

AMENDMENT #2 TO SITE LEASE AGREEMENT
BETWEEN CHARLOTTE COUNTY, FL
and
CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC
For BIOSOLIDS MANAGEMENT AND RECYCLING
(Zemel Road Landfill)

This Amendment #2 ("Amendment") to Site Lease Agreement is made by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("LESSOR"), and CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC, 435 Williams Court, Suite 100, Baltimore, MD 21220 ("LESSEE").

RECITALS

WHEREAS, LESSOR and LESSEE are parties (the "Parties") to that certain Site Lease Agreement dated as of January 19, 2012 (the "Lease") and Contract No. 2011000278 dated as of January 19, 2012, for Biosolids Management and Recycling (as amended, the "Agreement") at LESSOR's Zemel Road Landfill located at 29751 Zemel Rd, Punta Gorda, FL 33955;

WHEREAS, the Lease provides that LESSEE shall have a first right to lease the Additional Premises which consists of approximately ten (10) acres adjacent to the "LEASED PREMISES" identified in the "Site Lease Agreement" (enclosed herein as "ATTACHMENT A");

WHEREAS, LESSEE desires to lease approximately six (6) acres of the Additional Premises from LESSOR; and

WHEREAS, LESSOR desires to lease approximately six (6) acres of the Additional Premises to LESSEE; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to include the additional six acres of the Additional Premises.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the LESSOR and LESSEE hereby amend the Lease as follows:

1. Pursuant to Section 1.B. "Additional Premises," LESSOR agrees to lease approximately six (6) acres adjacent to the Leased Premises ("West Parcel I"), identified in ATTACHMENT A, to LESSEE.

2. The County and LESSEE agree that this Amendment constitutes a partial exercise of the option right described in Section 1.B of ATTACHMENT A to lease up to ten (10) acres of Additional Premises. By this Amendment, LESSEE is leasing six (6) acres of the Additional Premises. LESSEE shall continue to have a first right to lease the remaining approximately four (4) acres of the Additional Premises pursuant to the terms of the original Lease.

3. RENT: Effective as of the date this Amendment is fully executed by both Parties, the annual rental amount set forth in Section 3 of the Lease shall be increased by **One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00)**, which amount shall constitute additional rent attributable solely to the **six (6) acres of Additional Premises** leased pursuant to this Amendment. This rental increase is **separate from and in addition to** the rental obligations previously established under the Lease for the original **eight (8) acres** of ATTACHMENT A, which remain unchanged in amount and effect except as expressly modified herein.

Specifically, the rent for the original eight (8) acres shall remain at **Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) per year** through **December 31, 2025**, and shall increase to **Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year** effective **January 1, 2025**, in accordance with the Lease. The rental amount for the additional six (6) acres shall remain **One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00) per year**, commencing upon approval of this Amendment by the Board of County Commissioners and continuing through the remainder of the Lease term, subject to any future amendments.

For the remainder of calendar year 2025, annual rent shall be prorated for the additional six (6) acres based on the number of whole months remaining following approval by the Board of County Commissioners, at a monthly rate of **One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) per acre**, totaling **Ten Thousand Eight Hundred and 00/100 Dollars (\$10,800.00) per month**. This amount shall be added to the base rent of **Thirty-Six Thousand and 00/100 Dollars (\$36,000.00)** applicable to the original eight (8) acres.

Commencing **January 1, 2025**, the total aggregate annual rent due under the Lease, as amended by this Amendment, shall be **One Hundred Seventy-Seven Thousand Six Hundred and 00/100 Dollars (\$177,600.00)**, representing the sum of **Forty-Eight Thousand and 00/100 Dollars (\$48,000.00)** for the original eight (8) acres and **One Hundred Twenty-Nine Thousand Six Hundred and 00/100 Dollars (\$129,600.00)** for the additional six (6) acres.

4. USE OF LAND and ACCESS: The second sentence of Section 4 of the Lease is hereby deleted and replaced with the following:

The LESSEE will use the leased property to permit, design, construct, own and operate: the BRC, any expansion of the BRC, advanced biosolids technologies such as carbon sequestration by deep well injection, and any other biosolids or organics management process allowed under applicable laws and regulations.

5. REMAINDER: All other terms, conditions, and responsibilities of the Parties relating to the Lease, as amended, shall remain in full force and effect for the Term, unless otherwise modified by subsequent amendments to the Lease.

6. EFFECTIVE DATE: The effective date of this Amendment is the date upon which this Amendment is executed by both Parties.

7. CONTRACT TERM ALIGNMENT: For avoidance of doubt, the Parties acknowledge and agree that the Commercial Operations Date under the original Agreement was January 17, 2014; and that pursuant to Section 7.1 of the Agreement, Contract Year 1 commenced on January 1, 2015, and the initial twenty (20) Contract Year term shall therefore end on December 31, 2034; and finally that if both optional five (5) year extensions referenced in Section 7.1 are exercised by mutual agreement of the Parties, the final possible end date of the Lease and the Agreement would be December 31, 2044.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused the execution of this Amendment as of the date and year written below.

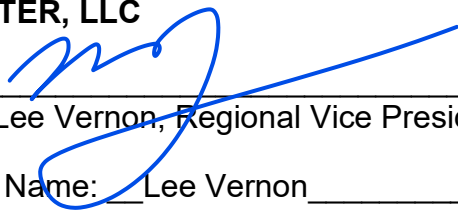
WITNESS #1

Signed By: _____

Print Name: _____

Date: _____

**CHARLOTTE COUNTY BIO-RECYCLING
CENTER, LLC**

By:  _____
Lee Vernon, Regional Vice President

Print Name: Lee Vernon _____

Title: Regional VP _____

Date: 9-22-25 _____

WITNESS #2

Signed By: _____

Print Name: _____

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____

Date: _____

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk to the Board
of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR24-1132 _____

Exhibit List:
ATTACHMENT A - Site Lease Agreement