

LICENSE AGREEMENT

THE PARTIES

- 1.0 This License Agreement (this "License") is entered into and effective as of January 13, 2022, between Bethlehem Authority, State of Pennsylvania ("Authority") and R&R Pipeline Construction and Repair, Inc (R&R).

DESCRIPTION OF PROPERTY

- 2.0 The licensed property is comprised of approximately two (2) acres located at 1455 Mountain Drive N, Bethlehem, PA 18015, as depicted in more detail in Exhibit A, attached hereto (the "Licensed Premises"). In the event Authority believes R&R to be outside the boundaries of the Licensed Premises, Authority shall provide written notice to R&R regarding such boundary line concern and R&R shall respond or cure such matter.

LICENSE TERM

- 3.0 This License is for a term of three (3) months beginning on the date first written above (the "Term"). Authority or R&R may terminate this License upon thirty (30) days' prior written notice to the other. Upon completion of the initial term, R&R can maintain the lease on a month to month basis moving forward.

OTHER EXPENSES

- 4.0 R&R shall pay Authority a fee in an amount equal to \$1,000.00 per month of the Term (the "Fee") not later than the fifth day of each month. If this License begins on a date other than the first day of the month, R&R shall pay Authority a pro-rated amount of the Fee upon execution of this License for the first month's Fee. Fee payments shall be made to Authority at the notice address provided in Section 7.2 hereof, or such other place or places as Authority may from time to time designate by written notice to R&R.

INDEMNIFICATION AND INSURANCE

- 5.0 R&R shall indemnify Authority and save Authority harmless from and against any and all liability, loss or damage Authority may suffer as a result of any claims, demands, costs, or judgments against Authority arising from or out of R&R use of, or R&R activities related to, the License.
- 5.1 R&R shall provide Authority with a Certificate of Insurance naming Authority as an additional insured on its general liability insurance policy with coverages for commercial general liability insurance of no less than a \$2,000,000.00 combined single limit.

USE OF LICENSED PREMISES, ABANDONMENT AND WASTE

- 6.0 The Licensed Premises will be used by R&R for the storage of materials for a UGI project along Rt 373, and for no other use.

- 6.1 R&R may not commit, or suffer to be committed, any unreasonable waste on the Licensed Premises, nor may R&R maintain, commit or permit the maintenance or commission or any nuisance on the Licensed Premises or use the Licensed Premises for any use not set forth in this Agreement.
- 6.2 R&R will not unreasonably alter or improve the Licensed Premises without Authority's prior written consent, which consent may be denied for any reason or no reason.
- 6.3 R&R, subject to the terms and provisions of this License, on payment of the Fee and observing, keeping and performing all the terms and provisions of this License on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold and enjoy the Licensed Premises during the Term hereof without hindrance or ejection by Authority and any persons lawfully claiming under Authority.

MISCELLANEOUS

- 7.0 Neither party may assign or transfer this License without the prior written consent of the other party; provided, however, that either party may assign or transfer this License to an affiliate or as part of a merger, change of control or sale of all or substantially all of such party's assets by providing the other party 30 days' prior written notice.
- 7.1 All notices under this License shall be in writing and shall be sent to the address set forth below. Authority and R&R shall have the right to modify such notice address by delivering at least seven (7) days prior written notice to the other party. All written notices shall be sent via a nationally recognized overnight courier or by mail, postage prepaid via certified mail, return receipt requested. All notices shall be deemed effective when delivered or when delivery is attempted, whichever is earlier.

If to Authority, to: Bethlehem Authority
10 East Church St., Room B311
Bethlehem, PA 18018
Attn: Stephen Repasch
srepasch@bethlehem-pa.gov
Phone: 610-865-7090

If to R&R, to: R&R Pipeline Construction and Repair, Inc.
5718 Westheime Road, Suite 920
Houston, TX 77057
Attn: Ryne Niemiec
Ryne.Niemiec@RandRpipeline.com
Phone: (724) 531-7716

- 7.2 IT IS THE INTENTION OF THE PARTIES HERETO THAT THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN THE VALIDITY AND PERFORMANCE OF THIS LICENSE. THE PARTIES SUBMIT TO THE JURISDICTION OF NORTHAMPTON COUNTY, PENNSYLVANIA WITH REGARD TO ANY DISPUTES RELATED TO THIS LICENSE.

- 7.3 This License may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument representing the agreement of the parties hereto. Delivery of an executed signature page to this License by electronic mail, portable document format (.pdf) or telecopier shall be effective as delivery of a manually executed signature of this License and such signature page shall be deemed an original copy.
- 7.4 Should any one or more of the provisions hereof be deemed to be illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom and shall not be affected hereby.
- 7.5 The parties hereto acknowledge and agree that they have been represented or have had the opportunity to be represented by counsel during the negotiation, execution and performance of this License and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. The language used in this License shall be deemed to be the language chosen by the parties hereto to express their mutual agreement, and this License shall not be deemed to have been prepared by any single party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

“Authority”

**Bethlehem Authority,
Commonwealth of Pennsylvania**

By: _____
Name: Stephen Repasch
Title: Executive Director

“R&R”

R&R Pipeline Construction and Repair Inc.

By: _____
Name: Ryne Niemiec
Title: Director of Pipeline Construction and Repair
Ryne Niemiec

Digitally signed by Ryne Niemiec
DN: C=US,
E=Ryne.Niemiec@randrpipeline.com,
O="R&R Pipeline Construction and
Repair, Inc.", CN=Ryne Niemiec
Date: 2022.01.11 14:15:15-06'00'

EXHIBIT A

The Licensed Premises is comprised of approximately two (2) acres located at 1455 Mountain Drive N, Bethlehem, PA 18015, as more accurately depicted in the image below:

