

**LEASE AGREEMENT FOR
REAL PROPERTY AND ALL BUILDINGS, FIXTURES AND
IMPROVEMENTS**

From

FOUR M INVESTMENTS II, LLC (“Lessor”)

To

U.S.CORRUGATED, INC. (“Lessee”)

dated: As of November 1, 2008

**For
Premises:**

Street Address: **1290 Campground Road**
Municipality: **Lancaster**
State: **Ohio**

LEASE OF REAL PROPERTY

LEASE AGREEMENT made as of this 1st day of November, 2008, by and between **Four M Investments II, LLC**, an Ohio limited liability company having an address for notice at 115 Stevens Avenue, Valhalla, New York 10595 ("**Lessor**") and **U.S. Corrugated, Inc.**, a Georgia corporation having an address for notice at 550 Broad Street, Newark, New Jersey 07102 ("**Lessee**").

WITNESSETH:

WHEREAS, Lessee desires to use and occupy the Premises pursuant to a Lease from Lessor and Lessee desires to lease the Premises,

NOW, THEREFORE, in consideration of one dollar in hand paid and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Lessor and Lessee hereby covenant and agree as follows:

ARTICLE 1 **DEFINITIONS**

A. **Purpose**: This Article defines certain basic terms used in this Lease subject to the qualifications and exceptions set forth herein.

B. **"Base Month"** shall mean the month before the month in which the Lease commences.

C. **"Base Rent"**: shall mean One Million, one hundred eighty one thousand one hundred thirty seven dollars and 50/100 (\$1,181,137.50) in the first Lease Year, and One million, two hundred fifty nine thousand eight hundred eighty dollars (\$1,259,880.00) for each subsequent Lease Year of the initial fifteen year Term of this Lease. Upon commencement of the fourth year of the Lease Term, Base Rent shall be adjusted for increases in the cost of living, and thereafter Base Rent shall be adjusted biennially, in accordance with the provisions of Article 4 hereunder.

D. **"Business Days"**: The term "Business Days" as used in this Lease shall exclude Saturdays, Sundays and all days observed by the Federal, State or local government as legal holidays, as well as all other days recognized as holidays under applicable union contracts.

E. **"City"**: City shall mean the City of Lancaster, Ohio.

F. **"COLA Adjustment Date"**: The first COLA Adjustment Date shall be on the fourth anniversary of the Commencement Date and biennially on each anniversary of the Commencement Date thereafter.

G. **"Commencement Date"**: The Commencement Date shall mean the first day of the month immediately following notice from Lessor to Lessee that all of the following conditions have been met: i) a Certificate of Occupancy, whether temporary or permanent, has been issued for the Demised Premises permitting their use for the purposes set forth therein, ii) Lessor has substantially completed Lessor's Work (as hereinafter defined) and iii) installation of the Fosber Corrugator, and substantially all of the converting and finishing equipment, sheet feeders, and corrugated packaging facilities required for Lessee's conduct of business are installed upon the Demised Premises. Each of the parties hereto agrees, upon demand of the other, to execute a Commencement Agreement establishing the Commencement Date as soon as it has been determined. Unless the parties agree to a different Commencement Date, the Commencement Date shall be November 1, 2008.

H. **"Demised Premises"**: shall mean (a) the parcels of land more particularly described in Schedule A attached hereto and made a part hereof; (collectively, **"Land"**); (b) the buildings and improvements situated on the Land and affixed permanently to the Land and non-moveable, (collectively, **"Building"**); (c) all right, title and interest of Lessor, in and to the fixtures, equipment and other personal property attached or appurtenant to the Land and Building; (d) the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging to the Land and Building including, without limitation, the rights in and to the railroad track extension from the existing Anchor Hocking rail spur to and into the Building and any and all easements, right of ways, driveways, parking areas, entrances, truck access, water supply and utilities, thereto; and (e) all licenses, permits, certificates of occupancy and other approvals issued by any federal, state or local authority relating to the use, maintenance or operation of the Land and the Building (collectively, the **"Demised Premises"**). The Building shall be deemed to contain 314,970 square feet of leasable space.

The Demised Premises are located at 1290 Campground Road, Lancaster, Ohio.

I. **"Expiration Date"**: shall mean the date that is fifteen (15) years after the Commencement Date, unless this Lease is renewed or otherwise extended. If the First Option to Renew is exercised, as hereinafter defined, the First Renewal Term shall expire twenty (20) years after the Commencement Date. If the Second Option to Renew is exercised, as hereinafter defined the Second Renewal Term shall expire twenty-five (25) years after the Commencement Date.

J. **"Interim Lease Month"** shall mean the month before the month in which the Lease commences, of the year prior to the Adjustment Date

K. **“Interest” or “Interest Rate”**: shall mean a rate per annum equal to the lesser of (a) two percent (2%) above the commercial lending rate announced from time to time by Citibank, N.A., as its prime rate, or (b) the maximum applicable legal rate, if any.

L. **Lessor’s Work**: shall mean construction of the Demised Premises in accordance with plans and specifications by VPL Architects, Inc., incorporated by reference into the AIA Construction Contract and related documents (hereinafter collectively, the **“Construction Contract”**) between Lessor as Owner and Fed One Dublin, LLC as Contractor to which Lessee is a party.

M. **“Lease”**: shall mean this Agreement of Lease.

N. **“Lease Month”** shall mean the month immediately preceding the Adjustment Date

O. **“Lease Term”**: shall mean the period of fifteen (15) years beginning on the Lease Commencement Date. If either of the options to extend this Lease is exercised, then the First Renewal Term and the Second Renewal Terms shall be treated as part of the Term of this Lease.

P. **“Lease Year”**: The term "Lease Year" shall mean each and every consecutive twelve (12) month period during the Term of this Lease, with the first such twelve (12) month period commencing on the Lease Commencement Date and expiring on the last day of the twelfth month thereafter and the remaining Lease Years commencing on the anniversary of the Lease Commencement Date and expiring on the last day of the twelfth month thereafter.

Q. **“Pre-Commencement Date Use and Occupancy”** shall mean a monthly charge to the Lessee for the right to use and occupy the Premises (prorated for fractional months) beginning on August 6, 2008, and continuing until the Commencement Date. Pre-Commencement Date Use and Occupancy shall be determined based on Lessee’s occupancy of 88,000 square feet of the Premises from August 6, 2008 until October 14, 2008, and 128,000 square feet of the Premises until the Commencement Date, at an occupancy cost per square foot of \$3.75.

R. **“Price Index”** shall mean the "Chained Consumer Price index for All Urban Consumers" published by the Bureau of Labor Statistics of the United States Department of Labor, for Cleveland-Akron, Ohio, All Items, Cleveland-Akron, Ohio CMSA (1982-84=100) or any renamed local index covering the Cleveland-Akron, Ohio area or any other successor or substitute index appropriately adjusted.

ARTICLE 2

DEMISE, TERM AND OCCUPANCY

2.01 Grant. Lessor hereby grants to Lessee, its employees, invitees, successors and assigns, the exclusive right to lease, use and occupy the Demised Premises, in connection with its Business and for all customary and proper purposes during the Lease Term, as defined hereinabove. It is expressly understood and agreed that Lessee shall have the exclusive right to possession and full, unobstructed and unlimited access to the Demised Premises during the Term hereof.

2.02 Preparation of the Demised Premises. Lessor shall complete construction of Lessor's Work at its cost and expense. In the event of any inconsistency between the Construction Contract and this Lease, the provisions of the Construction Contract shall govern. Lessee shall file for and obtain at its cost and expense any required Certificate of Occupancy permitting use of the Demised Premises. Lessee agrees that Lessor is not required to perform any work or install any materials, improvements or equipment to make the Demised Premises ready for Lessee's occupancy except as provided for in the Construction Contract and required in order to obtain the Certificate of Occupancy.

2.03 First Option to Renew. Lessee shall have the option to renew this Lease (***"First Option to Renew"***) for one five year term (the ***"First Renewal Term"***), provided Lessee is not in default at the time of exercise of the First Option to Renew or at the commencement of the First Renewal Term. Lessee shall provide written notice to Lessor of its exercise, to be received at least one year before commencement of the First Renewal Term, time being of the essence. Such notice shall be given in accordance with the notice provisions of the Lease. If notification of the exercise of an option is not so given and received, all options granted hereunder shall automatically expire.

2.04 Base Rent During the First Renewal Term. Base Rent for the Demised Premises upon commencement of the First Renewal Term shall be equal to the Base Rent for the Premises in effect during the last Lease Year of the initial Lease Term, which shall be adjusted annually in accordance with the provisions of Article 4 herein.

2.05 Second Renewal Option. Lessee shall have the option to renew this Lease (***"Second Option to Renew"***) for a second five year term (the ***"Second Renewal Term"***), provided Lessee is not in default at the time of exercise of the Second Option to Renew or at the commencement of the Second Renewal Term. Lessee shall provide written notice to Lessor of its exercise, to be received at least one year before commencement of the Second Renewal Term, time being of the essence. Such notice shall be given in accordance with the notice provisions of the Lease. If notification of the exercise of the Second Option to Renew is not so given and received, the option shall automatically expire.

2.06 Base Rent During the Second Renewal Term. Base Rent for the Demised Premises upon commencement of the Second Renewal Term shall be equal to the Base Rent for the Premises in effect during the last Lease Year of the First Renewal Term, which shall be adjusted annually in accordance with the provisions of Article 4 herein.

ARTICLE 3

RENT

3.01 Rents. Lessee shall pay to Lessor the following rents for the Demised Premises during the Lease Term (collectively the “Rents”): (a) the Base Rent to Lessor in monthly installments, which shall be due and payable in advance on the first (1st) day of each and every calendar month during the Lease Term, adjusted annually as provided for in Article 4 hereunder (b) additional rent and all other charges payable hereunder by Lessee to Lessor (“Additional Rent”), consisting of all other sums of money payable by Lessee to Lessor under this Lease. One (1) full monthly installment of Base Rent covering Base Rent for a period commencing on the Lease Commencement Date shall be due and payable upon execution of this Lease.

3.02 Payment. Lessee shall pay the Rents when due, without notice or demand, and without any abatement, deduction, reduction, counterclaim or set-off whatsoever, except as expressly provided herein. Lessee shall pay the Rents in legal tender of the United States of America, to Lessor at the office of Lessor or at such other place as Lessor may designate. Base Rent for periods less than a full calendar month shall be prorated based on the actual number of days in said partial month and the actual number of days in the entire month. Should the obligation to pay Base Rent fall on any day other than the first day of the calendar month, the Base Rent for that month shall be prorated as heretofore provided.

3.03 Partial Payment. No payment by Lessee or receipt or acceptance by Lessor of a lesser amount than the correct Base Rent or Additional Rent due shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor’s right to recover the balance, treat such partial payment as a default or pursue any other remedy provided in this Lease or at law.

3.04 Interest for Late Payment. If Lessee shall fail to pay an installment of Base Rent or Additional Rent for a period of ten (10) days after such installment or payment shall have become due, Lessee shall pay interest thereon from the date when such installment or payment shall become due at the Interest Rate, and such amounts of interest shall be deemed Additional Rent.

3.05 Applicable Laws: Effect on Rents. If any of the Rents payable under any provision of this Lease shall be, or become, uncollectible, reduced or required to be refunded because of the effect of Applicable Laws (defined below), Lessee shall enter into such agreement(s) and take such other steps as Lessor may reasonably request, and as may be legally permissible, to permit Lessor to collect the maximum Rents, which, from time to time, during the continuance of such effect of Applicable Laws, may be legally permissible (and not in excess of the amounts preserved therefor under this Lease). Upon the termination of such effects of

Applicable Laws, (a) the Rents shall become, and thereafter be, payable in accordance with this Lease following such termination, and (b) Lessee shall pay to Lessor, to the maximum extent legally permissible, an amount equal to (i) the Rents that would have been paid pursuant to this Lease but for such effect of Applicable Laws less (ii) the Rents paid by Lessee during the period such effect of Applicable Laws. For purposes under this Lease, the term "Applicable Laws" shall mean all applicable laws (statutory or other), rules, regulations, ordinances, orders, judgments, decrees, directives, or process of any Federal, State, county or municipal or other governmental authority or agency, jurisdiction or of any court of competent jurisdiction or any public officers with authority and jurisdiction.

