

RESOLUTION NO: 2014 - 322

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO EXECUTE A LEASE AND DEVELOPMENT AGREEMENT WITH NOPETRO-ST. JOHNS COUNTY, LLC, FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FUELING STATION; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE TO EXECUTE THE LEASE COMMENCEMENT DATE AGREEMENT AND COMMERCIAL OPERATIONS DATE AGREEMENT PROVIDED FOR IN THE LEASE AND DEVELOPMENT AGREEMENT.

RECITALS

WHEREAS, the County desires to promote the public-private cooperative development, construction, and operation of a compressed natural gas (CNG) fueling station (the Station) to be developed, constructed, owned and operated by Nopetro-St. Johns County, LLC, (Nopetro) on a portion of the St. Johns County public works facility (the Premises);

WHEREAS, the County desires to purchase all of its requirements for CNG in St. Johns County at the Station to fuel vehicles owned, leased or operated by or for the County;

WHEREAS, Nopetro was selected by the County through an unsolicited proposal submitted pursuant to Section 287.05712, Florida Statutes, to develop, construct, own, and operate a CNG fueling station on the Premises and to sell and dispense CNG to the County and the public;

WHEREAS, the County and Nopetro recognize that the design, construction and operation of the Station by Nopetro will be facilitated by the efficient, cost effective and timely cooperation and coordination by the parties;

WHEREAS, the County and Nopetro desire to set forth their respective obligations with respect to performance of activities necessary to coordinate and facilitate installation and construction of the Station by Nopetro; and

WHEREAS, the County desires to lease to Nopetro, and Nopetro desires to lease from the County, the Premises for the development, construction, ownership, operation and maintenance of the Station and conduct of business thereon by Nopetro and the sale and dispensing of CNG to the County and the public; and

WHEREAS, entering into a Lease and Development Agreement with Nopetro for the construction and operation of the Station will serve a public purpose.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or his designee, is hereby authorized to execute an agreement in substantially the same form as the attached CNG Lease and Development Agreement with Nopetro for the purchase of CNG for use in vehicles owned, leased, or operated by the County.


Section 3. Upon confirmation of the lease commencement date and the commercial operations date, as provided in the Lease and Development Agreement, the County Administrator, or his designee, is hereby authorized to execute agreements in substantially the same form as the Lease Commencement Date Agreement and the Commercial Operations Date Agreement which are attached as Exhibits G-1 and G-2, respectively, to the Lease and Development Agreement.

Section 4. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

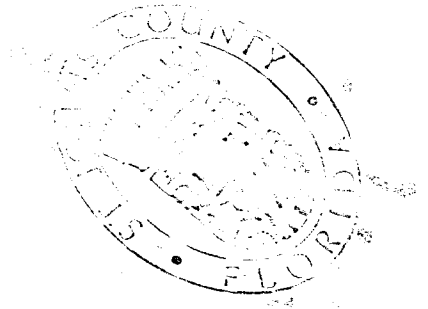
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 4 day of November, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA.**

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk
By: 
Deputy Clerk

RENDITION DATE 11/14/14



LEASE AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

ST. JOHNS COUNTY, FLORIDA,

AS LESSOR

AND

NOPETRO-ST. JOHNS COUNTY, LLC,

AS LESSEE

with respect to premises located in

St. Johns County, Florida

August ____, 2014

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LEASE AND DEVELOPMENT AGREEMENT

THIS LEASE AND DEVELOPMENT AGREEMENT (the "Agreement"), is made and effective this ___ day of _____, 2014 ("Effective Date") by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Lessor"), and **NOPETRO-ST. JOHNS COUNTY, LLC**, a limited liability company organized under the laws of the State of Florida ("Lessee"). Lessor and Lessee are each a "Party," and collectively are the "Parties."

RECITALS

WHEREAS, Lessor desires to promote the public-private cooperative development, construction, and operation of a CNG fueling station (as further described in Exhibit B, the "Station") to be developed, constructed, owned and operated by Lessee on a portion of the premises owned by Lessor and located in St. Johns County, Florida (including all easements, rights-of-way and access rights and as further described in Exhibit A-1, the "Premises");

WHEREAS, Lessor desires to purchase all of its requirements for CNG in St. Johns County at the Station to fuel vehicles owned, leased or operated by or for Lessor;

WHEREAS, Lessee was selected by Lessor through an unsolicited proposal submitted pursuant to Section 287.05712, Florida Statutes (the "Nopetro CNG P3 Proposal"), to develop, construct, own, and operate a CNG fueling station on the Premises and to sell and dispense CNG to Lessor and the public;

WHEREAS, Lessee and Lessor recognize that the design, construction and operation of the Station by Lessee will be facilitated by the efficient, cost effective and timely cooperation and coordination by the Parties;

WHEREAS, Lessee and Lessor desire to set forth herein their respective obligations with respect to performance of activities necessary to coordinate and facilitate installation and construction of the Station by Lessee; and

WHEREAS, Lessor now desires to lease to Lessee and Lessee desires to lease from Lessor the Premises for the development, construction, ownership, operation and maintenance of the Station and conduct of business thereon by Lessee and the sale and dispensing of CNG to Lessor and the public.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of ten dollars (\$10.00) each to the other paid, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions.

Capitalized terms listed in this Section 1.1 shall have the meanings set forth below unless the context requires otherwise:

“Affiliate” means, with respect to any Person, each Person that directly or indirectly controls or is controlled by or is under common control with such Person.

“Applicable Laws” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, judgments, decrees, orders, or directives of any Governmental Authority which are binding on a Party or any of its property relating to this Agreement.

“Bankrupt” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day other than a Saturday, a Sunday, or a holiday in St. Johns County.

“Commercial Operations Date” means the date that construction of the Station is substantially complete as evidenced by a Certificate of Occupancy and the Station is available to dispense Fuel, as communicated by Lessee to Lessor promptly after such completion, which date shall be no later than the Scheduled Station Completion Date.

“Commercial Operations Date Agreement” means an instrument executed by the Parties substantially in the form and substance of Exhibit G-2 with respect to the Commercial Operations Date.

“Compatible Vehicles” means replacement vehicles that are the same as or substantially the same as vehicles being replaced, except that such replacement vehicles are CNG-fueled vehicles; provided that the vehicle being replaced consumes a sufficient amount of fuel to justify an economic return for an expected 7-year life of the vehicle from the replacement of such vehicle with a CNG-fueled vehicle, and that the conversion to CNG does not impede the operational use or performance of the vehicle.

“CNG” means compressed natural gas.

“Confidential Information” means information provided by one Party to the other Party in connection with the negotiation or performance of the Agreement, any audit or review of financial books and records, or other Project Agreements that is clearly labeled or designated by the disclosing Party at the time of disclosure as “confidential,” “proprietary” or “trade secret” or with words of like meaning or, if disclosed orally, clearly identified as confidential with that status confirmed promptly thereafter in writing. However, if determined to be a public record by a court of competent jurisdiction, no confidentiality shall be enforced. Lessee shall be responsible for all costs associated with enforcing confidentiality, including attorney’s fees.

“Construction Contract” means collectively the respective contracts between the Lessee and the General Contractor for the Construction of the Station and the Lessee Improvements as described in Section 5.8 of this Agreement.

“Contract Rate” means the lower of (i) the prime rate on corporate loans at large U.S. money center commercial banks as set forth in the Wall Street Journal “Money Rates” table under the heading “Prime Rate,” or any successor thereto, on the first date of publication for the applicable calendar month, plus four percent (4%) and (ii) the maximum rate permitted by applicable law.

“Contract Year” means a period of one year commencing on each October 1; provided however that the period from the Commercial Operations Date to September 30 and the period from October 1 to the date on which the Agreement expires or is earlier terminated in accordance with the terms thereof shall be deemed Contract Years.

“Design Documents” means the plans, specifications and drawings defining the scope of the Station as shown on the approved site plan approval and building permits for the Station.

“DGE” means diesel gallon equivalent, a unit of volume defined as one (1) DGE equals 139,000 BTUs.

“Financing Party” means any third party providing an equity investment or debt financing or refinancing for the development, equipping, construction, installation, operation, maintenance, expansion or repair of the Station, Lessee Improvements, Lessee Equipment, Lessee’s business operations or any CNG vehicle financing agreed to by Lessee and Lessor, including credit support, credit enhancement or other loan, credit, working capital, letter of credit facility, liquidity facility, or natural gas price risk management services, as well as collateral agents, administrative agents and trustees.

“Fuel” means compressed natural gas (“CNG”).

“Fuel Purchase Agreement” means that certain “CNG Vehicle Fuel Purchase Agreement” between Lessor and Lessee dated the date hereof relating to the purchase and sale of Fuel.

“GGE” means gasoline gallon equivalent, a unit of volume defined as one (1) GGE equals 125,000 BTUs.

“General Contractor” means the firm or entity with the responsibility for the construction of the Station and the Lessee Improvements under the terms and conditions of the Construction Contract, selected by the Lessee.

“Governmental Authority” means, as to any Person, any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental entity having jurisdiction over such Person or its property or operations relating to this Agreement.

“Governmental Authorizations” means any authorization, consent, permission, approval, license, ruling, permit, exemption, variance, order, judgment, instruction, condition, direction, directive, decree, declaration of, or regulation by any Governmental Authority having jurisdiction over a Party or operations relating to this Agreement.

“Late Fee” means a charge to be paid by a Party for the failure to pay timely any Undisputed Amount when due and owing to the other Party, which charge shall be equal to one percent (1%) of the outstanding balance per month.

“Lease Agreement” means this Lease and Development Agreement by and between Lessor and Lessee.

“Lease Commencement Date” means the date that Lessee Conditions Precedent to the commencement of the Lease Term have been satisfied by Lessee or waived by Lessor, as acknowledged by Lessee by notice to Lessor given within five (5) days after satisfaction or waiver of the last Condition Precedent.

“Lease Commencement Date Agreement” means an instrument executed by the Parties substantially in the form and substance of Exhibit G-1 with respect to the date of commencement of the Lease Term.

“Lease Term” has the meaning set forth in Section 2.1(a), as the same may be extended through the exercise by Lessee of Lessee’s Contract Extension Option described in Section 3.1(b).

“Lessee Equipment” means the equipment, systems, commodities, consumables, tools, instruments, items, and other personal property of any nature owned, leased, or licensed by Lessee or its sublessees and located on or used at the Premises in connection with the operation and maintenance of the Station and other Lessee Improvements, as further described in Exhibit C.

“Lessee Hazardous Materials” means Hazardous Materials brought onto, generated at, or released on the Premises by Lessee, its contractors, vendors, transporters, employees, agents, representatives, tenants, sublessees, contract customers and licensees at any time during the term of this Agreement.

“Lessee Improvements”, or “Improvements”, means the Station, office, storage facilities, and other buildings, structures, facilities, installations, fixtures, and improvements reasonably

necessary, incidental, or related to the operation of the Station, or conduct of Lessee's business related to the marketing and sale of CNG which Lessee may elect to install, erect, assemble or construct at the Premises.

"Lessor Hazardous Materials" means Hazardous Materials located at, on, or under the Premises as of the Effective Date, or which migrate onto, under, or across the Premises from the St. Johns Fleet Yard or are released or discharged on, at or under the Premises by Lessor or Lessor's contractors, employees, agents, representatives, tenants, sublessees, invitees, or licensees at any time during the term of this Agreement.

"Lessor Vehicles" means any and all vehicles owned, leased or operated by or for Lessor at any time during the term of this Agreement (whether owned, leased and/or operated by or for Lessor as of the Effective Date or at any time thereafter) which are fueled by CNG, whether or not such vehicles are located, stored or otherwise maintained at the St. Johns Fleet Yard.

"Milestone Date" means a date a task is to be completed, as set forth on the Milestone Schedule.

"Milestone Schedule" means the schedule of milestone events and dates relating to the satisfaction of conditions precedent and the development, permitting and construction of the Station as set forth in Exhibit F.

"Person" means a natural person, corporation, partnership, limited partnership, limited liability company, business trust, Governmental Authority, association or other legal entity.

"Project" means Lessee Improvements to be performed and completed pursuant hereto in order for the Station to be available and accessible for the receipt, storage, processing, dispensing and sale of CNG and any Lessee Equipment located on or used at the Premises in connection with the operation and maintenance of the Lessee Improvements.

"Project Agreements" means this Agreement, the Fuel Purchase Agreement and any exhibits, schedules or attachments hereto or thereto, and any other agreement between Lessor and Lessee relating to the Premises, the Station, Lessee Improvements or the purchase and sale of Fuel that is specifically designated by the Parties as a "Project Agreement."

"Prudent Practice" means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the applicable industry), that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, cost effectiveness, and expedition, which are not limited to the optimal practices, means, methods and acts under the applicable circumstances.

"Scheduled Construction Commencement Date" means one hundred fifty (150) days after the satisfaction of the last of the conditions precedent to Development Obligations and the conditions precedent set forth in Section 2.2(a) of the Fuel Purchase Agreement, or the waiver thereof by Lessor, as such date shall be extended for Force Majeure events.

“Scheduled Station Completion Date” means _____ (___) calendar days after the Scheduled Construction Commencement Date, as such date shall be extended for Force Majeure events. This is the stage in the progress when the work is sufficiently complete in accordance with the Project Agreements and the construction documents so that the Lessee can utilize the Station for its intended use under this Agreement and the Fuel Purchase Agreement; all systems included have been successfully tested and are fully operational; all required governmental inspections and certifications required have been made, approved and posted; and designated initial instruction of Lessor’s and Lessee’s personnel in the operation of systems has been completed.

“Site Diligence Period” means the period commencing on the Effective Date and ending on the date ninety (90) days thereafter, as it may be extended for delays beyond Lessee’s control, by the agreement of the Parties or as provided herein.

“Site Due Diligence” means due diligence activities conducted by Lessee and its contractors and consultants at the Premises and otherwise to evaluate the suitability of the Premises for the construction, operation and maintenance of the Lessee Improvements thereon.

“St. Johns Fleet Yard” means that real property which is owned and operated by Lessor, located on Charles Usinas Memorial Highway, State Road 16, which is intended to be used for parking, cleaning, servicing, and maintaining Lessor’s vehicle fleet, as such property is more specifically described in Exhibit A-2.

“Third Party Hazardous Materials” means Hazardous Materials which are not Lessee Hazardous Material or Lessor Hazardous Material that is released or discharged at the Premises or migrates, flows or travels onto, under or across the Premises from property not owned, leased or operated by Lessor.

“Undisputed Amount” means with respect to the amount to be paid by a Party pursuant to an invoice, statement, bill or other such request or demand for payment or credit by the other Party, the portion thereof which is not manifestly in error.

“Unexcused Failure” means non-performance or delay in performance by a Party of its obligations and covenants under this Agreement which is not caused by or does not result from a Force Majeure event affecting the Party, regardless of whether such non-performance or delay in performance was cured after notice by the other Party or if uncured, would constitute or result in an Event of Default.

Section 1.2. Instructions.

The following rules of interpretation shall apply: (a) the words “herein,” “hereof” and “hereunder” and words of similar import when used in this Agreement shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement; (b) unless otherwise specified, references to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement; (c) the Exhibits attached hereto are incorporated in and are intended to be a part of this Agreement; provided, that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall prevail; (d) the term “knowledge”, and any other similar expressions, shall

mean actual knowledge of management of a Party; (e) the words “include,” “includes” and “including” are not limiting; (f) words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other; and (g) in accordance with the principles of good faith and fair dealing in the performance of this Agreement and, unless expressly provided otherwise in this Agreement, (i) where the consent, approval, or similar action by a Party is required, such consent, approval or similar action shall not be unreasonably withheld, conditioned or delayed and shall be deemed provided if notice of withholding or denial is not given within forty-five (45) days, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable. The recitals are intended to be a general introduction to this Agreement and are not intended to expand the scope of the parties’ respective rights or obligations or alter the plain meaning of this Agreement and the terms and conditions hereof; however, to the extent the terms and conditions of this Agreement are unclear or ambiguous or in conflict with terms and conditions of other Project Agreements, such terms or conditions should to the extent reasonably possible be reconciled and construed to be consistent with the objectives set forth in the recitals.

Section 1.3. Exhibits. The following documents are exhibits to this Agreement and incorporated herein.

- Exhibit A-1 - Description of the Premises
- Exhibit A-2 - Description of the St. Johns Fleet Yard
- Exhibit A-3 - Description of Lessee Ingress, Egress and Utility Easement Area
- Exhibit B - Station and Lessee Improvements
- Exhibit C - Lessee Equipment
- Exhibit D - Insurance
- Exhibit E - Notices
- Exhibit F - Milestone Schedule
- Exhibit G-1 - Lease Commencement Date Agreement
- Exhibit G-2 - Commercial Operations Date Agreement
- Exhibit H - Memorandum of Lease
- Exhibit I - Depreciation Schedule of Lessee Improvements

Exhibit J- Certificate of Final Completion

ARTICLE II
SCOPE; TERM

Section 2.1. Scope of Agreement.

(a) This Agreement sets forth the terms and conditions of the license to and lease of the Premises by Lessor to Lessee. The term of the lease of the Premises shall commence on the Lease Commencement Date and continue until the twentieth (25th) anniversary of the Commercial Operations Date, as the same may be extended through Lessee’s Contract Extension Option described in Section 3.1(b) (the “Lease Term”), unless earlier terminated in accordance with the terms hereof. The Parties will confirm the Lease Commencement Date and the

Commercial Operations Date by the execution and delivery of the Lease Commencement Date Agreement and the Commercial Operations Date Agreement within thirty (30) days of Lessee's notice to Lessor of the occurrence of such circumstance, respectively.

(b) This Agreement also sets forth the Parties' respective rights and obligations with respect to the development and construction of the Project. It is the intent of the Parties that this Agreement delineate responsibility for the performance and payment of the work constituting the Project and establish safety, security, staging, coordination, communication, reporting and other procedures to facilitate the cooperation and coordination of the Parties in achieving the efficient and timely completion of the Project.

(c) Lessor hereby grants Lessee a license to access, and occupy the Premises during normal working hours for the conduct of Site Due Diligence at and about the Premises to evaluate the suitability of the Premises for the construction, operation, and maintenance of the Station and other Lessee Improvements. During the Site Diligence Period, Lessee shall have the right to conduct Site Due Diligence in accordance with the terms of this Agreement. If Lessee determines, in its sole discretion, that the Premises are not suitable: (i) such notice shall describe the reasons therefor in reasonable detail; (ii) Lessee shall thereafter promptly provide, subject to Lessor's payment of the costs of reproduction, information, documents and data in the possession of Lessee reasonably requested by Lessor regarding such determination (provided that Lessee shall have no obligation to provide proprietary information, documents or data, and provided further that any such information, documents and data shall be provided without representation, warranty or right of recourse, including as to accuracy, completeness or right of use); and (iii) either Party shall have the right to terminate this Agreement and the other Project Agreements by notice to the other Party within thirty (30) days after notification from Lessee. Termination in accordance with this Section 2.1(c) shall not be an Event of Default hereunder, and the Parties shall have no further liability hereunder in respect of the Premises.

(d) If Lessee notifies Lessor on or before the expiration of the Site Diligence Period that the Premises are suitable for the construction, ownership and operation of the Lessee Improvements and that the other Conditions Precedent to Lease Obligations have been satisfied or waived by Lessor, the Lease Term shall commence as of the date that the last Condition Precedent to Lease Obligations has been satisfied or waived, and Lessee shall, without further notice or action, be leased the Premises by Lessor in accordance with the terms hereof, to install, equip, construct, expand, operate, and maintain the Lessee Improvements, engage in the Permitted Uses and otherwise conduct all lawful activities on the Premises that are reasonably necessary or related to the construction, operation, maintenance, repair and replacement of the Lessee Improvements. The Parties shall execute a Lease Commencement Date Agreement substantially in the form of Exhibit G-1, confirming the Lease Commencement Date within thirty (30) Business Days after Lessee's notice to Lessor of the satisfaction or waiver of the last Conditions Precedent to Lease Obligations. During the Lease Term, Lessee's right to lease, possess, occupy, use and improve the Premises, engage in the Permitted Uses and conduct business on the Premises shall be exclusive, subject to the terms of this Agreement and, to the extent relating to Lessor's purchase and Lessee's sale of Fuel at the Premises, the Fuel Purchase Agreement. Lessee shall have the right exercisable at any time in its discretion during the Lease Term to apply for and obtain a separate tax identification number or other recognition by a Governmental Authority of the leasehold interest of Lessee in the Premises.

