

BUILD-TO-SUIT LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of the 14th day of February, 2001, is entered into by and between Simpson Auto Properties, a Limited Liability Corporation ("Landlord") and Ryder Truck Rental, Inc., a Florida corporation ("Tenant").

Landlord desires to construct and lease to Tenant, and Tenant desires to have constructed and to lease from Landlord, a facility on property owned by Landlord, in accordance with the following terms and conditions:

1. **PROPERTY ACQUISITION.** Landlord shall construct and lease to Tenant, and Tenant shall lease from Landlord, a facility to be constructed by Landlord on the site located on Starkey Drive, in Florence, Alabama, being more particularly described on Exhibit A attached hereto (the "Premises").

2. **CONSTRUCTION OF IMPROVEMENTS.**

A. Landlord agrees to furnish at Landlord's sole cost and expense all space planning, architectural fees, construction management and permitting fees and all of the material, labor and equipment for the construction of the facility ("Landlord's Improvements") pursuant to Tenant's specifications and as described in the Minimum Specifications attached as Exhibit C and further developed in Landlord's Proposal dated March 20, 2000 attached as Exhibit C-1 (the "Specifications"). Any discrepancies between Exhibit C-1 and Exhibits B, B-1, B-2, B-3 and C shall be superceded by Exhibits B, B-1, B-2, B-3 and C. Landlord shall cause the Landlord's Improvements to be constructed in a good and workmanlike manner substantially in accordance with the Specifications and in accordance with all applicable statutes and building codes, governmental rules, regulations, ordinances and orders.

B. It shall be Landlord's sole responsibility and obligation to ensure that the Landlord's Improvements comply with all applicable laws, ordinances and codes including, without limitation, the requirements of the Americans with Disabilities Act and regulations promulgated thereunder. Landlord shall promptly complete any and all alterations, modifications or improvements which are or become necessary in order to comply with such laws, ordinances and codes, except as they apply to improvements or alterations constructed by Tenant upon the Premises. Tenant shall have the right to inspect the construction of the Landlord's Improvements. However, neither Tenant's right of inspection, Tenant's making any inspection, nor Tenant's acceptance of the Premises shall relieve Landlord of its obligation to construct the Landlord's Improvements in accordance with the requirements of this Lease.

C. The Landlord's Improvements will be connected with a public sanitary sewer, water supply and electricity.

D. Time is of the essence of this Lease. Upon the full execution of this Lease, Landlord shall promptly apply for all necessary licenses, permits and other governmental approvals necessary for the construction of Landlord's Improvements and the use of the Premises for

Tenant's Intended Use, as defined in paragraph 5, including, without limitation, zoning, subdivision of parcels and special use permits. If Landlord does not obtain all such approvals within 60 days following the full execution of this Lease, either party may terminate this Lease upon written notice to the other party whereupon neither party shall have any further obligation hereunder. Landlord shall commence the construction of Landlord's Improvements within 5 days following Landlord's obtaining all such approvals. Landlord shall use its best efforts to deliver possession of the Premises and Landlord's Improvements to Tenant, "ready for occupancy", within one hundred eighty (180) days from lease execution by both parties, provided, however, that such date shall be extended by the period, not to exceed thirty (30) days, for any delays due to strikes, casualties, shortages in materials or labor, acts of God or other causes beyond Landlord's control or delays caused by Tenant. For purposes of this Lease, "ready for occupancy" means the Landlord's Improvements shall have been completed in accordance with the provisions of this Lease, with the exception of "punch list items", and an unrestricted final certificate of occupancy shall have been issued by the appropriate governmental agency for Tenant's Intended Use of the Premises. Landlord shall use its best efforts to have all "punch list" items completed within thirty (30) days of the Commencement Date, as defined in paragraph 3A, and in the event of Landlord's failure to do so, Tenant may withhold any rental payments until such items have been completed. Notwithstanding anything in this Lease to the contrary, if by the one hundred eightieth (180th) day from lease execution by both parties the Premises are not "ready for occupancy", whether due to reasons beyond the control of Landlord or otherwise, other than delays caused by Tenant, Tenant may terminate this Lease upon written notice to Landlord, whereupon Tenant shall have no further obligation to Landlord hereunder. If Tenant does not exercise its right to terminate this Lease pursuant to the preceding sentence, Landlord shall pay to Tenant or, at Tenant's option, Tenant may deduct from the rent otherwise payable by Tenant hereunder, the sum of \$100.00 for each and every day beyond the one hundred eightieth (180th) day from lease execution by both parties that the Premises are not "ready for occupancy" for any reason other than delays caused by Tenant.

E. Landlord guarantees the Landlord's Improvements against defective design, workmanship and materials for a period of 3 years from the Commencement Date, as hereinafter defined (the "Warranty Period") and Landlord agrees, at its sole cost and expense, to repair or replace any defective item occasioned by defective design, workmanship or materials during the Warranty Period. Tenant's acceptance of the Premises shall not constitute a waiver of Landlord's warranty. From and after the expiration of the Warranty Period, Landlord agrees to cooperate with Tenant in the enforcement by Tenant of any express warranties or guarantees of workmanship or materials given by subcontractors, architects, draftsmen or materialmen that guarantee or warrant against defective design, workmanship or materials for a period in excess of the Warranty Period and which are applicable to repairs for which Tenant is responsible under this Lease.

F. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all losses, liabilities, claims, damages and expenses (including, without limitation, reasonable attorneys' fees) resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any mechanic's lien or other lien for labor, services, materials, supplies, machinery, fixtures or equipment furnished to the Premises in the performance of Landlord's Improvements.

3. **TERM.**

A. The initial term of this Lease (the "Initial Term"), and Tenant's obligation to pay rent hereunder, shall commence at such time as Landlord has delivered the Premises to Tenant "ready for occupancy", as defined in paragraph 2D, and Tenant has approved the Landlord's Improvements and accepted the Premises ("Commencement Date"), and shall extend for 5 years, plus that part of the month in which the Commencement Date falls if other than the first day of a month. When the Commencement Date has been determined, the parties shall execute a supplement to this Lease in the form of Exhibit D attached hereto.

B. Tenant shall have the option to extend this Lease for a period of five (5) years (the "Extension Term"), upon the same terms and conditions except for rent, by giving Landlord written notice at least ninety (90) days prior to the expiration of the Initial Term. The rent which shall be due in payable during the Extension Term shall be the sum of Three Thousand Eight Hundred and no/100 Dollars (\$3,800.00) per month.

4. **RENT.** Tenant agrees to pay to Landlord during the Initial Term the sum of Four Thousand and no/100 Dollars (\$4,000.00) per month payable in advance on the first day of each month. Rent for partial months shall be pro rated.

5. **USE OF PREMISES.** The Premises shall be used and occupied for the purpose of Tenant's business of renting, leasing, selling, repairing, washing, storing and fueling trucks and other vehicles ("Intended Use") or for any other legal purpose. Landlord warrants that as of the Commencement Date there will be no zoning restrictions or other governmental ordinances and no easements or restrictive covenants affecting the Premises that will prevent or interfere with the Intended Use.

6. **CONDITION OF PREMISES.**

A. Tenant reserves the right to inspect (including without limitation the right to make environmental tests and assessments), approve and accept the Landlord's Improvements and the Premises. Tenant shall advise Landlord of items of needed repair and/or correction regarding the condition of the Landlord's Improvements and the Premises and Landlord agrees to make such repairs and/or corrections as are appropriate. The Commencement Date and the obligation to pay rent and other costs shall be adjusted to the date of completion of any such repairs and/or corrections required to be made by Landlord. In the event such repairs and/or corrections cannot be or are not made within thirty (30) days of notice to Landlord by Tenant, Tenant shall have the option to (a) make such repairs and/or corrections and deduct the entire cost from the rent; (b) accept the Premises; or (c) terminate this Lease, in which event neither party shall have any further obligation to the other party.

