

Pine Bluff 2023 Renewal

From: Ginny Reed ginnYWreed@gmail.com
Subject: Reed Dredging lease
Date: May 1, 2023 at 3:27 PM
To: gene.whelan@pbmat.com
Cc: rex.roberts@pbmat.com

GR

Gene

This email will acknowledge receipt of Pine Bluff's letter of April 10, 2023 wherein Pine Bluff Materials has exercised its option to renew our agreement for the 2nd 5 year term.

Sincerely,
David R. Reed

Ginny Reed
270-210-7784
ginnYWreed@me.com

Karen



1030 Visco Drive
Nashville, Tennessee 37210

Phone: 615-254-1956
Fax: 615-254-1960

April 10, 2023

Mr. David R. and Virginia Reed
P.O. Box 1138
Paducah, Kentucky 42002-1138

Reference: Reed Dredging and Fleeting Lease Agreement

Dear Mr. Reed,

This letter is in reference to the Dredging Lease Agreement finalized on May 9th, 2008, granting Pine Bluff Materials Company, LLC dredging, fleeting, and easement privileges along your property fronting the Ohio River for an estimated 10,100 feet in McCracken County, Kentucky.

The first 5-year additional term is set to expire next month on May 31st, 2023 at which one 5-year additional term remains for continued renewal. This letter is a courtesy notification to acknowledge that PBM wishes to exercise the second 5-year extension option and confirm that commencing on June 1st, 2023, royalty payments will increase from \$.10 per ton to \$.13 per ton for all tonnage removed in this next 5-year period. All other lease provisions, including the guaranteed royalty payment minimum of 240,000 tons, will continue unchanged and paid monthly.

We look forward to our continued association. You may reach myself or Rex Roberts at the contact information below with any comments/questions.

Sincerely,

A handwritten signature in cursive script that reads "Gene Whelan".

Gene Whelan
General Manager
Office: 615-514-1458
Cell: 270-969-1393
Email: gene.whelan@pbmat.com

A handwritten signature in cursive script that reads "Rex Roberts".

Rex Roberts
Civil Engineer
Cell: 270-557-6178
Email: rex.roberts@pbmat.com

cc. file

LESSORS ESTOPPEL CERTIFICATE/CONSENT TO ASSIGNMENT

The undersigned, David R. Reed, Jr. and Virginia Wurth Reed (collectively the "Lessors"), hereby certify that:

1. They are the Lessors under that certain Dredging and Fleeting Lease Agreement ("Lease"), dated May 8, 2008, by and between the undersigned, as Lessors, and Ingram Materials Company, a division of Ingram Industries Inc. ("Lessee"), for dredging and related rights with respect to the real property described in the Lease (the "Property").

2. The Lease is valid and in full force and effect on the date hereof. The term of the Lease commenced on June 1, 2008 and the termination date of the present term of the Lease, excluding renewals, is May 18, 2018.

3. There are no other agreements between Lessors and Lessee with respect to the Property.

4. There are no uncured defaults on the part of Lessee or on the part of Lessors under the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, will constitute a default by either Lessors or Lessee under the Lease.

5. Rent payable by Lessee presently is a royalty of \$0.10 per salable ton of material payable monthly, with a royalty on a minimum of 240,000 tons per year.

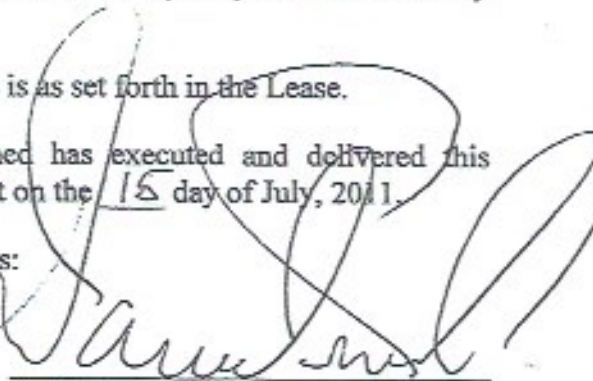
6. Lessor Consent/Release. Lessor hereby consents to the assignment of the Lease by Lessee to Ingram Materials LLC, a Delaware limited liability company and the assumption of all the obligations of Lessee under the Lease by Ingram Materials LLC. Notwithstanding any provision in the Lease to the contrary, Lessor agrees that Ingram Materials Company, a division of Ingram Industries Inc. is hereby fully released from any and all obligations and liability under the Lease.