Section 2.2. Conditions Precedent to Lease Obligations.

(a) The following are the “Conditions Precedent to Lease Obligations” to the obligation of Lessee hereunder to lease the Premises and construct and operate the Lessee Improvements on the Premises and pay rent, all of which must be satisfied by the Party responsible therefor or waived by **Lessor** on or before the Milestone Date unless otherwise specified in Exhibit F:

(i) all conditions precedent under the Project Agreements that are to be satisfied prior to the commencement of on-site construction of the Station have been satisfied by the Party responsible therefor or waived by **Lessor**;

(ii) all Governmental Authorizations necessary for the commencement of on-site construction of the Station on the Premises have been obtained on terms and conditions acceptable to Lessee and are final and not subject to re-hearing or appeal;

(iii) all Governmental Authorizations necessary for the commencement of construction have been obtained and are final and not subject to re-hearing or appeal;

(iv) Lessee notifies Lessor that the results of Lessee’s Site Due Diligence are acceptable to Lessee by the end of the Site Diligence Period; and

(v) as of the date of the satisfaction or waiver of the other Conditions Precedent, (a) no Lessor Default then exists or would exist with the passage of time or giving of notice, and (b) Lessor has the ability to pay and perform its obligations under the Project Agreements.

The Parties shall use commercially reasonable efforts to satisfy the Conditions Precedent that are their respective responsibility, coordinate their exchanges of information and documents relating thereto and promptly notify the other Party upon satisfaction of each Condition Precedent to Lease Obligations.

(b) If the Conditions Precedent to Lease Obligations are not satisfied by the Party responsible therefor or waived by **Lessor** on or before the date specified for satisfaction thereof, either Party, if not in breach of its obligations with respect to the satisfaction of the Conditions Precedent to Lease Obligations, shall have the right to terminate this Agreement and the other Project Agreements by notice to the other Party within thirty (30) days after the applicable deadline. Termination in accordance with this Section 2.2(b) shall not be an Event of Default hereunder, and the Parties shall have no further liability hereunder in respect of the Premises.

Section 2.3. Conditions Precedent to Development Obligations. The obligations of Lessee to commence and perform construction of the Lessee Improvements shall become fully effective and enforceable upon satisfaction or waiver of the following conditions precedent on or before the applicable Milestone Date or other date as set forth below:

(a) Lessee shall have notified the Lessor of its determination that the Premises are suitable for the construction of the Station;

(b) Each of the Conditions Precedent to Lease Obligations has been satisfied by the Party responsible therefore or waived by the **Lessor**;

(c) The Lessee shall have obtained all Governmental Authorizations necessary for the commencement of work for the construction and installation of the Station on terms acceptable to the Parties;

(d) Lessee shall have obtained and furnished to the Lessor documentation from its prime contractor or other contractors confirming the existence of insurance coverage required for the construction of the Lessee Improvements;

(e) As of the date that Conditions Precedent to Development Obligations (a) through (d) have been satisfied or waived, (i) there shall not be pending any litigation the outcome of which could have a material adverse impact on the ability of a Party to perform its obligations under the Project Agreements; (ii) the representations and warranties of the Parties in Section 13 of this Agreement are true and accurate as if made on such date; (iii) conditions precedent to Lessee's obligations under the other Project Agreements have been satisfied by the party responsible therefor or waived by Lessor; and (iv) neither Party has incurred an Event of Default hereunder or would incur an Event of Default with the passage of time or the giving of notice.

Each Party shall give notice to the other upon performance or satisfaction of a condition precedent which is its responsibility. Upon performance or satisfaction of all conditions precedent or waiver by **Lessor**, Lessee shall promptly give notice thereof to Lessor. Either Party shall have the right to terminate this Agreement by notice to the other Party within thirty (30) days if any of the Conditions Precedent to Development Obligations is not timely satisfied by the Party responsible therefor or waived by **Lessor** on or below the applicable date.

Section 2.3 Approval of Final Design Documents and Inspection by Lessor. Prior to commencement of the construction of the Station, Lessee shall submit to the Lessor for its review and approval, the Design Documents for the Station and shall obtain final approval from the Lessor pursuant to the Lessor's Code of Ordinances, Land Development Code, and any other applicable state or local regulations. The Lessor shall forthwith approve such Design Documents to ensure compatibility of the construction design of the Station with construction standards utilized by the Lessor for similar public infrastructure owned by the Lessor. During the course of construction, the Lessor retains the right to inspect construction of the Station to ensure compliance with the Design Documents at all reasonable times, after reasonable advance notice to the Lessee.

Section 2.4 Utilities. The Lessee, at its sole cost and expense, shall be responsible for all utilities rendered or supplied upon or in connection with the Premises, including electricity, telephone, water, sanitary sewer, stormwater fees, and trash and garbage removal.

Section 2.5 Payment of Fees. If construction of the Lessee Improvements, or satisfaction of any of the conditions precedent, will require the payment of any fee, including any impact fee, payment of such fee shall be at the Lessee's sole cost and expense.

Section 2.6 Commencement of Work. After satisfaction or waiver of the applicable Conditions Precedent to Development Obligations thereto, the Parties shall

promptly commence work and diligently prosecute and perform or cause to be performed the work necessary to install, construct and complete the portion of the Project work which is its responsibility. The Representatives shall meet prior to the commencement of work at the Premises to coordinate activities by the Parties. No less than ten (10) days prior to commencing any work at the Premises, each Party shall provide a schedule for its performance of any work therein, which such Party shall update weekly. The schedule shall contain line item entries for the performance of any work by the Party and any activity by the other Party necessary to support performance of such work.

ARTICLE III **TERM; SURRENDER**

Section 3.1. Possession; Extension.

(a) Subject to satisfaction of the Conditions Precedent to Lease Obligations by the Party responsible therefor or waiver thereof by Lessor, Lessor does hereby demise and lease to Lessee, as lessee hereunder, and Lessee does hereby take and let from Lessor, the Premises, with the lease thereof commencing on the Lease Commencement Date and continuing until the end of the Lease Term. Lessor grants to Lessee actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or interruption by Lessor or any other Person lawfully or equitably claiming by, through, or under Lessor during the Lease Term. Lessor hereby also declares, grants and establishes in favor of Lessee, for a period co-terminus with the Lease Term, (i) a nonexclusive (in common with Lessor and other tenants of Lessor and other tenants of Lessor, and their officers, employees, agents, contractors, vendors, customers, guests and other invitees, and any other person granted use by Lessor) a right of ingress and egress over the roads, lanes and driveways within the Lessee Ingress, Egress and Utility Easement Area (hereinafter, the "Roadways") to the Premises by Lessee, its officers, employees, agents, contractors, vendors, sublessees, assigns, customers, guests and other invitees in accordance with Applicable Laws, for the purpose of vehicular access from and to public streets and rights-of-way passage, and for parking on the Premises as may be necessary or useful for Lessee's enjoyment of the Premises and conduct of the Permitted Uses, but under no circumstances shall the foregoing right for parking include the right to park upon or across the Roadways; and (ii) a nonexclusive (Lessor and other tenants of Lessor, and their officers, employees, agents, contractors, vendors, customers, guests and other invitees, and any other person granted use by Lessor) utility easement within the Lessee Ingress, Egress and Utility Easement Area abutting the Roadways to construct, operate, repair and maintain as needed underground utility lines serving the Premises (the Lessee Ingress, Egress and Utility Easement Area shall be referred to herein as the "Lessee Easements").

(b) Unless this Agreement has been terminated earlier in accordance with its terms, Lessor shall have the right and option, its sole and absolute discretion, to extend the term of this Agreement and the Fuel Purchase Agreement for one additional twenty-five (25) year period, with such extension period beginning on the twenty-fifth (25th) anniversary of the Commercial Operations Date (the "Contract Extension Option"). Lessee shall exercise the Contract Extension Option by giving written notice to Lessor no earlier than three hundred sixty-five (365) days and no later than one hundred eighty (180) days prior to the twenty-fifth (25th) anniversary of the Commercial Operations Date.

Section 3.2. Surrender at End of Lease Term.

(a) Lessee shall surrender possession of the Premises at the end of the Lease Term or if this Agreement is terminated early in accordance with the terms hereof, upon its termination. Lessee shall abandon Lessee Improvements and Lessee Equipment in substantially the same conditions as existed immediately prior to expiration or termination of this Agreement within sixty (60) days after the end of the Lease Term.

(b) Within sixty (60) days after the expiration or earlier termination of this Agreement, Lessor shall designate by notice to Lessee any Lessee Improvement, other than the Station, that cannot reasonably be used by Lessor in the normal course of its operations and that Lessor will demolish. Lessor may proceed to demolish such Lessee Improvements, at Lessor's expense, any time after giving such notice. Except as otherwise expressly set forth herein, within ninety (90) days after the expiration or earlier termination of this Agreement, Lessee shall in each circumstance described in this paragraph (b) sell and transfer title to the Station and other Lessee Improvements not designated for demolition to Lessor, as-is, where-is, with all faults and without representation, warranty, obligation or liability for the following consideration to be paid by Lessor to Lessee at the closing of such sale or transfer in cash without set-off, netting, reduction or counterclaim by Lessor to Lessee:

(i) if this Agreement expires at the end of the Lease Term, for the net book value of the Lessee Improvements existing at the end of the Lease Term.

(ii) if this Agreement is terminated by Lessee as a result of a Lessor Default, in addition to Lessee's other rights and remedies, for the net book value of the Lessee Improvements as of the termination date.

(iii) if this Agreement is terminated by Lessor as a result of Lessee Default, for the net book value of the Lessee Improvements as of the date of such termination.; and

(iv) the net book value of the Lessee Improvements shall be computed as follows:

(A) for those Lessee Improvements and Lessee Equipment placed in service as of the Commercial Operations Date, the cost of such Lessee Improvements and Lessee Equipment shall be depreciated on a monthly straight-line basis as described in Exhibit I;

(B) for those Lessee Improvements and Lessee Equipment placed in service after the Commercial Operations Date, the cost of such Lessee Improvements and Lessee Equipment shall be depreciated on a monthly straight-line basis from the month following the date such Lessee Improvement was placed in service.

ARTICLE IV
PERMITTED USES; ACTIVITIES

Section 4.1. Permitted Uses. Lessor hereby consents to the use of the Premises for the following "Permitted Uses" during the term of the Fuel Purchase Agreement: (i) the permitting, financing, ownership, lease, installation, construction, operation, maintenance, repair, replacement, enhancement, expansion, alteration, possession, occupancy, and use of Lessee Improvements; (ii) the receipt, storage, processing, pressurizing, measurement, dispensing, and sale of Fuel at the Station to Lessor and other Persons; (iii) the operation, maintenance, repair, removal, replacement, and enhancement of Lessee's Equipment, systems, signs, controls, and installations at the Premises; (iv) the performance of services and furnishing of materials, equipment, and supplies by third parties related to the installation, construction, operation, maintenance, repair, removal, and replacement of the Station, Lessee Improvements, and Lessee Equipment and other uses permitted under this Agreement; (v) the financing and refinancing of the development, permitting, installation, construction, operation, maintenance, repair, replacement, enhancement, expansion, and alteration of the Lessee Improvements and Lessee Equipment and the granting of mortgages, security interests, liens, charges, rights, and encumbrances to or for the benefit of Financing Parties; and (vi) the installation of equipment, poles, cables, conduits, conductors, pipes, facilities, and installation necessary or incidental to receipt of any and all utility and governmental services.

(b) Lessee shall not use any part of the Premises or Lessee Improvements, or permit any part thereof to be used by any sublessees, assigns, contractors or vendors, employees, agents or invitees for any other purpose or any act or thing that is contrary to any Applicable Law affecting or pertaining to the Premises or Lessee Improvements or constitutes an actionable and material public or private nuisance or waste. Under no circumstances shall Lessee engage in, cause or permit any of its sublessees, contractors or vendors, employees, agents or invitees to engage in any of the following activities on the Premises, at the Lessee Improvements: sale of tobacco products, alcoholic beverages, firearms, ammunition, fireworks, adult magazines, or any products or services the sale of which to minors is prohibited by law. Lessor shall have the right to specifically enforce such use restrictions, including but not limited to the right to enjoin any prohibited use and shall immediately inform Lessee and provide notice of any breach of this Section 4.1(b). This paragraph (b) is specifically applicable to Lessee's agents, sublessees, assigns, mortgagees, and any other Person claiming by or through Lessee, and must be directly or by reference included in the terms of any sublease, assignment, mortgage, or similar document that relates to use or occupancy of the Premises or Lessee Improvements.

Section 4.2. Site Remediation.

(a) If during the Site Diligence Period, Lessor Hazardous Materials not previously disclosed by Lessor or discovered by Lessee in the conduct of environmental due diligence in accordance with Prudent Practice during the Site Diligence Period are discovered on or under the Premises or migrating to the Premises from the St. Johns Fleet Yard and are of such nature, concentration, intensity or character, that (i) require removal, replacement, and disposal of soils or materials; (ii) require remediation, monitoring, or additional testing; (iii) would materially

increase the cost to develop, construct, or operate and maintain the Lessee Improvements; or (iv) otherwise render the Premises unsuitable for or materially increase the cost of the construction and operation of the Lessee Improvements, Lessee shall promptly notify Lessor thereof, and in such notice require that Lessor shall take all action necessary to remove such Hazardous Material, contaminants, or conditions and render the Premises suitable for possession, occupancy, use, and improvement in accordance with the Project Agreements.

(b) If Lessor does not use best efforts to render the Premises suitable for construction and operation of the Lessee Improvements within ninety (90) days of notice by Lessee of the existence of any such condition described in paragraph (a) a Lessor Default will exist and Lessee may, without further obligation or liability, and in addition to its other rights and remedies, extend the time for performance of its obligations under this Agreement and other Project Agreements or terminate this Agreement as set forth in written notice to Lessor.

ARTICLE V

STATION CONSTRUCTION

Section 5.1 Solicitation of Bids and Professional Services on Project Construction. The Lessee shall prequalify prospective general contractors to submit bids for construction of the Station and Lessee Improvements. The prequalification criteria shall be determined by the Lessee but shall minimally include a review of each candidate's experience, financial resources, organization, personnel, equipment, past record or history and ability to post payment and performance bonds as may be required. The Lessee shall cause each prequalified prospective general contractor to actively seek the participation of local subcontractors for designated subcontracts or tasks. Upon the execution of the Construction Contract for the Station and Lessee Improvements, the Lessee shall provide a written Notice of Commencement to the Lessor for the construction of the same. If the Construction Contract for the Station and Lessee Improvements has been signed, but the Lessee is not prepared to commence construction, then the Lessee may delay the filing of the Notice of Commencement until such time as the Lessee and the General Contractor are prepared to proceed to commence construction. In no event will construction commence before the Notice of Commencement is filed with the Lessor and recorded in accordance with Chapter 713, Florida Statutes. Professional services for the Station and Lessee Improvements shall be selected and secured in substantial compliance with the process and requirements of Section 287.055(2)(a), Florida Statutes. The engagement of any general contractor or subcontractor for construction of the Station and Lessee Improvements shall be contingent upon the Lessor's consent to the use of such general contractor or subcontractor, which consent shall not be unreasonably withheld.

Section 5.2 Construction Performance Conditions.

(a) Subject to the terms and conditions of this Agreement, the Lessee shall ensure that either it or the General Contractor has a staff for the overall administration, coordination, management and supervision of the Station and the Lessee Improvements. The Lessee agrees to cause the General Contractor to undertake and complete its work in accordance

with the Design Documents and the Construction Contract. The Lessee shall further cause the General Contractor to maintain on site a record copy of all Design Documents including without limitation, all drawings, specifications, change orders, and other modifications to the same, all in good order and to facilitate inspection by the Lessor.

(b) The Lessor shall be responsible for the completion of all work necessary to complete the Station and Lessee Improvements as a design-build construction project and to be fully responsible for the payment of all monies due under the Construction Contract and any subcontracts entered into by the General Contractor; provided however nothing contained herein precludes the Lessee from delegating the payment of the subcontractors to the General Contractor consistent with the requirements of Chapter 713, Florida Statutes. It is understood and agreed by the Lessee that the Lessor shall not be liable for any expenses or liabilities under the Construction Contract or any subcontract, and that the Lessee shall be solely liable for all expenses and liabilities incurred in the construction of the Station and Lessee Improvements.

(c) The Lessee and the General Contractor shall comply with all applicable federal, state, and local rules and regulations in providing the services required under this Agreement. The Lessee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Lessee further agrees to include this provision in all contracts and subcontracts issued as a result of this Agreement.

(d) The Lessor's interests in the Premises shall not be subject to any construction lien or other lien for the Station or other Lessee Improvements. Except as expressly authorized in writing by the Lessor, no encumbrances, charges, or liens against the Premises shall exist because of any action or inaction by the Lessee or its independent contractors.

Section 5.3 **Public Construction Bonds.** The Lessee shall provide, or at its option, cause its General Contractor performing the work to provide a public construction bond(s) in the amount of one hundred percent (100%) of the estimated construction cost of the Station and Lessee Improvement, securing the timely performance of the construction in a manner consistent with the provisions of this Agreement, and the payment to all claimants supplying labor, materials or supplies used directly or indirectly in the construction of the Station and Lessee Improvements, and otherwise meeting the requirements of Section 255.05, Florida Statutes. Such public construction bond(s) shall be written by a surety licensed to do business in the State of Florida and currently listed on the U.S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570 (Latest Revision), entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The surety shall be rated AAA or better as to General Policyholders Rating and Class X or better as to Financial Category for Best's Key Rating Guide. Such bond(s) shall be recorded in the Public Records of St. Johns County, Florida. No construction shall commence (or recommence after default or abatement) until the bond(s) is posted with the Lessor.

Section 5.4 Construction Plans. Prior to the commencement of construction, the Lessee shall prepare and submit to the Lessor's building department for final approval working plans and specifications constituting the Design Documents, including without limitation, foundation, structural, electrical, plumbing, fire/life safety and mechanical drawings and specifications which are consistent with the construction standards in the St. Johns County Code of Ordinances and otherwise required by the Florida Building Code, and the Lessor's building department shall timely review and respond in writing of its approval or disapproval with specific reasons therefore in accordance with the Florida Building Code.

Section 5.5 Changes to Construction Plans. The Lessee shall not materially change or modify the Design Documents after their approval by the Lessor without the prior written consent of the Lessor, which shall not be unreasonably withheld, delayed, or conditioned.

Section 5.6 No Work without Lessor Approval. No commencement, clearing or excavation of the Station or Lessee Improvements shall be commenced until the Design Documents have been approved in writing by the Lessor as more particularly set forth in this Article V. Each building, wall, structure or other improvement constituting the Station and Lessee Improvements shall be constructed in accordance with the Design Documents.

Section 5.7 Costs and Expenses. The Lessor shall not be responsible for any of the costs and expenses incurred by the Lessee in connection with the preparation and completion of the Design Documents or any other activity or work incurred by the Lessee in the construction of the Station and Lessee Improvements.

Section 5.8 Construction Contract. Upon approval by the Lessor of the Design Documents, the Lessee shall negotiate a Construction Contract with a general contractor or contractors having experience commensurate with the size and scope of the Station and Lessee Improvements and the financial ability to complete the construction as contemplated herein.

Section 5.9 Construction Management Responsibilities. The Lessor and the Lessee hereby acknowledge and agree that, in addition to all other responsibilities and obligations of the Lessee under this Agreement, the Lessee shall act as the construction manager with regard to the construction of the Station and Lessee Improvements. As such, in addition to and notwithstanding anything contained herein, the Lessee shall undertake all responsibilities and obligations typically associated with the role of construction manager for managing and coordinating the construction of the Station and Lessee Improvements and the contractor(s) retained in relation thereto, including without limitation, the following:

(a) Providing sufficient organization, personnel, and management to carry out the requirements and Intent of this Agreement, the Construction Contract and the Design Documents in an expeditious and economical manner consistent with the terms of this Agreement;

(b) Providing administrative, management, and related services to coordinate scheduled activities and responsibilities of the contractors with each other and with the Lessor, the General Contractor, and the design professionals and to manage construction of the Station and Lessee Improvements in accordance with the projected construction costs and the Design Documents;

(c) In its role as construction manager, the Lessee shall execute the Construction Contract and be responsible for the timely and proper performance of the work required thereunder by the parties with whom or which the Lessee elects to contract and shall at all times act in and represent the best interests of the Parties to this Agreement.