B. In the event that there are any permits, licenses, approvals, permissions, or other governmental authorizations (collectively the "Authorizations") required for Tenant's Intended Use of the Premises, acceptance of the Premises and of this Lease is hereby made conditional upon receipt of all such Authorizations required for Tenant's Intended Use. In the event that Tenant is unable to obtain all such Authorizations within a reasonable time, or that zoning

restrictions, governmental ordinances and existence of condemnation proceedings are not as warranted, Tenant shall have the option to terminate this Lease by written notice to Landlord.

7. **TENANT'S MAINTENANCE.** With the exception of items for which Landlord is responsible during the Warranty Period and those items for which Landlord is responsible pursuant to paragraph 8, Tenant shall, at its own expense, maintain the interior of the Premises in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage excepted. Tenant shall not be required to replace any fixture, appurtenance, equipment or any other item at the Premises unless the need therefor is due solely to Tenant's abuse.

8. **LANDLORD'S MAINTENANCE.** Landlord shall, at its expense, maintain, upgrade and replace, as necessary, the exterior, roof, foundation, structural frame, walls, fuel and other storage tanks (including pumps and associated piping and appurtenances), mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts in good repair. Tenant shall give Landlord notice of defects or the need for repairs and/or replacements within five working days after Tenant discovers such defects or the need for repairs and/or replacements, and Landlord shall promptly repair, replace or otherwise cure such defects. In the event that Landlord fails to make the necessary repairs and/or replacements within a reasonable period of time, or such repairs and/or replacements must be made on an emergency basis in order for Tenant to operate its business or protect its property, Tenant shall have the option to make such repairs and/or replacements and deduct the reasonable cost thereof from the rent. If Tenant does not notify Landlord within five working days after Tenant discovers such defects or the need for repairs and/or replacements, and such failure leads to additional costs for such repairs or replacements, Tenant shall be responsible for the additional costs attributable to Tenant's delay in reporting the same to Landlord.

9. **COMPLIANCE WITH LAWS.** Landlord shall promptly execute and comply with all present and future laws, statutes, ordinances, orders, codes, permits, rules and regulations of all federal, state, and local governments, departments, commissions, agencies and boards ("Laws") regarding the maintenance, repair, safety, or alteration of the Premises and any and all environmental compliance required in connection with the use and occupancy of the Premises. Landlord's obligation shall include performing or arranging for the performance of any and all inspections, tests, audits, or monitoring required for compliance with any Law. Landlord further warrants that the Premises are in compliance with all Laws and that there are no pending condemnation proceedings which will affect Tenant's use and enjoyment of the Premises.

10. **ALTERATIONS AND IMPROVEMENTS.** Tenant may make material alterations, additions or improvements only with the consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Such alterations, additions or improvements and all equipment, trade fixtures and furniture shall be and remain the property of the Tenant, and Tenant may elect to remove them at any time during the term of this Lease or any extensions thereof. In the event that Tenant does not remove such alterations, additions or improvements at the final expiration of the Lease, they shall become the property of the Landlord. At the expiration of the Lease, Tenant shall deliver the Premises to the Landlord in as good order and condition as at the commencement of the term of this Lease, ordinary wear and tear, natural deterioration and casualty damage excepted. Any damage caused by the removal of Tenant's

alterations, additions, improvements or trade fixtures at the expiration of the Lease term shall be repaired at Tenant's expense. Landlord acknowledges that Tenant may be placing above ground storage tanks ("ASTs") at the Premises and shall have the right, at its election, to install aboveground storage tanks, fuel island(s), appurtenances and equipment for the purpose of storing and dispensing petroleum products, including lubricants, motor oils, greases, vehicle fluids and diesel fuel. Such ASTs shall remain the personal property of Tenant and may be removed from the Premises at any time during the term of this Lease by Tenant.

11. **ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease or its rights under this Lease or may sublease the Premises or any part thereof with the consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Tenant may, however, without such consent, (i) assign or sublet this Lease to a corporation with which it may merge or consolidate, to Tenant's parent or any subsidiary of Tenant or any corporation under common control with Tenant, provided that in any such case Tenant shall remain primarily liable for all Tenant obligations hereunder, or (ii) assign this Lease to a purchaser of substantially all of Tenant's assets. In the event of an assignment or sublease, Tenant shall remain liable for the payment of all rent required to be paid and for the performance of all terms, covenants and conditions to be performed by Tenant.

12. **INSURANCE.**

A. Tenant shall, at Tenant's cost and expense, maintain a policy of commercial general liability and property damage insurance for the Premises, in the amount of One Million Dollars (\$1,000,000) combined single limit. Such insurance shall be placed with a company or companies qualified to do business in the state where the Premises are located. In any event, Tenant may provide such coverage under any blanket policy of Tenant or its parent corporation. Upon request, Tenant shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be cancelled or amended in any material respect without thirty (30) days prior written notice to Landlord.

B. Tenant shall also provide and maintain, at its sole cost and expense, a policy or policies of insurance covering loss or damage to the Premises on an "All Risk" basis in the amount of the full replacement value of the Premises and all other improvements now or at any time hereafter constituting a part of the Premises. Tenant shall provide a certificate of insurance evidencing the required coverage, and such certificate shall provide that the policy may not be cancelled or amended in any material respect without thirty (30) days prior written notice to Landlord. Landlord shall be named as the loss payee for such insurance coverage.

13. **INDEMNIFICATION.**

A. Notwithstanding Tenant's obligation to provide and maintain insurance, Tenant shall defend, indemnify and hold harmless Landlord, and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including, without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death),

suffered by any person (including employees of Tenant) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of Tenant's use or occupancy of the Premises including, without limitation (i) acts or omissions of Tenant or its agents or employees or (ii) the breach of any covenant, representation or warranty of Tenant contained in this Lease. Nothing in this indemnity shall require Tenant to indemnify Landlord from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Landlord, its agents, employees or contractors.

B. Landlord shall defend, indemnify and hold harmless Tenant and its directors, officers, employees, agents, successors, assigns and affiliates from and against all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation reasonable attorneys' fees and expenses) of any kind or nature whatsoever, suffered or incurred by any of such indemnified parties, based upon or arising out of any claim for personal injury (including death), suffered by any person (including employees of Landlord) and loss of or damage to any property (including loss of use thereof), in either case proximately caused by or arising out of the following: (i) acts or omissions of Landlord, or its agents, employees or contractors or (ii) the breach of any covenant, representation or warranty of Landlord contained in this Lease. Nothing in this indemnity shall require Landlord to indemnify Tenant from and against claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties to the extent the same are proximately caused by or arise out of the acts or omissions of Tenant, its agents, employees or contractors.

C. In the event of a claim covered by an indemnity hereunder, the damaged party shall promptly notify the indemnifying party in writing of such claim, and the indemnifying party shall thereupon either pay or undertake to defend such claim on behalf of the damaged party, and the indemnifying party shall hold the damaged party free and harmless from such claim. If the indemnifying party fails to pay or to undertake to defend against such claim, then the damaged party may either pay, settle or contest such claim, in which case the indemnifying party shall reimburse the damaged party for all reasonable payments made and all reasonable costs and expenses, including reasonable attorney's fees, incurred in connection with the settlement or contest of such claim, and shall hold the damaged party free and harmless therefrom.

