

TRIPLE NET LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into effective the 1st day of August , 2024 by and between Vulcan Holdings, LLC with a mailing address of 450 Allied Drive, Nashville, TN 37211, hereinafter referred to as "Landlord" and Patrick Transportation Company, LLC with a mailing address of 5681 Bending Chestnut Road, Franklin, TN 37064 hereinafter collectively referred to as "Tenant."

WITNESSETH;

WHEREAS, Landlord is the owner of certain real property and improvements located at 1311 West College Street, Murfreesboro, TN 37129, and being a portion of Map/Parcel 091B-A-015.00 on the Rutherford County tax maps and being more particularly described on Exhibit A attached hereto (the "Property" or the "Premises"); and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and of the rents reserved and agreed to be paid hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Demise and Premises.

(a) Landlord, for and in consideration of the rents hereinafter reserved and agreed to be paid by Tenant and of the covenants, agreements, conditions and understandings to be performed and observed by Tenant, all as hereinafter set forth, hereby lets, leases and demises unto Tenant the Property, including the improvements thereon. The property leased herein is sometimes referred to as the "Premises" or the "Leased Premises" or the "Leased Property" or the "Property" and is described on Exhibit A attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the Lease Premises includes all yard space and warehouse space in its entirety.

2. Rent and Deposit.

(a) Base Rent. Tenant shall pay and Landlord shall accept Base Rent for the Premises herein leased during the first twelve months of the Lease term hereof in the amount of \$102,000 for the year payable monthly at Eight Thousand and Five Hundred Dollars (\$8,500.00) per month. The Base Rent shall increase for months 13-24 to Nine Thousand and Five Hundred Dollars (\$9,500) per month. The Base Rent shall increase for months 25-36 to Ten Thousand Dollars and Five Hundred Dollars (\$10,500) per month. The rents payable hereunder shall be due and payable in advance in equal monthly installments based on the annual rent in effect for such month on the first of each month. "Base Rent" as used herein shall refer to the minimum cash rentals payable hereunder excluding any excess rent and any other amounts which are a Tenant's responsibility. The first and final months' Base Rent is due upon execution of this Agreement, totaling \$19,000.

(b) Regardless of the commencement date, all Base Rent called for herein shall be due and payable monthly in advance on the first (1st) calendar day of each month during the term or any renewal term hereof. Any rent not paid within 10 days of the date same is due shall bear interest at the highest rate permitted by law until paid and Tenant agrees to pay a late charge of 1% per day of the amount past due for any rents not paid within 10 days of the date same is due.

3. Term.

This Lease shall extend for a term of thirty-six (36) months to commence on the date in which Landlord provides the right of access to Tenant to the Leases Premises or August 1, 2024, whichever occurs first. Landlord shall confirm in writing to Tenant the first and last day of the term upon commencement of the term.

4. Quiet Possession.

Landlord covenants with Tenant to keep Tenant in quiet possession of the Leased Premises during the term hereof, provided that Tenant keeps and performs all of the covenants, agreements, and understandings to be kept and performed by it, subject, however, to any exceptions, reservations, limitations, covenants and/or conditions to which reference is herein made. Tenant agrees that Landlord may grant or create easements or other encumbrances on or over the Premises as long as same do not unreasonably interfere with Tenant's use of the Premises for any extended period of time.

5. Taxes and Assessments.

(a) Tenant shall pay and indemnify Landlord against any taxes (including but not limited to property taxes, franchise taxes, or excise taxes, license fees, and special charges and assessments levied by any taxing authorities against property which Tenant owns and/or uses within, upon, or about the Leased Premises, or by reason of the conduct and operation of its business thereon, including, without limitation, any special assessments or charges for water and/or sewers.

(b) As additional rent hereunder, Tenant shall also pay any and all ad valorem real estate taxes on the Property and any personal property taxes assessable on any personal property located on the Premises.

