

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the Clinton Industrial Authority of Custer County, Oklahoma, hereinafter referred to as "Lessor", and APB Material Logistics LLC hereinafter referred to as "Lessee", this 5<sup>th</sup> day of November, 2013.

For the consideration of \$1,500 per month or \$4,000.00 quarterly, Tenant does hereby rent the property owned by the Clinton Industrial Authority at 213 E. Hayes and described more particularly as:

The terms and conditions of the lease between the parties shall be as follows:

A tract of land lying in the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 14, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

Beginning at the Southeast corner of said NE/4 SE/4; thence North 89° 30'58" West along the South line of said NE/4 SE/4 a distance of 310.76 feet to a point; thence North 10° 08'41" East a distance of 388.64 feet to a point; thence South 79° 51'59" East a distance of 249.56 feet to a point on the East line of said NE/4 SE/4; thence South 00° 33'53" West along the East line of said NE/4 SE/4 a distance of 341.30 feet to the point of beginning. Containing 2.33 acres more or less, and being subject to easements and conveyances of record.

### Term.

1. This lease shall extend for a period of five (5) years beginning on December 1, 2013. The lease may be extended by Lessee upon the same terms and conditions, with a reasonable increase in rent, for successive periods of five (5) years each with sixty (60) days written notice to Lessor. Lessee may terminate the Lease at any time upon One Hundred Twenty (120) days written notice to Lessor.
2. Lessee agrees to indemnify Lessor against liability on all claims for damages and injuries to persons on the property, which result from the activities or omission of Lessee or its agents or its employees upon the demised premises during the term thereof.
3. Nothing in this lease shall be construed to prevent the Lessor from making such use of the leased premises as they may see fit, so long as such use in no way restricts, limits, or interferes with the operations of, and the use of the premises by Lessee.
4. All improvements and equipment placed on the leased premises by Lessee shall remain the property of the Lessee, and Lessee shall have the right to remove such property prior to the expiration of this lease, provided that the removal will not cause injury to the subject property.

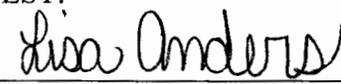
5. This agreement shall inure to the benefit of and shall be binding upon the heirs, legal representative, successors and assigns of the parties, provided that Lessee may not assign this lease without the permission of Lessor.
6. Tenant shall use best efforts to avoid damaging the property, ordinary wear and tear accepted. In spite of best efforts, should damage occur, outside of normal wear and tear, the tenant will indemnify the Lessor against any loss of any nature.
7. Tenant shall not make any alterations or additions or improvements in or to said premises without written consent of the Lessor.
8. Tenant is responsible for all utility services at the subject premises.
9. Upon default, Lessor shall have the right to terminate this lease and immediately reenter the property.

Witness the hands of the parties the day and date first above written.

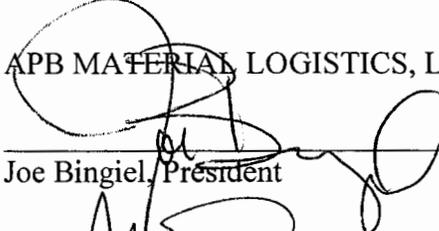
CLINTON INDUSTRIAL AUTHORITY

  
\_\_\_\_\_  
Seth Adams, Chairman

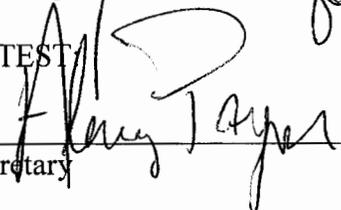
ATTEST:

  
\_\_\_\_\_  
Lisa Anders, Secretary

APB MATERIAL LOGISTICS, LLC

  
\_\_\_\_\_  
Joe Bingiel, President

ATTEST:

  
\_\_\_\_\_  
Secretary

## Lisa Anders

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**From:** Mark Skiles  
**Sent:** Friday, January 23, 2015 2:26 PM  
**To:** Lisa Anders  
**Subject:** Fwd: property lease

Sent from my iPhone

Begin forwarded message:

**From:** Joe Bingiel <[joe@trinitychemdiv.com](mailto:joe@trinitychemdiv.com)>  
**Date:** January 23, 2015 at 11:10:43 AM CST  
**To:** <[mark.skiles@clintonok.gov](mailto:mark.skiles@clintonok.gov)>  
**Subject:** property lease

Hi Mark,

Nice to speak with you again. As we discussed the lease is held on the property by APB Logistics, a company that ceased operation early last year. Trinity Reserve was going to have it do the transloading for us but EMS Green ended up transloading our product there. Without going into our detailed discussion, I do not think the site is appropriate for commercial use. There is also some major issues there that happened many decades ago.

However, in good faith we want to see about clearing the lease with the city. Trinity Reserve will provide a one time payment of \$10,000.00 to clear the lease with the city and this should allow you to go forward with Farmrail. Please let me know what the response from the city is on our offer.

**"With God all things are possible"**

**Trinity Reserve, Inc.**

**Joe Bingiel**

**President**

**817-403-6992**

[joe@trinitychemdiv.com](mailto:joe@trinitychemdiv.com)

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