Section 5.10 Permits and Approvals. The Lessee shall apply for, diligently pursue and obtain any and all construction permits and approvals necessary for the proper evacuation, construction and completion of the Station and Lessee Improvements. The Lessee shall be solely responsible for the costs of the permits, licenses and approvals for the Station and Lessee Improvements in accordance with, and subject to, the provisions of this Agreement.

Section 5.11 Progress of Construction.

(a) Upon issuance of the building permit for the Station and Lessee Improvements, the Lessee shall commence construction and, at all times, proceed diligently to Substantial Completion (as hereinafter defined) in accordance with the Design Documents. The Lessee shall require that the General Contractor perform all work in a good and workmanlike manner and consistent with and in accordance with the Design Documents. All costs, expenses, and obligations of the Lessee incurred relating to the design, permitting and construction of the Station and Lessee Improvements, including without limitation, those for labor, work, materials, utilities, services, equipment, permits, professional fees and technical, engineering, mechanical and design fees, shall be the sole obligation of the Lessee.

(b) The Lessee shall prepare and regularly update a project schedule which shall include, without limitation, phasing of construction, times of commencement and completion required of each contractor, ordering and delivery of products requiring long lead times, and activities of each contractor, such as activity sequences and duration. The Lessee shall keep the Lessor advised of the progress of construction through progress reports in form and substance reasonably acceptable to the Lessor, which progress reports shall include without limitation, percentages of completion and costs and expenses incurred in association therewith.

(c) The Lessor shall have the right to inspect the Station and Lessee Improvements from time to time upon reasonable prior notice to the Lessee. The Lessee shall cooperate (and shall cause its General Contractor and any other contractors, subcontractors, employees and agents to cooperate) fully with all such inspections and examinations. In making the foregoing inspections, the Lessor shall not interfere with the progress of construction.

Section 5.12 Compliance with Laws. The Station and Lessee Improvements will be constructed in accordance with applicable statutes, ordinances, codes, rules, regulation, and orders including without limitation, those regarding the storage, use, removal, disposal, handling and transportation of Hazardous Materials. With respect to the removal of any existing Hazardous Materials, the Lessee shall use only such contractors as are bonded and licensed for the removal and treatment of Hazardous Materials, and shall strictly comply with all laws, orders, rules and regulations regarding same.

Section 5.13 Certification of Final Completion. Upon the Substantial Completion of the Station and Lessee Improvements, the Lessee shall furnish the Lessor with an instrument certifying the completion of the Station and Lessee Improvements in the form of Exhibit J. The Certificate of Final Completion by the Lessee shall constitute a representation by the Lessee that the Lessee has reasonably determined that all work has been substantially completed in accordance with the requirements of this Agreement, the Construction Contract and the Design Documents and that the Lessee has reasonably determined that all contractors and design professionals have properly disbursed such sums to their respective employees, suppliers, materialmen, and subcontractors who may have lien rights with respect to the Station and Lessee Improvements, such that all work is free and clear of all claims and liens. For the purposes hereof and for purposes of the Certificate of Substantial Completion, "Substantially Completed" shall mean: (i) that the Station and Lessee Improvement have been completed in accordance with the Design Documents; (ii) that a final and unconditional certificate of occupancy has been issued by the Lessor's building department; and (iii) that the Lessor has received a signed and sealed professional certification from the Lessee's architectural or engineering firm that the Station and Lessee Improvements are useable for their intended purpose, has been completed in accordance with the Design Documents and has passed and received all final Government Authorizations. The Certificate of Final Completion shall certify the total construction costs for the Station and Lessee Improvements. The Certificate of Final Completion shall only be issued upon a determination by the Lessor that the Station and Lessee Improvements have been Substantially Completed, which determination shall be communicated to the Lessee within ten (10) Business Days after the Lessor's receipt from the Lessee of the following: (i) two (2) sets of as-built final approved plans for the Station and Lessee Improvements; (ii) a final affidavit and release of lien from the General Contractor attesting to payment of all obligations relating to construction and development and final releases by all lienors (subject to final payment); and (iii) two (2) copies of the final as-built survey of the Station and Lessee Improvements meeting the minimum technical standards of the State of Florida and showing the location of the Station and Lessee Improvements as constructed.

Article VI
COMMERCIAL OPERATIONS DATE AND RENT

Section 6.1. Rent. Lessor and Lessee acknowledge and agree that commencing on the Commercial Operations Date and thereafter through the expiration or earlier termination of this Agreement, Lessee shall pay rent to Lessor hereunder as follows:

(a) Until such time as total Fuel sales at the Station reach 300,000 GGEs, a fixed monthly base rent in the amount of One Dollar (\$1.00) per calendar month (provided that if the Commercial Operations Date is not the first day of the month and/or the last day of the Lease Term is not the last day of the month, the amount shall be prorated) through the Lease Term as monthly rent. Such fixed monthly rent payments shall thereafter be paid in advance on or before the fifth (5th) day of each calendar month during the remainder of the Lease Term.

(b) Starting in the first month of the Contract Year following the Contract Year in which total Fuel sales at the Station exceed 300,000 GGEs, or in the first month of the third Contract Year, whichever occurs first, a fixed annual base rent in the amount of Forty Thousand Dollars (\$40,000.00) per Contract Year, to be paid in equal monthly installments in advance on or before the fifth (5th) day of each calendar month during the remainder of the Lease Term. The amount of rent shall be adjusted each Contract Year in accordance with the Consumer Price Index for all Urban Consumers (CPI-U), All Items, as published by the United States Bureau of Labor Statistics. Changes to the CPI-U shall be based on the difference from the first day of a Contract Year to the first day of the next Contract Year.

(c) If Lessee and Lessor do not dispute the amount of any payment required hereunder and Lessee fails to make payment thereof when due to Lessor, Lessee shall pay the Lessor a Late Fee thereon. Interest shall accrue on all late payments at the lesser of one and one-half percent (1.5%) per month or the highest amount permitted by law per month on the amount outstanding from the payment due date. Payments shall be made by electronic funds transfer to the account designated by notice by the Lessor. If either Party disputes the amount of any invoice or payment hereunder, it shall promptly inform the other Party thereof and representatives of the Parties shall meet and confer within five (5) days to attempt to resolve the dispute.

Section 6.2. Commercial Operation. Lessee's sale of Fuel to Lessor shall commence on or before the Scheduled Station Completion Date, and Lessor shall purchase all of its requirements for Fuel within St. Johns County at the Station commencing on the Commercial Operations Date and continuing through the end of the term of the Fuel Purchase Agreement in accordance with the terms thereof.

ARTICLE VII **TAXES; COSTS**

Section 7.1. Costs; Expenses. Except for costs, expenses, taxes, licenses, and Governmental Authorizations relating to the ownership of the real property constituting the Premises or which are to be paid or obtained by Lessor hereunder or under the other Project Agreements, the Parties agree that Lessee shall be solely responsible during the Lease Term for any expense or cost relating to occupancy, possession, and use of the Premises by Lessee, its sub-lessees or assigns, including insurance premiums, fees and charges for utility

service, taxes imposed on the sale of Fuel and repairs, replacements and maintenance of the Lessee Improvements.

Section 7.2. Lessee Improvements. Lessee shall operate and maintain the Station, Lessee Improvements, and Lessee Equipment in accordance with Applicable Laws, Governmental Authorizations, and Prudent Practice. Lessee shall extend or renew at its cost and expense any Governmental Authorizations necessary for such purpose and to operate and maintain the Station, Lessee Improvements, and Lessee Equipment.

Section 7.3. Utilities. Lessee shall perform, procure, or cause the performance of all work and services and bear the cost of installation of utility service lines, pipes, poles, transformers, conduits, cables, conductors, and other facilities and equipment necessary for utility and government services to be interconnected with and serve the Premises. The Parties' activities related to the installation of such utility equipment and facilities related to the construction of the Station shall be performed in accordance with the terms and conditions of this Agreement. Lessee shall establish separate accounts for and pay or cause to be paid all fees and charges for electricity, water, sewerage, telephone, and communication and other utility services rendered or supplied to the Premises. All utilities to the Premises shall be separately metered.

Section 7.4. Ownership Status.

(a) Lessor acknowledges and agrees that Lessee has the absolute right hereunder to be, and as between the Parties shall be, the exclusive owner, lessee, and operator of the Lessee Improvements and the Lessee Equipment. Lessor may not sell, assign, lease, mortgage, pledge or otherwise alienate or encumber the Lessee Improvements or Lessee Equipment with the fee interest or leasehold rights to the Premises or otherwise.

(b) During the term of this Agreement, Lessor shall give Lessee at least thirty (30) days written notice prior to any initiative by Lessor to evaluate, consider, or respond to an offer to purchase or implement a sale or other transfer of all or any portion of the Premises or to sell, lease, or transfer all or any portion of the St. Johns Fleet Yard, and the Parties shall meet and confer to consider and attempt to address any adverse impacts which such sale, lease or other transfer might reasonably be expected to have on the ability of the Parties to perform their respective obligations under the Project Agreements. In the event that Lessor transfers ownership of all or any portion of the Premises or the St. Johns Fleet Yard, Lessor shall include text in the conveying document(s) that constitutes an assumption by and binds any transferee to the terms of this Agreement. Lessor agrees that this Agreement and the rights of way granted herein shall run with the Premises and survive any transfer of the Premises or St. Johns Fleet Yard.

Section 7.5. Business. Lessor acknowledges that Lessee is the owner of the development rights and entitlements related to the Premises and the conduct of business thereon or at any of the Lessee Improvements. Lessee is entitled to collect all the revenues, incentives, credits, and other benefits generated by or associated with operation of the Station, Lessee Improvements, and Lessee Equipment, including but not limited to the tax credits, accelerated depreciation, deductions, grants, environmental attributes, renewable energy

credits, and any other environmental credits, benefits, offsets, and incentives associated with the ownership or operation of the Station.

Section 7.6. Additional Improvements. Lessee may, with approval of Lessor which shall not be unreasonably withheld, have the right, but not the obligation, at any time during the Lease Term, at its election, itself or through sublessees, assigns, contractors, and vendors, to develop, install, operate, and maintain other Lessee Improvements reasonably necessary, incidental to, or related to the operation of the Station, as well as associated fixtures, equipment, and other items on the Premises. Any such improvements, fixtures, equipment and systems shall be constructed, installed, owned, leased, and operated in accordance with Applicable Laws, this Agreement, and Prudent Practice. Lessor shall cooperate and assist Lessee and its sublessees and assigns in their efforts to procure any Governmental Authorizations necessary or incidental to the construction, operation, or maintenance of Lessee Improvements on the Premises.

ARTICLE VIII **HAZARDOUS MATERIAL**

Section 8.1. Use of the Premises. Use of the Premises by Lessee shall be limited to the Permitted Uses. During the Lease Term Lessee shall not: (i) use or occupy the Premises or any part thereof for any purpose other than the Permitted Uses or (ii) store any equipment, materials, supplies, consumables, waste, rubbish, or debris at the Premises except as reasonably necessary or appropriate for the installation, operation, maintenance, repair, and removal of the Lessee Improvements and Lessee Equipment.

Section 8.2. Hazardous Materials. Lessee covenants that it shall not undertake any activity with respect to the construction, operation, maintenance, and repair of the Station on the Premises which would cause a material violation of or be the basis of a claim under any Applicable Law relating to Hazardous Materials. As used herein, the term "Hazardous Materials" shall mean all substances deemed hazardous under Applicable Laws governing the use, handling, storage, transportation, storage, release, discharge, or disposal of hazardous, toxic, contaminated, dangerous, or radioactive materials or substances, including, without limitation, asbestos or any substance containing asbestos, petroleum, petroleum products, oil, polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic waste, materials or substances under any law relating to environmental conditions and industrial hygiene.

Section 8.3. Indemnification and Remediation by Lessee. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney's fees and court costs) caused by or arising out of (i) a violation of Sections 8.1 or 8.2 or (ii) any release of any Lessee Hazardous Materials during the Lease Term. Lessee shall clean up, remove, remediate, and repair in accordance with the requirements of Applicable Law any soil or ground water contamination and any other damage to the Premises caused by the presence of any such Lessee Hazardous Material during the Lease Term in accordance with the requirements of Applicable Law. Each Party shall immediately give the other Party written notice of any suspected breach of the provisions hereof

by Lessee upon learning of the presence or release of Lessee Hazardous Materials at the Premises, and upon receiving any notice from Governmental Authorities of Lessee Hazardous Materials pertaining to the Premises and/or the Lessee Improvements. Nothing herein shall relieve Lessee of any responsibility or liability prescribed by law for fines, penalties, and damages levied by Governmental Authorities and the cost of cleaning up any Lessee Hazardous Materials. Upon discovery of a release of any Lessee Hazardous Material, or any other violation of Applicable Laws relating to the generation, storage, production, placement, treatment, release, or discharge of Lessee Hazardous Materials, Lessee shall give notice of such violation to Lessor and to all applicable Governmental Authorities having jurisdiction, all within the reporting periods of the applicable Governmental Authorities. The indemnity obligations of Lessee under this Section 8.3 shall survive the expiration or termination of this Agreement for any reason.

Section 8.4. Indemnification and Remediation by Lessor. Lessor shall defend, indemnify and hold Lessee harmless from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorney's fees and court costs) caused by or arising out of any Lessor Hazardous Materials that was not discovered during the conduct of Site Due Diligence. Lessor shall clean up, remove, remediate and repair in accordance with the requirements of Applicable Law any soil or ground water contamination and any other damage to the Premises caused by the presence of any Lessor Hazardous Material by Lessor in accordance with the requirements of Applicable Law. Each Party shall immediately give the other Party written notice of any suspected breach of the provisions hereof by Lessor upon learning of the presence or release of such Lessor Hazardous Materials, and upon receiving any notice from Governmental Authorities of Lessor Hazardous Materials pertaining to the Premises and/or the Lessee Improvements. Nothing herein shall relieve Lessor of any responsibility or liability prescribed by law for fines, penalties and damages levied by Governmental Authorities and the cost of cleaning up any contamination caused by Lessor Hazardous Materials. Each Party shall, upon discovery of a release of any Lessor Hazardous Material or pollutant, or any other violation of any Applicable Law relating to the generation, storage, production, placement, treatment, release or discharge of any Lessor Hazardous Material, give notice of such violation to the other Party and to all applicable Governmental Authorities having jurisdiction, all within the reporting periods of the applicable Governmental Authorities. The indemnity obligations of Lessor under this Section 8.4 shall survive the expiration or termination of this Lease for any reason. The Lessor's liability under this Section 8.4 shall not exceed the limitations of liability set forth in Section 768.28, Florida Statutes. The indemnity obligations of Lessor shall not constitute a waiver of Lessor's sovereign immunity.

Section 8.5. Migrating Third Party Hazardous Material. If after the Site Diligence Period Third Party Hazardous Materials emanating from property owned, leased, occupied or operated by a third party are discovered to be migrating or flowing onto, under, above or over the Premises, the Parties shall meet and confer in good faith to attempt to develop, implement and fund a mutually acceptable plan to address such circumstances in order that the Parties may be able continue to be able to perform their respective obligations under the Project Agreements. If the Parties are unable despite good faith efforts to agree upon and commence implementation of measures to address such circumstance within one hundred eighty (180) days after the discovery of such Hazardous Materials, either Party may by notice to the other Party initiate the dispute resolution procedure set forth in Section 17.15(a) and (b). If after the conduct of mediation the Parties are unable to reach agreement with respect to the

remediation of such Third Party Hazardous Materials, and if such Hazardous Materials materially interfere with or adversely affect the operation or financial performance of the Station, or other Lessee Improvements, either Party may terminate this Agreement and the Fuel Purchase Agreement without further obligation or liability by notice given to the other Party within sixty (60) days thereafter.

ARTICLE IX **INDEMNIFICATION**

Section 9.1. Indemnification. Lessee shall indemnify, defend, and hold the Lessor harmless from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), development, construction, use, maintenance, repair, or operation of the Station and Lessee's activities on the Premises excepting, however, such costs, claims, liabilities and losses as may be due to or caused by the acts or omissions of the Lessor, its invitees, agents or independent contractors (each and collectively, "Lessor Entities' Acts or Omissions"). Lessee shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any Lessor Entities' Acts or Omissions.

Section 9.2. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement, or otherwise.

Section 9.3. Nothing in this Agreement shall be interpreted or construed to mean that the Lessor waives its common law sovereign immunity as provided under Section 768.28, Florida Statutes, or consents to being sued hereunder.

Section 9.4. These provisions relating to indemnification shall survive the termination/expiration of this Agreement.

Section 9.5. Notwithstanding anything to the contrary in this Agreement, Nopetro and County each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based upon any theory of liability.

Section 9.6. Defense. Promptly after receipt of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article IX may apply, the Indemnified Party shall notify the Indemnifying Party. The Indemnifying Party shall assume the defense thereof with counsel designated by it that is reasonably satisfactory to the Indemnified Party (provided, however, that the Indemnified Party shall have the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such matter involves both Parties and the Indemnified Party shall have been advised in writing by reputable counsel that there may be legal defenses available to it which are inconsistent with those available to the Indemnifying Party, then the Indemnified Party shall have the right to request the Indemnifying Party's insurance carrier to provide separate counsel to participate in the investigation and defense of such matter on its own behalf). In the event that a Party is obligated to indemnify and

hold the other Party and its successors and assigns harmless under this Article IX, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's actual loss net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds, subject to the limitations of liability provided in Section 9.1.

Section 9.7. Settlement. If the Indemnifying Party fails to promptly assume and conduct the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, on the basis of written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

Section 9.8. Subrogation. Subject to Section 12.3, upon payment of any indemnification pursuant hereto, the Indemnifying Party, without any further action, shall be subrogated to any and all claims that the Indemnified Party may have relating thereto arising out of or relating to the indemnified loss or damage, and the Indemnified Party shall, at the request and expense of the Indemnifying Party, cooperate with the Indemnifying Party and give at the request and expense of the Indemnifying Party such further assurances as are necessary or advisable to enable the Indemnifying Party to pursue such claims.

ARTICLE X **STATION OPERATION**

Section 10.1. Premises. Lessee, at all times during the Lease Term, shall cause the Premises to be kept orderly and the Station to be operated and maintained consistent with Prudent Practice. Lessee shall: (i) remove all waste, debris, and refuse to keep the Premises in a clean and orderly condition, (ii) place and maintain signs or markers approved by the Lessor at the Premises, and (iii) operate and maintain lighting at the Premises.

Section 10.2. Operation Hours. During the term of the Fuel Purchase Agreement, Lessee shall operate the Station during the days and hours specified therein for purposes of the fueling of Lessor Vehicles. Lessee shall initially provide access to the Station to the public for vehicle fueling during hours determined by Lessee. Lessee shall use commercially reasonable efforts to schedule major maintenance and repair activities at the Station in order to facilitate the fueling of Lessor Vehicles at the Station during Station Hours.

Section 10.3. Station Maintenance.

(a) Lessee shall provide scheduled, routine maintenance and servicing of Lessee Equipment at the Station for the Lease Term and shall repair or replace any defective parts or equipment. Lessee shall perform other necessary maintenance or repairs, including emergency repairs in order to meet its obligations hereunder and under the Project Agreements. Lessee shall perform maintenance and repairs in accordance with the Prudent Practice, equipment manufacturers' warranties, directives and instructions, and Applicable Laws. Lessee shall prepare and maintain records regarding the servicing, maintenance, and repair of all major

Lessee Equipment at the Station, including, but not limited to, compressors, pumps, dispensing equipment, tanks, and piping.

(b) If Lessor notifies Lessee that servicing, maintenance, or repair of Lessee Improvements or Lessee Equipment is necessary, and Lessee fails to perform such servicing, maintenance, or repair, Lessor may, at its sole option, undertake such servicing, maintenance, or repair and bill Lessee for any costs incurred as a result.

(c) At Lessor's option, Lessee shall furnish a performance bond to the Lessor. Such bond shall set forth a penal sum in an amount not less than \$2,500,000. The bond shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bond. The performance bond furnished by the Lessee shall be in form suitable to the Lessor and shall be executed by a surety, or sureties, reasonably suitable to the Lessor.

Section 10.4. Coordination. During the term of the Fuel Purchase Agreement, Lessor and Lessee, shall mutually agree on times for maintenance, repairs and servicing of the Station and Lessee Equipment that require the dispensers at the Station to be out of operation for more than four (4) hours in order to minimize any impact on the ability of Lessee to dispense Fuel to Lessor Vehicles. Except for such times when the Station is out of operation for scheduled or unscheduled maintenance, repairs or servicing, the Station shall be open and capable of dispensing Fuel to Lessor's Vehicles in accordance with the Fuel Purchase Agreement.