6. Acceptance of Premises "As Is" and Maintenance and Repairs.

(a) The parties agree that the Premises is being leased to Tenant in its condition "as is" as of the commencement date of the lease and with all faults and without any warranty by Landlord as to the condition of the Premises or any portion thereof or the fitness of the Premises for any particular purpose. Tenant acknowledges that this lease is being executed prior to the commencement date hereunder and that Tenant nevertheless

agrees to accept the Premises in its "as is" condition at the time of the commencement of the term of this Lease and agrees and understands that Landlord makes no warranty, either at the current time or at the time of the commencement of this Lease, as to the condition of the Property and Tenant agrees that it is responsible under the terms of this Lease for any and all repairs and maintenance necessary to maintain the Premises in good condition.

(b) Tenant shall make and pay for any and all repairs or replacements to any and all portions of the interior and exterior of the Premises which are necessary to keep the same in a good state of repair or condition, such as, but not limited to, the roof and all structural members of the building, all fixtures, furnishings, lighting, air conditioning, plumbing, heating, electrical, parking lot, floors, walls, ventilation systems, and any and all other parts of the building or other portions of the Premises. Tenant shall also maintain the parking lot and the exterior of the Premises in a good, safe, and neat condition at all times.

(c) Landlord has the right, but not the obligation, to perform and provide certain maintenance and services pertaining to the entire building or area of which the Premises are a part, including, but not limited to, landscaping, trash removal, lawn maintenance, common area lighting, watering, paving maintenance, and snow removal. Tenant shall pay to Landlord as additional rent Landlord's expenses incurred for such services.

7. Alterations, Equipment and Fixtures.

Tenant may not alter or make improvements to the Premises without first obtaining the consent of Landlord, which consent may be withheld, conditioned, or delayed for commercially reasonable reasons only. Any and all improvements made to the Premises by Tenant shall be constructed and maintained in accordance with all applicable laws, codes, rules, requirements and regulations and shall be at Tenant's sole cost and expense. Any equipment or trade fixtures owned by Tenant and used on the Premises (other than structural components or building infrastructure replacement equipment added by Tenant such as doors, windows, plumbing, heating and air conditioning equipment, and sprinklers, all of which shall become a part of the Premises and remain with the Premises) may be removed at any time during the term of this Lease by Tenant provided, however that Tenant will repair any damage to the Premises as a result of such removal. Any additions or improvements made to the Premises except for equipment or trade fixtures owned by Tenant shall become a part of the Premises and shall remain with the Premises upon the termination of this Lease. Tenant will not suffer or permit any lien claims against the Premises and no such claims shall be permitted and Tenant agrees to hold harmless and indemnify Landlord as to any loss, cost or expense, including reasonable attorneys fees incurred by Landlord as a result of any such claim. Any such lien shall be bonded off within thirty days of its filing.

8. Care and Surrender of Premises; Survival of Obligations.

Tenant shall not commit any act or engage in any practice within, upon or about the

Premises which is contrary to any applicable law, rule, ordinance, or regulation, or which would cause injury or damage to any person or property, including the Premises, and shall use reasonable care and diligence to keep parking and service areas appurtenant thereto in a neat and orderly condition, free of rubbish, dirt, and other debris. Tenant further agrees that it shall commit no waste upon the Premises. Upon any termination or expiration of this Lease, Tenant shall surrender possession of the Premises in as good condition as at the commencement of the term hereof, or in as good condition as said Premises may be put during the term hereof ordinary and reasonable wear and tear excepted. In the event Tenant fails to deliver possession of the Premises to Landlord at the termination of the term hereunder, Tenant and Landlord agree that Tenant shall become a tenant at will and that rent during any such holding over shall be an amount equal the monthly rental in effect immediately prior to such holding over including the amount of any excess rent paid in the last month of the Lease. In no event shall Tenant's holding over be deemed to create any additional term of tenancy whether or not Landlord continues to accept rent from Tenant.

Any and all obligations or undertakings of Tenant hereunder shall survive termination of the Lease.

