

LEASE AGREEMENT

BETWEEN

**THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P.,
a Delaware limited partnership**

AS LANDLORD, AND

**MULTI PACKAGING SOLUTIONS DALLAS, INC.,
a Delaware corporation**

AS TENANT

**MILLER PARK
2745 - 2975 MILLER PARK NORTH
GARLAND, TEXAS 75042**

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The mailing, delivery or negotiation of this Lease by Landlord or Tenant or their respective agents or attorneys will not be deemed an offer by Landlord or Tenant to enter into this Lease or to enter into any other relationship with each other, whether on the terms contained herein or on any other terms. This Lease will not be binding upon Landlord or Tenant, and neither Landlord nor Tenant will have any obligations or liabilities hereunder, unless and until Landlord and Tenant have executed and delivered this Lease to each other. Until such execution and delivery of this Lease, Landlord and Tenant may terminate all negotiation and discussion of the subject matter hereof, without cause and for any reason, without recourse or liability.

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BASIC LEASE INFORMATION

Lease Date: October 22, 2018

Landlord: THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P., a Delaware limited partnership

Tenant: MULTI PACKAGING SOLUTIONS DALLAS, INC., a Delaware corporation

Premises: A portion of the Building (as hereinafter defined) located at 2745 Miller Park Road as outlined in the plan attached to this Lease as Exhibit A.

Premises RSF: 69,000

Building: The development commonly known as Miller Park which is comprised of 4 separate buildings having a street address of 2745 - 2975 Miller Park North, Garland, Texas 75042.

Building RSF: 281,643

Term: 37 full calendar months, plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, starting on the Commencement Date and ending at 11:59 p.m. local time on the last day of the 37th full calendar month following the Commencement Date (the "Expiration Date"), subject to adjustment and earlier termination as provided in this Lease.

Commencement Date: December 1, 2018

Base Rent: Base Rent will be the following amounts for the following periods of time:

Period/Lease Month	Premises RSF	Annual Per RSF	Monthly
12/1/18 - 12/31/19	69,000	\$3.75	\$21,562.50
1/1/20 - 12/31/20	69,000	\$3.86	\$22,195.00
1/1/21 - 12/31/21	69,000	\$3.98	\$22,885.00

Base Rent Abatement: Base Rent is conditionally abated for the first full month of the Term (the "Base Rent Abatement"). Notwithstanding the Base Rent Abatement (a) all other sums due under this Lease, including Additional Rent, are payable as provided in this Lease, and (b) any increases in Base Rent set forth in this Lease will occur on the dates scheduled therefor. The Base Rent Abatement is conditioned upon Tenant's full and timely performance of all of its obligations under this Lease. If at any time during the Term an Event of Default by Tenant occurs, then the Base Rent Abatement will immediately become void, and Tenant must promptly pay to Landlord, in addition to all other amounts due to Landlord under this Lease, the full amount of all Base Rent herein abated

Security Deposit: \$0.00

Permitted Use: Warehousing, light manufacturing and distribution and associated office uses, including, but not limited to, the warehousing and distribution of Tenant's products, subject to Section 7(g) of this Lease.

Tenant's Proportionate Share: 24.50%, which is the percentage obtained by dividing (a) the number of RSF (as hereinafter defined) in the Premises by (b) the number of RSF in the Building.

Additional Rent: Tenant is responsible for paying Tenant's Proportionate Share of Operating Costs and Taxes on a net basis. The first monthly installment of Additional Rent is payable contemporaneously with the execution of this Lease.

Initial Estimate of Additional Rent: \$1.26 per RSF in the Premises per annum (\$7,245.00 per month).

Tenant's Notice

Address:

1000 Abernathy Road NE
Atlanta, Georgia 30328
Attention: General Counsel

**Landlord's
Notice**

Address:

c/o TA Realty, LLC
28 State Street, 10th Floor
Boston, Massachusetts 02109
Attention: Asset Manager/Miller Park

with a copy to:

c/o Holt Lunsford Commercial
5055 Keller Springs Road, Suite 300
Addison, TX 75001
Attention: Property Manager/Miller Park

Landlord's

Payment

Address:

To be provided by Landlord.

Landlord's

Broker:

Holt Lunsford Commercial

Tenant's

Broker:

CBRE

Parking Spaces:

Type of Parking Space	Number of Parking Spaces	Monthly Parking Charge
Unreserved Surface	In common with other tenants of the Project, not to exceed Tenant's Proportionate Share of such parking spaces	\$0.00 and shall remain at \$0.00 for the entire Term

The foregoing Basic Lease Information is incorporated into and made a part of this Lease identified above. If any conflict exists between any Basic Lease Information and this Lease, then this Lease controls.

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LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into as of the date set forth in the Basic Lease Information, between Landlord and Tenant.

1. **Definitions.** The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") are incorporated herein by reference for all purposes. Additionally, the following terms and any capitalized derivations thereof have the following meanings when used in this Lease:

(a) "Affiliate" means an entity (i) which directly or indirectly Controls the subject entity, (ii) which is under the direct or indirect Control of the subject entity, (iii) which is under common direct or indirect Control with the subject entity, (iv) with which the subject entity is merged or consolidated, or (v) which acquires all or substantially all of the subject entity's assets or other ownership interests.

(b) "Beneficiary" is the intended recipient of another party's Indemnity, Waiver, or obligation to Defend.

(c) "Building Structure" means the Building's exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams.

(d) "Building Systems" means the Building's mechanical, electrical, plumbing, HVAC (heating, ventilating and air conditioning), sprinkler, life safety, security and other similar systems serving the Building or other portions of the Project in general, and excluding any systems or components of systems located within or exclusively servicing any leasable space in the Building and also excluding any systems or components of systems for which Tenant is responsible for maintaining and repairing under this Lease.

(e) "Business Days" or "business days" means Monday through Friday, excluding Holidays.

(f) "Chilled Server Rooms" means rooms for servers or other computer equipment that are air conditioned with a separate air conditioning unit(s).

(g) "Claims" means all liabilities, claims, damages (including consequential damages and punitive damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or in equity, or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including attorneys' and experts' fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding).

(h) "Common Areas" means all areas, improvements and facilities within or serving the Project (other than space leased or available for lease to tenants) made available by Landlord from time to time for the general use in common of all tenants of the Project or specific tenants located on a specific floor within the Project.

(i) "Comparable Buildings" means other comparable class buildings (taking into account age, size, location and other relevant factors) in the sub-market of the Building.

(j) "Control" means ownership of 51% or more of the voting securities or rights of the controlled entity.

(k) "Defend" means to defend with counsel reasonably acceptable to the indemnified party at no cost to that party.

(l) "Environmental Claim(s)" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (A) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (B) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

(m) "Environmental Law(s)" means any federal, state or local statute, law, rule, regulation, ordinance, code, or rule of common law now or hereafter in effect during the term of this Lease and in each case as amended, relating to the environment, occupational health and safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401

et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.

(n) "Environmental Permits" means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Law.

(o) "Excess Computers" means high volume copiers or printers whose electrical energy consumption exceeds usage of desktop computers and printers.

(p) "Event of Default Damages" means costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (i) obtaining possession of the Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant, (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.

(q) "Hazardous Materials" means (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; and (ii) any substance, waste, pollutant, or contaminant defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law.

(r) "Holidays" means New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, the Friday immediately subsequent to Thanksgiving Day, Christmas Day and, at Landlord's discretion, other locally or nationally recognized holidays which are observed by Comparable Buildings.

(s) "including" means including, without limitation.

(t) "Indemnify" means to indemnify, and hold free and harmless from and against.

(u) "Injury" means (i) harm to or impairment or loss of property or its use, (ii) harm to or death of a person, or (iii) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

(v) "initial Term" means the initial Term only, and not any period thereafter.

(w) "Land" collectively refers to the land on which the Building is located and all land (or rights to any land) currently and hereafter acquired by Landlord which is associated with the Building.

(x) "Landlord Parties" mean, collectively, Landlord, Landlord's property management company or agent, Landlord's property leasing company or agent, Landlord's contractors, any Landlord's Mortgagee (as hereinafter defined) or lender, and any of their respective officers, directors, employees, members, shareholders, partners, contractors, Affiliates, licensees, guests and agents (and any of the foregoing is individually a "Landlord Party").

(y) "Laws" means applicable federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants (including, without limitation, the approval of any property owner associations) and other matters affecting the Project (and any of the foregoing is individually a "Law").

(z) "Lease Month" means each calendar month during the Term (and if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month will be included in the first Lease Month for purposes of determining the duration of the Term and the monthly Base Rent rate applicable for such partial month).

(aa) "Lease Termination Damages" means (i) all Rent accrued hereunder through the date of termination, and (ii) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by *The Wall Street Journal*, Southwest Edition, in its listing of "Money Rates" minus 1%, minus (B) the then present fair rental value of the Premises for such period, similarly discounted. Tenant must pay to Landlord a reasonable estimate (as determined by Landlord) of the Lease Termination Damages ("Estimated Lease Termination Damages") within 30 days after Landlord's written estimate thereof; provided, if it is later determined by Landlord or a final and non-appealable judicial judgment from a court with competent jurisdiction that (1) Lease Termination Damages exceed Estimated Lease Termination Damages, then Tenant must pay

to Landlord such excess; or (2) Estimated Lease Termination Damages exceed Lease Termination Damages, then Landlord must pay to Tenant such excess after first applying such excess to any other amounts owed by Tenant to Landlord under the Lease.

(bb) "**Net Worth**" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.

(cc) "**Normal Business Hours**" means 7:00 a.m. and 6:00 p.m. on weekdays and between 8:00 a.m. and 1:00 p.m. on Saturday (in each case other than Holidays).

(dd) "**Possession Termination Damages**" means: (i) all Rent and other amounts accrued hereunder to the date of termination of possession, and (ii) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. Landlord may (A) bring an action from time to time against Tenant to collect such amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term, (B) allow such amounts due by Tenant to accumulate and to bring an action on several or all of the accrued amounts at one time, or (C) accelerate the Possession Termination Damages, in which case Tenant must pay to Landlord a reasonable estimate (as determined by Landlord) of Possession Termination Damages ("**Estimated Accelerated Possession Termination Damages**") within 30 days after Landlord's written estimate thereof; provided, if it is determined by Landlord or a final and non-appealable judicial judgment from a court with competent jurisdiction at the expiration of the then-current Term that (1) the Estimated Accelerated Possession Termination Damages exceed the Possession Termination Damages, then Landlord must pay to Tenant the amount of such excess within 30 days after such determination after first applying such excess to any other amounts owed by Tenant to Landlord under the Lease; or (2) the Possession Termination Damages exceed the Estimated Accelerated Possession Termination Damages, Tenant must pay to Landlord the amount of such excess within 30 days after such determination.

(ee) "**Project**" collectively refers to the Building, the Land, the Common Areas (as hereinafter defined), and upon Landlord's election, other building(s) located on the Land.

(ff) "**RSF**" means rentable square feet.

(gg) "**Tenant Parties**" means, collectively, Tenant, any assignees, subtenants, licensees, or other transferees claiming by, through, or under Tenant, and any of their respective officers, directors, employees, members, shareholders, partners, contractors, Affiliates, licensees, invitees, guests and agents (and any of the foregoing is individually a "**Tenant Party**").

(hh) "**Waive**" or any derivative thereof means to knowingly and voluntarily relinquish a right or release another party from liability for a Claim.

2. Lease Grant.

(a) Premises.

(1) **AS IS.** Subject to the terms of this Lease and except as otherwise expressly provided in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises in its "AS IS" condition and "WITH ALL FAULTS." Such "AS IS" clause is a material part of the consideration for Landlord entering into the Lease. Except to the extent that Landlord is obligated to construct improvements in the Premises, as expressly provided in this Lease, Tenant acknowledges and agrees that: (i) it has had an opportunity to inspect the Premises and relies solely on its inspection of the Premises; (ii) Tenant is familiar with the type of transaction contemplated by the Lease, and (iii) Landlord makes no statement of fact of any kind, expressed or implied, with respect to the condition of the Premises (including habitability, suitability, or fitness for particular purpose of the Premises), layout, footage, expenses, operation, or any other matters affecting or relating to the Premises or this Lease. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.**

(2) **RSF of the Premises and the Building.** Landlord and Tenant stipulate to the RSF of the Premises and the Building (and/or the Project, if applicable) set forth in the Basic Lease Information. Landlord does not state that the stipulated RSF of the Premises and/or the Building (and/or the Project, if applicable) is accurate or that it conforms to any industry standard measurement methodology. Tenant has made its own independent investigation of the RSF of the Premises and the Building (and/or the Project, if applicable) and has not relied on any statement by Landlord concerning the accuracy of these measurements.