Section 10.5. Service Calls. Lessee shall be available to provide emergency repair service to the Station equipment, and will provide an emergency contact telephone number to Lessor. If Lessor notifies Lessee of an emergency at the Station, Lessee shall respond within four (4) hours following notification by Lessor. Lessee will utilize the services of personnel and contractors as necessary to resolve all emergencies as soon as is commercially reasonable.

Section 10.6. Safety, Emergencies. Lessee shall comply with Applicable Laws related to safety and security of operations at the Station, including with respect to the size, configuration, and location of signs and warnings posted at the Station. Lessee shall promptly report to Lessor receipt by Lessee of written claims made by third parties for personal injury or loss or damage to vehicles in connection with fueling at the Station.

Section 10.7. Compliance with Laws. Lessee shall obtain all Governmental Authorizations necessary or appropriate to conduct Site Due Diligence, and to construct, equip, operate, and maintain the Station and any other Lessee Improvements, which Governmental Authorizations are not the responsibility of Lessor to obtain under this Agreement. Each Party shall in the performance of this Agreement at all times comply with all Applicable Laws, except for any non-compliance which, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its obligations, covenants, or agreements hereunder. A Party receiving notice or other communication from a Governmental Authority regarding any actual or potential violation of any such Applicable Laws shall provide prompt notice thereof to the other Party and promptly commence activity to rectify or cure such circumstance.

ARTICLE XI
DAMAGE AND DESTRUCTION

Section 11.1. Notice. In the event of any damage to or destruction of all or any part of the Premises, the Lessee Improvements or the Station, the Party discovering same will promptly give or cause to be given written notice thereof to the other Party generally describing the nature and extent of such damage or destruction. Lessee shall thereafter promptly provide information, documents and data reasonably requested by Lessor regarding the schedule and plan to remedy or repair such damage or destruction.

Section 11.2. Restoration; Removal.

(a) Subject to Financing Parties' rights and the availability of insurance proceeds, if such damage or destruction occurs prior to the fifteenth (15th) anniversary of the Commercial Operations Date, Lessee shall repair or replace any damaged or destroyed Lessee Improvements, with such repair or replacement to be commenced in a commercially reasonable, cost-effective time frame and completed in accordance with the schedule therefor developed in consultation with Lessor. Lessee shall use its best efforts consistent with Prudent Practice to pursue and obtain all necessary consents and any Governmental Authorizations required to proceed with any repair or replacement of the Station. Except for actions to prevent immediate harm to persons or property, Lessee shall not be required to proceed with any repair or replacement unless and until it has received all necessary consents and Governmental Authorizations. If Lessee does not receive any such consents or any Governmental Authorizations on terms and conditions reasonably acceptable to Lessee within one hundred eighty (180) days after the event causing damage to the Station, Lessee shall have the right to terminate this Agreement upon written notice to Lessor given prior to the receipt of such Governmental Authorizations, which notice explains the efforts undertaken and responses received by Lessee, without further obligation or liability of either Party to the other. Lessor shall have the right to terminate this Agreement by notice to Lessee given prior to the receipt of such Governmental Authorizations if any such consents or Governmental Authorizations are not obtained within three hundred sixty-five (365) days or if Lessee ever ceases to diligently pursue the issuance of such consents or Governmental Authorizations.

(b) Lessee's repairs of or replacements to Lessee Improvements shall be performed to the same standards required for the original construction thereof; and shall be conducted in accordance with Applicable Laws and other requirements of Governmental Authorities having jurisdiction. Subject to the rights and interests of Financing Parties, the actual receipt of insurance proceeds, and Section 11.2(a), the proceeds of any insurance paid with respect to and on account of such damage or destruction shall be made available to Lessee to pay for the cost and expense of such repairs and replacements and all such insurance proceeds paid to Lessee on account of damage to or destruction of any part of the Lessee Improvements (less the costs and fees to recover same) shall be applied to the payment of the cost of the repairs and replacements to the extent the insurance proceeds shall be sufficient for that purpose. Unless such damage or destruction was caused by Lessor or its contractors, under no circumstances shall Lessor be obligated to make any payment, disbursement, or contribution toward the costs of the repairs or replacements except to the extent of any insurance proceeds for same actually received by Lessor.

(c) If the Station shall be destroyed or damaged to such an extent that the cost to repair or replace the destroyed or damaged portion shall exceed the greater of (i) available proceeds of insurance after deducting from the amount of proceeds actually collected or received all reasonable costs, expenses and fees incurred by Lessee to collect or recover such proceeds, or (ii) seventy-five percent (75%) of the fair value of the Station immediately prior to the occurrence of such destruction or damage, or if such event occurs after the fifteenth (15th) anniversary of the Commercial Operations Date, then in such event, and notwithstanding any contrary provision contained in this Agreement, Lessee shall have the right to terminate this Agreement and the Fuel Purchase Agreement effective as of the date of the destruction or damage by written notice to Lessor given within ninety (90) days after the determination of the cost to repair or replace the destroyed or damaged portion, or to continue this Agreement and rebuild and restore the Station in accordance with Sections 11.2(a) and (b). In the event that Lessee elects to terminate this Agreement, it shall promptly remove any damaged Station structure designated by Lessor for removal and restore that portion of the Premises to substantially the same condition that it was immediately prior to such damage or destruction.

Section 11.3. Damage to Improvements. Lessee shall bill Lessor for any maintenance, repair or replacement costs, fees and expenses incurred or paid by Lessee for damages to the Lessee Improvements or Lessee Equipment arising out of or resulting from Lessor's breach of this Agreement or the negligence or fault of Lessor or its contractors. The Parties shall cooperate and coordinate efforts to receive the benefits of any policy of insurance procured by Lessor covering such damages to Lessee Improvements. As between the Parties, Lessee shall be responsible for any maintenance, repair or replacement costs, fees and expenses incurred or paid for damages to the Lessee Improvements or equipment arising out of or resulting from the negligence, fault or intentional act of Lessee, its contractors or third parties (excluding Lessor's contractors and agents) or event of Force Majeure. Lessee shall have the exclusive right to bill, receive, collect and recover from third parties, including insurers and sureties, all losses, damages, costs, fees and expenses incurred or paid by Lessee for damage to, loss of use of or loss of value of the Lessee Improvements or Lessee Equipment arising out of or resulting from the negligence or fault of third parties.

ARTICLE XII

INSURANCE

Section 12.1. Classes of Insurance; Requirements. Lessee and Lessor each covenants and agrees that it will maintain in full force and effect throughout the Lease Term insurance coverages and/or limits as set forth in Exhibit D.

Section 12.2. Certificates. Each Party shall deliver to the other Party promptly upon request by the other Party, a copy of each insurance policy or a certificate from each insurer addressed to the other Party and dated within thirty (30) days prior to the delivery thereof (a) listing the insurers and policy numbers of the insurance then required to be maintained by such Party hereunder, and (b) certifying that said insurance is in full force and effect. Lessee's failure to effect, maintain or renew any insurance provided for in this Article XII or to pay the premiums therefor, or to deliver to Lessor any of the certificates, shall entitle Lessor, at its election, but without obligation, upon ten (10) days' prior written notice to Lessee, to procure such insurance,

pay the premiums therefor or obtain such certificates, and any sums expended by Lessor plus fifteen percent (15%) administrative fees for such purposes, shall be repaid by Lessee upon demand of Lessor.

Section 12.3. Waiver of Subrogation. Except as expressly provided in Section 9.4, each Party hereby waives and releases the other Party of and from any and all rights of recovery, claim, action or cause of action, against the other Party, its managers, officials, officers, agents and employees, for any loss or damage that may occur to the Lessee Improvements or property of Lessor, which is covered by insurance or would be covered by insurance required hereunder, regardless of cause or origin, including negligence of the other Party and their officers, agents and employees. The Parties acknowledge and agree that the waiver and release set forth in this Section 12.3 are not intended to benefit or result in (i) the release, acquittal or discharge of any insurance carrier from its obligations and coverages in respect of any loss or damage which is covered by policies of insurance issued by such carrier or (ii) the release, acquittal or discharge of a Party of its obligations and liabilities hereunder if such loss is not covered by insurance and this Agreement required such Party to maintain insurance to cover such loss.

ARTICLE XIII **REPRESENTATIONS AND WARRANTIES**

Section 13.1. Representations by Parties. As of the Effective Date, each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to conduct its business, to own or lease its properties, and to execute, deliver, and perform and pay its obligations under this Agreement and the other Project Agreements;

(b) The execution and delivery of this Agreement and performance of its obligations hereunder have been duly authorized by all necessary limited liability company or governmental action, as applicable, and do not and will not (i) require any consent or approval by any governing body of such Party, other than that which has been obtained and is in full force as a consent or approval to be obtained pursuant thereto and; (ii) violate any Applicable Law, or violate any provision in any organizational or governance documents of such Party, the violation of which could have a material adverse effect on the ability of such Party to perform its obligations under this Agreement; (iii) result in a breach or constitute a default under its organizational or governance documents, or under any contract, indenture, bond, loan or credit agreement, or any other agreement, lease, or instrument to which it is a party or by which it or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of it to perform its obligations under this Agreement; (iv) or result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement or the other Project Agreements in favor of a Financing Party) upon or with respect to any of the assets or properties of it now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.

(c) This Agreement and the other Project Agreements constitute the legal, valid and binding obligation of such Party enforceable against it in accordance with the terms hereof subject to the equitable principles and general limitations on creditor's rights.

Section 13.2. Lessor Representation. Lessor represents and warrants throughout the term of this Agreement as follows:

(a) All acts necessary to the valid execution, delivery and performance of this Agreement and the other Project Agreements have been taken and performed under its ordinances, bylaws, rules or regulations; (ii) all persons making up the governing body of Lessor are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with all Applicable Laws; (iii) execution, delivery and performance of this Agreement and the other Project Agreements is for a proper public purpose and does not violate or contravene any governing documents or Applicable Laws; and (iv) the term of this Agreement and the other Project Agreements does not extend beyond any applicable limitation imposed by any governing documents and Applicable Laws.

(b) Lessor has lawful title to the Premises and full right to enter into this Agreement and perform its obligations, covenants and agreements hereunder, and that Lessee shall have quiet and peaceful possession of the Premises and leasehold estate therein throughout the term of this Agreement, subject to the rights of Lessor and other tenants of Lessor, and their officers, employees, agents, contractors, vendors, customers, guests and other invitees, and any other person granted use by Lessor in the Lessor Easements and the Lessee Easements, and the full right to conduct the Permitted Uses.

(c) Lessor has no knowledge of the existence of any mortgages, leases, liens, security interests, or other encumbrances on or affecting the Premises or the leasehold estate created by this Agreement.

(d) There are no circumstances known to Lessor and no commitments to any Person that may damage, impair, or otherwise adversely affect the construction, installation, operation, function, maintenance, or value of the Station or Lessee Improvements, including any current or future plans, activities, projects or developments that may adversely affect the access to and egress from the Premises.

(e) To Lessor's knowledge, no Hazardous Materials have been used, stored, handled, released, discharged or disposed on or about the Premises, have migrated or are migrating onto or under the Premises and that the operation, use and activities on and off the Premises by Lessor has not violated any Applicable Laws, including those relating to Hazardous Materials.

(f) Except for the rights of Lessor and other tenants of Lessor, and their officers, employees, agents, contractors, vendors, customers, guests, and other invitees, and any other person granted use by Lessor in the Lessee Easements and Lessor Easements, no Person has any right of possession, occupancy, or use of the Premises.

Section 13.3. Lessee Representations. Lessee represents and warrants as follows:

(g) Lessee has obtained and fully paid for, or will promptly obtain and fully pay for, all necessary Governmental Authorizations required in order for Lessee to construct and operate the Station, except those Governmental Authorizations that are specifically to be obtained by Lessor or that cannot be obtained at this time or until the Station has been completed, and Lessee will obtain and fully pay for such additional Governmental Authorizations as soon as they are required and can be obtained.

(h) Except as otherwise disclosed by Lessee to Lessor in writing and subject to the assumptions and limitations stated therein, any and all factual statements and representations in the Nopetro CNG P3 Proposal are true and correct in all material respects, and there have been no material adverse changes to the financial condition or ability of Lessee to perform its obligations hereunder as a result of changes in such statements and representations since that date. To the best of the knowledge of Lessee, there has been no change to the financial condition or capability of Lessee since such date which materially adversely affects the business or prospects or condition (financial or other) of Lessee or its properties or assets, which has not been set forth herein or in a certificate or statement furnished by Lessee to Lessor or disclosed to Lessor in writing.

(i) Lessee is not a party to a lawsuit or other proceeding, nor has the commencement of a lawsuit or other proceeding been threatened, which is reasonably likely to materially adversely affect the ability of Lessee to perform its obligations under this Agreement

ARTICLE XIV **ASSIGNMENT AND SUBLETTING**

Section 14.1. Assignment and Subletting. This Agreement and the rights and interests of Lessor and Lessee in this Agreement or any part thereof, may not be assigned, sublet, pledged, or otherwise transferred by Lessor or Lessee to a third party ("Transferee"), in whole or in part, and whether by operation of law or otherwise, except as provided herein. The prior written consent of the other Party, which shall not be unreasonably withheld, shall be required for any assignment by a Party of its rights or obligations hereunder. Each Party shall, in its good faith exercise of its right to withhold consent to assignment, sublease, pledge, or transfer of this Agreement by the other Party consider the following factors: (i) whether the proposed Transferee is in good standing with such Party; (ii) the ability, knowledge and experience of the Transferee related to the performance of the obligations of the assigning Party; and (iii) the financial resources of the Transferee to perform and pay the obligations of the assigning Party. Lessor shall have the right to withhold consent to any assignment, sublease, pledge or transfer of this Agreement by Lessee for any reason. Any Transferee of Lessee approved by Lessor shall have the right to possess, occupy, use, operate and maintain the Premises for the Permitted Uses in accordance with the terms hereof and, if applicable, to sell Fuel to Lessor under the Fuel Purchase Agreement.

Section 14.2. Effect of Assignment or Subletting. The assignment or transfer of this Agreement or of a Party's rights or interest under this Agreement shall not relieve the assigning Party of liability for its obligations under this Agreement unless such assignee assumes in writing the obligations of the assigning Party hereunder and other Party consents thereto. The terms of any subletting, assignment or transfer of this Agreement or of a Party's interest under this

Agreement shall be consistent with the terms of this Agreement. Any Person who shall become a sublessee, transferee or assignee of this Agreement or become vested with a fee simple, leasehold interest, license or other rights or interests to possess, occupy, use and operate the Premises or Lessee Equipment hereunder shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Agreement, during the Lease Term, whether of the nature of covenants ordinarily running with the land or not.

Section 14.3. Rights of Financing Parties. Lessor acknowledges that Lessee may finance and refinance all or a portion of the cost to develop, construct, operate, maintain, repair, alter and replace the Station and agrees to make reasonable modifications to the Project Agreements requested by any Financing Party that do not materially alter the Project Agreements or affect the rights and obligations of the Parties thereunder. With the prior written consent of Lessor, which shall not be unreasonably withheld, Lessee shall have the right to mortgage, pledge and grant a security interest in this Agreement and the leasehold estate hereby created, Lessee's interest in any Project Agreement and Lessee's interest in the Lessee Improvements and Lessee Equipment. The execution and delivery of any leasehold mortgage shall not be deemed to constitute an assignment or transfer of this Agreement nor shall the holder of any leasehold mortgage, as such, be deemed an assignee or transferee of this Agreement so as to require such holder to assume the performance of any of the terms, covenants or conditions on the part of Lessee to be performed under this Agreement. So long as any leasehold mortgage is a lien on the Lessee Improvements and the leasehold estate created by this Agreement, Lessor and Lessee agree as follows:

(a) If Lessee or any leasehold mortgagee shall have delivered to Lessor prior written notice of the address of any leasehold mortgagee, Lessor will deliver to each leasehold mortgagee a copy of any notice or other communication from Lessor to Lessee under this Agreement or other Project Agreements at the time of giving such notice or communication to Lessee, and will give to such leasehold mortgagee notice of any rejection of the Agreement by the trustee in bankruptcy of the Lessee or by Lessee as debtor in possession, and no termination of this Agreement or termination of Lessee's right of possession of the Premises or reletting of the Premises by Lessor predicated on the giving of any notice shall be effective unless Lessor gives to such leasehold mortgagee written notice or a copy of its notice to Lessee of such default or termination, as the case may be. Lessee shall promptly give written notice to Lessor when any leasehold mortgage is extinguished.

(b) In the event of any default by Lessee under the provisions of this Agreement or other Project Agreement, any leasehold mortgagee will have the same periods as are given Lessee for remedying such default or causing it to be remedied, plus, in each case, an additional period of thirty (30) days after the expiration of the initial period or after Lessor has served a notice or a copy of a notice of such default upon the leasehold mortgagee, whichever is later.

(c) In the event of any default by Lessee under any of the provisions of this Agreement or other Project Agreement, any leasehold mortgagee, without prejudice to its rights against Lessee, shall have the right, upon giving notice to Lessor of its intent to do so, to cure such default within the applicable grace periods provided for in the preceding paragraph (b), above, whether the same consists of the failure to pay rent or other amount or the failure to perform any obligation, covenant other matter or thing that Lessee is required to do or perform

under this Agreement or the Project Agreements, and Lessor shall accept such performance on the part of such leasehold mortgagee as though the same had been done or performed by Lessee. For such purpose, Lessor and Lessee hereby authorize such leasehold mortgagee to enter upon the Premises and to exercise any of its rights and powers under this Agreement and subject to the provisions of this Agreement.

(d) In the event of any default by Lessee under any provision of this Agreement or the other Project Agreements, and if prior to the expiration of the applicable grace period specified in paragraph (b), above, a leasehold mortgagee shall give Lessor written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Lessee by foreclosure or otherwise (subject to the right of Lessor to withhold its consent to an Exceptional Transferee) and to perform other Project Agreements, and shall promptly commence and then proceed with all due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Agreement and the other Project Agreements, or by entry on the Premises or the Lessee Improvements by foreclosure or otherwise, then Lessor will not terminate or take any action to effect a termination of the Agreement or other Project Agreement and the lease of the Premises to take possession of or relet the Premises or the Lessee Improvements or similarly enforce performance of this Agreement or other Project Agreements in a mode provided by law so long as such leasehold mortgagee is with all due diligence and in good faith engaged in the curing of such default, or effecting such foreclosure; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if such default by Lessee hereunder and under other Project Agreements shall be cured.

(e) In the event that Lessee's interest under this Agreement or other Project Agreement shall be terminated by a sale, assignment, or transfer pursuant to the exercise of any remedy of a leasehold mortgagee, or pursuant to judicial proceedings, and if (i) no rent or other charges or payments shall then be due and payable by Lessee under this Agreement or the other Project Agreements, or (ii) the leasehold mortgagee shall have arranged to the reasonable satisfaction of Lessor for the payment of all rent and other charges due and payable by Lessee and performance of obligations to be performed by Lessee under this Agreement and other Project Agreements as of the date of such termination (less a credit for any income received by Lessor during such period that otherwise would have been payable by Lessee), together with the rent and other charges that but for such termination would have become so due and payable from the date of such termination through the sixtieth (60th) day thereafter, and upon payment of all expenses, including attorneys' fees, incident thereto, Lessor will execute and deliver to such leasehold mortgagee or its nominee a new lease of the Premises and replacement Project Agreements, so long as such leasehold mortgagee or nominee has the experience and financial resources to meet the obligations of Lessee hereunder and thereunder. Such new lease and Project Agreements shall be for a term equal to the remainder of the term of this Agreement before giving effect to such termination and shall contain the same covenants, agreements, terms, provisions and limitations as the former agreements, and shall be subject only to the encumbrances and other matters recited in this Agreement and acts done or suffered by Lessee. Upon the execution and delivery of such new lease and Project Agreements, the new Lessee, in its own name or in the name of Lessor, may take all appropriate steps as shall be necessary to remove Lessee from the Premises and the Lessee Improvements, but Lessor shall not be subject to any liability for the payments of fees, including reasonable attorneys' fees, costs or expenses

in connection with such removal; and such new Lessee shall pay all such fees, including attorneys' fees, costs and expenses or, on demand make reimbursements therefor to Lessor.

