

FIRST AMENDMENT TO WAREHOUSE LEASE

This First Amendment to Warehouse Lease (this "*First Amendment*") is entered into as of the effective date listed on the signature page below (the "*Effective Date*"), by and between Estate of Lois Oliver d/b/a Scott Industrial Storage Company ("*Landlord*") and ORBIS Corporation ("*Tenant*").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Warehouse Lease dated December 28, 2016, pursuant to which Landlord leased to Tenant certain premises consisting of approximately 40,000 square feet of space located at 109 Triport Road, Georgetown, Kentucky, such lease being herein referred to as the "*Lease*".

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the Leased Premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **DEFINED TERMS.** All capitalized terms used in this First Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. **AMENDMENT.** The "Rental" and "Leased Premises" as such terms are defined in the Basic Terms of the Lease are hereby deleted in their entirety and replaced with the following:

Rental: Tenant shall pay Landlord monthly rent based on the agreed square footage of 50,000 square feet in the following amounts:

<u>Period</u>	<u>Per Rentable Square Foot</u>	<u>Monthly Rental</u>
July 1, 2017 to December 31, 2017	\$3.00	\$12,500
January 1, 2018 to December 31, 2018	\$3.12	\$13,000
January 1, 2019 to December 31, 2019	\$3.25	\$13,542

Leased Premises: Approximately 50,000 square feet of space as depicted on the attached Exhibit A located in the building located at 109 Triport Road, Georgetown, Kentucky (the "*Building*")."

3. **RATIFICATION.** Landlord and Tenant hereby agree that (i) this First Amendment is incorporated into and made a part of the Lease and (ii) any and all reference to the Lease hereafter shall include this First Amendment. Except as modified by this First Amendment, all terms, covenants, and conditions of the Lease shall remain in full force and effect.
4. **NO ORAL MODIFICATION.** This First Amendment may not be changed or terminated orally, but only by an agreement in writing signed by Landlord and Tenant.

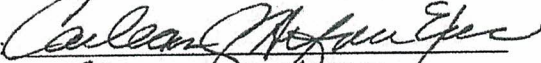
5. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. An executed counterpart of this First Amendment transmitted by facsimile, email, or other electronic transmission shall be deemed an original and shall be as effective as an original counterpart of this First Amendment and shall be legally binding upon the parties hereto to the same extent as delivery of an original counterpart.

IN WITNESS WHEREOF, this First Amendment has been executed as of the Effective Date.

