

LEASE

THIS LEASE (the "Lease") is made as of the 30th day of November, 2020, between **ELLIE LLC**, a Tennessee limited liability company, more fully identified in Section 1.1 as landlord (the "Landlord"), and **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.**, a Delaware corporation, more fully identified in Section 1.2, as tenant (the "Tenant"). (The "Effective Date" shall mean the last date this Lease is fully signed and delivered as set forth on the signature page of this Lease.) (As used herein, Landlord and Tenant are sometimes referred to individually as a "Party" and collectively as the "Parties" and American Builders & Contractors Supply Co., Inc. is sometimes referred to as "ABC Supply" and L&W Supply Corporation is sometimes referred to as "L&W Supply".)

Demise. In consideration of the undertakings of the Parties contained herein, Landlord leases to Tenant, and Tenant leases from Landlord, the premises described in Sections 1.3 and 2 (the "Premises"), on the following terms and conditions:

1. **Basic Lease Provisions:** This Section contains or refers to certain basic provisions of this Lease (the "Basic Lease Provisions"). Other Sections of this Lease explain, define and are to be read in conjunction with the Basic Lease Provisions.

- 1.1 **Landlord:** Ellie, LLC
591 Lexington Club Ct., #201
Memphis, TN 38117
Attn.: Jeff Pelts
Phone: 901-573-2794
Cell: 901-573-2794
Email: jdpelts1@gmail.com
- 1.2 **Tenant:** AMERICAN BUILDERS & CONTRACTORS SUPPLY
CO., INC.
c/o American Builders & Contractors Supply Co.
ATTN: Real Estate Leasing Manager
One ABC Parkway
Beloit, WI 53511
PHONE: (608) 368-2416
FAX#: (608) 363-0416
Email: Sue.Christensen@abcsupply.com

1.3 **Premises:** (See Section 2):

- (a) **Address:** 2901 Convair Rd.
Memphis, TN
- (b) A legal description of real property is attached hereto as **Exhibit "A"** (the "**Property**").
- (c) **Physical Description:** 21,340 square feet of office, showroom and warehouse space in a building (the "**Building**") and paved outside storage area ("the "**Yard**") as so labeled on the site plan attached hereto as **Exhibit "B"** (the "**Site Plan**"), which includes Tenant's outdoor yard. The Building is situated on a site of approximately 1.5 acres of land constituting the Property as shown on the Site Plan. The Site Plan also shows green areas, the Yard and paved parking.
- (d) **Use; Tenant Exclusive:** Tenant's use of the Premises shall be as a building products distribution warehouse with an office and showroom for display, sales and administration, and with outdoor yard and storage for Tenant's vehicles, inventory and products, for continuous operations 24/7 on all days of the year, if necessary, as determined by Tenant in its sole discretion. Landlord agrees that during the Term of this Lease (as defined in Section 3.3 below), Landlord shall not lease or consent to an assignment or sublease of space on the Property to a person or entity engaged in a business that is in direct competition with (i) ABC Supply in the sale of exterior building products including but not limited to: stucco, EIFS, commercial and residential roofing materials and accessories, windows, gutters and other rain carrying products, or (ii) L&W Supply Corporation in the sale of interior building products including but not limited to: drywall, steel studs, acoustical ceilings and grid and building insulation.
- (e) **Tenant's Proportionate Share** of the Buildings: 100%.

1.4 **Term:**

- (a) **Primary Term** (See Section 3.1): Two (2) years beginning on December 1, 2020, provided Tenant has obtained a business license sufficient to permit Tenant to occupy the Building and operate its business therein for the use specified in Section 1.3(d) above (the "**Commencement Date**") and ending on November 30, 2022 (the "**Expiration Date**").
- (b) **Option to Extend** (See Section 3.2):
 - (i) **Extension Term:** Tenant has one option to extend the Term, for one (1) year from December 1, 2022 – November 30, 2023
 - (ii) **Exercise Date(s):** Ninety (90) days prior to the expiration of the Primary Term on or before August 31, 2022

1.5 **Base Rent:**

- (a) **Primary Term (See Section 4):** Base Rent at the annual rates shall be paid in monthly Installments as provided below.

Lease Year	Monthly Rent
12/1/20-11/30/21	\$5,000.00
12/1/21-11/30/22	\$5,250.00

- (b) **Security Deposit (if any):** None
- (c) **Options to Extend** (See Section 4.2): Base Rent during the Extension Term shall be paid in monthly installments of \$5,500.00.
- (d) **Additional Rent:** See Sections 5 and 13.1.

1.6 **Rent Commencement Date** (See Section 4): December 1, 2020.

1.7 **Tenant Possession Date** (See Section 7): Possession of the Premises shall be delivered by Landlord to Tenant on December 1, 2020.

1.8 **Casualty Insurance** (See Section 13.1): Landlord shall carry casualty insurance pursuant to Section 13.1 below, and Tenant shall reimburse Landlord for the premiums for such insurance as provided in Section 13.1

1.9 **Liability Insurance** (See Section 13.2): Tenant shall be responsible to procure and maintain liability insurance in the following amounts and as further provided in Section 13.2 below:

- (a) Bodily Injury: \$1,000,000 per occurrence and \$2,000,000 aggregate
- (b) Property Damage: \$250,000

1.10 **Broker**: None.

1.11 **Exhibits**: There Exhibits are attached to this Lease and are hereby incorporated by reference:

Exhibit "A"	Legal Description
Exhibit "B"	Site Plan
Exhibit "B-1"	Aerial Picture of the Building
Exhibit "C"	<i>Intentionally Omitted</i>
Exhibit "D"	<i>Intentionally Omitted</i>
Exhibit "E"	Landlord Waiver and Consent
Exhibit "F"	Non-Disturbance, Attornment and Subordination Agreement
Exhibit "G"	Form of Memorandum of Lease
Exhibit "H"	Property Condition Assessment
Exhibit "I"	Form of Landlord W-9
Exhibit "J"	<i>Intentionally Omitted</i>

2. **Premises**: During the Term of this Lease (as defined in Section 3.3), the "**Premises**" shall mean and consist of the Building together with all of the balance of the Property, including, without limitation, the Yard and the paved and green areas shown on the Site Plan. Tenant shall have exclusive use of the Premises.

3. **Term**:

3.1 **Primary Term**: The primary term of this Lease shall be for the period specified in Section 1.4 (the "**Primary Term**") unless this Lease shall be earlier terminated as hereinafter provided.

3.2 **Extension Term**: Tenant shall have the right and option to extend the Primary Term for extension term as set forth in Section 1.4 (the "**Extension Term**"), upon the same terms and conditions of this Lease, except as otherwise provided in Section 1.5. Tenant shall deliver to Landlord notice of its election so to extend the Primary Term on or before the respective Exercise Dates set forth in Section 1.4.

3.3 Term of this Lease: The Primary Term and all Extension Terms elected by Tenant sometimes shall be referred to collectively hereinafter as the "**Term of this Lease**" or the "**Term**".

3.4 Intentionally Deleted.

4. **Rent:**

4.1 Manner of Payment: During the Term of this Lease beginning on the Rent Commencement Date, Tenant shall pay base rent to Landlord at the address set forth in Section 1.1, or at such other address as Landlord may designate in writing at any time or from time to time, in monthly installments as set forth in Section 1.5 (the "**Rent**"). Such monthly installments of Rent shall be payable in advance on or before the Rent Commencement Date as set forth in Section 1.6 (the "**Rent Commencement Date**") and on or before the fifth business day of each calendar month thereafter. Rent for partial months at the inception or the termination of the Lease shall be prorated.

4.2 Option Terms Rent: The rent to be paid during the Extension Term, if elected, shall be in the amount as set forth in Section 1.5(c).

5. **Real Estate Taxes and Assessments:**

5.1 Payment: During the Term of this Lease, Tenant shall reimburse Landlord, within thirty (30) days of receipt or the invoice for the real estate tax bill, Tenant's Proportionate Share as identified in Section 1.3(e) (the "**Tenant's Proportionate Share**") of all real estate taxes and assessments, general and special, against the Premises ("**Taxes and Assessments**") accruing and due and payable for the Premises during the Term of this Lease. Tenant shall not be responsible for any penalties or interest charges caused by Landlord's delay in remitting the tax bill to Tenant. The foregoing notwithstanding, Tenant shall only be responsible for the payment of any assessments, general or specific, so long as such assessments are calculated over the longest period permitted by law, in which case Tenant shall be responsible for paying those payments falling due within the Term of the Lease. In no event shall Tenant be responsible for paying any share of: (a) any increase in taxes attributable to a reassessment of the Premises as a result of improvements by Landlord with respect to a portion of the Premises not including the Premises or Landlord's sale or transfer of the Premises (or any interest therein) during the Term of this Lease; or (b) any income, franchise, estate, inheritance or other taxes.