(f) In the event a default under a leasehold mortgage shall have occurred, such leasehold mortgagee may exercise with respect to the Premises and the Lessee Improvements any right, power or remedy under the leasehold mortgage, this Agreement and other Project Agreements that is not in conflict with the provisions of this Agreement and such other Project Agreements.

(g) This Agreement and other Project Agreements may be assigned, with the consent of Lessor, to or by any leasehold mortgagee or its nominee, or pursuant to foreclosure or similar proceedings, or the sale, assignment or other transfer of this Agreement in lieu thereof, or the exercise of any other right, power or remedy of the leasehold mortgagee, and any leasehold mortgagee shall be liable to perform the obligations imposed on Lessee in this Agreement and other Project Agreements only for and during the period it is in possession or ownership of the leasehold estate created by this Agreement.

(h) There shall be no merger of this Agreement or any interest in this Agreement nor of the leasehold estate created by this Agreement with the fee estate in the Premises, by reason of the fact that this Agreement or such interest in this Agreement or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Premises, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Agreement may be conveyed or mortgaged in a leasehold mortgage to a leasehold mortgagee who shall hold the fee estate in the Premises or any interest of the Lessor under this Agreement.

(i) No surrender (except a surrender upon the expiration of the term of this Agreement or upon termination by Lessor pursuant and subject to the provisions of this Agreement) by Lessee to Lessor of this Agreement, or of the Premises, or any part thereof, or of any interest therein, and no termination of this Agreement or other Project Agreement by Lessee shall be valid or effective, and neither this Agreement or any Project Agreement nor any of the terms of this Agreement or any Project Agreement may be amended, modified, changed, or canceled and no consents of Lessee under this Agreement or any other Project Agreement shall be valid or effective without the prior written consent of each leasehold mortgagee who shall have previously given Lessor written notice of the existence of its leasehold mortgage. Obtaining such consent is solely Lessee's obligation. Lessor shall reasonably support efforts by Lessee to obtain such consent but shall not be required to agree to any request or demand made by any leasehold mortgagee in relation to any consent that would affect the rights or obligations of the Parties hereunder. A proposed amendment, modification, change or cancellation of this Agreement shall become effective without consent by leasehold mortgagee(s) if such leasehold mortgagee fails to provide Lessor and Lessee with a written objection with forty-five (45) days after receiving written notice thereof.

(j) Lessor consents to a provision in any leasehold mortgage or otherwise for an assignment of rents from subleases of the Premises to the holder of any such leasehold mortgagee, effective upon any default under such leasehold mortgage, provided that such rents shall be applied by the leasehold mortgagee in the order set forth in the leasehold mortgage.

(j) If at any time there shall be more than one leasehold mortgagee constituting a lien on this Agreement and the leasehold estate created by this Agreement and Lessee's interest in the Lessee Improvements, and the holder of the leasehold mortgage prior in lien to any other leasehold mortgagee shall fail or refuse to exercise the rights set forth in this Section 14.3, each holder of a leasehold mortgage, in the order of the priority of their respective liens, shall have the right to exercise such rights and provided further, however, that with respect to the right of the holder of a leasehold mortgage under paragraph (e), immediately above, to request a new lease, such right may, notwithstanding the limitation of time set forth in such paragraph (e), be exercised by the holder of any junior leasehold mortgage, in the event the holder of prior leasehold mortgage shall not have exercised such right, more than sixty (60) days but not more than seventy-five (75) days after the giving of notice by Lessor of termination of this Agreement as provided in this Section 14.3. Lessor shall have no obligation to determine the priority of any mortgage or holder thereof, and shall be entitled to rely on a leasehold mortgagee's representation of priority.

(k) Any sale or transfer of Lessee's interest in this Agreement, the Premises, or the Station, in bankruptcy or otherwise, that purports to or could result in the transfer of such interest free and clear of obligations imposed by the Fuel Purchase Agreement shall be invalid and unenforceable, and Lessee shall object thereto to the extent permissible under Applicable Laws.

Section 14.4. No Liens. Lessee shall, in accordance with applicable agreements, contracts, or purchase orders relating thereto pay for all labor performed or materials furnished in the repair, replacement, development, or improvement of the Premises by Lessee that is not caused by or result from breach, negligence or fault of Lessor or its contractors, and shall keep the Premises, Lessor's ownership interest in the Premises and Lessee's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by Lessee's act or omission. Mortgage liens and security interests on Lessee Improvements, Lessee Equipment, or the leasehold interest created in accordance with the terms of this Agreement, are not subject to this provision, but are subordinated to Lessor's fee simple ownership interest in the Premises; provided, however, that for so long as Lessee does not incur a Lessee Default under this Agreement or an event of default under other Project Agreements, Lessee shall have the right to possess, occupy, use, and operate the Premises in accordance with the Project Agreements notwithstanding any sale, lease, assignment, exchange, transfer, or other conveyance of all or any ownership interest in the Premises by Lessor. In accordance with Chapter 713.10, Florida Statutes, this Agreement provides that the interest of the Lessor shall not be subject to liens for improvements made by the Lessee on the Premises, and that the Lessee shall inform any contractor making such improvements of this provision in this Agreement.

ARTICLE XV DEFAULT

Section 15.1. Events of Default by Lessee. The occurrence of any of the following acts, events or conditions by Lessee shall constitute a "Lessee Default" under this Agreement:

(a) Lessee fails, within thirty (30) days after receipt of notice of such failure from Lessor; (i) to pay rent hereunder when due and owing hereunder (or to pay the Undisputed

Amount, if applicable); or (ii) to pay Lessor the Undisputed Amount of any other sum due and owing from Lessee to Lessor hereunder;

(b) Lessee fails to use best efforts to obtain all Governmental Authorizations necessary for the commencement of construction of the Station at the Premises on or before the applicable Milestone Date;

(c) Lessee assigns this Agreement in a manner inconsistent with the applicable terms hereof;

(d) Lessee fails at any time during the Lease Term to perform any other material covenant, agreement or obligation of Lessee hereunder and such failure or refusal shall continue without cure for a period of sixty (60) days from and after notice from Lessor; provided, however, that if such default is of a nature such that it is not reasonably susceptible of being cured within such sixty (60) day period, a Lessee Default shall not be deemed to have occurred if Lessee commences to cure during such sixty (60) day period and diligently and continuously pursues such cure to completion;

(e) Lessee fails at any time during the Lease Term to cure any inaccuracy, incompleteness, breach, or violation of any representation or warranty made by Lessee herein, in any Project Agreement, or in any document delivered to Lessor hereunder, and such failure or refusal shall continue without cure for a period of sixty (60) days from and after notice from Lessee; provided, however, that if such default is of a nature such that it is not reasonably susceptible of being cured within such sixty (60) day period, a Lessee Default shall not be deemed to have occurred if Lessee commences to cure during such sixty (60) day period, diligently and continuously pursues such cure to completion;

(f) Lessee is Bankrupt;

(g) Lessee fails to (i) begin construction of the Lessee Improvements on the Scheduled Construction Commencement Date or (ii) cause the Station to be substantially complete and capable of dispensing Fuel on or before the Scheduled Station Completion Date;

(h) Lessee incurs an event of default under the Fuel Purchase Agreement or any other Project Agreement; or

(i) Lessee initiates, conducts, causes, suffers, or permits activities that adversely affect Lessor's operation of the Premises as its public works facility, or for any other valid governmental purpose, and fails within thirty (30) days after notice from Lessor to cease and desist such activities.

(j) Lessee fails to exercise Prudent Practice in the maintenance, upkeep or operation of the Station.

Section 15.2. Event of Default by Lessor. The occurrence of any of the following acts, events or conditions shall constitute a "Lessor Default" under this Agreement:

(a) Lessor initiates, conducts, causes, suffers, or permits activities that it knows or is notified by Lessee may cause a release of Lessor Hazardous Materials or damage, impair, or otherwise materially adversely affect the physical integrity of the Station or other Lessee Improvements, or the costs of operation, maintenance, level of service, or function of the Station, or other Lessee Improvements, including activities that may materially adversely affect the nature and ease of access and egress to and from the Premises by third party vendors, contractors, invitees and customers of Lessee and fails within thirty (30) days after notice from Lessee to commence and thereafter diligently pursue a cure for such circumstance;

(b) Lessor fails at any time during the Lease Term to perform any other material covenant, agreement or obligation of Lessor hereunder and such failure or refusal shall continue without cure for a period of sixty (60) days from and after notice from Lessee; provided, however, that if such default is of a nature such that it is not reasonably susceptible of being cured within such sixty (60) day period, a Lessor Default shall not be deemed to have occurred if Lessor commences to cure during such sixty (60) day period, diligently and continuously pursues such cure to completion; and

(c) Lessor fails at any time during the Lease Term to cure any inaccuracy, incompleteness, breach, or violation of any representation or warranty made by Lessor herein, and such failure or refusal shall continue without cure for a period of sixty (60) days from and after notice from Lessee; provided, however, that if such default is of a nature such that it is not reasonably susceptible of being cured within such sixty (60) day period, a Lessor Default shall not be deemed to have occurred if Lessor commences to cure during such sixty (60) day period, diligently and continuously pursues such cure to completion;

(d) Lessor is Bankrupt; or

(e) Lessor incurs an event of default under the Fuel Supply Agreement.

Section 15.3. Termination by Lessor for Lessee Default.

(a) Upon the occurrence of any Lessee Default which remains uncured by Lessee for ninety (90) days after the expiration of any cure period set forth in Section 15.1 herein and notice of such Lessee Default from the Lessor to the Lessee, Lessor shall have the right, at its election, and in addition to its other rights, powers and remedies, to suspend performance and payment of its obligations hereunder prior to the termination hereof and to terminate this Agreement and the Fuel Purchase Agreement by notice to Lessee; provided that such termination notice shall be given within one hundred twenty (120) days after the occurrence of the Lessee Default. In the event of such termination by Lessor, this Agreement and the Lease Term and leasehold estate herein granted shall, subject to the provisions of this Section 15.3, expire and terminate, and all rights of Lessee under this Agreement shall expire and terminate, except with respect to its rights to remove Lessee Equipment and its right to receive payment of any amount then due and owing to Lessee by Lessor, including payment for the Lessee Improvements in accordance with Section 3.2.

(b) If Lessee shall have delivered to Lessor prior written notice of the name and address of any Financing Party, Lessor shall provide notice of any Lessee Default to the

Financing Parties in accordance with Section 14.3, and Lessor will accept a cure to a Lessee Default performed by any Financing Party, provided that the cure is accomplished in accordance with Section 14.3.

(c) Lessor may recover from Lessee all direct damages Lessor has incurred by reason of such Lessee Default to which Lessor is entitled under the law of the State of Florida.

Section 15.3. Reentry by Lessor. At any time or from time to time after the termination of this Agreement and Lessee's right to possession of the Premises hereunder, Lessor may at its option (i) restore the Premises and put the Premises in good order, and (ii) relet or operate the Premises or any part thereof for such term or terms on such conditions and for such uses as Lessor in its discretion may reasonably determine and may collect and receive the rents therefor.

Section 15.4. Lessor Damages. Upon the occurrence of a Lessee Default, Lessor may, in addition to its other rights, powers and remedies hereunder, setoff against any amounts due to Lessee under the Fuel Purchase Agreement any amount of rent not paid by Lessee, terminate this Agreement and recover from Lessee all direct damages Lessor has incurred by reason of such Lessee Default to which Lessor is entitled under the law of the State of Florida, including the costs of recovering the Premises, and costs, expenses, fees and other amounts directly incurred by Lessor to remove Lessee Equipment from the Premises if abandoned and not removed by Lessee within thirty (30) days after termination.

Section 15.5. Termination by Lessee for Lessor Default.

(a) Upon the occurrence of any Lessor Default, which remains uncured by Lessor for ninety (90) days after the expiration of any cure period herein and notice of such Lessor Default from the Lessee to the Lessor, Lessee shall have the right, at its election, and in addition to its other rights, powers and remedies, to suspend performance and payment of its obligations hereunder prior to the termination hereof and to terminate this Agreement and the Fuel Purchase Agreement by notice to Lessor. Upon the occurrence of any Lessor Default and prior to any termination of this Agreement therefor, Lessee may, by ten (10) days prior notice to Lessor, and in addition to its other rights, powers and remedies: (i) suspend performance and payment of its obligations hereunder, and (ii) elect at its sole discretion to put, transfer and convey the Station to Lessor in accordance with Section 3.2. Lessee may also terminate the Fuel Purchase Agreement or terminate this Agreement, provided, however, if Lessee terminates this Agreement, it shall terminate the Fuel Purchase Agreement, and provided further, if Lessee elects to terminate the Fuel Purchase Agreement pursuant to Section 12.4 thereof as a result of a County Default as defined therein arising out of or resulting from intentional breach or willful misconduct by Lessor, and if no Lessee Default then exists or would exist under any other Project Agreement with the passage of time or the giving of notice, Lessee may continue to enforce this Agreement and continue to possess, occupy, operate and use the Premises in accordance with the terms hereof. Any termination notice relating to this Agreement shall be given by Lessee to Lessor within one hundred twenty (120) days after the occurrence of the applicable Lessor Default.

(b) Lessee may recover from Lessor all direct damages Lessee has incurred by reason of such Lessor Default to which Lessee is entitled under the law of the State of Florida.

Section 15.6. Assumption of Station by Lessor upon Termination. If this Agreement is terminated by either party for any reason, the Lessor shall assume title to the Station and to any other property associated with the Project subject to the provisions of Section 3.2 of this Agreement. If such termination is the result of a Lessee Default, the Lessor's purchase price shall be reduced by the amount of any damages incurred by the Lessor as a result of the Lessee Default. If the Lessor assumes the Station pursuant to this Section 15.6, the Lessor shall assume the Lessee's responsibilities under this Agreement.

Section 15.7. General. Each Party shall to the extent commercially reasonable under the circumstances continue to pay and perform their respective obligations hereunder in the event of a Dispute that is referred to mediation, litigation, or other proceeding hereunder. Each right, power, and remedy of a Party provided in this Agreement or other Project Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to each and every other right, power or remedy provided in this Agreement or other Project Agreements or at law or in equity. The Party not in breach or default shall be entitled to seek, to the extent permitted by Applicable Law, specific performance, including, injunctive relief, in the event of the breach or attempted or threatened breach of any term, condition or covenant of this Agreement or other Project Agreements by the other Party or to a decree compelling performance thereof. If any action shall be brought to enforce or interpret any of the terms, conditions or covenants of this Agreement, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement. The Parties acknowledge and agree that they shall not claim and shall not be entitled to recover consequential, indirect, special or incidental damages as a result of any loss or damages arising out of or relating to this Agreement; provided however, that to the extent this Agreement specifies an express remedy, such remedy shall not be deemed consequential, indirect, special or incidental damages under this Section 15.7.

ARTICLE XVI **CONDEMNATION**

Section 16.1. Total Condemnation. If, during the Lease Term, the entire Premises (or such portion of the Premises that the remaining portion has no substantial commercial value or is not reasonably suitable for continued operation of the Station at the then-current level of business and commercial activity) is condemned or taken by the United States or any other legal entity having the power of eminent domain with respect thereto (excluding actions by or for the benefit of Lessor, Lessor hereby waiving to the maximum extent possible under the laws of the State of Florida any right, power, privilege, benefit or authority to condemn all or any portion of the Premises) this Agreement shall terminate as of the date that title to the Premises or portion thereof vests in the condemner; provided that Lessee provides notice to Lessor of the exercise of its right; and provided, further, that such termination shall not benefit the condemner and shall be without prejudice to the rights of Lessor to recover all damages and compensation relating to taking of all or a portion of the Premises (including the value of Lessor's residual interest in the Lessee Improvements, if any, after the expiration or termination of this Agreement) or the rights of Lessee to recover all damages and just and adequate compensation from the condemning authority for separate business, relocation or other damages.

Section 16.2. Partial Condemnation.

(a) If during the Lease Term, a portion of the Premises is condemned or taken by or through the actions of any Governmental Authority (excluding actions by or for the benefit of Lessor, Lessor hereby waiving to the maximum extent possible under the laws of the State of Florida any right, power, privilege, benefit or authority to condemn all or any portion of the Premises) having the power of eminent domain with respect thereto, and if after such taking the remaining portion of the Premises and Station shall be sufficient to permit Lessee to continue normal business operations thereon and therein or to permit the construction thereon of other buildings or structures in replacement of and substitution for those taken to thus allow Lessee to continue normal business operations thereon and therein, then and in such event this Agreement shall terminate only as to the part of the Premises so taken, effective as of the date Lessee is deprived of possession of such part, but the taking shall not affect this Agreement with respect to the part of the Premises not taken; provided, however, that such termination shall be without prejudice to the rights of either Lessor or Lessee, as provided by Florida law, to recover all damages and just and adequate compensation from the condemning authority consistent with Section 16.1.

(b) If a portion of the Premises or Lessee Improvements is condemned or taken and the occupancy and use of the Premises or Lessee Improvements for the Permitted Uses is not adversely affected as described in Section 16.2(a), or Lessee does not elect to terminate this Agreement as provided in Section 16.2(a), then Lessee shall continue to occupy and use the Premises for the Permitted Uses, and nothing contained herein shall limit Lessor's or Lessee's respective right to make a claim for awards consistent with Section 16.1.

Section 16.3. Awards. The court in any condemnation proceeding shall, if not prohibited by law, be requested to make separate awards to Lessor and Lessee consistent with Section 16.1. Lessor and Lessee agree to request such action of the court. This Section 16.3, to the extent permitted by law, shall be construed as superseding any statutory provisions now in force or hereafter enacted concerning condemnation proceedings.

Section 16.4. General. Nothing contained in this Agreement shall be interpreted to prohibit Lessor or Lessee from introducing into any condemnation proceeding or proceedings with respect to the Premises or Lessee Improvements such appraisals or other estimates of value, loss, or damage as each may in its discretion determine.

ARTICLE XVII **MISCELLANEOUS**

Section 17.1. Entire Lease; Amendments. This Agreement and the other Project Agreements set forth the entire understanding and agreement of Lessor and Lessee with respect to the subject matter hereof and thereof, and this Agreement has been executed contemporaneously with the execution of the other Project Agreements. No modification or amendment of this Agreement shall be binding upon Lessor and Lessee, or either of them, unless executed in writing by an authorized representative of each Party. The Parties shall, upon request by either Party execute a memorandum of this Agreement in St. Johns County, Florida, in substantially the form set forth in Exhibit H, which memorandum may be recorded by either Party.

Section 17.2. Waiver. Except as specifically provided herein, failure of a Party to insist upon the strict performance by the other Party of any term, condition or covenant or to exercise any right or remedy of this Agreement shall not be a waiver of such performance or relinquishment of such right or remedy. No waiver by a Party of any provision, term, condition, or covenant of this Agreement shall be deemed to have been made and be enforceable unless in writing and signed by an authorized representative of the Party to be bound thereby.

Section 17.3. No Merger of Title. There shall be no merger of this Agreement or the leasehold estate created by this Agreement with the fee estate of Lessor or any other interest in any part of the Premises or Lessee Improvements by reason of the fact that the same person may own or hold, directly or indirectly, (a) this Agreement, the leasehold estate created by this Agreement, or any interest in this Agreement or in any such leasehold estate or (b) any such other estate or interest in any part of the Premises or Lessee Improvements, including but not limited to the fee estate. No such merger shall occur unless and until all persons or entities having any interest (including a mortgage or security interest) in (x) this Agreement, the leasehold estate created by this Agreement, or any interest in this Agreement or in any such leasehold estate; and (y) any such other estate or interest in any part of the Premises or Lessee Improvements, including but not limited to the fee estate, shall join in a written instrument effecting such merger and shall duly record the same.

Section 17.4. Severability. If any term or provision of this Agreement or the application thereof shall be held to be invalid, illegal, unlawful or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remainder of this Agreement shall not be affected and there shall be substituted for such term or provision a like provision which equitably accomplishes the mutual intent of the Parties in entering into this Agreement.

Section 17.5. Surviving Provisions. Any terms and provisions of this Agreement pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Agreement, including provisions relating to governing law, venue, dispute resolution, indemnity, payment, remedies, taxes, amendment, waiver, notice, confidentiality or limitation of liability, shall survive the end of the term of this Agreement.

Section 17.6. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given hereunder, other than communication in the normal course of contract administration, shall be in writing and shall be (a) personally delivered, or (b) delivered by a nationally recognized overnight delivery service, addressed to each Party at the address set forth in Exhibit E, or at such other address as may from time to time be designated by notice. Any such notice shall be effective on the date of delivery unless such date is a non-Business Day or delivery is made after normal business hours, in which case such notice shall be effective on the next Business Day.