EFFECTIVE DATE: July 1, 2017

LANDLORD

Estate of Lois Oliver
d/b/a Scott Industrial Storage Company

By: 
Name: CARLEAN G. BERNER
Title: EXECUTOR

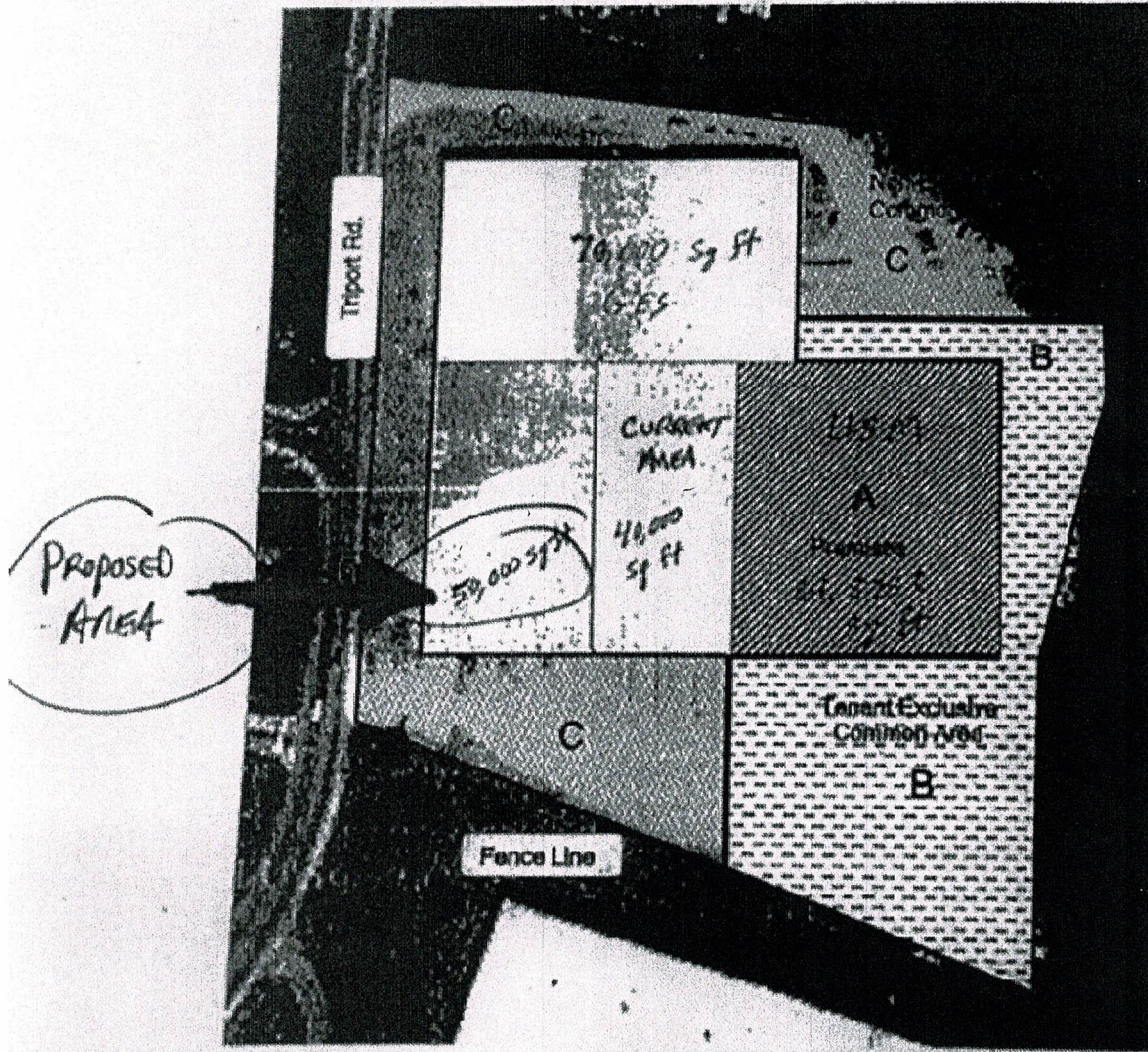
TENANT

ORBIS Corporation

By: 
Name: Mark D. Gorzek
Title: Vice President

EXHIBIT A

LEASKD PREMISES



GES - Global Environmental Services, LLC
USM - Alumacycle, LLC

B = Common Areas (exclusive to USM).

WAREHOUSE LEASE

Dated as of December 28, 2016

BASIC TERMS

Landlord: Estate of Lois Oliver
d/b/a Scott Industrial Storage Company

With an address of:
P.O. Box 4055
Winchester, KY 40392

Tenant: ORBIS Corporation

With an address of:
1055 Corporate Center Drive
Oconomowoc, WI 53066
Attn: Legal

Term: The Lease shall commence on January 1, 2017 (“*Commencement Date*”) and end on December 31, 2019 (“*Expiration Date*”).

Rental: Tenant shall pay Landlord monthly rent based on the agreed square footage of 40,000 square feet in the following amounts:

<u>Period</u>	<u>Per Rentable Square Foot</u>	<u>Monthly Rental</u>
January 1, 2017 to December 31, 2017	\$3.00	\$10,000
January 1, 2018 to December 31, 2018	\$3.12	\$10,400
January 1, 2019 to December 31, 2019	\$3.25	\$10,833

Leased Premises: Approximately 40,000 square feet of space as depicted on the attached Exhibit A located in the building located at 109 Triport Road, Georgetown, Kentucky (the “*Building*”).