14. DAMAGE AND DESTRUCTION.

A. In the event that the Premises shall be damaged to the extent that they are untenantable in part, the rent shall be abated to the extent that the Premises may not be used for Tenant's business. Landlord shall promptly repair and/or rebuild the Premises to substantially the same condition in which they existed prior to such damage.

B. In the event that the Premises shall be totally destroyed or shall be damaged as to be totally untenantable, either party may elect, within thirty (30) days of the date of such destruction or damage, to terminate this Lease as of such date of destruction or damage. In the event neither party elects to terminate this Lease, Landlord shall promptly restore the Premises to substantially the same condition in which they existed prior to such destruction or damage and the rent will abate totally during the period of restoration.

C. In the event Landlord does not, within six (6) months of the destruction or damage or the Premises, restore the Premises as required herein, then Tenant shall have the option to terminate this Lease upon written notice to Landlord.

15. **CONDEMNATION.**

A. **Leasehold Award** If the whole or part of the Premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, or any extension or renewal, or if such authority shall take title to the Premises in lieu of condemnation, Tenant reserves the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for the taking, based upon its leasehold interest and ownership of leasehold improvements, interruption of business, moving expenses and other damages available under applicable law, without impairing any rights of Landlord for the taking of or injury to the reversion.

B. **Partial Taking** In the event that a part of the Premises shall be taken or condemned or title be transferred in lieu of condemnation which, in the reasonable judgment of Tenant, is sufficient to render the remaining portion unsuitable for its continued use or occupancy, or in the event that a partial taking shall result in cutting off direct access from the Premises to any adjacent public street, highway or road, or which results in the parking lot area being rendered too small for the safe and easy maneuvering of Tenant's vehicles, then and in any such event, Tenant may at any time either prior to or within a period of sixty (60) days after the date when possession of the Premises shall be required by the condemning authority, elect to terminate this Lease. In the event that Tenant fails to exercise its option to terminate this Lease then this Lease shall continue in effect with respect to the portion of the Premises not taken except that the rent and other charges for which Tenant is responsible hereunder shall be equitably reduced. If the taking results in the loss of a portion of any structure the Landlord will, with all due diligence and at its own cost and expense, repair and restore the Premises or what may remain to a condition suitable to Tenant's needs, and until the completion of such work, the obligation of Tenant to pay rent and other charges for which Tenant is responsible hereunder shall abate.

16. **QUIET ENJOYMENT.** Landlord represents and warrants that it is the owner of the Premises in fee simple and that it has the full right to execute and perform this Lease and to grant the demised estate and no joinder or approval of another person is required. No liens, restrictions, or encumbrances prevent the Intended Use of the Premises. Tenant, upon payment of the rent and performance of the terms required to be performed by it, shall peacefully and quietly have, hold and enjoy the Premises during the full term of this Lease and any extensions or renewals.

17. **MORTGAGING OF LANDLORD'S ESTATE.** If there is any existing encumbrance on the Premises, or any part thereof, or on a larger parcel of property of which the Premises forms a part, Landlord shall provide Tenant with a valid non-disturbance agreement from the lender and/or lien holder in a form reasonably acceptable to Tenant. In the event Landlord creates any new encumbrance against its estate in the Premises, and at the request of Landlord, Tenant will execute a subordination and attornment agreement upon the condition that Landlord's

lender and/or lienholder provides Tenant with a non-disturbance agreement in form and substance reasonably acceptable to Tenant.

18. **PROPERTY TAXES.** Landlord agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the Premises during the term hereof. In the event that Landlord fails to make such payments, Tenant shall have the right, but not the obligation, to make such payments in the Landlord's name, and to deduct the entire amount paid from the rent. Tenant agrees to reimburse Landlord for all such taxes and assessments within 30 days of Tenant's written receipt of an invoice for the same. Taxes and assessments for the tax year in which the Initial Term begins, as well as for the tax year in which this Lease shall end, shall be apportioned so that Tenant shall pay only a pro rata portion of such taxes and assessments based upon the portions of such years falling within the term of this Lease. Wherever possible, Landlord shall elect to pay special assessments in installments and Tenant shall be responsible to pay only those installments becoming due and payable during the Initial Term or any extension thereof. Tenant shall have the right at its own cost and expense, and for its sole benefit, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of taxes assessed to or levied upon the Premises and required to be paid by the Tenant and to defend any claims for lien that may be asserted against Landlord's estate. Tenant may take such action in the name of the Landlord. Landlord shall provide such cooperation and assistance as Tenant may reasonably require, provided, however, that Tenant, shall indemnify and hold the Landlord harmless from all loss, cost, damage and expense incurred by Landlord as a result of such proceedings. In the event Landlord fails to make such payments, Tenant shall have the right, but not the obligation, to make such payments in the Landlord's name, and to deduct the entire amount paid from the rent.

19. **UTILITIES.** Landlord represents and warrants that the Premises will be served by appropriate electric, water, gas and sewer service. The cost of all utility services, including but not limited to gas, water and electricity, shall be paid by Tenant.

20. **DEFAULT BY TENANT.** If Tenant fails to pay any installment of rent when due, and such failure continues for a period of ten (10) days after Tenant's receipt of written notice from Landlord, or if Tenant fails to perform any obligation hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from Landlord specifying the nature of the default and demand for performance, then and in any event, and as often as any such event shall occur, Landlord may (a) declare the term ended and enter into the demised Premises or any portion thereof, either with or without process of law, and expel Tenant or any person occupying the Premises, using such force as may be reasonably necessary to do so, and so to repossess and enjoy the Premises as in Landlord's former estate; or (b) relet the Premises applying the rental from the new tenant to this Lease, and Tenant shall be responsible for no more than the balance that may be due, should a balance exist. Notwithstanding the foregoing, if any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days from and after the receipt of notice as required above, and Tenant prior to the expiration of thirty (30) days from and after the receipt of notice as required, commences to eliminate the cause of the default, then the Landlord shall not have the right to declare the Tenant in default on account of said cause. Landlord shall mitigate its damages in the event of any such default by Tenant.

21. **DEFAULT BY LANDLORD.** In the event Landlord fails to perform any of its obligations hereunder, Landlord shall be entitled to a reasonable period of time after notice from Tenant to cure such default; provided, however, that such reasonable period shall not exceed thirty (30) days unless the default, by its nature, cannot be cured in fewer than thirty (30) days and Landlord has commenced to cure and is diligently pursuing the cure of such default. In the event Landlord does not cure the default within a reasonable period of time, Tenant shall be entitled to bring an action for specific performance and/or for damages and Tenant shall also be entitled to terminate this Lease.

22. **RIGHT OF FIRST REFUSAL TO PURCHASE THE PREMISES.**

A. Should Landlord or Landlord's heirs, executors, successors or assigns at any time during the term of this Lease or any extension, receive an offer to purchase the Premises or any part thereof, and Landlord desires to accept the offer, or should Landlord during such time make an offer to sell the demised Premises or any part thereof, Landlord shall give Tenant thirty (30) days notice in writing of such offer setting forth the name and address of the proposed purchaser with executed copies of all relevant documents, the amount of the proposed purchase price, and all other terms and conditions of the offer; and Tenant shall have the first option to purchase the Premises which are the subject of the offer by giving written notice to Landlord of its intention to purchase within the thirty (30) day period at the same price and on the same terms of the offer. If this option is not exercised by Tenant this Lease and all its terms and conditions shall nevertheless remain in full force and effect and Landlord and any purchaser of the Premises shall be bound by the terms of this Lease. In the event that the Premises set forth in the offer are or are not sold, Tenant shall have, upon the same conditions and notice, the continuing first option to purchase the Premises or any part thereof, upon the terms of any subsequent offer or offers to purchase.