Section 17.7. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each Party.

Section 17.8. Headings. Captions and headings used in this Agreement are for convenience of reference only and do not constitute a part of or affect the interpretation of this Agreement.

Section 17.9. Governing Law. This Agreement and any dispute, claim or controversy arising hereunder or in relation hereto shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 17.10. Force Majeure. If either Party shall be prevented or delayed by an event of Force Majeure from performing any obligations under this Agreement (except payment or financial obligations), or from satisfying conditions precedent or exercising cure rights, then the time for such performance or satisfaction of the specific matter or condition or exercise of rights shall be deemed extended on a day-for-day basis for the period of the delay caused by such event. As used herein, "Force Majeure" shall mean any non-performance or delay in a Party's reasonable performance hereunder that is caused by or results from events, conditions or circumstances not within the control of the affected Party, was not caused by the affected Party's negligence and would not have been avoided by the exercise of reasonable diligence, including changes in law, judicial, administrative or regulatory judgment, order or decree, any strike, lockout, labor dispute, unavailability of labor or materials, act of God, unusually inclement weather, flood, hurricanes, tornado, sinkhole, governmental action, civil commotion, terrorism, insurrection, sabotage, releases or discharges of hazardous materials, fire or other casualty, any condition caused by the other Party or its agents, contractors or representatives or any other cause, whether similar or dissimilar to the foregoing, which cannot be avoided or prevented by the affected Party by commercially reasonable efforts; provided, however that the following occurrences are not Force Majeure events: (i) a strike, lockout or labor dispute between the affected Party and its employees, agents, contractors and subcontractors; (ii) changes in market conditions that affect the cost of Seller's or Buyer's supplies, equipment or vehicles, or that affect demand or price for any of Seller's products or Buyer's property, plant and equipment; or (iii) the non-availability or lack of funds or failure to pay money when due, unless resulting from a failure of the banking system. Where an act, event or circumstance which primarily affects a third party or third parties prevents or delays a Party's performance hereunder, such act, event or circumstance shall constitute a Force Majeure hereunder as to such Party only if it is of a kind or character that, if it had happened to a Party, would have constituted a Force Majeure under this Section 17.10. A Party affected by the Force Majeure shall deliver a written notice to the other Party within ten (10) days of the incident or as soon as is reasonable under the circumstances specifying the nature thereof, the date such incident occurred and a reasonable estimate of the period that such incident will delay the fulfillment of obligations or conditions or exercise of rights contained herein, and thereafter take such commercially reasonable measures as applicable under the circumstances to mitigate the effects of such event of Force Majeure. If a Party is unable, despite such efforts to resume performance of its obligations hereunder due to the occurrence of an event of Force Majeure for three hundred sixty-five (365) days, either Party may terminate this Agreement by notice to the other Party prior to resumption of full performance by the affected Party, and neither Party shall have any further liability or obligations as a result of such termination.

Section 17.11. Radon Gas. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from the County Public Health Unit.

Section 17.12. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any rights, remedies or benefits in favor of, duty to, or standard of care with reference to, or any liability to, any Person not a party to this Agreement, except Financing Parties.

Section 17.13. Further Assurances. Each Party agrees to take or refrain from such actions and execute and deliver certificates, instruments and other documents as are reasonably requested by the other Party or a Financing Party to accomplish the mutual intent of the Parties in entering into this Agreement. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement.

Section 17.14. Relationship of the Parties. This Agreement and the other Project Agreements shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 17.15. Dispute Resolution; Venue. In the event a dispute, claim or controversy between the Parties arises out of or relates to this Agreement (a "Dispute"), the following procedure shall be utilized to resolve the matter:

(a) Management level personnel of the Parties shall meet at a mutually acceptable time and place within five (5) days after delivery of notice of such Dispute and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to negotiate resolution of the Dispute. If the matter has not been resolved within ten (10) days from such notice, either Party may initiate mediation as provided hereinafter.

(b) Either Party may initiate a non-binding mediation proceeding by making demand by notice to the other Party; thereupon, the Parties shall engage in mediation before a mutually agreeable mediator at a mutually agreeable location in St. Johns County, Florida in accordance with Section 44.1011 et seq., Florida Statutes. If the Parties have not agreed within five (5) days of the demand for mediation on the selection of the mediator, the Dispute will be referred to a court in St. Johns County, Florida with jurisdiction over the Parties for selection of a mediator. To the extent allowed by Applicable Laws, all negotiations, settlement agreements and/or other written documentation pursuant hereto shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Florida Rules of Evidence.

(c) If the Dispute has not been resolved by mediation within thirty (30) days of the notice demanding mediation, either Party may pursue its remedies hereunder, and may initiate litigation upon five (5) days written notice to the other Party. The exclusive venue for litigation arising out of or relating to this Agreement shall be the courts of the State of Florida and the United States located in St. Johns County, Florida.

(d) Prior to the commencement of litigation, each Party shall bear its own fees and expenses with respect to the dispute resolution procedures and each shall pay fifty percent (50%) of the fees and expenses of any mediator. The existence of a Dispute shall not itself relieve the Parties from the performance and payment of their respective obligations hereunder.

Section 17.16. Negotiated Transaction. This Agreement was negotiated and prepared by both Parties with the participation of counsel and advisors. The Parties have agreed to the text of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

Section 17.17. Confidentiality. Subject to Lessor's obligations under Chapter 119, Florida Statutes, the Parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that Party uses to protect its own non-public, confidential or proprietary information, and otherwise in accordance with the provisions of this Section 17.17. Specifically, no receiving Party shall itself, or permit its employees, consultants and/or agents to disclose to any Person the Confidential Information of the other Party without the prior written consent of the Party disclosing the Confidential Information, except a receiving Party may distribute the Confidential Information to its board members, officers, employees, agents, consultants, contractors, potential investors and lenders who are confidentially bound to the receiving Party and have a need for such Confidential Information. In the event that Lessor receives a request from a third party to disclose Confidential Information, or any information reasonably determined to be Confidential Information, Lessor shall, prior to the disclosure of the Confidential Information, promptly notify the Lessee of such request. Lessee may thereafter, at its sole cost and expense, seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. Lessor may not disclose any Confidential Information until such time as it is legally compelled to do so by court order (providing that all appellate remedies have been exhausted) and/or Lessee provides its written consent to the Lessor. Lessee shall be solely responsible for all fines, fees, and reasonable costs incurred by the Lessor in complying with this Section including attorney's fees, provided that Lessee shall not be responsible for any such fines, fees, or costs incurred by Lessor by reason of its failure to adhere to a court order or failing to comply with the terms of this Agreement. Each Party acknowledges that the unauthorized disclosure of any Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each Party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violation or breach of this confidentiality and non-disclosure commitment. Neither Party shall be entitled to any special, consequential, indirect or punitive damages as a result of a breach of this Section 17.17 or any other term or provision of this Agreement, regardless of whether a claim is based in contract, tort or otherwise. With respect to Confidential Information provided by Lessee to the Lessor, the provisions of this Section 17.17 shall only apply to information that is identified as Confidential Information at the time it is provided to the Lessor. Information that is not identified as Confidential Information at the time it is provided to the Lessor may be subject to disclosure pursuant to Chapter 119, Florida Statutes. For purposes of this Agreement, and the Fuel Purchase Agreement, the information contained in Exhibit B-2 of the Fuel Purchase Agreement, is deemed a trade secret as defined in Section 812.081(1)(c) of the Florida Statutes and shall be treated as Confidential Information under this Agreement and the Fuel Purchase Agreement. Accordingly, the information contained in Exhibit B-2 of the Fuel Purchase Agreement is specifically exempt from the disclosure requirements of Chapter 119 of the Florida Statutes as set forth in Section 815.045 of the Florida Statutes and any disclosure or dissemination of this Agreement or the Fuel Purchase Agreement shall exclude Exhibit B-2 of the Fuel Purchase Agreement. Nothing contained in this Section is intended to limit the

definition of Confidential Information to the information contained in Exhibit B-2 of the Fuel Purchase Agreement.

Section 17.18. Express Representation. The Parties acknowledge and agree that neither Party nor its officers, directors, employees, members, representatives, agents or advisors have made any representations, warranties, guarantees or promises with respect to or in connection with this Agreement, except as expressly set forth herein by the Parties.

Section 17.19. Prevailing Party; Fee Award. In the event of litigation or other proceedings between the Parties hereto arising out of or in connection with this Agreement, then the reasonable attorneys' fees and costs, including any fees and costs incurred in connection with pre-litigation dispute resolution proceedings pursuant to Section 17.15 of this Agreement, of the Party prevailing in such litigation or proceeding shall be paid by the other Party.

Section 17.20. Public Announcements. The Parties share a common desire to generate favorable publicity regarding the Station and their contractual relationship. The Parties agree that they may, from time to time, issue, with the other party's expressed approval, press releases regarding the Station and that they shall cooperate with each other in connection with the issuance of such releases.

Section 17.21. County Logo. Pursuant to, and consistent with, County Ordinance No. 92-2 and County Administrative Policy 101.3, Nopetro may not manufacture, use, or display any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board of County Commissioners.

Section 17.22. Counterparts. This Agreement and any amendment hereto or other instrument executed in connection herewith may be executed in any number of counterparts, each of which shall be an original and all of which together will constitute one and the same instrument.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE(S)]

Signed, sealed and delivered in the presence of:

**NOPETRO-ST. JOHNS COUNTY, LLC,
a Florida limited liability company**

Signature of Witness

By: _____

Its: _____

Legibly Print Name of Witness

Date: _____

Signature of Witness

Legibly Print Name of Witness

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this ____ day of _____, 2014, by _____ the _____ of the _____, on behalf of such entity.

NOTARY PUBLIC

Official Notary Signature and Notary Seal

Name of Notary Typed, Printed or Stamped

Personally known _____ OR produced identification _____.
Type of identification produced: _____.

EXHIBIT A-1
Description of the Premises

[TO COME]

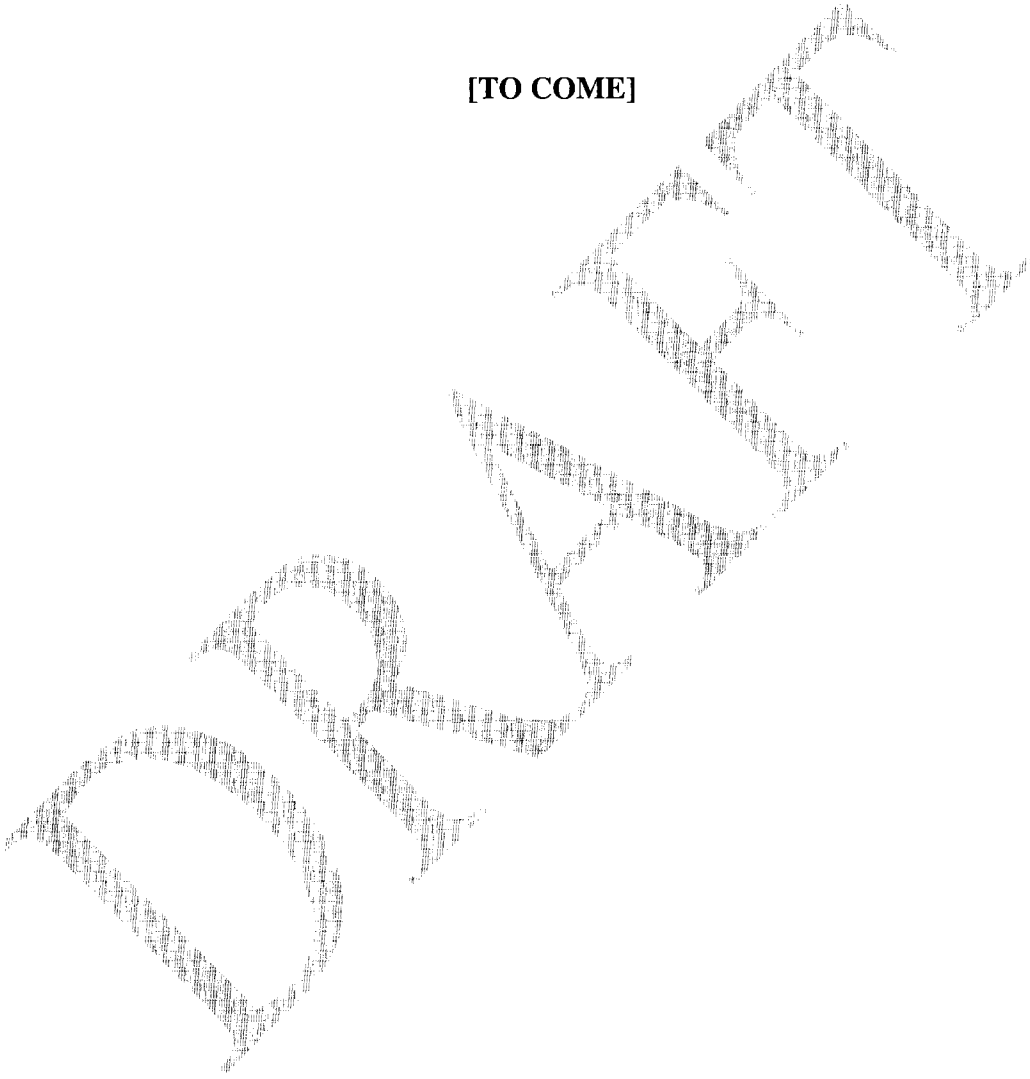


EXHIBIT A-1
Description of the Premises – Continued

[TO COME]

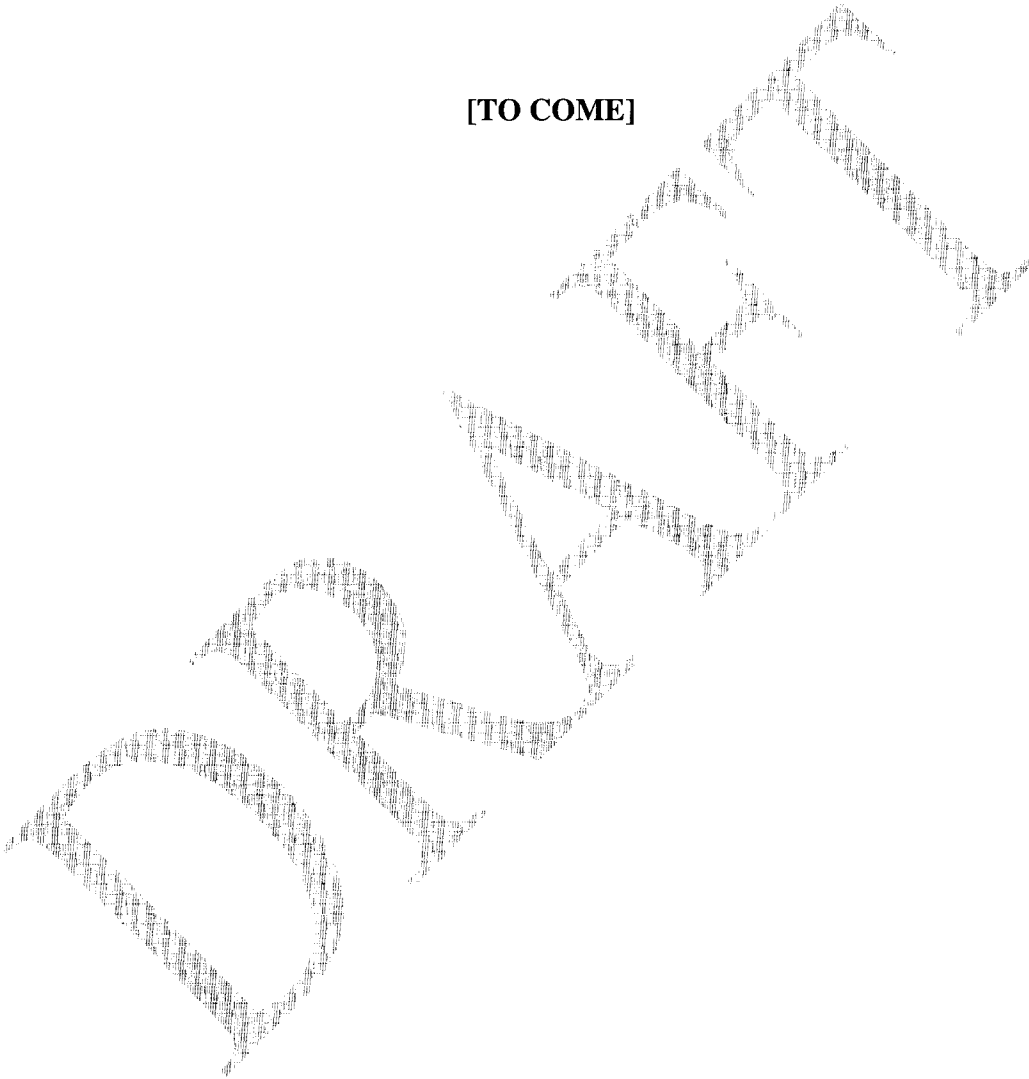


EXHIBIT A-2
Description of the St. Johns Fleet Yard

[TO COME]

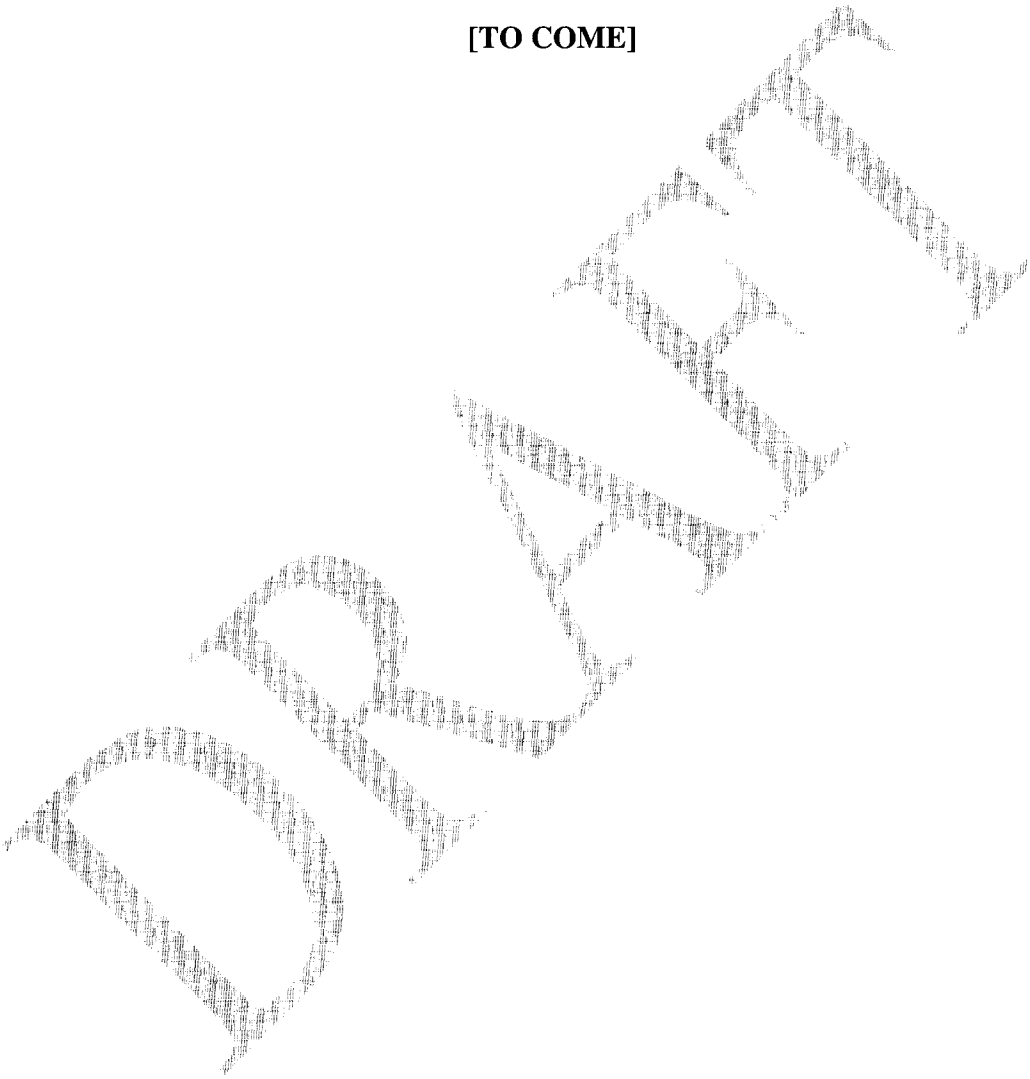


EXHIBIT A-2
Description of the St. Johns Fleet Yard – Continued

[TO COME]

