

## ESTOPPEL CERTIFICATE

November 17, 2022

Scout Cold Storage Dallas Logistics, LP  
2655 LeJeune Road, P2E  
Coral Gables, FL 33134

The undersigned KeHE Distributors, LLC ("Tenant"), represents and certifies to Core5 Industrial Partners LLC, a Delaware limited liability company ("Core5"), which is (a) the lessee under a Master Ground Lease dated as of August 1, 2020 (the "Master Ground Lease"), with C5LC at Bonnie View, LLC, a Delaware limited liability company ("C5LLC") and (b) the lessor to Tenant under the Lease as defined hereinbelow (hereinafter, Core5 and C5LLC are collectively referred to as a "Landlord"), and Scout Cold Storage Dallas Logistics, LP ("Buyer") and its Lender (as defined below) that as of November 17, 2022 ("Effective Date"):

1. Tenant is in possession of approximately 993,912 square feet located at 4450 Logistics Drive, Dallas, TX 75241 (the "Premises" or the "Property"), pursuant to that certain Amended and Restated Build to Suit Industrial Lease Agreement (the "Lease") made as of April 21, 2022 (the "Effective Date") by and between Core5 and Tenant, which has not been supplemented, modified or amended, either verbally or in writing.

2. There are no other agreements, oral or written, between Landlord and Tenant. Attached as **Exhibit A** to this Certificate is a true, complete and accurate copy of the Lease.

3. The Lease is in full force and effect, and Tenant has, subject to Landlord's warranty obligations under the Lease, accepted and is in possession of the Premises and is open and conducting business in the Premises.

4. The term of the Lease commenced on May 1, 2022, which is the Lease Commencement Date, and shall expire by its terms on April 30, 2037, unless sooner terminated pursuant to the terms of the Lease. Tenant has the following renewal options: three (3) successive options to extend, each for five years.

5. The amount of the current monthly base rent is \$490,738.77, and the current monthly payment payable under the Lease for Operating Expenses (which includes property taxes) is \$265,194.19. All rent has been paid through November 30, 2022.

6. Tenant's prorata share of the entire property in which the Premises are located, for purposes of allocating Operating Expenses, as defined in Section 6 of the Lease and subject to the exclusions therein, is 100%.

7. Neither the Lease nor any other agreement confers upon Tenant a right of first refusal or option to purchase the Premises. The Lease confers upon Tenant an expansion right to expand the Premises. With respect to the rights of Tenant pursuant to Section 7 of Exhibit E to the Lease relating to Excess Net Sales Proceeds, as defined therein, Tenant hereby confirms that those are obligations of the Core5 Seller (as defined in Section 7 of Exhibit E) and not the Landlord

under the Lease, that Tenant shall look solely to the Core5 Seller with respect to the satisfaction thereof and that the rights thereunder shall not extend to the Buyer or to Buyer's successors or assigns following the consummation of the sale to Buyer.

8. Neither the Lease nor any other agreement confers upon Tenant a right to terminate the Lease except (i) for any termination right arising out of damage to or condemnation of the Premises and as may be contained in the Lease and (ii) as set forth in Section 8 of Exhibit E to the Lease.

9. Neither Landlord nor any successor or assign of Landlord owes any amount to Tenant other than the return of the Security Deposit pursuant to the Lease and as otherwise provided in the Lease. All conditions to be performed by Landlord under the Lease have been satisfied, other than the ongoing obligations of Landlord under the Lease, including warranty obligations. All required contributions by Landlord to Tenant on account of tenant improvements have been received and/or paid, and Tenant has no right to any concession (rental or otherwise) or similar compensation pertaining to the Lease or Premises. Tenant has no (other) charge, lien or claim of setoff under the Lease or otherwise against rents or other charges due or to become due under the Lease.

10. To Tenant's actual knowledge, there are not any uncured defaults in the performance of Landlord's obligations under the Lease, and Tenant is not aware of any existing claim against Landlord by reason of any default by Landlord in the performance of Landlord's obligations under the Lease. There are no uncured defaults in the performance of Tenant's obligations under the Lease.

11. All improvements, equipment, trade fixtures and any other items to be constructed or furnished by or at the expense of Landlord for the Premises have been completed or supplied to the satisfaction of the Tenant, including all requirements with respect to fencing, parking, security gating and other exterior work, subject to the warranty obligations under the Lease as of the date hereof. All allowances and contributions by Landlord to Tenant on account thereof have been received by Tenant.

12. There has been deposited with Landlord, as security for the performance of Tenant's obligations under the Lease, the amount of \$410,573.63. Apart from this security deposit, Landlord does not hold any advance payment of rents or any other form of rental or security deposit.

13. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought under said bankruptcy laws with respect to Tenant and Tenant is solvent and free from reorganization.

14. Tenant has not assigned its interest in the Lease nor has Tenant sublet any portion of the Premises.

15. Tenant has not received written notice from any governmental entity or instrumentality indicating that the Premises or the property of which the Premises are a part violate or fail to comply with any governmental or judicial law, order, rule or regulation.

16. The operation and use of the Premises do not involve the generation, treatment, storage, disposal or release of a hazardous substance or a solid waste into the environment other than to the extent necessary to conduct its ordinary course of business in the Premises and in accordance with all applicable environmental laws, and to the best of Tenant's knowledge the Premises are being operated in accordance with all applicable environmental laws, zoning ordinances and building codes.

17. Pursuant to the terms of the Lease, to the best of Tenant's knowledge, Tenant acknowledges and agrees that upon the termination or expiration of the Master Ground Lease, the Lease shall automatically become the primary lease for the remainder of the Term. This Estoppel Certificate is being given in accordance with and as required by Section 26 of the Lease and may be relied upon by Landlord and Buyer and the Reliance Parties (as defined below).

18. Tenant agrees to attorn and to recognize Buyer as Landlord under the Lease upon the closing of the sale of the property of which the Premises are a part to Buyer provided that Buyer assumes the obligations of the Landlord arising under the Lease from and after the date of the sale of such property to Buyer.

19. The undersigned individual executing this letter on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this letter on Tenant's behalf and agrees that a scanned or electronically reproduced copy or image of this Certificate shall be deemed an original.

20. Tenant and Core5 are in a dispute regarding certain items, including the payment for certain guardrails and lockers (collectively, the "Dispute") and, notwithstanding any statement, representation or term of this Certificate, Tenant reserves, and does not waive, any claims, remedies, and defenses with respect to the same against Core5. Notwithstanding the foregoing or anything to the contrary in the Lease, Tenant acknowledges that, with respect to the Dispute (a) Buyer is not responsible for payment of any such claims, (b) the Property shall not be the subject of claims or liens on account thereof, (c) Tenant shall look solely to Core5 with respect to the satisfaction thereof and (d) all claims, remedies and defenses on account of the Dispute shall not extend to be claims, remedies or defenses under the Lease or to be rights against the Property, the Buyer or the Lender or any of their successors or assigns following the consummation of the sale to Buyer.

21. The address for notices to Tenant under the Lease is as follows:

KeHE Distributors, LLC  
1245 E. Diehl Road, Suite 200 Naperville, Illinois 60563  
Attn: COO

with copy to:           KeHE Distributors, LLC  
                              1245 E. Diehl Road, Suite 200  
                              Naperville, Illinois 60563  
                              Attn: Legal Department

The truth and accuracy of the statements contained in this Certificate may be relied upon by (i) Buyer, (ii) any lender making a loan to Buyer in connection with the purchase of the Property or any direct or indirect ownership interest in the Property (or any of their respective direct or indirect owners), including Bank of America, N.A., as administrative agent for certain lenders, Massachusetts Mutual Life Insurance Company and its participants and co-investors and Barings LLC, and their successors, participants, assigns and transferees ("**Lender**"), (iii) Landlord (collectively, the "**Reliance Parties**"), and said certifications shall be binding upon Tenant and its successors and assigns, and inure to the benefit of the Reliance Parties.

Note: If any lines remain blank on this Certificate after execution by Tenant, the word "none" shall be deemed to have been inserted therein.

[Signature on Following Page]

TENANT:  
**KEHE DISTRIBUTORS, LLC**

By: 

Name: Justin Mallot

Title: SVP General Counsel

**EXHIBIT A**  
**THE LEASE**

[Attached behind]

**AMENDED AND RESTATED BUILD TO SUIT  
INDUSTRIAL LEASE AGREEMENT**

THIS AMENDED AND RESTATED BUILD TO SUIT INDUSTRIAL LEASE AGREEMENT (this "Lease") is made as of April 21, 2022 (the "Effective Date") by and between CORE5 INDUSTRIAL PARTNERS LLC, a Delaware limited liability company ("Landlord"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company ("Tenant") (the words "Landlord" and "Tenant" to include their respective legal representatives, successors and permitted assigns where the context requires or permits).

This Lease amends and restates in its entirety that certain Build to Suit Industrial Lease Agreement dated August 31, 2020, as amended by that certain First Amendment to Build to Suit Industrial Lease Agreement dated as of July 30, 2021 (collectively, the "Original Lease"), by and between Landlord and Tenant. The terms of the Original Lease remain in force and effect as to the period ending on 11:59 p.m. prior to the Effective Date. On the Effective Date, the terms, provisions, covenants and conditions in this Lease shall supersede and replace the Original Lease in its entirety and shall solely control and govern the lease relationship between Landlord and Tenant with respect to the Demised Premises.

In consideration of the mutual covenants and agreements herein contained, Landlord and Tenant hereby covenant and agree as follows:

**W I T N E S S E T H:**

1. **Basic Lease Provisions.** The following constitute the "Basic Lease Provisions" of this Lease:

- (a) Land: Exhibit "A" attached hereto.
- (b) Building Square Footage: approximately 993,912 sq. ft.
- (c) Tenant's pro rata share: 100%
- (d) Base Rent:

<b>Period</b>	<b>Monthly Base Rent Installment</b>	<b>Annual Base Rent</b>
Lease Year 1	\$490,738.77	\$5,888,865.19
Lease Year 2	\$500,971.44	\$6,011,657.31
Lease Year 3	\$511,434.35	\$6,137,212.26
Lease Year 4	\$522,132.68	\$6,265,592.19
Lease Year 5	\$533,071.72	\$6,396,860.66

Lease Year 6	\$544,256.89	\$6,531,082.68
Lease Year 7	\$555,693.72	\$6,668,324.70
Lease Year 8	\$567,387.89	\$6,808,654.66
Lease Year 9	\$579,345.17	\$6,952,142.04
Lease Year 10	\$591,571.49	\$7,098,857.90
Lease Year 11	\$604,072.90	\$7,248,874.85
Lease Year 12	\$616,855.60	\$7,402,267.19
Lease Year 13	\$629,925.90	\$7,559,110.86
Lease Year 14	\$643,290.29	\$7,719,483.51
Lease Year 15	\$656,955.38	\$7,883,464.54

- (e) Lease Commencement Date: May 1, 2022.
- (f) Base Rent Commencement Date: The date that is two (2) months after the Lease Commencement Date.
- (g) Primary Term: One Hundred Eighty (180) months.
- (h) Security Deposit: \$410,573.63
- (i) [Reserved].
- (j) Permitted Use: General and administrative offices, warehousing, and distribution of food products, all in accordance with the other provisions of this Lease.
- (k) Addresses for notice:

Landlord: Core5 Industrial Partners LLC  
1230 Peachtree Street, NE, Suite 3560  
Atlanta, Georgia 30309  
Attn: CFO

Tenant: KeHE Distributors, LLC  
1245 E. Diehl Road, Suite 200  
Naperville, Illinois 60563  
Attn: COO

with copy to: KeHE Distributors, LLC  
1245 E. Diehl Road, Suite 200  
Naperville, Illinois 60563  
Attn: Legal Department

(l) Address for rental payments:

Core5 Industrial Partners LLC  
1230 Peachtree Street, NE, Suite 3560  
Atlanta, Georgia 30309  
Attn: CFO

(m) Broker(s): Colliers International (Tenant)

(n) Guarantor: None.

(o) Expiration Date: The date which is the last day of the One Hundred and Eightieth (180<sup>th</sup>) full calendar month after the Lease Commencement Date.

2. Demised Premises.

(a) For and in consideration of the rent hereinafter reserved and the mutual covenants hereinafter contained, Landlord does hereby lease and demise unto Tenant, and Tenant does hereby hire, lease and accept, from Landlord, upon the terms and conditions hereinafter set forth, that certain parcel of real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land") situated in Core5 Logistics Center at Bonnie View (the "Project"), located in the City of Dallas, Dallas County, Texas, together with and including all buildings, structures, driveways, parking lots, walkways, landscaping and other appurtenances thereto and all other improvements, with the consent of Tenant, at any time during the Term (as hereinafter defined) erected, or situated thereon including specifically, but, without limitation, a building (the "Building") to be constructed containing approximately 993,912 square feet of office and warehouse space and to be located on the Land as shown on Exhibit "A-1" attached hereto, and all other improvements including a dedicated controlled entrance for truck traffic along with a minimum of 240 expandable trailer parking spaces secured with a fence, parking spaces on the Land, driveways, walkways, and landscaping and any rights of Landlord in and to other appurtenances thereto (collectively, the "Demised Premises"), all in accordance with the Site Plan and for Tenant's exclusive use and all satisfying the parking ratio required by the zoning ordinance applicable to the proposed use of the Demised Premises under the Lease. The Demised Premises including the Building shall be developed and constructed by Landlord substantially in accordance with those plans and specifications prepared by Ware Malcomb attached hereto as Exhibit "A-2" (herein, the "Plans and Specifications") and in accordance with the terms of Section 18 hereof. Except to the extent required to cause compliance with the provisions of

applicable law, the Building and improvements comprising the Demised Premises shall be located substantially as shown on the Site Plan. Landlord hereby reserves the right to grant or establish easements along the property lines of the Land and/or on, over, under or across the parking areas and other areas of the Demised Premises which are exterior to the Building to serve the Demised Premises, other portions of the Project and/or other lands owned by Landlord, provided the installation, operation, use, maintenance and repair thereof will not adversely interfere with Tenant's use and enjoyment of the Demised Premises or the rights granted Tenant herein.

(b) Landlord hereby warrants to Tenant, which warranty shall survive for the two (2) year period following Substantial Completion, that (i) the materials and equipment furnished by Landlord's contractors in the completion of the Landlord's Work will be of good quality and new, and (ii) such materials and equipment and the work of such contractors shall be free from defects not inherent in the quality required or permitted hereunder ("Landlord's Warranty"). Notwithstanding anything contained in the Lease to the contrary, Landlord shall be responsible, at Landlord's sole cost and expense, for all repairs and/or replacements of the Landlord's Work and the materials and equipment furnished by Landlord's contractor required as the result of a breach of the foregoing warranty which arises during the foregoing two (2) year warranty period; provided, however, this warranty shall exclude damages or defects caused by Tenant or Tenant's Affiliates (as hereinafter defined), improper or insufficient maintenance, improper operation, and normal wear and tear under normal usage.

(c) Landlord covenants and agrees that, as of the Lease Commencement Date, the Demised Premises (including the Landlord's Work) shall be in compliance with all applicable laws in effect as of the Lease Commencement Date, including The Americans With Disabilities Act of 1990 (the "ADA"), and the regulations promulgated thereunder (as said Title III is in effect and pertains to the general public), as of the Lease Commencement Date. During the Term, Tenant hereby agrees that it shall be responsible, at its sole cost and expense, for (a) causing the Building and the Demised Premises to comply with Title III of the ADA as a result of (i) any special requirements of the ADA relating to accommodations for individual employees, invitees and/or guests of Tenant and (ii) any improvements or alterations made to the Building by Tenant, and (b) complying with all obligations of Tenant under Title I of the ADA.

3. Term. This Lease shall be in full force and effect from the Lease Date with all terms herein binding on the parties as of the Lease Date.

(a) To have and to hold the Demised Premises for a primary term (the "Primary Term") which shall commence on the Lease Commencement Date and shall expire on the Expiration Date (the Primary Term, and any and all extensions thereof, herein referred to as the "Term"). The Term shall end on the final day thereof without the requirement of notice from either party to the other.

(b) For purposes of this Lease, the term "Substantial Completion" or any grammatical variation thereof shall mean completion of construction of the Demised Premises in accordance

with the Plans and Specifications, subject only to Punchlist items established pursuant to Section 18(g), as evidenced by the delivery by Landlord to Tenant of a Certificate of Occupancy or its equivalent (or Temporary Certificate of Occupancy or its equivalent) for the Building issued by the appropriate governmental authority if so required by applicable law, or if not so required or if unavailable because of unfinished work to be performed by Tenant, then by the delivery by Landlord to Tenant of a Certificate of Substantial Completion on standard AIA Form G-704 certified by the project architect, Ware Malcomb (the "Architect"). In the event completion to such extent is delayed because of Tenant Delay (as hereinafter defined), then Substantial Completion shall be deemed to mean the date when the Demised Premises would have been completed to such extent but for such Tenant Delay, as determined by the Architect.

(c) The Lease Commencement Date and the Expiration Date, when determined as herein provided, shall be evidenced by a supplemental agreement to be executed upon the request of either party to the other party hereto.

(d) The term "Lease Year", as used in this Lease, shall mean the 12-month period commencing on the Base Rent Commencement Date, and each 12-month period thereafter during the Term; *provided, however*, that (i) if the Base Rent Commencement Date occurs after the Lease Commencement Date, the first Lease Year will include the period between the Lease Commencement Date and the Base Rent Commencement Date, and (ii) if the Base Rent Commencement Date is a day other than the first day of a calendar month, the first Lease Year shall include the resulting Fractional Month and shall extend through the end of the twelfth (12th) full calendar month following the Base Rent Commencement Date.

4. Base Rent. Tenant shall pay to Landlord at the address set forth in Section 1(l) as base rent for the Demised Premises, commencing on the Base Rent Commencement Date and continuing throughout the Term in lawful money of the United States the annual amount payable in equal monthly installments as set forth in Section 1(d) (the "Base Rent"), payable in advance, without demand and without abatement, reduction, set-off or deduction, on the first day of each calendar month during the Term; provided, however, that the first month's Base Rent shall be paid to Landlord upon Tenant's execution of this Lease. If the Base Rent Commencement Date shall fall on a day other than the first day of a calendar month, the Base Rent shall be apportioned pro rata on a per diem basis for the resulting Fractional Month (which pro rata payment shall be due and payable on the Base Rent Commencement Date). No payment by Tenant or receipt by Landlord of rent hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of rent or pursue any other remedies available to Landlord.

5. Security Deposit. Upon Tenant's execution of this Lease, Tenant will pay to Landlord the sum set forth in Section 1(h) (the "Security Deposit") as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The acceptance by Landlord of the Security Deposit paid by Tenant shall not render this Lease effective unless and until Landlord shall have executed and delivered to Tenant a fully executed

copy of this Lease. The Security Deposit may be commingled with Landlord's other funds or held by Landlord in a separate interest bearing account, with interest paid to Landlord, as Landlord may elect. In the event that Tenant is in default under this Lease, Landlord may retain the Security Deposit for the payment of any sum due Landlord or which Landlord may expend or be required to expend by reason of Tenant's default or failure to perform; provided, however, that any such retention by Landlord shall not be or be deemed to be an election of remedies by Landlord or viewed as liquidated damages, it being expressly understood and agreed that Landlord shall have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise. In the event all or any portion of the Security Deposit is so retained by Landlord, Tenant shall, within five (5) days of demand therefor from Landlord, replenish the Security Deposit to the full amount set forth in Section 1(h). In the event that Tenant shall comply with all of the terms, covenants and conditions of this Lease, the Security Deposit shall be returned to Tenant within fifteen (15) business days after the later of (a) the Expiration Date or (b) the date that Tenant delivers possession of the Demised Premises to Landlord. In the event of a sale of the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser, and upon acceptance by such purchaser, Landlord shall be released from all liability for the return of the Security Deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

#### 6. Additional Rent.

(a) Any amounts required to be paid by Tenant under this Lease (in addition to Base Rent) and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease, including, without limitation, any expenses incurred for taxes, insurance, maintenance, repairs, replacements, management fees, owner's association dues and assessments, landscaping, utilities and other charges assessed against or attributed to the Demised Premises which are the obligation of Tenant hereunder, shall be considered additional rent (herein, "Additional Rent") payable in the same manner and upon the same terms and conditions as Base Rent reserved hereunder except as expressly set forth herein to the contrary. Tenant agrees to pay as Additional Rent, Tenant's pro rata share of Operating Expenses in the manner described in this Section 6. "Operating Expenses" are defined as all reasonable expenses for operation, repair, maintenance and replacement as necessary to keep the Building and the Demised Premises fully operational and in good order, condition and repair, including but not limited to: (i) the cost of all sewer and water for the Demised Premises, (ii) expenses associated with the driveways and parking areas (including sealing and restriping, and trash, and, if applicable, snow and ice removal) and truck ramps, (iii) expenses associated with the maintenance and repair of the roof and roof drainage system of the Building (but not the expense of replacing the roof that would be treated as a capital improvement), (iv) expenses associated with the periodic maintenance of the exterior walls of the Building, including, without limitation, caulking and painting, (v) expenses associated with fire detection and prevention systems, (vi) expenses associated with landscaped areas, walkways, directional signage, curbs, and drainage and sewer lines (to the point of connection into the Building), facilities and mains, (vii) all charges assessed against or attributed to the Building or the Demised Premises pursuant to any applicable easements, covenants, restrictions, agreements, declaration of protective covenants or development standards

(including, without limitation, assessments charged by owners' associations), (ix) property management fees not to exceed one and one quarter percent (1.25%) of Base Rent, (x) all real property taxes, payment-in-lieu of taxes, special assessments and similar charges imposed upon the Demised Premises, including the Building and the Land at any time during the Term, and (xi) all costs of insurance paid by Landlord with respect to the Demised Premises (including, without limitation, commercially reasonable deductibles). The cost of repairs, maintenance or replacements which would be characterized as a capital expenditure under generally accepted accounting principles ("GAAP") (such costs referred to herein as "Capital Expenses") shall be amortized at an annual rate equal to seven percent (7%) per annum over the useful life of the item in question as determined in accordance with GAAP and only the amortized cost attributable to the calendar year in question shall be included in Operating Expenses for such calendar year. Notwithstanding anything to the contrary in this Lease, Operating Expenses shall not include the following: (i) depreciation, expense reserves and other non-cash items; (ii) interest, late charges or penalties assessed to Landlord for failure to timely pay bills; (iii) attorneys' fees and costs; (iv) any and all expenses incurred in procuring, retaining, negotiating, amending, extending, administering, or terminating leases with any other existing or prospective tenants including without limitation, advertising costs, brokerage commissions, architectural engineering fees or legal fees; (v) any amounts payable under mortgages, deeds of trust or ground leases encumbering any or all of any part of the Project or any costs, dues, fees and assessments incurred under any public or private redevelopment agreements for the purpose directly or indirectly reimbursing Landlord or any other party for the initial construction of any portion of the Project; (vi) salaries of Landlord's employees or agents or any of Landlord's general corporate overhead or general administrative expenses; (vii) marketing and advertising costs; (viii) costs for Landlord's Work or alterations or work performed by Landlord to any other lessee's premises in or on the Project, (ix) costs of all maintenance, repair and replacements required to be performed by Landlord at its own expense under Section 11(c); (x) cost of any repairs or replacements covered by Landlord's Warranty or any third party warranty; (xi) costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy asbestos-containing materials or Hazardous Materials from the Project for which Tenant is not responsible under Section 17; (xii) costs of repairs or replacements necessitated by the negligence of Landlord and (xiii) costs of repairs or replacements performed by Landlord as a result of condemnation or casualty under Sections 21 or 22 (ix) Capital Expenses (other than Capital Expenses qualifying for inclusion in Operating Expenses herein and then, only the amortized portion of Capital Expenses so permitted in any given calendar year). Prior to or promptly after the beginning of each calendar year during the Term, Landlord shall estimate the total amount of Operating Expenses to be paid by Tenant during each such calendar year and Tenant shall pay to Landlord one-twelfth (1/12) of such sum on the first day of each calendar month during each such calendar year, or part thereof, during the Term. Within a reasonable time after the end of each calendar year, Landlord shall submit to Tenant a statement of the actual amount of Operating Expenses for such calendar year, and the actual amount owed by Tenant, and within thirty (30) days after receipt of such statement, Tenant shall pay any deficiency between the actual amount owed and the estimates paid during such calendar year. In the event of overpayment, Landlord shall credit the amount of such overpayment toward the next installment of Operating Expenses owed by Tenant or, if the Term has expired or has been terminated and no Event of Default has occurred hereunder, remit such overpayment to Tenant. The obligations in

the immediately preceding two sentences shall survive the expiration or any earlier termination of this Lease. Tenant's pro rata share of the Operating Expenses for any partial calendar year at the beginning or end of the Term shall be apportioned pro rata.

