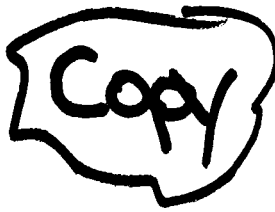




Norfolk Southern Corporation  
Real Estate Department  
1200 Peachtree Street NE  
Atlanta, Georgia 30309



**Elvina Huggins**  
Senior Property Services Agent  
My Direct Line is:  
Phone: (404)962-5742  
Fax: (404)653-3725  
E-mail: [elvina.huggins@nscorp.com](mailto:elvina.huggins@nscorp.com)

July 10, 2017  
Activity Number: 1237832

**UPS GROUND**

Mr. Richard Nolen  
NOLEN PRODUCTS, INC.  
912 Forsythe  
Knoxville, TN 37917

Re: **KNOXVILLE, Knox County, Tennessee** – Lease dated July 10, 2017 between NORFOLK SOUTHERN RAILWAY COMPANY and NOLEN PRODUCTS, INC. covering 11,410 square feet, more or less of property located at Milepost 6.30-CO. Cust. No. 3766 Billing ID(114195/16133)

Dear Mr. Nolen:

Enclosed is one fully executed original of the above referenced agreement for your file.

The Norfolk Southern Misc. Billing Department will issue an invoice in the amount of \$2,700.00 for the first annual rental effective February 4, 2018.

Thank you for your cooperation and if I may be of further assistance, please contact me at the telephone number shown above.

Sincerely,

  
Elvina Huggins



Activity Number 1237832

#### FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 10<sup>th</sup> day of July, 2017 by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Landlord") and NOLEN PRODUCTS, INC., a Tennessee corporation (the "Tenant").

#### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 5, 1989, as amended by instrument dated February 24, 2009 (as amended, the "Lease"), for real property located at Milepost 6.30-CO in Knoxville, Knox County, Tennessee, having an area of 11,410 square feet, more or less (the "Premises");

WHEREAS, Landlord and Tenant desire to modify the rental payable by Tenant under the Lease and to make certain other changes to the Lease as hereinafter stated.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended, and the parties hereto do agree as follows:

1. **Change of Purpose.** The Premises shall be used for the maintenance and removal for the storage of removal of construction materials, storage of propane tanks, dumpster in connection to the Tenant-owned construction materials business, and for no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

2. **Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the existing Tenant-Owned buildings, dumpster, and storage tanks (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.

3. **Storage Tanks Permitted on Premises.** Inasmuch as Tenant will be maintaining eight (8) above ground storage tanks on the Premises, hereinafter defined, Tenant agrees to comply with all regulations and requirements applicable to such tanks that exist or are promulgated under any federal, state or local statute or ordinance, including, but not limited to, the Resource Conservation and Recovery Act and any amendments thereto, if applicable. Such provisions include, but are not limited to, evidencing financial responsibility, corrosion protection, providing requisite notifications, testing of tanks for leaks, periodic monitoring of the tanks and adjacent soil to detect any leakage and the taking of necessary corrective action if a release from a tank occurs. The allowed tanks will be double walled, have adequate

secondary containment and overflow protection, and be equipped with a high level alarm. Tenant agrees to send a copy of any notification filed with any federal or state agency regarding the above ground tanks to Landlord and to notify Landlord, in writing, of any detected leakage of a tank within three (3) working days of discovery of the leakage, addressed to Landlord's System Director Environmental Protection, c/o Norfolk Southern Corporation, 110 Franklin Road, S.E., Roanoke, Virginia 24042-0013. In the event any leakage is detected from a tank, Tenant agrees to replace said tank immediately and remove and restore any soil or groundwater contaminated by said leakage. Tenant shall also prepare and maintain a Spill Prevention Control and Countermeasures Plan ("SPCC Plan") as required by 40 CFR §112 that is signed and sealed by a Professional Engineer and shall further provide a copy of such SPCC Plan to Landlord within 60 days of the date of this lease. Tenant shall provide a copy of any updated or amended SPCC Plan to Landlord within sixty (60) days of its update or amendment.

Tenant covenants and agrees that it will store in the tanks on the Premises only the approved products listed as Approved Chemicals in paragraph 2 of this Rider. Tenant further agrees to remove said tanks upon vacation of the property and remove and restore any contaminated soil and groundwater at that time. In addition, Tenant shall not install any underground or additional aboveground tanks or associated piping on said Premises without the express written consent of Landlord, to be obtained prior to installation, including consent to the proposed product to be stored in the tank. Tenant agrees it will comply with all laws and regulations applicable to the installation, maintenance and use of any additional Landlord-authorized storage tank. In the event any tank is ever installed pursuant to this paragraph 1, Tenant agrees to be responsible and indemnify Landlord to the same extent as provided in Paragraph 13 of the Lease for any other tank existing on the property, and will remove any and all tanks on vacation of the Premises in full accordance with state storage tank removal requirements.