(3) **Delivery.** Landlord and Tenant presently anticipate that possession of the Premises will be tendered to Tenant in the condition required by this Lease on or about the Commencement Date.

(4) **Acceptance.** By occupying the Premises, Tenant will be deemed to have accepted the Premises in their condition as of the date of such occupancy, subject to the performance of punch-list items that remain to be performed by Landlord, if any. Prior to occupying the Premises, Tenant must deliver to Landlord a certificate of occupancy from the municipality in which the Premises are located, which gives Tenant the legal right to occupy and conduct business at the Premises.

(5) **Confirmation of Commencement Date.** Within 5 days of Landlord's request, Tenant must execute and deliver to Landlord a letter ("**Confirmation of Commencement Date**") substantially in the form of Exhibit D attached to this Lease confirming (i) the Commencement Date and the Expiration Date, (ii) that Tenant has accepted the Premises, and (iii) that Landlord has performed all of its obligations with respect to the Premises (except for punch-list items specified in such letter); however, the failure of the parties to execute such letter will not defer the Commencement Date or otherwise invalidate this Lease.

(b) **Common Areas.** Subject to the terms of this Lease, Landlord grants to Tenant the non-exclusive right to use the Common Areas. Tenant can only use the Common Areas for their intended purposes as may be prescribed by Landlord from time to time. Landlord reserves the right from time to time to (i) make changes in the Common Areas, including, without limitation, changes in location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas and walkways; (ii) close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (iii) construct additional buildings, parking areas, loading dock facilities and other improvements within the Common Areas; and (iv) do and perform such other acts and make such other changes in, to or with respect to the Common Areas as Landlord may, in the exercise of sound business judgment, deem appropriate.

(c) **Parking.**

(1) **Number and Type of Parking Spaces.** Provided no Event of Default exists, and subject to the terms of this Section, during the Term Tenant will be permitted to use the parking spaces (the "**Parking Spaces**") described in the table (the "**Parking Table**") contained in the Basic Lease Information in the respective parking facilities associated with the Building as specified by Landlord from time to time (collectively, the "**Parking Areas**") subject to such terms, conditions and regulations as are from time to time applicable to patrons of the Parking Areas. Except with respect to any reserved Parking Spaces described in the Parking Table, all Tenant parking in the Parking Areas will be on an unreserved, first-come, first-served basis.

(2) **Parking Rules and Regulations.** All Tenant Parties must at all times comply with all Laws and rules and regulations promulgated by Landlord and/or the operator of the Parking Areas from time to time respecting the use of the Parking Areas. Landlord on behalf of itself and any third party operator reserves the right to adopt, modify, and enforce reasonable rules and regulations governing the use of the Parking Areas from time to time including any Access Cards, key-card, sticker, or other identification or entrance systems and hours of operations. Landlord may refuse to permit any person who violates such rules and regulations to park in the Parking Areas, and any violation of the rules and regulations will subject the car to removal from the Parking Areas. The failure to timely pay the Parking Charge, or to comply with the rules and regulations governing the use of the Parking Areas, including but not limited to the rules establishing time limits on the use of the Parking Spaces, will entitle Landlord, in addition to any other remedies provided hereunder, to terminate Tenant's right to use the Parking Spaces, to confiscate the Access Cards and tow any vehicles which are in violation of said rules and regulations from the Parking Areas at the sole cost and expense of Tenant and without liability for damages resulting therefrom.

(3) **Miscellaneous.** Landlord will not be in default if for any reason parking spaces are not available for use by Tenant Parties, including, without limitation, interruptions from maintenance, casualty, emergency and the like. Landlord reserves the right to change the parking system for the Parking Areas to provide special requirements for weekend, holiday or after hours usage and to temporarily close the Parking Areas, or portions thereof to make such repairs or alterations as Landlord may deem reasonably appropriate. In the event Landlord elects to implement a validation system, Tenant may validate visitor parking by such method or methods as Landlord may approve, at the validation rate from time to time generally applicable to visitor parking. Tenant acknowledges that Landlord has arranged or may arrange for the Parking Areas to be operated by an independent contractor, not affiliated with Landlord. In the event of a holdover by Tenant, Landlord reserves the right to revoke Tenant's right to use the Parking Spaces and to confiscate any or all of Tenant's Access Cards.

(4) **No Liability.** All motor vehicles (including all contents thereof) will be parked in the Parking Areas at the sole risk of Tenant and each other Tenant Party, it being expressly agreed and understood Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such vehicles. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, LANDLORD HAS NO LIABILITY WHATSOEVER TO TENANT FOR ANY PROPERTY DAMAGE OR LOSS OR

PERSONAL INJURIES WHICH MIGHT OCCUR WITHIN THE PARKING AREAS OR AS A RESULT OF OR IN CONNECTION WITH THE PARKING OF MOTOR VEHICLES IN ANY OF THE PARKING SPACES, EXCEPT TO THE EXTENT ANY SUCH DAMAGE OR LOSS IS CAUSED BY LANDLORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Landlord is not responsible for enforcing Tenant's parking rights against any third parties.

(5) **Parking Charges.** In consideration therefor, during the initial Term of this Lease, Tenant will pay to Landlord as Rent and with each installment of Base Rent due under this Lease, the parking charges described in the Parking Table plus any applicable sales tax assessed on the Parking Charge (collectively, the "**Parking Charge**"). Default in the payment of the Parking Charge will be deemed to be an Event of Default in the payment of Rent. Throughout the Term, Tenant must pay the Parking Charge for all the Parking Space regardless of whether Tenant actually utilizes the Parking Spaces.

(6) **Access Cards.** Where and when applicable, Landlord will issue access cards (the "**Access Cards**"), to facilitate access to the Parking Areas. The Access Cards will remain the property of Landlord. Prior to issuing the Access Cards, Tenant must deliver to Landlord a list of automobile makes and models, automobile license plate numbers and names of the Tenant Parties who will be using the Parking Spaces, together with payment of Landlord's then current charge per Access Card. Landlord will have the right to charge a fee for the issuance of replacement or duplicate Access Card issued by Landlord. Tenant must provide Landlord with prior written notice of any desired change in persons or automobiles using the Parking Spaces. Landlord may elect to establish parking zones in the Parking Areas and if Landlord so elects, the Access Cards may be issued to specifically identified vehicles and the Parking Charge may relate to specified zone(s) as determined by Landlord. If Landlord implements a system whereby only specifically identified vehicles are granted Access Cards, other vehicles will not be permitted to use the Parking Areas without the Landlord's prior written consent.