(b) Tenant's obligations to pay Additional Rent shall begin to accrue on the Lease Commencement Date; provided, however, Tenant's obligations to pay Operating Expenses shall not begin to accrue until the Base Rent Commencement Date. If applicable in the jurisdiction where the Premises are located, Tenant shall pay and be liable for all rental, sales, use and inventory taxes or other similar taxes, if any, on the amounts payable by Tenant hereunder levied or imposed by any city, state, county or other governmental body having authority. Such payment shall be made by Tenant directly to such governmental body if billed to Tenant, or if billed to Landlord, such payment shall be paid concurrently with the payment of the Base Rent, Additional Rent, or such other charge upon which the tax is based, all as set forth herein.

(c) Notwithstanding the foregoing or anything to the contrary, beginning after the first (1<sup>st</sup>) full calendar year during the Primary Term, in the event that the amount of Operating Expenses for the Demised Premises attributable to all items other than taxes, utilities, insurance (including any commercially reasonable deductibles), snow removal, capital expenditures, including any alteration or modification of the Demised Premises, or the Building required during the Term by any applicable laws, regulations, orders, permits, ordinances, rules and other requirements of federal, state, municipal and local governments and governmental authorities ("Governmental Requirements") (as allowed under this Lease), management fees, and charges assessed against or attributed to the Demised Premises pursuant to any applicable declaration of protective covenants (Operating Expenses attributable to all such other items being referred to collectively herein as "Controllable Expenses") in any calendar year in the Primary Term or any Renewal Term, after such first (1<sup>st</sup>) full calendar year, exceeds the amount attributable to Controllable Expenses for the Demised Premises during the immediately preceding calendar year by more than four percent (4.0%) per year on a non-cumulative basis (the "Cap"), then the amount attributable to Controllable Expenses for the Demised Premises, for purposes of determining the amount of Tenant's pro rata share of Operating Expenses only, shall be limited to the amount attributable to Controllable Expenses for the Demised Premises for the immediately preceding calendar year multiplied by the sum of one hundred percent (100%) and the Cap. If the Demised Premises was complete and operational for only a portion of such immediately preceding calendar year, then Operating Expenses for the Demised Premises shall be "grossed - up" (as if the Demised Premises had been complete and operational for the entirety of such immediately preceding calendar year) on such basis as Landlord may reasonably determine for purposes of determining the application of this Section 6(c) to the year in question.

(d) Landlord shall maintain records concerning estimated and actual Operating Expenses for at least twenty-four (24) months following each applicable Lease Year. Within ninety (90) days after Tenant's receipt of Landlord's statement for the actual amount of Operating Expenses for any Lease Year, together with invoices and/or other documentation reasonably supporting such Operating Expenses, Tenant (or its representative selected by Tenant) may, at Tenant's sole cost and expense inspect such records. Any errors disclosed by the review and agreed upon in good faith by Landlord and Tenant shall be promptly corrected by Landlord.

In the event the results of the review of records (taking into account, if applicable, the results of any additional review caused by Landlord) reveal that Tenant has overpaid obligations for a preceding period, the amount of such overpayment shall be credited against Tenant's subsequent installment of Base Rent, Additional Rent or other payments due to Landlord under the Lease. In the event that such results show that Tenant has underpaid its obligations for a preceding period, the amount of such underpayment shall be paid by Tenant to Landlord with the next succeeding installment obligation of estimated Tenant's pro rata share of Operating Expenses. If the results show that Tenant's actual pro rata share of Operating Expenses for any given Lease Year was improperly computed and that Tenant's actual pro rata share of Operating Expenses was overstated by more than five percent (5%), Landlord shall reimburse Tenant for the reasonable fees and expenses of Tenant's representative, if any, conducting said audit. All of the information obtained through Tenant's inspection with respect to financial matters (including, without limitation, costs, expenses, income) and any other matters pertaining to Landlord, the Demised Premises, the Building and/or the Project as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the inspection, shall be held in strict confidence by Tenant and its officers, agents, and employees; and Tenant shall cause its representatives and any of its officers, agents or employees to be similarly bound. Notwithstanding anything contained in the foregoing to the contrary, Tenant's audit shall be conducted by a representative whose compensation is not contingent upon the results of Tenant's audit or the amount of any refund received by Tenant. Tenant's audit shall be completed within thirty (30) days after the date of Tenant's audit notice to Landlord, and a complete copy of the results thereof shall be delivered to Landlord within sixty (60) days after the date of Tenant's audit notice. The obligations within this subsection (d) shall survive the expiration or earlier termination of the Lease.

7. Use of Demised Premises.

(a) The Demised Premises shall be used for the Permitted Use set forth in Section 1(j) and for no other purpose and in compliance with Governmental Requirements.

(b) Tenant will permit no liens to attach or exist against the Demised Premises, and shall not commit any waste.

(c) The Demised Premises shall not be used for any illegal purposes, and Tenant shall not allow, suffer, or permit any vibration, noise, odor, light or other effect to occur within or around the Demised Premises that could constitute a nuisance or trespass for any tenant occupying an adjoining building, its customers, agents, licensees or invitees. Upon notice by Landlord to Tenant that any of the aforesaid prohibited uses are occurring, Tenant agrees to promptly remove or control the same.

(d) Tenant shall not in any way violate any law, ordinance or any restrictive covenant affecting the Demised Premises and shall not in any manner use the Demised Premises so as to cause cancellation of, or prevent the use of the fire and extended coverage insurance policy required hereunder. Tenant shall be responsible for satisfying itself that Tenant's use of, and operation of its business from, the Demised Premises is permissible under applicable

Governmental Requirements. Notwithstanding anything herein to the contrary, Landlord represents and warrants, as of the Lease Date, that the Demised Premises is zoned Planned Development District 761 (LI) Logistics Industrial under the City of Dallas, Texas zoning ordinance and warehouse use is a permitted use in the Logistics Industrial sub-district and the Demised Premises are located in the Logistics Industrial sub-district.

8. Insurance.

(a) From and after the Lease Commencement Date or any earlier date upon which Tenant enters or occupies the Demised Premises or any portion thereof, Tenant will carry and maintain, at its sole cost and expense, the following:

(i) Liability insurance (including Broad Form Contractual Liability coverage or reasonable equivalent thereto) covering the Demised Premises and related dock areas (including the dock ramps) and Tenant's use thereof against claims for bodily injury or death, property damage and product liability occurring upon, in or about the Demised Premises, such insurance to be written on an occurrence basis (not a claims made basis), with primary Commercial General Liability limits of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate and "following form" umbrella liability limits of not less than \$10,000,000 per occurrence/\$10,000,000 aggregate for each policy year.

(ii) Commercial Automobile Liability insurance to insure Tenant for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 combined single limit with respect to bodily injury, death and property damage.

(iii) (1) Workers' compensation statutory coverage for the state in which the Building is located; and (2) Employer's Liability coverage as required by law with limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. Such coverage shall include a waiver of subrogation provision in favor of Landlord, Lender and Landlord's property manager.

(iv) "Special Form" property insurance covering (1) all Tenant Changes (as such term is hereinafter defined) for the full replacement cost thereof, and (2) Tenant's trade fixtures, merchandise and personal property from time to time located in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their full replacement value from time to time during the Term. The coverage described in Section 8(a)(iv)(1) above relating to the Tenant Changes shall also name Landlord and, if applicable, Lender as "loss payee" as their interests may appear; such provision shall be for the sole benefit of Landlord and Lender and shall not apply to any other party without the written approval of Landlord and Lender). Any policy proceeds from insurance relating to the Tenant Changes shall be used solely for the repair, construction and restoration or replacement of the Tenant Changes which are damaged or destroyed, unless this Lease shall terminate under the provisions of Section 21.

(b) All policies of the insurance provided for in Section 8(a) shall be issued in form reasonably acceptable to Landlord by insurance companies with a rating of not less than "A," and financial size of not less than Class XII, in the most current available "Best's Insurance Reports", and licensed to do business in the state in which the Building is located. Each and every such policy:

(i) shall name Landlord, Landlord's property manager, and Lender, as an additional insured on a primary and non-contributory basis, with the exception of coverage required in Section 8(a)(iii) and Section 8(a)(iv);

(ii) shall be delivered to Landlord through a certificate of insurance on an Acord form 25, 27, or 28, (or their equivalents) as applicable, evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this Lease, and otherwise in a form reasonably acceptable to Landlord, prior to the Lease Commencement Date or any earlier entry into the Premises by Tenant or Tenant's Affiliates and thereafter at least thirty (30) days prior to the expiration date of each such policy and, as often as any such policy shall expire or terminate. Renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent; and

(iii) If Tenant intends to provide substitute coverage or voluntarily change in any material way the terms of any policy of insurance provided by Tenant pursuant to this Section 8 which is specific to the Demised Premises, Tenant shall give to Landlord at least thirty (30) days advance written notice of any such substitution or change. Tenant will provide to Landlord, within three (3) business days after receipt, a copy of any notice of cancellation or material change of coverage, in each case that is specific to the Demised Premises that is sent to Tenant by any carrier providing any of the insurance policies provided by Tenant pursuant to this Section 8.

(c) Tenant shall comply with the requirements and conditions of all policies of insurance at any time in force with respect to the Demised Premises. If Tenant shall fail to carry and maintain the insurance coverage required by this Section 8, Landlord may, upon ten (10) days advanced written notice to Tenant (unless such coverage will lapse, in which event no such notice shall be necessary), procure such policies of insurance and Tenant shall promptly reimburse Landlord therefor. In addition, if such coverage is procured by Landlord, Tenant shall pay to Landlord (or, at Landlord's election, to Landlord's agent or contractor designated by Landlord) an administrative fee equal to 10% of the associated insurance premiums for the coordination of coverage.

(d) Landlord shall, throughout the Term, keep and maintain in full force and effect (i) commercial general liability insurance, including Broad Form Contractual Liability coverage or reasonable equivalent thereto, insuring against claims of bodily injury and death or property damage or loss, with a combined single limit at the Lease Commencement Date of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which policy shall be payable on an "occurrence" rather than a "claims made" basis, and with primary Commercial General Liability limits of not less than \$1,000,000 per

occurrence/\$1,000,000 aggregate and "following form" umbrella liability limits of not less than \$10,000,000 per occurrence/\$10,000,000 aggregate for each policy year; (ii) a policy of extended property insurance (what is commonly called "all risk") covering the Building shell, all of the Landlord's Work and other improvements then existing at the Project (excluding any Tenant Changes and Tenant's trade fixtures, equipment, merchandise and personal property) and Landlord's personal property, if any, located at the Project, in the amount of one hundred percent (100%) of the then current replacement value thereof; (iii) Commercial Automobile Liability insurance to insure Landlord for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 combined single limit with respect to bodily injury, death and property damage; (iv) (1) Workers' compensation statutory coverage for the state in which the Building is located; and (2) Employer's Liability coverage as required by law with limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit. Such coverage shall include a waiver of subrogation provision in favor of Tenant; and (v) one year of business interruption and loss of income and extra expense insurance insuring the same perils described in subsection (ii) above and in such amount as will reimburse Landlord for loss of rent, in an amount equal to at least twelve (12) months of rent from the Demised Premises. All policies of the insurance provided for in Section 8(d) shall be issued by insurance companies with a rating of not less than "A," and financial size of not less than Class XII, in the most current available "Best's Insurance Reports", and licensed to do business in the state in which the Building is located. The policies listed in subsections (i) and (iii) shall name Tenant as an additional insured on a primary and non-contributory basis, with the exception of coverage required in subsections. Landlord shall provide Tenant with a certificate of insurance on an Acor form 25, 27, or 28, (or their equivalents) as applicable, evidencing the required lines of coverage, insurance limits and coverage endorsements set forth in this Lease prior to the Lease Commencement Date.

(e) Notwithstanding anything to the contrary contained in this Lease, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and Lender, and each of Landlord's, Tenant's and Lender's respective partners, principals, members, officers, shareholders, directors, agents, employees and affiliates from any and all liability for loss, damage or injury to the property of the other, whether located in or about the Premises or elsewhere which is caused by or results from a peril, event or happening which is covered by insurance actually carried and in force at the time of the loss (or which would have been covered but for a failure to maintain insurance coverage that was required to be maintained under this Lease) by the party sustaining such loss. Each of Landlord and Tenant hereby waives all rights of subrogation of its insurers and shall cause its insurance policies to be endorsed such that said waiver of subrogation shall not affect the right of the insured to recover thereunder.

9. Utilities. All utilities (including, without limitation, natural gas, fuel, electricity, and telephone) serving the Demised Premises, except sewer and water, will be separately metered and billed directly to Tenant by the utility provider. Tenant shall establish an account with the utility provider for each of the separately metered utilities and pay all charges for such utilities prior to delinquency. If Tenant fails to pay any utility bills or charges, Landlord may, at its option and upon reasonable notice to Tenant, pay the same and in such event, the amount of such payment, together with interest thereon at the Interest Rate as defined in Section 32 from the

date of such payment by Landlord, will be added to Tenant's next due payment, as Additional Rent. Sewer and water will not be separately metered and will be billed to Tenant by Landlord, at Landlord's actual cost, as part of Operating Expenses. Tenant's obligation for payment of all utilities shall commence on the Lease Commencement Date.

10. Tax Appeals. If Tenant believes that the real property taxes imposed, assessed or levied against the Demised Premises, including the Land and Building, are excessive and should be appealed or contested, Tenant may so notify Landlord and request that Landlord pursue such an appeal or contest. If Landlord does not notify Tenant within thirty (30) days of Tenant's notice that Landlord will pursue the appeal or contest, Tenant may do so. In such event, Landlord will take all steps that are reasonably requested by Tenant to assist Tenant in such contest or appeal. The costs of such appeal or contest shall be borne by Tenant, except that if Tenant is successful and the amount of such real property taxes are reduced, Landlord shall reimburse Tenant for its actual and reasonable costs from the first refund or reduction actually received by Landlord. In the event of a refund for past year's real property taxes paid, the actual amount of such real property taxes shall be restated and an appropriate adjustment shall be made between Landlord and Tenant on account of such prior year's real property taxes.

11. Maintenance and Repairs.

(a) General Tenant Obligations. From and after the Lease Commencement Date and throughout the Term, Tenant shall, at its own cost and expense, except as provided in Section 2(b) above and Sections 11(b) and (c) below, maintain all non-structural portions of the Building in good condition and repair (and, subject to the terms of this Lease, replace as necessary), including but not limited to the refrigeration equipment, generators (if any), electrical systems, heating, air conditioning and ventilation systems (the "HVAC systems"), security systems, fire detection and prevention systems, and plumbing systems, and including fixtures, interior walls, floors (including regular cleaning and maintenance of the floor slab, such maintenance to include saw cut joint repair, filling of gaps and minor cracks, if needed, with mm80 material), ceilings, windows, doors, storefronts, painting and caulking, plate glass, skylights, all electrical facilities and equipment including, without limitation, lighting fixtures, lamps, fans and any exhaust equipment and systems, electrical motors, and all other appliances and equipment of every kind and nature located in, upon or about the Building. During the Term, Tenant shall maintain in full force and effect a service contract for the HVAC systems with an entity reasonably acceptable to Landlord; provided, however, that for new HVAC systems, during the one year period following the Lease Commencement Date, such service contract shall be maintained with the contractor that installed the HVAC systems, provided the use of such contractor is required to continue the warranty for the HVAC systems and charges for such service are commercially reasonable, and shall provide for at least two preventive maintenance service calls during such one year period. Tenant shall deliver to Landlord (i) a copy of said service contract prior to the Lease Commencement Date, and (ii) thereafter, a copy of a renewal or substitute service contract within thirty (30) days prior to the expiration of the existing service contract. If Tenant fails to carry such service contract, Landlord shall have the option to enter into such service contract for and on behalf of Tenant and Tenant shall reimburse Landlord, as Additional Rent, all of Landlord's reasonable costs incurred in connection with such service contract, as well as Landlord's actual

costs of repair and maintenance of the HVAC systems together with an administrative fee payable to Landlord equal to ten percent (10%) of the amount of the service contract and any associated repairs. All glass, both interior and exterior, is at the sole risk of Tenant; and any broken glass shall be promptly replaced at Tenant's expense by glass of like kind, size and quality. Unless the same is caused solely by the negligent action or inaction of Landlord, Landlord shall not be liable to Tenant or to any other person for any damage occasioned by failure in any utility system or by the bursting or leaking of any vessel or pipe in or about the Demised Premises, or for any damage occasioned by water coming into the Demised Premises or arising from the acts or neglects of occupants of adjacent property or the public.

(b) Warranties. Landlord grants to Tenant, until the expiration or earlier termination of the Term, without recourse or warranty, a non-exclusive right during the Term to exercise Landlord's rights under any warranties obtained with respect to the HVAC systems, or any other portions of the improvements within the Demised Premises required to be maintained or repaired by Tenant pursuant to this Lease.

(c) Landlord's Obligations. Landlord shall maintain in good condition and repair (and replace as necessary) all structural components of the Demised Premises and infrastructure located outside of the Building servicing the Demised Premises, including without limitation, the structural frame of the Building (i.e. steel columns, bar joists and girders), concrete wall panels (excluding painting and caulking), roof, (including, roof system, roof structure, membrane, insulation, flashing, gutters, and downspouts), foundation (beneath the floor slab), the structural integrity of the floor slab (excluding regular cleaning and maintenance of the floor slab to be performed by Tenant as provided in Section 11(a) above), utility and sewer mains and lateral lines between the boundary of the Land and the Building (including connection points), sprinkler/life-safety systems and any on-site detention/retention systems. Landlord's costs and expenses incurred in connection with the routine maintenance and repair of the foregoing areas shall be reimbursed by Tenant as Operating Expenses to the extent permitted under Section 6(a) above; provided, however, any replacements of the foregoing shall be made at Landlord's sole cost and expense, and not included as Operating Expenses. In addition, Landlord's obligation shall exclude the cost of any maintenance, repair or replacement required because of the act or negligence of Tenant, Tenant's employees, agents or any other party acting on behalf of Tenant, the cost of which shall be the responsibility of Tenant. Except if arising from or relating to Landlord's negligent acts or omissions, Landlord shall not have any obligation to repair, maintain or replace, pursuant to this subsection 11(c) or any other provision of this Lease, any Tenant Change (as defined in Section 19 hereof).

In addition to the foregoing, Landlord shall also maintain in good condition and repair those areas outside of the Building, including, without limitation, exterior lighting and fencing, and any sidewalks, parking areas and access ways (including, without limitation, curbs and striping) upon the Demised Premises and the landscaping and grounds surrounding the Building. Landlord's costs and expenses to maintain and repair the foregoing areas shall be reimbursed by Tenant as Operating Expenses.