3.06 Late Charge. If Lessee shall fail to pay an installment of Base Rent or Additional Rent for a period of ten (10) days after such installment or payment shall have become due, Lessee shall pay interest thereon from the date when such installment or payment shall become due and a late charge equal to four percent (4%) of the amount due as Additional Rent hereunder.

3.07 (a) In addition to Base Rent, at any time after the Lessor encumbers the Premises to secure a loan to Lessor ("Lessor's Loan") which bears interest at a rate in excess of eight (8%) percent per annum, Lessee shall pay to Lessor as Additional Rent in equal installments on the first day of the month during the Term an amount equal to \$100,000.00 for each one percentage point (1%) by which the annual interest rate on Lessor's Loan exceeds 8%, prorated for fractions of a percentage point (the "Cost of Funds Make Whole"). The Cost of Funds Make Whole shall be determined on a per diem basis, using a 360 day year. By way of example, if the interest rate on Lessor's Loan is 9.5%, then the per diem Cost of Funds Make Whole shall be \$416.67. Notwithstanding the foregoing, the Base Rent and the Cost of Funds Make Whole (prior to application of any COLA Adjustment) shall not exceed in the aggregate an amount equal to \$4.45 per square foot of the Demised Premises.

3.08 Beginning on June 1, 2008, and continuing until the Commencement Date, Lessee shall pay to Lessor for each month (prorated for partial months) in addition to all Additional Rent payable hereunder, Pre-Commencement Date Use and Occupancy.

ARTICLE 4 **BASE RENT** **CPI ADJUSTMENT**

4.01 Adjustment. Effective as of the first COLA Adjustment Date and on each COLA Adjustment Date thereafter, there shall be a cost of living adjustment (the "***COLA Adjustment***") of the Base Rent payable hereunder. The COLA Adjustment shall be based on the cumulative percentage difference between the Price Index for the Lease Month, as hereinafter defined and the Price Index for the Base Month, as hereinafter defined, calculated as follows. In the event the Price Index for any Lease Month during the Lease Term reflects an increase over the Base Month and/or the Interim Month, as hereinafter defined, Base Rent to be paid upon the Adjustment Date shall be Base Rent previously paid multiplied by the percentage difference

between the Price Index for the Lease Month and the Price Index for the Base Month, added to the percentage difference between the Price Index for the Lease Month and the Price Index for the Interim Month. Base Rent as adjusted shall remain in effect until the next Adjustment Date.

The following illustrates the intentions of the parties as to the computation of Base Rent effective upon the first Adjustment Date:

Assuming Base Rent is \$10000, the Price Index for the Base Month is 100 and the Price Index increases 3% per year during the second and third Lease Years. At the First Adjustment Date, Base Rent will increase 1.061% to \$10,610.

In the event that the Price Index ceases to use 1982-84=100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this Lease not been altered. In the event such Price Index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the Price Index shall be used.

4.02 Subsequent Adjustments. No adjustment or re-computations, retroactive or otherwise, shall be made due to any revision which may later be made in the first published figure of the Price Index for any month. Statements of the COLA Adjustment shall be furnished by Lessor to Lessee. The statements thus furnished to Lessee shall constitute a final determination as between Lessor and Lessee of the COLA Adjustment for the periods represented thereby.

4.03 No reductions in Base Rent, Waiver or Expiration hereunder: In no event shall the Base rent be reduced by virtue of this Article. Any delay or failure of Lessor, in computing or billing for the COLA Adjustments shall not constitute a waiver of or in any way impair the continuing obligation of Lessee to pay such rent adjustments hereunder. Notwithstanding any expiration or termination of this Lease prior to the Lease Expiration Date (except in the case of a cancellation by mutual agreement) Lessee's obligation to pay rent as adjusted under this Article shall continue and shall cover all periods up to the Lease Expiration Date, and shall survive any expiration or termination of this Lease.

ARTICLE 5

USE

5.01 Uses. Lessee shall use the Demised Premises for any lawful purpose in connection with its business of corrugated box production, warehousing and distribution with office space, production, warehousing and distribution facilities.

5.02 Non-permitted Use. Lessee shall not use the Demised Premises for any purpose which is in violation of Applicable Laws, or in any unlawful manner, or in violation of the Certificate of Occupancy for the Demised Premises, and Lessee shall not suffer or permit the

Demised Premises or any part thereof to be used in any manner, or anything to be done therein or anything to be brought into or kept therein which, in the reasonable judgment of Lessor, shall in any way impair or tend to impair the character, reputation or appearance of the Demised Premises. Lessee shall not violate, or permit the violation of, any condition imposed by any insurance policy relating to the Demised Premises and shall not do, or permit anything to be done in the Demised Premises which might subject Lessor to any liability or responsibility for personal injury or death or property damage. In the event of a violation by Lessee of this provision, Lessor, at its option may treat the same as a material breach of this Lease by Lessee.

ARTICLE 6

REPAIRS

6.01 Lessee to Make All Repairs. Lessee agrees to keep in good order and repair: (a) all structural portions of the Demised Premises, including all windows (b) every part of the Demised Premises (interior or exterior), (c) all lines, pipes, and wires located in, on or upon the Demised Premises, and (d) all mechanical, electrical, plumbing and sprinkler systems, if any and equipment serving the Premises. Lessee shall be responsible for all operation, maintenance, alteration and repair of the Demised Premises including but not limited to the maintenance, repair and rehabilitation of the roof, the building-wide mechanical systems servicing the Building, the foundations and the structural elements of the Building, provided, however, if such repair is necessitated by reason of Lessor's negligent acts or omissions, then the same shall be performed by Lessor at its cost and expense.

6.02 Kind and Quality of Lessee's Repairs. Lessee's repairs, restorations and replacements shall be in quality and class equal to the original work or installations. If Lessee fails to commence making such repairs, restoration or replacements (collectively, "***Repairs***") within ten (10) days after delivery of notice to Lessee requiring such Repair, the same may be made by Lessor and such expense shall be collectible as Additional Rent and shall be paid by Lessee within ten (10) days after rendition of a bill therefor. Notwithstanding the foregoing, in the event Lessee is required to make any Repairs precipitated by either (i) an emergency situation; or (ii) presence of a dangerous and/or hazardous condition; then if Lessee does not repair and/or replace immediately, Lessor may make such Repairs on Lessee's behalf and charge Lessee for the cost of same due and payable within ten (10) days of written notice as Additional Rent.

ARTICLE 7

ALTERATIONS AND INSTALLATIONS

7.01 Lessee's Alterations. Lessee may make alterations, installations, additions or improvements in or to the Demised Premises (the "***Lessee's Alterations***") with Lessor's prior

consent, which consent shall not be unreasonably withheld or delayed. Any such Lessee's Alterations shall be done at Lessee's expense. Lessee shall, upon request by Lessor, obtain and deliver to Lessor written, unconditional waivers of mechanic's or other liens on the Demised Premises signed by all architects, engineers, contractors, mechanics and designers to become involved in such work. Lessee shall also provide, at Lessor's request, such completion bonds or other financial security as Lessor shall require to guarantee completion of Lessee's Work and payment of all contractors and suppliers utilized in connection therewith.

7.02 Additional Rights to Lessee. Lessee shall have the right to install and/or run additional utility and cable lines, driveways and other facilities reasonable required by Lessee to the extent necessary for the operation and development of its business without prior consent from Lessor. Notwithstanding the foregoing, Lessee shall use commercially reasonable efforts to restore the Demised Premises to the condition existing prior to such work.

Any such approved Lessee's Alterations shall be performed in accordance with the foregoing, and the following provisions of this ARTICLE 7.

- (1) All work shall be done in a good and workmanlike manner.
- (2) Lessee's contractor, and any subcontractor, shall agree to employ only such labor as will not result in jurisdictional disputes or strikes.
- (3) Lessee's Work shall be subject to periodic inspection during its progress by representatives of Lessor who shall be permitted access to the Demised Premises and the opportunity to inspect, at all reasonable times, but this provision shall not in any way whatsoever create any obligation on Lessor to conduct such an inspection.
- (4) Prior to commencement of any work, Lessee shall furnish to Lessor certificates (or by providing an umbrella policy, if applicable) evidencing the existence of: (i) workmen's compensation insurance covering all persons employed for such work; and (ii) reasonable comprehensive general liability and property damage insurance naming Lessor, its mortgagee(s), and designees and Lessee as insureds, with coverage of at least Three Million Dollars (\$3,000,000.00) single limit, which may include umbrella coverage.
- (5) Before commencing any Lessee Alterations, Lessee shall furnish to Lessor such bonds for payment and completion or such other security for completion thereof and payment therefor as Lessor shall require and in such form as is satisfactory to Lessor. In lieu of bonding, Lessee may obtain other security acceptable to Lessor at its discretion.

Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no mechanics or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of Lessor in and to the Demised Premises.

7.03 Mechanics Lien. Any mechanic's lien filed against the Demised Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Lessee, shall be discharged or bonded by Lessee, at Lessee's expense, within forty-five (45) days after such filing by payment, filing of the bond required by law or otherwise. Lessee shall have the right to contest the validity or amount of any such claim or lien, provided that the payment of such amount is bonded during the pendency of such contest, but upon the final determination of such contest the party responsible for such lien shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released at Lessee's expense.

7.04 Lessee's Records. Lessee shall keep records of any Lessee's Alterations, costing in excess of Fifty Thousand Dollars (\$50,000.00) and of the cost thereof. Lessee shall, upon demand by Lessor, furnish to Lessor copies of such records and costs, if Lessor shall require the same, in connection with any proceeding to reduce the assessed valuation of the Demised Premises or as otherwise required by Lessor.

ARTICLE 7A REAL ESTATE TAXES

7A.01 The term **“Real Estate Taxes”** shall mean any and all taxes, payments in lieu of taxes, assessments, charges, levies, fees and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, without limitation, business improvement district taxes, assessments for off-site public improvements for the benefit of the Demised Premises, which shall be laid, assessed, levied or imposed upon the Demised Premises or any part thereof and which are payable at any time or from time to time during the term hereof, and all gross receipts taxes, rent taxes, business taxes and occupancy taxes, and shall include all of Lessor's reasonable administrative costs and any and all costs, including reasonable attorneys' fees and disbursements, incurred by Lessor in contesting or negotiating the taxes with any governmental authority, excepting only franchise, estate, inheritance, succession, capital levy, transfer, net income and excess profits taxes imposed upon Lessor (and not otherwise in lieu of Real Estate Taxes). The amounts required to be paid by Lessor or any Lessee or occupant of the Demised Premises pursuant to any Payment in Lieu of Tax Agreement entered into with a taxing authority having jurisdiction over the Demised Premises shall be considered for the purposes of this Lease to be included within the definition of Real Estate Taxes. The term “assessments” as used in the foregoing definition of Real Estate Taxes, shall be deemed to include the costs of all road, highway and transportation improvements (including, without limitation, traffic signals and systems) installed and paid for by Lessor.

7A.02 Lessor and Lessee recognize and acknowledge that there may be changes in the current real property tax system and that there may be imposed new forms of taxes, assessments, charges, levies and/or fees, or there may be an increase in certain existing taxes, assessments, charges, levies and/or fees placed on, or levied in connection with, the ownership, leasing, occupancy or operation of the Demised Premises. All such new or increased taxes, assessments, charges, levies or fees which are imposed and/or increased shall also be included within the meaning of "Real Estate Taxes". With respect to any general or special assessment which may be levied against or upon the Demised Premises and which under the laws then in force may be evidenced by improvement or other bonds, or may be paid in periodic installments, there shall be included within the meaning of "Real Estate Taxes" with respect to any tax fiscal year only the amount currently payable on such bond for such tax fiscal year, or the periodic installment for such tax fiscal year.

7A.03 Lessee agrees to pay, as Additional Rent, all Real Estate Taxes incurred by Lessor as a result of ownership of the Demised Premises during the Term or any Renewal Term from and after the Commencement Date. Real Estate Taxes shall be paid by Lessee to Lessor in equal monthly installments on the first day of each calendar month of the Term in an amount equal to one-twelfth (1/12th) of said Real Estate Taxes as estimated by Lessor, which estimate Lessor shall have the right to change, from time to time, upon written notice to Lessee. The amount due for any partial month or Lease Year shall be prorated accordingly.