(7) **Additional Parking Spaces.** In the event that Tenant desires to lease Parking Spaces in addition to the Parking Spaces described in the Parking Table (the "**Additional Parking Spaces**"), Tenant may provide to Landlord a written request for said Additional Parking Spaces. In the event that Landlord determines, in Landlord's sole discretion, that all or a portion of the requested Additional Parking Spaces are available, Landlord may provide a written response to Tenant's aforementioned request, whereupon Tenant must pay for (at Landlord's then current rate) said Additional Parking Spaces on a month-to-month basis terminable by either party upon 30 days' written notice to the other party.

(d) **Certain Rights Reserved by Landlord.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises and subject at all times to Section 15(g) below, Landlord will have the following rights:

(1) **Building Operations.** To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice, except in cases of real or apparent emergency, in which case no notice will be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building. Tenant agrees that Landlord will not be required to perform any such work after Normal Business Hours. Furthermore, Landlord will not be liable to Tenant in any manner for any such interference, nor will the same: (i) entitle Tenant to any abatement or reduction of Rent; (ii) affect, impair, reduce, or excuse the performance of Tenant's obligations under this Lease during any such interference; (iii) constitute an actual or constructive eviction of Tenant, in whole or in part; or (iv) entitle Tenant to terminate this Lease.

(2) **Security.** To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after Normal Business Hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after Normal Business Hours under such reasonable regulations as Landlord may prescribe from time to time.

(3) **Prospective Purchasers and Lenders.** Upon reasonable prior notice to Tenant (which notice may be verbal), to enter the Premises at all reasonable hours to show the Premises to prospective purchasers or lenders.

(4) **Prospective Tenants.** At any time during the last 12 months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, to enter the Premises at all reasonable hours to show the Premises to prospective tenants.

(c) **Intentionally Omitted.**

(f) **Loading Dock.** Tenant will have an exclusive license to use and occupy the loading docks, if any, attached to and exclusively serving the Premises (collectively, the "**Loading Dock**"). Subject to the provisions of this Lease applicable to the Premises and the Rules and Regulations, Tenant may use the Loading Dock for loading and access to and from the Premises for the Permitted Use. Tenant must comply with all Laws in connection with its use of the Loading Dock. Tenant must cause its personnel and visitors to remove their vehicles from the Loading Dock at the end of each Business Day. Notwithstanding the foregoing, Tenant will not be required to remove any delivery trucks and trailers from Tenant's Loading Docks unless such trucks and trailers impede the access of other tenants to their premises or loading docks. Tenant must, at Tenant's sole cost and expense, maintain and repair the Loading Dock to the same extent that Tenant is required to maintain and repair the Premises under this Lease. Further, Tenant will Indemnify and Defend the Landlord Parties in connection with the Loading Dock to the same extent that Tenant is required to Indemnify and Defend the Landlord Parties with respect to the Premises pursuant to this Lease.

3. **Rent.**

(a) **Payment.** Tenant must timely pay to Landlord Rent (as hereinafter defined), without notice, demand, abatement, deduction or set off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association (or by Electronic Funds Transfer of immediately available federal funds to an account designated by Landlord) at Landlord's Payment Address provided for in this Lease or as otherwise specified by Landlord and must be accompanied by all applicable state and local sales or use taxes. No payment by Tenant or acceptance by Landlord of an amount less than the full Rent due hereunder will be deemed a Waiver by Landlord of the full amount of Rent due hereunder. No partial payment or endorsement on any check or any letter accompanying any payment of Rent will be deemed an accord and satisfaction, but Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due hereunder or any Late Charge assessed against Tenant hereunder. The obligations of Tenant to pay Rent and the obligations of Landlord under this Lease are independent obligations.

(b) **Base Rent.** Base Rent, adjusted as herein provided, is payable monthly in advance. The first monthly installment of non-abated Base Rent is payable contemporaneously with the execution of this Lease; thereafter, the monthly installments of Base Rent is payable on or before the first day of each month of the Term. The monthly Base Rent for any partial month at the beginning of the Term will be prorated based on the number of days in such month. Payments of Base Rent for any fractional calendar month at the end of the Term will be similarly prorated.

(c) **Additional Rent.** "**Additional Rent**" means Operating Cost Share Rent and Tax Share Rent. Tenant must pay Additional Rent at the same time and in the same manner as Base Rent.

(1) **Operating Costs.**

(i) **Operating Cost Share Rent.** Tenant must pay to Landlord Tenant's Proportionate Share of Operating Costs for each year and partial year falling within the Term ("**Operating Cost Share Rent**"). Landlord may make a good faith estimate of the Operating Cost Share Rent to be due by Tenant for any calendar year or part thereof during the Term. During each calendar year or partial calendar year of the Term, Tenant must pay to Landlord, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Operating Cost Share Rent for such calendar year or part thereof divided by the number of months therein. From time to time prior to, during, or after the expiration or earlier termination of the Term, Landlord may estimate and re-estimate the Operating Cost Share Rent due (or to be due) by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, (i) Tenant must immediately pay to Landlord any amounts indicated on the estimate or re-estimate resulting from an estimated underpayment of Operating Cost Share Rent, and/or (ii) the monthly installments of Operating Cost Share Rent payable by Tenant will be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant will have paid all of the Operating Cost Share Rent as estimated by Landlord. Any amounts paid based on such an estimate will be subject to adjustment as herein provided when actual Operating Costs are available for each calendar year. Should the Term commence or terminate as to any portion of the Premises at any time other than the 1st day of a calendar year, Tenant's Proportionate Share of Operating Costs will be prorated accordingly.

(ii) **Operating Costs Inclusions.** "**Operating Costs**" means all costs, expenses and disbursements that are incurred by or on behalf of Landlord in connection with the ownership, operation, management, repair and maintenance of the Project, determined in accordance with sound accounting principles consistently applied, including, but not limited to, the following: (i) wages, salaries and benefits of all on-site employees engaged exclusively in the supervision, management, operation, maintenance, repair, security or access control of the Project (together with Landlord's reasonable allocation of wages, salaries and benefits of off-site employees who perform all or a portion of their services in connection with the supervision, management, operation, maintenance, repair, security or access control of the Project), including taxes, insurance and benefits relating thereto; (ii) the cost of all supplies, tools, equipment, replacement parts, components and materials used exclusively in the operation, management, supervision, repair, security and maintenance of the Project; (iii) the cost of all utilities; (iv) the cost of all maintenance and service agreements for the Project and the equipment therein; (v) the cost of all insurance relating to the Project including, but not limited to, the cost of commercial general liability, automobile liability, property, workers

compensation, employers liability, rental loss and business interruption insurance; (vi) the cost of repairs and general maintenance of the Project; (vii) Landlord's accounting costs attributable to the Project; (viii) Included Capital Items (as hereinafter defined); (viii) reasonable and customary management fees (which management fees may be paid to Landlord if Landlord manages the Project); (ix) costs resulting from any association or similar entity, any charges assessed against the Project pursuant to any contractual covenants or recorded declarations or covenants, conditions and restrictions, if any, affecting the Project; and (x) costs attributable to any Parking Areas.