9. Insurance.

(a) Liability Insurance. Tenant shall, during the entire term hereof keep in full force and effect a policy or policies of public liability, personal and property damage insurance with respect to the Premises, in which the limits shall initially be not less than \$1,000,000 per person, \$1,000,000 per accident, and \$1,000,000 property damage. The policies shall name Landlord and any lender of Landlord (as well as any other party with an insurable interest in the Premises as may be requested by Landlord) as an insured party and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord (and any other insured party) thirty (30) days' prior written notice. The insurance shall be with a good and A rated insurance company licensed to do business in Tennessee the identity of which shall be subject to Landlord's reasonable approval, and a copy of the policy, or a certificate of insurance together with proof of premium payment, shall be delivered to Landlord initially and at each renewal thereof.

(b) Fire and Casualty Insurance. Tenant agrees to keep in full force and effect a policy or policies or broad form, all risk coverage insurance, including business interruption coverage, in amounts not less than one hundred percent (100%) of the reasonable reproduction or replacement value of the improvements on the Premises, determined annually, and with no reduction for depreciation, use, wear and tear. All proceeds shall either be held by Tenant in trust and utilized, to the extent necessary, for the purpose of reconstructing or repairing the Leasehold Improvements or paid over to Landlord as hereinafter set forth. With respect to damage or destruction of said Leasehold Improvements covered, in whole or in part, by insurance, it is agreed that the proceeds from such insurance which are paid to Tenant shall be used and applied exclusively for the purpose of making replacements, repairs, or improvements, and that if the proceeds which are paid to Tenant are insufficient therefor, Tenant will provide the deficiency, it being the

intent of the parties hereto that Tenant shall have the obligation to rebuild, reconstruct or replace the improvements damaged or destroyed by fire or other casualty with improvements of equal value, whether such casualty shall be insured or not insured against, and whether the proceeds of any such insurance are paid to Tenant. The policies shall name Landlord and any lender of Landlord (as well as any other party with an insurable interest in the Premises as may be requested by Landlord) as an insured party and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord (and any other insured party) thirty (30) days' prior written notice. The insurance shall be with a good and A rated insurance company licensed to do business in Tennessee the identity of which shall be subject to Landlord's reasonable approval, and a copy of the policy, or a certificate of insurance together with proof of premium payment, shall be delivered to Landlord initially and at each renewal thereof.

10. Common Area Maintenance Expenses. DELETED

11. Fire or Casualty.

If the building on the Premises shall be damaged in any way, in whole or in part, or rendered untenable by fire or other casualty Tenant shall restore the building to its original condition. Rent shall not abate or be reduced following any casualty loss or during any period of restoration. It shall be Tenant's responsibility to obtain business interruption insurance coverage to insure against any loss Tenant may suffer as a result of any casualty damage to the Premises as well as Tenant's inability to use all or any part of the Premises as a result of such casualty

12. Condemnation.

(a) Total Taking

If, during the term of this Lease or any extension or renewal thereof, all of the Premises shall be taken by any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or should be sold to the condemning authority under threat of condemnation, whether legal action has been commenced or not, this Lease will terminate as of the earlier of the date of possession of the Premises by the condemning authority or the date of the title transfer. Tenant shall have the right to prosecute its claim for an award based on its leasehold estate, the damage to its business and relocation expenses so long as Tenant's claim does not reduce Landlord's award for the value of the land and improvements so taken.

(b) Substantial Taking

If, during the term of this Lease or any extension or renewal thereof, a substantial part of the Premises, as defined in the immediately succeeding paragraph, shall be taken by any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or should be sold to the condemning authority under threat of

condemnation, whether legal action has been commenced or not, Tenant shall have the right (i) to terminate the Lease as of the earlier of the transfer of title or the date of the taking of possession by the condemning authority, in which event and unearned rent paid or credited will be refunded by Landlord to Tenant, or (ii) to continue the Lease in full force and effect with a reduced fixed rental commensurate with the reduced area and/or reduced utility of the Premises, in lieu of the amount of rent hereinabove provided, which reduced rental will become effective upon the earlier of the date of title transfer or the date of such taking. Tenant shall elect between these rights and give notice to Landlord of its election within sixty (60) days after the date when possession of the pertinent portion of the Premises is required by the condemning authority. In the event less than a substantial portion of the Premises is taken by the condemning authority, the Lease shall continue and the rent shall be reduced as in (ii) above.

