

Re: Lake Pointe Center 3
8470 Allison Pointe Blvd.
Indianapolis, Indiana

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease (the "Amendment") is made and entered into effective as of the 1st day of June, 2012, by and between SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian corporation ("Landlord") and LIQUID TRANSPORT, L.L.C. ("Tenant").

RECITALS:

A. E-L Allison Pointe II, LLP, ("Prior Landlord") and Entranco, Inc. ("Prior Tenant") have heretofore executed that certain Lease Agreement (the "Original Lease"), dated as of May 1, 2001, as assigned to Tenant pursuant to that certain Assignment and Assumption Agreement, dated January 26th, 2006, Amendment to Lease Agreement (the "First Amendment"), dated as of February 22, 2006, Second Amendment to Lease Agreement, dated as of October 1, 2009 and Addendum to Lease, dated as of February 15, 2011, pursuant to which Tenant is currently leasing approximately 16,079 rentable square feet (the "Premises") in that certain building and related land and improvements located at 8470 Allison Pointe Blvd., Indianapolis, Indiana (the "Building"). The Original Lease, as so assigned and amended, is referred to herein as the "Lease." Unless otherwise defined herein, all initially capitalized terms have the meanings assigned thereto in the Lease.

B. Landlord has acquired the Building and succeeded to all of Prior Landlord's interest as Landlord under the Lease. Tenant has succeeded to and assumed all of Prior Tenant's rights and obligations under the Lease..

C. Landlord and Tenant desire to execute this Amendment in order to evidence their agreement to (i) extend the term of the Lease and (ii) make certain other amendments to the Lease, all as more particularly set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

Article I

CERTAIN AMENDMENTS

SECTION 1.01. Lease Term. The term of the Lease shall be extended through and including December 31, 2017, subject subject to extention or earlier termination as set forth in the Lease. Tenant shall have no further extension options and all of said options are deleted.

SECTION 1.02. Base Rent. As of June 1, 2012, Base Rent for the Premises, throughout the Term, as hereby extended, shall be as follows:

<u>Period</u>	<u>Annual Rate Per R.S.F.</u>	<u>Monthly Amount</u>
6/1/12 – 3/15/15	\$16.90	\$22,644.59
3/16/15 – 12/31/17	\$17.90	\$23,984.51

The Base Rent under the Lease shall be due and payable in equal monthly installments, each such monthly installment due and payable on the first day of each calendar month, in advance, without demand and without setoff or deduction whatsoever. Tenant shall pay all other amounts as set forth in the Lease, except there shall be no Operating Cost or Tax passthroughs from June 1, 2012 through December 31, 2017.

SECTION 1.03. AS IS. Notwithstanding anything contained in the Lease to the contrary, Landlord is leasing the Premises to Tenant "as is" "where is" without representation or warranty, without any obligation by Landlord to alter, remodel, improve, repair or decorate any part of the Premises, except Landlord shall provide Tenant an allowance ("Allowance") in the amount of \$18,000. Tenant shall not become entitled to full credit for the Allowance and Landlord shall withhold the Allowance until thirty (30) days have passed since the work has been substantially completed and Tenant has caused to be delivered to Landlord (i) a list of all contractors, subcontractors and suppliers that performed the work on or for the Premises, (ii) all invoices from contractors, subcontractors, and suppliers evidencing the cost of performing the work, together with lien waivers from such parties, and a consent of the surety, and (iii) an affidavit signed by Tenant stating that all of the bills associated with the work have been paid. Any unspent or unclaimed portion of the Allowance remaining as of the June 30, 2014 shall be retained by Landlord without credit or reimbursement to Tenant.

SECTION 1.04. Commissions. Landlord and Tenant acknowledge that no brokers have been involved in this Amendment other than Hokanson Companies, Inc. ("Broker"), by separate written agreement, and Landlord will be responsible for the commissions, if any, owed such Broker pursuant to the terms thereof. Landlord and Tenant hereby indemnify each other from the payment of any commissions owed to any broker with respect to this Amendment resulting from the acts of such party, but not otherwise.

SECTION 1.05. Further Amendments. The Lease shall be and hereby is further amended wherever necessary, even though not specifically referred to herein, in order to give effect to the terms of this Amendment. Section 3 and Section 4 of the First Amendment are deleted. Section 7 of the Second Amendment is deleted. The last two (2) sentences of Section 2B of the Original Lease are deleted. Sections 28, 29 and 31 of the Original Lease are deleted.

Article II

MISCELLANEOUS

SECTION 2.01. Ratification. The Lease, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect in accordance with its terms. Tenant represents to Landlord that Tenant (a) is currently unaware of any default by Landlord under the Lease, (b) has full power and authority to execute and deliver this Amendment and this Amendment represents a valid and binding obligation of Tenant enforceable in accordance with its terms, (c) Landlord has completed all improvements to the Premises in compliance with all requirements in the Lease; and (d) all tenant finish costs or allowances payable by Landlord have been paid and no such costs or allowances are payable hereafter under the Lease.

SECTION 2.02. Notices. All notices to be delivered to Landlord under the Lease or otherwise with respect to the Premises shall, unless Landlord otherwise notifies Tenant, be delivered to Landlord in accordance with the Lease at the following addresses:

To Landlord:

Sun Life Assurance Company of Canada
One Sun Life Executive Park, SC1307
Wellesley Hills, Massachusetts 02481
Attn: Mr. Chuck Andes, Managing Director

With a copy to:

Hokanson Companies, Inc.
c/o Sun Life Assurance Company of Canada
201 West 103rd Street, Suite 400
Indianapolis, IN 46290
Attn: Stephen J. Adams, Vice President

SECTION 2.03. Counterparts. This Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Amendment may be executed by facsimile or electronically and each party has the right to rely upon a facsimile or electronically counterpart of this Amendment signed by the other party to the same extent as if such party had received an original counterpart.

SECTION 2.04. OFAC. Neither Tenant or Landlord nor any of their respective affiliates is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order

Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first above written.

TENANT:

LIQUID TRANSPORT, L.L.C.,

By: 

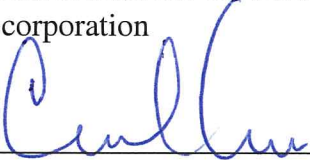
Name: Keith Lewis

Title: President

Date: 6/19/2012

LANDLORD:

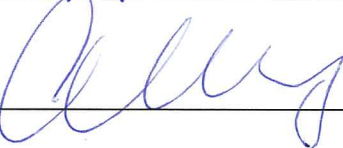
SUN LIFE ASSURANCE COMPANY OF CANADA,
a Canadian corporation

By: 

Name: Charles S. Andes
Authorized Signer

Title: _____

Date: 6/21/12

By: 

Name: Alena R. Tverskoy
Authorized Signer

Title: _____

Date: 6/21/12