(iii) **Operating Costs Exclusions.** "Operating Costs" does not include costs for (i) leasing commissions, attorneys' fees, costs, and other expenses incurred in connection with leasing space in the Project; (ii) advertising and promotional expenditures for leasing and marketing the Project; (iii) costs incurred by Landlord in the discharge of its obligations for tenant improvements, if any, (iv) costs (including, without limitation, permit, license, and inspection fees) incurred in renovating or otherwise improving or decorating, painting, or redecorating vacant space or space for tenants or prospective tenants of the Project, provided, however, the exclusion described in this subsection is not applicable to the Building or Common Areas; (v) any cost or expense to the extent that Landlord is entitled to payment or reimbursement from any tenant (including Tenant), insurer, governmental or quasi-governmental authority, or other person (other than through payment of its proportionate share of Operating Costs) or for which any tenant or other party (including Tenant) pays third persons; (vi) any depreciation and amortization on the Building except as permitted for Included Capital Items; (vii) Capital Items (as hereinafter defined) that are not Included Capital Items; (viii) debt service on any mortgages or other debt, or rent on any ground or underlying lease, or debt service on any other manner of financing; (ix) costs, fees, fines, attorney's fees and disbursements, judgments, or any other sums at any time incurred or arising due to the violation by Landlord of Laws or the terms and conditions of any lease, occupancy agreement, or any other agreement at any time pertaining to the Project; (x) costs of Landlord's general corporate overhead and general administrative expenses, provided, however, the exclusion described in this subsection is not applicable to the management fee; (xi) interest, fees, fines, attorney's fees and disbursements, costs, penalties or any other sums at any time incurred or arising from or due to Landlord's grossly negligent late payment of taxes, utilities, or any other costs or assessments; (xii) Taxes; (xiii) legal expenses for services, other than those that benefit the Project tenants generally (e.g., tax disputes and enforcing Rules and Regulations); and (xiv) testing, investigation, management, maintenance, remediation, or removal of Hazardous Materials introduced to the Project by Tenant in violation of applicable Laws.

(iv) **Capital Items; Included Capital Items.** As used herein, "**Capital Items**" means improvements, repairs, or replacements that Landlord is obligated or permitted to make pursuant to this Lease, the cost of which is not fully deductible in the year incurred in accordance with GAAP. As used herein, "**Included Capital Items**" means Capital Items: (A) which although capital in nature can reasonably be expected to reduce the normal operating costs of the Project or otherwise improve the operating efficiency of the Project, (B) made in order to improve safety, (C) that are necessary in order to operate the Project at the same quality level, (D) made in order to comply with any Laws that are amended, become effective, are first enforced, or are interpreted or enforced differently after the Lease Date, (E) made in order to comply with a requirement of Landlord's insurance carrier, and (F) which are properly included in Operating Costs in accordance with GAAP. Included Capital Items will be amortized over the useful life of such items as determined by GAAP.

(v) **Cap on Controllable Operating Costs.** As of January 1 of the year following the year in which the Commencement Date occurs (the "**Cap Start Date**"), the period between the Cap Start Date and the expiration of the initial Term being referred to herein as the "**Cap Term**"), Operating Costs shall be comprised of "**Controllable Operating Costs**" and "**Non-Controllable Operating Costs**." Controllable Operating Costs are those components of Operating Costs that are within the reasonable control of Landlord; thus, excluding taxes, insurance, utilities, snow removal costs and other weather-related costs (including landscape maintenance costs, such as those resulting from infestation, storms, drought and other severe weather), costs incurred to comply with governmental requirements, increased costs due to union or other collective bargaining negotiations, costs resulting from acts of Force Majeure, and other costs beyond the reasonable control of Landlord. Non-Controllable Operating Costs are those components of Operating Costs that are not Controllable Operating Costs. Notwithstanding the foregoing, for the purpose of calculating Tenant's Proportionate Share of Operating Costs each year during the Cap Term, the items of Controllable Operating Costs shall be deemed not to increase more than 8% (the "**Cap Percentage**") per calendar year on a *cumulative and compounding basis* throughout the Cap Term commencing on the Cap Start Date. For example, if the Cap Percentage is 8%, then the maximum amount of Controllable Operating Expenses that may be included in the calculation of Tenant's Proportionate Share of Operating Costs for each calendar year during the Cap Term shall equal the product of the Controllable Operating Costs during the year prior to the Cap Start Date and the following percentages for the following calendar years: 108% for the first calendar year of the Cap Term; 116.64% for the second calendar year of the Cap Term; 125.97% for the third calendar year of the Cap Term, etc. However, any increases in Operating Costs not recovered by Landlord due to the foregoing limitation shall be carried forward into succeeding calendar years during the Term (subject to the foregoing limitation) to the extent necessary until fully recouped by Landlord.

(2) **Taxes.**

(i) **Tax Share Rent.** Tenant must also pay Tenant's Proportionate Share of Taxes for each year and partial year falling within the Term in excess of Taxes for the Base Year, if any ("**Tax Share Rent**"). Tenant must pay Tax Share Rent in the same manner as provided above for Operating Cost Share Rent.

