

Helena Chemical Lease

Article 5. Rent.

Section 5.01. Land Rent. Tenant shall pay to City monthly rent of \$6,108.00 per month (\$650.00 per month multiplied by 9.397 acres), beginning August 1, 2018 and on the first (1st) day of each month thereafter during the term of this Lease. Rent shall be adjusted on August 1st each year pursuant to the increase of the Municipal Cost Index as of the latest date it was published prior to August 1st of every year. City shall give notice of any increase annually. In the event Tenant exercises its first option to extend, the Land Rent shall continue to be adjusted annually as stated above. In the event Tenant exercises its second option to extend, the Land Rent shall continue to be adjusted annually as stated above. If the Municipal Cost Index decreases, there shall be no change in the rent for that year.

Section 5.02. Cargo Dockage Charges. In addition to such Land Rent, Tenant shall pay all dockage charges for Tenant's use applicable under City's Tariffs as those charges accrue. All dockage charges shall be billed as such charges accrue. At the time of the signing of this lease, City's Tariffs are: \$2.25 per linear foot of dockage per month [presently \$1,330.31 per month for 591.25 linear feet] and \$0.45 per ton of material that crosses the cargo dock. The Tariff by the City may be amended. If so amended, Tenant shall pay any amended rate. The lease of the 91.25 linear feet of dockage designated as "Public Dockage" by the City shall be on a month to month basis with the Tenant having priority as to the usage thereof. In the event the City receives written objection to the usage by Tenant of the 91.25 linear feet of dockage designated as "Public Dockage", by giving thirty (30) days advanced written notice to Tenant and thereafter, Tenant shall no longer be obligated to pay any tariff on that portion of the dockage.

Section 5.03. Place of Payment. Rental due hereunder shall be paid to City at its address for notice hereunder or to such other person or at such other address in Calhoun County, Texas, as City may from time to time designate in writing. Rent shall be paid in legal tender of the United States of America without notice, demand, abatement, deduction or offset except as herein provided.

Section 5.04. Delinquent Payments. All Rent and other payments required of Tenant hereunder which are not paid within ten (10) days following receipt of written notice from City shall bear interest at the maximum rate allowed by law (or, if there is no maximum rate, at ten percent (10%) per annum) from the date due until the date paid. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent any or all of the same are considered to be interest under applicable law, exceed the maximum rate of interest allowable under applicable law.

Section 5.05. Other Charges. Tenant shall comply with and shall pay all local, state and federal taxes (including without limitation, income, franchise, gross receipts, sales, use, excise and real and personal property taxes), governmental charges of any kind whatsoever, payments in lieu of taxes, assessments, special assessments, licenses, registration fees, freight, and transportation charges and any other charges imposed, assessed, levied or liabilities incurred with respect to the ownership, the possession or the use of the Leased Premises or pipelines, any payment of the Lease payments or any other payments by Tenant and any penalties, fines or interest imposed on any of the foregoing (collectively, the "Charges") during the Lease term.