B. In the event any of the foregoing options are exercised, Landlord shall convey a good, merchantable and insurable title in fee simple to the real estate by good and sufficient stamped general warranty deed with release of dower, homestead, curtesy and other rights of the respective spouses, if any, and free from all encumbrances whatsoever, except those created or approved in writing by Tenant. Landlord shall convey any and all personal property by warranty bill of sale. Within thirty (30) days of the date of exercise of any such option, Landlord shall furnish to Tenant, at Landlord's cost, a commitment for title insurance issued by a title company chosen by Tenant and a survey of the Premises. Within thirty (30) days after receipt by Tenant of both the commitment and the survey, the Tenant shall deliver to the Landlord a written statement specifying any objections to conditions affecting title disclosed by the commitment and any objections to conditions disclosed by the survey. If the Tenant objects to any conditions which are non-monetary in nature (i.e. easements, encroachments, etc.), the Landlord may elect to cure such conditions prior to the closing date in a manner satisfactory to the Tenant. In the event any non-monetary condition objected to has not been cured by the Landlord as of the closing date, the Tenant shall have the option either to (i) accept the Premises subject to the condition or (ii) terminate this option, whereupon each party shall be released from duties or obligations arising from the exercise of the Tenant's option to purchase and this Lease will remain in full force and effect. At closing, the Landlord shall satisfy all conditions objected to which are monetary in nature (i.e. mortgages, liens, etc.). Settlement of the purchase price and

conveyance to the Tenant shall be made within ninety (90) days from the date of exercise according to local terms and customs. Taxes, utilities, rents, and other current expenses, shall be adjusted as of the date of closing. If the amount of taxes due for the current year is not yet published, then the proration shall be based on the most recent tax rate and Landlord agrees that, at Tenant's request, taxes shall be re-prorated after the current year's tax bill has been received. If the tax bill for the current year is already published and the amount of the taxes due is known, then the taxes shall be paid at or before the closing. If the tax bill for the current year is not yet published but is expected to be published within thirty (30) days after the closing date, then an estimated amount for taxes as reasonably determined by Tenant shall be paid to the title company. Landlord shall pay current installments of all certified assessment liens at the time of closing.

23. **ENVIRONMENTAL MATTERS.**

A. Landlord warrants and represents that any use, storage, treatment, or transportation of regulated, hazardous or toxic substances, materials, or wastes, or any other contaminants (collectively "Hazardous Substances"), in, on, under, from or affecting the Premises before the commencement date of this Lease has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, under or from the Premises and that the Premises are free of Hazardous Substances as of the date hereof.

B. Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, losses or expenses (including, without limitation, any and all sums paid for settlement of claims and attorneys', consultants' and experts' fees) (collectively "Liabilities"), whether arising during the initial Term or thereafter, and resulting from or arising in connection with the presence (or suspected presence), disposal, release (or threatened release), of any Hazardous Substance in, on, under, from or affecting the Premises, unless caused by the acts or omissions of Tenant, its agents, employees or contractors. Without limiting the generality of the foregoing, Landlord's indemnity shall apply to any and all Liabilities resulting from or arising out of (i) any investigation (governmental or otherwise) of the Premises, any cleanup, removal or restoration of the Premises required by any governmental agency, and any personal injury (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates, or percolates into, onto or under the Premises.

C. Prior to the commencement of the Initial Term and for a period of sixty (60) days thereafter, Tenant may, at its option and expense, perform (or have performed) an environmental assessment of the Premises. In the event any phase of such assessment indicates the presence (or threatened presence) of Hazardous Substances, Landlord shall undertake, at its sole cost and expense, to expeditiously report such finding to the appropriate governmental agency(s) and to remediate the Premises, all in accordance with applicable federal, state and local laws, rules and regulations. If Landlord fails or refuses to report and remediate as aforesaid, then Tenant may, at its option, terminate this Lease upon written notice to Landlord, whereupon Landlord shall

indemnify, defend (with counsel reasonably acceptable to Tenant) and hold harmless the Tenant from and against any and all Liabilities resulting from or arising out of such failure or refusal.

D. Prior to the commencement of the Initial Term, Landlord shall provide Tenant with copies of all environmental reports, documents, information and data in its possession pertaining and relevant to the Premises. Landlord shall also complete and deliver to Tenant, within ten (10) days of the final execution of this Lease, a Disclosure Statement on a form to be provided by Tenant.

24. **NOTICES.** All notices required or permitted by this Lease shall be in writing, signed by the party serving the notice, sent to the party at the address shown at the end hereof or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Such notices shall be either 1) deposited, postage prepaid, in the registered or certified United States mail, return receipt requested, 2) sent prepaid via air courier service or 3) via facsimile and shall be deemed given when actually received at the address shown on the postal or air courier receipt.

25. **ENTIRE AGREEMENT.** This Lease, including the Exhibits, constitutes the entire agreement between the parties and will supersede all previous negotiations and commitments whether written or oral. No waivers, alterations, or modifications of this Lease or any agreements in connection with it shall be valid unless in writing and duly executed by both Landlord and Tenant.

26. **SAVINGS CLAUSE.** The form of this Lease is intended for general use in the United States of America and in the event that any of the terms and provisions are in violation of or are prohibited by any law, statute or ordinance of the state or city where it is used, such term or provision shall be of no force and effect to the extent of such violation or prohibition without invalidating the terms and provisions of this Lease.

27. **BROKERAGE COMMISSIONS.** With the exception of Colliers Turley Martin & Tucker (the "Disclosed Brokers") Landlord and Tenant each warrant to the other that no real estate broker or agent is entitled to any commission or fee whatsoever with respect to this transaction. In the event of a claim for a fee or commission by anyone other than the Disclosed Brokers, the party against whom such a claim is made shall indemnify and hold the other party harmless from and against such claim. This provision shall survive the expiration or termination of this Lease. The Landlord agrees to pay the Disclosed Brokers in connection with the lease of the Premises.

28. **ATTORNEY'S FEES.** If either party resorts to legal action to enforce its rights under this Lease, the prevailing party shall recover from the other party its costs of such legal action, including without limitation, reasonable attorney's fees.

29. **SUCCESSORS AND ASSIGNS.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

30. **GOVERNING LAW.** This Lease shall be governed by the laws of the state where the Premises are located.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their duly authorized representatives.

SIMPSON AUTO PROPERTIES, LLC

By: [Signature]
Title: Manager Vice-President
Date: 2-1-2001
TIN: 63-1254759

RYDER TRUCK RENTAL, INC.