Notwithstanding anything the contrary herein, to the extent Tenant is required to replace the HVAC systems under the terms of this Lease, following Landlord's receipt of written notice from Tenant, Landlord shall perform such replacement work, with the cost of such replacement amortized on a straight line basis over a period of ten (10) years at an annual rate of seven percent (7%), and Landlord shall be entitled to include the annualized amortized portion attributable to the Term in Operating Expenses; provided, however, if Tenant has not continuously maintained a service contract for the HVAC systems as required pursuant to Section 11(a) or if such replacement is otherwise required due to the abuse or misuse of the equipment by Tenant or Tenant's Affiliates (as hereinafter defined), then such replacement shall be made by Landlord and Tenant shall reimburse Landlord upon demand in full for all such costs and expenses incurred in connection therewith.

Notwithstanding anything to the contrary in this Lease (and except as provided in the immediately preceding paragraph), for any repairs or replacements that are the responsibility of Tenant pursuant to Section 11(a), to the extent that such repairs or replacements are characterized as a capital expenditure under GAAP (such work referred to herein as "Tenant Cap-X Work"), then Tenant shall notify Landlord in writing and Landlord shall perform such Tenant Cap-X Work, and the cost shall be amortized at an annual rate equal to seven percent (7%) per annum over the useful life of the item in question as determined in accordance with GAAP and only the amortized cost attributable to the calendar year in question shall be included in Operating Expenses for such calendar year; provided, however, if Tenant Cap-X Work is otherwise required due to the acts or omissions of Tenant or Tenant's Affiliates, then such Tenant Cap-X Work shall be performed by Landlord and Tenant shall reimburse Landlord upon demand in full for all such costs and expenses incurred in connection therewith.

## 12. Indemnity.

(a) Except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors (collectively, "Landlord's Affiliates"), Tenant shall be liable for, and agrees to indemnify and defend Landlord against and hold Landlord harmless from, all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees actually incurred, resulting from claims by third parties for any loss of life, injury to person or damage to or loss of property arising from or related to Tenant's use or occupancy of the Demised Premises, any condition of the Demised Premises arising out of Tenant's use or occupancy of the Demised Premises or for which Tenant is otherwise responsible under the Lease occurring in, on or about the Demised Premises or any part thereof or any part of the Building or the Land on which the Building is located or occurring outside the Demised Premises when such damage, bodily or personal injury, illness or death is caused by any negligent act or omission of Tenant or Tenant's Affiliates. This Section 12(a) shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

(b) Except to the extent caused by the negligence or willful misconduct of Tenant or Tenant's Affiliates, Landlord will indemnify and hold harmless Tenant of and from, all claims, demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees

actually incurred, resulting from claims by third parties for any loss of life, injury to person or damage to or loss of property arising in, on or about the Demised Premises or any part thereof, or any part of the Building or the Land on which the Building is located or occurring outside the Demised Premises when such damage, bodily or personal injury, illness or death arises from, is in connection with, or relates to the negligent acts or omissions of Landlord or Landlord's Affiliates or any condition of the Demised Premises for which Landlord or Landlord's Affiliates are otherwise responsible under the Lease. This Section 12(b) shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

13. Tenant's Fixtures and Personal Property. Tenant shall have the right to install in the Demised Premises trade fixtures required by Tenant or used by it in its business, and if installed by Tenant, to remove any or all such trade fixtures from time to time during and upon termination or expiration of this Lease; provided, however, that prior to the expiration of the Term, Tenant shall remove any trade fixtures installed by Tenant following the Lease Commencement Date as specified for removal pursuant to Section 19(a) from the Demised Premises and repair and restore any damage or injury to the Demised Premises (to the condition in which the Demised Premises existed prior to such installation) caused by the installation and/or removal thereof. Tenant shall not be required to remove any improvements installed as part of the Landlord's Work. Tenant's inventory, trade fixtures, partitions, furniture, office equipment, warehouse equipment and other movable items paid for by Tenant, shall remain the property of and be removed by Tenant upon the expiration or earlier termination of this Lease and Tenant shall repair and restore any damage or injury to the Demised Premises (to the condition in which the Demised Premises existed prior to such installation, reasonable wear and tear and damage by fire and casualty covered under Section 21 excepted) caused by the installation and/or removal thereof. All of Tenant's personal property in the Demised Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for, and Tenant hereby releases Landlord from, any and all liability for theft thereof or any damage thereto occasioned by any acts or negligence of any third persons, or any act of God.

14. Signs. No sign, advertisement or notice shall be inscribed, painted, affixed, or displayed on the windows or exterior walls of the Demised Premises or on any public area of the Building, except in such places, numbers, sizes, colors and styles as are approved in advance in writing by Landlord, which approval shall not be unreasonably withheld or delayed and which conform to all applicable Governmental Requirements and any covenants affecting the Demised Premises. Any and all signs installed or constructed by or on behalf of Tenant pursuant hereto shall be installed, maintained and removed by Tenant, at Tenant's sole cost and expense.

15. Waiver of Landlord's Lien. Notwithstanding any other provision hereof to the contrary, Landlord expressly waives any security interest in or lien (whether contractual, statutory, or constitutional, arising under common law, or otherwise) upon all of the personal property and trade fixtures of Tenant situated in and upon the Demised Premises.

16. Governmental Regulations.

(a) Except as specifically required of Landlord herein, Tenant shall promptly comply throughout the Term, at Tenant's sole cost and expense, with all Governmental Requirements relating to Tenant's use of the Demised Premises. Without limiting the foregoing, if as a result of one or more Governmental Requirements, it is necessary, from time to time during the Term, to perform an alteration or modification to the Building or any other portion of the Demised Premises (a "Code Modification") which is made necessary as a result of a Tenant Change or the specific use being made by Tenant of the Demised Premises (as distinguished from an alteration or modification which would be required to be made by the owner of any warehouse-office building comparable to the Building irrespective of the use thereof by any particular occupant), then such Code Modification shall be the sole and exclusive responsibility of Tenant in all respects. Any such Code Modification shall be promptly performed by Tenant at its expense in accordance with the applicable Governmental Requirement and with Section 19.

(b) If as a result of one or more Governmental Requirements it is necessary from time to time during the Term to perform a Code Modification which would be characterized as a capital expenditure under GAAP and is not made necessary as a result of the specific use being made by Tenant of the Demised Premises (as distinguished from an alteration or modification which would be required to be made by the owner of any warehouse-office building comparable to the Building irrespective of the use thereof by any particular occupant) or a Tenant Change, then (a) Landlord shall have the obligation to perform the Code Modification at its expense, (b) the cost of such Code Modification shall be amortized at an annual rate equal to seven percent (7%) per annum over the useful life of the item in question as determined in accordance with GAAP, and (c) Tenant shall be obligated to pay on a monthly basis (as Additional Rent, payable in the same manner and upon the same terms and conditions as the Base Rent) for Tenant's pro rata share of the portion of such amortized costs attributable to each month through the remainder of the Term, including any extensions thereof, with respect to any such Code Modification. Tenant shall promptly send to Landlord a copy of any written notice received by Tenant requiring a Code Modification.

17. Environmental Matters.

(a) For purposes of this Lease:

(i) "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or on any portion of the Demised Premises or the Project so as to require remediation, cleanup or investigation under any applicable Environmental Law (as hereinafter defined).

(ii) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other requirements, which exist now or as may exist hereafter, concerning protection of human health, safety and the environment, all as may be amended from time to time [including, without limitation, the

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA").

(iii) "Hazardous Substances" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

(b) Landlord represents that, as of the Lease Date, to Landlord's actual knowledge based solely on that certain Phase I Environmental Site Assessment Report dated May 26, 2017 prepared by Rone Engineering Services, Ltd. (the "ESA"), a copy of which ESA has been provided by Landlord to Tenant, Landlord represents that, except as set forth in the ESA (i) Landlord has not treated, stored or disposed of any Hazardous Substances upon or within the Demised Premises in violation of applicable Environmental Laws, (ii) to Landlord's actual knowledge, no Hazardous Substances are present on or under the Land as of the Lease Date in violation of applicable Environmental Laws, and (iii) Landlord has not received written notice that the Demised Premises is presently in violation of any Environmental Laws as of the Lease Date.

(c) Tenant represents that all its activities on the Demised Premises or the Project during the course of this Lease will be conducted in compliance with Environmental Laws. Tenant warrants that it is currently in compliance with all applicable Environmental Laws and that there are no pending or threatened notices of deficiency, notices of violation, orders, or judicial or administrative actions involving alleged violations by Tenant of any Environmental Laws. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Tenant's operation of its business on the Demised Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws affecting in any way the Demised Premises. Tenant warrants that it will obtain all such permits, licenses or approvals and make all such notifications and registrations required by any applicable Environmental Laws necessary for Tenant's operation of its business on the Demised Premises.

(d) Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Demised Premises or the Project without the prior written consent of Landlord, which consent may be granted or withheld in the absolute discretion of Landlord; provided, however, that the consent of Landlord shall not be required for the use at the Demised Premises of cleaning supplies, toner for photocopying machines and other similar materials, in containers and quantities reasonably necessary for and consistent with normal and ordinary use by Tenant, at the Demised Premises, in the routine operation or maintenance of Tenant's office equipment or in the routine janitorial service, cleaning and maintenance for the Demised Premises.

(e) Tenant shall not cause or permit the release of any Hazardous Substances by Tenant or any of its subsidiaries or affiliates, or any of Tenant's or such subsidiaries' or affiliates' agents, contractors, employees, vendors, licensees or invitees (collectively, "Tenant's Affiliates") into any environmental media such as air, water or land, or into or on the Demised Premises or the Project in any manner that violates any Environmental Laws. If such release shall occur, Tenant shall (i) take all steps reasonably necessary to contain and control such release and any associated Contamination, (ii) clean up or otherwise remedy such release and any associated Contamination to the extent required by, and take any and all other actions required under, applicable Environmental Laws and (iii) notify and keep Landlord reasonably informed of such release and response.

(f) Regardless of any consents granted by Landlord pursuant to Section 17(d) allowing Hazardous Substances upon the Demised Premises, Tenant shall under no circumstances whatsoever cause or permit (i) any activity on the Demised Premises which would cause the Demised Premises to become subject to regulation as a hazardous waste treatment, storage or disposal facility under RCRA or the regulations promulgated thereunder; (ii) the discharge of Hazardous Substances into the storm sewer system serving the Demised Premises or the Project; or (iii) the installation of any underground storage tank or underground piping on or under the Demised Premises.

(g) Tenant shall and hereby does indemnify Landlord and hold and defend Landlord harmless from and against any and all reasonable and actual expense, loss, and liability suffered by Landlord (except to the extent that such expenses, losses, and liabilities arise out of Landlord's own negligence or willful act), as a result of the storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) by Tenant or Tenant's Affiliates in violation of Environmental Laws or by reason of Tenant's breach of any of the provisions of this Section 17. Such expenses, losses and liabilities shall include, without limitation, (i) any and all costs and expenses that Landlord may incur in studying or remedying any Contamination at or arising from the Demised Premises to the extent required by applicable Environmental Laws; (ii) any and all fines, penalties or other sanctions assessed upon Landlord; and (iii) any and all reasonable legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnification provided by Tenant shall not be applicable if it can be demonstrated that the Hazardous Materials found on the Demised Premises were present prior to the Lease Date, and were not introduced by Tenant or and Tenant's Affiliates, nor shall it be applicable in the event that the source of any contamination is from adjacent properties. The indemnity contained herein shall survive the expiration or earlier termination of this Lease.

(h) Landlord shall indemnify Tenant and hold Tenant harmless from and against any and all expenses, losses and liabilities (and any and all reasonable legal and professional fees and costs) actually suffered by Tenant (except to the extent arising out of the negligence or willful act of Tenant or Tenant's Affiliates) as a result of a governmental authority having jurisdiction ordering a cleanup, removal or other remediation by Tenant of any Hazardous Substances located upon or within the Demised Premises prior to the Lease Commencement Date (except to the

extent caused by Tenant or Tenant's Affiliates during Tenant's period of early occupancy pursuant to Special Stipulation 2 on Exhibit "E" attached hereto) or by reason of Landlord's breach of any of the provisions of this Section 17. Landlord shall promptly undertake and perform, at Landlord's sole cost and expense, any studying, remediating, removing or disposing of, or otherwise addressing, any Contamination in violation of Environmental Laws which is the responsibility of Landlord hereunder. Landlord shall have the right to control all communications with regulatory or governmental agencies with respect thereto, and Tenant shall not perform such acts and communications nor be entitled to any indemnification hereunder unless (w) Tenant is specifically required by Environmental Laws to perform such acts, (x) Tenant notifies Landlord of such Contamination promptly after Tenant has actual knowledge or reasonable belief of its existence, (y) Tenant promptly provides copies to Landlord of any notices given or received by Tenant related to such Contamination and (z) Landlord has failed or refused to perform such acts and communications after having been afforded reasonable written notice by Tenant and having had reasonable opportunity to perform such acts and communications. The indemnity contained herein shall survive the expiration or earlier termination of this Lease.

18. Construction of Demised Premises.

(a) Landlord and Tenant acknowledge and agree that the Plans and Specifications, as modified by change orders, identified on Exhibit "B" attached hereto and made a part hereof by reference (the "Change Orders"), cover all work to be performed by Landlord in constructing the Building and other improvements which shall be a part of the Demised Premises. As of the Effective Date, Tenant shall not be permitted to request and Landlord shall not be obligated to accept any additional changes to the Plans and Specifications, as modified by the Change Orders.

(b) Landlord has to date and shall, at its sole cost and expense, complete construction of the Building and other improvements pursuant to the Plans and Specifications, as modified by the aforesaid Change Orders, and in accordance with the terms and conditions of this Lease ("Landlord's Work"). The Landlord's Work shall be constructed by Evans General Contractors.

(c) [Reserved]

(d) Landlord shall complete Landlord's Work in accordance with the Plans and Specifications, as modified by the aforesaid Change Orders, and in accordance with the terms and conditions of this Lease.

(e) Landlord and Tenant acknowledge and agree that Landlord achieved Substantial Completion as of April 21, 2022.

(f) [Reserved]

(g) Upon Substantial Completion of the Demised Premises, a representative of Landlord and a representative of Tenant together shall inspect the Demised Premises and, within fifteen (15) days thereafter, generate a punchlist of defective or uncompleted items relating to the completion of construction of the improvements within the Demised Premises (the "Punchlist"),

which Punchlist shall indicate the estimation by the parties of the cost of each item. Landlord shall, within a reasonable time after the Punchlist is prepared and agreed upon by Landlord and Tenant, complete such incomplete work and remedy such defective work as are set forth on the Punchlist.

19. Tenant Alterations and Additions.

(a) Except as to any nonstructural alterations, improvements, or additions to the Demised Premises (collectively a "Tenant Change"), which Tenant Changes individually cost less than \$25,000.00 and in the aggregate over the Term total less than \$100,000.00. Tenant shall not make or permit to be made any other Tenant Change without first obtaining on each occasion Landlord's prior written consent (which consent Landlord agrees not to unreasonably withhold) and Lender's prior written consent (if such consent is required). With respect to any such Tenant Change requiring Landlord's prior written consent, Tenant shall furnish Landlord with a full set of plans and specifications for any such Tenant Change prior to the commencement thereof together with an original builder's risk policy of insurance in form and amount of coverage reasonably acceptable to Landlord, showing Tenant as named insured, and Landlord and Lender (if applicable) as loss payees. If Landlord, at the time of giving its approval to any Tenant Change, notifies Tenant that approval is conditioned upon removal of Tenant's Change at the termination or expiration of this Lease, then Tenant shall, at its sole cost and expense and upon the termination of this Lease, remove the same and restore the Demised Premises to its condition prior to such Tenant Change.

(b) All Tenant Changes shall be performed in accordance with all legal requirements applicable thereto and in a good and workmanlike manner with first-class materials and, upon completion of any Tenant Change, Tenant shall furnish to Landlord "as-built" drawings for any changes to the structure, footprint or demising walls of the Building showing the location and type thereof. No Tenant Change shall impair the structural strength of the Building or reduce its value, Tenant shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any materialmen's or mechanics' liens upon the Building or the Demised Premises, and Tenant shall pay the full cost of any Tenant Change and Tenant shall give Landlord such reasonable security as may be requested by Landlord to insure payment of such cost. Except as otherwise provided herein and in Section 13 hereof, all Tenant Changes and all repairs and all other property attached to or installed on the Demised Premises by or on behalf of Tenant shall immediately upon completion or installation thereof be and become part of the Demised Premises and the property of Landlord without payment therefor by Landlord and shall be surrendered to Landlord upon the expiration or earlier termination of the Term. With respect to any Tenant Change, whether or not requiring Landlord's prior consent, Landlord shall have no duty or obligation to make any replacement or repair thereto, whether interior or exterior, structural or non-structural, ordinary or extraordinary or as required to comply with any law.

(c) To the extent permitted by law, all of Tenant's contracts and subcontracts for such Tenant Changes shall provide that no lien shall attach to or be claimed against the Demised Premises or any interest therein, and that all subcontracts let thereunder shall contain the same provision. Whether or not Tenant furnishes the foregoing, Tenant agrees to hold Landlord

harmless from, and defend against (with legal counsel acceptable to Landlord) all liens, claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. Tenant shall not permit the Demised Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor, material or services furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed for the Demised Premises by, or at the direction or sufferance of Tenant and if any such liens are filed against the Demised Premises, Tenant shall promptly discharge the same; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord, within fifteen (15) days after demand, such security as may be reasonably satisfactory to landlord to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Landlord's interest in the Demised Premises by reason of non-payment thereof; provided further that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to post such security or does not diligently contest such lien, Landlord may, without investigation of the validity of the lien claim, discharge such lien and Tenant shall reimburse Landlord upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any attorneys' fees, paralegals' fees and any and all costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject the Demised Premises to liability under any lien law now or hereafter existing of the state in which the Demised Premises are located.

20. Services by Landlord. From and after the Lease Commencement Date, Landlord shall be responsible for providing no services to the Demised Premises whatsoever, except for the services for which Landlord is specifically obligated pursuant to Sections 11(c) and 18 or as otherwise specifically provided for in the Lease.

21. Fire and Other Casualty. If the Demised Premises are damaged by fire or other casualty required to be insured by Landlord under this Lease, Landlord agrees to restore and repair the Demised Premises promptly at Landlord's expense, including Tenant Changes to be insured by Tenant (but only to the extent Landlord receives insurance proceeds therefor, including the proceeds from the insurance required to be carried by Tenant on the Tenant Changes). Notwithstanding the foregoing, if the Demised Premises are (a) in the reasonable opinion of Landlord, so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the later of (i) the date Landlord receives all permits, licenses and/or approvals required to commence such repair and restoration or (ii) the date Tenant vacates the necessary portions of the Building to allow Landlord to commence said repair; or (b) destroyed by a casualty which is not covered by Landlord's insurance, or if such casualty is covered by Landlord's insurance but Lender or other party entitled to insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Demised Premises, then Landlord shall give written notice to Tenant of such determination (the "Determination Notice") within sixty (60) days after such casualty. Either Landlord or Tenant may terminate and cancel this Lease by giving written notice to the other within twenty (20) days after Tenant's

receipt of the Determination Notice. Upon the giving of such termination notice, all obligations hereunder with respect to periods from and after the date of receipt by Landlord or Tenant, as applicable, of the termination notice shall thereupon cease and terminate, except those expressly surviving the expiration or earlier termination of the Term. If no such termination notice is given, Landlord shall diligently pursue all necessary permits, licenses and approvals required for the commencement of the repair and restoration of the Demised Premises and shall thereafter, to the extent of the available insurance proceeds, repair and restore the Demised Premises to the approximate condition existing immediately prior to such casualty; provided, however, in the event that Landlord has not restored the Demised Premises to the required condition within two hundred seventy (270) days from the date of such casualty for any reason, Tenant may terminate and cancel this Lease by giving written notice to Landlord effective on the date of receipt by Landlord of the termination notice. Upon termination of this Lease pursuant to casualty, the Base Rent herein reserved and all Additional Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to the date of casualty, all Base Rent, Additional Rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except those expressly surviving the expiration or earlier termination of the Term. Rent shall abate during the time that the Demised Premises or any part thereof are unusable, by reason of any casualty damage, in proportion to the loss of use of the Demised Premises actually suffered by Tenant as reasonably determined by Landlord and Tenant.

22. Condemnation.

(a) If all of the Demised Premises is taken or condemned for a public or quasi-public use, this Lease shall terminate as of the earlier of the date title to the condemned real estate vests in the condemnor and the date on which Tenant is deprived of possession of all of the Demised Premises. In such event, the Base Rent herein reserved and all Additional Rent and other sums payable hereunder shall be apportioned and paid in full by Tenant to Landlord to that date, all Base Rent, Additional Rent and other sums payable hereunder prepaid for periods beyond that date shall forthwith be repaid by Landlord to Tenant, and neither party shall thereafter have any liability hereunder, except that any obligation or liability of either party, actual or contingent, under this Lease which has accrued on or prior to such termination date shall survive.

