Associated Asphalt Lake City's facility in Lake City, Florida.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David N. Cohan".

David N. Cohan,
General Counsel

COMMONWEALTH OF VIRGINIA
CITY OF ROANOKE

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by David N. Cohan, General Counsel for Associated Asphalt Lake City, LLC, on behalf of the company.

My Commission Expires:

8/31/2023

A handwritten signature in black ink, appearing to read "Wendi Renee Basham".

Notary Public



LEASE AGREEMENT

THIS LEASE is made and entered into this 14 day of SEPTEMBER, 2005, by and between ANDERSON COLUMBIA COMPANY, INC., a Florida corporation located at 2 Guerdon Road, Lake City, Florida 32056 ("Anderson Columbia"), and SUMMIT ASPHALT PRODUCTS, LLC., a Utah Limited Liability Company, located at 2064 Prospector Ave., Suite 102, Park City, UT 84060 ("Summit").

WITNESSETH:

1. AGREEMENT

Anderson Columbia hereby delivers, and Summit hereby accepts, the premises hereinafter described, subject to the terms and conditions provided herein. This Agreement is subject to the terms, covenants, and conditions set forth herein, and Summit covenants that a material part of the consideration for this Agreement is to keep and perform each and all of said terms, covenants, and conditions by it to be kept or performed, and that this Agreement is made upon the condition of such performance.

2. PREMISES

2.1. Description. The premises subject to this Agreement (hereinafter called "premises") are 2.44 acres (to be determined) in Columbia County, Florida described in EXHIBIT "A," attached hereto and made a part hereof. The term "premises," as used in this Agreement, shall include the land and structures owned by or under the control of Anderson Columbia, no other land or structures shall be considered part of the

premises. In the event that Summit requires more space for expanded operations, Anderson Columbia agrees to make a good faith effort to provide additional space and to negotiate with Summit for the additional rent to be paid for the use of any additional space. Notwithstanding Anderson Columbia's agreement to make a good faith effort to provide additional space if necessary, Anderson Columbia shall have no obligation to provide additional space if Summit's use of additional space would interfere with Anderson Columbia's planned or on-going operations, including but not limited to storage or stockpiling of materials, aggregate or equipment. The terms and conditions of this Lease shall remain binding on Summit and shall govern its operations on the additional space.

2.2. Reservations. This Agreement and the premises delivered hereby are and shall be at all times subject to the following:

2.2a. Utility Rights-of-Way. Right-of-way for sewers, pipelines, conduits and for telephone, telegraph, light, heat and power lines as may from time to time be determined to be necessary by Anderson Columbia, including the right to enter upon, above, below or through the surface to construct, maintain, replace, repair, enlarge or otherwise utilize the premises for such purpose, without compensation or abatement of rent, provided the surface shall be restored, to the extent feasible, to the condition previously existing.

2.2b. Street and Highways. Rights-of-way for streets and other highways and for railroads and other means of transportation which are apparent from a

visual inspection of the premises or which shall have been duly established or which are specifically reserved herein.

2.3. Inspection. Summit has inspected the premises in contemplation of occupying them for the uses permitted hereunder and agrees that:

2.3a. Suitability. Summit hereby agrees that the premises, including any improvements existing thereon covered by this Agreement, is suitable for the intended uses as approved by Anderson Columbia herein. No officer or employee of Anderson Columbia has made any representation or warranty with respect to the premises, including improvements existing thereon, unless the nature and extent of such representation or warranty is described in writing and attached hereto as an addendum.

2.3b. Additions and Improvements at Tenant's Expense. Any modification, improvement, or addition to the premises and any equipment installation lawfully required by the Fire Department, Department of Building and Safety, Air Pollution Control District, Regional Water Quality Control Board, Environmental Protection Agency or any other local, regional, state or federal agency and any modification, improvement or addition to the premises and any equipment installation required by applicable law to be made to the premises including, without limitation, any repairs, alterations, additions, improvements or installations required by the Americans with Disabilities Act of 1990 and all regulations promulgated pursuant thereto, in connection with Summit's use, shall be constructed or installed at Summit's sole expense.

3. TERM

3.1. Length. The term of the Agreement shall be for a period of ten (10) years and shall commence on July 1, 2005 (the "lease commencement date"), and expire on December 31, 2015. Provided Summit is not in default of any of its obligations hereunder, Summit may exercise an option to extend this Agreement for one (1) additional ten (10) year period. If Summit decides not to extend the term of the Lease, written notification must be presented by Summit to Anderson Columbia not less than one hundred eighty (180) days prior to the expiration of the previous term; otherwise the term of this lease shall automatically be extended an additional ten (10) years. The obligations of the parties arising during the term of this Lease, or to indemnify, defend or hold any persons harmless for matters arising during the term hereof or relating to Summit's use of the Premises, shall survive the termination of this Lease.

4. LEASE PAYMENTS

4.1 Base Payment. Summit agrees to pay Anderson Columbia Ten Thousand Dollars and no cents (\$10,000.00) per annum as rent for the Premises. Lease payments shall be due and owing on the lease anniversary date of each year during the lease term. At Anderson Columbia's option and in accord with Section 9.1 below, rent may be paid by Summit in the form of discounts on product sales to Anderson Columbia. The Annual Lease payment amount shall be adjusted annually to reflect the preceding period in the Consumer Price Index (CPI), having a base of 1982=100 and so as to maintain an annual

lease payment of at least \$10,000. Except as noted herein, Summit will make no monthly payments to Anderson Columbia.

