

### THIRD LEASE AMENDMENT

This Third Amendment ("Third Amendment") made this January 25, 2024, by and between Ellie, LLC, a Tennessee limited liability company. (hereinafter called "Landlord"), and American Builders and Contractors Supply Co., Inc., a Delaware corporation (hereinafter called "Tenant");

#### WITNESSETH:

Whereas, by Lease dated November 30, 2020, a subsequent First Lease Amendment dated October 24, 2022 and a Second Lease Amendment dated May 22, 2023 (collectively the "Lease") the Landlord demised unto Tenant certain premises of approximately 59,240 square feet located at: 2901 and 2929 Convair Road, Memphis, Tennessee 38132 (hereinafter the "Premises").

Whereas, the Premises originally consisted of 21,340 square feet of office, showroom and warehouse space and a paved outside storage area (hereinafter the "Original Leased Premises").

Whereas, by the Second Lease Amendment dated May 22, 2023, the Premises was expanded to include a certain additional warehouse storage area located at 2929 Convair Road, Memphis, Tennessee, containing of approximately 37,900 (hereinafter the "Additional Premises").

Whereas, Tenant desires to return possession and Landlord desires to retake possession of the Additional Premises. The Premises shall be amended as set forth below.

Whereas, the Landlord and Tenant are mutually desirous of amending said Lease as is hereinafter provided:

In consideration of the mutual terms, covenants and conditions herein contained, the parties hereto agree as follows:

1. Landlord and Tenant both mutually desire to return possession of the Additional Premises to the Landlord. As of December 1, 2023, the Leased Premises shall exclude the Additional Premises. The Original Leased Premises shall be known as the "Leased Premises". The Leased Premises shall now consist of 21,340 total square feet.
2. For Landlords retaking of the Additional Premises, Tenant shall owe to Landlord a retaking fee of Forty-five (45) days of Base Rent for the Additional Premises ("Retaking Fee"). The Retaking Fee shall be for a total amount due of Thirteen Thousand Eight Hundred Sixteen Dollars and 45/100 (\$13,816.45) and will be paid by Tenant within fourteen (14) days of the execution hereof.
3. Tenants proportionate share of the Leased Premises shall be 100%.
4. Monthly Base Rent for the Leased Premises, effective December 1, 2023, through the remainder of the term shall be \$5,750.00 per month, subject the terms and conditions as contained within the Lease.
5. The Second Extension Term of Section 7 as contained within the Second Amendment dated May 22, 2023, shall be modified to reflect the amended monthly Base Rent as shown below:

<u>Time Period</u>	<u>Monthly Base Rent</u>
12/01/2024-11/30/2025	\$6,000.00

6. That the parties hereto have agreed to the terms of this Third Amendment and except as expressly provided herein, each and all of the remaining terms and conditions of said Lease is hereby ratified and confirmed and shall continue in full force and effect.

In Witness Whereof, the parties hereto have executed this agreement on the date first written above.


**LANDLORD:**  
**ELLIE, LLC**

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

By: \_\_\_\_\_



By: \_\_\_\_\_

  
Tyler Williams (Jan 26, 2024 13:31 CST)

Tyler D. Williams, Deputy General Counsel