(b) In the event of a taking of "Substantially All of the Demised Premises" (as herein defined), Tenant may, at its option, upon thirty (30) days' written notice to Landlord, which shall be given no later than sixty (60) days following the taking, have the right to terminate this Lease. All Base Rent and other sums payable by Tenant hereunder shall be apportioned and paid through and including the date of taking, and neither Landlord nor Tenant shall have any rights in any compensation or damages payable to the other in connection with such condemnation. For purposes of this provision, "Substantially All of the Demised Premises" shall mean (i) so much of the Demised Premises as, when taken, leaves the untaken portion unsuitable, in the reasonable opinion of Tenant and Landlord, for the continued feasible and economic operation of the Demised Premises by Tenant for the same purposes as immediately prior to such taking or as contemplated herein, (ii) so many of the parking spaces on the Land as reduces the parking ratio below that which is required by the zoning ordinance applicable to the Demised Premises, and

Landlord's failure to provide substantially similar alternative parking reasonably acceptable to Tenant within sixty (60) days after such taking, or (iii) so much of the Demised Premises that access to the Demised Premises is materially impeded, as reasonably determined by Landlord and Tenant.

(c) If only part of the Demised Premises is taken or condemned for a public or quasi-public use and this Lease does not terminate pursuant to Section 22(b) above, Landlord shall restore, using all reasonable speed and diligence, the Demised Premises to a condition and to a size as nearly comparable as reasonably possible to the condition and size thereof immediately prior to the taking. There shall be an equitable abatement of the Base Rent and Additional Rent based on the actual loss of use of the Demised Premises suffered by Tenant from the taking. Determination of such loss of use of the Demised Premises after a partial taking shall be mutually agreed to by the parties within sixty (60) days from the date of the taking and if the parties can not so agree, then such loss of use shall be determined in accordance with the Dispute Resolution Procedure (as defined in Section 34), with real estate appraisers having at least ten (10) years' experience appraising commercial real estate, including build-to-suit leases, serving as Officials. Pending such determination, Tenant shall continue to pay the Base Rent and Additional Rent as herein originally specified, and upon such determination, if Tenant is entitled to a refund because of an overpayment of Base Rent or Additional Rent, Landlord shall make the same promptly, or in lieu thereof credit the amount thereof to future installments of Base Rent or Additional Rent as they become due.

(d) Landlord shall be entitled to receive the entire award in any proceeding with respect to any taking provided for in this Section 22, without deduction therefrom for any estate vested in Tenant by this Lease, and Tenant shall receive no part of such award. Nothing herein contained shall be deemed to prohibit Tenant from making a separate claim, against the condemnor, to the extent permitted by law, for the value of the unamortized Tenant Changes (installed in accordance with Section 19 at Tenant's expense), Tenant's moveable trade fixtures, machinery and moving expenses, provided that, in any case, the making of such claim shall not and does not adversely affect or diminish Landlord's award.

## 23. Tenant's Default.

(a) The occurrence of any one or more of the following events shall constitute an event of default (herein referred to as an "Event of Default") of Tenant under this Lease:

(i) if Tenant fails to pay Base Rent or any Additional Rent hereunder as and when such rent becomes due and such failure shall continue for more than five (5) days after receipt of written notice from Landlord of such failure;

(ii) if Tenant fails to pay Base Rent or any Additional Rent on time more than three (3) times in any period of twelve (12) months, notwithstanding that such payments have been made within the applicable cure period;

(iii) if the Demised Premises become deserted, or abandoned for more than ten (10) consecutive days or if Tenant fails to take possession of the Demised Premises on the Lease Commencement Date (or within a reasonable time thereafter)

(iv) if Tenant permits to be done anything which creates a lien upon the Demised Premises and fails either (A) to discharge, (B) bond such lien, or (C) post security with Landlord acceptable to Landlord, within thirty (30) days after receipt by Tenant of written notice thereof;

(v) if Tenant violates the provisions of Section 30 of this Lease by attempting to make an unpermitted assignment or sublease;

(vi) if Tenant fails to maintain in force all policies of insurance required by this Lease and such failure shall continue for more than ten (10) days after Landlord gives Tenant notice of such failure;

(vii) if any petition is filed by or against Tenant or any guarantor of this Lease under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within sixty (60) days of commencement), or if any order for relief shall be entered against Tenant or any guarantor of this Lease in any such proceedings;

(viii) if Tenant or any guarantor of this Lease becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

(ix) if a receiver, custodian, or trustee is appointed for the Demised Premises or for all or substantially all of the assets of Tenant or of any guarantor of this Lease, which appointment is not vacated within sixty (60) days following the date of such appointment; or

(x) if Tenant fails to perform or observe any other term of this Lease and such failure shall continue for more than thirty (30) days after Landlord gives Tenant notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Tenant does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within a reasonable time and in any event prior to the time a failure to complete such correction could cause Landlord to be subject to prosecution for violation of any law, rule, ordinance or regulation or causes, or could cause a default under any mortgage.

(b) Upon the occurrence of any one or more of the aforesaid Events of Default, Landlord may, at Landlord's option, without any demand or notice whatsoever (except as expressly required in this Section 23):

(i) Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination

with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term, and all rights of Tenant under this Lease and in and to the Demised Premises shall expire and terminate and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Demised Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Demised Premises and to expel or remove Tenant and its effects without being liable for prosecution or any claim for damages therefor; or

(ii) Terminate this Lease as provided in Section 23(b)(i) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, is calculated as follows: (1) the value of the excess, if any, of (A) the Base Rent, Additional Rent and all other sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the expiration date of the original Term (or any applicable extension or renewal term then in effect) had this Lease not been terminated (the "Remaining Term"), over (B) the aggregate reasonable rental value of the Demised Premises for the Remaining Term (which excess, if any, shall be discounted to present value at the "Treasury Yield" [as defined below] rate for the Remaining Term), plus (2) the costs of recovering possession of the Demised Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, reasonable attorney's fees, plus (3) the unpaid Base Rent and Additional Rent earned as of the date of termination plus any interest and late fees due hereunder, plus other sums of money and damages owing on the date of termination by Tenant to Landlord under this Lease or in connection with the Demised Premises, all of which excess sum shall be deemed immediately due and payable; provided, however, that such payments shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by Landlord and Tenant that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. "Treasury Yield" shall mean the rate of return in percent per annum of Treasury Constant Maturities for the length of time specified as published in document H.15(519) (presently published by the Board of Governors of the U.S. Federal Reserve System titled "Federal Reserve Statistical Release") for the calendar week immediately preceding the calendar week in which the termination occurs. If the rate of return of Treasury Constant Maturities for the calendar week in question is not published on or before the business day preceding the date of the Treasury Yield in question is to become effective, then the Treasury Yield shall be based upon the rate of return of Treasury Constant Maturities for the length of time specified for the most recent calendar week for which such publication has occurred. If no rate of return for Treasury Constant Maturities is published for the specific length of time specified, the Treasury Yield for such length of time shall be the weighted average of the rates of return of Treasury Constant Maturities most nearly corresponding to the length of the applicable period specified. If the publishing of the rate of return of Treasury Constant Maturities is ever discontinued, then the Treasury Yield shall be based upon the index which is published by the Board of Governors of the U.S. Federal Reserve System in replacement thereof or, if no such replacement index is published, the index which, in Landlord's reasonable determination, most nearly corresponds to the rate of return of Treasury Constant Maturities. In determining the aggregate reasonable rental value pursuant to subparagraph (ii)(1)(B) above, the

parties hereby agree that, at the time Landlord seeks to enforce this remedy, all relevant factors should be considered, including, but not limited to, (a) the length of time remaining in the Remaining Term, (b) the then current market conditions in the general area in which the Building is located, (c) the likelihood of reletting the Demised Premises for a period of time equal to the Remaining Term, (d) the net effective rental rates then being obtained by landlords for similar type space of similar size in similar type buildings in the general area in which the Building is located, (e) the vacancy levels in the general area in which the Building is located, (f) current levels of new construction that will be completed during the Remaining Term and how this construction will likely affect vacancy rates and rental rates and (g) inflation; or

(iii) Without terminating this Lease, and with or without notice to Tenant, Landlord may in its own name but as agent for Tenant enter into and upon and take possession of the Demised Premises or any part thereof, and, at Landlord's option, remove persons and property therefrom and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Demised Premises or any portion thereof as the agent of Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Demised Premises. Landlord shall in no way be responsible or liable for any failure to rent the Demised Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any, shall be held by Landlord to the extent of and for application in payment of future rent, if any becomes owing, as the same may become due and payable hereunder. In reletting the Demised Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured and proceed under subsections 23(b)(i) or 23(b)(ii) above; or

(iv) Without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon the Demised Premises and without being liable for prosecution or any claim for damages therefor, maintain the Demised Premises and repair or replace any damage thereto or do anything or make any payment for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto; or

(v) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, wherever Landlord is obligated to furnish or render the same so long as Tenant is in default under this Lease; or

(vi) Allow the Demised Premises to remain unoccupied and collect rent from Tenant as it comes due; or

(vii) Pursue such other remedies as are available at law or in equity.

(c) If this Lease shall terminate as a result of or while there exists a default hereunder, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such termination or default.

(d) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(e) If any statute or rule of law shall limit any of Landlord's remedies as hereinabove set forth, Landlord shall nonetheless be entitled to any and all other remedies hereinabove set forth.

(f) No agreement to accept a surrender of the Demised Premises and no act or omission by Landlord or Landlord's agents during the Term shall constitute an acceptance or surrender of the Demised Premises unless made in writing and signed by Landlord. No re-entry or taking possession of the Demised Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant.

(g) No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making such waiver. Landlord's acceptance of Base Rent or Additional Rent following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may grow up between the parties in connection with the terms of this Lease shall be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Lease, without a written notice thereof the other party.

(h) The rights granted to Landlord in this Section 23 shall be cumulative of every other right or remedy provided in this Lease or which Landlord may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of Base Rent, Additional Rent or damages accruing to Landlord by reason of any Event of Default. If an Event of Default shall occur, Tenant shall pay to Landlord, on demand, all expenses incurred by Landlord as a result thereof, including reasonable attorneys' fees, court

costs and expenses. Other than in connection with a claim arising from the negligence or intentional misconduct of Landlord, its employees, agents or representatives, if Landlord shall be made a party to any litigation commenced against Tenant as a result of this Lease, Landlord's ownership of the Demised Premises or the relationship of Landlord and Tenant arising by virtue of this Lease, Tenant shall pay all costs and reasonable attorneys' fees incurred by Landlord in connection with such litigation. Notwithstanding anything to the contrary contained herein, in the event any third party prevails in any action to which Landlord is made a party and it is ultimately determined that there was no negligence or intentional misconduct on the part of Landlord, Tenant shall pay all costs and reasonable attorneys' fees incurred by Landlord in connection with such litigation.

24. Landlord's Right of Entry. Tenant agrees to permit Landlord and the authorized representatives of Landlord and of the Lender to enter upon the Demised Premises at all reasonable times for the purposes of (a) inspecting the Demised Premises, (b) making any necessary repairs thereto pursuant to Sections 11(c) or 18 performing any work therein that may be necessary by reason of Tenant's failure to make such repairs or perform any such work required of Tenant under this Lease; provided that, except in the case of an emergency, Landlord shall give the Tenant reasonable prior notice not less than two (2) days in advance of Landlord's intended entry into the Building. Nothing herein shall imply any duty upon the part of Landlord to do any of the work described in clause (c) above, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform such work. Landlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Tenant by reason of making such repairs or the performance of such work in the Demised Premises or on account of bringing materials, supplies and equipment into or through the Demised Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected; provided, however, that Landlord shall use reasonable efforts not to disturb or otherwise interfere with Tenant's operations in the Demised Premises in making such repairs or performing such work. Landlord also shall have the right to enter the Demised Premises at all reasonable times to exhibit the Demised Premises to any prospective purchaser, mortgagee or tenant.

25. Lender's Rights.

(a) For purposes of this Lease:

(i)"Lender" as used herein means the holder of a Mortgage;

(ii)"Mortgage" as used herein means any or all mortgages, deeds to secure debt, deeds of trust, financing lease, or other instruments in the nature thereof which may now or hereafter affect or encumber Landlord's title to the Demised Premises, and any amendments, modifications, extensions or renewals thereof.

(b) This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien and security title of any Mortgage; provided, however, the subordination of this Lease to any present or future Mortgage shall be conditioned upon the Lender executing a subordination, non-disturbance and attornment agreement ("SNDA") agreeing that Tenant's

occupancy of the Demised Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such Mortgage, so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods.

(c) Landlord and Tenant previously executed an SNDA in the form attached hereto as Exhibit "F" and Landlord caused such SNDA to be executed by the Lender and C5LC (as hereinafter defined) thereunder and delivered same to Tenant within thirty (30) days following the Lease Date. With respect to future Mortgages, within fifteen (15) days after Landlord's request, Tenant shall execute, acknowledge, and deliver to Landlord or to Lender a SNDA consistent with this Section 25.

(d) If requested by Lender, Tenant shall, upon demand, at any time or times, execute, acknowledge, and deliver to Lender, any and all instruments that may be necessary to make this Lease superior to the lien of Lender's Mortgage.

(e) With respect to any future Mortgages, if Lender (or Lender's nominee, or other purchaser at foreclosure) shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease without change in the terms and provisions of this Lease and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment, provided, however, that such successor shall not be bound by (i) any payment of Base Rent or Additional Rent for more than one month in advance, or (ii) any provision of any amendment or modification to the Lease to which Lender has not consented, (iii) any past act, default or omission of any prior landlord under this Lease (except with respect to any continuing an ongoing default by Landlord as of the date of attornment), (iv) any offset rights arising out of the defaults of any prior landlord under this Lease relating to any event or occurrence before the date of attornment.

(f) With respect to any future Mortgages, Landlord shall deliver to Tenant a commercially reasonable SNDA from the applicable Lender which is reasonably satisfactory to Tenant and consistent with this Section 25.

26. Estoppel Certificate and Financial Statement.

(a) Tenant agrees, at any time, and from time to time, within ten (10) days after Landlord's written request, to execute, acknowledge and deliver to Landlord, a statement in writing in recordable form to Landlord and/or its designee certifying that: (i) this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified) and (ii) the dates to which Base Rent, Additional Rent and other charges have been paid, (iii) whether or not, to the best knowledge of the signer of such certificates, there exists any failure by Landlord to perform any term, covenant or condition contained in this Lease, and, if so, specifying each such failure of which the signer may have knowledge, (iv) (if such be the case) the Tenant has unconditionally accepted the Demised Premises and is conducting its business therein, (v) and as to such additional matters as may be reasonably requested by Landlord, it being intended that any such statement delivered pursuant

hereto may be relied upon by Landlord and by any purchaser of title to the Demised Premises or by any Lender or any assignee thereof or any party to any sale-leaseback of the Demised Premises, or the landlord under a ground lease affecting the Demised Premises.

(b) If Landlord desires to finance, refinance, or sell the Building, Project or any part thereof, Tenant and all Guarantors shall deliver to any potential lender or purchaser designated by Landlord such financial statements of Tenant and such Guarantors as may be reasonably required by such lender or purchaser and are reasonably available to Tenant, including but not limited to Tenant's financial statements for the past 3 years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth and, if required by Tenant, all such parties shall execute and deliver to Tenant a confidentiality and non-disclosure agreement in a commercially reasonable form.

27. Landlord Liability. NO OWNER OF THE DEMISED PREMISES, WHETHER OR NOT NAMED HEREIN, SHALL HAVE LIABILITY HEREUNDER AFTER IT CEASES TO HOLD TITLE TO THE DEMISED PREMISES. NEITHER LANDLORD NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, PARTNER OR PRINCIPAL OF LANDLORD, WHETHER DISCLOSED OR UNDISCLOSED, SHALL BE UNDER ANY PERSONAL LIABILITY WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE. IF LANDLORD IS IN BREACH OR DEFAULT WITH RESPECT TO LANDLORD'S OBLIGATIONS OR OTHERWISE UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE INTEREST OF LANDLORD IN THE DEMISED PREMISES AND ANY PROCEEDS ARISING FROM THE SALE THEREOF FOR THE SATISFACTION OF TENANT'S REMEDIES. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LANDLORD'S LIABILITY UNDER THE TERMS, COVENANTS, CONDITIONS, WARRANTIES AND OBLIGATIONS OF THIS LEASE SHALL IN NO EVENT EXCEED THE LOSS OF LANDLORD'S INTEREST IN THE DEMISED PREMISES OR ANY PROCEEDS ARISING FROM THE SALE THEREOF.

28. Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed given when made in writing and either (i) personally delivered, (ii) deposited with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, or (iii) delivered by a nationally recognized overnight delivery service providing proof of delivery, properly addressed to the address set forth in Section 1(k) (as the same may be changed by giving written notice of the aforesaid in accordance with this Section 28). If any notice mailed is properly addressed with appropriate postage but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of failed or refused delivery. Any notice required or permitted to be given or served by Landlord or Tenant to this Lease may be given by either an agent, law firm or attorney acting on behalf of Landlord or Tenant.

29. Brokers. Landlord and Tenant represent and warrant to each other that, except for the Broker(s), it has not engaged or had any conversations or negotiations with any broker, finder or other third party concerning the leasing of the Demised Premises to Tenant who would be entitled to any commission or fee based on the execution of this Lease. Landlord and Tenant

hereby indemnify the other against and from any claims for any brokerage commissions (except those payable to the Broker(s), all of which are payable by Landlord pursuant to a separate agreement) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the expiration or termination of this Lease.

30. Assignment and Subleasing.

(a) No Transfer shall be permitted without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold or delay. If Tenant desires to Transfer this Lease (other than in connection with a Change in Control, which shall be governed by the provisions of subsection (b) below), Tenant shall give Landlord written notice no later than thirty (30) days in advance of the proposed effective date of the proposed Transfer, specifying (i) the name and business of the other party to the proposed transaction, (ii) the proposed effective date and duration of the Transfer and (iii) the proposed rent or consideration to be paid to Tenant by the other party to the proposed transaction. In the event of a sublease or any other proposed agreement to Transfer less than Tenant's entire interest in the Premises, Tenant's notice to Landlord shall also specify the amount and location of the space within the Premises that is the subject of the proposed transaction. In addition, Tenant shall promptly supply Landlord with financial statements and other information as Landlord may reasonably request to evaluate any Transfer.

(b) If Tenant desires to effectuate a Change in Control, Tenant shall give Landlord written notice no later than thirty (30) days in advance of the proposed effective date of any proposed Change in Control, specifying (i) the name of the proposed entity acquiring the direct or indirect interest in (or assets of) Tenant and (ii) the proposed effective date of such Change in Control. Tenant shall promptly supply Landlord with financial statements and other information as Landlord may reasonably request to evaluate the proposed Change in Control.

(c) For all Transfers, Landlord shall have a period of fifteen (15) days following Landlord's receipt of the notice and information from Tenant required above within which to notify Tenant in writing that Landlord elects: (1) to permit the Transfer, either with or without reasonable conditions specified by Landlord or (2) to refuse, in Landlord's reasonable discretion (taking into account all relevant factors including, without limitation, the factors set forth below), to consent to the Transfer and to continue this Lease in full force and effect as to the entire Premises. If Landlord fails to notify Tenant in writing of such election within the aforesaid fifteen (15) day period, Landlord shall be deemed to have elected option (2) above. For purposes of this Section 30, by way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent if Landlord determines (i) that the creditworthiness of the prospective transferee (or, in the instance of a Change in Control, the creditworthiness of Tenant after the Change in Control) will not equal or exceed the creditworthiness of Tenant as of the Lease Date, (ii) that the proposed use of the Premises by such prospective transferee, when compared to Tenant's use, as permitted by the Permitted Use, will increase the risk of Contamination, increase wear and tear on the Premises or the Building, will necessitate any modifications of either the Premises or the Building, will increase the cost of, or risk exposure

under, insurance carried by Landlord or otherwise negatively affect the value or marketability of the Building or the Project, or (iv) in the instance of any Transfer other than a Change in Control, that the prospective transferee is a current tenant in the Project or is a bona-fide third-party prospective tenant.

(d) Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable costs incurred by Landlord in connection with any requested Transfer, and such payments shall not be deducted from the Additional Rent owed to Landlord pursuant to provisions below. Tenant shall deliver to Landlord copies of all transfer documents executed by Tenant and the transferee in connection with any Transfer. If the transferee is to pay rent or other consideration to Tenant, and the rent rate (or other consideration) agreed upon between Tenant and its proposed transferee is greater than the rent rate that Tenant must pay Landlord hereunder for the Premises (or the applicable portion thereof), then one half (1/2) of such excess rent and consideration (after payment of brokerage commissions, attorneys' fees and other disbursements reasonably incurred by Tenant for such Transfer, if acceptable evidence of such disbursements is delivered to Landlord) shall be considered Additional Rent to be paid to Landlord by Tenant.

(e) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any Transfer. Permitted subtenants, assignees or other transferees shall become liable directly to Landlord for all obligations of Tenant hereunder, without, however, relieving Tenant (or any guarantor of this Lease) of any of its liability hereunder. No such Transfer shall be deemed a release of transferring Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any Transfer consented to by Landlord shall not relieve Tenant (or its transferee) from obtaining Landlord's consent to any subsequent Transfer.

(f) Notwithstanding anything in subsections (a) or (b) of this Section 30 to the contrary, provided that there then exists no Event of Default under this Lease which remains uncured, Tenant shall have the right, upon thirty (30) days' prior written notice to Landlord but without Landlord's prior consent, (i) to assign this Lease or sublet all or part of the Premises to any related entity which controls Tenant, is controlled by Tenant or is under common control with Tenant (e.g. an assignment of this Lease to KeHE Distributors, Inc.); or (ii) to assign this Lease to a successor entity (x) in connection with a Change in Control, or (y) which acquired substantially all of Tenant's assets and property, provided that such successor entity assumes substantially all of the obligations and liabilities of Tenant (including, without limitation, all obligations of Tenant arising under this Lease) and, after the completion of such transaction, such successor entity shall have a tangible net worth at least equal to the tangible net worth of Tenant as of the Lease Date as determined by GAAP. For the purpose hereof, "control" shall mean ownership of more than fifty percent (50%) of all the voting stock or legal and equitable interest in such corporation or entity. Any sublease or assignment pursuant to and in compliance with this Section 30(f) shall be referred to herein as a "Related Assignment". The provisions of Section 30(c) above shall not apply to any Related Assignment; provided, however, that the written notice given by Tenant to Landlord pursuant to this Section 30(f) must contain sufficient information and documentation to enable Landlord to confirm that all of the requirements of this Section 30(f) have been satisfied.