(c) Substantial Portion Defined.

A "substantial portion", as used in the immediately preceding paragraph, is defined to be any of the following: (i) any part of the Building; (ii) ten percent (10%) or more of the parking area; (iii) ten percent (10%) or more of the Land; (iv) loss through the taking or condemnation of direct access from the Premises to any adjacent street or highway; or (v) a portion of land or improvements the absence of which would have a substantial adverse impact on Tenant's business conducted on or from the Premises.

(d) Separate Claims

Termination of the Lease because of condemnation shall be without prejudice to the rights of either Landlord or Tenant to recover from the taking authority compensation and damages for the injury and loss sustained by them as a result of such taking and Tenant shall have the right to make a separate claim against the condemning authority for loss of profits or damage to its business by the taking or condemnation.

13. Entry by Landlord.

Landlord, its agents and/or representatives, may, at any reasonable time, during Tenant's business hours enter the Leased Premises for the purpose of inspecting the same or during the final ninety (90) days of the term hereof for the purpose of showing same to new prospective tenants; provided, however, that in so doing, Landlord, its agents or representatives, shall endeavor to avoid interfering with the use and/or occupancy of the Premises by Tenant.

14. Utilities and Service.

Tenant shall pay, when due, all charges for gas, water, electricity and any and all other utility services used upon the Premises by or for Tenant, including, without limitation, all tap, connection and/or meter fees and deposits.

15. Assignment and Subletting.

Tenant shall not be permitted to assign this Lease or to sublet all or any portion of the Leased Premises or of the improvements located thereon without the prior written consent of Landlord. In the event of an assignment or sublease, Tenant shall remain fully liable for all of Tenant's obligations under this Lease. Tenant shall be allowed to assign or sublet all or any portion of the Leased Premises to an affiliated entity although Tenant shall remain fully liable for all of Tenant's obligations under the lease in the event of such assignment or sublease. For the purpose of this provision, any transfer of a majority or controlling interest in Lessee (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Lessee's assets or otherwise, or by operation of law, shall be deemed an assignment of this Agreement.

16. Default.

(a) In the event that Tenant fails to pay, within ten (10) days after written notice to Tenant, any of the rentals provided for herein, or fails to observe or violates any of the other terms, conditions or understandings hereof to be observed or performed by it, within thirty (30) days after written notice thereof to Tenant, then and in any such event, Landlord, at its option, may terminate this Lease and may reenter the Leased Premises and retake possession thereof and relet the Premises at the best rental reasonably obtainable, and notwithstanding such termination, Tenant shall remain fully liable for the deficiency, if any, between Tenant's rental herein specified and any net rental received by Landlord on any such reletting, less any and all expenses incurred in reletting the Premises, including without limitation lease commission, tenant buildout or improvements, advertising, and attorneys fees, and/or Landlord may pursue any other legal or equitable remedy to which Landlord may be entitled. In the event of Tenant's default, all the rentals due hereunder shall become immediately due and payable and Landlord shall be entitled to bring suit for all such amounts upon default subject to Landlord's duty to mitigate damages.

(b) It is further understood and agreed that if Tenant shall be adjudged bankrupt or insolvent under the laws of the United States or of any state, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed for Tenant, Landlord may, at its option, declare the term of this Lease at an end and shall be entitled to immediate possession of the Leased Premises. Nothing in this paragraph, however, shall be construed as a waiver of any of Landlord's rights in connection with any such bankruptcy or insolvency proceeding.

17. Waiver.

The failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions, or understandings herein set forth, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver of the same or of any other term, condition, understanding, or option.