Tenant agrees to store only propane products in the tanks on the Premises. Tenant shall have the right to maintain and use the existing Tenant-owned above ground storage tanks on the Premises, with the tank numbers, size, type and contents as follows:

<u>Tank</u>	<u>Weight</u>	<u>Type</u>	<u>Contents</u>
Eight (8)	20 pounds	aboveground	propane

Tenant shall be permitted to store certain agricultural chemicals, which may constitute Hazardous Materials, in said tanks on the Premises, provided such chemicals are included in the Landlord-approved list of petroleum and agricultural chemicals (referred to as "Approved Chemicals"). The list of Approved Chemicals is as follows:

Tenant may not cause or permit any Hazardous Materials or other chemicals that are not Approved Chemicals to be stored, handled, or brought upon the Premises without prior written approval of Landlord, in Landlord's sole discretion. If approved, such new allowed Hazardous Material or chemical will be deemed an Approved Chemical. All such storage in tanks shall be in accordance with all applicable Environmental Laws, including without limitation SPCC requirements.

4. **Adjustment of Base Rental.** Commencing on **February 4, 2018** (the "**Commencement Date**"), Tenant shall pay unto Landlord, without offset, abatement or demand, base rental in the amount of **TWO THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$2,700.00)** per annum, payable in advance. Commencing on the first anniversary of the Commencement Date and thereafter on each anniversary thereof during the term of the Lease, the amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor

Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of the Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The "**Adjustment Date**" shall mean the first anniversary of the Commencement Date and each anniversary thereof during the term of the Lease. The Index published nearest to the Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under the Lease at the Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

5. **Notice.** Any notice given pursuant to the Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) **Landlord:** c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12<sup>th</sup> Floor, Atlanta, Georgia 30309-3579 or at such other address as Landlord may designate in writing to Tenant.

(b) **Tenant:** Nolen Products, Inc., 912 Forsythe, Knoxville, Tennessee 37917, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

6. **Ratification; Successors and Assigns.** Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in duplicate, each part being an original, as of the day and year first above written.

Witness: As To Landlord

[Signature]  
Signature  
Name: Elvina Huggins

Witness: As To Landlord

[Signature]  
Signature  
Name: Laneta T. Costen

Witness: As To Tenant

[Signature]  
Signature  
Name: Brenda King

Witness: As To Tenant

[Signature]  
Signature  
Name: Ashley Elliott

**LANDLORD:**

**NORFOLK SOUTHERN RAILWAY COMPANY**  
a Virginia corporation

By: [Signature]  
Name: Andrew M. Vollmer  
Title: Real Estate Agent

Date of Landlord Signature: 7/10/17

[SEAL]