4.2. Late Charge. Summit acknowledges that late payment to Anderson Columbia of rent will cause Anderson Columbia to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Anderson Columbia by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Summit is not received by Anderson Columbia within five (5) days after the same is due, Summit shall pay to Anderson Columbia, in addition to the statutory rate of interest provided by Florida law, an additional sum of five percent (5%) of the overdue rent as a late charge. Acceptance of any late charge shall not constitute a waiver of Summit's default with respect to the overdue amount, or prevent Anderson Columbia from exercising any of the other rights and remedies available to Lessor.

4.3. Taxes, Assessments.

4.3a. On Real and Personal Property. Summit shall be responsible for payment of all real and personal property taxes, general and special assessments, and other charges of every description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, including any property taxes allegedly created by this Agreement, to the full extent of

installments falling due during the term, whether belonging to or chargeable against Anderson Columbia or Summit. Summit shall make all such payments directly to the charging authority not later than five (5) days before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Summit may, at Summit's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

4.3b. Prorations. Payments of taxes or assessments or both, shall be prorated for any lease year less than a full calendar year. For permitted installment payments, Summit shall pay all installments falling due during the term of this Agreement. If such payments falling due during the term of this Agreement are for periods prior to or after expiration of the term of this Agreement, Summit shall make all such prorated payments.

4.3c. Tenant's Right To Contest. Summit may contest the legal validity or amount of any taxes, assessments or charges for which Summit is responsible under this Agreement, and may institute such proceedings as Summit considers necessary. If Summit contests any such tax, assessment or charge, Summit may withhold or defer payment or pay under protest but shall protect Anderson Columbia and the premises for any lien by adequate surety bond or other appropriate security approved by Anderson Columbia.

4.3d. Proof of Compliance. Upon written request by Anderson Columbia, Summit shall furnish to Anderson Columbia at least ten (10) days before the date when any tax, assessment, or charge would become delinquent, receipts or other appropriate evidence establishing the payment of any such taxes, assessments or charges.

4.4. Records and Accounts. Summit shall keep full and accurate books of account, records and other pertinent data covering all transactions and operations under this Agreement including, but not limited to, the payment of taxes. Such books of account, records, and other pertinent data shall be kept for a period of ten (10) years after the end of each lease year. The receipt by Anderson Columbia of any statement, shall not bind Anderson Columbia as to the correctness of the statement or the payment. Summit also agrees to make available to Anderson Columbia those documents necessary or requested by Anderson Columbia to confirm compliance and satisfaction with the provisions of this Agreement.

4.5. Wheelage Fee. Summit agrees to pay Anderson Columbia in addition to the other payments required herein, a wheelage fee of \$1.00 per each ton of asphalt hauled from the lease premises, including the material purchased by Anderson Columbia. This wheelage fee covers the expenses incurred by Anderson Columbia in spotting the rail cars and for scale usage fees. Such payment may be paid through additional discounts from the materials purchased by Anderson Columbia from Summit. The wheelage fee for products other than asphalt shall \$1.00 per ton unless agreed to in writing by the Parties.

5. APPROVED USES

5.1 General. Summit shall have the right to use the Premises for the following uses:

5.1a: Liquid Asphalt Terminal: Construct and operate a liquid asphalt terminal for the purpose of unloading, storing, blending, polymerizing, emulsifying and distributing liquid asphalt products.

5.1b: Roofing Asphalt: Construct and operate an asphalt oxidization facility for the purpose of manufacturing roofing flux asphalt and other specialty asphalt products.

5.2 Independent Operations and License. Subject to the conditions and restrictions set forth in this Agreement, Summit will have full and complete independence from Anderson Columbia as it relates to the use and operation of the Premises. Anderson Columbia grants a license to Summit, allowing Summit's agents, servants, employees and various customers and purchasers of material right of access by road or rail spur onto and over real property owned by Anderson Columbia within corridors as may be designated by Anderson Columbia from time to time. Said license allowing right of access shall be solely for purposes directly associated and related to the operation of the subject facility. The rights of access allowed hereby do not and shall not confer any interest in realty to Summit, and such rights shall be personal only, it being both parties intent to create a license and not

an ownership interest. Summit shall at all times strictly comply with all applicable laws or government regulations relating to its activities on the premises.

5.3 Principle Use. Summit shall primarily use the premises during the term of this Agreement for the Approved Uses and related services, provided such operation does not materially interfere with the business of Anderson Columbia. Summit shall not use or permit the premises to be used for any other purposes without the prior written consent of Anderson Columbia; however, Anderson Columbia will not interfere with Summit's daily business concerning the Approved Uses.

5.4 Manner of Conducting Business. Summit represents, warrants and agrees that its use of the premises will at all times be conducted in a manner compatible with the image and reputation of Anderson Columbia. Without limiting the foregoing, it is specifically agreed that Summit will not manufacture, process, distribute, use, transport, handle, treat, store, dispose, emit, discharge, leak, spill or release any Hazardous Substance on, in, under or from the Premises. As used herein, "Hazardous Substance" means any hazardous, toxic or dangerous waste, substance or material including, but not limited to, any elements, compound substance or material which are now or hereafter (i) identified in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601(14) and as set forth in 40 C.F.R. §302, as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under any Environmental Law. Notwithstanding the foregoing, Summit shall

be permitted to use, transport, handle or store petroleum or petroleum products as defined in Fla. Stat. §376.301, as well as other substances ordinarily and customarily used in the asphalt business, provided that such is done in strict accordance with all applicable laws, regulations or other requirements of federal, state or local authorities and in a manner consistent with good and prudent commercial practice, and provided further that Summit shall take all reasonable precautions to safeguard against any emission, discharge, leak, spill or release of such substances. Summit shall at all times strictly comply with all applicable laws or governmental regulations. Summit agrees to use the premises, and to conduct all activities on or about the premises, in a careful, non-negligent manner, with due regard for the life and property of all persons and to cause all persons under Summit's control or supervision entering the premises to conduct themselves in accordance with this same standard.

5.5. Prohibited Uses. Summit shall not do or permit anything to be done in or about the premises, nor bring or keep anything thereon which will cause the cancellation of fire or other insurance covering the premises or its structures, or which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of the premises which are or may hereafter be enacted or promulgated by any public authority, nor in any way obstruct or interfere with the rights of Anderson Columbia or injure Anderson Columbia, nor use or allow the premises to be used for any improper, immoral,

unlawful or objectionable purposes or for any purpose prohibited by any insurance policy covering the premises or its structures.

5.6. Notice of Violation. Summit shall notify Anderson Columbia in writing immediately whenever Summit receives notice from any regulatory agency that Summit is or may be in violation of the terms of any statute, rule, regulation, order permit or approval issued by such regulatory agency. Summit's notice to Anderson Columbia shall include a copy of the notice from the regulatory agency.

6. DEFAULT AND REMEDIES TO LANDLORD

6.1. Default and Termination. Anderson Columbia shall have the right to terminate this Lease, with such termination constituting a breach of this Lease on the part of Summit, upon Summit's failure to cure any defaults or breaches hereunder within 30 days of written notification by Anderson Columbia. Such defaults include, but are not limited to the following:

6.1a. If Summit shall default in the payment of rent on the date of payment as provided above; or

6.1b. If Summit shall default or fail in the performance of a covenant or agreement to be performed by it under this Lease, including but not limited to the failure of Summit to obtain and maintain required and necessary permitting and insurance coverage as contemplated in this Lease or for any violation of any County, State or Federal statute,

regulation, rule or ordinance relating in any way to environmental damage caused by Summit; or

6.1c. The vacating or abandonment of the premises by Summit.

6.2. Bankruptcy or Insolvency. Neither Summit's interest in this Agreement nor any license hereby granted to Summit nor any interest herein shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Federal Bankruptcy Code. Summit or Summit's guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Summit or Summit's guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The filing of any petition under insolvency law including but not limited to any assignment for the benefit of creditors or adjudication of insolvency by any Court, except under the Federal Bankruptcy Code or the appointment of a trustee or receiver of Summit or Summit's guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Summit caused or gave cause therefore. Any act described in this Paragraph shall be deemed a default by Summit of Summit's obligations hereunder thereby granting to Anderson Columbia immediate right of re-entry and exclusive possession of any improvements and giving Anderson Columbia the immediate right to remove all persons and property from the premises and, in addition, Anderson Columbia reserves any and all other remedies provided in this Agreement or in law.

Upon the filing of a Petition of Insolvency by or against Summit under the Federal Bankruptcy Code, Summit, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (i) to perform each and every obligation of Summit under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the leased premises an amount equal to all rental and other charges otherwise due pursuant to this Lease; (iii) to reject or assume this Lease within sixty (60) days of the filing of such petition; (iv) to give Anderson Columbia at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; (v) to give at least thirty (30) days prior written notice of any abandonment of the leased premises, any such abandonment to be deemed a rejection of this Lease; (vi) to do all other things of benefit to Anderson Columbia otherwise required under the Federal Bankruptcy Code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; (viii) to be deemed to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

It is understood and agreed that this Lease is a lease of real property.

6.3. Interest. Upon the occurrence of any default of this Lease wherein Summit fails to make any lease payments, interest shall accrue on any outstanding lease payments at the statutory rate compounded monthly. In this event, Anderson Columbia may either

terminate this Lease or may from time to time without terminating the Lease, relet the Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Anderson Columbia may deem advisable with the right to alter or repair the Premises upon reletting.

In addition to the aforesaid rights and remedies, Anderson Columbia shall also have all the other rights and remedies which may be available under the laws of the State of Florida, including all expenses reasonably incurred by Anderson Columbia as a consequence of Summit's breach or default, and the right to recover Anderson Columbia's reasonable attorney's fees, court costs and litigation expenses.

6.4. Remedies. In the event of any default or breach by Summit, in addition to any and all other remedies available to Anderson Columbia at law and in equity, Anderson Columbia shall have the right at any time thereafter, with proper notice or demand and in accordance with the articles of the Lease:

6.4a. To declare this Agreement terminated and to reenter the premises and take possession thereof, including all improvements, and remove all persons and property therefrom, and Summit shall have no further claim thereon or thereunder, provided however that within thirty (30) days after Anderson Columbia gives notice to Summit that it is terminating this Agreement by reason of Summit's breach, Summit may notify Anderson Columbia in writing that Summit elects, as its sole and exclusive remedy,

to attempt to cure the circumstances which gave rise to the termination, and any other violation of the terms and conditions of this Agreement, and thereby seek the recovery of its improvements to the Property. Provided that such cure is fully performed (whether by the payment of all sums owed to Anderson Columbia or by such other means as the circumstances may require) within ninety (90) days following the termination of this Agreement, then Summit shall be allowed a period of one hundred eighty (180) days after such cure is completed in which to remove all improvements at Summit's sole cost and expense. If Summit fails to complete such cure within the required ninety (90) day period, or to remove any improvements within such one hundred eighty (180) day period, then such improvements may, at Anderson Columbia's sole option, become the property of Anderson Columbia. In no event shall this Agreement be reinstated by reason of Summit's cure of any breach of this Agreement, or of the circumstances giving rise to its termination.; or

6.4b. Without declaring this Agreement terminated, to collect rents and other sums, as they become due and payable.

7. IMPROVEMENTS

7.1 General. Except as otherwise provided herein, Summit may not construct or otherwise make new improvements on any part or all of the premises, nor demolish, remove, replace, alter, relocate, reconstruct or add to any existing improvement in whole or

part, nor modify, change the contour or grade or both, of the land, without the prior written consent of Anderson Columbia, which consent shall not be unreasonably withheld.