18. Notices to Tenant. Any notice required or permitted to be given to Tenant pursuant to the terms hereof shall be deemed to be properly given if sent registered or certified mail, return receipt requested, with proper postage affixed, addressed to Tenant at the address set forth in the preamble of this Lease or such other address or addresses as Tenant may from time to time hereafter furnish to Landlord in writing.

19. Notices to Landlord.

The rental herein reserved unto Landlord shall be paid at and any notice required or permitted to be given to Landlord at the address set forth in the preamble of this Lease or such other address or addresses as Landlord may from time to time hereafter furnish to Tenant in writing.

20. Attorney's Fees.

If it shall become necessary for either party hereto to place this Lease in the hands of an attorney for enforcement of any provision herein set forth or for the purpose of settling any dispute hereunder, the prevailing party therein shall be entitled to reimbursement by the other party hereto for all costs, expenses, and attorney's fees incurred by the prevailing party in connection therewith.

21. Entire Agreement and Amendments.

This Lease and the exhibits hereto contain the entire agreement between the parties hereto, and no representations, inducements, promises or agreements, oral or written, made or entered into prior to the execution hereof, will alter the covenants, agreements and understandings herein set forth. No amendment hereto or modification hereof shall be valid or binding unless in writing and signed by the party sought to be charged therewith.

22. Parties Bound.

The covenants, agreements, conditions and understandings herein contained will, subject to the provisions hereof with respect to assignment and sub-letting, bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, representatives, successors, and assigns.

23. Recordation.

It is agreed by and between the parties hereto that there may be executed simultaneously herewith a short or abbreviated lease or memorandum lease, incorporating therein by reference to this Lease the detailed terms and conditions hereof, for recordation in the Office of the Register of Deeds for Rutherford County, Tennessee.

24. Indemnification and Subrogation.

(a) Subject to 24 (b) below, Tenant will, in all events, indemnify Landlord and save Landlord harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with the loss of life, personal injury and/or damage to property proximately caused by the negligence or intentional misconduct of Tenant, its agents, employees, invitees, its servants, or otherwise arising out of any occurrence on or about the Premises during the term hereof or any renewal. In the event Landlord shall be made a party to any litigation in connection with the Premises, Tenant shall protect and hold Landlord harmless and pay all costs, expenses and reasonable attorney's fees paid or incurred by Landlord in connection with such litigation.

(b) In the event the insurance policies to maintained hereunder provide for a waiver of rights of subrogation, Landlord and Tenant each hereby waive all rights of recovery and causes of action which each has or may have or which may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to premises, property or business caused by any perils covered by broad form, all risk coverage insurance, or building, contents, and business interruption insurance, or for which Landlord or Tenant, as the case may be, may be reimbursed as a result of insurance coverage regarding any loss suffered by it.

25. Time.

Time is of the essence of this Lease and of all provisions herein contained.

26. Use of Pronouns.

Any pronoun used herein shall include the masculine, feminine and neuter genders, and the singular shall include the plural and the plural, the singular, as required by the context.

27. Liens. Tenant shall neither cause nor permit the lease Premises to become encumbered with any lien or other encumbrance of any nature whatsoever and Landlord hereby expressly disclaims any liability of any nature whatsoever for any such liens, claims or encumbrances.

28. Severability.

If any provision hereof shall be bound to be illegal, void or unenforceable, this Lease shall be construed as if said provision were not herein contained, so as to give full force and effect, as nearly as possible, to the original intent of the parties hereto.

29. Captions.

The captions or paragraph headings used herein are for convenience and reference purposes only and shall in no event be deemed to in any manner add to or affect the

subject matter thereof.

30. Disclaimer of Joint Venture.

Nothing herein contained shall be deemed to create any partnership or joint venture between the parties hereto, and the relationship of the parties shall be solely that of Landlord and Tenant.