5.2 Right to Contest: During the Term of this Lease, Tenant may initiate proceedings to contest the Taxes and Assessments. If required by law, Landlord shall join in any such proceedings initiated by Tenant, provided that Tenant shall pay all costs and expenses, charges, interest and penalties in connection therewith, including reasonable costs and expenses incurred by Landlord. Tenant shall continue to pay all Taxes and Assessments during the pendency of any such proceedings. Upon conclusion of such proceedings, Tenant shall be entitled to credit for Tenant's

Proportionate Share of any Taxes and Assessments refunded to Landlord as a result of any such proceedings.

6. **Utilities:** During the Term of this Lease, Tenant shall pay for all utility services consumed by Tenant upon the Premises, including without limitation gas and electricity, sanitary and storm sewer, water and telephone services. Landlord represents that all utilities shall be separately metered, at no cost or expense to Tenant, as of the Effective Date for the Building. To the extent that any utility services supplied to the Premises are billed directly to Landlord, Tenant shall reimburse Landlord, within thirty (30) days after Landlord's delivery to Tenant of an invoice therefor, for that portion of such utility services which is attributable directly to Tenant's use of the particular utility service. If Landlord and Tenant fail to agree as to the appropriate method for determining such portion, then Landlord, at its sole cost and expense, shall effect the separate metering of all utility services supplied to the Premises.

7. **Intentionally Deleted.**

8. **Possession of Premises:**

8.1 **Delivery of Possession; Condition:** Landlord shall deliver possession of the Building and all Mechanical and Utility Systems (as defined in Section 11.1(b)) serving such building, together with the balance of the Property to Tenant on the Tenant Possession Date. When so delivered, the Premises and each part thereof shall be in broom-swept, tenantable condition with all Mechanical and Utility Systems in "turn-key" condition ready for performance by Tenant of Tenant's Improvement Work (as hereinafter defined). Time shall be of the essence with respect to the delivery of possession to Tenant in such condition.

8.2 **Tenant's Right of Entry:** Tenant, at its sole cost and expense, shall have the right upon the Tenant Possession Date, to enter upon the Premises to perform certain work, including without limitation Tenant's Improvement Work, if any, and the installation of trade fixtures and personal property such as, without limitation, the equipment more particularly described in Section 10, but Tenant shall not be obligated to pay any Rent or other amount to Landlord prior to the Rent Commencement Date.

8.3 **Inspection:** Prior to the Effective Date Tenant conducted an inspection of the Premises in order to take dated photos of the Premises and document identified deficiencies therein in order to establish the baseline condition of the Premises, which Property Condition Assessment is attached hereto as **Exhibit "H"**. The parties agree that the condition of the Property upon the delivery of possession thereto to Tenant will be as set forth on **Exhibit "H"**.

9. **Tenant Improvements:** Tenant, at its sole cost and expense, shall have the right but shall not be obligated prior to and during the Term of this Lease to improve, alter and renovate the Premises in any manner which Tenant deems necessary or desirable to make the same fit and suitable

for the conduct of its business operations (the “**Tenant's Improvement Work**”). Tenant shall perform all work described in this Section according to the standards set forth in Section 18.1(b). Unless otherwise agreed in writing by the Parties and subject to Section 10 below, any improvements, alterations and renovations to the Premises by Tenant pursuant to this Section shall remain on the Premises upon the expiration or earlier termination of this Lease.

10. Trade Fixtures; Personal Property: Tenant, at its sole cost and expense, shall have the right, without Landlord's consent, but shall not be obligated during the Term of this Lease to install, use, replace, substitute and remove its trade fixtures and personal property such as, without limitation, telephone, teletype, data systems, alarm systems, and other equipment, machinery, conveyor systems, racking, task lights, office furniture, and office trailers. Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall have the right to remove its trade fixtures and personal property from the Premises, provided that Tenant shall repair all damage to the Premises resulting from such removal.

11. Maintenance and Repairs by Landlord:

11.1 **General Requirements:** Landlord, at its sole cost and expense and without any chargeback to Tenant, shall perform during the Term of this Lease in accordance with the standards set forth in Section 18.1(a), all necessary maintenance, repairs and replacement with respect to the structure and the exterior of the Building, including, without limitation, structural walls, the roof and roof membranes and structure, exterior walls, interior floors, fire protection sprinkler system, interior concrete slab, foundations, supports, roof vents, drains, and downspouts, site drainage, storm sewers and underground utilities, and all exterior paved surfaces on the Property.

Landlord also shall deliver the Building on the Effective Date with all mechanical and utility systems situated on or serving the Building, including, without limitation, heating, ventilating, air conditioning, lighting, electrical, plumbing, gas, water supply, sanitary sewers and septic systems, storm sewers and storm water drainage systems (sometimes collectively referred to herein as the “**Mechanical and Utility Systems**”) in good working order, and free of any defects on the Tenant Possession Date.

11.2 **Timely Performance:** In the event of an emergency (defined as any condition other than damage or destruction described in Section 14 or eminent domain described in Section 16 which impairs Tenant's ability to use and occupy the Premises for the conduct of its business operations) and Landlord's failure to perform promptly any of Landlord's maintenance and repair obligations as described in Section 11.1, or in the event of no emergency and Landlord's failure to perform such maintenance and repair obligations within fifteen (15) days after Tenant's delivery to Landlord of notice of the need for any such maintenance or repairs, Tenant shall have the rights and remedies to which Tenant may be entitled under Section 17, which section shall be applied in the event of emergency without the further notice and cure provisions set forth therein.

12. Maintenance and Repairs by Tenant: Tenant, at its sole cost and expense, during the Term of this Lease shall keep the interior of the Premises in a clean and orderly condition and, shall perform: (i) any maintenance and repairs to the Premises occasioned by the negligence or misconduct of Tenant or its invitees and licensees, and (ii) maintenance of the yard area and perform all required maintenance to windows, pedestrian and overhead doors, if any, and all routine maintenance to the Mechanical and Utility Systems; and (iii) all other maintenance and repairs not the express responsibility of Landlord hereunder, which Tenant reasonably deems necessary. The foregoing notwithstanding, Tenant shall not be obligated to perform any maintenance or repairs to the extent covered by any warranty of Landlord or Landlord's contractors, if any.

13. Insurance:

13.1 Casualty Insurance: At all times during the Lease Term, Landlord shall cause the Premises to be fully and adequately insured with a customary policy of fire and extended coverage insurance (including flooding if available and legally required, vandalism, malicious mischief and special extended perils or all risk) in an amount not less than the full replacement cost of the Premises, with a standard inflation guard endorsement or, in the event the parties have agreed upon a fixed amount of insurance, with a fixed amount endorsement. During the Lease Term, Tenant shall pay, within thirty (30) days of receipt of the invoice from Landlord, Tenant's Proportionate Share of all casualty insurance premiums paid by Landlord for the Premises.

13.2 Tenant's Liability Insurance: During the Lease Term, Tenant will, at its expense, maintain (a) workers' compensation insurance in an amount required by applicable law; and (b) commercial general liability insurance for bodily injury to, or personal injury to, or death of any person, or more than one (1) person, or for damage to personal property, and such insurance shall be on an occurrence basis providing coverage in an amount not less than One Million Dollars (\$1,000,000.00) single limit per occurrence with an annual aggregate of notices not less than Two Million Dollars (\$2,000,000.00). Such insurance shall contain an endorsement, reasonably approved by Landlord, naming Landlord, its agents, employees and lender as additional insureds, as their interest may appear with regard to the Premises.

13.3 Proof of Insurance: All insurance required of Tenant under this Section 13 shall be issued by carriers who are duly licensed or admitted to transact business in the State in which the Premises is located and reasonably acceptable to Landlord. All of the aforesaid insurance shall be underwritten by insurance companies rated A- VI or better by A.M. Best. Tenant shall not do or permit to be done anything which invalidates the required insurance policies. Tenant's insurance required herein shall provide (i) that it shall not be subject to cancellation for non-payment of the premium or non-renewal except after endeavoring to give at least ten (10) days' prior written notice to Landlord, and (ii) that it shall not be cancelled for any other reason except after endeavoring to give at least sixty (60) days' prior written notice to Landlord. Certificates evidencing Tenant's insurance policies (satisfactory to Landlord), shall be deposited with Landlord prior to Tenant's possession of Premises and renewals of such policies shall be deposited with Landlord not less than

ten (10) days prior to the end of the then expiring term of such coverage. Tenant shall not do or permit to be done anything that invalidates the required insurance policies.

