

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of the 22 day of February 2006, by and between E-L Allison Pointe II, LLP ("Landlord") and Liquid Transport, L.L.C. ("Tenant").

RECITALS

- A. Landlord and Entranco, Inc. executed a certain Lease Agreement dated May 1, 2001 (the "Agreement") whereby Landlord leased to Entranco, Inc. and Entranco, Inc. leased from Landlord approximately 16,079 rentable square feet of office space located at 8470 Allison Pointe Boulevard, Suite 400, Indianapolis, Indiana in the building commonly known as Lake Pointe Center 3. On or about January 26, 2006, Entranco, Inc. assigned its interest in the Agreement to Tenant. *TR-LLW*
- B. Landlord and Tenant desire to amend the Agreement as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. **Premises and Term.** Paragraph 1 of the Agreement is hereby amended as follows:
 - a) The sentence "TO HAVE AND TO HOLD the same for a term of one hundred twenty (120) months commencing as of the estimated completion date of July 1, 2001 and ending June 30, 2011 unless terminated or extended pursuant to any provision hereof." is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the same for a term of one hundred fourteen (114) months commencing as of the estimated completion date of July 1, 2001 and ending December 31, 2010 unless terminated or extended pursuant to any provision hereof."
2. **Adjustments to Base Rent.** Paragraph 3 of the Agreement is hereby amended as follows:
 - a) The sentences
"Months 49 – 60 Twenty Nine Thousand Six Hundred Fifty Two Dollars (\$29,652.00)
Months 61 – 72 Thirty Thousand Ninety Six Dollars (\$30,096.00)
Months 73 – 84 Thirty Thousand Five Hundred Forty Eight (\$30,548.00)
Months 85 – 96 Thirty One Thousand Six Dollars (\$31,006.00)
Months 97 – 108 Thirty One Thousand Four Hundred Seventy One Dollars (\$31,471.00)
Months 109 – 120 Thirty One Thousand Nine Hundred Forty Three Dollars (\$31,943.00)"
Shall be amended as follows:

"Months 49 – 54 Twenty Nine Thousand Six Hundred Fifty Two Dollars (\$29,652.00)
Months 55 – 114 Twenty Nine Thousand Three Hundred Thirty Four Dollars (\$29,334.00)"
3. **Renewal.** Paragraph 28 of the Agreement is hereby amended as follows:
 - a) The sentence "Provided this lease agreement is in full force and effect and the Tenant shall not be in default hereunder, Tenant may renew and extend this lease agreement for a period of five (5) years from the tenth (10th) anniversary date of the commencement date of the original term of this lease agreement by notice in writing delivered to Landlord not less than one hundred eighty (180) days prior to the expiration date of the then current term of this lease agreement." Shall be amended as follows:

"Provided this lease agreement is in full force and effect and the Tenant shall not be in default hereunder, Tenant may renew and extend this lease agreement for a period of three (3) years from the expiration of the primary term, as hereby amended above, of the original term of this lease agreement by notice in writing delivered to Landlord not less than one hundred eighty (180) days prior to the expiration date, as hereby amended above, of the then current term of this lease agreement."
4. **Tenant's Right to Terminate.** Paragraph 31 is hereby amended as follows:
 - a) The sentence "Provided this lease agreement is in full force and effect and Tenant shall not be in default hereunder beyond any applicable notice and cure periods, Tenant shall have the right to terminate this lease agreement on the fifth anniversary date of the commencement date of the original term of this lease agreement after first having given Landlord; a) at least six (6) months prior written notice of its intent to terminate and b) a termination fee equal to ten (10) months of the rent that would have been payable in

months six, one (61) to seventy-two (72), as indicated in Paragraph 3 hereof, including additional rent that would have been payable pursuant to Paragraphs 4 and 5 as of the beginning of the sixty-first (61st) month of the lease. Such termination fee shall be additional rent hereunder and shall accompany the written notice of the Tenant's notice to terminate." Shall be amended as follows:

"Provided this lease agreement is in full force and effect and Tenant shall not be in default hereunder beyond any applicable notice and cure periods, Tenant shall have the right to terminate this lease agreement effective December 31, 2008 after first having given Landlord; a) at least six (6) months prior written notice of its intent to terminate and b) a termination fee equal to five (5) months of the rent as indicated in Paragraph 3, as hereby amended, including additional rent that would have been payable pursuant to Paragraphs 4 and 5 as of the beginning of the ninety first (91) month of the lease. Such termination fee shall be additional rent hereunder and shall accompany the written notice of the Tenant's notice to terminate."

5. No Further Amendments. Except as hereby amended, the Lease shall remain in full force and effect and is hereby ratified and confirmed in accordance with its terms and conditions.

This Amendment shall not be in force and effect until executed by both Landlord and Tenant.
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

LANDLORD:

E-L Allison Pointe II, LLP
By: Edgeworth Laskey Properties, LLC,
its Managing Partner

By: 
Name: Thomas P. Laskey Jr.
Title: member

TENANT:

Liquid Transport, L.L.C.

By: 
Name: LANNY L. WILKERSON
Title: PRESIDENT