(g) As used herein, the defined terms below have the following meanings:

- (i) "Change in Control": Either (a) the transfer of more than fifty percent (50%) or more of the direct or indirect equity or controlling interests in Tenant in one or more transactions occurring in a twelve (12) month period, whether by sale, merger, consolidation or other transfers of shares, membership, partnership or other equity interests of any kind (by operation of law or otherwise) or (b) the sale or other transfer or disposition of all or substantially all of the assets of Tenant. The transfer of any direct or indirect interests in Tenant which are publically traded on any recognized national or international securities exchange shall not be deemed a Change in Control.
- (ii) "Transfer": Any assignment, mortgage, pledge, encumbering, granting of a license to occupy, subleasing or other transfer of this Lease, or any interest hereunder. A Change in Control shall also be deemed a Transfer.

(h) Landlord shall have the right to sell, transfer, assign, pledge, and convey all or any part of the Demised Premises and any and all of Landlord's rights under this Lease. In the event Landlord assigns or otherwise conveys its rights under this Lease, Landlord shall be entirely freed and released from any obligations accruing thereafter under this Lease, and Tenant agrees to look solely to Landlord's successor in interest for performance of such obligations.

31. Termination or Expiration.

(a) Except as expressly provided otherwise in this Lease, no termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Notwithstanding anything to the contrary contained herein, if this Lease is rejected in any bankruptcy action or proceeding filed by or against Tenant, and the effective date of rejection is on or after the date upon which that month's Rent is due and owing, then the Rent owing under this Lease for the month during which the effective date of such rejection occurs shall be due and payable in full and shall not be prorated.

(b) At the expiration or earlier termination of the Term, Tenant shall surrender the Demised Premises and all improvements, alterations and additions thereto, and keys therefor to Landlord, clean and neat, and in the same condition as at the commencement of the Term, ordinary wear and tear only excepted. Prior to expiration of the Term, Tenant will remove all of the Tenant Changes for which Landlord has specified removal pursuant to Section 19 of this Lease and repair all damage to the Demised Premises caused by such removal. Tenant shall not remove any of the Landlord's Work without the prior written consent of Landlord.

(c) If Tenant remains in possession of the Demised Premises after expiration of the Term, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant-at-sufferance at one hundred twenty-five percent (125%) for the first

ninety (90) days and one hundred fifty percent (150%) thereafter of the Base Rent in effect at the end of the Term. Tenant shall also continue to pay all other Additional Rent due hereunder, and there shall be no renewal of this Lease by operation of law. In addition to the foregoing, Tenant shall be liable for all damages, direct and consequential, incurred by Landlord as a result of such holdover; provided, however, Landlord agrees that it will not seek, and Tenant shall not be liable for, consequential damages for any holdover during the first thirty (30) days of the holdover and further Landlord agrees to notify Tenant in writing if it intends to seek consequential damages following such thirty (30) period. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Demised Premises shall reinstate, continue or extend the Term or Tenant's right of possession.

32. Late Payments. In the event any installment of rent, inclusive of Base Rent, or Additional Rent or other sums due hereunder, if any, is not paid (i) within five (5) days after Tenant's receipt of written notice of such failure to pay on the first occasion during any twelve (12) month period, or (ii) as and when due with respect to any subsequent late payments in any twelve (12) month period, Tenant shall pay an administrative fee equal to five percent (5%) of such past due amount, plus interest on the amount past due at a rate equal to the lesser of (X) fifteen percent (15%) per annum or (Y) the maximum interest rate allowed under applicable law (the "Interest Rate") to defray the additional expenses incurred by Landlord in processing such payment.

33. Rules and Regulations. Tenant agrees to abide by the Rules and Regulations set forth on Exhibit "C" attached hereto, as well as other rules and regulations reasonably promulgated by the Landlord from time to time so long as such other rules and regulations do not materially and adversely affect the rights of Tenant hereunder.

34. Dispute Resolution Procedure.

(a) In the event that a dispute arises between Landlord and Tenant under the Lease, and the Lease specifically provides that the dispute resolution procedure outlined in this Section 34 (herein referred to as the "Dispute Resolution Procedure") shall be utilized, the parties shall proceed as follows:

(i) The party electing to proceed under the procedures outlined herein (the "Electing Party") shall give written notice of such election to the other party (the "Other Party"), and shall designate in writing the Electing Party's selection of an individual with the qualifications outlined in the section of the Lease giving rise to this remedy (the "Official") who shall act on the Electing Party's behalf in determining the disputed fact.

(ii) Within twenty (20) days after the Other Party's receipt of the Electing Party's selection of an Official, the Other Party, by written notice to the Electing Party, shall designate an Official who shall act on the Other Party's behalf in determining the disputed fact.

(iii) Within twenty (20) days of the selection of the Other Party's Official, the two (2) Officials shall render a joint written determination of the disputed fact. If the two (2)

Officials are unable to agree upon a joint written determination within such twenty (20) day period, each Official shall render his or her own written determination and the two Officials shall select a third Official within such twenty (20) day period. In the event the two Officials are unable to select a third Official within such twenty (20) day period, then either party may apply to a court of original jurisdiction in Dallas County, Texas for appointment by such court of such third Official.

(iv) Within twenty (20) days after the appointment of the third Official, the third Official shall select one of the determinations of the two (2) Officials originally selected, without modification or qualification.

(v) If either Landlord or Tenant fails or refuses to select an Official, the Official selected shall alone determine the disputed fact. Landlord and Tenant agree that they shall be bound by the determination of disputed fact pursuant to this subsection. Landlord shall bear the fee and expenses of its Official, Tenant shall bear the fee and expenses of its Official, and Landlord and Tenant shall share equally the fee and expense of the third Official, if any.

### 35. Miscellaneous.

(a) The parties hereto hereby covenant and agree that any present or future law to the contrary notwithstanding, this Lease shall not terminate, except as herein specifically provided, and Landlord shall receive the Base Rent and Additional Rent and all other sums payable by Tenant hereinabove provided as net income from the Demised Premises, without any abatement, reduction, set-off, counterclaim, defense or deduction except as specifically provided herein. Tenant shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or void this Lease, solely as a result of any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any assignee of Landlord.

(b) If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and that in lieu of such illegal, invalid or unenforceable clause or provision there shall be substituted a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(c) All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(d) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(e) No failure of Landlord or Tenant to exercise any power given Landlord or Tenant hereunder or to insist upon strict compliance by Landlord or Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall

constitute a waiver of Landlord's or Tenant's rights to demand exact compliance with the terms hereof.

(f) This Lease contains the entire agreement of the parties hereto as to the subject matter of this Lease and no prior representations, inducements, promises, letters of intent or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. Any future amendment to this Lease must be in writing and signed by the parties hereto. The masculine (or neuter) pronoun, singular number shall include the masculine, feminine and neuter gender and the singular and plural number.

(g) This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has a usufruct, not subject to levy and sale, and not assignable by Tenant except as expressly set forth herein.

(h) Landlord and Tenant agree to execute, upon request of the other, a short form memorandum of this Lease in recordable form and the requesting party shall pay the costs and charges for the recording of such short form memorandum of lease. Under no circumstances shall Tenant have the right to record this Lease (other than a short form memorandum of Lease, as approved by Landlord), and should Tenant do so, Tenant shall be in default hereunder.

(i) The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

(j) This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Any PDF transmittal of original signature versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

(k) This Lease shall be interpreted under the laws of the State in which the Demised Premises is located.

(l) The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item which has been stricken from this Lease other than the deletion of such item.

(m) All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the parties hereto and their permitted successors and assigns.

(n) None of the covenants, terms or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned, except by a written instrument, duly signed and delivered by both parties.

(o) To the extent permitted by law, each of Tenant and Landlord hereby expressly waives any right to trial by jury of any action, cause of action, claim, demand, or proceeding arising under or with respect to this Lease, or in any way connected with, related to, or incidental to the dealings of Landlord and Tenant with respect to this Lease, in each case whether now existing or hereafter arising, and whether sounding in contract, tort, or otherwise. To the extent permitted by law, each of Tenant and Landlord hereby agrees that any such action, cause of action, claim, demand or proceeding shall be decided by a court trial without a jury and that Tenant or Landlord may file a copy of this Lease with any court or other tribunal as written evidence of the consent of each of Tenant and Landlord to the waiver of its right to trial by jury.

36. Special Stipulations. The Special Stipulations, if any, attached hereto as Exhibit E, are incorporated herein and made a part hereof, and to the extent of any conflict between the foregoing provisions and the Special Stipulations, the Special Stipulations shall govern and control.

37. Lease Date. For purposes of this Lease, the terms "Lease Date", "date of this Lease" or similar terms used herein shall mean August 31, 2020.

38. Certifications. Tenant certifies to Landlord that (i) Tenant is duly organized, validly existing and in good standing under the laws of the State of Delaware and duly qualified to do business in the State of Texas, (ii) Tenant is authorized by all required corporate or limited liability company action to enter into this Lease, and (iii) the individual(s) signing this Lease on behalf of Tenant are each authorized to bind Tenant to its terms, (iv) upon execution by Tenant, this Lease shall constitute the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity, and (v) Tenant is not, and the authorization, execution, delivery and performance of this Lease will not result in, any breach or default under any document, instrument or agreement to which any Tenant is a party or by which Tenant is subject or bound. The authorization, execution, delivery and performance of this Lease by Tenant will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order applicable to Tenant. Landlord certifies to Tenant that (i) Landlord is duly organized, validly existing and in good standing under the laws of the State of Delaware and duly qualified to do business in the State of Texas, (ii) Landlord is authorized by all required corporate or limited liability company action to enter into this Lease, (iii) the individual(s) signing this Lease on behalf of Landlord are each authorized to bind Landlord to its terms, (iv) upon execution by Landlord, this Lease shall constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity, (v) Landlord is not, and the authorization, execution, delivery and performance of this Lease will not result in, any breach or default under any document, instrument or agreement to which any Landlord is a party or by which Landlord is subject or bound. The authorization, execution, delivery and performance of

this Lease by Landlord will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order applicable to Landlord.

39. No Offer Until Executed. The submission of this Lease by Landlord to Tenant for examination or consideration does not constitute an offer by Landlord to lease the Demised Premises and this Lease shall become effective, if at all, only upon the execution and delivery thereof by Landlord and Tenant.

40. Prevailing Party. In the event of a dispute between Landlord and Tenant regarding the terms of this Lease, including any dispute regarding the enforcement of this Lease or the interpretation of any provision of this Lease, whether arising in a lawsuit filed by either Landlord or Tenant, an arbitration, bankruptcy or otherwise, the prevailing party in such dispute will be entitled to recover from the other its reasonable attorney's fees and costs actually incurred in connection with such dispute through all mediation, arbitration, trial and appellate proceedings.

41. Anti-Terrorism Representation. Tenant certifies, represents, warrants and covenants that: (i) it is not acting and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant agrees to defend (with counsel reasonably acceptable to Landlord), indemnify and hold harmless Landlord and its employees, officers, members, managers, directors, agents and contractors from and against any and all claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants.

42. Confidentiality. Tenant and Landlord shall at all times keep all business terms and conditions of this Lease (i.e., lease rates, lease term, options or rights) confidential and shall not disclose the terms thereof to any third party, except: (i) for its employees, accountants, attorneys, brokers, agents and other professionals who have a legitimate business reason to know the terms of this Lease; (ii) as required by any laws, rules or regulations applicable to such party; (iii) in connection with any legal proceedings; or (iv) in connection with any sale, financing, assignment or sublease.

43. Waiver of Consequential Damages. In no event shall either party be liable to the other for punitive, special, incidental or consequential damages arising under or in connection with this Lease, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity or loss of goodwill, except to the extent expressly set forth in Section 31(c) hereof.

44. Landlord Event of Default. If Landlord fails to perform or observe or otherwise breaches any term of this Lease and such failure shall continue for more than thirty (30) days after Tenant gives Landlord written notice of such failure, or, if such failure does not arise out of

a failure by Landlord to pay a sum of money and cannot reasonably be corrected within such 30-day period, if Landlord does not commence to correct such default within such 30-day period and thereafter diligently prosecute the correction of same to completion within a reasonable time (not to exceed ninety (90) days, as may be extended by Force Majeure), a "Landlord Event of Default" shall exist under this Lease. Upon the occurrence of a Landlord Event of Default, Tenant may at Tenant's option, cure the Landlord Event of Default and the actual cost of such cure shall be payable by Landlord to Tenant within thirty (30) days after written demand; provided, however, that if a failure by Landlord to perform or observe any term of this Lease gives rise to circumstances or conditions which constitute an emergency threatening human health or safety or substantial damage to the Demised Premises or Tenant's personal property, or materially impeding the conduct of the business of Tenant at the Demised Premises, Tenant shall be entitled to take immediate curative action (prior to the expiration of any notice and cure period set forth above) to the extent necessary to eliminate the emergency. If Landlord does not pay to Tenant the amount of such cost, within thirty (30) days after written demand, Tenant may set off such cost against installments of Base Rent due Landlord under this Lease. Tenant shall be permitted to continue to set off against succeeding installments of Base Rent until the total amount of such cost actually incurred by Tenant has been recovered by Tenant. All costs incurred by Tenant hereunder must be reasonable in amount and reasonably incurred and must not exceed the scope of the Landlord Event of Default in question; and if such costs are chargeable as a result of labor or materials provided directly by Tenant, rather than by unrelated third parties, the costs shall not exceed the amount which would have been charged by a qualified third party unrelated to Tenant. All work performed by Tenant must be performed in a good and workmanlike manner and be of commercially reasonable quality. Such costs must be reasonably documented and copies of such documentation must be delivered to Landlord within a reasonable time after written demand for reimbursement. If Tenant elects to exercise its self-help right, as provided in this Special Stipulation, such self-help right is intended to be the exclusive remedy available to Tenant with respect to the Landlord Event of Default which gave rise to the self-help. Accordingly, once Landlord has reimbursed Tenant for or Tenant has fully set off all of the cost of curing the Landlord Event of Default, Landlord shall no longer be deemed to be in default under this Lease with respect to the Landlord Event of Default that was the subject of the cure. Nothing contained in this Section shall create or imply the existence of any obligation by Tenant to cure any Landlord Event of Default nor otherwise limit the remedies available to Tenant at law or in equity.

45. Quiet Enjoyment. Landlord covenants and agrees that, so long as Tenant duly and punctually pays the Rent hereby reserved and performs the covenants on its part herein contained and this Lease is otherwise in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Demised Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord, and subject to all applicable ordinances, laws, rules and regulations and force majeure events beyond Landlord's reasonable control, shall have access to the Demised Premises twenty-four (24) hours per day, seven (7) days per week.

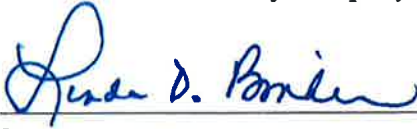
[SIGNATURES COMMENCE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands under seals, the day and year first above written.

LANDLORD:

Date: as of April 21, 2022

CORE5 INDUSTRIAL PARTNERS LLC,  
a Delaware limited liability company

By:   
Name: Linda D. Booker  
Title: Secretary & Chief Financial Officer

TENANT:

Date: as of April 21, 2022

KEHE DISTRIBUTORS, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands under seals, the day and year first above written.

LANDLORD:

Date: as of April 21, 2022


CORE5 INDUSTRIAL PARTNERS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

Date: as of April 21, 2022

KEHE DISTRIBUTORS, LLC, a Delaware  
limited liability company

By:  \_\_\_\_\_  
Name: CHRIS SIEBURG  
Title: EUP OPERATIONS

## LEASE INDEX

<u>Section</u>	<u>Subject</u>
1	Basic Lease Provisions
2	Demised Premises
3	Term
4	Base Rent
5	Security Deposit
6	Additional Rent
7	Use of Demised Premises
8	Insurance
9	Utilities
10	Taxes and Other Impositions
11	Maintenance and Repairs
12	Tenants' Personal Property; Indemnity
13	Tenant's Fixtures
14	Signs
15	Landlord's Lien
16	Governmental Regulations
17	Environmental Matters
18	Construction of Demised Premises
19	Tenant Alterations and Additions
20	Services by Landlord
21	Fire and Other Casualty
22	Condemnation
23	Tenant's Default
24	Landlord's Right of Entry
25	Lender's Rights
26	Estoppel Certificate and Financial Statement
27	Landlord Liability
28	Notices
29	Brokers
30	Assignment and Subleasing
31	Termination or Expiration
32	Late Payments
33	Rules and Regulations
34	Dispute Resolution Procedure
35	Miscellaneous
36	Special Stipulations
37	Lease Date
38	Authority
39	No Offer Until Executed

40	Prevailing Party
41	Anti-Terrorism Representation
42	Confidentiality

Exhibit "A"	Legal Description
Exhibit "A-1"	Site Plan
Exhibit "A-2"	Plans and Specifications
Exhibit "B"	Change Orders
Exhibit "C"	Rules and Regulations
Exhibit "D"	[Reserved]
Exhibit "E"	Special Stipulations
Exhibit "F"	SNDA

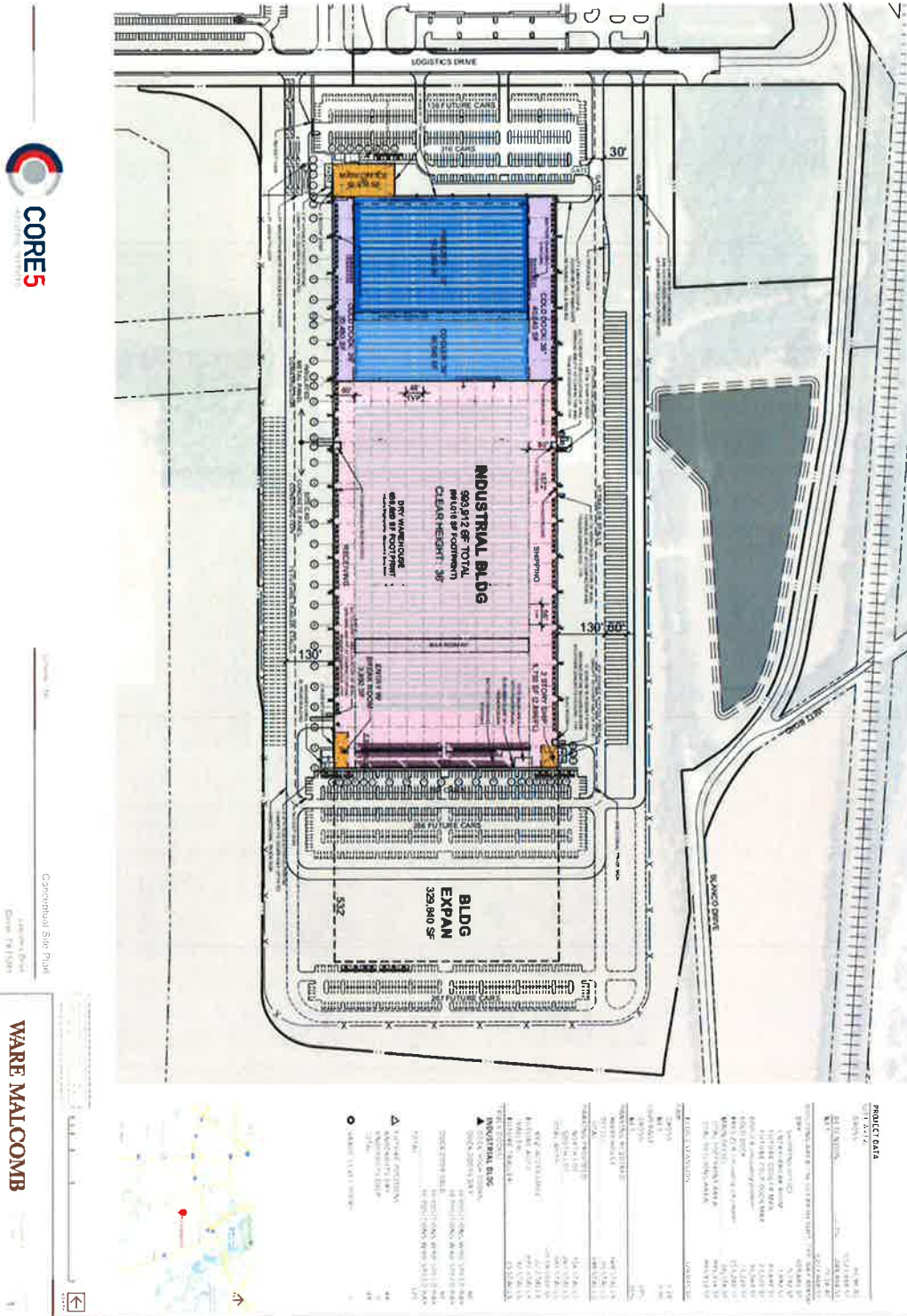
## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 1B, in Block B/8313, of Logistics Center at Bonnie View Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File No. [2020-199969](#), Map/Plat Records, Dallas County, Texas.

