

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Second Amendment") is made as of the 1st day of October, 2009, by and between Sun Life Assurance Company of Canada, a Canadian Corporation (as "Landlord") and Liquid Transport, L.L.C. (as "Tenant").

WHEREAS, E-L Allison Pointe II, LLP as "Original Landlord" and Etranco, Inc, as "Original Tenant" entered into that certain Lease Agreement, dated May 9, 2001, as assigned by Original Landlord pursuant to a certain Assignment by and between Original Landlord and Landlord dated December 16, 2006, and assigned by Original Tenant to Tenant pursuant to that certain Assignment and Assumption Agreement dated January 26, 2006 (the "Lease"), the subject of which was the lease by Tenant of certain space in that building commonly known as "Lake Pointe Center III" located at 8470 Allison Pointe Blvd. in Indianapolis, Indiana, as such space is more particularly described in the Lease (the "Premises"); and

WHEREAS, Original Landlord and Tenant entered into that certain Amendment to Lease Agreement dated February 22, 2006; and

WHEREAS, Landlord and Tenant desire to further modify the Lease in certain particulars as hereinafter set forth;

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

1. **Defined Terms:** For purposes of this Second Amendment, all terms that are use in this Second Amendment which are defined in the Lease shall have the same meaning in this Second Amendment as are ascribed to them in the Lease. The Lease together with both Amendments thereto shall be collectively referred to as the Lease.
2. **Extended Term:** The Term of the Lease expires on December 31, 2010. Tenant hereby extends the term of the Lease to December 31, 2013, and the rent shall be set as set forth herein.
3. **Base Rent:** (a) Commencing on October 1, 2009, and continuing on the first day of each month thereafter during the Term and notwithstanding enumerated Paragraphs 2 and 3 of the Lease to the contrary, Tenant shall pay Base Rent for the Premises in the following amounts:

<u>Period</u>	<u>Base Rental</u> <u>Rate</u>	<u>Annual Base</u> <u>Rental</u>	<u>Monthly</u> <u>Base Rental</u>
Months 1-15:	\$15.00/sf	\$241,185.00	\$20,098.75
Months 16-28:	\$16.60/sf	\$266,911.00	\$22,242.58
Months 29-41:	\$17.40/sf	\$279,775.00	\$23,314.58
Months 42-54:	\$18.20/sf	\$292,638.00	\$24,386.50

(b) All such Base Rent shall be paid in monthly installments on the first (1st) day of the month, and all payments of Base Rent shall be due strictly in accordance with enumerated Paragraph 2A of the Lease.

4. Tenant Improvements/Allowances: Landlord shall provide Tenant with up to \$48,000.00 as a refurbishment allowance for use before December 31, 2010 to be used solely for Tenant Improvements. Tenant shall obtain Landlord's consent before said improvements are made and allow Landlord's construction manager to bid the proposed work on behalf of Tenant. Tenant shall provide Landlord with receipts evidencing the costs of said improvements for reimbursements up to the allowed amount. No credit shall be given for any unused portion of said allowance.

5. Taxes: A new sentence shall be added at the end of the last paragraph of enumerated Paragraph 4B, "tenant shall receive a base year for Real Estate Taxes of 2009."

6. Operating Cost Escalation: A new sentence shall be added to the end of the first paragraph of enumerated Paragraph 5A stating that, "Tenant shall receive a base year of 2009 for Operating Expenses". A new sentence shall be added at the end of the second paragraph of enumerated Paragraph 5A stating that, "Landlord shall cap controllable expenses, defined as expenses related to janitorial, security, administrative, management, and landscaping costs, at five percent (5%)".

7. Renewal: The renewal option provided in enumerated paragraph 28 shall be deleted in its entirety and replaced with the following:

Provided this Lease Agreement is in full force and effect, and Tenant is not in default hereunder, Tenant shall have the right to renew this Lease Agreement for two (2) one (1) year periods by providing written notice to Landlord not less than one hundred eighty (180) days prior to the expiration date of the then current term of this Lease Agreement. All of the covenants, conditions, and provisions of this Lease Agreement shall remain applicable except that for each extension period the Base Rent shall be \$19.00 per square foot and Landlord will provide Tenant with an allowance of up to \$18,000.00 to be used for tenant improvements. No credit will be given for any unused portion of said allowances.

8. The Notice Address for the Landlord in enumerated Paragraph 23(1) and (2) is as follows:

Sun Life Assurance Company of Canada
c/o Colliers Turley Martin Tucker
Chase Tower
111 Monument Circle, Suite 3960
Indianapolis, IN 46204

9. Broker: Tenant represents and warrants, except for Michael Semler and Andrew Martin of Colliers Turley Martin Tucker representing the Landlord, no other real estate broker or brokers were involved in the negotiations and execution of this Amendment. Tenant shall

indemnify Landlord and hold it harmless from any and all liability for the breach of any such representations and warranty on its party and shall pay any compensation to any broker or person who may be deemed or held to be entitled thereto.

10. No Other Modifications: As expressly modified by this Second Amendment, the Original Lease remains in full force and effect.

11. Transfers, Successors and Assigns: This Second Amendment shall inure to the benefit of and shall be binding upon Landlord, Tenant, and their respective successors and assigns.

12. Time of Essence: Time is of the essence with respect to this Second Amendment.

13. Governing Law: The Second Amendment shall be construed and interpreted under the laws of the State of Indiana.

14. Counterparts: This Second Amendment may be executed in multiple counterparts, all of which together shall constitute a single agreement.

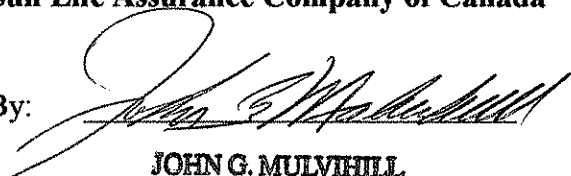
15. The persons signing this Agreement on behalf of Landlord and Tenant are each authorized to bind their respective companies to this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Lease as of the date first written above.

LANDLORD

Sun Life Assurance Company of Canada

By:



JOHN G. MULVHILL
MANAGING DIRECTOR
(Printed name and title)

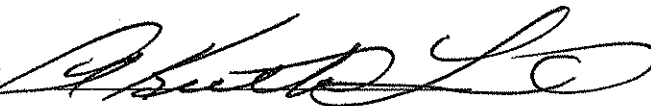


THOMAS V. PEDULLA
SENIOR MANAGING DIRECTOR

TENANT

Liquid Transport, L.L.C.

By:



Akshay Lewis, President
(Printed name and title)