By: [Signature]
Title: W.P. President Ryder & LE
Date: 2/14/01
TIN: 59-6747035

MR
[Signature]

Address for notices:
715 N. Broadway
Florence, AL 35630
Fax: (256) 757-3100

Address for notices:
Attn: Real Estate (4B)
3600 N.W. 82nd Avenue
Miami, Florida 33166
Fax: (305) 500-3381

With a copy to:
Colliers Turley Martin Tucker
Attn: Ryder Team
77 West Port Plaza, Suite 250
St. Louis, MO 63146
Fax: (314) 392-2601

SCHEDULE OF EXHIBITS

- EXHIBIT A Legal Description of Leased Premises
- EXHIBIT B Site Plan of Leased Premises as shown on Architectural Design Services plan dated October 14, 2000
- EXHIBIT B-1 Floor Layout of Ryder Shop as shown on Architectural Design Services plan dated November 9, 2000
- EXHIBIT B-2 Exterior Elevations as shown on Architectural Design Services plan dated October 4, 2000
- EXHIBIT B-3 Building Section, General Notes, Room Schedules as shown on Architectural Design Services plan dated November 20, 2000
- EXHIBIT C General Requirements and Minimum Specifications authored by Ryder Truck Rental, Inc.
- EXHIBIT C-1 Landlord's Proposal authored by Mark Simpson and dated March 20, 2000
- EXHIBIT D Form of Commencement Date supplement

EXHIBIT A

A tract or parcel of land lying and being in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 2 South, Range 11 West, Lauderdale County, Alabama, and being a part of Tract A, FLORENCE-LAUDERDALE DISTRICT, according to the plat thereof as recorded in the office of the Judge of Probate, Lauderdale County, Alabama, in Plat Book 4, Page 36, more particularly described as beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14; thence South 87 degrees 54 minutes West for 713.93 feet to a point on the East line of Northington Court; thence along said East line, North 2 degrees 06 minutes West, for 205.24 feet; thence North 87 degrees 54 minutes East for 711.39 feet; thence South 2 degrees 30 minutes East for 205.25 feet to the point of beginning and containing 3.3 acres, more or less.

Together with the improvements and appurtenances thereunto belonging.

ROOM	FINISH	SCHEDULE
101	Paint	10/15/2023
102	Paint	10/15/2023
103	Paint	10/15/2023
104	Paint	10/15/2023
105	Paint	10/15/2023
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199	Paint	10/15/2023
200	Paint	10/15/2023

ROOM FINISH SCHEDULE												
ROOM		1 FLOOR		BASE			WALLS			CEILING		REMARKS
NO.	NAME	MAT	FIN	MAT	FIN	HT.	MAT	FIN	MAT	FIN	HT.	
1	SERVICE BAY 1	CONCRETE	TROREL	—	—	—	—	—	—	—	—	VARES
2	SERVICE BAY 2	CONCRETE	TROREL	—	—	—	—	—	—	—	—	VARES
3	LODGER RM	QT.	CLEAN	RUBBER	CLEAN	4	DIPSJUM BD.	PAINT	DIPSJUM BD.	PAINT	8	
4	TOILET	QT.	CLEAN	RUBBER	CLEAN	4	DIPSJUM BD.	PAINT	DIPSJUM BD.	PAINT	8	
5	PARTS	QT.	CLEAN	RUBBER	CLEAN	4	DIPSJUM BD.	PAINT	DIPSJUM BD.	PAINT	8	
6	WAITING RM	VCT.	CLEAN	RUBBER	CLEAN	4	DIPSJUM BD.	PAINT	DIPSJUM BD.	PAINT	8	
7	BREAK	VCT.	CLEAN	RUBBER	CLEAN	4	DIPSJUM BD.	PAINT	DIPSJUM BD.	PAINT	8	* GUARD RAILS AS SPON
8	STORAGE	PLYWOOD	CLEAN	—	—	—	—	—	—	—	—	VARES

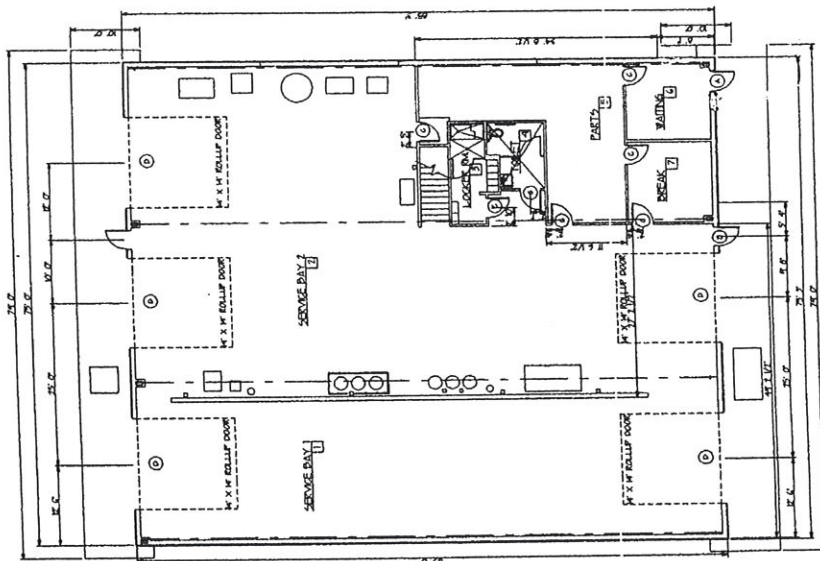
VCT - VINYL COMPOSITION TILE
QT. - QUART TILE

R - RUBBER
OTF BD. - OTFJUM BOARD

SYMBOLS LEGEND

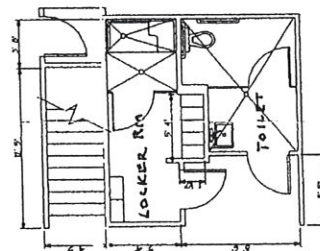
SYMBOLS LEGEND

SECTION TILE R - RUBBER GYP. BD. - GYPSUM BOARD



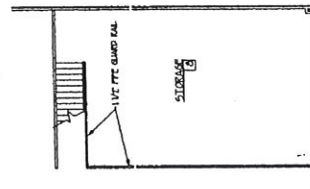
FLOOR PLAN

SCALE: 1/8" = 1' 0"



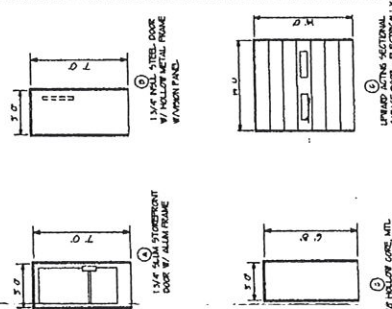
ENLARGED TOILET PLAN

SCALE: V4" = 1' 0"



MEZZANINE PLAN

SCALE: 1/8" = 1' 0"



DOOR ELEVATIONS

$$\text{NAME } V4 \cdot r \sigma$$

1

TOILET ACCESSORIES
10 10 X 24 MIRROR FOR LAVATORY
10 TOWEL DISPENSER FOR RESTROOM
10 TOILET PAPER PER TOILET
10 SOAP DISPENSER FOR LAVATORY
10 3/4" AND 41" GRAB BAR PER TOILET