13.4 Tenant's Personal Property: Tenant shall bear the risk of any and all damage to Tenant's personal property, including but not limited to, the contents, trade fixtures, machinery, equipment, furniture and furnishings it places in the Premises. Tenant agrees that Landlord shall have no liability with respect thereto. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems, or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain or other substances leaking, issuing or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or by anything done or omitted to be done by any tenant, occupant or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

13.5 Mutual Waiver of Subrogation: Nothing in this Lease shall be construed so as to authorize or permit any insurer of Landlord or Tenant to be subrogated to any right of Landlord or Tenant against the other party arising under this Lease. Landlord and Tenant each hereby release the other to the extent of any perils to be insured against under Section 13.1 of this Lease only, whether or not such insurance has actually been secured, and to the extent of insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party. All insurance policies to be provided under Section 13.1 by either Landlord or Tenant shall contain a provision that they are not invalidated by the foregoing waiver.

14. Damage or Destruction:

14.1 Repair and Restoration: In the event that the Premises shall be damaged or destroyed by fire, explosion or other casualty, or by any risk required to be insured against pursuant to Section 13.1 or at law, Tenant promptly shall deliver to Landlord notice thereof. Unless terminated pursuant to Section 14.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, but with the right to use insurance proceeds to the extent of Landlord's interest therein, shall exercise good faith and diligent efforts promptly to repair the damage or destruction and restore the Premises to substantially that condition existing immediately prior to such damage or destruction. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the date of the damage or destruction in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

14.2 **Rights of Termination:** Landlord's and Tenant's respective rights to terminate this Lease upon the occurrence of certain damage or destruction shall be governed as follows:

(a) If the Premises shall be damaged or destroyed to the extent of more than sixty percent (60%) of the full replacement cost thereof, then either Landlord or Tenant may elect to terminate this Lease by delivery of notice to the other within thirty (30) days after the date Landlord or Tenant first learned of such damage or destruction; or

(b) If repair and restoration of any such damage or destruction cannot reasonably be completed within one hundred eighty (180) days after the date of notice to the Landlord of the damage or destruction then Tenant may elect to terminate this Lease by delivery of notice to Landlord within thirty (30) days after the date of such damage or destruction; and

(c) Upon delivery of any notice pursuant to Section 14.2(a) or 14.2(b), and the payment or assignment to Landlord of insurance proceeds to the extent of Landlord's interest therein, this Lease shall terminate as of the date of the damage or destruction unless otherwise provided in such notice, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent accrued hereunder as of the date of such termination.

15. **Eminent Domain:**

15.1 **Repair and Restoration:** In the event that all or any portion of the Premises shall be taken or threatened to be taken under the power of eminent domain or settlement in lieu thereof for any public or quasi-public use, Landlord promptly shall deliver to Tenant notice thereof. Unless terminated pursuant to Section 15.2, this Lease shall remain in full force and effect, and Landlord, at its sole cost and expense, shall exercise good faith and diligent efforts promptly to repair the damage and restore the Premises so as to constitute the remaining portion thereof a complete architectural unit. If Tenant remains in occupancy of the Premises, Landlord shall exercise such repair and restoration efforts in a manner so as not to interfere unreasonably or materially with the use and occupancy of the Premises by Tenant for the conduct of its business operations. Until the completion of Landlord's repair and restoration pursuant to this Section, Tenant's obligation to pay Rent and other amounts payable by Tenant hereunder shall be abated as of the effective date of taking of the Premises or portion thereof by the public or quasi-public body in proportion to the extent that the value of the Premises for the use and occupancy thereof by Tenant for the conduct of its business operations shall be reduced, as the parties shall agree.

15.2 **Rights of Termination:** Tenant shall have the right to terminate this Lease upon the occurrence of a taking or a threatened taking under the power of eminent domain or settlement in lieu thereof if, as a result thereof, the Premises no longer shall be fit and suitable for the use and occupancy thereof by Tenant for the conduct of its business operations by reason of a material reduction of any portion of the Premises, in which event Tenant may reasonably elect to

terminate this Lease by delivery of notice to Landlord within thirty (30) days of the date that Tenant receives written notice of the date on which possession of the Premises or portion thereof shall be required by the public or quasi-public body. If Tenant gives Landlord notice that Tenant elects to terminate this Lease, this Lease shall terminate as of the date on which such possession shall be required by the public or quasi-public body, and Tenant shall have no further liabilities or obligations hereunder other than to pay Rent, taxes and other charges accrued hereunder as of such date of termination.

16. Default; Remedies:

16.1 Tenant's Default: The following events shall be deemed to be "**Events of Default**" by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Landlord required herein when due, and such failure shall continue for a period of ten (10) days from the date such payment was due following written notice thereof by Landlord to Tenant.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the National Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof; or an order for relief shall be entered against Tenant in any proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to discharge any lien placed upon the Premises in violation of Section 39 hereof within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Section 16) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

16.2 Landlord's Remedies:

(a) Upon the occurrence of any such Events of Default described in Section 16.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies after fifteen (15) days written notice to Tenant:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may without prejudice to any other remedy which it may have for possession or arrearage in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying such Premises or any party thereof without being liable for prosecution or any claim for damages therefor.

(2) Enter upon and take possession of Premises as permitted under law and expel or remove Tenant and any other person who may be occupying such Premises or any part hereof without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor, provided that such expulsion or removal is pursuant to law, all without terminating the Lease.

(3) Alter all locks and other security devices at the Premises without terminating this Lease.

(b) In the event Tenant fails to pay any installment of rent hereunder within five (5) days after notice that such installment is past due, Tenant shall pay to Landlord a late charge in an amount equal to five percent (5%) of any late installment under this Lease. The failure to pay such amount within five (5) days after receipt by Tenant of written demand therefor shall be an Event of Default hereunder. In addition, past due sums owed by Tenant to Landlord under this Lease shall accrue interest at a rate of twelve percent (12%) per annum ten (10) days after any payment is past due. The provision for the late charge and interest shall be in addition to all of Landlord's other rights and remedies hereunder and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

(c) Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed to constitute a conversion; provided, however, that Landlord shall allow Tenant reasonable access to and the right to remove from the Premises property of Tenant or others at the Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived (with the exception of claims based on intentional damage or destruction), as are all claims for damages by reason of any distress warrant,

forcible detainer proceedings, attachment proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

(d) In the event Landlord elects to terminate the Lease by reason of any Event of Default, then notwithstanding such termination, at Landlord's option, and in addition to other remedies hereunder, Landlord may demand and Tenant shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rental and other indebtedness accrued to date of such termination, plus, as damages, an amount equal to the then present value (calculated based upon the federal discount rate of interest charged on loans to depository institutions by the New York Federal Reserve Bank at the time of termination or, if unavailable, an equivalent index or rate reasonably selected by Landlord) of the total rental hereunder for the remaining portion of the Lease Term less the then fair rental value of the Premises for the remaining portion of the Lease Term which shall be rebuttably presumed to be the value determined by Landlord in its discretion and submitted by Landlord to Tenant in writing, and the payment of such sums shall satisfy Tenant's rental obligations hereunder.

(e) In the event that Landlord elects to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, all rental and other indebtedness accrued to the date of such repossession, plus rental required to be paid by Tenant to Landlord during the remainder of the Term of this Lease until the date of expiration of the Term of this Lease, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting expenses incurred by Landlord as provided in Section 16.2(f) herein). In no event shall Tenant be entitled to any excess of any monthly rental obtained by reletting over and above the monthly rental herein reserved. Actions to collect amounts due by Tenant to Landlord under this subparagraph may be brought from time to time, on one or more occasions, without the necessity of Landlord waiting until expiration of the Term of this Lease.

(f) In case of any Event of Default, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, any reasonable brokers' fee incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing the Premises (other than structural elements) and performing any maintenance obligations Tenant is obligated to perform hereunder and has not performed; and all expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including actual attorney's fees, whether suit is actually filed or not.

(g) Regardless of the remedies elected by Landlord hereunder, Landlord shall be obligated in the event the Premises are vacated by Tenant to exercise good faith efforts (taking into account Landlord's experience, talents and resources) to relet the Premises for the highest available rent. Landlord shall not be obligated to incur any substantial expense in attempt to relet the Premises (including advertising, renovation, or similar expenses) unless Tenant advances such expenses.

(h) If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including actual attorney's fees) incurred by Landlord in taking such remedial action.