7.2. Improvements and Modifications To and For Existing Facilities. To accommodate Summit's operations, it is contemplated that certain improvements/modifications, hereinafter "work," will be made to the premises, as necessary. The above work shall be done in accordance with drawings and specifications to be coordinated jointly by Anderson Columbia and Summit, and shall be approved by Anderson Columbia prior to the commencement of the work. Said approvals of the scope and quality of the work shall not be unreasonably withheld by Anderson Columbia.

7.3. Rail Spur. The parties agree that for purposes of this Agreement, Anderson Columbia shall furnish Summit with the limited right to use its existing rail spur; provided, however, that Summit agrees that should it be notified in writing by Anderson Columbia that Summit's use of such spur is interfering with Anderson Columbia's operation of its aggregate distribution and yard unit train service, then Summit shall promptly, at its sole cost and expense, construct, maintain and operate another rail spur for use under this Agreement.

At the expiration of the term of this Lease, Anderson Columbia shall have the right to purchase the aforementioned rail spur. If the parties cannot agree to a purchase price, Summit shall remove the rail spur within sixty (60) days of receipt of written notice from Anderson Columbia.

7.4. Summit's Right to Grant Easements. Upon the approval of Anderson Columbia, which approval shall not be unreasonably withheld, Summit may grant to public entities or public service corporations, for the purpose of serving only the premises, rights of way or easements on or over the premises for poles or conduits, or both, for telephone, electricity, water, sanitary or storm sewers, and for other utilities and municipal or special district services necessary for the use of the Premises by Summit as contemplated in this Lease.

7.5. Compliance With Applicable Laws. Every work, structure or improvement constructed, or alteration made by Summit, shall conform with the plans and specifications in all respects to the applicable federal, state, regional, and local laws, statutes, ordinances, rules and regulations.

7.6. Contractor and Subcontractor. Summit shall require by contract that its construction contractors and subcontractors comply with all applicable federal, state, regional and local statutes, ordinances, rules and regulations.

7.7. Protection of Anderson Columbia Against Cost or Claims. Summit shall pay or cause to be paid the total cost and expense of all works of improvement performed on the leased premises. No such payment shall be construed as rent. Summit shall not suffer or permit to be enforced against the premises or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement however it may arise. If a mechanic's or materialman's or other liens are filed against the Premises in

connection with any such work, the cost and expense of any such liens shall be paid by Summit. Summit shall not permit any such lien to stand against the Premises, but will cause the same to be canceled and discharged of record, by bond or otherwise, at the expense of Summit. Summit shall defend on behalf of Anderson Columbia at Summit's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or liens, and Summit will pay any damages and discharge any judgment entered therein and save harmless Anderson Columbia from any claim or damage resulting therefrom.

7.8. Ownership. All improvements, works and structures made or erected by Summit upon the premises shall be and remain the property of Summit during the term of the Lease, unless otherwise specified herein, subject to the terms and conditions contained herein.

8. MAINTENANCE AND RESTORATION

8.1. Maintenance. Summit shall repair, maintain and keep the premises and all works, structures and improvements thereon, whether a part of the premises or made by Summit, in a safe, clean, wholesome, sanitary and condition and in conformance with all applicable federal, state, regional, municipal and other laws and regulations. Summit shall not permit any offensive or refuse matter or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to be or

remain on the premises, and Summit shall prevent any such matter or material from being or accumulating thereon.

8.2. Restoration and Surrender of Premises. Except as otherwise provided herein, upon the expiration of the lease term, Anderson Columbia shall have all rights in and to all permanent building, works, structures, and other improvements of any kind whatsoever, erected, installed or made, under, through, because of or pursuant to the terms of this Lease until such time as Summit restores the Property to its pre-Lease condition, less ordinary wear and tear. Upon restoration of the Property to its pre-Lease condition, Anderson Columbia shall be granted first rights to purchase the above items at a fair market value. If Anderson Columbia and Summit cannot agree upon a purchase price, Anderson Columbia can require Summit to remove, at Summit's sole cost and expense, the improvements. Summit shall repair all damage caused by the removal of the improvements and shall leave the surface of the ground in a clean condition less ordinary wear and tear. Summit shall remove all debris from areas within the premises. Should Summit fail to restore the Property and remove the improvements at Summit's sole cost and expense within one hundred eighty (180) days after the expiration of this Lease, any improvements may, at Anderson Columbia's sole option, become the property of Anderson Columbia.

8.3. Service and Utilities. Unless otherwise provided for herein, Summit shall pay all charges for services furnished to the premises or used in connection with its occupancy

including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits.

8.4. Signs. Anderson Columbia shall permit Summit to erect or display or permit to be erected or displayed on the premises, or upon works, structures and improvements made by Summit, any signage necessary to advise the general public and the at large purchasing market of the location of the subject facility so long as said signage does not interfere with the operation of Anderson Columbia's business activity as determined by Anderson Columbia. Such signage shall be approved in advance by Anderson Columbia, which approval shall not be unreasonably withheld. Any signs, advertising or notices inscribed, affixed or displayed on the premises shall be done in accordance with all applicable governmental codes and regulations and upon the obtaining by Summit of appropriate governmental permits.

9. SUPPLY OF MATERIAL

9.1 Supply of Materials to Anderson Columbia. Summit may supply liquid asphalt to the Anderson Columbia and the general market provided, however, that any liquid asphalt supplied to Anderson Columbia shall be certified by the Florida Department of Transportation. Further, Summit shall not price material to Anderson Columbia or charge Anderson Columbia any price for the purchase of material which exceeds the lowest quote or charge for material to any other customer and/or purchaser of Summit. Anderson Columbia agrees that with regard to material purchased from Summit

under this Agreement, it shall not resale such materials to any third party from its Columbia County plant.