(ii) **Taxes Inclusions.** "**Taxes**" means all taxes, assessments, levies, impositions, tolls, excises, tariffs, charges or fees imposed, levied, assessed against, or arising in connection with, the ownership, management, use, occupancy, rental, leasing, control, operation or possession of the Project (including the improvements, personal property, fixtures, machinery, equipment, systems, and apparatus used in connection therewith), including, without limitation, (i) real estate taxes, (ii) ad valorem taxes, (iii) personal property taxes, (iv) gross receipts taxes, (v) rent taxes, (vi) margin taxes, (vii) sewer rents, (viii) water rents, (ix) special or general assessments (including assessments under any covenants, conditions, restrictions or other private agreement affecting the Project), (x) transit taxes, (xi) improvement bonds, (xii) assessments for special improvement districts and building improvement districts, (xiii) governmental charges, fees and assessments for schools, hospitals, police, fire, traffic mitigation or other governmental service, (xiv) all taxes attributable to taxable margin allocated to the Project levied pursuant to Chapter 171 of the Texas Tax Code or any amendment, adjustment or replacement thereof ("**Margin Taxes**"), (xv) Landlord's costs incurred to comply with, review, dispute, protest and appeal Taxes (including, without limitation, attorneys' fees and consultants' fees), (xvi) any taxes, assessments, levies, impositions, tolls, excises, tariffs, charges or fees imposed, levied or assessed in lieu of or in substitution, addition or supplementation of other Taxes, (xvii) any taxes, assessments, levies, impositions, tolls, excises, tariffs, charges or fees imposed, levied or assessed by reason of events occurring, or changes in Laws taking effect, during the Term of this Lease, including but not limited to a change in the ownership of the Project (or any portion thereof) or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the parties, and (xviii) income taxes which are limited to income from real property.

(iii) **Taxes Exclusions.** "**Taxes**" excludes the following unless specifically described in the definition of "**Taxes**" above or unless Landlord determines that they are imposed, levied or assessed in lieu of or in substitution, addition or supplementation of other Taxes (i) penalties and interest on Taxes due to Landlord's failure to timely pay Taxes, (ii) inheritance taxes, (iii) gift taxes, (iv) franchise taxes, (v) federal and state taxes on income, (vi) transfer taxes, (vii) excise taxes, (viii) capital stock taxes, (ix) estate taxes, and (x) succession taxes.

(iv) **Waiver of Right to Protest.** Tenant hereby Waives any and all rights under Section 41.413 and 42.015 of the Texas Tax Code granting to Tenant the right to contest appraised values, or to receive notice of reappraised values, on all or any portion of the Project irrespective of whether Landlord has elected to contest same. To the extent such Waiver is prohibited by applicable law, Tenant hereby appoints Landlord as Tenant's attorney in fact, coupled with an interest, to appear and take all actions on behalf of Tenant which Tenant may have under said Section of the Code with respect to the Project, but not with respect to Tenant's personal property located within the Premises.

(v) **Taxes on Tenant's Property.** Tenant is liable for all taxes levied or assessed against leasehold improvements and personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Project. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such leasehold improvements or personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant must pay to Landlord, within 30 days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder; however, Landlord will not pay such amount if Tenant notifies Landlord that it will contest the validity or amount of such taxes before Landlord makes such payment, and thereafter diligently proceeds with such contest in accordance with Law and if the non-payment thereof does not pose a threat of loss or seizure of the Project or interest of Landlord therein or impose any fee or penalty against Landlord.

(3) **Intentionally Omitted.**

(4) **Statement.** Within 120 days after the end of each calendar year, or as soon thereafter as practicable, Landlord will furnish to Tenant a statement of Additional Rent for the previous year (the "**Statement**"). If Tenant's estimated payments of Additional Rent for the year covered by the Statement exceed Tenant's Proportionate Share of such items as indicated in the Statement, then Landlord must promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Additional Rent for such year are less than Tenant's Proportionate Share of such items as indicated in the Statement, then Tenant must promptly pay Landlord such deficiency. If within 20 days of receiving the Statement Tenant does not give Landlord written notice stating in reasonable detail any objection to the Statement, Tenant will be deemed to have approved such Statement in all respects and Tenant will have no right to challenge the statement or seek any modifications to the Statement or any Additional Rent paid by Tenant relating to such Statement. This provision will survive termination or expiration of this Lease.

(5) **Gross Up.** With respect to any period of time in which the Building (and/or Project, as applicable) is not occupied to the extent of 95% of the rentable area therefore or Landlord is not supplying Services to 95% of the rentable area thereof, the components of Additional Rent for such period of time which vary with the occupancy of the Building

(and/or Project, as applicable) will, for the purposes hereof, be increased to the amount which would have been incurred had the Building (and/or Project, as applicable) been occupied to the extent of 95% of the rentable area thereof and Landlord had been supplying Services to 95% of the rentable area thereof.

(6) **Additional Rent Pools.** If the Project consists of more than one building or is part of a multi-building complex, Additional Rent for the Project may be prorated among any of the buildings of the Project, as reasonably determined by Landlord. Additionally, if the Building or Project is benefited or serviced by facilities or improvements located at another building or on other land owned by Landlord (or an affiliate of Landlord) or on other land within the Project, Additional Rent associated with such facilities or improvements may be prorated among any of the buildings of the Project or among the buildings so benefited or serviced, as reasonably determined by Landlord.

(d) **Rent.** "Rent" means Base Rent, Additional Rent, Late Charges and all other sums that Tenant may owe to Landlord or otherwise be required to pay under this Lease.

(e) **Tenant's Proportionate Share.**

(1) **For the Building.** Tenant's Proportionate Share for the Building is a percentage equal to the RSF of the Premises divided by the RSF of the Building.

(2) **For the Project.** If applicable, Tenant's Proportionate Share for the Project is a percentage equal to the RSF of the Premises divided by the RSF of the Project.

(3) **Multiple Buildings.** If the Project ever consists of more than one building, Landlord may from time to time (i) create separate Additional Rent pools for certain buildings, (ii) combine two or more buildings into a single Additional Rent pool, (iii) create separate Additional Rent pools for certain buildings and combine Additional Rent pools for other buildings, and (iv) create an Additional Rent pool for the Project as a whole.

(4) **Change in RSF.** If there is a change in the RSF of the Premises, the Building, any other buildings within the Project and/or the Project as a whole, Landlord may from time to time recalculate Tenant's Proportionate Share(s) to account for such change(s).

(5) **Reasonable Recalculations.** Landlord may from time to time recalculate Tenant's Proportionate Share(s) in any other reasonable manner consistent with the calculations at Comparable Buildings.

(6) **As of Lease Date.** Subject to the other provisions of this subsection, and subject to any mathematical errors in the calculations (which errors will be disregarded and automatically corrected without the need for any notice or documentation thereof), as of the Lease Date the parties anticipate that Tenant's Proportionate Share(s) is/are the percentage(s) set forth in the Basic Lease Information.

(f) **Interest on Past Due Rent.** All past due Rent will bear interest from the date due until paid at the lesser of 18% per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "Default Rate").