17. Landlord's Default and Tenant's Remedies: Landlord shall be in default of this Lease if Landlord fails to perform any term, condition, covenant or obligation of this Lease on the part of Landlord to be performed within thirty (30) days after the date on which Landlord receives from Tenant notice by certified or registered mail specifically describing such failure. Tenant may cure such default by Landlord on behalf of, and at the sole cost and expense of, Landlord. Landlord shall reimburse Tenant for its costs and expenses in connection with any such cure within thirty (30) days after Tenant's delivery to Landlord of an invoice therefor, failing which Tenant may offset such costs and expenses against any Rent and other amounts payable by Tenant hereunder. Tenant's right to such offset shall not be applicable in such case where Landlord's lender forecloses on the Property after such foreclosure has been completed.

18. Warranties and Representations:

18.1 Compliance with Laws:

(a) Landlord covenants for the benefit of Tenant that all of Landlord's Improvement Work as well as Landlord's maintenance and repairs performed under Section 11.1, shall be done in a good and workmanlike manner and substantially comply with all laws, ordinances and requirements, including without limitation the procuring of all building and other permits, licenses, approvals and certificates of occupancy and the observance of applicable building, zoning and other code requirements, of governmental authorities with competent jurisdiction, and notwithstanding any other provision of this Lease to the contrary, if any improvements, alterations or renovations to the Premises shall be required by any law, ordinance or requirement of any governmental authority with competent jurisdiction, then Landlord, at its sole cost and expense, shall perform such improvements, alterations or renovations in a timely manner; provided, however, no alleged violation by Landlord of any such law, ordinance or requirement shall be deemed to constitute a Landlord default, so long as Landlord shall contest, in good faith, the validity of such law, ordinance or requirement or the existence of the alleged violation thereof.

(b) Tenant covenants for the benefit of Landlord that Tenant's Improvement Work, its maintenance and repairs and its use and occupancy of the Premises for the conduct of its business operations shall substantially comply with all applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction; provided, however, that: (i) no alleged violation by Tenant of any such law, ordinance or requirement shall be deemed to constitute a Tenant Default so long as Tenant shall contest, in good faith, the validity of such law, ordinance or

requirement or the existence of the alleged violation thereof; and (ii) Tenant shall not be obligated to incur costs or expenses for improvements, alterations or renovations to the Premises required at any time or from time to time by any applicable law, ordinance or requirement of a governmental authority with competent jurisdiction, unless such improvements, alterations, or renovations specifically relate to Tenant's Improvement Work.

18.2 Warranty of Title; Authorization: Landlord represents, warrants and covenants for the benefit of Tenant that:

(a) Landlord owns fee simple title to the Premises and has full authority to perform this Lease. No mortgage or deed of trust encumbers any part of the Property, except for _____.

(b) as of the Effective Date, no third party has any right, title or interest adverse to Tenant's right, title and interest hereunder in or to the Premises, and the Premises is not subject to a mortgage, trust deed or ground lease.

(c) all facilities and improvements located on the Premises have, and during the Term of this Lease shall have, vehicular and pedestrian access in perpetuity to a publicly maintained street or highway.

(d) there are no actions, suits or proceedings pending or, to Landlord's knowledge, threatened against, by or affecting Landlord in any court or before any government agency relating to the Premises or the ownership of, or Landlord's ability to lease or convey, the Premises or its ability to consummate the transactions contemplated hereby; and there are no in rem claims (and no basis for any such claims) against any portion of the Premises.

(e) Landlord has the necessary funds to complete the Landlord Improvement Work, if any, and, throughout the Lease Term, will be financially capable of fulfilling all other obligations of Landlord hereunder.

(f) Landlord is not in default under any agreement the effect of which would have a material adverse effect on Landlord's ability to perform under this Lease or Tenant's rights in and to the Premises.

(g) Landlord has never obtained nor seen, and Landlord does not possess or have control over, any Phase I or Phase II Environmental Assessments or any other environmental study or report relating to all or part of the Premises and/or the Buildings, except _____, true and complete copies of which Landlord has delivered to Tenant.

18.3 Hazardous and Toxic Conditions:

(a) As used in this Lease, the phrase “**Environmental Condition**” means: (1) any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air at, on or under the Premises, or (2) any condition at, on or under the Premises that results in or provides the basis for a claim of liability under any applicable federal, national, state, provincial, local or foreign law, statute, treaty, rule, regulation, ordinance, directive or order of any governmental entity or any similar provisions having the force or effect of law pertaining to the environmental pollution, the protection of the environment, natural resources or human health and safety (“**Environmental Laws**”).

(b) Landlord represents for the benefit of Tenant that Premises has not contained and does not contain any Environmental Condition or Hazardous Substance. As used in this Lease, “**Hazardous Substance**” means, collectively, asbestos, ureaformaldehyde, polychlorinated biphenyl’s (“**PCBs**”), nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and any other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law.

(c) If an Environmental Condition or Hazardous Substance is discovered on the Premises to the extent such condition existed prior to the Effective Date of this Lease or is caused anyone other than Tenant or any Tenant Party, or requires investigation or remedy by Landlord under applicable law, then Landlord shall promptly give Tenant written notice of such Environmental Condition or Hazardous Substance and promptly cause such Environmental Condition or Hazardous Substance to be addressed and the Premises brought into compliance with applicable Environmental Laws. Landlord agrees to indemnify Tenant pursuant to the provisions of Section 20.2 hereof against any Losses as defined in Section 20.1 incurred by Tenant arising out of any such toxic or hazardous condition.

(d) Landlord represents to Tenant that, to the best of Landlord’s knowledge after due inquiry, the Premises does not presently contain (and did not previously contain, which may have been removed) any underground or aboveground fuel storage tanks and related piping, venting and dispensing systems.

(e) Landlord acknowledges that Landlord's representations and covenants set forth in this Lease are material representations of fact upon which the Tenant has relied in entering into this Lease. Landlord’s representations, warranties, and covenants set forth herein will survive the expiration or termination of this Lease and any fee simple conveyance of the Premises to Tenant.

18.4 Tenant’s Environmental Covenant. Tenant agrees that, except for de minimis amounts of Hazardous Substances brought onto the Premises as necessary to service Tenant's Vehicles or by Tenant's employees in the form of fluid for cigarette lighters and other personal items and Hazardous Substances in the form of products for sale which are handled by Tenant in accordance with all legal requirements, it shall not bring Hazardous Substances onto the Premises

nor allow Tenant's employees or business invitees to bring Hazardous Substances onto the Premises. Tenant agrees to indemnify Landlord pursuant to the provisions of Section 20 hereof against any Losses incurred by Landlord arising out of any Hazardous Substance created by Tenant on the Premises or out of any Hazardous Substances brought onto the Premises by Tenant, its employees or business invitees. Tenant shall have the right at any time during the Term of the Lease, to make soil, environmental and other tests on the Premises, repairing all damages caused by such tests. If requested by Landlord from time to time, Tenant will advise Landlord in writing of any Hazardous Substances known to Tenant that Tenant is using or storing at the Property.

18.5 Broker's Commission: Landlord represents and warrants to Tenant that Landlord has not engaged or employed any broker or finder for the transaction contemplated by this Lease. Tenant represents and warrants to Landlord that Tenant has not engaged or employed any broker or finder for the transaction contemplated by this Lease.

Each Party agrees to indemnify, defend and hold the other Party harmless from a breach of said Party's representation, warranty and covenant set forth above in this Section 18.5.

19. Landlord's Right of Entry: Following reasonable notice to Tenant, Landlord may enter upon the Premises as often as Landlord reasonably may deem necessary for the purposes of performing such maintenance and repairs as Landlord reasonably may deem necessary or lawfully may be required to perform, inspecting the Premises, offering the Premises for lease (but only during the period which commences three (3) months prior to the expiration of the then existing Primary Term or Extension Term in the event that Tenant shall not have elected further to extend the Term of this Lease) or offering the Premises for sale. During such 3-month period, Landlord shall have the right to display "For Sale" and "For Lease" signs on the Premises. Landlord's right of entry shall be exercised in a manner and during reasonable hours at times upon at least one day's prior oral notice such that there shall be no unreasonable or material interference with the use and occupancy of the Premises by Tenant for the conduct of its business operations.

20. Indemnification:

20.1 Tenant Indemnification. Tenant agrees to indemnify and hold Landlord harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "Losses"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Tenant, under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Tenant, or Tenant's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of Landlord, or any of Landlord's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

20.2 Landlord Indemnification. Landlord agrees to indemnify and hold Tenant harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including without limitation reasonable attorneys' fees (collectively, "**Losses**"), arising out of, or with respect to: (a) any breach of any warranty or representation or any covenant or agreement of Landlord under this Lease; or (b) any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Premises and attributable to the negligence or misconduct of Landlord or Landlord's officers, employees, agents, contractors or invitees, except for any such breach, any injury or death or any damage or destruction arising out of, or with respect to, the negligence or misconduct of the Tenant or any of Tenant's officers, employees, agents, contractors or invitees, or as otherwise specifically provided in this Lease.