10. ENTRY AND INSPECTION

Summit shall permit Anderson Columbia or Anderson Columbia's agents or invitees to enter upon the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the same.

11. PROPERTY AT RISK OF SUMMIT

All the property of every kind which may be on said Premises during the term hereof shall be at the sole risk of Summit or those claiming under it, and Anderson Columbia shall not be liable to Summit or any other person whatsoever for any injury, loss or damages to any person or property, in or upon the Premises Summit hereby covenants and agrees to assume all liability for or on account of any such injury, loss or damage above described, and to indemnify, defend and save Anderson Columbia harmless therefrom.

12. INSURANCE

12.1 General. Summit warrants and represents to Anderson Columbia that Summit has obtained and will maintain Insurance coverage as specified in this Paragraph throughout the term of the Lease, including any extensions of this Lease. Summit shall furnish yearly to Anderson Columbia a certificate evidencing the required insurance

coverage and stating that such coverage shall not be terminated without at least thirty (30) days prior written notice to Anderson Columbia.

12.2. Commercial General Liability. Summit shall procure and maintain general commercial general liability insurance in the minimum amount of \$1,000,000 issued by an insurer capable of meeting the required insurance coverages approved by Anderson Columbia with Anderson Columbia being an additional insured. The limit for fire legal liability insurance shall not be less than the full replacement value of the leased work, structures and improvements. If such insurance contains a general aggregate limit of liability, it shall be no less than two (2) times the occurrence limit or the policy shall be endorsed so that the general aggregate limit shall apply separately to this Lease.

12.3. Automobile. Summit shall procure and maintain automobile insurance providing bodily injury and property damage coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 per accident.

12.4. Property. Summit shall procure and maintain risk property insurance covering the full replacement value of the works, structures and improvements which may become the property of Anderson Columbia at the expiration of this Lease.

12.5. Workers' Compensation. Summit shall, during the term of this Lease, keep in full force and effect workers compensation insurance as required by law, with coverage and statutory limits as required by the State of Florida and employer's liability coverage with limits of not less than \$500,000 per accident.

12.6. Pollution. Summit shall procure and maintain, in addition to general liability insurance, insurance in the minimum amount of \$1,000,000 against pollution and/or contamination caused to the Premises, the subsurface or the surrounding areas to the Premises caused, in any way, by construction or operation relating to the Approved Uses specified herein.

13. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

Summit agrees, in the construction and operation of the subject facility, to adhere to and comply fully with all laws, rules and regulations of all County, State and Federal governments and all agencies or commissions of such governments now or any time during the term of this Lease applicable or having jurisdiction. Summit agrees to obtain at its own expense and in its own name, and not in the name of Anderson Columbia, all necessary permits under all applicable laws, rules and regulations, and on request of Anderson Columbia, to furnish Anderson Columbia with written evidence that all such necessary permits have been obtained. Summit warrants and represents to Anderson Columbia that Summit has obtained and will maintain the requisite and necessary permitting as contemplated in this Section throughout the term of the Lease, including any extensions of this Lease. Summit hereby expressly agrees to indemnify and hold harmless Anderson Columbia from any and all liability whatsoever arising out of or connected with Summit's failure to comply with any applicable laws, rules or regulations as contemplated in this Section. Any violation by Summit of any laws, rules and regulations of all County, State

and Federal governments and all agencies or commissions of such governments shall constitute a breach of this Lease by Summit and shall entitle Anderson Columbia to any of the remedies provided by Section 6 of this Lease.

14. INDEMNITY

14.1. Summit shall at all times comply with all environmental laws, rules and regulations of all County, State and Federal governments and all agencies or commissions of such governments now or any time during the term of this Lease applicable or having jurisdiction in its use of the leased Premises. Summit shall permit Anderson Columbia, its agents or employees entry onto the Premises, at the sole discretion of Anderson Columbia, in order to have any engineer or other qualified individual test the Premises at the sole expense of Anderson Columbia for the occurrence of any environmental damage. In the event Summit's use of the leased property results in any environmental damage thereto, then Summit shall, at its sole expense, clean up and rectify such damage and indemnify, defend and hold Anderson Columbia harmless therefore.

Summit shall strictly adhere to all applicable governmental requirements regarding operation of the subject facility described herein. Summit warrants and represents to Anderson Columbia that Summit has obtained and will maintain the requisite and necessary permitting as contemplated in this section throughout the term of the Lease, including any extensions of this Lease.

14.2. In addition to the foregoing, Summit expressly agrees to relieve, indemnify, protect and hold harmless Anderson Columbia and any and all of its officers, agents, representatives and employees from any and all liability including but not limited to claims, damages, judgments and expenses, costs of monitoring the Premises, fines from governmental or quasi-governmental agencies and any and all investigative costs and attorney's fees and costs, caused or arising directly or indirectly by reason of:

14.2a. Any dangerous, hazardous, unsafe or defective conditions, in or on the Premise, of any nature whatsoever, arising from or related to any act, omission, neglect, or any use or occupation of the Premise by Summit, its officers, agents, employees, sublesees, licensees or invitees including without limitation, the use, handling, storage, disposal or other activity involving chemicals or petrochemicals or hydrocarbon products or byproducts or toxic or hazardous materials or other substances which are or become governed, regulated or prohibited by any federal, state, regional or local law, statute, regulation, rule, ordinance, order, writ, judgment, administrative order or otherwise (collectively, the "hazardous substances").

14.2b. Any operation, specifically including but not limited to, any operations conducted upon the Premises, or any use or occupation of the Premises by Summit, its officers, agents, employees, sublesees, licensees or invitees, under or pursuant to the provisions of this Lease, including without limitation those involving hazardous substances.