The address for notices to be sent to Lessors is as set forth in the Lease.

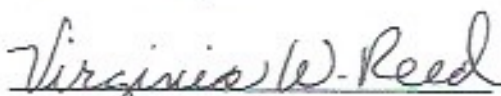
IN WITNESS WHEREOF, the undersigned has executed and delivered this Lessors Estoppel Certificate/Consent to Assignment on the 15 day of July, 2011.

Lessors:

By:


David R. Reed, Jr.

By:


Virginia Wurth Reed

DREDGING AND FLEETING LEASE AGREEMENT

THIS DREDGING LEASE AGREEMENT made and entered into on this the 9th day of May, 2008 (hereinafter referred to as "Lease"), by and between DAVID R. REED, JR., and his wife, VIRGINIA WURTH REED, of P. O. Box 1138, Paducah, Kentucky 42002-1138 (hereinafter referred to as "Lessors"); and INGRAM MATERIALS COMPANY, a division of Ingram Industries, Inc., a Tennessee corporation, located at One Belle Meade Place, 4400 Harding Road, Nashville, TN 37205-2290 (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessors are vested in fee simple title to certain real property and riparian rights adjacent thereto, fronting approximately 10,100 feet along the Ohio River in McCracken County, Kentucky; and

WHEREAS, Lessee is engaged in the dredging of sand and other materials from the Ohio River in McCracken County, Kentucky; and

WHEREAS, the parties wish to enter into a Lease concerning the below-described property;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated, it is agreed as follows:

1. **PROPERTY.** The Lessors do hereby demise and let unto the Lessee all dredging, fleeting and riparian rights, and all other rights provided for in this Lease, adjacent to and over the following described property, lying and being in McCracken County, Kentucky (hereinafter referred to as "Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Said property being a part of the same property conveyed to Lessors, by deed dated January

8, 1974, and recorded the January 21, 1974, in Deed Book 559, Page 382; by deed dated February 12, 1985, and recorded September 16, 1985, in Deed Book 678, page 674; and by deed dated September 29, 1989, and recorded April 14, 1994, in Deed Book 808, page 755, in the Office of the Clerk of the County Court of McCracken County, Kentucky.

2. **TERM.** The initial term of this Lease shall be for a period of ten (10) years beginning on the 1st day of June, 2008 and ending on the 31st day of May, 2018. The Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each. Notice of the Lessee's intention to exercise any renewal option hereunder shall be given in writing to the Lessors not later than twenty (20) days prior to the termination of the initial lease term or any renewal thereof.

3. **ROYALTY.** The Lessee shall pay the Lessors a royalty in the amount of \$0.10 per saleable ton of material payable monthly as the total and sole consideration for the rights granted herein; provided however, that Lessee shall guarantee the Lessors royalty on a minimum of 240,000 tons per year, which Lessee shall pay to Lessors on each anniversary of this Lease if not previously paid during the preceding 12 months. The Lessee shall begin paying the Lessors at the end of the month when Lessee begins dredging operations, and shall continue making the royalty payment for each month in which its dredging operations occur. In the event Lessee exercises its right to renew this Lease for the second renewal term in accordance with paragraph 2 hereof, the Lessors may in their discretion increase the amount of Lessee's royalty payment, but in no event shall Lessee's royalty exceed \$0.13 per saleable ton of material.