20.3 Conditions; Survival. The indemnification obligations created by this Section 20 shall be expressly conditioned upon the Party seeking indemnification (i) delivering to the other Party prompt notice of any event giving rise to such indemnification obligation and (ii) providing such other Party the opportunity to defend itself from and against any Losses. These indemnification obligations under this Lease shall survive the expiration of the Term of this Lease (or earlier termination of this Lease).

21. Transfers:

21.1 Assignment and Subletting: Tenant may not assign this Lease nor sublet all or any portion of the Premises, without the consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained in this Section 21.1, Tenant may freely assign this Lease or sublet the Premises without Landlord's consent to (each of the following, a "**Permitted Assign**"): (a) any entity resulting from a merger or consolidation to which Tenant is a Party; or (b) any entity which purchases all or a substantial part of Tenant's assets or business or a controlling interest in Tenant; or (c) any Affiliate of Tenant. "**Affiliate**" means, with respect to any person or entity, another person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the person or entity specified or which owns, directly or indirectly, 25.0% or more of the outstanding equity interests of such person or entity. For notice purposes, Tenant shall provide written notice to Landlord of any Permitted Assign either prior to making the Assignment or promptly thereafter.

21.2 Assignment by Landlord and Notice of Sale: In the event that Landlord, at any time on or before the expiration of the Lease Term or the earlier termination of this Lease, transfers, assigns or otherwise conveys to a third party all or any portion of its right, title and interest in and to the Premises, Landlord shall deliver to Tenant notice of the name and address of the purchaser of such right, title or interest at least thirty (30) days prior to the closing of any such transaction, and such party will take such right, title or interest subject to Tenant's rights under this Lease. If Landlord sells its interest in the Premises, Landlord shall deliver the Security Deposit to the purchaser and Landlord will thereupon be released from any further liability with respect to the Security Deposit and the purchaser will become directly responsible to Tenant.

22. Holding Over: If Tenant shall continue to occupy the Premises after the expiration of the Term of this Lease or the earlier termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to the terms and conditions of this Lease and without liability to Landlord for damages resulting from such holdover tenancy; provided, however, that either party shall have the right to terminate such month-to-month tenancy upon delivery of thirty (30) days' notice to the other and the Rent shall be one hundred ten percent (110%) of the Rent charged in the last full month before expiration of the Term of this Lease or earlier termination of the Lease.

23. Quiet Enjoyment: Landlord covenants and agrees that Tenant shall have the peaceful and quiet possession and enjoyment of the Premises (subject to all mortgages and other matters to which this Lease, is or shall become, subordinate in accordance with the provisions of Section 24) for the conduct of its business operations during the Term of this Lease, without hindrance by Landlord or any party whatsoever.

24. Subordination and Attornment/Estoppel:

24.1 Subordination. Tenant covenants and agrees, on the terms and conditions provided in this Section, that this Lease will be subordinate to any institutional mortgage or deed of trust that now or hereafter encumbers the Premises, provided that each named mortgagee or beneficiary shall execute and deliver to Tenant the Non-disturbance, Attornment and Subordination Agreement (an "SNDA") stating (in addition to other reasonable terms, if any) in substance that (i) if Tenant is not in default hereunder, the right of possession of Tenant to the Premises will not be affected or disturbed by any mortgagee in the exercise of any of its rights under a mortgage or the note secured thereby, and any sale of the Premises pursuant to the exercise of any rights and remedies under a mortgage or otherwise will be made subject to Tenant's right of possession to the Premises under this Lease; (ii) Tenant will attorn to any mortgagee or purchaser at a foreclosure sale (a "Purchaser") upon acquisition of title to the Premises by a mortgagee or Purchaser and notice to Tenant therefor, and (iii) this Lease will continue in full force and effect between Tenant and such mortgagee or Purchaser. An acceptable form of such an SNDA is attached hereto as Exhibit "F". Upon Tenant's receipt of such a signed and recordable SNDA from a mortgagee or beneficiary from time to time, Tenant covenants and agrees to attorn to such mortgagee or beneficiary upon foreclosure. Without limiting the generality of the foregoing, Landlord shall deliver to Tenant such a recordable SNDA from the mortgagee and beneficiary of each mortgage and deed of trust, respectively, including without limitation all mortgages and deeds of trust now encumbering the Premises. Tenant shall execute and deliver any such agreements within ten (10) days of Landlord's request. Landlord shall deliver to Tenant recordable SNDA's from such existing holders of mortgages or deed of trusts encumbering the Property, or any part thereof, not later than forty-five (45) days after the Effective Date.

(b) In the event that estoppel certificates now or hereafter may be required by any mortgagee or beneficiary of any mortgage or deed of trust, respectively, encumbering the Premises, Tenant further covenants and agrees to execute certificates containing the substance of the following statements (together with other reasonable terms, if any): (i) that the copy of the Lease attached to the certificate is a true and complete copy of the Lease and there are no amendments, modifications or alterations of the Lease, except as stated; (ii) that the Premises required to be furnished under the Lease have been completed in accordance therewith, the date on which Tenant accepted possession of such Premises and that Tenant now occupies the same; (iii) that Tenant began paying monthly installments of rent under the Lease on a given date and no such installment has been paid more than one month in advance; and (iv) that the Lease is in full force and effect, and, except as noted, there exists, to Tenant's knowledge, no defense or offset to enforcement of the Lease by Landlord, and, to Tenant's knowledge, Landlord is not in default under the Lease.

25. Surrender of Premises: Upon the expiration of the Term of this Lease or the earlier termination of this Lease, Tenant shall deliver up and surrender the Premises to Landlord in as good order and condition as upon the respective Tenant Possession Dates, subject to Tenant's improvements, alterations and renovations to the Premises, including without limitation Tenant's Improvement Work, normal wear and tear, damage by fire, explosion or other casualty, repairs and restoration for which Tenant shall not be responsible hereunder and Tenant's removal of its trade fixtures. Tenant also shall remove its personal property and trade fixtures from the Property.

26. Notices; Computation of Time: For the purposes of payments of Rent and other amounts payable by Tenant to Landlord hereunder all notices to Tenant shall be sent to the address referenced in Section 1.2. Notices to Landlord shall be sent to Address noted in Section 1.1. Any notices and other communications to be delivered by either party to the other pursuant to this Lease shall be in writing and shall be deemed delivered as follows, except as otherwise specifically provided in this Lease: (a) when hand delivered; (b) one (1) business day after mailing by Federal Express or other overnight courier service; or (c) three (3) business days after deposit (or, in the case of any notices sent by Tenant to Landlord for the purpose of exercising rights and options to extend the Primary Term or any Extension Term, to lease any additional portion of the Premises or to purchase any portion of the Premises or Landlord's right, title and interest therein), upon deposit in the United States mail by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the above-recited address or the above-recited telecopier number or such other address or telecopier number as either party from time to time may designate by notice delivered to the other; provided, however, that no notice of change of address or telecopier number shall be deemed given until received by the party to be notified. Except as otherwise specifically provided herein, in the computation of any period of time which shall be required or permitted hereunder or under any law for any notice or other communication or for the performance of any term, condition, covenant or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

27. **Entire Agreement; Amendments:** This Lease contains the entire agreement between the parties, and no promise, representation, warranty, covenant, agreement or understanding not specifically set forth in this Lease shall be binding upon, or inure to the benefit of, either party. This Lease may not be amended, altered, modified or supplemented in any manner except by an instrument in writing duly executed by the parties.

28. **Governing Law; Interpretation:** This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises shall be located. The fact that this Lease shall have been prepared by the attorney for either Landlord or Tenant shall not be used to construe or interpret this Lease for or against either party; the parties intend that the provisions of this Lease shall be given their fair meaning and no court shall construe this Lease more stringently against one party than against the other.

29. **Authority; Binding Effect:** If Landlord or Tenant shall be a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns.

30. **No Waiver:** The failure of Landlord or Tenant to insist upon strict performance of any of the terms, conditions, covenants and obligations contained in this Lease shall not be deemed a waiver of any rights or remedies for any subsequent breach or default in the terms, conditions, covenants and obligations herein contained.