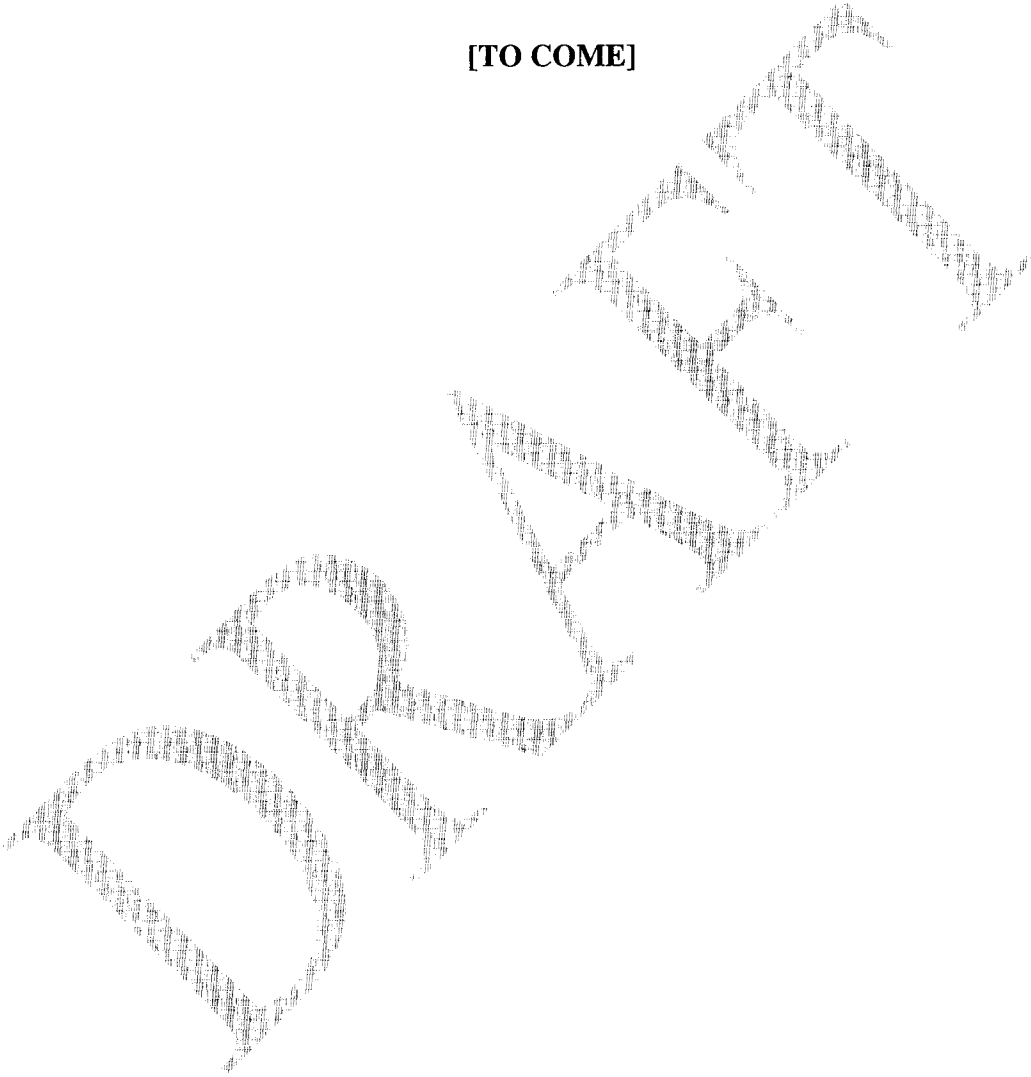


EXHIBIT A-3

Lessee Ingress, Egress and Utility Easement Area

[TO COME]



Exhibit A-3

EXHIBIT A-3

Lessee Ingress, Egress and Utility Easement Area — Continued

[TO COME]

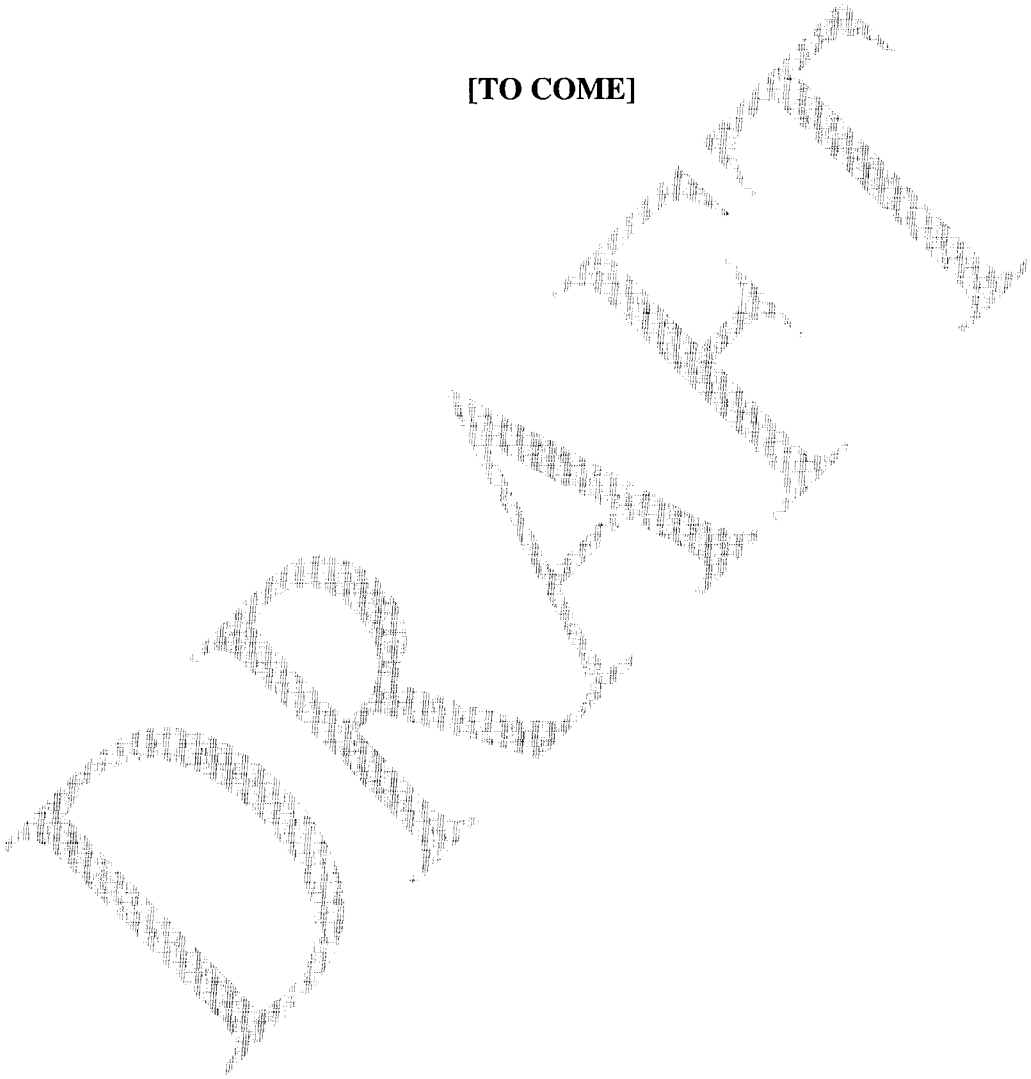


EXHIBIT B
Station and Lessee Improvements

Lessee shall design and construct the following improvements in connection with the Project:

A CNG fueling station for public and private use.

The Station will have an on-site CNG tank and equipment storage area.

The Station initially will consist of four (4) fast-fill CNG fueling lanes [, with the ability to add two (2) additional vehicle lanes if necessary.] Lessor shall have priority access to the Station as set forth in the Fuel Purchase Agreement.

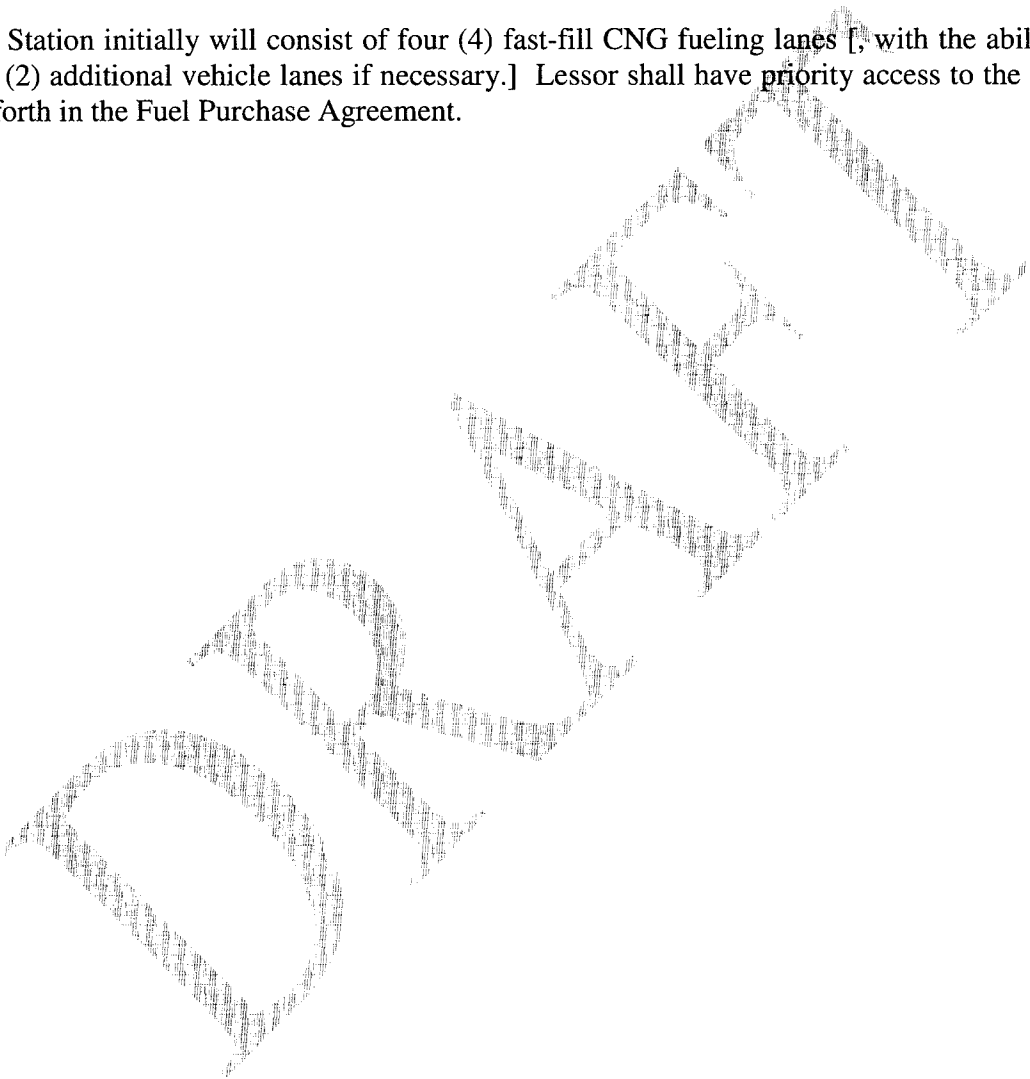


EXHIBIT C
Lessee Equipment

Lessee shall install the following equipment and items of personal property on the premises in connection with the construction and operation of the Station.

[TO COME]

Lessee shall have the right to install signs, signals, lights, equipment and other items of personal property necessary for, or useful or incidental to the construction, operation and maintenance of Lessee Improvements.

EXHIBIT D
Insurance

- A. Lessee shall not commence performance of this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Lessor. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida, and all coverages shall be maintained for the duration of this Agreement. Prior to commencement, Lessee shall furnish proof of insurance to the Lessor.
- B. Each insurance certificate shall clearly indicate that Lessee has obtained insurance of the type, amount, and classification as required by this Agreement, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Lessor.
- C. Insurance certificates shall specifically include the Lessor as an additional insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations referencing the Bid Number, Agreement Title, Location, and/or Agreement/Resolution Number (as applicable) shall also be listed as a description on the insurance certificate.

Exhibit D

D. For the duration of this Agreement, Lessee shall secure and maintain insurance in the amounts and types listed below:

- i. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect Lessee from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by Lessee or by anyone directly employed by or contracting with Lessee.
- ii. Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.
- iii. Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect Lessee from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by Lessee or by anyone directly or indirectly employed by Lessee.
- iv. Excess Liability Insurance coverage with minimum limits of liability of \$10,000,000.
- v. Workers' Compensation Insurance and disability benefits liability insurance in at least such amounts as are required by Florida law, covering all Lessee employees at the Station.
- vi. Personal and Advertising Injury with limits of not less than \$1,000,000.
- vii. Pollution legal liability insurance with a minimum limit of \$2,000,000.
- viii. All risk physical damage insurance covering loss, damage or destruction of the Station (including machinery coverage and builder's risk insurance, as applicable) in an amount equal to the full replacement value of the Station, with coverage adjusted each year to reflect the then-current replacement value. Such insurance shall include coverage for cost of demolition and changes in applicable building codes.

Exhibit D

- E. Compliance with the foregoing requirements shall not relieve Lessee of its liability and obligations under this Agreement.

- F. Failure by Lessee to secure and maintain insurance as described in this section shall constitute an Event of Default.

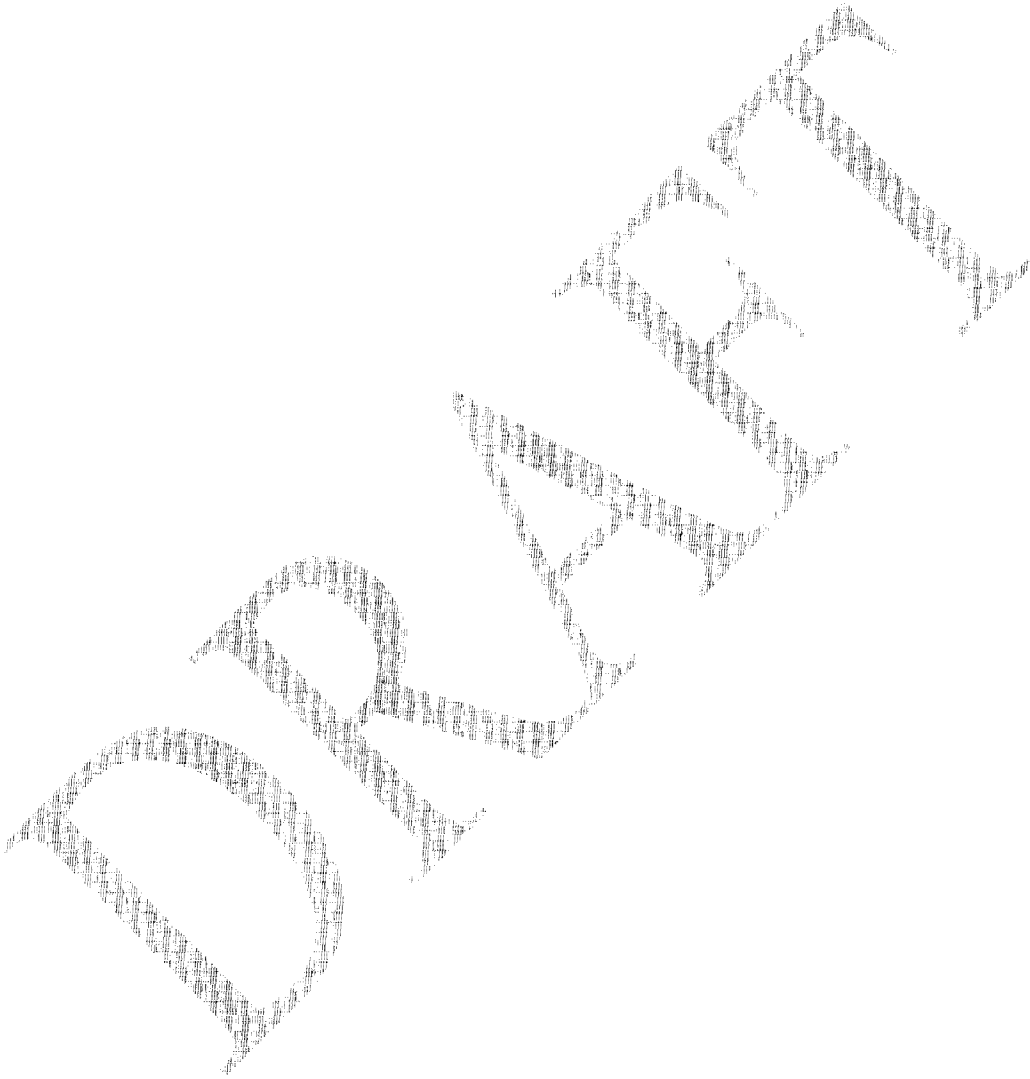


EXHIBIT E
Notices

All notices under this Agreement shall be sent to the other Party at the address set forth below, but this shall not be a requirement for routine communications relating to the day-to-day administration of this Agreement. A Party may change its addressee/address for notices by notifying the other Party in writing:

To Lessor:

ST JOHNS COUNTY, FLORIDA
500 San Sebastian View
St. Augustine, Florida 32084
Attn: County Administrator

To Lessee:

NOPETRO-ST. JOHNS COUNTY, LLC
Attn: Jonathan "Jack" Locke
2625 Ponce de Leon Boulevard
Coral Gables, Florida 33134
Attn: President and Chief Operating Officer

Exhibit E

EXHIBIT F

Milestone Schedule [NEED TO ADD START & FINISH DAYS]

Task	Duration	Start	Finish
Order CNG Equipment	1.0		
Site Survey for Design	2.5		
Conceptual Design Development	21.0		
Construction Drawings	54.0		
Construction Permit Submission	45.0		
Pre-Construction Site Meeting	1.0		
Construction Price Bidding	40.0		
Contractor Contract Neg.	31.0		
Update Construction Schedule	1.0		
Equipment Submittals	8.0		
Order Canopy Structure	1.0		
Order Stand-by Generator	1.0		
Site Survey (Construction Boundaries)	2.0		
Mobilization	2.0		
Site-work	15.0		
Underground Utilities	10.0		
Nat-Gas & Electrical Service Installation	10.0		
Excavate & Pour Canopy Foundation	2.5		
Final Base and Grading	14.0		
Asphalt Paving	5.0		
Excavate & Pour Containment Wall	2.0		
Excavate & Pour Restroom Foundation	3.5		
Installation of Wall Masonry	11.0		
Pour Concrete Equipment Pads	3.0		
Cement Stucco	8.0		
Underground Conduit & Gas Piping	21.0		
Gravel Base in Equip. Area	2.0		

Exhibit F

Task	Duration	Start	Finish
Fence & Gates	8.0		
Elastomeric Paint	3.0		
CNG Equipment Installation	3.0		
Canopy Concrete Pad	7.0		
CNG Dispenser Equip. Install	3.0		
Testing & Start-Up	14.0		
Canopy Erection	9.0		
Canopy Finishes	3.0		
Lighting & Testing	3.0		
Lighting Protection	7.0		
Generator Slab	2.5		
Generator Installation	3.0		
Generator Interconnection	5.0		
CNG Equip. Elec. Interconnect	25.0		
Power Site Lighting	8.0		
Final Site Clean-up	2.0		
Equipment Commissioning	15.0		
Substantial Station Completion/T.C.O.	3.0		
As-built Drawings	5.0		
Punch List	5.0		
Final Inspection.C.O.	7.0		
Project Closeout	10.0		

Exhibit F

EXHIBIT G-1

Lease Commencement Date Agreement

THIS LEASE COMMENCEMENT DATE AGREEMENT (this "Agreement") is made and entered into as of _____, 201_, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Lessor") and **NOPETRO-ST. JOHNS COUNTY, LLC**, a limited liability company organized under the laws of the State of Florida ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease and Development Agreement dated August __, 2014 (the "Lease") setting forth the terms of a ground lease by Lessee for premises located described therein; and

WHEREAS, the commencement of the term of the Lease is subject to the satisfaction of certain conditions precedent or the waiver thereof ~~by Lessee~~ and is to be determined after execution of the Lease; and

WHEREAS, it has been determined that _____, 201_ is the actual Commencement Date of the Lease.