# EXHIBIT A-1

## SITE PLAN



## EXHIBIT A-2

### PLANS AND SPECIFICATIONS

KeHE FOOD DISTRIBUTORS, DALLAS, TX

ADDENDUM 1 DRAWINGS ISSUED BY WARE MALCOMB, DATED 12/07/2021

#### ARCHITECTURAL

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A0.3	ACCESSIBILITY DETAILS
A0.3a	ACCESSIBILITY DETAILS
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A0.5a	OCCUPANCY AND EGRESS PLANS
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A3.1	ROOF PLAN
A4.1	EXTERIOR ELEVATIONS
A4.2	EXTERIOR ELEVATIONS
A5.0	BUILDING SECTIONS
A5.1	ENLARGED ELEVATION AND FLOOR PLAN
A5.2	ENLARGED CANOPY PLAN
A5.3	WALL SECTIONS
A5.4	WALL SECTIONS
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A5.6	ENLARGED ELEVATION, PLAN AND WALL SECTIONS
A5.7	ENLARGED ELEVATION, PLAN AND WALL SECTIONS
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A5.10	WALL SECTIONS
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A6.1b	MAIN OFFICE - FINISH PLAN
A6.2	BREAKROOM/ LOCKER ROOM - REFLECTED CEILING AND FLOOR PLANS
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A6.3b	ENLARGED STAIR PLANS AND SECTIONS
A6.4	ENLARGED RESTROOM PLANS AND ELEVATIONS
A6.4a	ENLARGED RESTROOM PLAN
A6.4b	ENLARGED RESTROOM CEILING PLAN
A6.4c	RESTROOM ELEVATIONS
A6.4d	ENLARGED RESTROOM PLANS AND RESTROOM ELEVATIONS
A6.4e	ENLARGED RESTROOM PLANS
A6.4f	RESTROOM ELEVATIONS
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A6.5a	MILLWORK ELEVATIONS
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A8.2	DETAILS
A8.3	DETAILS
A8.4	DETAILS
A8.5	DETAILS
A8.6	DETAILS
A8.7	DETAILS
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A9.2	DETAILS
A9.3	DETAILS
A9.4	DETAILS

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S0.3	SPECIAL INSPECTION
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S1.2	PARTIAL FOUNDATION PLAN - AREA B
S1.3	PARTIAL FOUNDATION PLAN - AREA C
S1.4	PARTIAL FOUNDATION PLAN - AREA D
S1.5	PARTIAL FOUNDATION PLAN - AREA E
S1.6	PARTIAL FOUNDATION PLAN - AREA F
S1.7	PARTIAL FOUNDATION PLAN - AREA G
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S1.9	OVERALL SLAB PLAN
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S2.3	PARTIAL ROOF FRAMING PLAN - AREA C
S2.4	PARTIAL ROOF FRAMING PLAN - AREA D
S2.5	PARTIAL ROOF FRAMING PLAN - AREA E
S2.6	PARTIAL ROOF FRAMING PLAN - AREA F
S2.7	PARTIAL ROOF FRAMING PLAN - AREA G
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S2.10	GIRT ELEVATION
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S2.12	BRACE FRAME ELEVATIONS AND DETAILS
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S3.2	ROOF DECK ATTACHMENT PLAN
S4.1	TYPICAL FOUNDATION DETAIL
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S7.4	PANEL ELEVATIONS
S7.5	PANEL ELEVATIONS
S7.6	PANEL ELEVATIONS
S7.7	PANEL ELEVATIONS
S8.1	PANEL REINFORCING
S8.2	PANEL REINFORCING

**KeHE FOOD DISTRIBUTORS, DALLAS, TX**  
**ADDENDUM 1 DRAWINGS ISSUED BY WARE MALCOMB, DATED 12/07/2021**

## PLUMBING

P1.0	PARTIAL PLUMBING PLAN - AREA A
P1.1	PARTIAL PLUMBING PLAN - AREA B
P1.2	PARTIAL PLUMBING PLAN - AREA C
P1.10	PLUMBING OVERALL PLAN - 1ST FLOOR
P1.12	FIRST FLOOR PLUMBING PARTIAL PLAN - AREA B
P1.13	FIRST FLOOR PLUMBING PARTIAL PLAN - AREA C
P1.14	FIRST FLOOR PLUMBING PARTIAL PLAN - AREA D
P1.15	FIRST FLOOR PLUMBING PARTIAL PLAN - AREA E
P1.20	SECOND FLOOR OVERALL PLUMBING PLAN
P1.30	PLUMBING ROOF OVERALL PLAN
P1.32	PLUMBING ROOF PARTIAL PLAN - AREA B
P1.33	PLUMBING ROOF PARTIAL PLAN - AREA C
P1.34	PLUMBING ROOF PARTIAL PLAN - AREA D
P1.35	PLUMBING ROOF PARTIAL PLAN - AREA E
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P2.1	PLUMBING ENLARGEMENTS
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M1.10	FIRST FLOOR MECHANICAL OVERALL PLAN
M1.11	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA A
M1.12	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA B
M1.13	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA C
M1.14	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA D
M1.15	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA E
M1.16	FIRST FLOOR MECHANICAL PARTIAL PLAN - AREA F
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M1.30	MECHANICAL ROOF OVERALL PLAN
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M1.33	MECHANICAL ROOF PARTIAL PLAN - AREA C
M1.34	MECHANICAL ROOF PARTIAL PLAN - AREA D
M1.35	MECHANICAL ROOF PARTIAL PLAN - AREA E
M1.36	MECHANICAL ROOF PARTIAL PLAN - AREA F
M2.0	MECHANICAL ENLARGED AREAS
M2.1	MECHANICAL ENLARGED AREAS
M4.0	MECHANICAL DETAILS
M5.0	MECHANICAL NOTES & LEGENDS
M5.1	MECHANICAL SCHEDULES
M5.2	MECHANICAL SCHEDULES

## ELECTRICAL

E0.0	SITE PLAN
E0.1	PHOTOMETRICS
E1.11	FIRST FLOOR LIGHTING PARTIAL PLAN AREA A
E1.12	FIRST FLOOR LIGHTING PARTIAL PLAN AREA B
E1.13	FIRST FLOOR LIGHTING PARTIAL PLAN AREA C
E1.14	FIRST FLOOR LIGHTING PARTIAL PLAN AREA D
E1.15	FIRST FLOOR LIGHTING PARTIAL PLAN AREA E
E1.16	FIRST FLOOR LIGHTING PARTIAL PLAN AREA F
E1.17	ENLARGED LIGHTING PLANS
E2.11	FIRST FLOOR POWER PARTIAL PLAN AREA A
E2.12	FIRST FLOOR POWER PARTIAL PLAN AREA B
E2.13	FIRST FLOOR POWER PARTIAL PLAN AREA C
E2.14	FIRST FLOOR POWER PARTIAL PLAN AREA D
E2.15	FIRST FLOOR POWER PARTIAL PLAN AREA E
E2.16	FIRST FLOOR POWER PARTIAL PLAN AREA F
E2.17	ENLARGED POWER PLANS
E4.0	ELECTRICAL DETAILS
E4.1	CONTACTOR SCHEDULE
E5.0	ELECTRICAL SCHEDULES
E5.1	ELECTRICAL SCHEDULES
E5.2	ELECTRICAL SCHEDULES
E5.3	ELECTRICAL SCHEDULES
E5.4	ELECTRICAL SCHEDULES
E5.5	ELECTRICAL SCHEDULES
E5.6	ELECTRICAL SCHEDULES
E5.7	ELECTRICAL SCHEDULES
E5.8	ELECTRICAL SCHEDULES
E5.9	ELECTRICAL SCHEDULES
E6.0	ELECTRICAL ONE LINE DIAGRAM
E6.1	ELECTRICAL ONE LINE DIAGRAM
E6.2	ELECTRICAL ONE LINE DIAGRAM
E6.3	ELECTRICAL ONE LINE DIAGRAM

## EXHIBIT B

### CHANGE ORDERS

ISSUED OWNER CO	SUBMITTED REQUEST	DESCRIPTION
<b>GENERAL CONTRACTOR</b>		
		Original contract written to include Refrigeration deposit, GC pre-con review, and fees.
OCO#001	COR #1	Added Contractor Budgets to original contract for Site Utilities, balance of Refrigeration, and some General Conditions/Bonds costs
OCO#002	COR #2	Added GC budget numbers to match the amounts shown in the Lease.
OCO#003	COR #3	Adjusted contract amount from the Lease terms to the actual hard bid budget from Evans.
OCO#004	COR #4	Additional concrete crew for one month to accelerate schedule.
OCO#004	COR #4	Changes to public water line required by City of Dallas (valves and configuration).
OCO#005	COR #5	Weather Days added to Project Schedule. No cost impact.
OCO#005	COR #6	Additional manhole and 12" HDPE Storm Line revisions per City review requirements.
OCO#005	COR #7	Adding nightly/weekend Site Security budget due to frequent break-ins and theft
	COR #9	NOT USED
OCO#006	COR #10	Structural Steel - downtime costs for delayed steel pkg shipments
OCO#006	COR #10	Structural Steel - Overtime labor costs
OCO#006	COR #10	Structural Steel - plan changes material and labor
OCO#006	COR #11	Pier depth reconciliation
OCO#006	COR #12	Electrical design changes and relocation of RTU to move Bulk Room
OCO#007	COR #8	Tenant job trailer lease for meetings/conferences until end of January
OCO#007	COR #13	Roof screens on 9 RTUs per City requirement (#1-6, #41-43)
OCO#007	COR #14	Irrigation design and install - City rejected xeriscape plan for LEED consideration
OCO#007	COR #15	Roof joist engineering modifications for conveyor system loads
OCO#007	COR #15	Change roofing vendor from Johns Manville to Firestone to meet schedule (JM reported delays into October/November and Firestone could meet our needs)
	COR #16	REJECTED - Modular Block Retaining Wall
	COR #17	NOT USED - placeholder for North wall articulation required by City-moved to COR#32
OCO#008	COR #18	Roof to Roof expansion joints
OCO#008	COR #19	Upgrade Electrical Systems for added/relocated equipment & power needs
OCO#008	COR #20	Accelerate delivery of underslab insulation to avoid a second cost increase deadline
OCO#008	COR #20	Added cost for changing 12 IMP panels to Tundra Gray instead of white/deduct door count
OCO#008	COR #21	Folding Partition structural steel support

OCO#008	COR #22	add 2 retaining walls in north truck court east and west sides not defined in original plans
OCO#009	COR #23	Site Security for duration of project (into March 2022)
OCO#009	COR #24	Roof Joist reinforcement for conveyor systems loads
OCO#009	COR #25	Patio canopies increase in size from original budget
OCO#009	COR #26	Interior fencing - Maintenance Area and Trucker's Cage
OCO#009	COR #27	Change size of high-speed doors and related goal posts.
OCO#009	COR #28	Mandated Roofing/Insulation Cost increase
OCO#009	COR #29	KeHE changed type of refrigerant for LEED.
OCO#009	COR #30	Gas line feed - engineering and installation costs. Atmos Gas cost proposal was too high.
OCO#009	COR #31	Additional joist reinforcement for new conveyor at Columns 15-17/M-N-- ENGINEERING COSTS
OCO#009	COR #32	North wall articulation required by City
OCO#010	COR#34	Cost Savings for Refrigerant
OCO#011	COR#35	Install costs for COR#31 design for added conveyor line structural support
OCO#011	COR#36R1	electrical gear and distribution for 5th transformer incl credit for COR#19 issued in OCO#008
OCO#011	COR#37	Roofing changes (gutter/downspout) to north articulation
OCO#011	COR#37	Addm 1 Office Area changes adding soffit/gyp clg/blocking for TVs
OCO#011	COR#37	Addm 1 revise wing walls at RRs to block sight lines
OCO#011	COR#37	pre-Addm 1 changes to Office Area walls and added blocking
OCO#011	COR#37	Canopy sprinklers
OCO#011	COR#37	remove Door #122 and replace with glass section
OCO#011	COR#37	Addm 1 changes to all storefront hardware
OCO#011	COR#37	Addm 1 change Door 119 to freezer door
OCO#011	COR#37	Structural steel mods to conveyor stanchions as required by Vendor
OCO#011	COR#37	add dock embeds for the compactor relocation
OCO#011	COR#37	modify 14 exterior stairwells to allow for thermal break not provided in previous Struct set
OCO#011	COR#37	delete SW patio fencing
OCO#011	COR#37	changes to security lift gate arms, gate operations, and gate supports
OCO#011	COR#37	revised LF of perimeter fencing/gates
OCO#011	COR#37	add interior fencing at Elec Rm 121 to remove required spinklers and freezer door
OCO#011	COR#38	Infrastructure for 5th transformer
OCO#011	COR#39	Reefer plugs relocation
OCO#011	COR#40	Tenant job trailer - January through May
OCO#011	COR#40	Tilt wall crack repair from wind event
OCO#011	COR#40	Exterior striping
OCO#011	COR#40	Additional Roof penetrations for various piping not on bid plans
OCO#011	COR#40	Added freezer door #120 (misabeled as #124 in description)
OCO#011	COR#40	Masonry Addendum 1 Changes
OCO#011	COR#41	MEP design added full condensate line system for RTUs not in previous plans
OCO#011	COR#41	Additional pipe bollards
OCO#011	COR#41	Mech contractor redesigned smoke exhaust system at cold dock. MEP design did not work.

OCO#011	COR#41	Addm 1 labor for storefront hardware to remove doors
	COR#42	NOT APPROVED-Guardrails
OCO#011	COR#43	Adjust Fire Riser Room layouts in Cold Docks per Fire Marshal
OCO#011	COR#44	Site Security for April 2022
OCO#012	COR#45	Alternate power for Panels 6 & 7
pending	COR#46	Interior fencing - Maintenance Area
pending	pending	Mag Locks/Card Reader set up
pending	pending	Add'l General Conditions to Evans for force majeure project delay-5 months
pending	pending	Add'l General Requirements to Evans for force majeure project delay-5 months

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#### **ARCHITECT**

OCO#001	design of HVAC in Dry Storage Warehouse
OCO#002	combining Shell/TI sets - ADA Review - LEED Commissioning
OCO#003	Ice Cream Room mods
OCO#004	relocate Bulk Room
OCO#005	exterior Branding and Signage services
OCO#006	locker room revision
OCO#007	final Bulk Room relocation adjustments and coordination
OCO#008	Electrical/Conveyor/design changes

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#### **SITework CONTRACTOR**

OCO#005	adding lime to paving areas. Soil not stable enough per City for paving.
OCO#006	Expedited site remobilization/finish grading work at truck courts and added lime in remaining paving area

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#### **CONSTRUCTION MATERIALS TESTING**

OCO#003	additional Structural Steel inspections on added work in conveyor areas
pending	additional Structural Steel inspections on added work in conveyor areas

## **EXHIBIT C**

### **RULES AND REGULATIONS**

These Rules and Regulations have been adopted by Landlord in order to insure the safety, care and cleanliness of the Project and the preservation of order therein.

1. The sidewalks, entrances, passages, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress with the exception controlled entrances and security fencing as depicted on the Site Plan.

2. No awnings or other projections shall be attached to the outside walls of any Building.

3. The wash room partitions, mirrors, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances, including Hazardous Substances shall be thrown therein.

4. No tenant shall cause or permit any objectionable or offensive odors to be emitted from any Building. Smoking is prohibited within the Building and in outdoor areas located within twenty-five (25) feet of entry-ways, outdoor intakes and operable windows.

5. No Building, or any portion thereof, shall be used for (i) an auction, "fire sale", "liquidation sale", "going out of business sale" or any similar such sale or activity, (ii) lodging or sleeping, or (iii) any immoral or illegal purposes.

6. No tenant of any Building shall make, or permit to be made any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with tenants of neighboring buildings or those having business with them.

7. Each tenant must, upon the termination of this tenancy, restore to the Landlord all keys of stores, offices, and rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such change.

8. If any tenant shall employ one or more persons to do janitorial or other similar work in its demised premises, that tenant shall, while such persons are in the Building and outside the Demised Premises, follow such directions as the manager of the Building may prescribe with respect to the control of such persons, and such tenant shall be responsible for all acts of such persons.

9. Canvassing, soliciting and peddling in the Project are prohibited and each tenant shall cooperate to prevent such activity.

10. Landlord will direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to any portion of any building within the Project shall be subject to the approval of Landlord.

11. Parking spaces associated with the Building are intended for the exclusive use of passenger automobiles except as otherwise provided for Tenant's trucks and tractor trailers. Except for intermittent deliveries, no vehicles other than passenger automobiles may be parked in a parking space (other than spaces expressly designated for truck and/or tractor trailer parking) without the express written permission of Landlord. Trucks and tractor trailers may be parked only in truck dock positions and in other paved areas adjoining the Building expressly designated for such purpose. Trailers may be parked only in paved areas adjoining the Building expressly designated for such purpose by Landlord. Neither trucks nor trailers may be parked or staged in (i) areas adjacent to truck docks, serving any portion of the Building, which are intended by Landlord for truck maneuvering or (ii) any driveway, drive aisle or other paved area which provides ingress or egress for cars or trucks to or from any portion of the Building or any street adjoining the Building.

12. No tenant shall use any area of the Project for storage purposes other than the interior of its Demised Premises.

**EXHIBIT D**  
**[RESERVED]**

## EXHIBIT E

### SPECIAL STIPULATIONS

The Special Stipulations set forth herein are hereby incorporated into the body of the lease to which these Special Stipulations are attached (the "Lease"), and to the extent of any conflict between these Special Stipulations and the preceding language, these Special Stipulations shall govern and control.

1. Option to Extend Term.

(a) Landlord hereby grants to Tenant three (3) successive options to extend the Primary Term for a period of five (5) years each, such options to be exercised by Tenant giving written notice of its exercise to Landlord in the manner provided in this Lease at least two hundred seventy (270) days prior to (but not more than three hundred sixty-five (365) days prior to) the expiration of the Term, as it may have been previously extended. No extension option may be exercised by Tenant if an Event of Default has occurred is then continuing, and/or (b) Tenant has sublet the Demised Premises or assigned any of Tenant's interest in this Lease, excepting any Related Assignment.

(b) If Tenant exercises its first (1<sup>st</sup>) option to extend the Primary Term, Base Rent for the Demised Premises for the first (1<sup>st</sup>) five (5) year option period shall be at the rate specified below:

Lease Month	Monthly Base Rent Installment	Annual Base Rent
1 - 12	\$671,736.87	\$8,060,842.49
13 - 24	\$686,850.95	\$8,242,211.45
25 - 36	\$702,305.10	\$8,427,661.21
37 - 48	\$718,106.97	\$8,617,283.58
49 - 60	\$734,264.37	\$8,811,172.46

If Tenant exercises its second (2<sup>nd</sup>) option to extend the Primary Term, Base Rent for the Demised Premises for the second (2<sup>nd</sup>) five (5) year option period shall be at the rate specified below:

Lease Month	Monthly Base Rent Installment	Annual Base Rent
1 - 12	\$750,785.32	\$9,009,423.84
13 - 24	\$767,677.99	\$9,212,135.88

25 - 36	\$784,950.74	\$9,419,408.94
37 - 48	\$802,612.14	\$9,631,345.64
49 - 60	\$820,670.91	\$9,848,050.92

If Tenant exercises its third (3rd) option to extend the Primary Term, Base Rent for the Demised Premises for the third (3<sup>rd</sup>) five (5) year option period shall be at the Prevailing Market Rate determined as hereinafter provided. Landlord shall, within thirty (30) days after the receipt of Tenant's notice of exercise of its third (3<sup>rd</sup>) option, notify Tenant in writing of Landlord's reasonable determination of the Prevailing Market Rate for the Demised Premises for the applicable five (5) year option period, which amount shall be based on the fair market value of similar buildings within the Market Area (as hereinafter defined). Landlord's determination shall be the Base Rent for the third (3<sup>rd</sup>) five (5) year option period unless Tenant gives notice that Tenant disagrees with such determination. Tenant shall have thirty (30) days from its receipt of Landlord's notice to notify Landlord in writing that Tenant does not agree with Landlord's determination of the Base Rent and that Tenant elects to determine the Prevailing Market Rate (as defined and calculated below). If Tenant does not notify Landlord of such election within thirty (30) days of its receipt of Landlord's notice, Base Rent for the Demised Premises for the applicable extended term shall be the Base Rent set forth in Landlord's notice to Tenant. The phrase "Prevailing Market Rate" shall mean the then prevailing market rate for base minimum rental calculated on a per square foot basis for leases covering buildings comparable to the Building (as adjusted for any variances between such buildings and the Building) located in the area of Dallas-Fort Worth Metroplex submarket (hereinafter referred to as the "Market Area"). The determination of the Prevailing Market Rate shall take into account any material economic differences between the terms of this Lease and any comparison transactions, including, but not limited to, the differences, if any, between new leases and lease renewals/extensions, landlord improvements, free rent periods, rent abatements, construction costs and other inducements and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. The Prevailing Market Rate shall be determined by an appraisal procedure as follows:

In the event that Tenant notifies Landlord that Tenant disagrees with Landlord's determination of the market rate and that Tenant elects to determine the Prevailing Market Rate, then Tenant shall specify, in such notice to Landlord, Tenant's selection of a real estate appraiser who shall act on Tenant's behalf in determining the Prevailing Market Rate. Within twenty (20) days after Landlord's receipt of Tenant's selection of a real estate appraiser, Landlord, by written notice to Tenant, shall designate a real estate appraiser, who shall act on Landlord's behalf in the determination of the Prevailing Market Rate. Within twenty (20) days of the selection of Landlord's appraiser, the two (2) appraisers shall render a joint written determination of the Prevailing Market Rate, which determination shall take into consideration any material economic differences between the terms of this Lease and any comparison transactions, including, but not limited to, the differences, if any, between new leases and lease renewals/extensions, landlord improvements, free rent periods, rent abatements, construction costs and other inducements and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. If the two (2) appraisers are unable to agree upon a joint written

determination within said twenty (20) day period, the two appraisers shall select a third appraiser within such twenty (20) day period. Within twenty (20) days after the appointment of the third appraiser, the third appraiser shall render a written determination of the Prevailing Market Rate by selecting, without change, the determination of one (1) of the original appraisers as to the Prevailing Market Rate and such determination shall be final, conclusive and binding. All appraisers selected in accordance with this subparagraph shall have at least ten (10) years prior experience in the commercial leasing market of the Market Area and shall be members of the American Institute of Real Estate Appraisers or similar professional organization. If either Landlord or Tenant fails or refuses to select an appraiser, the other appraiser shall alone determine the Prevailing Market Rate. Landlord and Tenant agree that they shall be bound by the determination of Prevailing Market Rate pursuant to this paragraph. Landlord shall bear the fee and expenses of its appraiser; Tenant shall bear the fee and expenses of its appraiser; and Landlord and Tenant shall share equally the fee and expenses of the third appraiser, if any.