7a.04 Within ninety (90) days after the end of Lessor's fiscal year, Lessor shall furnish Lessee with a written statement in reasonable detail showing the actual amount of said Real Estate Taxes applicable to the Demised Premises and of Lessee's Proportionate Share thereof for the preceding fiscal year ("**Actual Taxes**"). If the Actual Taxes exceed the aggregate of Lessee's monthly payments for the fiscal year, Lessee shall pay to Lessor any deficiency due Lessor within fifteen (15) days after receipt of said statement by Lessee. If Lessee's aggregate monthly payments exceed the Actual Taxes, then provided Lessee is not in default of its obligations hereunder, (i) any surplus paid by Lessee shall be credited against the next ensuing monthly installment(s) of Lessor's estimate of Real Estate Taxes, or (ii) if any such excess remains at the end of the Term or any Renewal Term, if applicable, such excess shall be refunded to Lessee within thirty (30) days following the expiration of the Term or any Renewal Term, as applicable. The obligations of Lessor and Lessee to make the foregoing adjustment shall survive the expiration or earlier termination of this Lease.

ARTICLE 8

COMPLIANCE WITH LAW

8.01 Lessee's Compliance. Other than as set forth herein, Lessee shall, at its expense,

comply with all Applicable Laws respecting the Demised Premises, whether the same shall be imposed upon the Lessor, the Lessee, the Land, the Building or otherwise. Lessee's obligations hereunder shall include, without limitation, compliance with all Applicable Laws pertaining Applicable Laws with respect to the "American Disability Act"; and (iv) in connection with Hazardous Substances as well as other environmentally unsafe conditions.

8.02 Lessee Contest. Lessee, at Lessee's expense, may contest, in any manner permitted by law, the validity or the enforcement of any Applicable Laws with which Lessee is required to comply pursuant to this Lease, and may defer compliance therewith provided that: (i) such non-compliance shall not subject Lessor to criminal prosecution or subject the Demised Premises to lien or sale; (ii) such non-compliance shall not be in violation of any fee mortgage, or of any ground or underlying lease or any mortgage thereon; (iii) Lessee shall first deliver to Lessor a surety bond issued by a surety company of recognized responsibility, or other security satisfactory to Lessor, indemnifying and protecting Lessor against any loss or injury by reason of such non-compliance; and (iv) Lessee shall promptly and diligently prosecute such contest. Lessor, without expense or liability to it, shall cooperate with Lessee and execute any documents or pleadings required for such purpose, provided that Lessor shall reasonably be satisfied that the facts set forth in any such documents or pleadings are accurate.

ARTICLE 9

LESSEE'S PROPERTY

9.01 Lessee's Property. Notwithstanding anything to the contrary herein, the Fosber Corrugator, and any and all corrugators and converting and finishing equipment, any and all sheet feeders, all corrugated packaging facilities and all other trade fixtures, furniture and furnishings, whether the same are attached to, used in connection with or built into the Demised Premises at any time during the Lease Term ("Trade Fixtures"), shall remain the property of Lessee and the same may be removed by Lessee regardless of whether the Trade Fixtures were installed by Lessor or Lessee.

9.02 Removal at the end of the Lease Term. At the end of the Lease Term, any Trade Fixtures shall be removed by Lessee, at Lessee's expense, and Lessee shall repair and restore the Demised Premises to its condition (reasonable wear and tear excepted) before such installation and repair any damage resulting from such removal. If any of Lessee's Property which Lessee shall have the right to remove shall not be removed on or prior to the expiration of the Lease Term, Lessor shall have the right to remove the property and to dispose of the same without accountability to Lessee at the expense of Lessee. In case of any damage to the Demised Premises resulting from the removal of the property, Lessee shall repair such damage or, in default thereof, shall reimburse Lessor for Lessor's cost in repairing such damage. This obligation shall survive any expiration or earlier termination of this Lease. Any of Lessee's Property not removed by Lessee on or prior to the expiration of the Lease Term, and not disposed of by Lessor shall be deemed abandoned by Lessee and shall become the property of the Lessor.

9.03 Lessee Financing. Lessor acknowledges that Lessee may, from time to time, during the Lease Term as extended, obtain financing which shall require that Lessee deliver to its lenders, including any banking, insurance, or other lender (collectively, ***“Lessee’s Lender”***) a Collateral Assignment of Leasehold Interest, duly executed by Lessor. Lessor agrees to deliver its consent thereto (“Lessor’s Consent”). Lessor agrees, it shall not under any circumstances unreasonably withhold or delay its consent to a Collateral Assignment. Within ten (10) days of request by Lessee, Lessor shall execute and deliver to Lessee’s Lender, an agreement which, among other things (i) recognizes the rights of Lessee’s Lender to recover upon any assets of Lessee located on the Premises, before or after any default by Lessee under the Lease, (ii) permits Lessee’s Lender to enter into and occupy the Premises for a period of up to 90 days, before or after default under the Lease for the purposes of enforcing Lessee’s Lender’s rights against Lessee, so long as Lessee’s Lender pays use and occupancy charges for each day of such occupancy equal to the per diem rent chargeable under the Lease, (iii) permits Lessee’s Lender to remove from the Demised Premises any collateral of Lessee’s Lender, (iv) requires Lessor to give Lessee’s Lender notice of any default under the Lease by Lessee, (v) permits Lessee’s Lender to cure such default within fifteen (15) days after receipt of such notice, and (vi) contains such other provisions as are customary in agreements of this nature. If, in connection with obtaining financing or refinancing, Lessee’s Lender shall request reasonable modifications to this Lease as a condition to such financing or refinancing, Lessor shall not unreasonably withhold, delay, or defer its consent thereto, provided that such modifications do not materially increase the obligation, or materially decrease the rights, of Lessor hereunder. Lessor, at any time and from time to time, upon at least ten (10) days prior notice by Lessee, shall execute, acknowledge and deliver to Lessee and/or any other person, firm or corporation specified by Lessee, a statement certifying that 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 stating the modifications), stating the dates which the Base Rent and Additional Rent have been paid, stating whether or not there exists any defaults by Lessee under this Lease, and, if so, specifying each such default and such other information as shall be requested by Lessee.

ARTICLE 10

UTILITIES AND SERVICES

10.01 Lessee responsible for all Utilities. Lessee shall pay for all usage of electricity, water, telephone, internet, and gas, if any, used in connection with the Demised Premises. Lessee’s usage shall be paid by Lessee contracting directly with the public utility or company furnishing electricity, water, telephone, internet, and gas, if any to the Premises. Building and water if any.

10.02 Services. Lessee shall be responsible for the maintenance, janitorial, cleaning, rubbish and refuse removal, window washing, heating, ventilation and air conditioning, landscaping, snow removal and maintenance of the driveways and grounds of the Demised Premises.

10.03 Exculpation of Lessor for Utilities and Services. Lessor shall not be liable for any services or utilities. Lessee shall not be entitled to any damages nor shall such failure abate or suspend Lessee's obligations to pay the Rents or constitute or be construed as a constructive or other eviction of Lessee. If any governmental entity promulgates or revises any law, or issues guidelines or mandatory controls relating to the use or conservation of energy, water, gas, light or electricity, the reduction of automobile or other emissions or the provision of any other utility or service, Lessee shall take any and all appropriate action to comply with such provisions of law, guidelines or mandatory controls, including the making of alterations to the Demised Premises and no actions in response to such law, guidelines or mandatory controls shall entitle Lessee to any damages, abate or suspend Lessee's obligation to pay the Rents or constitute or be construed as a constructive or other eviction of Lessee.

10.04 No Other Services. Lessor will not be required to furnish any services, unless specifically provided for in this Lease.

ARTICLE 11 **INSURANCE**

11.01 Property Insurance. Lessee shall maintain "All Risk" casualty insurance providing fire and other casualty coverage for the Demised Premises, with a replacement cost endorsement, in the amount of the Full Replacement Cost (as defined below) of the Demised Premises and at Lessee's expense, "All Risk" casualty insurance, insuring Lessee's Property and the Fixtures with a replacement cost endorsement, in the amount of the Full Replacement Cost of that property.). As used in this Lease, the ***"Full Replacement Cost"*** of the Building shall mean its replacement cost excluding (a) footings and foundations and (b) personal property and fixtures that Lessees are contractually required to insure.

11.02 Liability Insurance. Lessee, at its expense, shall maintain comprehensive general liability insurance, including, contractual liability, with respect to the Demised Premises, the use and occupancy by Lessee and conduct or operation of business therein, with a combined single-limit coverage of not less than Three Million Dollars (\$3,000,000.00) (which may be carried in the form of an umbrella policy). Lessor may, from time to time, but not more frequently than once every year, increase the policy amount to be maintained by Lessee hereunder as Lessor deems necessary to maintain adequate liability coverage.

11.03 Policy Requirements. Lessor, and its designees and its and their officers and employees, each superior lessor and each mortgagee whose name and address shall have been furnished to Lessee shall be designated as additional insured parties on each insurance policy required to be carried by Lessee under this ARTICLE 11. Lessee shall deliver to Lessor fully paid-for policies or certificates of insurance for the insurance coverage required by this ARTICLE 11, in form satisfactory to Lessor, issued by the insurance company or its

authorized agent (each a “Certificate”), on or before the Lease Commencement Date. Lessee shall procure and pay for renewals of such insurance from time to time before expiration and deliver to Lessor a renewal policy or renewal Certificate at least ten (10) business days before the expiration of any existing policy. At Lessor’s request, Lessee shall also deliver insurance policies or Certificates to additional insured parties other than Lessor. All policies required to be carried by Lessee hereunder shall be issued by companies of recognized responsibility, acceptable to Lessor, maintaining a rating of A-XII or better in Best’s Insurance Reports - Property - Casualty (or an equivalent rating on any successor index adopted by Best’s), and licensed to do business in Ohio. All such policies shall provide that they cannot be canceled or materially modified unless Lessor, each superior lessor and each mortgage named as an additional insured party are given at least thirty (30) days’ prior written notice of such cancellation or modification.

11.04 Primary Insurance. Lessee acknowledges that upon the occurrence of any event, damage or liability respecting which insurance coverage shall be applicable pursuant to either casualty or liability insurance referred to herein provided by Lessee, such insurance provided by the Lessee hereunder shall be deemed the primary insurance for purposes of making claims with respect thereto, provided, however, that Lessor, at its option, may make its claims with respect to any insurance coverage without regard to this provision.

ARTICLE 12

DAMAGE OR DESTRUCTION

12.01 Restoration. If the Demised Premises is damaged or destroyed by fire or other casualty, and if this Lease is not terminated as provided in this ARTICLE 12, Lessor shall repair the damage and restore or rebuild the Demised Premises (except for Lessee’s Property, but including Fixtures which are Lessee’s Property to the extent Lessor receives insurance proceeds from either Lessor or Lessee’s insurance or funds from Lessee sufficient to complete repair, restoration or rebuilding of the Fixtures), after notice to Lessor of the damage or destruction and the collection of substantially all of the insurance proceeds receivable on account of the casualty; provided that in no event shall Lessor be required to expend on such repair, rebuilding or restoration amounts in excess of the total insurance proceeds collected on account of the casualty. Notwithstanding the foregoing, Lessor shall have no obligation to so repair, restore or rebuild Lessee’s Property, for damages which shall have been the sole responsibility of Lessee. Proceeds of insurance policies providing coverage of Fixtures shall be paid directly to Lessor. Concurrently with the payment to Lessor of such insurance proceeds attributable to Fixtures, Lessee shall pay to Lessor, as Additional Rent, the amount, if any, by which the cost of repairing, restoring and/or rebuilding the Fixtures (as reasonably estimated by a reputable contractor designated by Lessor) exceeds the insurance proceeds attributable to the Fixtures plus any additional sums paid or incurred by Lessor in repairing, restoring and/or rebuilding the Fixtures if Lessee desires to continue the use of such fixtures, then, upon completion of the repair or restoration, Lessor shall return the excess to Lessee.

12.02 Rent Abatement. Anything herein to the contrary notwithstanding, and subject to

Section 12.03 hereof, if the Demised Premises shall be damaged or destroyed or rendered completely or partially untenantable by fire or other casualty, or if damage to the Demised Premises by fire or casualty deprives Lessee of reasonable access to the Demised Premises for more than three (3) consecutive business days, the Base Rent shall be abated or reduced, as the case may be, in the proportion that the untenantable portion of the Demised Premises bears to the total rentable area of the Demised Premises, for the period from the date of the damage or destruction to the date that any damage to the Demised Premises (exclusive of Lessee's Property) has been substantially repaired, except for minor incorrect or incomplete details of construction, mechanical adjustment or decoration that do not materially interfere with Lessee's use of the Demised Premises, and Lessee has reasonable access to the Demised Premises; provided, however, that if in Lessor's reasonable judgment such repairs would have been substantially completed at an earlier date but for Lessee having failed to cooperate reasonably with Lessor in effecting such repair, or if Lessee reoccupies all or part of the untenantable portion of the Demised Premises for the conduct of its business prior to the date that repairs are substantially completed, and the Demised Premises shall be deemed to have been substantially repaired on such earlier date and any reduction or abatement of Rents shall cease as of such earlier date.

