

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "Fourth Amendment") is made and entered into as of the 29th day of July, 2021, by and between **SIMPSON AUTO PROPERTIES, LLC**, an Alabama limited liability company ("Landlord"), and **RYDER TRUCK RENTAL, INC.**, a Florida corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant are parties to that certain Build-to-Suit Lease Agreement dated February 14, 2001 (the "Lease Agreement"), amended by Commencement Date Supplement dated December 7, 2001 (the "Supplement"), amended by First Amendment to Build-to-Suit Lease Agreement dated July 20, 2006 (the "First Amendment"), amended by Second Amendment to Lease Agreement dated February 16, 2012 (the "Second Amendment"), and amended by Third Amendment to Lease Agreement dated August 19, 2016 (the "Third Amendment"), (collectively, the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, as defined in the Lease, located at 4510 Starkey Drive, Florence, Alabama; and

WHEREAS, the term of the Lease would have otherwise expired on October 15, 2021; and

WHEREAS, Landlord and Tenant desire to ratify the Lease and renew the term of the Lease for five (5) years, commencing on October 16, 2021, on the terms and conditions hereinafter set forth.

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

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Fourth Amendment shall have the same meaning as in the Lease, except as otherwise noted. Except as amended and modified by this Fourth Amendment, all of the terms, covenants, conditions and agreements of the Lease shall remain in full force and effect including, but not limited to, (i) the Right of First Refusal to Purchase the Premises in Section 22 of the Lease Agreement and (ii) the option to terminate in Section 5 of the Third Amendment. In the event of any conflict between the provisions of the Lease and the provisions of this Fourth Amendment, this Fourth Amendment shall control.

3. Renewal. The term of the Lease is hereby renewed and extended for a term of five (5) years commencing on October 16, 2021 and, unless earlier terminated in accordance with the Lease as amended herein, expiring on October 15, 2026 (the "Fourth Extension Term").

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Fourth Extension Term.

4. Rent. The rent payable by Tenant to Landlord during the Fourth Extension Term shall be in the amount of Four Thousand and 00/100 Dollars (\$4,000.00), due and payable on the first day of each calendar month. Rent for any partial months shall be prorated.

5. Option to Extend.

A. Tenant shall have the option to renew the term of the Lease for a period of five (5) years from October 16, 2026 through October 15, 2031 (the "Fifth Extension Term"), on the same terms, conditions and rent by giving written notice of Tenant's election to exercise its option for the Fourth Renewal Term not later than sixty (60) days prior to the expiration of the Fourth Extension Term.

B. In the event Tenant exercises its option to extend the Lease as set forth above, the monthly rent payable by Tenant to Landlord during the Fifth Extension Term shall be as set forth in Section 4 above, due and payable on the first day of each calendar month. Rent for any partial months shall be prorated.

6. Memorandum of Lease. The parties hereto contemplate that the Lease should not and shall not be filed for record, but in lieu thereof and simultaneous with the execution of this Fourth Amendment, the parties agree to execute a Memorandum of Lease in the form attached hereto as **Exhibit A** to provide constructive notice of the Lease and Tenant's Right of First Refusal to Purchase the Premises in Section 22 of the Lease (the "Memorandum"). Tenant shall have the right to record such Memorandum at its sole cost and expense but shall be responsible to execute a recordable discharge of the recorded Memorandum at the end of the term of the Lease.

7. Entire Agreement; No Default. The Lease, as modified by this Fourth Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the Premises and Tenant's use and occupancy thereof and there are no other agreements or understandings between them. Landlord certifies and affirms that, as of the date hereof, there are no claims, offsets, or breaches of the Lease, or any action or causes of action against Tenant directly or indirectly relating to the Lease.

8. Counterparts. This Fourth Amendment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this Fourth Amendment or any related document shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

(Signatures on Following Page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment as of the day and year first above written.

WITNESSES:

Victoria Rose
Print Name: VICTORIA ROSE

Ch Moon
Print Name: Chris Moon

Peter Perez-Medrano
Peter Perez-Medrano (Aug 30, 2021 09:29 EDT)
Print Name: Peter Perez-Medrano

Karina Rojas
Karina Rojas (Aug 30, 2021 09:14 EDT)
Print Name: Karina Rojas

LANDLORD:

SIMPSON AUTO PROPERTIES, LLC,
an Alabama limited liability company

By: [Signature]
Name: Mark Simpson
Title: Vice President

Date: Sept 3, 2021

TENANT:

RYDER TRUCK RENTAL, INC.,
a Florida corporation

By: [Signature]
Nanci Tellam (Aug 31, 2021 15:30 EDT)
Name: Nanci Tellam
Title: VP - Environmental, Real Estate, and Fuel Services

Date: Aug 31, 2021

Exhibit A
Memorandum
(Attached)










Request for signature FMS Shop Renewal - Florence AL

Final Audit Report

2021-08-31

Created:	2021-08-30
By:	Karina Rojas (Karina_Rojas@ryder.com)
Status:	Signed
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"Request for signature FMS Shop Renewal - Florence AL" History

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