1. **Lease of Leased Premises.** During the Term and upon the provisions contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises at the Rental. No later than the Commencement Date, Landlord shall deliver the Leased Premises to Tenant in broom clean condition, free from all tenancies, leases, or occupancy rights of others of any kind.

2. **Rental Payments.** Tenant agrees to pay to Landlord the Rental as set forth in the Basic Terms on the Commencement Date and on the first (1st) day of each month thereafter during the Term, in advance, without demand, offset, or deduction, except as expressly provided in this Lease, at the place designated for notices as hereinafter provided, or at such other place as Landlord may from time to time designate in writing.

3. **Compliance With Law.** Tenant shall obey, observe and promptly comply with all rules, regulations, ordinances and laws which shall be applicable to Tenant's use of the Leased Premises, and shall comply with all orders, rules, rulings and directives of the Board of Fire Underwriters and of any governmental authority or agency having jurisdiction of the Leased Premises. Landlord shall comply with (or cause to be complied with) all applicable laws, ordinances, and regulations of all federal, state, and/or local governmental agencies having jurisdiction over the Building which are not the obligation of Tenant, to the extent that non-compliance would materially impair Tenant's use and occupancy of the Leased Premises for the its permitted use. Landlord represents and warrants that it is unaware of any current failure of the Building to comply with directives of Landlord's insurers, governing authorities or laws.

4. **Use.** Tenant may use the Leased Premises as a warehousing, office and distribution facility and for related uses.

5. **Utilities.** Landlord shall cause all gas, water, electric, sewer, and other utilities to be furnished to the Leased Premises (the "***Utilities***") for Tenant's use, and shall pay Tenant's pro rata share of all charges for the Utilities during the Term; provided, however, Tenant shall pay for all separately metered utilities, if any. In no event will Landlord be liable for any interruption or failure in the supply of any of the Utilities; provided, however, if any of the Utilities are interrupted or stopped or if there is a defect in supply, character of, adequacy or quality of the Utilities and such interruption is within Landlord's reasonable control to remedy (collectively, a "***Failure***"), Landlord shall use reasonable diligence to resume the Utilities and correct the Failure. If any of the Utilities should become subject to a Failure and should remain subject to a Failure for a period in excess of three (3) consecutive business days after Landlord becomes aware of such Failure, and if such Failure should materially interfere with Tenant's use of the Leased Premises for the normal conduct of its business, then commencing upon the expiration of such three (3) consecutive business day period, Tenant's rental obligations will abate for so long as the Utilities remain subject to the Failure.

6. **Maintenance and Repair.** Except as provided for herein, Tenant agrees that it shall take the Leased Premises in their AS IS condition. Landlord shall, at its expense, repair, maintain, and replace as necessary, the Building, whether outside the Leased Premises or within, the structural components of the Building (including foundation, roof, floor, ceiling slabs, roof, exterior walls, exterior glass, columns, beams, shafts), the mechanical systems of the Building (including electronic, physical, or informational systems, serving the Building and/or common areas, sprinkler, plumbing, heating, ventilation, air conditioning, lighting, drainage, sewage, waste disposal systems). The Landlord shall keep the Building in good order and condition according to the standards prevailing for warehouse buildings in the area in which the Building is located. Tenant shall be responsible for any snow removal for its business and shall repair and any and all damage to the Leased Premises and Building caused by Tenant, its agents, or invitees.

7. **Insurance; Waiver of Liability.**

(a) Tenant shall keep in effect, at its sole expense, a comprehensive general liability policy or policies satisfactory to Landlord covering the Leased Premises and providing coverage for bodily injury, death and property damage with a combined single limit of at least Two Million Dollars (\$2,000,000), naming Landlord as an additional insured. Upon request by Landlord, Tenant shall deliver to Landlord a certificate from its insurer showing that the foregoing coverage is in effect and that Landlord is an additional insured.