(c) Except for the Base Rent, which shall be determined as set forth in subparagraph (b) above, leasing of the Demised Premises by Tenant for the applicable extended term shall be subject to all of the same terms and conditions set forth in this Lease, including Tenant's obligation to pay Tenant's pro rata share of Operating Expenses as provided in this Lease; provided, however, that any improvement allowances, or rent abatements in the nature of an economic concession applicable to the Demised Premises during the Primary Term shall not be applicable during any such extended term, nor shall Tenant have any additional extension options unless expressly provided for in this Lease. Landlord and Tenant shall enter into an amendment to this Lease to evidence Tenant's exercise of its renewal option. If this Lease is guaranteed, it shall be a condition of Landlord's granting the renewal that Tenant deliver to Landlord a reaffirmation of the guaranty in which the guarantor acknowledges Tenant's exercise of its renewal option and reaffirms that the guaranty is in full force and effect and applies to said renewal.

2. Tenant's Early Occupancy. If and to the extent permitted by applicable laws, rules and ordinances, Tenant shall have the right to enter the Demised Premises for the ninety (90) days prior to the Lease Commencement Date (as such date may be extended by an Force Majeure Delay or a Tenant Delay) in order to install Tenant's equipment, racking, conveyors, furniture systems, cabling and technology and otherwise prepare the Demised Premises for occupancy provided that during said period: (i) Tenant shall comply with all terms and conditions of this Lease, other than the obligation to pay Base Rent, Operating Expenses, Additional Rent, charges for utilities and/or other charges hereunder, and (ii) Tenant shall not interfere with Landlord's completion of the Demised Premises and agrees to coordinate with Landlord and Landlord's contractor so as not to interfere with or disrupt Landlord's Work. Tenant shall provide evidence to Landlord that all of the insurance required to be carried by Tenant pursuant to Section 8 of the Lease is in full force and effect prior to any occupancy of the Demised Premises pursuant to the terms of this paragraph. Notwithstanding anything to the contrary contained herein, Tenant does hereby expressly acknowledge and agree that the storage and installation of fixtures and personal property (including equipment) in the Demised Premises shall be at Tenant's sole risk, cost and expense, and that Landlord shall not be liable for and Tenant hereby releases Landlord from any and all liability for theft thereof or any damage thereto occasioned by any act of God or by any

acts, omissions or negligence of any persons. Tenant does hereby further agree to indemnify, defend (with counsel reasonably acceptable to Landlord), and hold harmless Landlord and its employees, officers, members, managers, directors, agents and contractors from and against any and all claims, liabilities, losses, actions, causes of action, demands, costs and expenses (including, without limitation, attorneys' fees at the trial and appellate levels) of any and every nature arising out of or in any way relating to Tenant's storage and installation of said fixtures and personal property as provided herein.

3. [Reserved].

4. Tax Incentive Program. Landlord and Tenant shall cooperate to attempt to reduce the real estate taxes and other impositions for the Demised Premises by participating in the property tax reduction program ("Tax Incentive Program") available through the City of Dallas, Texas as outlined in that certain Offer Letter dated May 8, 2020 from the City of Dallas, Texas Office of Economic Development. In connection therewith, Landlord, Tenant and the City of Dallas, Texas executed that certain Real Property Tax Abatement Agreement which agreement is deemed effective as of August 12, 2020 by its terms. In the event the City of Dallas elects not to include the Demised Premises in the Tax Incentive Program or if Landlord and Tenant are otherwise unable to qualify the Demised Premises for participation in the Tax Incentive Program, Tenant shall remain fully obligated to pay all taxes on the Demised Premises in accordance with the terms and provisions of the Lease, without any change or reduction in such obligations, and Tenant's rights and obligations under the Lease with respect to the payment of such taxes shall not be affected in any way whatsoever. In the event that Landlord and Tenant are successful in their attempt to include the Premises in the Tax Incentive Program, Landlord and Tenant agree to timely complete and deliver to the City such forms and reports that are set out in the Abatement Agreement for which they are responsible and Landlord shall pass through to Tenant all property tax reductions or abatements applicable to the Demised Premises as a result of the participation of the Demised Premises in the Tax Incentive Program. Landlord and Tenant further acknowledge and agree that Tenant shall, upon request of Landlord, at any time or times, deliver to Landlord any information or documentation that may be necessary or required in connection with participation in the Tax Incentive Program, including, without limitation, in connection with Landlord's timely completion and delivery of any required forms or reports to the City. Landlord and Tenant agree to comply with their respective obligations under the terms and conditions of the Abatement Agreement and any documents to be executed by the Landlord and/or Tenant in connection with the Tax Incentive Program (collectively, the "TIP Documents") relating to the use, operation, condition, maintenance and modification of the Demised Premises and the granting of certain inspection rights to the City of Dallas with respect thereto.

Landlord and Tenant acknowledge that the Abatement Agreement requires that prior to any sale of the Demised Premises (and assignment of the Abatement Agreement in connection therewith) by Landlord to a third party, Landlord shall obtain the "Director's" prior consent and that failure to obtain such consent is a default under the Abatement Agreement. Landlord agrees to use good faith efforts to obtain the consent from the Director to a buyer of the Demised Premises and related assignment in accordance with the Abatement Agreement. Notwithstanding anything contained in the TIP Documents and this Lease to the contrary, if Landlord's sale of the Demised

Premises and related assignment of the Abatement Agreement (a "Landlord Transfer") triggers any so-called recapture or claw-back rights in favor the City of Dallas or otherwise results in the City of Dallas terminating the TIP Documents (and the subsequent loss of any tax abatement benefits thereunder), Tenant acknowledges and agrees that: (i) such Landlord Transfer shall not constitute a breach or default by Landlord under the Lease, (ii) Tenant shall indemnify, defend and hold Landlord harmless against any claims by the City of Dallas against Landlord for amounts owing under the TIP Documents as a result of the Landlord Transfer (which indemnification, defense and hold harmless obligations shall survive the expiration or earlier termination of the Lease); and (iii) following any such Landlord Transfer, Tenant shall remain fully obligated to pay all taxes on the Demises Premises, including, without limitation, all taxes payable without any change or reduction in such obligations in the event the TIP Documents are terminated as a result of any such Landlord Transfer. Further, in the event the TIP Documents provide that Landlord shall remain liable to the City of Dallas for recapture or claw-back amounts or indemnification obligations first arising or accruing after a Landlord Transfer, then except for obligations relating to Owner's failure to complete the Improvements as provided in the Abatement Agreement, or (b) Developer's failure to complete the Investment Requirement as provided in the Abatement Agreement (of which Landlord's Investment Requirement is \$76 Million Dollars), Tenant acknowledges and agrees that Tenant shall indemnify, defend, and hold Landlord harmless against any claims by the City of Dallas against Landlord for any such amounts or obligations under the TIP Documents that relate to matters first arising or accruing after a Landlord Transfer without obtaining the Director's consent in accordance with the Abatement Agreement (which indemnification and hold harmless obligations shall survive the expiration or earlier termination of the Lease). Notwithstanding the foregoing, if the claw-back or recapture arises from or in relation to any act or omission of the party succeeding to Landlord's successor in interest from the sale of the Property to such party, then such party shall be liable to Tenant for contribution.

Tenant shall pay (or reimburse Landlord for as Additional Rent) Landlord's actual out of pocket expenses related to pursuit of the Tax Incentive Program, including, but not limited to, attorneys' fees incurred by Landlord, not to exceed Five Thousand Dollars (\$5,000.00) and any other claims, refunds, or expenses arising out of Tenant's failure to timely comply with all of the terms and conditions of the Tax Incentive Program and the provisions of the Lease related thereto. In addition, notwithstanding anything in the Lease to the contrary, the benefit of any other entitlements or incentives applicable to the Demised Premises shall be passed through to Tenant, including but not limited to any redevelopment agreement reimbursements, and, further, Tenant must approve in writing any special taxing, levy, redevelopment or overlay districts, development or redevelopment plans or agreements or any other public-private partnership or quasi-public agreements applicable to the Project which would result in payments in lieu of taxes, reimbursements for development costs special taxes, levies or assessments applicable to the Demised Premises.

5. Exclusive Expansion Option. Provided no uncured Event of Default exists at the time Tenant exercises the Expansion Option (as hereinafter defined), Landlord hereby grants to Tenant the one-time right and option to expand the Building (and to extend the Term, where applicable) upon and subject to the following terms and conditions.

(a) At any time on or before twenty-four (24) months prior to the expiration of the Primary Term, Tenant shall have the right and option (the "Expansion Option") to expand the Building by notifying Landlord, in writing (the "Option Notice"), that Tenant elects to have Landlord construct the Expansion Improvements (as defined in subparagraph (b) below) on the Land in accordance with all the provisions of this Special Stipulation No. 4. If Tenant fails to give the Option Notice on or before twenty-four (24) months prior to the expiration of the Primary Term, the Expansion Option shall lapse unexercised and shall be of no further force or effect.

The Option Notice shall contain a copy of Tenant's audited financial statements for Tenant's fiscal year most recently ended prior to the date of the Option Notice ("Tenant's Financials"). Tenant shall not be entitled to exercise the Expansion Option if Tenant's Chief Financial Officer is unable to certify in writing to Landlord that Tenant is then in compliance with all of Tenant's debt covenants contained in Tenant's financing agreements.

The Option Notice shall also contain the number of square feet of warehouse (the "Expansion Improvements") by which Tenant desires to expand the Building. In no event shall the Expansion Improvements be less than 100,000 square feet. The parties acknowledge that Landlord's obligation to construct the Expansion Improvements shall be contingent upon Landlord obtaining all necessary approvals and/or variances from the appropriate zoning and other governmental agencies.

(b) If Tenant properly exercises the Expansion Option, then as soon as reasonably possible after receipt of the Option Notice, Landlord shall, as part of the Expansion Construction Costs (as hereinafter defined), (i) first obtain all necessary approvals/variances for the proposed Expansion Improvements if Tenant's proposed square footage exceeds the maximum required by local building or zoning codes and (ii) then cause a licensed architect selected by Landlord (and reasonably acceptable to Tenant) to prepare complete and final construction drawings and specifications including, without limitation, site plans, civil engineering plans, floor plans, elevation plans, plumbing, electrical and mechanical plans and detailed specifications (collectively "Expansion Plans") for the construction of the Expansion Improvements to be located on the south side of the Building and on the Land. Landlord will be responsible only for the construction of the same level of improvements that Landlord constructed, at its expense, with respect to the original Building (for example, if Landlord did not install the racking system for the original Building, at its expense, Landlord would not be responsible for installing the racking system for the Expansion Improvements). Landlord and Tenant agree that the Expansion Improvements shall be consistent with and as nearly identical as practicable in style, appearance, materials and quality to the Building; without limiting the foregoing, the Expansion Improvements will have the same bay size, building depth and clear height (subject to applicable zoning, permitting or other applicable laws, rules and regulations) as the Building. Upon completion of the Expansion Plans, Landlord shall deliver the Expansion Plans and a budget for the construction of the Expansion Improvements (the "Budget") to Tenant for approval or disapproval within twenty (20) business days, stating with specificity the reasons for any disapproval. If Tenant fails to notify Landlord of its disapproval of the Expansion Plans or the

Budget (as hereinafter defined) within such twenty (20) business day period Tenant shall be deemed to have disapproved the Expansion Plans and the Budget. Any delay caused to Landlord in the Substantial Completion of the Expansion Improvements by Tenant's request for change orders to the Expansion Plans shall be Tenant's responsibility and the date on which Substantial Completion is deemed to occur shall be accelerated on a day for day basis for each day of delay which is Tenant's responsibility. In the event that Tenant disapproves the Budget and Landlord and Tenant are unable to agree on the Budget within thirty (30) calendar days after Tenant's disapproval, then Tenant shall have the option to withdraw its exercise of the Expansion Option; provided, however, that Tenant shall be obligated to reimburse Landlord for Landlord's reasonable out-of-pocket expenses in connection with the preparation of the Expansion Plans and the Budget.

(c) The Expansion Improvements shall be constructed by Landlord using a reputable, experienced general contractor reasonably acceptable to Tenant. Landlord will either (i) solicit and obtain competitive bids from at least two (2) reputable, experienced general contractors and Landlord shall select the low bidder as the general contractor, or (ii) Landlord shall select the general contractor (whose fee for both overhead and profit shall be based on a competitive fee then prevailing in the Dallas, Texas market area) and shall require the general contractor to obtain competitive bids from at least two (2) contractors in each major trade and shall require the general contractor to select the low bid, in each case, as the party to be awarded the applicable subcontract. The Expansion Improvements shall be constructed in a good, workmanlike manner, in accordance with all applicable laws, rules, regulations, protective covenants affecting the Demised Premises and in accordance with the Expansion Plans. Landlord shall cause the Expansion Improvements to be constructed to the same quality and as nearly identical as practicable to the Building. Upon approval of the Expansion Plans, Landlord shall promptly commence construction of the Expansion Improvements and shall cause the Expansion Improvements to be completed with reasonable promptness subject to Tenant Delay and Force Majeure Delay.

(d) Upon the Expansion Completion Date (as that term is hereinafter defined), the Expansion Improvements shall become part of the Demised Premises and the Expansion Improvements shall automatically be governed by all the terms and provisions of this Lease, and shall be deemed to be included in the definition of "Demised Premises" for all purposes, except that the Annual Base Rent for the Lease Year in which the Expansion Completion Date occurs shall increase by the amount of the Expansion Rent (as that term is defined in subparagraph (e) below) and shall thereafter increase in the manner provided in subparagraph (e) below. The Expansion Rent shall commence to accrue on the date on which the Expansion Improvements are substantially completed (determined in the same manner used to determine Substantial Completion for the original Demised Premises (the "Expansion Completion Date")). If the Expansion Rent commences to accrue on a day other than the first day of a Lease Year, the Expansion Rent for the Lease Year in which the Expansion Completion Date occurs shall be prorated over the then unexpired portion of that Lease Year.

(e) If Tenant exercises the Expansion Option, the Primary Term of the Lease shall be automatically extended pursuant to the provisions of subparagraph (f) below so that the

Expiration Date occurs on the later of the end of the Primary Term or the date immediately prior to the fifteenth (15<sup>th</sup>) anniversary of the Expansion Completion Date and the Expansion Rent shall be calculated as of the Expansion Completion Date as set forth in items (i) and (ii) below. The term "Expansion Construction Costs," as used herein, shall mean the total costs, both hard costs and soft costs, incurred by Landlord to design, build, obtain governmental approval of and lease the Expansion Improvements to Tenant as set forth in the Budget. The Expansion Construction Costs shall include, without limitation, the following: (1) costs of preparing and obtaining governmental approval and architectural review committee approval of the Expansion Plans; (2) all hard and soft construction costs for the Expansion Improvements (which the parties hereby agree shall include a fee of three percent (3%) of all of the other Expansion Construction Costs [both hard and soft costs] paid to Landlord as a development fee and to cover overhead in connection with the construction of the Expansion Improvements, but Landlord shall not be entitled to any other fee or overhead charge); (3) all costs to obtain and supply materials; (4) all labor costs; (5) all utilities costs necessary to construct the Expansion Improvements; (6) legal fees; (7) engineering, materials testing and other similar consulting and review costs; (8) architectural fees; (9) builder's risk insurance; (10) leasing commissions; (11) loan fees, if any; and (12) any costs made necessary by new laws, rules, regulations or requirements of applicable governmental authorities which have been enacted after the Lease Date. Notwithstanding anything contained herein to the contrary, Expansion Construction Costs shall not include the value of the Land on which the Expansion Improvements are constructed. The Expansion Rent shall be determined as follows:

(i) Commencing on the Expansion Completion Date and continuing until the day immediately prior to the second (2<sup>nd</sup>) anniversary of the Expansion Completion Date an amount per annum (the "Initial Expansion Rent") equal to the Expansion Construction Costs multiplied by (1) a percentage equal to seventy percent (70%) of any increase or decrease in the yield between the Lease Commencement Date and the Expansion Completion Date on the ten (10) year U.S. Treasury Bond having the most recent issue dates prior to the Lease Commencement Date and the Expansion Completion Date, as applicable (as published in Federal Reserve Statistical Release H.15(519) or if no Federal Reserve Statistical Release H.15(519) is issued for that week, then such yield maintenance shall be determined based upon the rate set forth in the Wall Street Journal on that date) plus (2) six percent (6%). The Initial Expansion Rent shall be payable in equal monthly installments of one-twelfth (1/12<sup>th</sup>) of the Initial Expansion Rent; and

(ii) Commencing on the second (2<sup>nd</sup>) anniversary of the Expansion Completion Date and on each anniversary thereafter until the expiration of the Term (including the Extension Term described in subparagraph (f) below), the Expansion Rent shall be subject to annual two and one-quarter percent (2.25%) increases, calculated by multiplying the Expansion Rent for the immediately preceding twelve (12) month period by 1.0225.

(f) If necessary, the Term shall be extended automatically for the necessary period of time so that this Lease will expire on the later of the end of the Primary Term or the day immediately prior to the fifteenth (15<sup>th</sup>) anniversary of the Expansion Completion Date. The period of time, if any, between the originally scheduled expiration date of this Lease prior to the exercise of the Expansion Option and the end of such extended period, if required, is referred to

in this Lease as the "Extension Term". The Extension Term shall be governed by all the terms and provisions of this Lease, with the exception that, for the period between the end of the Primary Term, i.e., the end of the fifteenth (15<sup>th</sup>) Lease Year, and the end of the Extension Term, the portion of Annual Base Rent allocable to the original Demised Premises (which is in addition to the Expansion Rent) shall continue to increase each Lease Year by two and one-quarter percent (2.25%) over the amount of Annual Base Rent payable by Tenant for the original Demised Premises for the immediately preceding twelve (12) month period.

(g) The Expansion Rent shall be payable by Tenant at the same times, places and manner and subject to all the terms and conditions applicable to the payment of Annual Base Rent.

(h) If Tenant exercises the Expansion Option as provided herein, then promptly following the Expansion Completion Date Landlord and Tenant shall enter into an amendment to this Lease to memorialize the incorporation of the Expansion Improvements in the Demised Premises, the Expansion Rent, the length of the Extension Term (if applicable), the modification of the Annual Base Rent for the Demised Premises and all other relevant amendments, including, without limitation, re-setting the Cap on Controllable Expenses to be effective beginning after the second (2<sup>nd</sup>) full calendar year during the Extension Term; provided, however, the failure of the parties to enter into such amendment shall not effect the validity of the inclusion of the Expansion Improvements in the Demised Premises pursuant to the terms hereof.

(j) This Expansion Option is personal to KeHE Distributors, LLC and shall become null and void upon the occurrence of an assignment of Tenant's interest in the Lease or a sublet of all or a part of the Demised Premises, excepting any Related Assignments.

(k) This Expansion Option is shall become null and void upon Tenant exercising its Termination Option (as hereinafter defined) pursuant to the terms of Special Stipulation No. 8, below.

## 6. Financing Structure.

(a) Tenant acknowledges and agrees in connection with the financing of the construction of the Demised Premises on the Land (the "Financing") (i) C5LC at Bonnie View LLC, a Delaware limited liability company ("C5LC"), is the fee simple owner of the Land, (ii) C5LC, as master ground lessor, and Landlord, as master ground lessee, have entered into a Master Ground Lease, dated as of the Lease Date (as amended, supplemented, or otherwise modified from time to time, the "Master Ground Lease") for the lease of the Land, (iii) Landlord, as sub ground lessor, and MHBK (USA) Leasing & Finance LLC ("Mizuho"), as sub ground lessee, have entered (or will enter) into a Sub Ground Lease, dated as of the Lease Date (as amended, supplemented, or otherwise modified from time to time, the "Sub Ground Lease") for the sublease of the Land, and (iv) Mizuho, as lessor (in such capacity, "Lessor"), and Core5, as lessee (in such capacity, "Lessee"), have entered (or will enter) into a Lease and Security Agreement, dated as of the Lease Date, which covers a sublease of the Land back to Lessee from Lessor and a lease of such building and improvements to be constructed thereon and financed by

Lessor (as amended, supplemented, or otherwise modified from time to time, the "Financing Lease"). Under no circumstances shall any of the terms of the Master Ground Lease, Sub Ground Lease or any other document entered into between C5LC, Landlord and Mizuho, amend, modify, change, or alter any of the terms, conditions and provisions of this Lease, impair, condition or restrict any of the rights of Tenant under this Lease, impose any additional obligations upon Tenant under this Lease, or relieve Landlord of any obligations under this Lease.