31. Brokers. DELETED

32. Estoppel Certificate and Tenant's Financial Information. Each party agrees at any time from time to time as may be requested by the other party, upon not less than twenty (20) days prior notice, to execute and deliver to the other a statement certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications) and whether any options granted to Tenant pursuant to the provisions of this Lease have been exercised, (b) certifying the dates to which rentals have been paid and the amounts thereof, and stating whether or not to the best knowledge of the signer, the other party has received a notice of default in the performance of any of its obligations under the lease, and if so specifying each such default notice which the signer may have knowledge, it being understood that such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing. In addition, prior to the commencement of the Lease term hereunder and during the Lease term, whenever requested by Landlord, Tenant agrees to provide to Landlord Tenant's most recent financial statements prepared in accordance with generally accepted accounting principals which have either been audited, reviewed or compiled by a public accounting firm including balance sheet, income statement and changes in cash positions as well as notes thereto. Landlord may use such financial information for the sole purpose of providing same to a lender or proposed lenders in connection with the financing of the Property. Tenant represents and warrants that these financial statements are true and correct in all material respects.

33. Subordination and Attornment. Subject to Tenant's rights of quiet possession, this Lease and all rights of Tenant hereunder, are and shall be subject and subordinate in all respect to all present and future deeds of trust which may now or hereafter affect the Property, whether or not such deeds of trust shall also cover other property. Such subordination shall be applicable to each and every advance previously or hereafter made under any such deed of trust or the indebtedness secured thereby, and to all renewals, modifications, replacements, extensions of any and all such deeds of trust and indebtedness secured thereby. This Section shall be self operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord, or Landlord's lender may reasonably require to evidence such subordination; and if Tenant fails to execute, acknowledge, and deliver any such instrument within twenty (20) days after request, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney

in fact, coupled with an interest to execute, acknowledge and deliver any such instruments for and on behalf of Tenant, provided Tenant's rights under this Lease at law or equity shall not be changed thereby.

34. Hazardous Substances and Compliance with Laws.

(a) The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(b) Tenant shall not cause or permit to occur, any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or

(c) Tenant shall not use, generate, release, manufacture, refine, produce, process, store, or dispose of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance except as specifically disclosed in this Lease.

(d) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(e) Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the laws.

(f) Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other releases of Hazardous Substances that occurs either during the term of this Lease or which occurred prior to the commencement of this Lease, at or from the Premises, and which arises at any time either from Tenant's use or occupancy of the Premises, or from the prior use and occupancy of the Premises by any gas station operator prior to Tenant, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans.

(g) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Paragraph (g) within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to

determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph (g).

(h) Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorney's and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs either during the term of this Lease or which occurred prior to the commencement of this Lease, at or from the Premises, and which arises at any time either from Tenant's use or occupancy of the Premises, or from the prior use and occupancy of the Premises by any gas station operator prior to Tenant, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

(i) Tenant agrees to conduct all its operations and business on the Premises in accordance with all existing or future laws, rules and regulations applicable to Tenant's operations. Tenant also agrees to make any and all improvements to the Premises as may be required in order to comply with any applicable law, rule or regulation. Without limiting the foregoing, Tenant agrees that all its operations as presently conducted at its existing facility and as will be conducted on the Premises will be conducted in strict accordance with any and all applicable environmental laws, rules, and regulations.

35. Counterparts. This Lease may be signed electronically and in multiple counterparts which may be combined and shall be considered one and the same document. Electronic and PDF versions of this Lease shall be considered originals.

[SIGNATURES ON NEXT PAGE]

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

LANDLORD:


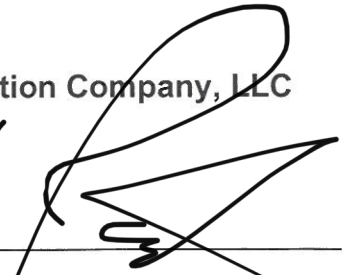
Vulcan Holdings, LLC

By: 
Chris Francescon

Title: Pres.

TENANT:

Patrick Transportation Company, LLC

By:  
Keith Patrick

Title: Owner

EXHIBIT A