(b) Anything in this Lease to the contrary notwithstanding, neither party (the "**Damaged Party**") shall be liable to the other or anyone claiming under the other for any loss or damage to property or injury to or death of persons occurring on or about the Leased Premises, or in any manner growing out of or in connection with the use and occupancy of the Leased Premises, regardless of the cause, including, without limitation, if caused by the negligence or fault of either party or its respective agents, employees, assignees or invitees to the extent of any insurance proceeds received by the Damaged Party. Each party hereby waives all right of recovery against the other, its agents, employees, assignees and invitees for any such loss, damage, injury or death to the extent set forth above and agrees to cause its insurance policy to contain a waiver of subrogation clause reflecting the provisions of this paragraph.

(c) Landlord shall keep the Building (including the Leased Premises) insured against damage and destruction by fire, vandalism, and other perils under "all risk" property insurance written on a replacement cost basis. In addition, Landlord shall maintain a policy of commercial general liability insurance for claims for personal injury, death and/or property damage occurring in or about the Building that is consistent with the insurance maintained by prudent owners of comparable warehouses. Landlord warrants and represents to Tenant that Tenant's permitted use of the Leased Premises is not anticipated to increase or invalidate any of Landlord's insurance coverages.

8. **Trade Fixtures; Signs.**

(a) Tenant may install its trade fixtures in the Leased Premises ("**Trade Fixtures**"). The Trade Fixtures may be affixed to the Leased Premises and Tenant may remove the same at will, and shall remove the same at the termination of this Lease if so requested by Landlord. All damages incurred to the Leased Premises as a result of any affixation or removal hereunder shall be repaired by and at the sole cost of Tenant.

(b) Tenant may install its signs on the Leased Premises in such manner and in such locations as approved by Landlord and in accordance with all applicable laws, regulations and ordinances. Upon the termination of this Lease, Tenant shall remove all such signs and repair any damage to the Leased Premises caused by the installation or removal of such signs.

9. **Entry for Inspection.** Landlord and its representatives shall have the right to enter upon the Leased Premises during business hours upon prior notice to Tenant and with a Tenant representative present for the purposes of examining and inspecting the same and of showing the said premises to prospective tenants or purchasers; said inspection, however, shall not interfere with the business of Tenant.

10. **Damage by Fire or Other Casualty.** In the event of any damage to the Leased Premises or Building by fire or other casualty, Landlord and Tenant shall have the option to terminate this Lease as of the date of such damage by written notice given to the other. Any such notices of termination shall be given within thirty (30) days after the date of such damage and, in the event this Lease is terminated, the rent shall be adjusted to the date of such damage.

11. **Assignment and Subletting.** Tenant shall not assign this Lease nor sublet any portion of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. **Tenant Defaults and Remedies.** The occurrence of any one or more of the following shall constitute a default by Tenant: (a) failure by Tenant to pay the rent when due, which failure continues for ten (10) days after Tenant's receipt of written notice thereof; or, (b) the failure of Tenant to perform any other of its covenants under this Lease which failure continues for thirty (30) days after Tenant's receipt of written notice thereof (provided if such failure is of the nature that it cannot reasonably be remedied within such thirty (30) day period, Tenant shall have a reasonable time thereafter to remedy such failure so long as it commences to remedy the failure within the thirty (30) day period and continues to prosecute the same to completion). In the event of any default by Tenant hereunder, Landlord may:

(i) Cancel and terminate this Lease and immediately reenter and take possession of the Leased Premises without the requirement of any previous notice of intention to reenter, and remove all persons and their property therefrom using such force and assistance in effecting and protecting such removal as Landlord may deem reasonably necessary and as is permitted by law to recover full and exclusive possession of the Leased Premises; or

(ii) Reenter and take possession of the Leased Premises in the manner provided in subparagraph (i) above without such reentry constituting a cancellation or termination of this Lease or a forfeiture of any rental or other monies to be paid hereunder or of the covenants, agreements and conditions to be kept and performed by Tenant for and during the remainder of the term hereof.