12.03 Exception to Abatement. Lessee shall not receive any abatement or reduction of Rents if: (a) the Demised Premises are untenantable due to damage or loss of access for a period of five (5) consecutive business days or less; (b) Lessor provides other space reasonably suited for the temporary conduct of Lessee's business (but Lessor shall have no obligation to provide such other space); or (c) by reason of some act or omission on the part of the Lessee its subtenant or assignee, or its or their partners, directors, officers, servants, employees, agents or contractors, either: (i) Lessor (or any successor in interest to Lessor) is unable to collect all of the insurance proceeds (including, without limitation, any rent insurance proceeds, if either Lessor or Lessee shall maintain rent insurance) for damage or destruction of the Demised Premises or the Building, by fire or other casualty; or (ii) the Demised Premises or the Building was damaged or destroyed or rendered completely or partially untenantable due to fire or other casualty and loss of Base Rent is not covered by any rental loss insurance which Lessor may maintain. Collection of any rent by Lessor under the circumstances described in subsection (c) of this Section 12.03 shall not preclude Lessor from seeking damages from Lessee or exercising other remedies it may under this Lease or under law.

12.04 Lessor's Election to Terminate. If: (i) the Building or the Demised Premises is totally destroyed by fire or other casualty; or (ii) the Building is so damaged (whether or not the Demised Premises are damaged or destroyed) that its repair or restoration requires the expenditure (as estimated by a reputable contractor or architect designated by Lessor) of more than twenty percent (20%) of the full replacement cost of the Building immediately before the casualty; or (iii) less than two (2) years remain in the Lease Term at the time of the fire or other casualty and the time necessary to rebuild or repair the Building, in the opinion of a reputable contractor selected by Lessor, would exceed ninety (90) days or (iv) Lessor would be required under Section 12.02 hereof to abate or reduce the Base Rent for a period in excess of six (6) months if rebuilding or repairs were undertaken, then, in any of such cases, Lessor may terminate this Lease by giving Lessee notice to such effect within ninety (90) days after the date of the casualty. This Lease shall terminate on the date specified in Lessor's notice.

12.05 Lessee's Election to Terminate. Lessee shall have the right to terminate this Lease in the event of one of the following occurrences: (i) if the Building or the Demised Premises is destroyed or damaged by fire or other casualty such that Lessee is deprived of access to the Demised Premises or the use and occupancy thereof and a reputable contractor or architect designated by Lessor estimates in a notice provided to Lessee by Lessor within ninety (90) days after the casualty that the Building or the Demised Premises is damaged to such an extent that Lessee will be deprived of access to the Demised Premises or use and occupancy of the Demised Premises for a period in excess of ninety (90) days or (ii) more than fifty percent (50%) of the Demised Premises are destroyed or damaged by fire or other casualty as determined by a reputable contractor or architect designated by Lessor, then Lessee may terminate this Lease by giving Lessor notice within thirty (30) days after delivery of such contractor's or architect's estimate or notice, whereupon this Lease shall terminate as of the date of the casualty. If the Building or the Demised Premises is destroyed or damaged by fire or other casualty and the said architect or contractor has estimated (in a notice delivered to Lessee pursuant to the previous sentence) that Lessee will be deprived of access to the Demised Premises or use and occupancy of the Demised Premises for a period of ninety (90) days or less, but the Demised Premises and access thereto and the use and occupancy thereof are not actually restored within ninety (90) days from the date (the "Untenantability Date"), that Lessee is first deprived of such access or use and occupancy due to such casualty (the "Outside Date"), Lessee may terminate this Lease as of the Untenantability Date by giving Lessor notice within thirty (30) days after the Outside Date. Notwithstanding anything to the contrary, if during the last two years of the Lease Term, there is a fire or other casualty in the Demised Premises which causes significant damage to the Demised Premises, then Lessee may terminate this Lease within thirty (30) days of the date of casualty.

12.06 Business Interruption. Without limiting Lessee's right to rent abatement as provided in Section 12.02 hereof, if applicable, or to terminate as provided in Section 12.05 hereof, Lessee shall not be entitled to terminate this Lease, and no damages, compensation or claim shall be payable by Lessor, for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises pursuant to this ARTICLE 12. Lessor shall exert reasonable efforts to make such repair or restoration promptly and in such a manner as not to interfere unreasonably with Lessee's use and occupancy of the Demised Premises, but Lessor shall have no obligation to perform such work on an overtime or premium-pay basis.

12.07 Lessee's Property. Lessor will not carry separate insurance of any kind on Lessee's Property, and, except as provided by law or by reason of its breach of any of its obligations hereunder, shall not be obligated to repair any damage thereto or replace the same. Lessee shall maintain insurance on Lessee's property, and Lessor shall not be obligated to repair any damage thereto or replace the same except as otherwise provided in this Lease.

12.08 First Look to Insurance. Lessor and Lessee shall each look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty.

ARTICLE 13

CONDEMNATION

13.01 Complete Taking. In the event that the whole of the Demised Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the Lease Term and estate hereby granted shall cease and terminate as of the date of vesting of title. Lessor represents that as of the date hereof, it has received no notice of any condemnation proceedings against the Building.

13.02 Partial Taking. In the event that only a part of the Demised Premises shall be condemned or taken, then, effective as of the date of vesting of title, the Base Rent and Additional Rent shall be abated in an amount thereof apportioned according to the area of the Demised Premises so condemned or taken. In the event that only a part of the Building shall be so condemned or taken, whether or not the Demised Premises is affected, then (a) Lessor may, at Lessor's option, terminate the Lease Term as of the date of such vesting of title by notifying Lessee in writing of such termination within sixty (60) days following the date on which Lessor shall have received notice of vesting of title, or (b) if such condemnation or taking shall be of a substantial part of the Demised Premises or of a substantial part of the means of access thereto, Lessee may, at Lessee's option, by delivery of notice in writing to Lessor within thirty (30) days following the date on which Lessee shall have received notice of vesting of title, terminate the Lease Term as of the date of vesting of title, or (c) if neither Lessor nor Lessee elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that the Base Rent payable hereunder and Additional Rent payable shall be abated to the extent hereinbefore provided in this ARTICLE 13. In the event that only a part of the Demised Premises shall be so condemned or taken and the Lease Term and estate hereby granted with respect to the remaining portion of the Demised Premises are not terminated as hereinbefore provided, Lessor will, with reasonable diligence and at Lessor's expense, restore the remaining portion of the Demised Premises, as nearly as practicable, to the same condition as it was in prior to such condemnation or taking.

13.03 Abatement Upon Termination. In the event of its termination in any of the cases hereinbefore provided, the Lease Term and estate hereby granted shall expire as of the date of such termination with the same effect as if that were the Expiration Date, and the Base Rent and Additional Rent payable hereunder shall be apportioned as of such date.

13.04 Limited Taking. In the event of any taking of less than the whole of the Building which does not result in a termination of this Lease, or in the event of a taking for a temporary use or occupancy of all or any part of the Demised Premises which does not result in a termination of this Lease, Lessor, at Lessor's expense, and whether or not any award(s) shall be sufficient for the purpose, shall proceed with reasonable diligence to repair, alter and restore the remaining parts of the Building and the Demised Premises to substantially their former condition to the extent that the same may be feasible and so as to constitute a complete and tenantable

Building and Demised Premises.

13.05 Award. In the event of any condemnation or taking hereinbefore mentioned of all or a part of the Building, Lessor shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Lessee, and Lessee hereby expressly assigns to Lessor any and all rights, title and interest of Lessee, now or thereafter arising in or to any such award or any part thereof, and Lessee shall be entitled to receive no part of such award. Notwithstanding the foregoing, Lessee shall be entitled to make a claim against the condemning authority for moving expenses, relocation expenses, personal property, trade fixtures and equipment and provided such claim does not reduce any award to which Lessor is entitled or which Lessor may obtain.

13.06 Other Taking By Law. In the event of any part of the Demised Premises be taken to effect compliance with any Applicable Laws other than in the manner hereinabove provided in this ARTICLE 13, then, (i) if such compliance is the obligation of Lessee under this Lease, Lessee shall not be entitled to any diminution or abatement of Rents or other compensation from Lessor therefor, but (ii) if such compliance is the obligation of Lessor under this Lease, the Base Rent hereunder and Additional Rent shall be adjusted in the same manner as is provided in Section 13.02 hereof according to the reduction in rentable area of the Demised Premises resulting from such taking.

ARTICLE 14

RIGHTS OF LESSOR

14.01 Access by Lessor. Lessor and its agents shall have the right to enter or pass through the Demised Premises at reasonable times: (a) to examine the Demised Premises and to show them to actual and prospective lenders, purchasers, lessors, and lessees of the Building and (b) to make repairs, alterations, additions and improvements in the Demised Premises, the Building or Building facilities and equipment. Any entry by Lessor shall be made on reasonable advance oral notice, except in emergency situations. In exercising its rights under this Section 14.01, Lessor shall take reasonable measures (without requiring the use of overtime or premium pay labor) to avoid unnecessary interference with Lessee's use and occupancy of the Demised Premises. Lessor shall have a pass key to the Demised Premises and shall be allowed to bring materials and equipment into the Demised Premises as required in connection with repairs, alterations, additions and improvements, without any liability to Lessee and without any reduction of Lessee's covenants and obligations.

14.02 Entry Before End of Term. If during the last month of the Lease Term, neither Lessee nor any permitted sublessee is occupying the Demised Premises, and if Lessee shall have removed all or substantially all of Lessee's Property from the Demised Premises, Lessor may, without notice to Lessee, immediately enter the Demised Premises and alter, renovate and decorate the same, without liability to Lessee and without reducing or otherwise affecting Lessee's covenants and obligations hereunder.

14.03 Other Rights. The enumeration of rights of Lessor in this ARTICLE 14 is not all inclusive, and shall not be construed to preclude or limit other rights reserved to Lessor by this Lease or by law.

ARTICLE 15

ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

15.01 Prohibition. Lessee shall not, whether voluntarily, involuntarily, by operation of law, or otherwise: (a) assign or otherwise transfer this Lease or the term and estate hereby granted, (b) sublet the Demised Premises or any part thereof or allow the same to be used or occupied by others or in violation of this ARTICLE 15, (c) mortgage, pledge, encumber or otherwise hypothecate this Lease or the Demised Premises or any part thereof in any manner or permit any lien to be filed against this Lease, the Demised Premises or the Building, except Lessee may freely encumber without Lessor's consent its Lessee's Trade Fixtures (d) advertise, or authorize a broker to advertise, for a sublessee or an assignee, without, in each instance, obtaining the prior consent of Lessor, except as otherwise expressly provided in this ARTICLE 15 or (e) grant any license affecting any portion of the Demised Premises. For purposes of this ARTICLE 15 (i) the transfer of a majority of the issued and outstanding capital stock of any corporate Lessee, or of a corporate sublessee, or the transfer of a majority of the total interest in any partnership, limited liability company, or any other legal entity which is a Lessee or sublessee, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease, or of such sublease, as the case may be, except that the transfer of the outstanding capital stock of any corporate Lessee, or sublessee shall be deemed not to include the sale of such stock by persons or parties, through the "over-the-counter market" or through any recognized stock exchange other than those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended, (ii) a takeover agreement shall be deemed a transfer of this Lease, (iii) any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this ARTICLE 15, and (iv) a modification, amendment or extension of this Lease shall be deemed a sublease.

15.02 Prohibition Inapplicable. The provisions of Section 15.01 hereof shall not apply to transactions with a corporation into or with which Lessee is merged or consolidated or with an entity to which substantially all of Lessee's assets are transferred (provided such merger or transfer of assets is for a good business purpose and not principally for the purpose of transferring the leasehold estate created hereby, and, provided further, that the assignee has a net worth at least equal to or in excess of the net worth of Lessee immediately prior to such merger or transfer) or, if Lessee is a partnership, with a successor partnership.