14.2c. Any act, omission or negligence of Summit, its officers, agents, employees, sublesees, licensees or invitees, specifically including but not limited to and conditions arising from or related to the use, handling, storage, disposal or other activity involving hazardous substances; and

14.2d. Any failure of Summit, its officers, agents or employees to comply with any of the terms or conditions of this Lease or any applicable federal, state, regional or municipal law, ordinance, rule or regulation, including without limitation those governing the use, handling, storage, disposal or other activity involving hazardous substances.

15. UTILITIES

Summit agrees that it shall be responsible for the set up, initiation, maintenance and payment of all utilities, including water, gas, electricity, heat and other services delivered to the Premises. If any utilities are charged to accounts maintained in Anderson Columbia's name, Summit shall pay such charges when due and furnish proof of payment upon request.

16. LOSS OR CONDEMNATION

If the entire Premises is destroyed by fire or other cause, or is taken by virtue of the exercise of the right of eminent domain or for any public improvement or use, this Lease and the terms hereby granted shall then expire, cease and terminate upon the date such loss or when title to the Premise shall vest in the appropriate authority. In the event of such destruction, Anderson Columbia shall not be liable to Summit in any way as a result of the destruction. If a portion of the Premises is destroyed or taken and the remaining portion of

the Premises is not reasonably adequate from the standpoint of practical economy for the continuance of substantially the type of undertaking existing on the Premises prior to the destruction or taking, then Anderson Columbia shall have the right to terminate this Lease, upon written notice to Summit, otherwise the terms of this Lease shall remain in full force and effect. All sums which may be payable on account of any claim against Anderson Columbia's property insurance or any condemnation proceeds shall belong to Anderson Columbia, and Summit shall not be entitled to any part thereof. No compensation or claim for diminution of rents and charges will be allowed or paid by Landlord, by reasons of inconvenience, annoyance or injury to business, arising from the necessity of repairing the premises.

17. FIXTURES

Except as otherwise provided herein, any and all improvements made to the Premises including fixtures, personal property and equipment utilized by Summit in the operation of the subject facility described herein during the term hereof, shall be made available to Anderson Columbia for purchase at the end of the lease term. Fair market value will be mutually established between Summit and Anderson Columbia as to the value. If Anderson Columbia wishes not to purchase said improvements, fixtures, personal property and equipment, Summit shall have a period of not less than 90 days from written notice from Anderson Columbia to remove all improvements made as a result of this Lease.

18. AUTHORITY TO LEASE

Anderson Columbia covenants and warrants that it owns the Premises, has full right and lawful authority to enter into this Lease for the full term, and any extensions as provided herein.

19. NOTICES

Any notice which either party is permitted or required to give shall be given by mailing the same via U.S. mail postage prepaid, to the address set forth below or to any other address as may be designated by written notice from time to time:

Anderson Columbia Co. Inc.
2 Guerdon Road
Lake City, FL 32056

Summit Asphalt Products, LLC
2064 Prospector Avenue, Suite 102
Park City, Utah 84068

20. HEIRS, ASSIGNS, SUCCESSORS

This Lease is binding upon and insures to the benefit of Anderson Columbia and its heirs, assigns and successors in interest. This Lease is binding upon and insures to the benefit of Summit and its heirs and successors in interest.

21. ASSIGNMENT.

Anderson Columbia may assign this Lease by providing written notice of said assignment to Summit. Summit may assign its interest in this Lease upon providing written notice of the proposed assignment and receiving written approval of the proposed assignment from Anderson Columbia, which approval shall not be unreasonably denied.

22. SUBORDINATION AND ESTOPPEL AGREEMENT

At Anderson Columbia's request, Summit shall provide Anderson Columbia or any mortgagee of Anderson Columbia with an estoppel letter, in a form reasonably required by Anderson Columbia, confirming the status of the Lease, including whether or not any defaults exist. Summit agrees that this lease shall be subordinate to any mortgage(s) now on the Premises or hereafter placed on the Premises by Anderson Columbia. Summit shall execute such documents as may be required from time to time in accordance herewith.

23. SINGULAR-PLURAL-GENDER

Where the context herein so requires, the singular shall include the plural, the plural shall include the singular, and one gender shall include all genders.

24. MISCELLANEOUS

24.1. Summit shall permit Anderson Columbia, its licensees, invitees, heirs, successors and assigns, suitable rights of ingress and egress to Anderson Columbia's adjacent property through and across the Leased Premises.

24.2. This Lease supersedes all prior agreements related in any way to the leasing of the subject real property, as described in Exhibit A, with any prior agreements being subordinate. All prior agreements are incorporated into this Lease and to the extent that any provisions of any prior agreements conflict with the terms of this Lease, the terms of this Lease shall govern.

24.3. This Lease shall not be amended except in writing signed by Anderson Columbia and Summit.

25. GOVERNING LAW

The terms and conditions of this Lease shall be governed by the laws of the State of Florida. Venue for any action arising out of or relating in any way to this Lease or the subject matter hereof shall be in Columbia, County, Florida. Anderson Columbia and Summit HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

Anderson Columbia Co. Inc.

By: B. P. Schreiber
Print Name: Brian P. Schreiber
Its: SECRETARY

The foregoing instrument was sworn to and subscribed before me this 6th day of October, 2005, by Brian P. Schreiber who executed the foregoing and produced as identification or is personally known to me.



KATHERINE R. POLBOS
Notary Public, State of Florida
My Comm. expires Sept. 25, 2009
Comm No. DD 458151

Katherine R. Polbos
Signature of Notary Public

(SEAL)

Katherine R. Polbos
Print, Type or Stamp Commissioned
Name of Notary Public

LESSEE:

Summit Asphalt Products, LLC.