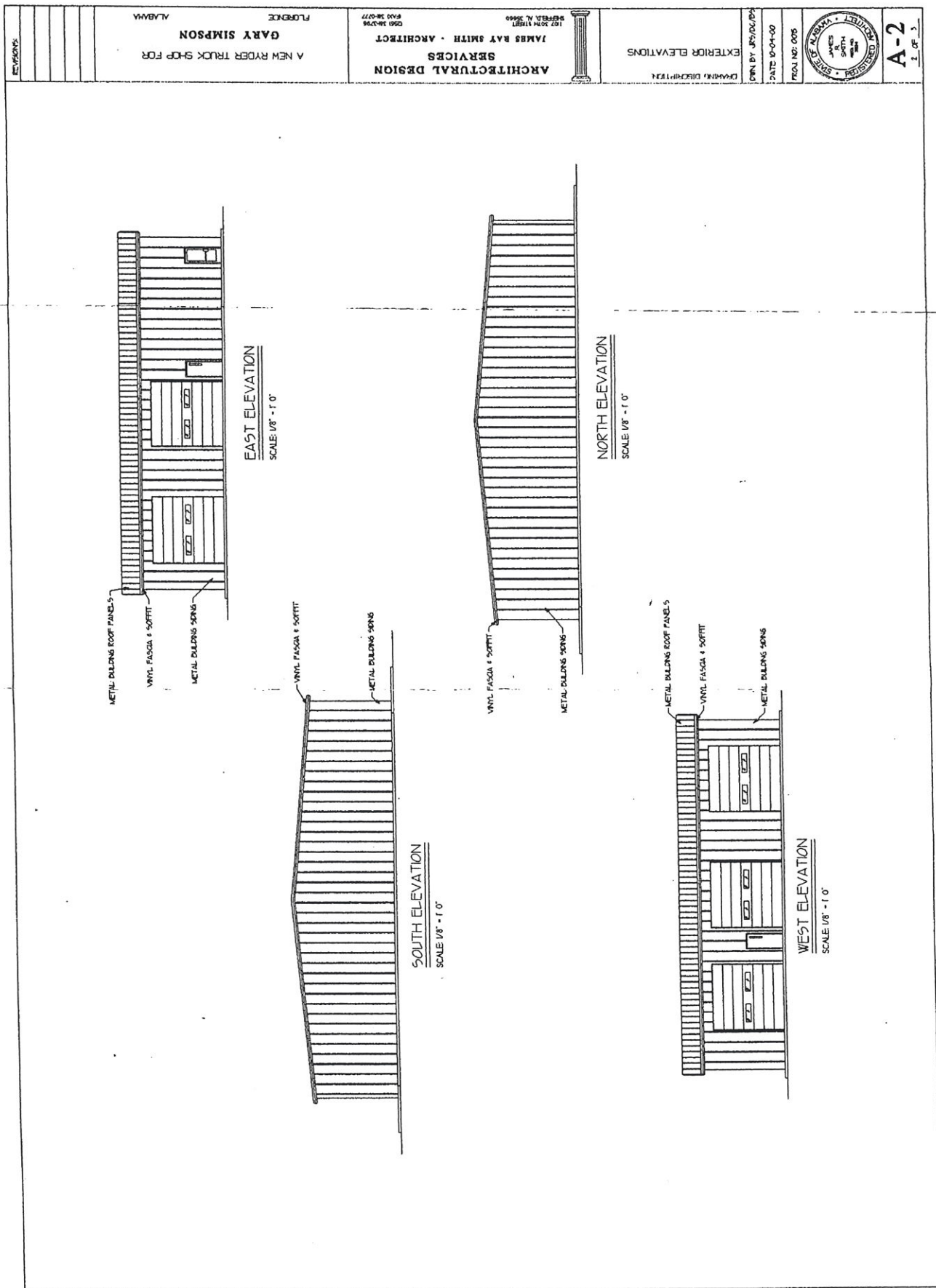
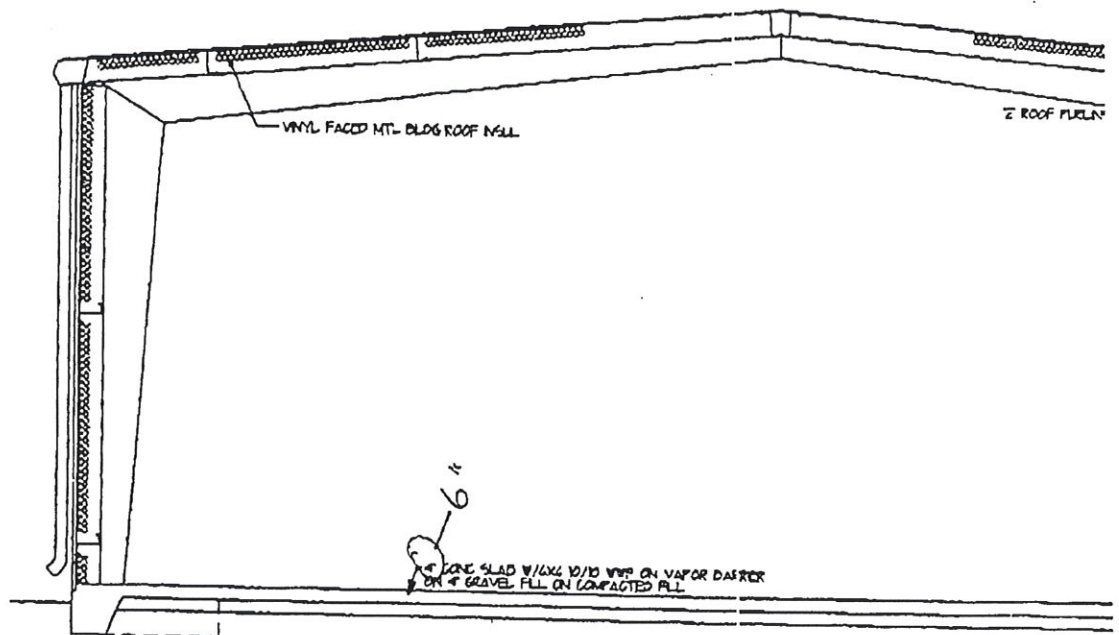


EXHIBIT B-3
P-1



BUILDING SECTION
SCALE 1/2" = 1'-0"

EXHIBIT B-3
P.2

GENERAL NOTES:

THE LAWS AND CODES OF THE PLACE OF BUILDING SHALL GOVERN THE CONSTRUCTION OF THIS TRUCK SERVICE BUILDING. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, ETC., NECESSARY FOR CONSTRUCTION.

THE INTENT OF THESE DRAWINGS IS TO PROVIDE GUIDE LINES AND ANY OMISSIONS IN THE DESCRIPTION OF WORK OR WORKMANSHIP NOT RELIEVE THE CONTRACTOR OF DELIVERING A COMPLETED PROJECT IN A WORKMAN LIKE MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED PRACTICES.

DESIGN LOADS

FLOOR: 40 P.S.F. LIVE LOAD 20 P.S.F. DEAD LOAD
ROOF: 20 P.S.F. LIVE LOAD 10 P.S.F. DEAD LOAD
SOIL PRESSURE 1000 P.S.F.

ALL BUILDING CONSTRUCTION WILL MEET OR EXCEED HUD MIN. PROPERTY STANDARDS AND STANDARD BUILDING CODE (CURRENTLY ADOPTED EDITION).

THE BOTTOMS OF ALL EXCAVATIONS SHALL BE EXACTLY LEVEL AND ALL FOOTINGS SHALL REST ON SOLID, UNDISTURBED EARTH. FOUNDATION TO BE STEEL REINFORCED MONOLITHIC CONCRETE SLAB W/STEEL REINFORCED COL. FTGS.

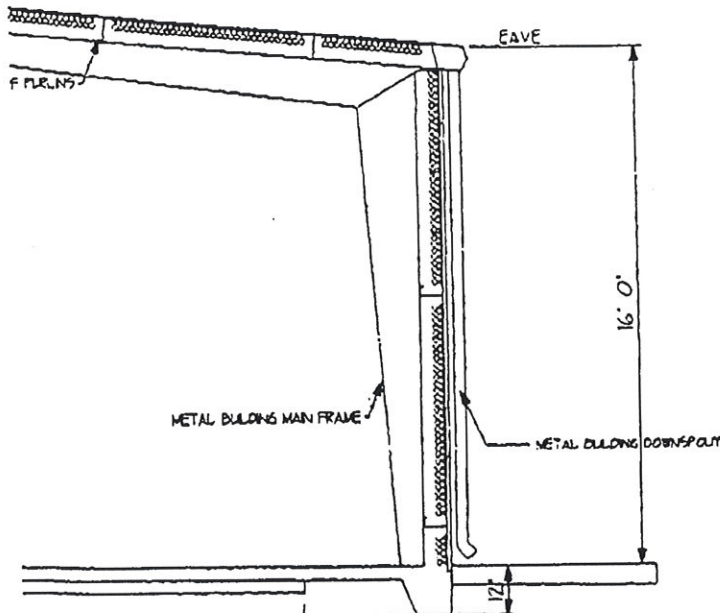
ALL WALLS SHALL BE BUILT LEVEL AND TRUE.