15.03 Assignee's Assumption. Any assignment or other transfer made with Lessor's consent as required by Section 15.01 hereof, shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Lessor a recordable agreement in

form and substance reasonably satisfactory to Lessor, whereby the assignee shall assume the obligations and performance of this Lease and agree to be personally bound by and upon all of the provisions hereof on the part of Lessee to be performed and whereby the assignee shall agree that the provisions of Section 15.01 hereof shall, notwithstanding such an assignment or transfer, continue to be binding upon it in the future. Notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Base Rent by Lessor from an assignee, transferee or any other party, Lessee shall remain fully and primarily liable for the payment of the Rents due and to become due under this Lease and for the performance of all of the provisions of this Lease on the part of Lessee to be performed.

15.04 Assignor's Continuing Liability. The liability of Lessee, and the due performance by Lessee of the obligations on its part to be performed, under this Lease, shall not be discharged, released or impaired in any respect by an agreement or stipulation made by Lessor or any grantee or assignee of Lessor, by way of mortgage, or otherwise, extending the time of, or modifying any of the obligations contained in this Lease, and Lessee shall continue to be liable hereunder. If any such agreement or modification operates to increase the obligations of a Lessee under this Lease, the liability under this Section 15.04 of the Lessee named in this Lease or any of its successors in interest, (unless such party shall have expressly consented in writing to such agreement or modifications) shall continue to be no greater than if such agreement or modification had not been made.

15.05 Conditions For Lessor's Consent. Lessor shall not unreasonably withhold or delay its consent to an assignment of this Lease or a subletting of the whole or any part of the Demised Premises for substantially the remainder of the Lease Term, provided:

15.05.1 Lessee shall furnish Lessor with the name and business address of the proposed sublessee or assignee, information with respect to the nature and character of the proposed sublessee's or assignee's business or activities, such references and current financial information with respect to net worth, credit and financial responsibility as are reasonably satisfactory to Lessor, and an executed counterpart of the sublease or assignment agreement;

15.05.2 The proposed subLessee or assignee is a reputable party whose financial net worth, credit and financial responsibility is reasonably satisfactory to Lessor;

15.05.3 The nature and character of the proposed sublessee or assignee, its business or activities and intended use of the Demised Premises is, in Lessor's judgment, in keeping with the standards of the Building on which the Demised Premises are located;

15.05.4 The proposed sublessee or assignee is not a party who dealt with Lessor (directly or through a broker) with respect to the Demised Premises during the six (6) months immediately preceding Lessee's request for Lessor's consent;

- 15.05.5 All costs incurred with respect to providing reasonably appropriate means of ingress and egress from the sublet space or to separate the sublet space from the remainder of the Demised Premises shall, subject to the provisions hereof, with respect to alterations, installations, additions or improvements, be borne by Lessee;
- 15.05.6(i) The sublessee or assignee, as the case may be, shall consent that it will not have the right to a further assignment thereof or sublease or assignment thereunder, or to allow the Demised Premises to be used by others, without the consent of Lessor in each instance and (ii) a consent by Lessor to an assignment or sublease shall not be deemed or construed to modify, amend or affect the provisions of this Lease, or Lessee's obligations hereunder, which shall continue to apply to the Demised Premises involved, and the occupants thereof, as if the sublease or assignment had not been made;
- 15.05.7 With respect to each and every sublease authorized by Lessor under the provisions of this ARTICLE 15, it is further agreed that, (i) the term of the sublease must end no later than one (1) day before the last day of the Lease Term; (ii) no sublease shall be valid, and no sublessee shall take possession of all or any part of the Demised Premises until a fully executed counterpart of such sublease has been delivered to Lessor; (iii) each sublease shall provide that it is subject and subordinate to this Lease and to all mortgages and superior leases; (iv) Lessor may enforce the provisions of the sublease, including collection of Rents; (v) in the event of termination of this Lease or reentry or repossession of the Demised Premises by Lessor, Lessor, may at its option, take over all of the right, title and interest of Lessee, as sublessor, under such sublease, and such sublessee shall, at Lessor's option, attorn to Lessor, but nevertheless Lessor shall not (A) be liable for any previous act or omission of Lessee under such sublease; (B) be subject to any defense or offset previously accrued in favor of the sublessee against Lessee; or (C) be bound by any previous modification of such sublease made without Lessor's written consent or by any previous prepayment of more than one (1) month's rent;
- 15.05.8 Lessee shall, together with requesting Lessor's consent hereunder, have paid Lessor any costs incurred by Lessor to review the requested consent, including any reasonable attorneys' fees incurred by Lessor; (i) Lessee shall, together with requesting Lessor's consent hereunder, deposit (or shall cause its sublessee to deposit) with Lessor an amount equal to two (2) month's Base Rent to be maintained by Lessor as a security deposit hereunder pursuant to a security deposit agreement in a form and substance reasonably satisfactory to Lessor.
- 15.05.9 In the case of a subletting of a portion of the Demised Premises, the

portion so sublet shall be regular in shape and suitable for normal renting purposes and such subletting will not result in more than three (3) entities (including Lessee) occupying the Demised Premises;

15.05.10 Any proposed assignment shall be for a consideration which shall reflect the fair market value of the leasehold represented by this Lease, and any proposed subletting shall be at a rental rate not less than the rental rates then being charged under leases for comparable space in the area.

15.06 Lessee's Payment to Lessor. Upon Lessor's request, Lessee shall as a condition to any assignment or sublease pay to Lessor, as Additional Rent:

15.06.1 In case of an assignment, an amount equal to fifty percent (50%) of any consideration paid or payable, directly or indirectly, by the assignee for such assignment exclusive of the amount of the fair market value of any property or rights sold or transferred by Lessee to the assignee in connection with such assignment; and

15.06.2 In the case of a sublease, fifty percent (50%) of any rents, additional charges or other consideration payable under the sublease, or otherwise, directly or indirectly to Lessee by the sublessee which is in excess of the Base Rent and Additional Rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Lessee hereunder) pursuant to the terms hereof excluding the amount of the fair market value of any property or rights sold or transferred by Lessee to the assignee in connection with such assignment.

15.07 Miscellaneous.

15.07.1 Lessee shall no less than thirty (30) days prior to the effective date of any contemplated assignment (except under Section 15.02 hereof), deliver to Lessor a duplicate original of such assignment, and all ancillary agreements with the proposed assignee, and Lessor shall then have the right to elect, by notifying Lessee within thirty (30) days of such delivery, to (i) terminate this Lease, as of such effective date as if it were the expiration date set forth in this Lease or (ii) accept an assignment of this Lease from Lessee, and Lessee shall then promptly execute and deliver to Lessor, or Lessor's designee if so elected by Lessor, in form reasonably satisfactory to Lessor, an assignment which shall be effective as of such effective date. If Lessor shall exercise the said right of election, then Lessor shall, in consideration therefor, pay to Lessee fifty percent (50%) of any consideration paid or payable by the assignee for such assignment, excluding from such calculation the amount of the fair market value of any property or rights sold or transferred by Lessee to the assignee in

connection with such assignment which amount shall belong to Lessee; and Lessee shall be released from any obligations or liabilities arising hereunder or in connection herewith accruing following the date of such assignment.

15.07.2 In the event that this Lease shall be assigned to Lessor or if the Demised Premises shall be sublet to Lessor or Lessor's designee pursuant to this Section 15.07, the provisions of any such sublease or assignment and the obligations of Lessor and the rights of Lessee with respect thereto shall not be binding upon or otherwise affect the rights of any holder of a superior mortgage or of a lessor under a superior lease unless such holder or lessor shall elect by written notice to Lessee to succeed to the position of Lessor or its designee, as the case may be thereunder.

15.07.3 Lessee shall no less than thirty (30) days prior to the effective date of the contemplated sublease (except under Section 15.02 hereof), deliver to Lessor, a duplicate original of the proposed sublease and all ancillary agreements with the proposed sublessee, and Lessor shall then have the right to elect, by notifying Lessee within thirty (30) days of such delivery, to (i) terminate this Lease as to the portion of the Demised Premises affected by such subletting or as to the entire Demised Premises in the case of a subletting thereof, as of such effective date, (ii) in the case of a proposed subletting of the entire Demised Premises, accept an assignment of this Lease to Lessor from Lessee, and Lessee shall then promptly execute and deliver to Lessor, or Lessor's designee if so elected by Lessor, in form reasonably satisfactory to Lessor, an assignment which shall be effective as of such effective date, (iii) accept a sublease from Lessee of the portion of the Demised Premises affected by such proposed subletting or the entire Demised Premises in the case of a proposed subletting thereof, and Lessee shall then promptly execute and deliver a sublease to Lessor, or Lessor's designee if so elected by Lessor, for the remainder of the Demised term, commencing with such effective date, at (x) the rental terms reflected in the proposed sublease or (y) the rental terms contained in this Lease or a per rentable square foot basis, as elected by Lessor in such notice. If Lessor shall make the selection provided for in this Section 17.07, said sublease shall be in a form and substance reasonably satisfactory to Lessor.

15.07.4 If pursuant to the exercise of any of Lessor's options pursuant to Section 15.06 hereof, this Lease is terminated as to only a portion of the Demised Premises, then the Base Rent payable hereunder and any Additional Rent shall be adjusted in proportion to the rentable area of the Demised Premises affected by such termination.

15.07.5 If Lessor shall exercise any of its option pursuant to Section 15.06 of this Lease, or if Lessor shall elect not to exercise any such options but

shall nonetheless withhold or deny its consent to such subletting or assignment, then in any such event and regardless of whether Lessor was or was not entitled pursuant to Section 15.05 hereof to withhold or deny its consent, Lessee shall indemnify and hold Lessor harmless from and against any and all claims for any commission or other compensation claimed by any broker or agent with respect to such proposed assignment or subletting, as the case may be.

15.08 Arbitration of Disputes. Any dispute arising out of or in connection with this ARTICLE 15 shall be determined in arbitration pursuant to the arbitration provisions hereinafter set forth at ARTICLE 25.

15.09 Acceptance of Rent. If Lessee defaults in the payment of any Rents, Lessor is authorized to collect any Rents due or accruing from any assignee, sublessee, or other occupant of the Demised Premises and to apply the net amounts collected to the Base Rent and/or Additional Rent reserved herein. The receipt by Lessor of any amounts from an assignee or sublessee, or other occupant of any part of the Demised Premises shall not be deemed or construed as releasing Lessee from Lessee's obligations hereunder or the acceptance of that party as a direct Lessee.

ARTICLE 16

LESSEE'S DEFAULT

16.01 Default; Termination. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee and the Lease Term and the estate hereby granted shall be deemed limited and terminated as herein provided:

16.01.1 Any failure by Lessee to pay any installment of Base Rent or Additional Rent when due, where such failure continues for three (3) days after notice thereof by Lessor and Lessee;

16.01.2 The failure by Lessee to perform any provision of this Lease required to be performed by Lessee, or to perform any other obligations of Lessee hereunder, if such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of such default is such that it cannot reasonably be cured by Lessee within such 30-day period, and the continuation of the same does not subject Lessor to continuing losses or damages or civil or criminal penalties or liabilities, and if Lessee promptly commences and thereafter diligently proceeds to cure the said default Lessee may cure such default within a reasonable time but not, in any event, exceeding sixty (60) days after Lessor's said notice;

16.01.3 The abandonment or vacation of the Demised Premises by Lessee, except as expressly permitted under this Lease;

16.01.4 The making by Lessee, or by any guarantor of any of Lessee's obligations hereunder, of a general assignment for the benefit of creditors; the commencement by Lessee or any such guarantor of any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or for the appointment of a receiver for, or the seizures or takeover, by any governmental agency of, it or all or any substantial part of its property (collectively, an **"Insolvency Proceeding"**); the commencement of any Insolvency Proceeding against Lessee, unless such Insolvency Proceeding is contested (and such contest is diligently pursued) and such Insolvency Proceeding is discharged or dismissed within sixty (60) days after the date filed or commenced; a trustee or receiver shall be appointed to take possession of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, unless possession is restored to Lessee within thirty (30) days, or substantially all of Lessee's assets located at the Demised Premises or Lessee's interest in this Lease shall be attached or judicially seized, unless such attachment or seizure is discharged within thirty (30) days;

16.01.5 The committing of waste on the Demised Premises the hypothecation or assignment of this Lease or subletting of the Demised Premises, or any attempt at any such actions, in violation of ARTICLE 15 hereof, the institution by Lessor, on two (2) or more occasions, of legal proceedings to recover possession of the Demised Premises from Lessee on account of default other than a default for non-payment of Rents, or if Lessee shall have on three (3) or more occasions paid any installment of Base Rent or Additional Rent more than ten (10) days after the same as due hereunder and notice thereof shall have been given by Lessor to Lessee;

Notwithstanding the provisions of subsection 16.01.4 herein, a default under said Section 16.01 hereof may be cured with respect to an Insolvency Proceeding against a guarantor if within ten (10) days of notice one (1) (or more) of the other guarantors agrees to increase their guarantee to include the "bankrupt" guarantors proportionate share.