NOW THEREFORE, in consideration of the premises and the covenants hereafter set forth, it is agreed:

1. The Commencement Date of the term of the Lease is _____, 201_.
2. Capitalized terms used and not otherwise defined herein shall have the meaning given them in the Lease Agreement.
3. This Agreement does not modify, amend or change the Lease Agreement.
4. This Agreement and any amendment hereto or instrument executed in connection herewith may be executed in any number of counterparts, each of which shall be an original and all of which together will constitute one and the same instrument, such counterparts to be exchanged in accordance with Section 17.6 of the Lease or electronically in Portable Document Format (.pdf) or its equivalent and provided that such electronic exchange is followed by delivery of an original counterpart within five (5) days thereafter.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the first date set forth in the first paragraph above.

ST. JOHNS COUNTY, FLORIDA:

NOPETRO-ST. JOHNS COUNTY, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

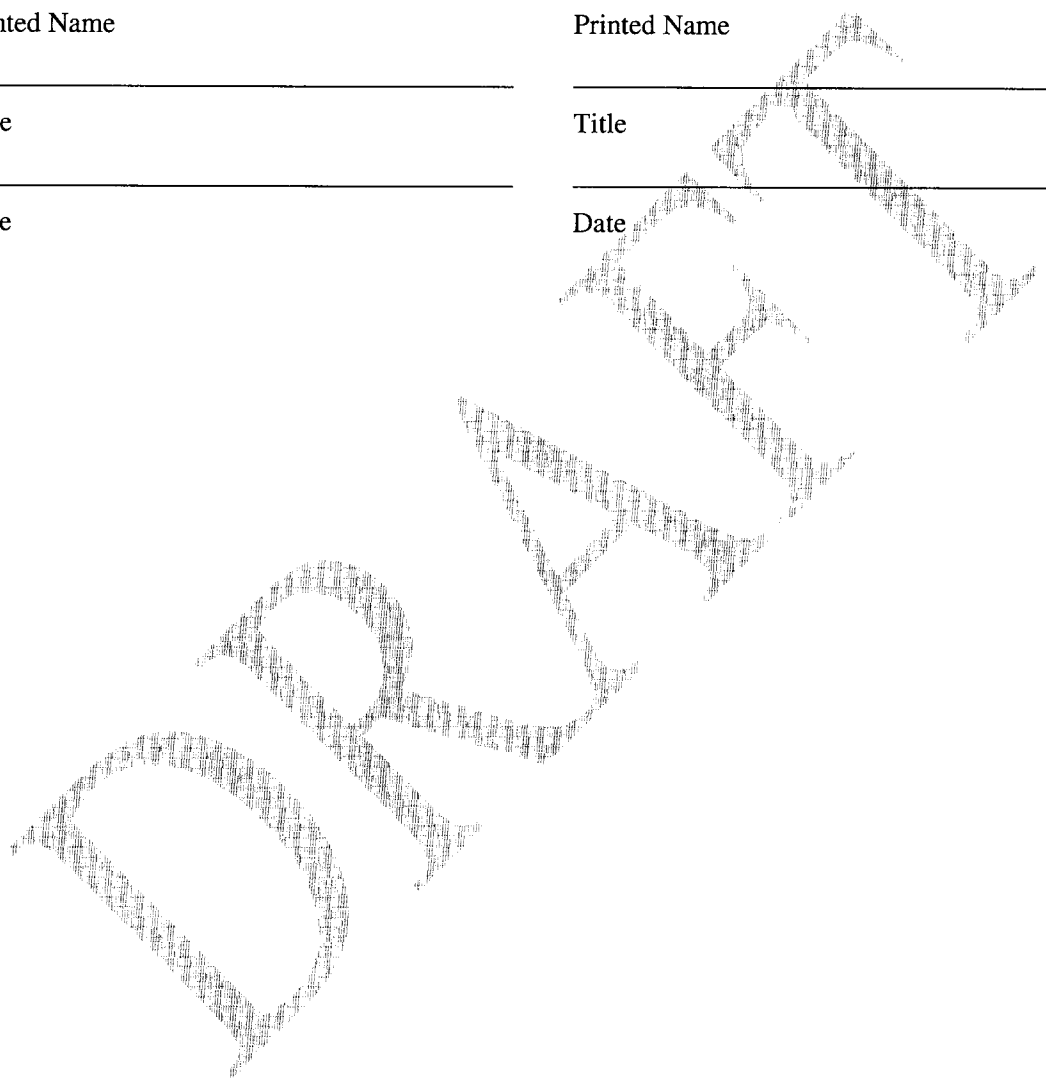


EXHIBIT G-2

COMMERCIAL OPERATIONS DATE AGREEMENT

THIS COMMERCIAL OPERATIONS DATE AGREEMENT (this "Agreement") is made and entered into as of _____, 201_, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Lessor") and **NOPETRO-ST. JOHNS COUNTY, LLC**, a limited liability company organized under the laws of the State of Florida ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease and Development Agreement dated August __, 2014 (the "Lease") setting forth the terms of a ground lease by Lessee for premises described therein; and

WHEREAS, the Lease expires on the twentieth (20th) anniversary of the Commercial Operations Date, unless Lessee exercises its Contract Extension Option, in which case the Lease shall expire on the fortieth (40th) anniversary of the Commercial Operations Date; and

WHEREAS, Lessee has notified Lessor that construction of the Station is substantially complete and the Station is available to dispense Fuel to Lessor Vehicles; and

WHEREAS, it has been determined that _____, 201_ is the actual Commercial Operations Date.

NOW THEREFORE, in consideration of the premises and the covenants hereafter set forth, it is agreed:

1. The Commercial Operations Date of the Lease is _____, 201_.
2. Capitalized terms used and not otherwise defined herein shall have the meaning given them in the Lease Agreement.
3. This Agreement does not modify, amend or change the Lease Agreement.
4. This Agreement and any amendment hereto or instrument executed in connection herewith may be executed in any number of counterparts, each of which shall be an original and all of which together will constitute one and the same instrument, such counterparts to be exchanged in accordance with Section 17.6 of the Lease or electronically in Portable Document Format (.pdf) or its equivalent and provided that such electronic exchange is followed by delivery of an original counterpart within five (5) days thereafter.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Agreement as of the first date set forth in the first paragraph above.

ST. JOHNS COUNTY, FLORIDA:

NOPETRO-ST. JOHNS COUNTY, LLC:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Date

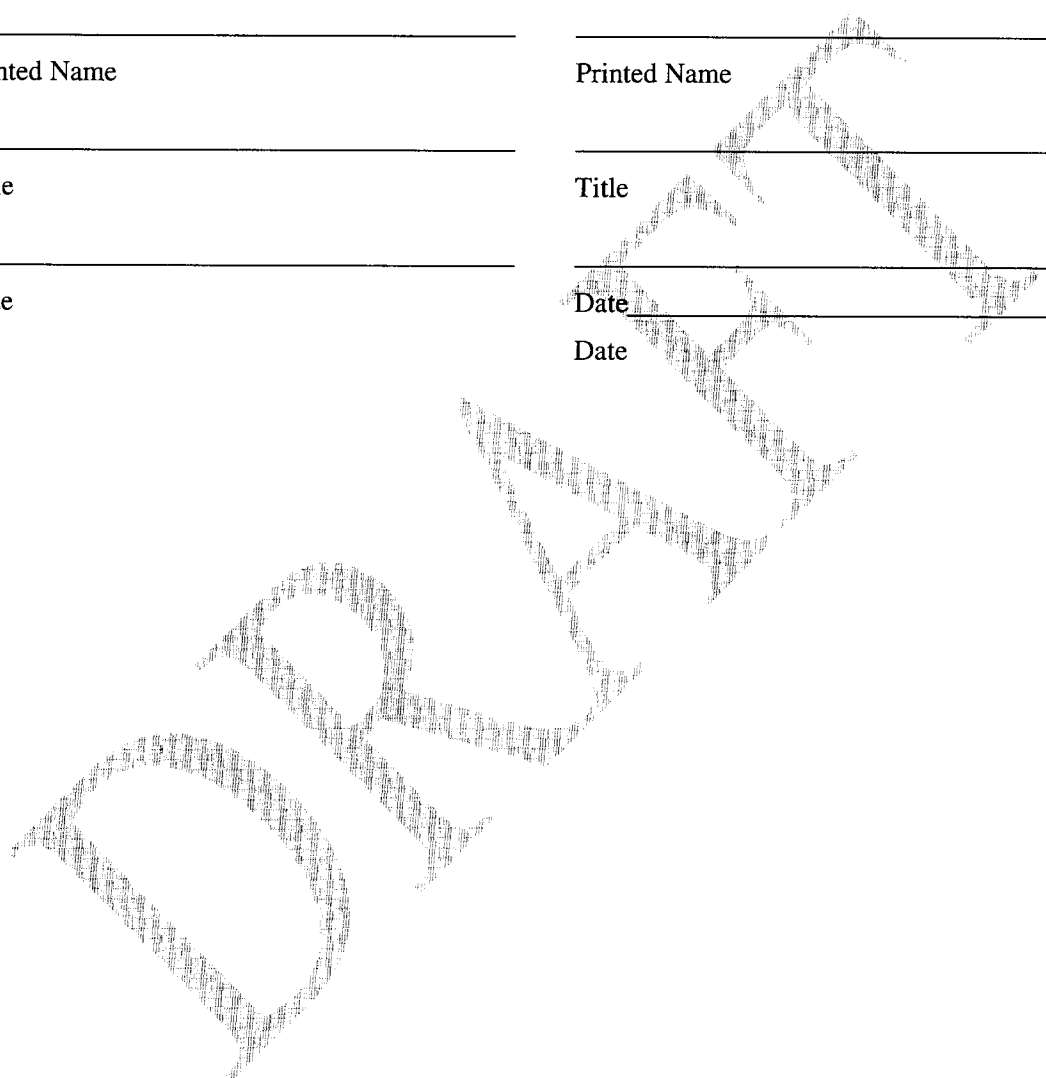


EXHIBIT H

Memorandum of Lease

THIS INSTRUMENT WAS PREPARED BY
AND AFTER RECORDING, SHOULD BE
RETURNED TO:

Albert A. del Castillo, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue.
Miami, Florida 33131

MEMORANDUM OF GROUND LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of _____, 2014 by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Lessor"), whose post office address is 500 Sebastian View, St. Augustine Florida 32084, Attention County Administrator, and NOPETRO-ST. JOHNS COUNTY, LLC, a limited liability company organized under the laws of the State of Florida ("Lessee") whose post office address is 2625 Ponce de Leon Boulevard, Coral Gables 33134, Attention: President and Chief Operating Officer.

Recitals

This Memorandum is made with respect to the following facts:

A. Pursuant to that certain Lease Agreement dated as of _____, 2014 by and between Lessor and Tenant (the "Lease"), Lessor has leased to Tenant a parcel of land commonly known as _____ and consisting of the land legally described on Exhibit A attached hereto containing approximately _____ acres of area (the "Land"), together with certain improvements to be provided by Lessor and located thereon during the term of the Lease, together with all easements, rights of way, licenses and other appurtenances belonging to, or in any way pertaining to, the Land and such improvements (such Land, improvements, and appurtenances hereinafter sometimes collectively or severally, as the context requires, referred to as the "Leased Premises").

B. Lessor and Lessee now desire to provide record evidence of Lessee's leasehold interest in the Leased Premises and to place of record certain terms and conditions of the Lease.

Memorandum

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease and in this Memorandum, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Exhibit H

1. Demise. Upon the terms and conditions set forth in the Lease, Lessor, on the Lease Commencement Date, will lease to Lessee the Leased Premises to have and to hold for the "Lease Term" (as defined below).

2. Lease Term. The term of the Lease (the "Lease Term") shall commence on the Lease Commencement Date, and shall end on the twentieth (20th) anniversary of the Commercial Operations Date, unless Lessee exercises its Contract Extension Option, in which case the Lease shall end on the fortieth (40th) anniversary of the Commercial Operations Date, unless sooner terminated or extended as set forth in the Lease.

3. Other Provisions. In addition to those terms referred to above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, including but not limited to transfer restrictions, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such other terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee as set forth above. This Memorandum does not alter, amend, modify or change the Lease in any respect and it is executed by the parties hereto for the purpose of recordation in the real property records of the county in which the Leased Premises is located to give notice of, and to confirm, the Lease and all of its terms to the same extent as if all such terms were fully set forth herein. The parties hereto hereby ratify and confirm the Lease as if the Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.

4. Construction Lien Notice. The Lease provides, and notice is hereby given pursuant to Section 713.10 of the Florida Statutes, that the Lessee shall not have any authority to create any liens for service, labor or material on Lessor's interest in the Leased Premises and all persons contracting with the Lessee for services, labor or material and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look solely to the Lessee and to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished to the real property constituting or any improvements located on the Leased Premises at the request or instruction of Lessee.

5. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Lease

6. Counterparts. This Memorandum may be executed in one or more counterparts.

[Continued with signatures and acknowledgments on next page]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease effective as of the date first set forth above.

Signed and delivered
in the presence of:

Witness to sign above
Print Name: _____

Witness to sign above
Print Name: _____

Signed and delivered
in the presence of

Witness to sign above
Print Name: _____

Witness to sign above
Print Name: _____

LESSOR:
ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida
By: _____

Name:
Title:

LESSEE:
NOPETRO-ST. JOHNS COUNTY, LLC,
a limited liability company organized under the
laws of the State of Florida

By: _____
Name:
Title:

[Signatures and acknowledgments continued on next page]

STATE OF _____)

) ss:

COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this ____ day of ____, 2014, by _____ [Insert name of authorized representative], a/the _____ [Insert title of authorized representative] of _____ **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida. He/She [CHECK ONE]

____ is personally known to me or

____ has produced as identification.

NOTARY PUBLIC:

Sign: _____

Print Name: _____

(Notarial Stamp or Seal)

STATE OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of ____, 2014, by _____ [Insert name of officer or agent], a/the _____ [Insert title of officer or agent] of **NOPETRO-ST. JOHNS COUNTY, LLC**, a limited liability company organized under the laws of the State of Florida. He/She [CHECK ONE]

____ is personally known to me or

____ has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print Name: _____

(Notarial Stamp or Seal)

EXHIBIT I

Depreciation Schedule of Lessee Improvements

Note: This Exhibit I illustrates the application of Section 3.2 provisions. This Exhibit I uses round dollar amounts in all columns to illustrate the mathematical application of these provisions. Actual dollar amounts will be based on Nopetro's audited annual financial statements for St. Johns County. This Exhibit illustrates the initial 35 months of the contract and subsequent months would continue on the same mathematical basis. Net book value will never be a negative amount. The net book value calculated at the termination date will be on an actual days/365 days basis. For example, if the termination date were day 25 of Contract Month 31 below, and Contract Month 31 were a 31 day month, the Net Book Value for purposes of Section 3.2 would be \$_____. The calculation for this illustrative example is: Beginning Net Book Value Balance of \$_____ reduced by the amount of additional depreciation derived through the calculation \$_____ (Monthly Depreciation Below) x 25/31=\$_____. Therefore, \$_____ - \$_____ = \$_____.

Average Service Life of
CNG Station Capital
Investment - 40

Contract Month	Initial Capital Investment	Additional Capital Investment	Total Cumulative Capital Investment	Beginning Net Book Value Balance	Monthly Depreciation	Accumulated Depreciation	Ending Net Book Value
1	\$		\$	\$	\$	\$	\$
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
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27							
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29							
30							
31							
32							
33							
34							
35							

EXHIBIT J

CERTIFICATE OF FINAL COMPLETION

Lessee, NO PETRO-ST.JOHNS COUNTY, LLC, does hereby certify to the Lessor, ST. JOHNS COUNTY, FLORIDA, the following:

1. That the Lessee has reasonably determined that all work has been substantially completed on the Station and Lessee Improvements, in accordance with the requirements of that certain Lease and Development Agreement dated _____, 2014, the Construction Contract, and the Design Documents.

2. That the Lessee has reasonably determined that all contractors and design professionals have properly disbursed the sums paid pursuant to the Lease and Development Agreement and the Construction Contract to their respective employees, suppliers, materialmen and subcontractors who may have lien rights with respect to the Station and Lessee Improvements such that all work is free and clear of all claims and liens.

3. That a final and unconditional certificate of completion has been issued by St. Johns County's Building Department, a copy of which is attached hereto and incorporated herein by reference.

4. That a signed and sealed professional certification from the Lessee's architectural or engineering firm that the Station and Lessee Improvements are useable for their intended purpose, have been completed in accordance with the applicable Design Documents, and have passed and received all final governmental approvals and inspections, a copy of which certification is attached hereto and incorporated herein by reference.

5. That the Developer hereby certifies that the Total Construction Cost for the Station and Lessee Improvements is \$_____.

Exhibit I

DATED this _____ day of _____, 20__.

LESSEE

NOPETRO-ST. JOHNS COUNTY, LLC

By: _____

Print Name: _____

Its: _____

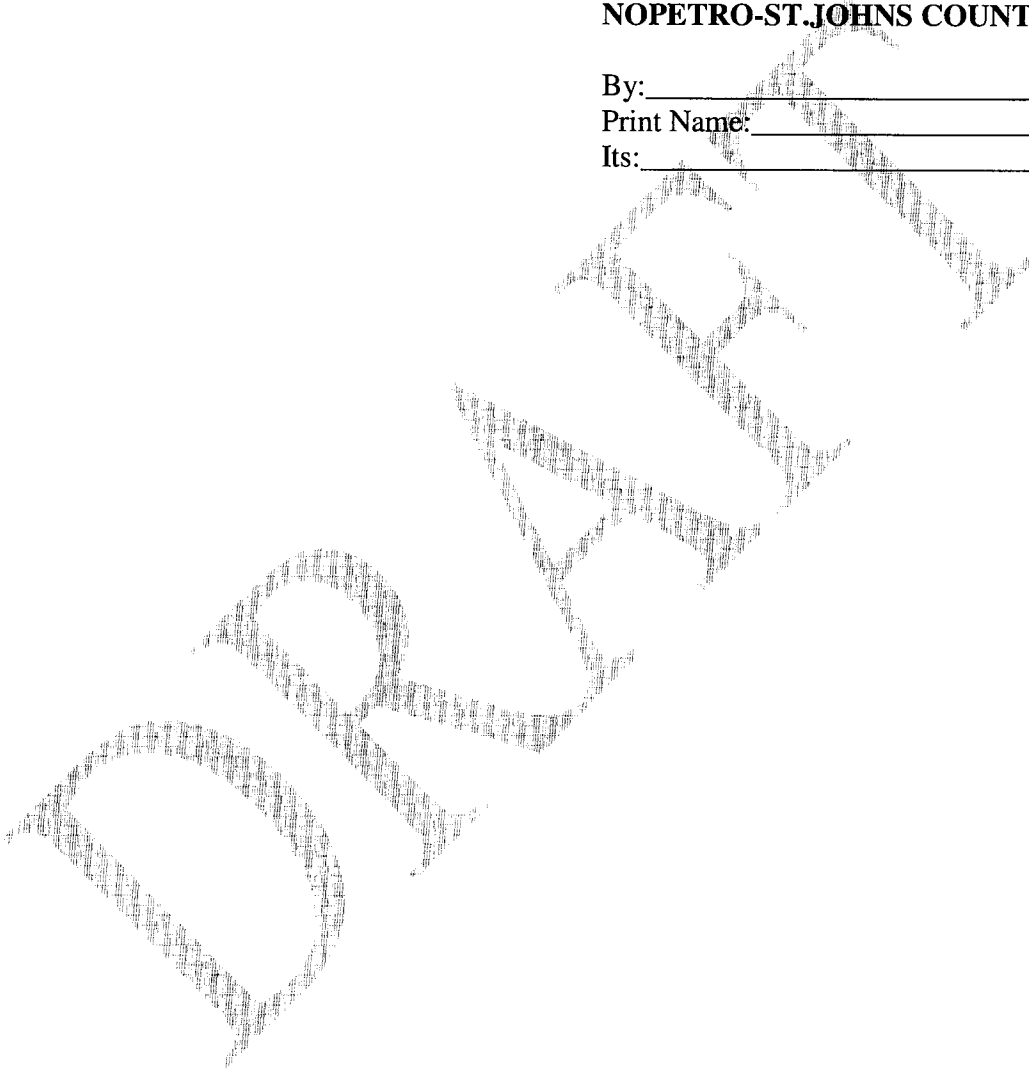


Exhibit I