31. **Recording:** If Landlord or Tenant requests, the parties shall execute and acknowledge a short lease form for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, which party shall pay any documentary transfer tax or other special tax or assessment associated with or triggered by such recording. Upon termination of this Lease, Landlord is authorized to file a Release of any recorded short form of Lease. A form of recordable Memorandum of Lease is attached hereto as **Exhibit "G"** and such form shall be executed by the parties on the Effective Date.

32. **Signs:** Tenant shall have exclusive sign rights for the Premises, exterior and interior, and shall have the right to erect and display signs on the Premises and on such other areas of the Premises as Tenant desires and Landlord, in its reasonable judgment agree. Tenant may erect a free-standing monument sign on the Property. All signage shall be in compliance with applicable laws, ordinances and requirements of governmental authorities with competent jurisdiction.

33. **Incorporation of Exhibits:** Each of the attached Exhibits hereby is incorporated in and made a part of this Lease as if set forth herein. In the event of any conflict between the body of this Lease and the provisions set forth in the Exhibits, the provisions set forth in the Exhibits shall be deemed to control.

34. **Section Headings:** The Section headings hereof are intended for convenience and reference purposes only and shall not be used to construe or interpret this Lease.

35. **Severability:** If any provision of this Lease shall be determined by any court to be invalid, illegal or unenforceable to any extent, then the remainder of this Lease shall not be affected, and this Lease shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Lease.

36. **Transmittal:** Submission of this Lease for examination, even though executed by Landlord or Tenant, shall not bind the other party in any manner, and no lease or other obligation on the part of either party shall arise until this Lease shall be executed and delivered by the parties, each to the other.

37. **Additional Actions and Documents:** Landlord and Tenant hereby agree to exercise their best efforts to obtain, execute, deliver and file, or cause to be obtained, executed, delivered and filed, as the case may be, such additional documents, instruments and consents as may be necessary, or as reasonably may be requested by either party, and to take such further action as may be necessary, or as reasonably may be requested by either party, at the sole cost and expense of the requesting party, in order fully to effectuate the terms and conditions of this Lease.

38. **Limitation on Damages:** In no event shall either Landlord or Tenant make a claim against the other party for punitive or exemplary damages suffered as a result of this Lease; provided, however, that this limitation does not affect the right of either party to claim indemnity under this Agreement for any punitive or exemplary damages sought by and/or awarded to a third party.

39. **Attorneys' Fees:** If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

40. **Counterparts:** This Lease may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

41. Mechanic's Liens and Tenant's Personal Property Taxes:

(a) Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind the interest of Landlord in the Premises or to set off the rentals payable hereunder against any claim in favor of any person dealing with Tenant, including those who may furnish materials to perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with work performed by Tenant on the Premises (Tenant is not responsible or liable for sums which represent an obligation of Landlord under this Lease) on which any lien is or can be validly and legally asserted against the Premises or the improvements thereon. Tenant will save and hold Landlord harmless from any and all loss, cost or expenses based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Premises or under the terms of this Lease, if such asserted claims or liens are a result from, through or under Tenant (including, without limitation, Tenant's performance of Tenant's Improvement Work or Tenant's performance of its obligations under this Lease), and in such event, Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises.

(b) Tenant shall be liable for and promptly pay when due all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay the Landlord upon demand that part of such taxes.

42. Landlord's Lien Waiver. Landlord waives all rights which Landlord now or hereafter may have, under the laws of the State of Tennessee to levy or distrain upon or to claim or assert any lien, right, claim or title to, any of the personal property of Tenant which now or hereafter may be located on the Premises, in order to enforce any obligation of Tenant, including, without limitation, the obligation to pay rent and any other monetary obligation arising hereunder. Provided however this provision should not prohibit Landlord from exercising the remedies described at Section 16 hereof. Landlord agrees to execute the Landlord's Waiver and Consent, the form of which is attached as Exhibit "E".

43. Force Majeure: Landlord and Tenant shall each be excused for the period of any delay in the performance of any non-monetary obligations hereunder when prevented from doing so by cause or causes beyond its control which shall include, without limitation, all labor disputes, civil commotion, war, war-like events, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God (an occurrence of any of the foregoing, a "Force Majeure Event").

44. Zoning Condition. Landlord agrees that anything set forth in this Lease to the contrary notwithstanding, Tenant's obligations under this Lease are subject to and conditioned on the zoning for the Property being and remaining sufficient to permit Tenant to use the Property and the Building for the uses and purposes set forth in Section 1.3(d) above (including, without limitation, outdoor storage of Tenant's vehicles, products and inventory) and to erect monument signage as provided in Section 32 above, and for Tenant to obtain a business license, all without any obligation to obtain any zoning variance or special use permit.

45. Landlord's W-9. On or before the Rent Commencement Date, Landlord agrees to complete and deliver to Tenant the W-9 for Landlord in the form of Exhibit "I" hereto.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed by each of their respective authorized representatives as of the day and year first above written.

Date: November 23, 2020

"LANDLORD"

**ELLIE LLC,
a Tennessee limited liability company**

By: Jeffrey D. Pelts
Jeffrey D. Pelts, its Managing Member

Date: November __, 2020

"TENANT"

**AMERICAN BUILDERS &
CONTRACTORS SUPPLY CO., INC.,
a Delaware corporation**

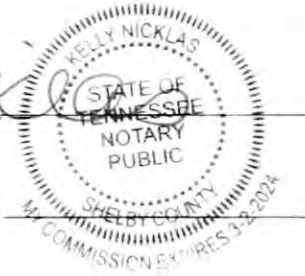
By: Todd Buehl
Todd Buehl, its Chief Financial Officer

STATE OF Tennessee
COUNTY OF Shelby) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named ELLIE, LLC, by Jeffrey D. Pelts, its Managing Member, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and his free act and deed as such officer and as an individual.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at Germanatown this 23 day of November, 2020.

[Signature]
Notary Public



My commission expires: [Signature]

STATE OF WISCONSIN)
) SS:
COUNTY OF ROCK)

Before me, a Notary Public in and for said County and State, personally appeared the above-name AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., by Todd Buehl, its Chief Financial Officer, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and his free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal at Beloit, this 7th day of ~~November~~, 2020.
December



[Signature]
Notary Public

My commission expires: Feb 1, 2022

EXHIBIT "A"

Legal Description

[TO BE INSERTED]

EXHIBIT "B"

Site Plan

[TO BE INSERTED]

EXHIBIT "B-1"

Aerial View of the Property

[TO BE INSERTED]

EXHIBIT "C"

Intentionally Omitted

EXHIBIT "D"

Intentionally Omitted

EXHIBIT "E"

LANDLORD'S WAIVER AND CONSENT

THIS LANDLORD'S WAIVER AND CONSENT (this "**Waiver and Consent**") is made and entered into between Secured Party (as defined below) and **ELLIE LLC**, a Tennessee Limited Liability Company ("**Owner**"), and affects certain premises owned by Owner and leased to **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.**, a Delaware corporation ("**Customer**"), which premises are identified in Exhibit 1 attached hereto (collectively, the "**Premises**").

BANK OF AMERICA, N.A. (together with its successors and assigns, in such capacity the "**Secured Party**") is administrative agent for the lenders from time to time (the "**Lenders**") party to an Amended and Restated Loan and Guaranty Agreement, dated as of April 16, 2014 (as modified, renewed, supplemented, restated or amended from time to time, collectively the "**Loan Agreement**") by and among Secured Party, the Lenders party thereto, Customer and the other Obligor party thereto.

As collateral for obligations relating to the Loan Agreement, Customer has granted to Secured Party for its own benefit and the ratable benefit of the Lenders, a security interest in and lien upon certain assets of Customer, including, without limitation, all of Customer's cash, cash equivalents, goods, inventory, accounts receivable, equipment, furniture and trade fixtures (such as equipment bolted to floors), together with all additions, substitutions, replacements, improvements and proceeds thereof, but excluding real property and real property fixtures (including but not limited to plumbing, lighting and HVAC systems) (hereinafter referred to collectively, as "**Collateral**"). Certain Collateral is or shall be located on and may be affixed to the Premises and Secured Party requires this Lien Waiver under the Loan Agreement.

