

## RIDER SEVEN (7) TO RAILROAD CAR LEASE AGREEMENT

Effective this 16<sup>th</sup> day of October, 2020, this Rider incorporates the terms of the Railroad Car Lease Agreement between [REDACTED], Lessor, and **Nelson Brothers, LLC**, Lessee, dated September 1, 2013, and the cars described herein shall be leased to Lessee, subject to the terms and conditions in said Railroad Car Lease Agreement, to the extent incorporated herein, during the term and for the rent shown below:

Number of Cars	Type and Description	Base Monthly Rent (Per Car)
16	28,371 nominal gallon capacity, coiled and insulated, DOT117R100W1 stenciled, having a 286,000 pound gross rail load as generally described in the attached [REDACTED] Specification Numbered T-283CI-TR7891, dated December 5, 2019. Car marks and numbers to be confirmed by Exhibit A which will be forwarded to Lessee within thirty (30) days of delivery of the final car hereunder.	[REDACTED]

Delivery – Lessor shall cause each car to be delivered, freight charges collect to Lessee, at Lessee’s designated destination.

Cleaning - To the extent that any cars leased under this Rider require cleaning during the Term in order to effect repair, maintenance and/or regulatory inspection, Lessee shall be responsible for the cost of such cleaning including disposal of any residual lading.

### Escalation of Base Monthly Rent:

1. Modifications - In accordance with Article 19 of the Railroad Car Lease Agreement, in the event the AAR, DOT (including the FRA and PHMSA), Transport Canada or other regulatory authority mandates a change in car design, appurtenances, equipment and/or specifications (a “Mandated Modification”) at any time after the Effective Date hereof, the Base Monthly Rent shall be increased effective upon the first day of the month following completion of the Mandated Modification. Such increase of the Base Monthly Rent shall be equal to the product of Lessor’s cost of completing the Mandated Modification multiplied by a factor of \$1.75 for each \$100 of such cost. In the event Lessor determines the Mandated Modification to be uneconomical to perform, Lessor shall have the option to terminate the lease of each affected car or substitute another car of approximately the same age, type and capacity within a period of time not to exceed sixty (60) days.

2. High Mileage - In the event that a car travels more than 30,000 miles (empty and loaded) in any calendar year, the Lessee shall pay the Lessor [REDACTED] per mile for each mile over 30,000 traveled by such car.

Insurance - Lessee shall maintain at all times on the car, at its expense, commercial general liability insurance and umbrella/excess insurance (covering bodily injury, property damage and pollution exposures, including, but not limited to, contractual liability and products liability) against such risks, in such form as shall be satisfactory to Lessor and with such insurer(s) as shall be rated A-:VII or better by A.M. Best. The requirement for pollution liability insurance may be satisfied by scheduling a self-insured retention to an umbrella/excess policy affording pollution liability insurance. The commercial general liability insurance policy or self-insured retention and umbrella or excess insurance policies shall have a combined limit of not less than \$10,000,000 per occurrence, and the policies shall be endorsed to name Lessor, Lessor's subsidiaries and Lessor's assignees as additional insureds as their interest may appear.

Prior to the delivery date and from time to time thereafter, Lessee shall furnish to Lessor an original certificate demonstrating that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty to ascertain the existence or adequacy of such insurance. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor. The obligations of Lessee under this provision shall be independent of all other terms under this Lease and shall in no event relieve Lessee from any indemnity obligation hereunder. The insurer shall give the Lessor at least thirty (30) days prior written notice (at the address for notice to Lessor set forth herein) of any alteration in or cancellation of the terms of such policies.

[REDACTED] Capacity – The parties hereto agree and acknowledge that, with respect to the Lease of the above-described cars being effected by this Rider, [REDACTED] (in its individual capacity, [REDACTED]) may be executing this Rider not in its individual capacity as car owner, but in the capacity of manager for the benefit of the actual car owner, pursuant to contractual authority delegated by the car owner to [REDACTED] (as manager) to encumber and bind the subject cars and car owner under such Lease.

In connection therewith, the party for whom [REDACTED] acts as manager is contractually bound and liable as Lessor to the same extent as if it signed the Lease directly.

Separate Lease – Lessor and Lessee acknowledge and agree, and it is their intent, that the cars subject to this Rider may be owned by one or more persons or entities other than Lessor, (and that after the date hereof cars may be sold or transferred to one or more other persons or entities pursuant to Article 25 or otherwise), and, accordingly, Lessor and Lessee agree that this Rider shall constitute one or more separate and severable Leases, with each such Lease being comprised of the cars subject hereto that are owned by a single person or entity. Each such Lease shall incorporate the terms of the above referenced Railroad Car Lease Agreement and shall be separate and severable in all respects from each other Lease made pursuant to this Rider and from any other cars or riders relating to the above referenced Railroad Car Lease Agreement, and shall be separately transferable for all purposes.

Term - The minimum term for the cars leased hereunder shall be sixty (60) months, and the cars shall continue under lease thereafter for successive one (1) month terms, at the same rate and under the same conditions, unless (i) notice, in writing, requesting cancellation shall be given by either party to the other, or (ii) Lessor shall have submitted a written proposal to Lessee to renew and extend this Rider, in either case such cancellation notice or renewal proposal shall be provided at least thirty (30) days prior to expiration of the initial term or any successive term for cars covered by this Rider. Thereafter, this Rider shall terminate automatically upon the date of release of the last car covered by this Rider.

[Redacted]

By: <sup>DocuSigned by:</sup> [Redacted]  
[Redacted]  
Date: November 5, 2020

NELSON BROTHERS LLC

By: [Redacted]  
Name: [Redacted]  
Title: [Redacted]  
Date: 11-5-20