4. **DREDGING, FLEETING AND EASEMENT RIGHTS.** Upon the commencement of this Lease, the Lessee, with its dredge, barges, employees and other related equipment, shall be permitted to immediately enter upon the property of the Lessors located under

the waters of the Ohio River to dredge upon and remove from Lessors' property sand and other materials in barges or other types of removal equipment in such quantities and qualities as Lessee desires for such disposition, use and ownership as the Lessee desires.

In addition, Lessee and its affiliated entities shall have the right to use Lessors' river frontage for the purpose of fleeting barges and other uses incidental thereto, but only to the extent that Lessee's use shall not interfere with the fleeting rights granted to Mid-South Towing Company and its successor pursuant to that certain lease dated September 16, 1985 and recorded September 20, 1985 in Deed Book 679, Page 23 in the McCracken County Clerk's Office. At such time as Mid-South, or its successor in interest, is no longer utilizing the river frontage for fleeting purposes, Lessee shall have the right to use the Lessors' total river frontage for Lessee's fleeting purposes.

During the term of this Lease and all extensions and renewals thereof, Lessee shall have the right to cross Lessors' adjacent property for purposes of ingress and egress to the river. Lessee shall make any repairs necessitated by Lessee's use of Lessors' adjacent property for access.

5. PERMIT. If at any time during the term of this Lease, the Corps of Engineers or any federal or state agency having jurisdiction over the subject matter of this Lease terminates or refuses to issue a permit to the Lessee for the purpose of dredging sand and other type materials as intended under this Lease, then the lease payments and all guaranteed amounts under paragraph 3 of this Agreement shall be suspended until such time as the permit is issued or reinstated to Lessee.

6. OPERATIONS. The Lessors understand and agree that the dredging operation of the Lessee, once commenced, may be a twenty-four (24) hour a day, three hundred sixty-five (365) day a year operation.

7. WARRANTIES. Lessee shall conduct its operations under this Lease in the customary manner for such operations. Lessee shall save and hold Lessors harmless from any

liability that is actually incurred by Lessors as a result of Lessee's dredging operations hereunder.

Lessors represent and warrant that they are vested with fee simple title to the Property, that there is no one else with a legal or equitable interest in the Property or the riparian or dredging rights thereto; and that it will indemnify and hold Lessee harmless from any damage resulting from a breach of this warranty.

8. TAXES. The Lessors shall remain responsible for all property taxes assessed against the Property.

9. BINDING EFFECT. This Lease shall be binding upon and shall inure to the benefit of the parties, their heirs, successors and assigns.

10. BROKERS. The parties to this Lease represent and warrant that there are no brokers are involved in this transaction.

11. EXCLUSIVENESS. The Lessors agree that the Lessee shall have the exclusive dredging, flecting and other riparian rights for the Property.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date hereinbefore set forth.

[Signatures on Next Page]

LESSORS:

David R. Reed, Jr.
DAVID R. REED, JR.

Virginia Wurth Reed
VIRGINIA WURTH REED

LESSEE:

INGRAM MATERIALS COMPANY, a division
of Ingram Industries, Inc.

By: Charles J. Sanders, III
CHARLES J. SANDERS, III
VICE-PRESIDENT & GENERAL MANAGER

COMMONWEALTH OF KENTUCKY)

: ss.

COUNTY OF MCCracken)

Subscribed, sworn to and acknowledged before me by David R. Reed, Jr. and his wife,
Virginia Wurth Reed, on this 9 day of May, 2008.

My commission expires:

12-17-2011

[Signature]
NOTARY PUBLIC

STATE OF TENNESSEE)

: ss.

COUNTY OF DAVIDSON)

Subscribed, sworn to and acknowledged before me by INGRAM MATERIALS
COMPANY, by and through its duly authorized Vice-President and General Manager,
Charles Sanders, III, on this 27th day of May, 2008.

My commission expires:

My Commission Expires January 9, 2012

E. Craig Wright
NOTARY PUBLIC