Nothing contained in this section shall exclude any other right or remedy allowed by law to Landlord, nor shall the invalidity or unenforceability of any one right or remedy affect or impair the validity or enforceability of any other right or remedy.

13. **Landlord Defaults and Remedies.** Landlord shall be in default of this Lease if Landlord fails to perform any Lease obligation, covenant, or agreement of Landlord and this failure or refusal continues for thirty (30) days after Tenant notifies Landlord of such failure (or, with respect to emergency repairs, such shorter period as may be reasonable under the circumstances for addressing such emergency), or such longer period of time as is reasonable if more than thirty (30) days is reasonably required to perform this obligation; provided that performance commences within this thirty (30) day period and is diligently and continuously prosecuted to completion. In the event of a Landlord default, Tenant may, at its option, without waiving any applicable legal or equitable remedies, have any one of the following described remedies:

(i) Pursue the remedy of specific performance;

(ii) Bring an action against Landlord to recover all damages incurred or sustained as a result of Landlord's default;

(iii) Cancel and terminate this Lease; or

(iv) If Landlord's default involves a repair, maintenance or service obligation of Landlord within the Leased Premises and such correction is not timely made as obligated hereunder, Tenant shall be entitled to remedy such default and invoice Landlord for the reasonable costs incurred by Tenant in effecting such remedy; and if Landlord does not reimburse Tenant therefor or send written

notice of a dispute of the invoiced amount within thirty (30) of receipt of such invoice, Tenant may deduct such amount until applied in full against all Rent coming due under this Lease.

14. **Abandonment of Tenant's Property.** If Tenant fails to remove any property belonging to it within sixty (60) days after the termination of this Lease, the same shall be deemed abandoned by Tenant and shall, at Landlord's option and subject to applicable laws, become the property of Landlord, or may be removed from the Leased Premises by Landlord at the expense of Tenant.

15. **Holding Over by Tenant.** If Tenant holds over or remains in possession or occupancy of the Leased Premises after the Expiration Date, such holding over or continued possession or occupancy shall create only a tenancy from month-to-month at the last monthly rental and upon the same terms and conditions herein contained (other than the length of term), which may at any time be terminated by either Landlord or Tenant giving to the other at least thirty (30) days' written notice.

16. **Indemnity.** Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (a) arising from or out of any occurrence in, upon or at the Leased Premises or (b) by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property (a) arising from or out of any occurrence in, upon or at the Leased Premises or (b) by reason of any breach or default by Landlord in the performance of any term of this Lease on Landlord's part to be performed.

17. **Alterations.** All alterations, additions or other improvements ("**Alterations**") in and to the Leased Premises shall be made by and at the expense of Tenant. Prior to making any Alterations, Tenant shall obtain the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Landlord's consent shall not be required for any Alterations (a) that have been specifically provided for herein, or (b) that are not structural in nature or do not involve exterior changes, or (c) whose cost is estimated to not exceed Twenty-Five Thousand Dollars (\$25,000.00). All Alterations shall remain at the Leased Premises at the expiration or early termination of the Lease.

18. **Surrender at Termination.** At the termination of this Lease, Tenant shall quietly and peaceably surrender possession of the Leased Premises (and any improvements located thereon, including without limitation the Alterations) in broom clean condition.

19. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person hereunder shall be in writing and shall be deemed to be properly served if (a) sent by certified mail with return receipt requested, (b) sent by receipted overnight delivery service, or (c) personally delivered to the address set forth in the Basic Terms. Either party may by like notice at any time, and from time to time, designate a different address to which notices shall be sent. The effective date of any such notice shall be the date which is stamped by the United States Post Office on the envelope enclosing same, the date of the receipt for the overnight delivery or the date on which personal delivery is made, whichever is applicable.