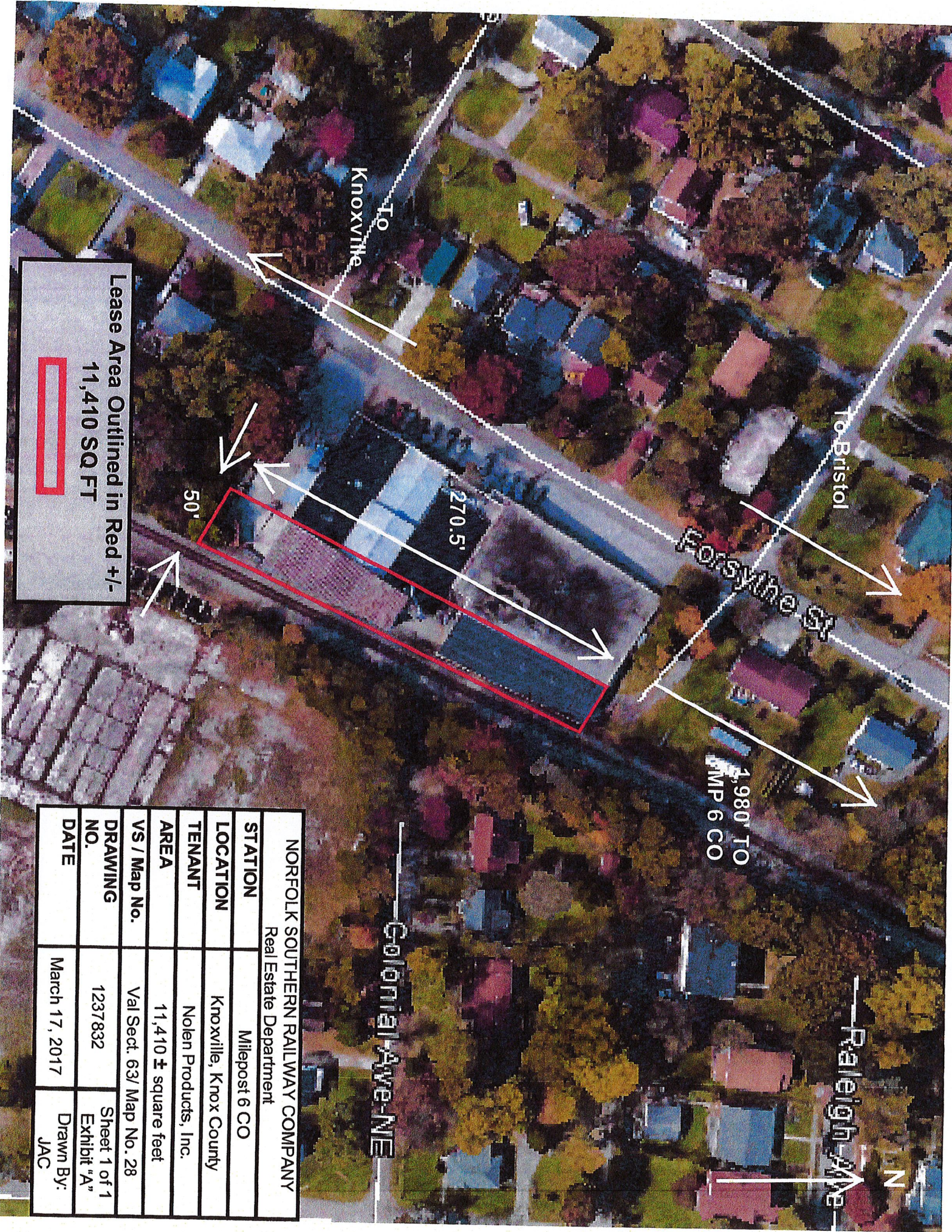
**TENANT:**

**NOLEN PRODUCTS, INC.**  
a Tennessee corporation

By: [Signature]  
Name: Richard L. Nolen  
Title: President

Date of Tenant Signature: 5/25/17

[SEAL]



Lease Area Outlined in Red +/-  
 11,410 SQ FT



NORFOLK SOUTHERN RAILWAY COMPANY	
Real Estate Department	
STATION	Milepost 6 CO
LOCATION	Knoxville, Knox County
TENANT	Nolen Products, Inc.
AREA	11,410 ± square feet
VS / Map No.	Val Sect: 63/ Map No. 28
DRAWING NO.	1237832
DATE	March 17, 2017
	Sheet 1 of 1 Exhibit "A"
	Drawn By: JAC

Colonial Ave NE

Raleigh Ave

4.980' TO  
MP 6 CO

270.5'

50'

To  
Knoxville

To Bristol

Colonial Ave

N

NORFOLK SOUTHERN RAILWAY COMPANY  
 BILLING  
 CHERRY TREE STREET NW  
 370308



NOLEN PRODUCTS INC.  
 PO BOX 3393  
 KNOXVILLE TN 37927-3393

Invoice	
Invoice Number	93019594
Date	January 3, 2023
Reference Number	ACT# 1237832
Sales Order	16133

RECEIVED  
 JAN 11 REC'D  
 2023

For questions, please contact:  
 Shonna Morgan  
 Telephone: 470 463 7794  
 Email: SHONNA.MORGAN@NSCORP.COM

Service Period(s): 02/04/2023 to 02/03/2024

Escalation Information:
Increase Type : CP3 - CP3 INDEX
Base Amount * ( Current Index / Base Index ) = Invoice Amount
2700.00 * ( 297.711 / 248.991 ) = 3,228.31

Item	Item Detail				
3	Material:	RECURRING AGREEMENT - LAND			
	Quantity:	1 EA			
	Prices:	Unit Price	3,228.31 USD per 1	EA	3,228.31
<b>Items total:</b>					<b>3,228.31</b>
<b>Final amount:</b>					<b>\$3,228.31</b>

ACTIVITY 1237832.  
 LEASE OF 11,410 SQUARE FEET OF PROPERTY LOCATED AT MILEPOST 6.30-CO IN KNOXVILLE, KNOX COUNTY, TN.

January, 2020 - 2759.10  
 January, 2021 - 3246.56  
 January, 2022 - 3014.00  
 January, 2023 - 3228.31

Write check - Norfolk Southern  
 Railway Company

3228.31 ✓

Date 1-30-2023

A/C 60700

Send to - Charlotte, NC address