(g) **Late Charge on Past Due Rent.** If Tenant fails to pay any Rent when due, Tenant must immediately pay to Landlord a fee equal to 5% of the delinquent Rent ("Late Charge") payment to reimburse Landlord for the cost and inconvenience incurred as a consequence of Tenant's failure to pay such Rent when due.

(h) **Determination of Charges.** Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions set forth in this Lease for determining rent and other charges and amounts payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. Accordingly, Tenant hereby voluntarily and knowingly Waives all rights and benefits of Tenant under Section 93.012 of the Texas Property Code, as such section now exists or as may be hereafter amended or succeeded.

4. **Security Deposit.**

(a) **Delivery.** Contemporaneously with the execution of this Lease, Tenant must pay to Landlord the Security Deposit, if any, which will be held by Landlord to secure Tenant's performance of its obligations under this Lease.

(b) **Application.** Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation Tenant fails to perform hereunder. Following any such application of the Security Deposit, Tenant must pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount.

(c) **Waiver.** Notwithstanding anything in this Lease to the contrary, Tenant hereby expressly Waives the requirements and applicability of Section 93.005 – 93.011 of the Texas Property Code.

(d) **Return.** Landlord agrees to return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations within a reasonable time after all of the following have occurred (i) the Term ends, (ii) Tenant's surrender of the Premises in compliance with the provisions of this Lease, (iii) Tenant's performance of all of its obligations under this Lease, (iv) if the Tenant's notice address is the Premises, Tenant providing Landlord a new notice address in accordance with the requirements of this Lease, and (v) the Statement relating to the calendar year in which the Term ends has been delivered to Tenant. For the avoidance of doubt, Landlord will not be required to return the Security Deposit in the event Landlord terminates the Lease or Tenant's possession of the Premises pursuant to this Lease until the foregoing conditions have been met, in Landlord's sole discretion.

(e) **Transfer.** If Landlord transfers its interest in the Premises and the transferee assumes Landlord's obligations under this Lease, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter will have no further liability for the return of the Security Deposit.

(f) **Miscellaneous.** The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (as defined herein). The Security Deposit may be commingled with other funds, and no interest will be paid thereon. The rights and obligations of Landlord and Tenant under this Section are subject to any other requirements and conditions imposed by Laws applicable to the Security Deposit.

5. **Services and Utilities.**

(a) **Services.** Other than Landlord's maintenance obligations expressly set forth in this Lease, Landlord is not obligated to provide any services to Tenant.

(b) **Utilities.** Tenant must obtain and pay for all water, sewer, electricity, gas, refuse and trash collection, telephone and other utilities for the Premises. If necessary, Tenant must perform and pay for all work required to supply separately metered utilities to the Premises. Notwithstanding the foregoing, Landlord may elect to furnish water and sewer service to the Building. Except to the extent caused by Landlord's negligence or willful misconduct, Landlord will not be liable for any interruption whatsoever, nor will Tenant be entitled to an abatement or reduction of Rent on account of any interruption in utility services. Tenant must not install any equipment which exceeds or overloads the capacity of the utility facilities serving the Premises or the Building.

(c) **Security Service.** Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Premises and that Landlord will not be liable to Tenant for, and Tenant Waives any claim against Landlord with respect to, any loss by theft or any other injury (including death) or damage suffered or incurred by Tenant or its employees or agents in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

6. **Alterations; Maintenance and Repairs.**

(a) **Alterations.**

(1) **Landlord Consent.** No alterations, additions, or improvements (collectively "**Alterations**") in or to the Premises may be made without Landlord's prior written consent, which consent will not be unreasonably withheld or delayed by Landlord; provided, however, Landlord may withhold its consent to any Alteration that would adversely affect (in the reasonable discretion of Landlord) the (i) the Building Structure or the Building Systems (including the Building's restrooms or mechanical rooms), (ii) exterior appearance of the Building, (iii) appearance of the Building or Common Areas, or (iv) provision of services to other occupants of the Building. Alterations include painting, lighting, decorations, signs, window or door lettering, or advertising media of any type visible from the exterior of the Premises. Landlord approval of any Alterations (or the plans therefor) will not constitute a statement or acknowledgment by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with Laws, and Tenant will be solely responsible for ensuring all such compliance.

(2) **Performance of Alterations.** Tenant must perform Alterations in a good and workmanlike manner, in compliance with all Laws and at Tenant's sole cost and expense. At Landlord's election (but without obligation), all or any portion of the Alterations may be performed by Landlord for Tenant's account and at Tenant's expense.

(3) **Ownership.** All such Alterations will remain the property of Tenant until the expiration or earlier termination of this Lease, at which time they will be and become the property of Landlord, subject to any separate removal and/or restoration obligations contained in the Lease.

(4) **Taxes on Alterations.** In addition to and wholly apart from Tenant's obligation to pay Additional Rent, Tenant will be responsible for and must pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against its fixtures or personal property, on the value of Alterations within the Premises, and on Tenant's interest pursuant to this Lease, or any increase in any of the foregoing based on such Alterations. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant must pay the amount thereof as invoiced to Tenant by Landlord.

(5) **Reimbursement of Costs.** Within 30 days of Landlord's request from time to time, Tenant shall reimburse Landlord for all actual third-party costs incurred by Landlord relating to Alterations, including, without limitation, (i) third-party engineering and architectural costs incurred by Landlord relating to Landlord's review of plans for Alterations or the review of the performance of Alterations, (ii) construction oversight fees payable by Landlord to a third-party (e.g., Landlord's property manager) for such party's oversight of the Alterations, (iii) attorneys' fees incurred in connection with Landlord's approval of the Alterations and the drafting and negotiation of any documents memorializing such approval, (iv) performance of the Alterations (if Landlord elects to perform any of the Alterations), and (v) removal of the Alterations. Notwithstanding the foregoing, upon Landlord's election Tenant will be required to pre-pay all or a portion of the estimated third-party costs prior to commencing the performance of Alterations.