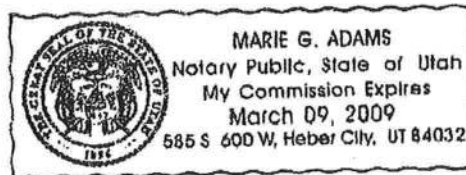
By: David Lillywhite
Print Name: David L. Lillywhite
Its: President

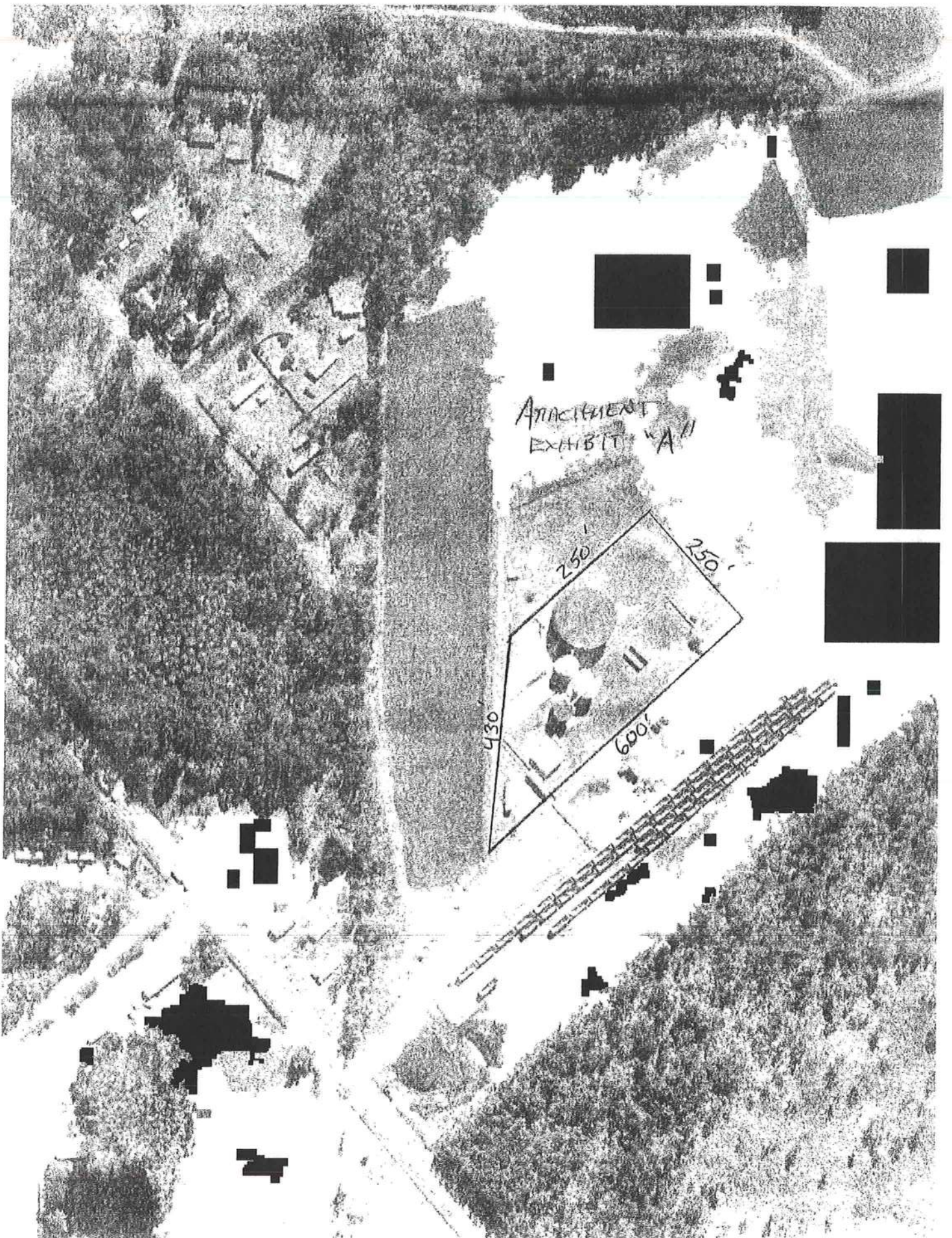
The foregoing instrument was sworn to and subscribed before me this 14th day of September, 2005, by David Lillywhite who executed the foregoing and produced as identification or is personally known to me.

Marie G. Adams
Signature of Notary Public

(SEAL)

Print, Type or Stamp Commissioned
Name of Notary Public





MAY-25-2006 THU 02:41 PM ANDERSON COLUMBIA

FAX NO. 3867555430

P. 02



May 4, 2006

Brian Schreiber
Anderson Columbia Company, Inc.
2 Guerdon Road
Lake City, FL 32056

RE: Lease Assignment

Dear Brian:

The purpose of this letter is to notify you that Summit Asphalt Products, LLC has entered into an agreement to sell its Lake City asphalt terminal facility to High Sierra Terminals, LLC. Said proposed sale shall include an assignment of the lease agreement between Summit and Anderson Columbia subject to your approval per the lease agreement.

We hereby request your approval of the above proposed sale and assignment subject to High Sierra's agreement to be bound by all of the existing terms and conditions as set forth in said lease agreement.

Please indicate your approval of said proposed sale and assignment by signing below where indicated.

Thank you.

SUMMIT ASPHALT PRODUCTS, LLC

Jeff Hatcher

Approved by Anderson Columbia Company, Inc.:

By: Brian Schreiber
Name: Brian Schreiber
As: Secretary
Date: 5/12/06

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is effective, unless otherwise stated herein, as of April 25, 2022, by and between **Anderson Columbia Co., Inc. ("Anderson")**, a Florida corporation located at 871 NW Guerdon St., Lake City, Florida 32055, and **Associated Asphalt Lake City, LLC ("Associated")**, a Virginia limited liability company located at 110 Franklin Rd SE, 9th Floor, Roanoke, Virginia 24011.