(b) Landlord and Tenant further acknowledge and agree that, notwithstanding the use of the term "Lease" throughout this document, during the term of the Financing this Lease actually constitutes a sub-sub-sub-lease between Landlord and Tenant (and Landlord and Tenant are actually sub-sub-sub-lessor and sub-sub-sub-lessee hereunder), and, subject to the non-disturbance provisions in favor of Tenant set forth in the SNDA, this Lease is subject and subordinate to the terms and conditions of the Master Ground Lease. Upon the termination or expiration of the Master Ground Lease, this Lease shall automatically become the primary lease for the remainder of the term of the Term by and between C5LC as "Landlord" and Tenant, as "Tenant". Landlord covenants, represents and warrants to Tenant that as of the Lease Date and again upon the Rent Commencement Date: (i) the Master Ground Lease is in full force and effect; (ii) Landlord is not in default under any of the terms, conditions, and provisions of the Master Ground Lease or Sub Ground Lease; and (iii) the terms and conditions of the Master Ground Lease do not prohibit this Lease, or amend, modify, change, or alter any of the terms, conditions and provisions of this Lease, impair, condition or restrict any of the rights of Tenant under this Lease, impose any additional obligations upon Tenant under this Lease, or relieve Landlord of any obligations under this Lease. In furtherance of the foregoing, Landlord shall cause a SNDA to be executed and delivered by Landlord, C5LC and Mizuho (pursuant to Exhibit "F" and Section 25(c) of the Lease) simultaneously with the execution of this Lease.

7. Profit Sharing/Sale to Third Party. In the event that C5LC and/or Core5 Industrial Partners LLC (the "Core5 Seller") (a) decides to sell the Demised Premises prior to the Expansion Improvements being constructed, (b) consummates the sale of the Demised Premises to a bona-fide third party, and (c) achieves a net profit (i.e. Core5 Seller receives Excess Net Sales Proceeds [as defined below]) from the sale of at least \$116,276,255.28, then Core5 Seller agrees to share equally (50%/50%) with Tenant any Excess Net Sales Proceeds realized from such sale which shall be paid to Tenant upon closing of such sale. For purposes of this Lease, "Net Sales Proceeds" shall mean (a) the gross purchase price from the sale, minus (b) the aggregate amount of all reasonable and customary costs actually paid by Core5 Seller in connection with the sale of the Demised Premises including, without limitation, brokerage expenses and commissions, prorations and adjustments, reasonable attorneys' fees, survey costs, loan payoffs for financing of the Project, transfer taxes, document/stamp taxes, recording fees for the deed and any release of mortgages securing such financing of the Project, title insurance costs and other similar seller costs in connection with any such sale. For purposes of this Lease, "Excess Net Sales Proceeds" shall mean the amount of the Net Sales Proceeds that Landlord would be entitled to receive from such sale that are in excess of a net purchase price of \$116,276,255.28. If Core5 Seller sells the Demised Premises for a Net Sales Proceeds Price

greater than an amount of \$116,276,255.28, then Core5 Seller and Tenant will share every dollar above \$116,276,255.28 equally on a 50/50 basis.

Notwithstanding the foregoing to the contrary, in the event that Core5 Seller decides to sell the Demised Premises after the Expansion Improvements are constructed, then "Excess Net Sales Proceeds" shall mean the amount of the Net Sales Proceeds that Landlord would be entitled to receive from such sale that are in excess of a net purchase price of \$116,276,255.28 for the initially constructed Demised Premises plus the increased value created by the Expansion Improvements which will be shared equally on a 50/50 basis once said sale value is increased at a capitalization rate of the determined yield outlined in Special Stipulation No. 5(e)(i) above minus 65 basis points.

8. Early Termination and Termination Payment. Provided Tenant has not exercised its Expansion Option contained in Special Stipulation No. 5 above, Tenant shall have the right to terminate this Lease effective on the date which is the last day of the One Hundred and Twentieth (120<sup>th</sup>) month of the Primary Term (the "Termination Option"). In order to exercise such Termination Option, Tenant shall notify Landlord of such exercise in writing at least Two Hundred Seventy (270) days prior to the effective date of such termination, and together with such notice Tenant shall deliver to Landlord Three Million Three Hundred Seven Thousand Nine Hundred Forty Five and 61/100 Dollars (\$3,307,945.61) as an agreed-upon payment as liquidated damages. Nothing contained herein shall be deemed to relieve Tenant of its obligation to pay Rent through the effective date of such termination (in addition to the termination payment). In the event Tenant fails to notify Landlord by such notice deadline, Tenant shall be deemed to have waived Tenant's Termination Option for the remainder of the Term and any extensions thereof.

**EXHIBIT F**

**SNDA**

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**SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT**

dated as of August 31, 2020, by and among

**C5LC AT BONNIE VIEW, LLC,**  
a Delaware limited liability company

**MHBK (USA) LEASING & FINANCE LLC,**  
a New York limited liability company,

**CORE5 INDUSTRIAL PARTNERS LLC,**  
a Delaware limited liability company,

and

**KEHE DISTRIBUTORS, LLC,**  
a Delaware limited liability company,

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**Bonnie View Lease – Land & Construction of Improvements**

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## SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made and entered as August 31, 2020, by and among C5LC at Bonnie View, LLC, a Delaware limited liability company ("C5LC"), MHBK (USA) LEASING & FINANCE LLC, a New York limited liability company ("Mizuho"), CORE5 INDUSTRIAL PARTNERS LLC, a Delaware limited liability company ("Core5"), and KEHE DISTRIBUTORS, LLC, a Delaware limited liability company ("KeHe").

### RECITALS

A. C5LC is the fee simple owner of certain real property located in Dallas County, Texas, and more particularly described in Exhibit A attached (the "Land").

B. C5LC, as master ground lessor ("C5LC Ground Lessor") (for purposes of this Agreement, any reference to C5LC includes C5LC in all capacities, including, without limitation, as C5LC Ground Lessor and as owner of the Land), and Core5, as master ground lessee ("Core5 Ground Lessee"), have entered into a Master Ground Lease, dated as of August 31, 2020 (as amended, supplemented, or otherwise modified from time to time, the "Master Ground Lease") for the lease of the Land upon the terms and conditions contained therein.

C. Core5, as sub ground lessor ("Core5 Sublessor") (for purposes of this Agreement, any reference to Core5 includes Core5 in all capacities, including, without limitation, as Core5 Ground Lessee, Core5 Sublessor, Core5 Building and Land Sub Lessee, Core5 Building and Land Sub Lessor and as lessor to KeHe under the Core5/KeHe Lease), and Mizuho, as sub ground lessee ("Mizuho Sublessee") (for purposes of this Agreement, any reference to Mizuho includes Mizuho in all capacities, including, without limitation, as Mizuho Sublessee and as Mizuho Building and Land Sub Lessor), have entered into a Sub Ground Lease, dated as of August 31, 2020 (as amended, supplemented, or otherwise modified from time to time, the "Sub Ground Lease") for the sublease of the Land upon the terms and conditions contained therein.

D. In connection with the financing of the construction of the building and improvements on the Land, Mizuho, as sub-sub-lessor (in such capacity, "Mizuho Building and Land Sub Lessor"), and Core5, as sub-sub-lessee (in such capacity, "Core5 Building and Land Sub Lessee"), have entered into (a) a Lease and Security Agreement, dated as of August 31, 2020, which subleases the Land back to Core5 Building and Land Sub Lessee from Mizuho Building and Land Sub Lessor and a lease of such building and improvements to be constructed thereon (as amended, supplemented, or otherwise modified from time to time, the "Building and Land Mizuho/Core5 Sub Lease"), and (b) a Lease Supplement, Memorandum of Lease, and Deed of Trust dated August 31, 2020, which secures the obligations under the Building and Land Mizuho/Core5 Sub Lease (as amended, supplemented, or otherwise modified from time to time, "Mizuho/Core5 Deed of Trust"), in each case, upon the terms and conditions contained therein.

E. Core5, as sub-sub-sub-lessor (in such capacity, "Core5 Building and Land Sub Lessor"), and KeHe, as sub-sub-sub-lessee (in such capacity, "KeHe Building and Land Sub Lessee"), have entered into a Lease Agreement dated as of August 31, 2020 (the "Core5/KeHe Lease") with respect to the Land and improvements constructed thereon and systems and infrastructure contained therein, which is more particularly identified in the Core5/KeHe Lease (the "Premises"). A copy of the Core5/KeHe Lease has been delivered to C5LC, Mizuho and Core5, the receipt of which is hereby acknowledged. The Master Ground Lease, the Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease and the Mizuho/Core5 Deed of Trust, are hereinafter collectively called the "Other Lease Documents" and the Other Lease Documents and the Core5/KeHe Lease are called the "Lease Documents").

F. Any capitalized term not defined in this Agreement will have the meaning ascribed to it in Appendix I to the Building and Land Mizuho/Core5 Sublease.

## **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Lessee, and Sub Lessee covenant and agree as follows:

1. Consent, Non-Disturbance, and Subordination.

(a) C5LC, Core5, and Mizuho's execution and delivery of this Agreement shall constitute each such party's acknowledgement of and irrevocable consent to KeHe lease of the Premises on the terms set forth in the Core5/KeHe Lease to the extent such acknowledgement and consent is required under the Lease Documents.

(b) Provided the Core5/KeHe Lease is in full force and effect and there are no defaults by KeHe beyond all applicable notice and cure periods, then the Core5/KeHe Lease will not be terminated, nor will KeHe's use, possession or enjoyment of the Premises or any of its rights and privileges under the Core5/KeHe Lease (as the Core5/KeHe Lease may be extended or renewed, as provided therein) be disturbed, diminished, affected, interrupted or interfered with by C5LC, Mizuho or Core5 or any person claiming through or under any of C5LC, Mizuho, or Core5 for any reason whatsoever during the term of the Core5/KeHe Lease or any extensions or renewals thereof even in the event of any termination, surrender or disclaimer of the Ground Lease, Sub Ground Lease, or the Building and Land Mizuho/Core5 Sublease or by reason of foreclosure of the Mizuho/Core5 Deed of Trust.

(c) Subject to the foregoing non-disturbance covenant, the Core5/KeHe Lease and KeHe's rights thereunder (including, but not limited to, all rights of first refusal and purchase options, if any) shall be subject and subordinate to the rights of (i) C5LC under the Master Ground Lease, (ii) of Core5 under the Master Ground Lease, Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease, and the Mizuho/Core5 Deed of Trust, and (iii) Mizuho under the Sub Ground Lease, the Building and Land Mizuho/Core5 Sublease, and the Mizuho/Core5 Deed of Trust, provided, further, no terms, conditions, or provisions of the Other Lease Documents shall amend, modify, change, or alter any of the terms, conditions and provisions of

this Core5/KeHe Lease, impair, condition or restrict any of the rights of KeHe under the Core5/KeHe Lease, impose any additional obligations upon KeHe under the Core5/KeHe Lease, or relieve Core5 of any obligations under the Core5/KeHe Lease.

2. Attornment.

(a) During the term of the Core5/KeHe Lease, prior to C5LC, Core5 or Mizuho exercising any right to terminate any of the Other Lease Documents as a result of a default or otherwise (whether pursuant to a foreclosure, revocation of rights of use demised thereunder, demand for return of any property, improvements, equipment or other leased property demised thereby or any other enforcement remedy) (each, a "Termination Action"), C5LC, Core5, and/or Mizuho, as applicable, shall give KeHe notice of such default and intended Termination Action but in no instance shall KeHe have any obligation to cure such default or shall KeHe's use and occupancy of the Premises be disturbed or obligations changed under the Core5/KeHe Lease.

(b) If, during the term of the Core5/KeHe Lease (i) any other Person is substituted for any party holding any tier of tenancy under the Other Lease Documents, including, tenancy, sub tenancy, or sub-sub tenancy under the Master Ground Lease, Sub Ground Lease or the Building and Land Mizuho/Core5 Sublease, or (ii) any party lawfully exercises a Termination Action, then, subject to the foregoing non-disturbance covenant, KeHe covenants and agrees to attorn to any new entity (an "Operator") which enters into new leases or subleases for the Premises directly with C5LC, Core5, or Mizuho, as the case may be, for the term then remaining, as required to vest in such Operator a leasehold estate with respect to the Premises and such Operator, contemporaneously assumes each and all of Core5's obligations under the Core5/KeHe Lease (each a "Replacement Lease") and, unless otherwise agreed to in writing by KeHe, such attornment will be on the same terms, conditions and provisions as set forth in the Core5/KeHe Lease, including, without limitation, all expansion rights, renewal rights and profit sharing rights.

3. Liability of Sub Lessor, Lessor, and Lessee.

(a) Each of C5LC and Core5 hereby covenants and agrees to hold KeHe harmless from and against any and all losses, expenses and damages that KeHe suffers: (i) if C5LC and/or Core5 defaults under (A) any mortgage, trust deed, charge or lien of any freehold or leasehold interest in the Premises, or (B) any instrument evidencing or purporting to create a leasehold interest in the Premises which is superior to the Core5/KeHe Lease, and (ii) (A) KeHe has a claim asserted upon or against its tenure, loses its tenure, or any of KeHe's rights with respect to the Premises or under the Core5/KeHe Lease are (or are threatened to be) impaired, restricted, or amended, or any additional obligations upon KeHe are (or are threatened to be) imposed, as a result of, in connection with, or in relation to any claim of title or right to possession or the enforcement of any remedy by the holder of any such mortgage, trust deed, charge or lien or by any underlying lessor or (B) KeHe incurs any costs and expenses (including reasonable attorneys' fees, expert fees, and costs) in defense of, or responding to, any claim relating to such tenure or rights under the Core5/KeHe Lease or attempt to amend, impair, restrict any terms, or impose additional obligations upon KeHe.

(b) KeHe shall first look solely to the estates and interests of C5LC, Core5, or any Operator, as applicable, in the Premises for the recovery of any judgment (or any other judicial procedures requiring the payment of money) against such party and, provided KeHe is made whole by such estate or interest, no such party shall have any personal liability for any such judgment or remedy.

(c) Mizuho shall have no liability to KeHe for the exercise of rights and remedies under the Other Lease Documents.

(d) Notwithstanding *Section 3(c)*, if as a result of a default by Core5 (in its capacity as Core5 Building and Land Sub Lessee) under the terms of the Building and Land Mizuho/Core5 Sub Lease, Mizuho (in its capacity as Mizuho Building and Land Sub Lessor), takes remedial actions which result in Mizuho succeeding Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, then, at the time of such succession, Mizuho shall have all of the rights and obligations of Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, *provided that*,

(i) Mizuho will not be liable to KeHe for any obligations of the sub-sub-sub lessor under the Core5/KeHe Lease which arose prior to that date Mizuho succeeds Core5 as the sub-sub-sub lessor, including, but not limited to any prepaid rent or the return of any security deposit given by KeHe to Core5;

(ii) Mizuho will not be bound by any provision of the Lease restricting the use of any properties owned by Mizuho other than the Premises;

(iii) Mizuho's only obligation with respect to the construction of the Building will be to enforce its rights under its guaranty from Kajima U.S.A. Inc., a Delaware corporation ("*Kajima*"), *except as follows*: If Mizuho elects to succeed Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, has received a copy of the 30 day notice from KeHE of Landlord's failure to perform provided in Section 44 of the Core5/Lease, and Kajima does not fulfill all obligations under the Core5/KeHe Lease to complete construction of the Building, then Mizuho will either (a) notify KeHE within 30 days of receiving the above-referenced 30 day notice of failure to perform such completion and arrange for an Operator to complete the construction of the Building, with such completion to commence within 30 days of KeHE's notice of failure to perform and completion to occur within 90 days of such notice upon the terms provided in Section 44 of the Core5/Lease, or (b) complete the construction of the Building in accordance with the terms of the Core5/KeHE Lease. In the event that Mizuho does not fulfill either of the above requirements as set out in sub-sections (a) or (b) of this paragraph, then KeHE shall have the right without any further consent or approval of Mizuho to exercise its self-help rights under Section 44 of the Core5/Lease;

(iv) Mizuho will not be bound by any amendment, supplement or other modification of (A) Section 44 of the Core5/KeHe Lease which was not consented to in writing by Mizuho, or (B) any other provision of the Core5/KeHe Lease which was not consented to in writing by Mizuho after KeHe has received notice of Mizuho's election take any remedial actions;

(v) Mizuho will not be liable for any act, omission, or breach by Core5 under the Core5/KeHe Lease which occurs prior to the date Mizuho succeeds Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease, unless Mizuho directed Core5 to undertake such action, inaction or breach;

(vi) Mizuho will not be subject to any right of set-off or defense which KeHe may have against Core5;

(vii) Mizuho will not be bound by any purchase option, right of first refusal or other contemplated conveyance contained in the Core5/KeHe Lease which is triggered solely by Mizuho's remedial actions;

(viii) Mizuho will not be required to indemnify KeHe for any action other than an action taken by Mizuho after it succeeds Core5 as the sub-sub-sub lessor under the Core5/KeHe Lease; and

(ix) Upon any sale or other transfer by Mizuho of its interest in the Premises, Mizuho shall be automatically be released and discharged from all liability under the Core5/KeHe Lease.

KeHe shall first look solely to the estates and interests of Mizuho in the Premises for the recovery of any judgment against Mizuho and, provided KeHe is made whole by such estate or interest, Mizuho shall not have any personal liability for any such judgment or remedy.

4. Sub Lessee's Property. Each of C5LC, Mizuho, and Core5 acknowledge and agree that all fixtures, equipment and personal property owned by KeHe and which are located or installed in, about or on the Premises or Land, regardless of the manner of attachment, will be and remain the property of KeHe and may be removed by KeHe at any time as and to the extent permitted under the Core5/KeHe Lease. In no event (including a default under the Lease Documents) will C5LC, Mizuho, or Core5 have any liens, rights or claims in KeHe's property; and C5LC, Mizuho, and Core5 each expressly waive all rights of levy, distraint or execution with respect to that property.

5. Permitted Actions of KeHe Lessee. C5LC, Mizuho, and Core5 each agree that so long as the Core5/KeHe Lease is in full force and effect, no exercise by KeHe of its express contractual rights under the Core5/KeHe Lease will constitute a default under any of the Other Lease Documents or require C5LC's, Mizuho's, Core5's, or any Operator's consent.

6. Condemnation; Insurance Proceeds. In the event any condemnation or other award arising from the taking of all or a portion of the Premises, and/or insurance proceeds relating to any damage, destruction or other casualty affecting the Premises, are paid to the C5LC, Mizuho, or Core5, such award or proceeds, as the case may be, shall be applied in accordance with the terms of the Building and Land Mizuho/Core5 Sub Lease.

7. Notice. All notice, demands or other communications required or permitted to be given under or in connection with this Agreement will be in writing and delivered to the following address, and marked for the attention of such person set out below (or to such other address as the parties may from time to time notify to each other):

C5LC:

C5LC at Bonnie View, LLC  
c/o Core5 Industrial Partners LLC  
1230 Peachtree Street, Suite 3560  
Atlanta, GA 30309  
Attn: Linda Booker

Core5:

Core5 Industrial Partners LLC  
1230 Peachtree Street, Suite 3560  
Atlanta, GA 30309  
Attn: Linda Booker

Mizuho:

MHBK (USA) Leasing & Finance LLC  
1271 Avenue of Americas  
New York, New York 10020  
Attn: Lease Administration

KeHe:

KeHe Distributors, LLC  
1245 E. Diehl Road, Suite 200  
Naperville, Illinois 60563  
Attn: COO

With copy to:

KeHe Distributors, LLC  
1245 E. Diehl Road, Suite 200  
Naperville, Illinois 60563  
Attn: Legal Department

8. Captions. The captions of this Agreement are for convenience and reference only and will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

9. Further Assurances. Upon request, the parties agree to provide and execute such further documentation and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

11. Provisions Binding. The terms and provisions of this Agreement will be binding upon and will inure to the benefit of the successors, respectively, of C5LC, Mizuho, Core5, and KeHe.

12. Assignment. The rights of KeHe under this Agreement shall automatically, without further prior written consent of C5LC, Mizuho, or Core5, run to any permitted assignee or sublessee under the Core5/KeHe Lease.

13. Amendment. This Agreement may not be amended, modified, supplemented, or any of its provisions waived, other than by an agreement in writing signed by the parties hereto or by their respective successors in interest, which signatures may be in counterpart and may be by electronic transmission.

14. Jury Trial. **EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

This Agreement and the covenants contained in it are intended to run with and bind all lands affected hereby.

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth in the notary acknowledgements below but is to be effective as of the date set forth in the preamble to this Agreement.

**GOUND LESSOR:**

C5LC AT BONNIE VIEW, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Linda D. Booker  
Title: Secretary and Chief Financial Officer

STATE OF GEORGIA       §  
                                     §  
COUNTY OF FULTON     §

This instrument was acknowledged before me on July \_\_\_\_, 2020, by Linda D. Booker, Secretary and Chief Financial Officer of C5LC at Bonnie View, LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

\_\_\_\_\_  
Notary Public in and for the State of Georgia

**LESSOR:**

MHBK (USA) Leasing & Finance LLC,  
a New York limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of MHBK (USA) Leasing & Finance LLC, a New York limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**LESSEE:**

**CORE5 INDUSTRIAL PARTNERS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Linda D. Booker  
Secretary and Chief Financial Officer

STATE OF GEORGIA       §  
                                      §  
COUNTY OF FULTON     §

This instrument was acknowledged before me on July \_\_\_\_\_, 2020, by Linda D. Booker, Secretary and Chief Financial Officer of Core5 Industrial Partners LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

\_\_\_\_\_  
Notary Public in and for the State of Georgia

**KEHE DISTRIBUTORS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of KeHe Distributors, LLC, a Delaware limited liability company, on behalf of said limited liability company, and for the purpose and consideration herein stated.

Notary Public in and for the State of Texas

## **EXHIBIT A**

### **Legal Description**

Lot 1B, in Block B/8313, of Logistics Center at Bonnie View Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File No. [2020-199969](#), Map/Plat Records, Dallas County, Texas.