Secured Party and Owner agree that:

1. Notwithstanding any provisions of any lease between Owner and Customer pertaining to the Premises, this Waiver and Consent shall govern the rights between them pertaining to the Collateral.
2. The Collateral (a) shall be and remain personal property, notwithstanding the manner of their annexation to the Premises, their adaptability to the uses and purposes for which the Premises are used and the intention of the party making the annexation; and (b) shall not become fixtures.
3. OWNER WAIVES EACH AND EVERY RIGHT WHICH OWNER NOW HAS, OR MAY HEREAFTER HAVE, UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND OF EACH STATE IN WHICH THE PREMISES ARE LOCATED, OR BY VIRTUE OF ANY LEASE NOW IN EFFECT OR CUSTOMER'S OCCUPATION OF THE PREMISES, TO LEVY OR DISTRAIN UPON THE COLLATERAL FOR RENT OR ANY OTHER MONETARY OBLIGATIONS, IN ARREARS, IN ADVANCE, OR BOTH OR TO CLAIM OR ASSERT ANY CLAIM, RIGHT OR TITLE TO, INTEREST IN OR LIEN UPON THE COLLATERAL. Owner recognizes and acknowledges that Secured Party's security interests in the Collateral are superior to any lien, right or claim of any nature that Owner may have or assert with respect to any Collateral by law,

any lease or agreement, or otherwise. Notwithstanding anything to the contrary in this Waiver and Consent, Owner does not waive, relinquish or subordinate any liens, rights or remedies that Owner may now have, or shall ever enjoy, as a judgment creditor.

4. Owner acknowledges that each lease for the Premises is in full force and effect. Owner further acknowledges that it knows of no default at this time in the Customer's obligation to Owner with regards to the lease for the Premises.

5. Owner will use commercially reasonable efforts to provide Secured Party with written notice of any default by Customer under the lease resulting in termination of the lease (a "**Default Notice**"). Secured Party shall have at least fifteen (15) days following receipt of such Default Notice to cure such default, but neither Secured Party nor any Lender shall be under any obligation to cure any default by Customer under the lease. No action by Secured Party or any Lender pursuant to this Waiver and Consent shall be deemed to be an assumption by Secured Party or the Lenders of any obligation under the lease, and, except as provided in paragraphs 7 and 8 below, Secured Party shall not have any obligation to Owner.

6. Prior to a termination of the lease, Secured Party, or its representatives or invitees may, in accordance with the terms of the Loan Agreement enter upon the Premises at any time without any interference by Owner to inspect or remove any or all of the Collateral, including, without limitation, by public auction or private sale pursuant to the provisions of paragraph 8 below.

7. Owner consents to the installation of the Collateral on the Premises, and grants Secured Party a license for a period (the "**Disposition Period**") of up to ninety (90) days, following receipt by Secured Party of a Default Notice or, if the lease has expired by its own terms (absent a default thereunder), up to thirty (30) days following receipt by Secured Party of written notice of such expiration, to enter into possession of the Premises to do any or all of the following to said Collateral: assemble, appraise, display, operate, sever, remove, maintain, prepare for sale or lease, repair, lease, transfer and/or sell at public auction(s) or private sale(s) the Collateral, or any part thereof. During any Disposition Period in which Secured Party is in possession of the Premises, Secured Party shall pay Owner, periodically, a daily license fee equivalent to one-thirtieth (1/30th) of the minimum monthly rental provided for in the lease agreement between Owner and Customer; provided that such amounts paid to Owner by Secured Party shall exclude any past-due rental, indemnity payments or similar amounts for which the Owner remains liable under the lease for default, holdover status or other similar charges. Any extension of the foregoing period shall only be with the written consent of Owner and at the same rate. All damage to the Premises caused by the conduct of such auction or sale and any removal of the Collateral (ordinary wear and tear excluded) shall be repaired by Secured Party at its expense. Neither Secured Party nor any Lender shall be liable for any diminution in value of the Premises caused by the absence of Collateral removed, and neither Secured Party nor any Lender shall have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by Customer. With respect to any Collateral remaining on the Premises more than ten (10) days after the Disposition Period, Owner, at its sole election, may either deem such Collateral abandoned by Secured Party and Customer, or Owner may move, remove, and/or store the Collateral at the sole cost of Customer.

8. During any Disposition Period, (a) Secured Party and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Collateral, and Secured Party may advertise and conduct public auctions or private sales of the Collateral at the Premises, in each case without interference by Owner or liability of Secured Party to Owner or liability of any Lender to Owner, and (b) Secured Party shall make the Premises available for inspection by Owner and prospective tenants and shall cooperate in Owner's reasonable efforts to re-lease the Premises. If Secured Party conducts a public auction or private sale of the Collateral at the Premises, Secured Party shall use reasonable efforts to notify Owner first and to hold such auction or sale in a manner which would not unduly disrupt Owner's or any other tenant's use of the Premises.

9. All notices hereunder shall be in writing, sent by certified mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth in the Lease or at such other address as the receiving party shall designate in writing.

10. If any order or injunction is issued or stay granted which prohibits Secured Party from exercising any of its rights hereunder, then, at the option of Secured Party, the Disposition Period shall be stayed during the period of such prohibition and shall continue thereafter for the number of days remaining in the Disposition Period.

11. The waivers and consents herein granted shall continue until Owner shall have received Secured Party's written certification that all obligations of Customer to Secured Party in the Loan Agreement have been paid in full and/or fully performed.

12. Secured Party may amend, modify and extend any indebtedness of Customer to Secured Party or any of the terms and conditions of the Loan Agreement and related instruments and agreements, without the consent of the Owner and without giving notice thereof to Owner.

13. THIS WAIVER AND CONSENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF TENNESSE and shall inure to the benefit of and be binding upon the successors, heirs, and assigns of Owner, Secured Party and the Lenders.

[Signatures continue on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Waiver and Consent by their duly authorized officers as of the day and year written below.

Dated this ____ day of _____, 20__.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

OWNER:

ELLIE LLC,
a Tennessee limited liability company

By: Jeffrey D. Pelts
Name: Jeffrey D. Pelts
Title: Managing Member

CONSENTED TO:

CUSTOMER:

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC.

By: Todd M Buehl
Name: Todd Buehl
Title: CFO

Exhibit 1 to Landlord's Waiver and Consent

Address of Premises: 2901 Convair Rd., Memphis, TN

EXHIBIT "F"

After Recording Return To:

State of _____

County of _____

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION, AGREEMENT ("Agreement"), entered into as of the ____ day of _____, 20__ by and among **ELLIE, LLC, a Tennessee limited liability company ("Owner")**, with a business/ mailing address of _____, **AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. a Delaware corporation ("Tenant")**, with a business/ mailing address of One ABC Parkway, Beloit, WI 53511, and _____ **BANK**, a bank organized and existing under the laws of _____ ("**Lender**"), whose address is _____.

A. Owner is the lessor and Tenant is the lessee under that certain lease described on **Exhibit A** (the lease and all modifications, amendments, extensions, renewals, replacements and substitutions thereto or therefor, the "**Lease**"), which Lease covers all or a portion of the real property described on **Exhibit A-1** (the "**Property**").

B. Lender has extended or has committed to extend credit ("**Loan**") to Owner, which Loan is or will be secured by the lien of a mortgage, deed to secure debt, security deed, trust deed or deed of trust encumbering the Property (the "**Mortgage**").

C. Lender requires that Owner and Tenant enter into this Agreement.

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

Section 1. Subordination of Lease. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, extensions, renewals, replacements and substitutions thereof or therefor, subject, however, to the provisions of this Agreement.

Section 2. Joinder in Foreclosure. In the event Lender elects to foreclose or cause the foreclosure of the Mortgage, Lender will not join or otherwise name as a party, nor will any other person on behalf of Lender join or otherwise name Tenant as a party in summary or foreclosure proceedings as long as Tenant is not in material default under the Lease.

Section 3. Succession to Interest of Landlord; Nondisturbance. In the event that Lender succeeds to the interest of the lessor or landlord under the Lease, or any other person succeeds to the interest of the lessor or landlord under the Lease either directly or through Lender on account of or by virtue of a foreclosure under the Mortgage, or a deed-in-lieu of foreclosure, and there exists no material default by Tenant under the Lease, Lender or such other person who succeeds to the interest of the lessor or landlord directly or through Lender on account of a foreclosure or a deed-in-lieu of foreclosure, agrees not to disturb or otherwise interfere with Tenant's possession of the portion of the Property leased by Tenant pursuant to the Lease for the unexpired

term of the Lease, provided that Lender and such other successor person as aforesaid, will not have any obligations to Tenant or incur any liabilities under the Lease or otherwise until Lender or such other person as aforesaid takes title to the Property and then, Lender or such other person (a) shall be liable only for the duties and obligations of the "landlord" under the Lease accruing after the taking of title and for the period that each is severally the "landlord" under the Lease and (b) shall not be:

(i) liable for any act or omission of any other lessor or landlord, or any other person under the Lease;

(ii) subject to any offsets or defenses that Tenant might have against any lessor or landlord, or any other person under the Lease;

(iii) bound by any rent or additional rent which Tenant might have paid for more than the then current month to any lessor or landlord, or other person, unless the same was paid to Lender or such other successor person to Lender as aforesaid;

(iv) bound by any covenant to undertake or complete any construction, repairs or replacements on or to the Property or any part thereof; or

(v) liable for any security deposit Tenant might have paid any lessor or landlord, or other person, except to the extent Lender has actually received said security deposit.