ALL FOOTINGS WILL BE 3000 PSI 128 DAY COMPRESSIVE STRENGTH CONCRETE.

THE INSTALLATION OF ALL ELECTRICAL WORK INCLUDING EQUIPMENT SHALL COMPLY WITH ALL LAWS APPLYING TO ELECTRICAL INSTALLATIONS IN EFFECT AND WITH THE REGULATIONS OF THE NATIONAL ELECTRICAL CODE (CURRENT ADOPTED EDITION), AND WITH THE REGULATIONS OF THE ELECTRIC UTILITY COMPANY.

ALL PLUMBING WORK SHALL BE IN ACCORDANCE WITH STANDARD BUILDING CODE AND SUBJECT TO INSPECTION.

EXTERIOR DIMENSIONS ARE FROM EDGE OF CONCRETE OR AS INDICATED ON THE PLAN. INTERIOR DIMENSIONS ARE FROM EXTERIOR EDGE OF CONCRETE TO FACE OF STUD AS SHOWN ON PLAN UNLESS OTHERWISE INDICATED.



REVISIONS

CHANGES

A NEW RYDER TRUCK SHOP FOR

GARY SIMPSON

ALABAMA
FLORANCE

ARCHITECTURAL DESIGN
SERVICES

JAMES RAY SMITH - ARCHITECT

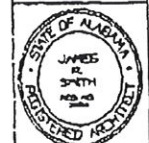
1204 N. 1ST ST.
SUITE 100
TUSCALOOSA, AL 35404
205-344-9177

DRAWING DESCRIPTION
BUILDING SECTION
GENERAL NOTES
ROOM SCHEDULES

DRAWN BY JRS/DC/DA

DATE 04-20-00

PROJ NO. 008



A-3

3 of 3

Exhibit C

General Requirements and Minimum Specifications

These general requirements and minimum specifications are to be used as a guide. The scope of work is not limited to these **specifications**. A complete scope of work shall be submitted describing all land and building specification.

I General Requirements

- I.1.1 Property must be zoned for Ryder's intended use of truck rental, leasing, repair, fueling, washing, and parking.
- I.1.2 Property flat to gentle slope.
- I.1.3 Property size to be determined by local Ryder General Manager and Ryder Facility Development Senior Project Engineer.
- I.1.4 Property must have the following utilities available: Municipal Sanitary Sewer, Water, Natural Gas (Propane acceptable), phone/data communication, & electric power.

II Site Work

- II.1.1 Grubbing, Clearing, & Grading: Site to be cleared & graded to approximate level (0-3%), with appropriate provision for drainage per local code.
- II.1.2 Gravel or asphalt pavement: The site is to have a minimum of 1.14 acres of gravel paving. Please indicate the thickness of the asphalt section to be provided. The remainder of the paving can be gravel. Please indicate the gravel thickness and specification to be provided.
- II.1.3 Storm Water Retention/Detention: To meet local code.
- II.1.4 Landscaping: To meet local code.
- II.1.5 Fencing: Property to be secured by typical 6 ft. fence with wire on top with swing gates at entry & exit drives.

III Concrete

- III.1.1 Shop floor to be a minimum of 4000 psi concrete, 6" thick.
- III.1.2 Concrete building aprons to be a minimum of 4000 psi concrete, 6" thick.
- III.1.3 Office floor to be a minimum of 3000 psi concrete, 4" thick.
- III.1.4 Concrete reinforcement standards to be included in the specifications.

IV Masonry

- IV.1.1 None required unless by code.

V Metals

V.1.1 If the mezzanine is to be constructed of structural steel, the design shall comply with 125 lbs. per square foot load.

V.1.2 Steel bollards of 6" diameter pipe steel shall be placed at the outside of all overhead doors and at all building corners where pavement abuts the base of the building.

VI Carpentry & Plastics

VI.1.1 If the mezzanine is constructed of wood, the design shall comply with 125 lbs. per square foot load.

VI.1.2 Provide cabinetry at break room per plan.

VI.1.3 No other minimum requirements.

VII Moisture & Thermal Protection

VII.1.1 Insulation – Walls are to have a minimum of 4" (R-13). Roof to have a minimum of 6" (R-19).

VIII Doors, Windows & Hardware

VIII.1 Overhead doors for the shop bays are to be 14' wide by 14' tall with motorized operators.

VIII.2 Exterior man doors to be hollow metal with commercial grade hardware.

VIII.3 Interior doors can be either hollow metal or solid-core wood by code-compliant.

IX Finishes

IX.1.1 Shop Floor to be exposed concrete with hardening, sealing, and dust proofing sealer.

IX.1.2 Flooring in the Office area is to be VCT with 4" rubber base. Restroom & Shower are to have glazed floor tile.

IX.1.3 Interior walls of the office area are to be finished and painted gypsum wall board.

IX.1.4 Ceilings in the office area are to be a typical 2x4 lay-in acoustical tile.

X Specialties

X.1.1 Provide a total of not less than 10 lockers; to be standard 2 tier system, 18" deep

X.1.2 No other minimum requirements.

XI Equipment

XI.1.1 Provide emergency eyewash & shower station in the shop area

XI.1.2 No other minimum requirements.

XII Furnishings

XII.1.1 No minimum requirements.

XIII Special Construction: Metal Building

XIII.1.1 The structure of the building shall be a pre-engineered metal building.

XIII.1.2 Wall panel shall be a standard panel rib.

XIII.1.3 The roof shall be standing seam with the warranty noted in specifications.

XIII.1.4 The preferred building frame will be either clear span, or with one intermediate column in the middle of the span, so that it does not interfere with the function of the service bays.

XIII.1.5 The end frame at the end of the shop will need to be designed to support building expansion at the wash bay. It is not necessary that the intermediate columns be removable.

XIV Conveying System

XIV.1.1 Not Applicable

XV Mechanical

XV.1.1 Building to be connected to sanitary sewer with an Oil/Water Separator by Highland Tank model Ryder 1300 or equivalent approved by the POTW.

XV.1.2 Provide minimum of four water hose bibs in building.

XV.1.3 Provide listing of all plumbing fixtures.

XV.1.4 HVAC system in all office areas. No wall units.

XV.1.5 The following mechanical items are required at the power washer location:

1" water line, 1½" gas line capable of carrying 880,000 BTU, 14" vent stack through the roof.

XVI Electrical

XVI.1.1 Service to Building shall be a minimum of 400A 3-phase 208.

XVI.1.2 If Ryder plans to install its own fuel service island, the following is required: an additional 100A 3 phase 208 panel or subpanel with six (6) ¾" rigid conduits from the panel to the outside of the building where the service island will be; three (3) 1" rigid conduits from the parts room "ATG" to the service island location; and one (1) rigid conduit each from the parts room "ATG" to the oil/water separator, bulk oil tank, and the used oil tank.

XVI.1.3 Ryder requires shop and wash bay lighting to be a minimum of 50 foot candles, or use the following:

Shop lighting shall be three rows of 22" diameter 400-watt pendant mounted fixtures by LSI Lighting Group, model no. ABO-400-PSMV-MT-A22-PM, or equal. Each row contains six (6) fixtures mounted 16 feet above finished floor elevation.