20. **Entire Agreement.** This Lease contains the entire agreement between the parties and supersedes any and all prior agreements and discussions regarding the subject matter hereof. This Lease shall not be modified or amended in any manner except by an instrument in writing executed by the parties to this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

LANDLORD

ESTATE OF LOIS OLIVER
d/b/a SCOTT INDUSTRIAL STORAGE COMPANY

By: 
Name: Carlean Hefner
Title: Executor

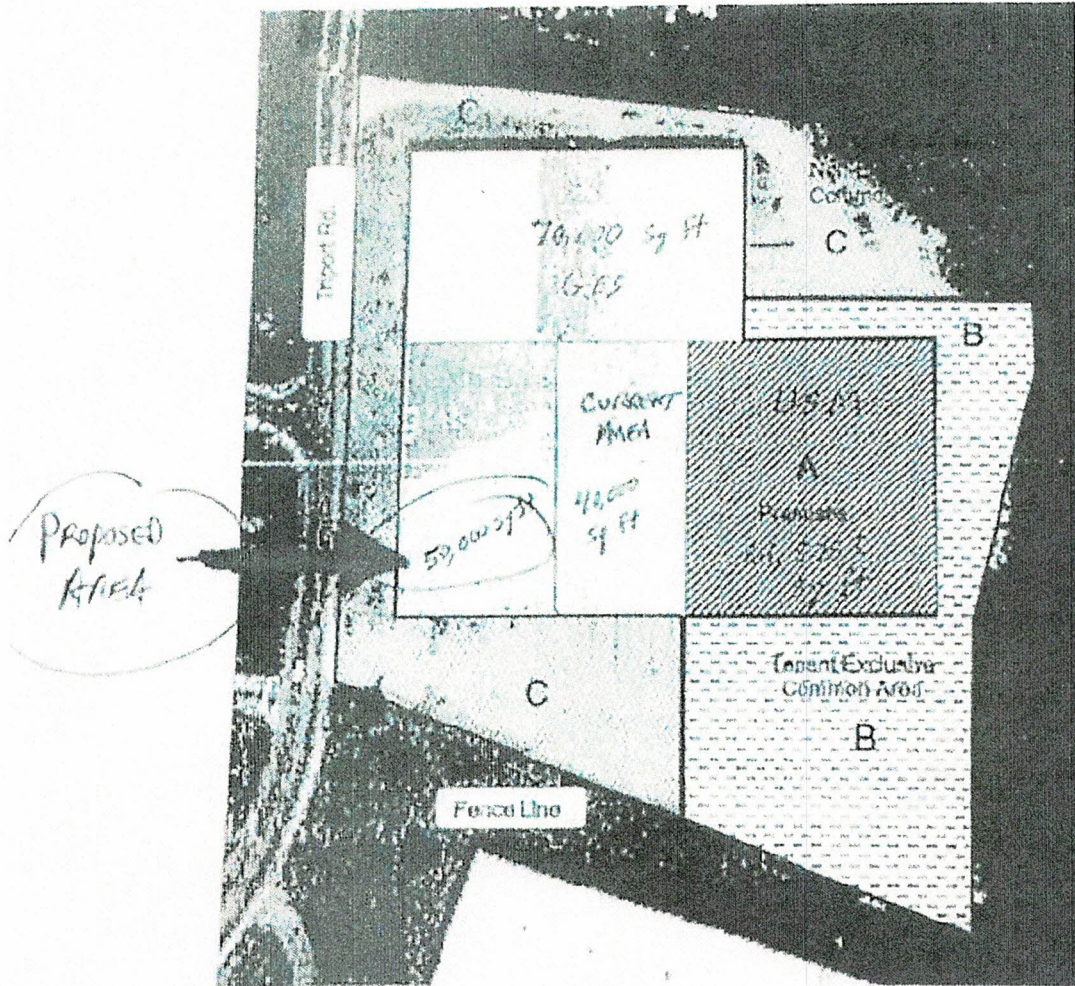
TENANT

ORBIS CORPORATION

By: 
Name: Mark D. Gorzek
Title: Vice President, Finance

EXHIBIT A

LEASED PREMISES



GES - Global Environmental Services, LLC
USM - Alumacycle, LLC

B = Common Areas (exclusive to USM).