WHEREAS, Anderson, as landlord, and Summit Asphalt Products, LLC ("**Summit**"), as tenant, entered into a Lease Agreement dated September 14, 2005, as amended by that certain Amendment to Lease Agreement between the parties dated January 1, 2016 (collectively, the "**Lease**") with respect to the operation of an asphalt terminal located at Anderson's address shown above; and

WHEREAS, High Sierra Terminaling, LLC ("**High Sierra**") assumed the Lease from Summit; and

WHEREAS, Associated assumed the Lease from High Sierra on June 3, 2013; and

WHEREAS, the Lease renewed for a ten (10) year period as of January 1, 2016 in accordance with Section 3.1 of the Lease; and

WHEREAS, Anderson and Associated desire to amend the term of the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Name.** All references to "Summit" throughout the Lease are hereby amended to read "Associated".

2. **Term.** Section 3.1 of the Lease is hereby amended and restated in its entirety as follows:

"The term of this Agreement shall commence on July 1, 2005 (the "lease commencement date") and shall expire on December 31, 2035 (as may be renewed, the "Term"). This Agreement shall automatically renew for a period of five (5) years (the "First Renewal Term") unless either party provides written notice of non-renewal to the other party at least 365 days prior to the expiration date of December 31, 2035. After the First Renewal Term, this Agreement will automatically renew for an additional five (5) year period (the "Second Renewal Term") unless either party provides written notice of non-renewal to the other party 365 days prior to the expiration of the First Renewal Term.

The obligations of the parties arising during the term of this Agreement, or to indemnify, defend or hold any persons harmless for matters arising during the term hereof or relating to Associated's use of the Premises shall survive the termination of this Agreement."

3. **Base Payment.** Section 4.1 of the Lease is hereby amended and restated in its entirety as follows:

"Associated agrees to pay Anderson Columbia Ten Thousand Dollars and no cents (\$10,000.00) per annum as rent for the Premises through December 31, 2025. Thereafter, Associated agrees to pay Anderson Columbia a sum equal to Thirty Thousand Dollars and no cents (\$30,000.00) as adjusted to reflect the Consumer Price Index, having a base of 1982=100 ("CPI"), based on the time period beginning on May 1, 2022 and ending on November 30, 2025, for the calendar year beginning January 1, 2026 (the "Base Annual Lease Payment"). Thereafter, the Base Annual Lease Payment shall be adjusted annually to reflect the preceding 12-month period in the CPI, ending on November 30 of each year. However, under no circumstances shall the base annual

*HJE 4/25/22
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lease payment be less than \$30,000.00 per annum as rent for the Premises. Lease payments shall be due and owing on January 1 of each year during the lease term. At Anderson Columbia's option and in accord with Section 9.1 below, rent may be paid by Associated in the form of discounts on product sales to Anderson Columbia. Except as noted herein, Associated will make no monthly payments to Anderson Columbia."

4. **Wheelage Fee.** Effective beginning January 1, 2026, Section 4.5 of the Lease is hereby amended and restated in its entirety as follows:

"Associated agrees to pay Anderson Columbia, in addition to the other payments required herein, a wheelage fee of \$1.50 per each ton of asphalt hauled from the lease premises, including the material purchased by Anderson Columbia. The wheelage fees covers the expenses incurred by Anderson Columbia in spotting the rail cars for scale and usage fees. Such payment may be paid through additional discounts from the materials purchased by Anderson Columbia from Associated. The wheelage fee from products other than asphalt shall be \$1.50 per ton unless agreed to in writing by the Parties. Notwithstanding the foregoing, in the even Associated is unable to consistently supply Anderson Columbia's asphalt needs, at the lowest available price, during the course of a calendar year and as mutually determined, a \$1.50 per ton wheelage fee for all inbound rail tons shall be paid by Associated."

5. **Commercial General Liability.** Section 12.2 of the Lease is hereby amended and restated in its entirety as follows:

"Associated shall procure and maintain commercial general liability insurance in the minimum amount of \$1,000,000 issued by an insurer capable of meeting the required insurance coverages approved by Anderson Columbia with Anderson Columbia named as an additional insured on a primary and non-contributory basis. The limit for fire legal liability insurance shall not be less than the full replacement value of the leased premises' structures and improvements. If such insurance contains a general aggregate limit of liability, it shall be no less than two (2) times the occurrence limit or the policy shall be endorsed so that the general aggregate limit shall apply separately to this Lease."

6. **Workers' Compensation.** Section 12.5 of the Lease is hereby amended and restated in its entirety as follows:

"Associated shall, during the term of this Lease keep in full force and effect workers compensation insurance as required by law, with coverage and statutory limits as required by the State of Florida and employer's liability insurance liability coverage with limits of not less than \$500,000 per accident and granting Anderson Columbia a waiver of subrogation."

7. **Effect of Amendment.** Except as specifically amended hereby, the Lease remains in full force and effect.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each shall be considered an original, and together they shall constitute one Amendment.

9. **Facsimile or Emailed Signatures.** Facsimile or emailed signatures shall be considered original signatures for the purpose of execution and enforcement of the rights delineated in this Amendment.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following duly authorized signatures and seals as of the date written above:

Associated Asphalt Lake City, LLC

By: Gary L. Evans (SEAL)

Name: Gary L. Evans

Title: Director of Operations

Anderson Columbia Company, Inc.

By: B. P. Schreiber (SEAL)
Brian P. Schreiber, Vice President