

TERMINATION AGREEMENT

Strong Capital X, LLC, a Texas limited liability company, or its predecessor(s) in interest, ("**Licensor**") and Lexington-Fayette Urban County Government, a consolidated city-county government incorporated in the State of Kentucky, or its predecessors in interest ("**Licensee**"), have heretofore entered into an agreement dated February 6, 1979, bearing license number NS175257 (hereinafter referred to as the "**Basic Agreement**") covering pipeline facilities ("**Facilities**") near Lexington, Fayette County, KY.

Licensees hereby certifies that the Facilities and all other tangible assets (including any and all improvements), fixtures, facilities or equipment of any kind or character or other improvement of any kind or character used or anticipated to be utilized pursuant to the Basic Agreement, or otherwise, have been removed or were never installed as originally contemplated. If at any time it is subsequently determined that the subject Facilities have not actually been removed or abandoned properly, and/or are being used by Licensee, Licensee shall immediately notify Licensor and all outstanding payments from the date hereof shall become immediately due and payable with interest at the highest rate permissible under applicable law. Licensor (or any successors in interest) shall thereafter have the option, in its sole discretion, of (i) reinstating the Basic Agreement with a license fee redetermination and/or subsequent license fee increases based upon CPI or a flat percentage; or (ii) entering into a new agreement with a one-time fee. If at any time it is subsequently determined that the Facilities, or a part thereof, are no longer in use but still exist in whole or in part, or are in use, Licensee shall promptly notify Licensor and shall cause the removal of the same.

The parties hereto now mutually agree that, subject to the foregoing paragraph, the Basic Agreement, including any supplement or amendment thereto (if any), shall be and hereby is terminated effective as of the close of March 6, 2017, PROVIDED, however, that such termination shall not affect any of the rights or obligations of the parties hereto (or any predecessors or successors in interest), which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Executed this _____, day of _____, 2017.

Strong Capital X, LLC
By Railroad Management Company IV
LLC, its authorized agent

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____
Title: _____

By: _____
Title: _____