Section 4. Attornment by Tenant. Upon Lender succeeding to the interest of the lessor or landlord under the Lease, or any other person succeeding to the interest of the lessor or landlord under the Lease either directly or through Lender on account of or by virtue of a foreclosure under the Mortgage, or a deed-in-lieu of foreclosure, Tenant covenants and agrees (a) to attorn to Lender or any other person succeeding to the interest of "landlord" under the Lease either directly or through Lender on account of or by virtue of a foreclosure under the Mortgage, or a deed-in-lieu of foreclosure, (b) to recognize Lender or such other successor as Tenant's "landlord" under the Lease, and (c) to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Lender or any subsequent owner of the Property as aforesaid, Tenant will execute a new lease for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

Section 5. Tenant's Representation and Warranty. Other than lender assignments of its contract rights, Tenant represents and warrants to Lender that there has been no assignment of Tenant's rights and interests under the Lease to any person and no sublease or other agreement covering the leased premises has been entered into by Tenant as of the date hereof.

Section 6. Additional Covenants and Agreements.

6.1 Insertion of Mortgage Information. Tenant agrees that the recording information for the Mortgage may be written on this Agreement at the time this Agreement is recorded or at such other time as may be appropriate, and such insertion does not negate, or adversely or negatively affect the validity and enforceability of this Agreement.

6.2 Payment of Rents to Lender. Tenant recognizes and acknowledges that the lessor or landlord under the Lease has assigned or will assign to Lender the rents and profits from the Property. Tenant agrees that it will pay to Lender, on demand, all rental payments or other sums required to be paid by Tenant under the Lease.

Section 7. Miscellaneous.

7.1 Incorporation of Exhibits. The Mortgage and all exhibits, schedules, addenda and other attachments to this Agreement are by this reference incorporated herein and made a part hereof as if fully set forth in the body of this Agreement.

7.2 No Oral Change. This Agreement can be amended or modified only in a writing duly executed by the parties hereto.

7.3 Notices. All notices, communications and waivers under this agreement must be in writing and must be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Lender: _____

To Tenant: One ABC Parkway, Beloit, WI 53511
Attn: Real Estate Leasing Manager

With copy to: Harrison & Held, LLP
333 W. Wacker Drive
Suite 1700
Chicago, IL 60606
Attn.: Brad S Gerber

Any notice sent by registered or certified mail, return receipt requested, will be deemed given and received on the date of delivery shown on the receipt card, or if no delivery date is shown, the delivery date will be deemed to be three (3) business days after the postmark thereon. If sent by regular mail the notice will be deemed given and received three (3) business days after the postmark thereon. Notices delivered by overnight express carrier that guarantee next day delivery will be deemed given and received one (1) business day after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means will be deemed delivered and received upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it will be deemed given and received on the next business day. Lender and Tenant may, by written notice given hereunder, designate a different address where communications should be sent and Lender may direct, by notice to Tenant, for communications to be sent electronically or in some other non-tangible medium.

7.4 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the respective successors or assigns of the parties hereto.

7.5 Term of Agreement. The terms and provisions of this Agreement will terminate upon the cancellation of record of the Mortgage or Deed of Trust, unless the same is earlier terminated by a termination agreement executed and delivered to Tenant by Lender.

7.6 Governing Law. This Agreement is governed by and construed in accordance with the substantive internal laws of the State in which the Property is located, excluding, however, the conflict of law and choice of law provisions thereof (notwithstanding that the Note evidencing the Loan and certain other documents pertaining to the Note may be construed in accordance with the internal laws of another state).

Tenant and Lender, to the extent permitted by law, each waive any right to a trial by jury in any action arising from or related to this Agreement.

The undersigned have executed this Agreement as of the day and year first above stated.

TENANT

**AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC.**

By: Todd M. Buehl
Print Name: Todd Buehl
Title: CFO

STATE OF WI)
COUNTY OF Rock) SS

On this 7 day of Dec 2020 personally came before me Todd M. Buehl in his/her capacity as CFO of AEC Supply, and to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

[Notarial Seal]



Tammy L. Hess
Notary Public, State of Wisconsin
My Commission: Feb 1, 2022

<signature page continued>

LENDER

By: _____

Print Name: _____

Title: _____

STATE OF _____)

) SS

COUNTY OF _____)

On this ____ day of _____ 20__, personally came before me _____ in his/her capacity as _____ of _____ and to me known to be the person who executed the foregoing instrument on behalf of said national banking association and acknowledged the same.

[Notarial Seal]

Notary Public, State of _____
My Commission: _____

<signature page continued>

OWNER

Ellie LLC, a Tennessee limited liability company

By: Jeffrey D. Pelts

Print Name: Jeffrey D. Pelts

Title: Managing Member

STATE OF Tennessee

COUNTY OF Shelby SS

On this 23 day of NOV 2020 personally came before me Jeffrey Pelts in his/her capacity as Managing Member of Ellie LLC and to me known to be the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

[Notarial Seal]



Kelly Nicklas
Notary Public, State of Tennessee
My Commission: _____

EXHIBIT A
to Subordination, Attornment and Non-disturbance Agreement

1. Description of Lease: That certain Lease dated November __, 2020, by and between ELLIE LLC, a Tennessee limited liability company, as landlord, and AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., as tenant.

2. Description of Property: See Exhibit A-1 attached hereto.

EXHIBIT A-1
to Subordination, Attornment and Non-disturbance Agreement

Legal Description

EXHIBIT "G"
Form of Memorandum of Lease

After Recording Return To:
AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC., Attn: Real Estate Leasing
Manager;
One ABC Parkway
Beloit, WI 53511

State of _____

County of _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("**Memorandum**") is made as of the ____ day of November, 2020 by and between ELLIE LLC, a Tennessee limited liability company, whose address is _____, ("**Landlord**") and AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., a Delaware corporation, whose address is One ABC Parkway, Beloit, Wisconsin 53511 ("**Tenant**"), for the purpose of notifying all parties that:

1. Landlord has leased unto Tenant and Tenant has leased from Landlord, pursuant to the terms of a Lease dated effective as of the __ day of November, 2020 (the "**Lease**"), that certain real estate described in Exhibit "A" (the "**Property**") attached hereto and made a part hereof, together with all improvements thereon and appurtenances thereto.
2. The Primary Lease Term commences on December 1, 2020 and unless earlier terminated pursuant to the terms of the Lease, expires on November 30, 2022
3. Tenant has the right and option to extend the Lease Term for one (1) year (the "**Extension Term**").
4. This Memorandum is executed for the sole purpose of giving public notice of certain terms and provisions of the Real Property Lease Agreement, including, but not limited to, the Right of First Refusal, and shall not create, expand, modify or affect in any way the respective rights, interests, estates, obligations or remedies of Landlord or Tenant.

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

ELLIE LLC, a Tennessee limited liability company

By: Jeffrey D. Pelts
Name: Jeffrey D. Pelts
Title: Managing Member

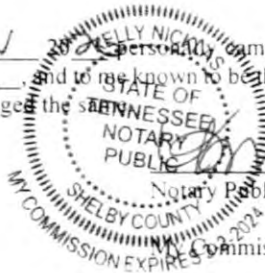
AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO., INC., Tenant

By: Todd M. Buehl
Name: Todd Buehl
Title: CFO

STATE OF Tennessee
COUNTY OF Shelby)
SS)

On this 23 day of NOV, 2020, Jeffrey Pelts personally came before me Jeffrey Pelts in his/her capacity as Managing Member of Ellie LLC and to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.

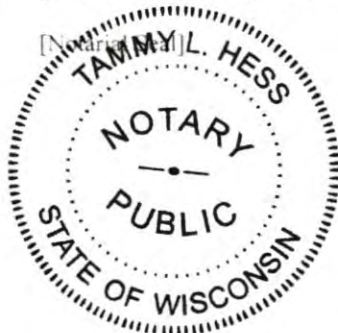
[Notarial Seal]



Jeffrey Pelts
Notary Public, State of Tennessee
My Commission: _____

STATE OF WI)
COUNTY OF ROCK)
SS)

On this 7 day of Dec, 2020, Todd M. Buehl personally came before me Todd M. Buehl in his/her capacity as CFO of ABC Supply, and to me known to be the person who executed the foregoing instrument on behalf of said company and acknowledged the same.



Tammy L. Hess
Notary Public, State of WI
My Commission: Feb 1, 2022