

**AMENDMENT NUMBER 1 TO LEASE BETWEEN
ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT
AND
FREEMAN HOLDINGS OF LOUISIANA, INC.**

This Amendment to Lease is entered into on the date herein below shown, effective the 1st day of January, 2021, by and between the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT ("Lessor") and FREEMAN HOLDINGS OF LOUISIANA, INC. ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee entered into a Lease effective the 1st day of January, 2016 (the "Lease"), which Lease granted Lessee the use of certain land, buildings and movable property; and

WHEREAS, Lessee has recently invested or committed to invest over TWO MILLION, THREE-HUNDRED THOUSAND AND NO/100 (\$2,300,000.00) DOLLARS providing substantial improvements to the Leased Premises; and

WHEREAS, in consideration thereof, Lessee is requesting that its option to extend this Lease be changed as to the First Extended Term from a five (5) year term to a fifteen (15) year term; and

WHEREAS, both the Lessee investment and its request for an extended first term provide both direct and indirect benefits to EEIDD; and

WHEREAS, Lessor and Lessee desire to amend that Lease relative to certain of the terms and obligations of the parties;

NOW THEREFORE, the parties mutually agree to amend the referenced Lease as follows:

I. By amending Paragraph 2 to read, as follows:

2. Term.

2.1 This Lease shall be for a term of five (5) years (the "Primary Term"), beginning on the 1st day of January, 2016 (hereinafter referred to as the "Commencement Date"), and ending on December 31, 2020, unless sooner terminated in accordance with the provisions of this Lease. Each twelve (12) month period beginning on January 1 of each year and ending on December 31 of each year during which this Lease or extension thereof is in effect, shall be a "Lease Year."

2.2 At the end of the Primary Term, Lessee shall have the option to extend the term for one (1) additional period of fifteen (15) years (hereinafter referred to as the "First Extended Term"), pursuant to the following: Lessee shall be deemed to have exercised its option to extend the term of this Lease upon the completion of the Primary Term, unless Lessee shall give written notice ("Cancellation Notice"), by certified mail, postage prepaid, to Lessor of Lessee's intent not to exercise this option at least ninety (90) days prior to the last day of the Primary Term.

2.3 At the end of the First Extended Term, Lessee shall have the option to extend the term of this lease for four (4) additional five-year periods (each five year period an "Extended Term"), pursuant to the following: Lessee shall be deemed to have exercised its option to extend the term of this Lease upon the completion of the First Extended Term and each subsequent Extended Term unless Lessee shall give written notice ("Cancellation Notice"), by certified mail, postage prepaid, to Lessor of Lessee's intent not to exercise the option at least ninety (90) days prior to the last day of the then First Extended Term or Extended Term.

During any Extended Term, all of the terms of this Lease shall apply unless deleted by amendment to this Lease.

2.4 Notwithstanding the provisions of Paragraphs 2.1, 2.2 and 2.3, this Lease may be terminated prior to the expiration of the Primary Term, First Extended Term, or any Extended Term, upon any of the following:

- (a) The mutual consent of Lessor and Lessee; or
- (b) The exercise by Lessor of a right to terminate this Lease upon an Event of Default pursuant to the provisions of Section 23 hereof; or
- (c) The rendition of a judgment of a proper court declaring this Lease to be terminated.

2. By Amending Paragraph 5.3(f) to state:

Lessor acknowledges that Lessee may, from time to time, enter into fixed price contracts

with the United States Department of Defense or other military agencies whereby the Fuel Flowage Fee is set for the term of said contract. In the event of an increase to the Fuel Flowage Fee as set forth in 5.3(a) - 5.3(e), Lessor nevertheless agrees to allow Lessee to pay Lessor the Fuel Flowage Fee that existed at the execution of said contract, but only for fuel sales related to such contracts between Lessee and the United States Department of Defense or related military agency. Upon any renewal of such contracts, Lessee will pay Lessor the then current Fuel Flowage Fee. Upon any increase in the Fuel Flowage Fee, Lessee will provide Lessor with a list of contracts subject to this provision, along with contract terms.

The parties agree that all other terms and conditions of the Lease between them, as described above, except as modified or amended herein, shall remain in full force and effect.

This Amendment to the Lease is signed and executed in triplicate originals this ___ day of July, 2020, effective the 1st day of January, 2021, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

ENGLAND ECONOMIC AND
INDUSTRIAL DEVELOPMENT DISTRICT

Sheri L. Scallan
Printed Name: Sheri L. Scallan

By: *S. McQuain*
Sandra McQuain, Executive Director

Dora McFerren
Printed Name: DORA McFerren

DATE: 8/24/20

Beverly Bonnette
NOTARY PUBLIC
Printed Name: Beverly Bonnette
Notary Number: #17637
My commission expires 08-20-2021

This Amendment to the Lease is signed and executed in triplicate originals this ___ day of July, 2020, effective the 1st day of January, 2021, in the presence of the undersigned witnesses and Notary Public.

WITNESSES:

FREEMAN HOLDING OF LOUISIANA, L.L.C.

Thomas W. Cline
Printed Name: Thomas W. Cline

By: Francis B. Freeman, Jr.
Francis B. Freeman, Jr., Manager

Eric Goettler
Printed Name: Eric Goettler

DATE: August 18, 2020

Tacey Lee Gallegos
NOTARY PUBLIC

Printed Name: _____

Notary Number: _____

My commission expires _____



1 From *Please print and press hard.*
 Date **8/25/20** Sender's FedEx Account Number **1588-0388-6N**
 Sender's Name **Sheri Scalan** Phone **(318) 427-6462**
 Company **ENGLAND AUTHORITY**
 Address **1611 ARNOLD DR** Dept./Floor/Suite/Room
 City **ALEXANDRIA** State **LA** ZIP **71303-5636**

2 Your Internal Billing Reference
 First 24 characters will appear on invoice. **OPTIONAL:**

3 To
 Recipient's Name **Mr. Scott Freeman** Phone **913 951-5600**
 Company **Freeman Holdings Group**
 Address **16221 Foster St.** Dept./Floor/Suite/Room
 We cannot deliver to P.O. boxes or P.O. ZIP codes.
 Address **Overland Park** State **KS** ZIP **662085**
 Use this line for the HOLD location address or for continuation of your shipping address.

Note: Lease Amendment No. 1 0132180278



4 Express Package Service *To most locations. Packages up to 150 lbs. For packages over 150 lbs., use the FedEx Express Freight US Airbill.

Next Business Day	2 or 3 Business Days
<input type="checkbox"/> FedEx First Overnight Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	<input type="checkbox"/> FedEx 2Day A.M. Second business morning.* Saturday Delivery NOT available.
<input type="checkbox"/> FedEx Priority Overnight Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected.	<input type="checkbox"/> FedEx 2Day Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected.
<input checked="" type="checkbox"/> FedEx Standard Overnight Next business afternoon.* Saturday Delivery NOT available.	<input type="checkbox"/> FedEx Express Saver Third business day.* Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500. *To most locations.

FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required
Package may be left without obtaining a signature for delivery.

Direct Signature
Someone at recipient's address may sign for delivery.

Indirect Signature
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods? One box must be checked.

No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 6, UN 1845 _____ x _____ kg

Restrictions apply for dangerous goods — see the current FedEx Service Guide. Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

FedEx Acct. No. _____ Bq. Date _____
 Credit Card No. _____

Total Packages **1** Total Weight _____ lbs. Total Declared Value* \$ _____ .00