Wash bay lighting shall be eight- (8) 400-watt wall packs by LSI Lighting Group, model no. EGM-400-MH-PG-M, or equal, mounted 16 feet from finished floor elevation.

- XVI.1.4 Lighting in the office to be typical lay-in fluorescent fixtures.
- XVI.1.5 Phone Service: Provide 2" PVC schedule 40 pipe from the building to property line. Provide 4-ft x 8-ft plywood backboard with two quad outlets for phone system inside the building. Provide phone and data jack in office and parts room with conduit above ceiling to allow wiring to be looped back to the phone backboard.
- XVI.1.6 Minimum circuits needed in building:
 - XVI.1.6.1.1 A 30A circuit shall be provided to the back wall of the half service bay for the air compressor.
 - XVI.1.6.1.2 Two 30A circuits shall be provided at the half service bay wall tire machine.
 - XVI.1.6.1.3 A 50A circuit shall be provided in the center of full service bay for welding or truck lift.
 - XVI.1.6.1.4 A 60A circuit shall be provided for truck pressure washer.

Alternates:

Alternate One: Provide for material & labor to split the break room in half to create a 12'x12' space and allow for a 12'x12' Rental Counter. The rental office will require the same lighting requirements, but will require additional voice and data lines, etc.

EXHIBIT C-1

SIMPSON ENTERPRISES

205 Cox Boulevard
Sheffield, AL 35660

March 20, 2000

Brian K. Ungles, Sr. Transaction Manager
Colliers Turley Martin Tucker
34 North Meramec
Suite 500
St. Louis, MO 63105

RE: Ryder Truck Rental, Inc. - Florence, AL Building

Dear Brian:

We are pleased to present the following proposal for construction and lease of a truck maintenance facility in the Industrial Park area of Florence, Alabama.

Landlord: Simpson Enterprises

Land: Starkey Drive in the Florence Industrial Park

Lease Term

Rate: Five Year - \$4000.00
Seven Year - 4100.00
Ten Year - 4200.00

Renewal Term: Tenant shall have the option to extend this Lease for three additional periods of five years each, upon the same terms and conditions, by giving landlord written notice at least ninety days prior to the expiration of the then current term. The rental shall be ninety percent of the then current fair market rate, not to exceed a yearly increase of two percent per year.

Security Deposit: None

Building Improvements: Attachment 1

Maintenance: Tenant shall, at its own expense, maintain the interior of the premises in the same condition as when received, ordinary wear and tear, natural deterioration and casualty damage expected. Tenant shall not be required to replace any fixture, appurtenance, equipment or any other item at the premises unless the need therefor is due solely to tenant's abuse. Landlord shall, at its expense, maintain, upgrade and replace, as necessary, the exterior, roof, foundation, structure frame, walls, mechanical systems (including, but not limited to, the heating, air conditioning, electrical, plumbing, and sanitary sewer), parking lot, driveways and curb cuts in good repair.

Environmental: Landlord agrees to indemnify, defend (with counsel reasonably acceptable to tenant) and hold harmless the tenant from any all claims, damage, fines, judgments, penalties, costs, causes of action, liabilities, losses or expenses (including, without limitations, any and all sums paid for settlement of claims and attorneys', consultants' and experts' fees) (collectively "liabilities"), whether arising during the initial term or thereafter, and resulting from or arising in connection with the presence (or suspected presence), disposal, release (or threatened release), of any hazardous substance in, on, under, from or affecting the premises, unless caused by the acts or omissions of Tenant, its agents, employees or contractors.

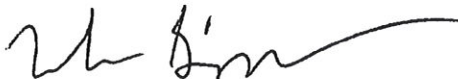
Space Planning

Architectural: Landlord shall provide, at its sole expense, all space planning, architectural fees, construction management and permitting.

Agency Disclosure: Tenant and Landlord hereby acknowledge that the following disclosure has previously been made: Colliers Turley Martin Tucker is the Tenant's Agent and is serving solely as agent for tenant in connection with this transaction; and the tenant's agent is not acting as a sub-agent of the landlord's broker, notwithstanding the fact that the tenant's agent will be receiving a portion of the commission paid by the landlord, said portion shall be equal to 3% of the gross lease value for the initial term of the premises.

Taxes & Insurance: Taxes and building insurance will be responsibility of tenant.

Sincerely,
Simpson Enterprises



Mark Simpson

Job Scope

1. Slab to be 6" thick with wire mesh reinforcement.
2. Slab to be turned down on edge.
3. Price includes termite treatment.
4. Office area to be wood stud with plywood exterior and insulated sheet rock walls.
5. Ceiling to be 2 x 4 lay-in tile with R-11 insulation.
6. Interior doors to be six panel Lauan type.
7. Install (5 ea.) overhead doors with (4 ea.) view windows per door. Doors to have chain hoists and automatic operators (two operators to have car wash enclosures).
8. Mezzanine to be constructed of 2 x 12's and 3/4" plywood.
9. Price includes \$ 1,500.00 allowance for cabinet work.
10. Price includes \$ 2,100.00 allowance for floor covering.
11. Install one toilet partition, install one shower stall.
12. Building to be insulated with 3" vinyl backed insulation.
13. Price includes \$ 6,000.00 allowance for HVAC work.
14. Price includes one awning over entrance.

Electrical

15. Install 14 ea. - 400 watt high bay metal halide fixtures.
16. Install 4ea. - 400 watt metal halide wall pack fixtures.
17. Install 23 ea. - 2-lamp 4' wrap type fluorescent fixtures.
18. Install 8 ea. - 2-lamp 8' strip type fluorescent fixtures.
19. Install 2 ea. Commercial wall mount incandescent fixtures.
20. Install 1 ea. - telephone junction box with 3/4" conduit stub up.
21. Install 1 ea. Computer junction box with 3/4" conduit stub up.
22. Install 8 ea. Single pole switches.
23. Install 30 ea. Duplex receptacles.
24. Install 1 ea. Air compressor circuit.
25. Install 1 ea. - 2" PVC conduit stub out (5' beyond building) for telephone service entrance.
26. Install 1 ea. Backboard for telephone equipment.
27. Install 1 ea. Quadplex receptacle for phone equipment.
28. Install 3 ea. Vending machine circuits.
29. Install 8 ea. Gas heater circuits (for future use).
30. Install 1ea. - 120V circuit for power clean equipment.
31. Install 1 ea. - 400 amp 3 phase overhead service to weather head only.

Plumbing

32. Install complete plumbing system to a point of five feet outside of building.
33. Furnish and install an oil and water separator (150 PPM oil separator).
34. Install three hose bibs.
35. Install eight airline drops.
36. Install all plumbing fixtures as shown on floor plan.
37. Price does not include an air compressor, water meter, or sewer connection.

EXHIBIT D

**COMMENCEMENT DATE SUPPLEMENT TO
REAL ESTATE LEASE AGREEMENT**

LEASE AGREEMENT SUPPLEMENT, dated for reference purposes as of the ____ day of _____, 20____, to that certain real estate Lease Agreement dated _____, 20____ (the "Lease"), by and between ("Landlord") and _____ ("Tenant").

Landlord and Tenant stipulate to the following:

1. The Commencement Date of the Initial Term of the Lease, as defined in the Lease, is _____, 20____.
2. The Initial Term of the Lease will expire on _____, 20____.
3. The Lease, as supplemented hereby, is hereby ratified and affirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Supplement to be executed by their duly authorized representatives.

SIMPSON AUTO PROPERTIES, LLC

RYDER TRUCK RENTAL, INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

I:\mt\law\rtr\Florence