16.02 Termination of Lease. In the event of any such default by Lessee, then, in addition to any other remedies available to Lessor under Applicable Laws Lessor shall have the option to terminate this Lease and all rights of Lessee hereunder by giving Lessee notice of termination. Such notice of termination may be made effective immediately and may be included in any notice provided hereinabove pertaining to any default, and in such case shall be conditioned upon the failure of Lessee to cure such default. If Lessor elects to so terminate this Lease, then Lessor may recover from Lessee:

16.02.1 At Lessor's option either:

16.02.1.1 A sum which, at the time of such termination of this Lease represents the then value of the excess, if any, of (x) the aggregate

of the Base Rent and Additional Rent payable under this Lease through the Expiration Date, had this Lease not so terminated (conclusively presuming the Additional Rent to be the same as was payable for the one (1) year period immediately preceding and ending on such termination, increased at the average rate of increase for each category of Additional Rent subject to increase hereunder and experienced during the period not exceeding three (3) years prior to such termination), over (y) the aggregate fair market rental value of the Demised Premises for the same period;

16.02.1.2 The amount of the Base Rent and Additional Rent (as above presumed) payable pursuant to this Lease had it not so terminated, payable on the due dates therefor hereunder following such termination through the Expiration Date (as had this Lease not so terminated), provided, however, that if Lessor shall re-let the Demised Premises during said period, Lessor shall credit Lessee with the net rents received by Lessor from such re-letting, (such net rents shall be determined by the deduction from the gross rents as and when received by Lessor from such re-letting) the expenses incurred or paid by Lessor in terminating this Lease, re-entering the Demised Premises, securing possession thereof, and of re-letting, including altering and preparing the Demised Premises therefor, broker's commissions, and all other reasonable expenses properly chargeable to Lessee's default and re-letting of the Demised Premises) and in this connection, the following shall apply: (i) in no event shall Lessee be entitled to receive any excess of such net rent over the sums payable by Lessee to Lessor hereunder; (ii) any such re-letting may, at Lessor's option be for a shorter period or longer than the remaining Lease Term; (iii) nothing herein contained shall be construed as requiring Lessor to re-let, and Lessor shall have no obligation to do so except as may be required by Applicable Laws; and (iv) the parties agree that the amount of rent reserved upon such re-letting shall, prima facie, constitute the fair market value for the Demised Premises, or part thereof re-let during the term of such re-letting; or

16.02.1.3 At Lessor's option, any other measure of Lessor's damages permitted under Applicable Laws, including, without limitation, the acceleration of future Rents for the balance of the Lease Term following Lessee's default in the payment of any monthly installment, provided, that if Lessor elects to accelerate as herein provided, Lessee shall be entitled to possession of the Demised Premises upon payment of the Rents reserved for the balance of the Lease Term, and all other provisions of this Lease shall remain in effect; and

16.02.1.4 The amount of any unpaid Base Rent and Additional Rent hereunder accrued at the time of such termination; and

16.02.1.5 Any other, including any alternative, amount necessary or proper to compensate Lessor for its damages, losses or expenses resulting from Lessee's default hereunder and permitted by Applicable Laws as well as any costs and expenses, and the reasonable amount of attorneys' fees incurred by Lessor resulting therefrom; and

16.02.1.6 Interest on the amount of unpaid Rents and damages in accordance with Section 1(G) of this Lease.

16.03 Re-Entry by Lessor. In the event of any such default by Lessee, Lessor shall also have the right, with or without terminating this Lease, to re-enter the Demised Premises, either by summary dispossession proceedings, by any suitable action or proceedings under Applicable Laws, without being liable to indictment, prosecution or damage therefrom, and Lessor, in connection therewith, shall be entitled to remove all persons and property from the Demised Premises and Lessor may store the removed property in a public warehouse or elsewhere at the cost and for the account of Lessee. No re-entry or taking of possession of the Demised Premises by Lessor pursuant to this Section 16.03 shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee by Lessor or unless such termination shall have been decreed by a court of competent jurisdiction.

16.04 Other Remedies. In the event of a default, breach, or threatened default or breach by Lessee hereunder, or in any other situation entitling Lessor to such remedy, Lessor shall have the right to seek a preliminary and/or permanent injunction and nothing herein contained shall be construed as a waiver of, or otherwise limiting Lessor's right to injunctive relief. The remedies to which Lessor may resort hereunder are not exclusive of those referred to in this Lease but are cumulative (except as otherwise expressly set forth herein) and shall include any other remedies available to Lessor, statutory or to otherwise, under Applicable Laws. Nothing herein contained shall be construed to limit or preclude Lessor's recovery of any statutory penalty, liquidated damages arising by reason of Lessee's default, or the termination of this Lease provided for by Applicable Laws.

16.05 Waiver of Redemption. Lessee hereby waives any and all rights of redemption arising from Lessee's default hereunder, or rights to have a continuation of this Lease after being dispossessed, evicted or ejected from the Demised Premises by legal proceedings, or under the terms of this Lease, or after the termination hereof.

16.06 Performance By Lessor of Lessee's Obligation. If Lessee shall default in the performance of any provisions of this Lease or any obligations arising hereunder after applicable grace and cure periods (except in an emergency situation), Lessor without thereby waiving or curing such default may (but shall not be obligated to) perform the provisions or obligations for the account and at the expense of Lessee, and such expense shall be chargeable to Lessee and

shall include Lessor's reasonable attorneys' fees in connection therewith.

16.07 Application of Rent Payments. Lessee waives any right it may have under Applicable Laws to designate the items to which any payments made by Lessee are to be credited. Lessor may apply any payments made by Lessee to such items then due and owing by Lessee as Lessor sees fit, irrespective of any designation or request by Lessee as to the items to which such payments should be credited.

16.08 Interest. The amount of any judgment obtained by Lessor against Lessee in any legal proceeding arising out of a default by Lessee under this Lease shall bear interest until paid at the maximum rate allowed by Applicable Laws as interest on such judgments.

ARTICLE 17 **QUIET ENJOYMENT**

17.01 Quiet Enjoyment. So long as Lessee timely pays all the Rents and performs all of Lessee's other obligations hereunder within the time periods permitted under this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Demised Premises during the Lease Term without hindrance by Lessor or any person lawfully claiming through or under Lessor, subject, nevertheless, to the provisions of this Lease and to superior leases and mortgages. This covenant is a covenant running with the land, and is not a personal covenant of Lessor, except to the extent of Lessor's interest in this Lease and for only so long as such interest shall continue.

ARTICLE 18 **SUBORDINATION**

18.01 Subordination. This Lease is and shall be subject and subordinate to all ground or underlying leases which may now or hereafter affect the Land or Building and to all mortgages which may now or hereafter affect such leases or the Land or Building, and to all renewals, modifications, replacements and extensions thereof. The provisions of this Section 18.01 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Lessee shall promptly execute and deliver, at its expense, any instrument, in recordable form if required, that Lessor, the lessor of the ground or underlying lease or the holder of any such mortgage or any of their respective successors in interest may request to evidence such subordination, and Lessee hereby appoints Lessor or its successors in interest to be Lessee's attorney-in-fact, irrevocably and coupled with an interest, to execute and deliver any such instrument for and on behalf of Lessee.

18.02 Attornment. In the event of a termination of any ground or underlying lease, or if the interest of Lessor under this Lease are transferred by reason of, or assigned in lieu of, foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any

mortgage acquires a lease in substitution therefor, then Lessee under this Lease will, upon request made in writing by the lessor under such ground or underlying lease or such mortgagee or purchaser, assignee or lessee, as the case may be, either (i) attorn to it and will perform for its benefit all the provisions of this Lease on Lessee's part to be performed with the same force and effect as if said lessor, such mortgagee or purchaser, assignee or lessee, were the Lessor originally named in this Lease, or (ii) enter into a new lease with said lessor or such mortgagee or purchaser, assignee or lessee, as Lessor, for the remaining term of this Lease and otherwise on the same provisions with the same options, if any, then remaining. The foregoing provisions of clause (i) of this Section 18.02 shall inure to the benefit of such lessor, mortgagee, purchaser, assignee or lessee, shall be self-operative upon the exercise of such option, and no further instrument shall be required to give effect to said provisions. Lessee, however, upon demand of any such lessor, mortgagee, purchaser, assignee or lessee agrees to execute, from time to time, instruments in confirmation of the foregoing provisions of this Section 18.02 satisfactory to any such lessor, mortgagee, purchaser, assignee or lessee, acknowledging such attornment and setting forth the covenants, agreements, terms, provisions and conditions of its tenancy. Lessee hereby appoints Lessor or its successors in interest to be the Lessee's attorney-in-fact, irrevocably and coupled with an interest, to execute and deliver such instrument of attornment, or such new lease, if the Lessee refuses or fails to do so promptly upon request.

Lessor shall make all reasonable efforts to obtain a non-disturbance agreement for Lessee from any new Mortgagee.

18.03 Obligations of Lessor's Successor. Anything herein contained to the contrary notwithstanding, under no circumstances shall the aforescribed lessor under the ground lease or mortgagee or purchaser, assignee or lessee, as the case may be, whether or not it shall have succeeded to the interests of the Lessor under this Lease, be: (i) liable for any act, omission or default of any prior Lessor; or (ii) subject to any offsets, claims or defenses which the Lessee might have against any prior Lessor; or (iii) bound by any Base Rent or Additional Rent which Lessee might have paid to any prior Lessor for more than one (1) month in advance or for more than the amount of Rent (whether Base Rent and/or Additional Rent) required or permitted under the terms of this Lease to be paid in advance; or (iv) bound by any modification, amendment or abridgment of this Lease, or any cancellation or surrender of the same, made without its prior written approval subsequent to notification of Lessee of such ground lessor's or mortgagor's interest in the Building.

18.04 Modifications. If, in connection with the financing of the Building, the holder of any mortgage shall request reasonable modifications in this Lease as a condition of approval thereof, Lessee shall not unreasonably withhold, delay or defer making such modifications, provided such lender shall enter into a non-disturbance agreement in a form reasonable to all parties.

18.05 Advance Rent Payment; Lessee's Notice of Lessor's Breach. Lessee agrees that, except for the first month's installment of Base Rent hereunder (unless it shall have Lessor's written consent thereto), it will pay no Rents under this Lease more than thirty (30) days in advance of its due date, if so restricted by an existing or future ground lease or mortgage to which this Lease is subordinated or by an assignment of this Lease to the ground lessor or the

holder of such mortgage, and, in the event of any act or omission by Lessor, Lessee shall not exercise any right to terminate this Lease or to remedy the default and deduct the cost thereof from Rents due hereunder until Lessee shall have given written notice of such act or omission to the ground lessor and to the holder of any mortgage on the fee or the ground lease who shall have furnished such lessor's or holder's last address to Lessee, and until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notices and following the time when such holder or lessor shall have become entitled, under such superior mortgage or superior lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than the period to which Lessor would be entitled, under this Lease or otherwise, after similar notice, to effect such remedy), during which time such lessor or holder shall have the right, but shall not be obligated, to remedy or cause to be remedied such act or omission. Lessee shall not exercise any right pursuant to this Section 18.05 if the holder of any mortgage or such aforesaid lessor commences to cure such aforesaid act or omission within a reasonable time and diligently prosecute such cure thereafter.

18.06 Quiet Enjoyment. Lessor covenants that if Lessee pays the Rent and performs all of Lessee's other obligations under this Lease, Lessee may peaceably and quietly enjoy the Demised Premises, subject to the terms, covenants and conditions of this Lease and any superior mortgages hereinbefore mentioned. Lessor covenants that it owns fee simple title to the Building and has the full right, power and authority to execute this Lease.

ARTICLE 19

ESTOPPEL CERTIFICATES

19.01 Estoppel Certificates. Within ten (10) days after a request by Lessor or Lessee (the ***“Requesting Party”***), the other party hereto (the ***“Certifying Party”***) shall execute an estoppel certificate, in form satisfactory to the Requesting Party, which:

19.01.1 Certifies that this Lease is unmodified and in full force and effect (or if there had been any modifications, that the same is in full force and effect as modified, and stating the modifications);

19.01.2 States the Expiration Date of the Lease Term and any agreements to extend or renew the Lease Term or to permit any holding over (and specifies that the terms of any such agreements or confirms that none exist);

19.01.3 Certifies the date through which Rents have been paid;

19.01.4 States whether or not, to the knowledge and belief of this Certifying Party, there exist any defaults by either party hereto in the performance of any of their respective obligations under this Lease (and specifies any such default);

19.01.5 States whether or not, to the knowledge and belief of the Certifying Party, any event has occurred which, with the giving of notice or with the passage of time, or both, would constitute a default hereunder and, if such an event has occurred, specifies each such event; and

19.01.6 States whether Lessee is entitled to any credits, offsets, defenses or deductions against payment of Rents, or has any other claims against Lessor for abatement of Rents, damages, or other liability, and, if so, describes them. Such estoppel certificates shall be addressed and delivered as the Requesting Party may reasonably direct. Any estoppel certificate issued pursuant to this ARTICLE 19 may be relied upon the Requesting Party by the addressee and by others with whom the Requesting Party may be dealing, regardless of independent investigation. The Certifying Party shall also include in any estoppel certificate such other information concerning this Lease as the Requesting Party may reasonably request.

ARTICLE 20

SURRENDER OF PREMISES

20.01 Surrender. Upon the expiration or other termination of the Lease Term, Lessee shall quit and surrender to Lessor the Demised Premises, broom clean, in good order and condition; ordinary wear and tear and damage by fire, the elements or other casualty excepted, and Lessee shall remove all of its property as herein provided. Notwithstanding the foregoing, Lessee shall not be required to remove any fixtures or improvements unless specifically required by the Lessor at the end of the Term. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

20.02 No Holding Over. There shall be no holding over by Lessee after expiration of the Lease Term and the failure by Lessee to deliver possession of the Demised Premises to Lessor shall be an unlawful detainer. If Lessee holds over, Lessee shall pay to Lessor per month for use of the Demised Premises an amount equal to the greater of (i) two hundred fifty percent (250%) of the Rents payable for the last month during the Lease Term occurring before such holdover, or (ii) one hundred fifty percent (150%) of the then current market rental for the Demised Premises, as determined in good faith by Lessor, or (iii) any amount provided for in such case under Applicable Laws. In addition to such amounts, Lessee shall be responsible for the costs, losses, damages and expenses (which need not be asserted in a summary proceeding for eviction or action brought by Lessor against Lessee but may be asserted in a separate proceeding or action by Lessor) arising from such holdover or the inability of Lessor, as a result of such holdover, to lease or deliver such space to any third party.

ARTICLE 21

HAZARDOUS SUBSTANCES

21.01 Hazardous Substances.

- 21.01.1 Lessee shall not cause or permit any Hazardous Substance(s) (hereinafter defined) to be used, brought upon, stored, created or disposed of in or on the Land or Building other than the storage and use of such supplies and products as are reasonably incident to Lessee's use as permitted under this Lease and so long as such storage and use is in all respects in accordance with Applicable Environmental Laws (hereinafter defined).
- 21.01.2 Lessee shall promptly forward to Lessor any notice it receives of the violation of any Applicable Environmental Laws involving the Demised Premises and Lessee shall, at Lessee's expense, comply with all Applicable Environmental Laws that impose any obligation, order or duty on Lessor or Lessee in respect of the Demised Premises or any fixtures.
- 21.01.3 Lessee represents that it has inspected the Demised Premises prior to the Lease Commencement Date and knows of no Hazardous Substances contained thereon.
- 21.01.4 Lessee shall notify Lessor of the existence of Hazardous Substances in or affecting the Demised Premises, and whether or not Lessee has used, stored, created, brought the same upon, or disposed of such Hazardous Substance, promptly upon Lessee's discovery thereof.
- 21.01.5 Lessee shall indemnify and hold Lessor and Lessor's Affiliates (as hereinafter defined) harmless from and against any claims, causes of action, liabilities, fines and penalties, to the fullest extent permissible under Applicable Laws arising out of or in connection with: (i) the presence of Hazardous Substance(s) on, in or affecting the Building or Land, whether or not the use thereof is otherwise permitted hereunder, used, stored, created, brought thereupon or disposed of by Lessee; (ii) the presence of Hazardous Substance(s) in or affecting the Demised Premises in the event Lessee shall be in breach of this ARTICLE 21; and (iii) the violation by Lessee or any of Lessee's Affiliates (hereinafter defined) of any Applicable Environmental Laws. This indemnification shall include, without limitation, the costs and expenses of removal and cleanup of Hazardous Substances, restoration costs, investigation expenses, penalties, fines, decreases in the value of the Building or Land, any other consequential damages, any sums paid for settlement of claims, reasonable attorneys' fees, and fees and expenses of consultants and other experts.
- 21.01.6 Without limitation of any other obligations of Lessee which shall survive the expiration or earlier termination of this Lease, the provisions hereof shall survive the expiration or earlier termination of this Lease.

21.01.7 For purposes of this Lease, the term **“Hazardous Substances”** shall mean: asbestos; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; or any other chemical, material, substance, compound, waste material or other matter of any kind whatsoever prohibited, limited or regulated by any Federal, State, County, regional or local authority or legislation, including, without limitation, the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. and the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. ... 11001 et seq., the regulations promulgated from time to time thereunder, environmental laws administered by the Environmental Protection Agency and similar laws and regulations of the State of Ohio, City of Lancaster, or any other governmental organization or agency having jurisdiction over any portion of the Building and all amendments thereof. **“Applicable Environmental Laws”** shall mean any Applicable Laws, including, without limitation, those referred to in this ARTICLE 21 regulating or otherwise pertaining to the protection of the environment or the regulation of the use, storage, creation, transportation or disposition of Hazardous Substances.

ARTICLE 22 **BROKERAGE**

22.01 **Brokerage.** The parties represent and warrant to each other that the other party has had no dealings or communications with any broker or agent in connection with the consummation of this Lease, and each party agrees to pay, hold harmless and indemnify the other party from and against any and all costs and expenses (including reasonable attorneys' fees), or liability arising out of or in connection with a violation of this representation and warranty including, without limitation, any commissions or charges claimed by any such broker or agent.

ARTICLE 23

EXCULPATION AND INDEMNIFICATION

23.01 Exculpation. The provisions of this ARTICLE 23 shall apply notwithstanding any provision of this Lease, or any modification hereof, to the contrary. Neither Lessor nor any person, corporation, partnership (limited or general), limited liability entity or any other legal entity controlling or controlled by Lessor, its agents, Lessor's employees, officers, members, shareholders, the partners comprising Lessor (if Lessor shall be a partnership), partners of Lessor and Lessor's licensees and invitees and Lessor's contractors and subcontractors, where applicable, (collectively, the "Lessor's Affiliates"), shall be liable to Lessee, any person, corporation, partnership (limited or general), limited liability entity or any other legal entity controlling or controlled by Lessee, its agents, Lessee's employees, officers, shareholders, the partners comprising Lessee (if Lessee shall be a partnership), partners of Lessee and Lessee's licensees and invitees, where applicable (collectively, the "Lessee's Affiliates"), or any person claiming through or in the right of Lessee, for any loss, liability, damages or expenses for injury to persons or damage to property, unless caused by or resulting from the negligence or other wrongful acts permitting such recovery under Applicable Laws of the Lessor or its agents, servants, or employees. Under no circumstances shall Lessor, or any of Lessor's Affiliates be liable for consequential damages, including, without limitation, loss of business or profits, arising from any cause whatsoever. For purposes of determining Lessor's Affiliates or Lessee's Affiliates wherever used in this Lease, the term "control" shall mean the ability, whether by means of ownership interest, voting rights agreements, operation of law, or otherwise to direct the actions or decisions of the applicable person or entity.

23.02 Hold Harmless. Lessee shall indemnify and save Lessor and its successors and assigns and their respective officers, directors, shareholders, partners, members, agents and employees, harmless against any and all claims, obligations, liabilities, violations, penalties, fines, suits, governmental orders, causes of action, judgments, damages, whether civil or criminal or both, of any and all kind or nature and/or which the Lessor may be subject to in connection herewith, including but not limited to liability for any toxic or hazardous substances resulting from or in connection with the discharge, despoiler, release or escape of toxic chemicals, liquids or gases, volatile organics, waste materials or other irritants, contaminants or pollutants or smoke, vapors, soot, fumes, acids, alkalis, at the Demised Premises, caused by or resulting from the use and operation of the Demised Premises by the Lessee, its successors and assigns, invitees, licensees, employees, officers, agents, servants, etc. This indemnification and save harmless agreement shall also cover any and all liens for hazardous waste clean up expenses in favor of the United States, the State of Ohio or any political subdivision thereof. This provision shall survive expiration or sooner termination of this Lease.

This indemnification shall include, but not be limited to, legal fees and other charges to which Lessor may be put, including clean up costs, in defending against any proceeding in connection with the foregoing unless caused by gross negligence of Lessor.

23.03 Limitation of Damages. Neither Lessor nor any successor in interest to Lessor shall be liable to Lessee or its successors in interest, whether such liability shall arise out of or in connection with a claim of breach of this Lease by Lessor or its successor, any other failure of any obligation of the Lessor or its successors arising out of this Lease or the operation of the Building, or otherwise, in an amount which shall, in the aggregate of all claims, causes of action or liabilities against or of Lessor or said successors, exceed the lesser of either: (i) Lessor's estate and interest in the Land and the Building; or (ii) Lessor's interest, at the time, in the remaining Lease Term; provided however that; (x) if, for any reason, the limitation of damages under either (i) or (ii) of this sentence shall be finally determined by a court of competent jurisdiction to be unenforceable, Lessor's liability shall in all events be subject to the other of these limitations; and (y) nothing contained in this sentence shall be construed so as to operate in violation of any Applicable Laws.

23.04 Lessor's Indemnification. Lessee agrees to indemnify and hold the Lessor, Lessor's Affiliates, and any successor in interest, harmless from and against all claims, causes of action, liabilities, losses and expenses, including the reasonable amount of attorneys fees and related costs connected therewith, arising out of or in connection with: (i) any breach of this lease or of any obligation arising hereunder; (ii) any misrepresentation or violation of a representation by Lessee under this Lease or Lessee's occupancy; (iii) any act of negligence or negligent omission of Lessee or Lessee's Affiliates; (iv) any other violation of Applicable Laws or Applicable Environmental Laws (whether or not referred to in the provisions of this Lease) by Lessee; (v) the use by Lessee of the Demised Premises, including without limitation, the conduct of the business of Lessee provided, however, that nothing herein contained shall be construed as relieving Lessor from any liability (x) for its own negligent acts or omissions, or that of its contractors, agents or employees, or (y) that would operate as a violation of Applicable Laws. In the event that any claim, cause of action or legal proceeding shall be made or instituted against Lessor or its successors in interest which shall be subject of indemnification hereunder, Lessor shall promptly notify Lessee of any notice of said claim received by Lessor, and, unless otherwise agreed, Lessor may, at its option, either (i) undertake the defense of the same, in which event Lessee shall be responsible for the reasonable amount of legal fees and costs thereof as herein provided; or (ii) at any time thereafter, notify Lessee of the pendency of the same, and Lessee shall thereupon undertake, at its own expense, Lessor's defense of the same in behalf of Lessor.

23.05 Lessee's Indemnification. Lessor agrees to indemnify and hold the Lessee, and any successor in interest, harmless from and against all claims, causes of action, liabilities, losses and expenses, including the reasonable amount of attorneys fees and related costs connected therewith arising out of or in connection with: (i) any breach of this Lease or of any obligation arising hereunder; and (ii) any act of negligence or negligent omission of Lessor.

23.06 Transfers of Lessor's Interest. The covenants and agreements of Lessor under this Lease shall not be binding on any person at any time holding the interest of Lessor (including the original named Lessor) subsequent to the transfer of that party's interest in the Demised Premises. If Lessor's interest in the Building or the Land shall be sold, assigned or

otherwise transferred to any party, including any transfer upon the exercise of any remedy provided in a superior lease or a mortgage or at law or equity, that party, and each party thereafter succeeding to its interest in the Building or the Land, shall not be: (a) liable for any act or omission of Lessor under this Lease occurring, or any cause of action accruing against Lessor, before such sale, assignment or other transfer unless such party is on notice thereof prior to acquiring its interest in the Building or the Land; (b) subject to any offset, defense or counterclaim accruing before such sale, assignment or other transfer; or (c) bound by any payment, made before such sale, assignment or other transfer, of Base Rent or Additional Rent more than one (1) month in advance.

23.07 Lessor's Consent; Damages Limitation. Lessee agrees that its sole remedies in cases where Lessor's reasonableness in exercising its judgment or withholding its consent or approval is applicable pursuant to a specific provision of this Lease, or any rider or separate agreement relating to this Lease, if any, shall be those in the nature of an injunction, declaratory judgment, or specific performance, the rights to money damages or other remedies being hereby specifically waived unless such rejection is proven to be with malice.

ARTICLE 24

FORCE MAJEURE

24.01 Force Majeure. Lessor shall have no liability whatsoever to Lessee on account of: (a) the inability of Lessor to fulfill, or delay in fulfilling, any of Lessor's obligations under this Lease by reason of strike, other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting therefrom, or any other cause, whether similar or dissimilar to the above, beyond Lessor's reasonable control; or (b) any shutdown, failure or defect in the supply, quantity or character of electricity or water furnished to the Demised Premises, by reason of any requirement, act or omission of the public utility or others furnishing such utilities to the Demised Premises, by reason of any requirement, act or omission of the public utility or others furnishing of the Building with electricity or water or of any governmental agency, or for any other reason, whether similar or dissimilar to the above. If this Lease specifies a time period for performance of an obligation of Lessor, that time period shall be extended by the period of any delay in Lessor's performance caused by any of the events of force majeure described above, provided such services are restored in a reasonable time under the circumstances.

ARTICLE 25

ARBITRATION

25.01 Arbitration. In each case specified in this Lease in which resort to arbitration shall be required, and in the case of any other dispute or controversy, or issues pertaining thereto, arising out of or in connection with this Lease respecting which Lessor shall require arbitration by notice to Lessee given no later than twenty (20) days following the institution of any legal proceeding pertaining thereto, such dispute, controversy or issues shall be resolved and determined by means of arbitration in

accordance with this ARTICLE 25; provided, however, that: (i) except with respect to disputes, controversies or issues required in accordance with the express provisions of this Lease to be resolved or determined in arbitration, the Lessee shall not be entitled to require arbitration; and (ii) nothing herein contained shall be construed as eliminating or restricting the Lessor's rights to resort to relief or remedies to any court of competent jurisdiction with respect to any disputes, controversies or issues except as expressly required in this Lease and as may hereafter be requested by Lessor as provided in this ARTICLE 25, and, in such event, arbitration shall be limited precisely to the express dispute, controversy, or issues delineated by Lessor in the said notice. Any such arbitration proceeding shall take place before the American Arbitration Association located in the State of Ohio, in accordance with that State's Arbitration Rules for the Real Estate Industry, then pertaining, but excluding, unless the parties mutually agree, the Expedited Procedures of such Rules. The decision and award of the arbitrators shall be in writing, shall be final and conclusive on the parties, and counterpart copies thereof shall be delivered to each of the parties. In rendering such decision and awards, the arbitrators shall be controlled by the provisions below respecting governing law, and shall not add to, subtract from, or otherwise modify any of the provisions of this Lease. Any award in arbitration shall be subject to confirmation in the Courts in the State of Ohio. Judgment may be had on the decision and award of the arbitrators so rendered in any court of competent jurisdiction.

ARTICLE 26

LESSOR'S LIABILITY

In case of default by Lessor, Lessee will look only to Lessor's estate in the Demised Premises to recover any loss or damage resulting therefrom; and Lessee shall have no right or recourse to other property or assets of Lessor or of any officer, director or stockholder of a corporate lessor or any general or limited partner of a lessor which is as partnership or any disclosed or undisclosed principal to recover such loss or damage unless a result of gross negligence by Lessor.

ARTICLE 27

GENERAL PROVISIONS

27.01 Memorandum of Lease. Lessee shall not record this Lease. However, at the request of Lessor, Lessee shall promptly execute, acknowledge and deliver to Lessor a memorandum of lease with respect to this Lease sufficient for recording. Such memorandum shall not change or otherwise affect any of the obligations or provisions of this Lease.

27.02 Governing Law. Irrespective of the place of execution or performance and of any conflicts or choice of law requirements, this Lease shall be governed and construed in accordance with the laws of the State of , (i) except in a case where the law of the United States shall be directly applicable and shall supervene the law of New York, or (ii) where any laws, rules or regulations of the City of New York or any of its agencies shall be applicable; and in either case of (i) or (ii) of this sentence, the law, rules, or regulations which are therein specified respectively shall apply.

27.03 Entire Agreement. This Lease contains all of the agreements and understandings related to

the leasing of the Demised Premises and the respective obligations of Lessor and Lessee in connection therewith. Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except those that are expressly set forth in this Lease, including any riders and all exhibits and schedules hereto. All prior agreements and understandings between the parties have merged into this Lease, which alone fully and completely expresses the agreement of the parties.

27.04 Amendments. No agreement shall be effective to amend, change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing, refers expressly to this Lease and is signed by Lessor and Lessee.

27.05 Successors. Except as otherwise expressly provided herein, the obligation of this Lease shall bind and benefit the successors and assigns of the parties hereto; provided, however, that no assignment, sublease or other transfer in violation of the provisions of ARTICLE 15 hereof shall operate to vest any rights in any putative assignee, sublessee or transferee of Lessee.

27.06 Independent Covenants. Except as otherwise expressly provided in this Lease, each covenant, agreement, obligation or other provision of this Lease on Lessee's part to be performed shall be deemed and construed as a separate and independent covenant of Lessee, not dependent on any other provision of this Lease.

27.07 Time is of the Essence. Time shall be of the essence with respect to the exercise of any option granted under this Lease.

27.08 Execution. This Lease shall not be binding upon Lessor until the same is executed by Lessor and Lessee and an executed copy thereof has been delivered to Lessee.

27.09 Confidentiality. The parties acknowledge and agree that the covenants, agreements, terms, provisions and conditions of this Lease shall be confidential and that no disclosure or other communication of such covenants, agreements, terms, provisions and conditions shall be made without the prior written approval of the other party (other than sublessees, current or prospective partners). Lessor and Lessee further agree that they shall not disclose the existence of this Lease to any third party other than legal counsel, consultants and potential investors unless and until advised by the Lessor that such disclosure is permissible.

27.10 Actions or Proceedings. If Lessor, in connection with any default by Lessee of any of the covenants of this Lease, unless expressly provided herein to the contrary, makes any expenditures or incurs any obligations for the payment of money, including, but not limited to attorneys' fees, in instituting, prosecuting or defending any action or proceeding, then Lessee will reimburse Lessor for such sums so paid or obligations incurred with interest and costs, as Additional Rent hereunder. If the Lease Term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Lessor as damages.

27.11 Joint and Several Liability. If Lessee at any time comprises more than one (1) entity or individual, all such entities shall be jointly and severally liable for payment of Rents and for performance of every obligation of Lessee under this Lease.

27.12 Waiver of Trial By Jury. The respective parties hereto shall and they hereby do waive trial

by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Demised Premises, or any claim of injury or damage, or the enforcement of any remedy under any statute, emergency or otherwise.

27.13 Lessor's Representations. Lessor represents that it is the fee owner of the Demised Premises and has the right to lease the Demised Premises under the terms provided herein.

27.14 Invalidity of Any Provision. If any term, covenant, condition or provision of this Lease or the application thereof to any circumstance or to any person, firm or corporation shall be invalid or unenforceable to any extent, the remaining covenants, agreements, terms, provisions and conditions of this Lease or the application thereof to any circumstances or to any person, firm or corporation other than those as to which any term, covenant, condition or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law.

27.15 Notices. Any notice or demand, consent, approval or disapproval, or statement required to be given by the covenants, agreements, terms, provisions and conditions of this Lease, or by any law or governmental regulation, either by Lessor to Lessee or by Lessee to Lessor, shall be in writing. Unless otherwise required by such law or regulation, such notice or demand shall be given, and shall be deemed to have been served and given when such notice or demand is mailed by registered or certified mail, deposited enclosed in a securely closed, post-paid wrapper, in the United States Government general or branch post office, or official depository within the exclusive care and custody thereof, addressed to either party, at its address set forth on page 1 of this Lease. After Lessee shall occupy the Demised Premises, the address of Lessee for notices, demands, consents, approvals or disapprovals shall be the Demised Premises. Either party may, by notice as aforesaid, designate a different address or addresses for notices, demand, consents, approvals or disapprovals.

27.16 Requests in Writing. In addition to the foregoing, either Lessor or Lessee may, from time to time, request in writing that the other party serve a copy of any notice or demand, consent, approval, or disapproval, or statement, on one (1) other person or entity designated in such request, such service to be effected as provided in Section 39.15 hereof.

27.17 Non-Waiver. No agreement to accept a surrender of this Lease shall be valid unless in writing and signed by Lessor. No employee of Lessor or of Lessor's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Lessor or of Lessor's agents shall not operate as a termination of this Lease or a surrender of the Demised Premises. In the event of Lessee at any time desiring to have Lessor sublet the Demised Premises, or portion thereof, for Lessee's account, Lessor or Lessor's agents are authorized to receive said keys for such purpose without releasing Lessee from any of the obligations under this Lease. The failure of Lessor to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or any of the Rules and Regulations hereafter adopted by Lessor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of rent with or without knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Lessor to enforce any of the Rules and Regulations hereafter adopted, against Lessee shall not be deemed a waiver of any such Rules and Regulations. No provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver will be in writing and signed by Lessor. No payment

by Lessee or receipt by Lessor of a lessor amount than the Base Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rents or pursue any other remedy provided in this Lease.

27.18 Captions for Convenience. The captions and headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease or the intent of any provision thereof.

27.19 No Representations. Neither Lessor nor Lessor's agents have made any representations or promises with respect to the physical condition of the building, the Land upon which it is erected or the Demised Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Demised Premises or the Building except as herein expressly set forth and no rights, easements or licenses are acquired by Lessee by implication or otherwise except as expressly set forth in the provision of this Lease. Lessee acknowledges that it has inspected the Building and the Demised Premises, agrees to accept the Demised Premises in its "as-is" physical condition as of the date of the term of this Lease commences and acknowledges that Lessor shall not be obligated to make any improvements or alterations to the Demised Premises whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused their duly authorized representatives to execute this Lease as of the date first above written.

LESSOR

FOUR M INVESTMENTS II, LLC

an Ohio limited liability company

By: **FOUR M INVESTMENTS, LLC**

a New Jersey limited liability company

Its Sole Member

By: _____

Name: Dennis Mehiel

Title: Authorized Member

Witness _____

Name: _____

STATE OF New York

COUNTY OF Putnam

:
:
:

SS.

The undersigned, a notary public in and for said county in said state, hereby certifies that the foregoing instrument was acknowledged before me this 1 day of December, 2008, by Dennis Mehiel who is personally known to me, as an Authorized Member of FOUR M INVESTMENTS, LLC, a New Jersey limited liability company and the Sole Member of FOUR M INVESTMENTS II, LLC, an Ohio limited liability company and that he, as such Authorized Member of the Sole Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name thereto, as authorized member of the limited liability company that is the sole member **FOUR M INVESTMENTS II, LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of

Geraldine Arevalo
My commission expires: 12/24/2011

[NOTARIAL SEAL]
GERALDINE AREVALO
NOTARY PUBLIC STATE OF NEW YORK
PUTNAM COUNTY
LIC. #01AR6179658
COMM. EXP. 12/24/2011

LESSEE:

U.S. CORRUGATED, INC.

By: _____

Lawrence Grossman, Chief Financial Officer

STATE OF New Jersey _____

:

: SS.

COUNTY OF Essex _____

:

On this, the 2 day of December, 2008, before me, the undersigned notary public personally appeared Lawrence Grossman, as Authorized Officer of U.S. Corrugated, Inc., who is personally known to me, to be the person whose name is signed on the within document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Before me,

Michelle Bastante

NOTARY PUBLIC

My Commission Expires:

5/3/2010