(b) **Maintenance and Repairs.**

(1) **Tenant's Maintenance and Repairs.**

(i) **General Obligations.** Subject to Section 6(b)(2) below, Tenant must, at Tenant's sole cost and expense, maintain and repair (and if necessary, replace) in a good, clean, safe, and operable condition, all portions of the Premises, including, without limitation, the following: (i) all equipment, fixtures, trade fixtures, alterations, improvements, and property located inside the Premises, (ii) Tenant's equipment, fixtures, trade fixtures, alterations, improvements, and property located outside the Premises ("**Tenant's Off-Premises Equipment**"), (iii) any systems, equipment, fixtures, trade fixtures, alterations or improvements exclusively serving the Premises (e.g., HVAC systems), (iv) any branch lines of the Building Systems exclusively serving the Premises, and (v) any doors (including entry doors and overhead doors), special store fronts, dock bumpers, dock plates or levelers, entries, windows, glass or plate glass (except to the extent such windows, glass or plate glass are part of the Building Structure). Furthermore, Tenant must repair, at Tenant's sole cost and expense, all damage to any portion of the Project caused by any Tenant Party. Tenant must perform its obligations under this Section: (A) in compliance with all Laws, (B) in accordance with equipment manufacturer's suggested service programs, and (C) using only contractors approved in writing in advance by Landlord.

(ii) **Landlord's Option to Perform.** Landlord may at any time assume all or any portion of Tenant's obligations set forth in this Section. Further, Landlord may elect to perform any of the obligations under this Section: (i) upon Tenant's request for specific maintenance or repairs of the type that Landlord performs for other tenants of the Building, or (ii) if Tenant fails to perform any of the obligations under this Section. Landlord's cost thereof (plus a 5% markup in the event of the foregoing (i) or (ii)), at Landlord's election, will be: (A) paid by Tenant to Landlord within 30 days after Landlord has invoiced Tenant therefor, and/or (B) included in Operating Costs notwithstanding anything in this Lease to the contrary (including any Operating Costs exclusion contained in this Lease).

(iii) **Water or Mold Notification.** Tenant shall implement the following measures within the Premises, including, but not limited to, the following: (i) maintaining the cleanliness of the Premises; (iii) removing visible moisture accumulations on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible; and (iv) not blocking or covering any HVAC ducts within the Premises. Tenant must promptly report to Landlord any evidence of mold or of a water leak or excessive moisture within the Premises or the Project.

(iv) **Maintenance Service Contracts.** Tenant, at its own cost and expense and subject to Landlord's prior right to contract for such services, must enter into and at all times maintain one or more maintenance service contracts with a contractor(s) for hot water, heating and air conditioning, and other mechanical systems and equipment within or serving the Premises, which contract (i) must be approved in advance by Landlord, (ii) must be with a licensed third-party contractor, (iii) must provide for routine maintenance (no less than quarterly) and repairs to such equipment, (iv) must include all services recommended by the equipment manufacturer within the operation/maintenance manual, and (v) must become effective (and a copy of such contract or contracts delivered to Landlord by Tenant) within 30 days following the date Tenant takes possession of the Premises. Tenant must immediately furnish to Landlord copies of any inspection, test, maintenance and repair reports upon Landlord's request.

(v) **Air Temperature.** Tenant must maintain the air temperature in the Premises warm enough to prevent freezing of the plumbing and sprinkler systems, if any.

(2) **Landlord's Maintenance and Repairs.** Landlord must maintain and make necessary repairs to the Building Structure, the Building Systems and the Common Areas in the same condition as maintained in Comparable Buildings, subject to reimbursement therefor to the extent constituting Operating Costs; provided, however, Landlord will not be obligated to maintain or repair any items for which Tenant is responsible for maintaining and repairing pursuant to this Lease. Tenant must promptly notify Landlord of the need for any such maintenance or repairs.

(c) **Performance of Work.** All work described in this Section will be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord. Prior to Tenant's execution of contract with contractors or subcontractors for the performance of any work, Tenant must submit the contract to Landlord for its approval, which approval will not be unreasonably withheld or delayed. Tenant and all contractors and subcontractors must abide by all rules made by Landlord's Building manager with respect to the performance of any work, including, without limitation, rules regarding the use of freight, loading dock and service elevators, any required shutdown of utilities (including life-safety systems), storage of materials, coordination of work with the contractors of other tenants, and the construction of any work. Tenant must cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, Landlord's property management company and Landlord's asset management company as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require (including, if required by Landlord, builder's risk insurance). Tenant must provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work must be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building Structure and the Building Systems). All such work which may affect the Building Structure or the Building Systems must be approved by the Building's architect and engineer of record, at Tenant's expense and, at Landlord's election, must be performed by Landlord's usual contractor for such work. All work affecting the roof of the Building must be performed by Landlord's roofing contractor and no such work will be permitted if it would void or reduce the warranty on the roof. Landlord will have the right to inspect any work at all times, provided however, that Landlord's inspection of any work will not constitute Landlord's approval of the work. Should Landlord reasonably disapprove any portion of the work, Landlord will notify Tenant in writing of such disapproval and will specify the items disapproved. Any defects in the work must be rectified by Tenant at no expense to Landlord. At the conclusion of construction of any work, (i) Tenant must cause the architect and contractor (A) to update the plans and specification as necessary to reflect all changes made to the final plans and specifications during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct and (C) to deliver to Landlord 2 sets of copies of such record set of drawings, and (ii) Tenant must deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

(d) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party will be deemed authorized and ordered by Tenant only, and Tenant must not permit any mechanic's liens to be filed against the Premises or the Project in connection therewith. Upon completion of any such work, Tenant must deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant must, within 10 days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, the Project or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (i) pay the amount of the lien and cause the lien to be released of record, or (ii) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, must be paid by Tenant to Landlord within 10 days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and will be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein will be deemed a consent by Landlord to any liens being placed upon the Premises, the Project or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work.

(e) **Visible Premises.** Notwithstanding any other provision in this Lease to the contrary, with respect to any portion of the Premises visible from any Common Areas inside or outside of the Building (the "**Visible Premises**"), Tenant must (i) maintain such Visible Premises and furniture, fixtures and equipment located therein in a neat and first-class condition throughout the Term and any extension thereof, (ii) not use the Visible Premises for storage, and (iii) obtain Landlord's prior written consent as to the interior paint color, signage, carpeting, furniture and equipment contained in the Visible Premises.

(f) **Telecommunications.** Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, will have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications**").

Services”), for part or all of Tenant’s telecommunications within the Building and from the Building to any other location without Landlord’s prior written consent. All providers of Telecommunications Services will be required to comply with the Rules and Regulations, applicable Laws and Landlord’s policies and practices for the Building. Tenant acknowledges that Landlord will not be required to provide or arrange for any Telecommunications Services and that Landlord will have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, will be solely responsible for obtaining all Telecommunications Services.

7. Use.

(a) Permitted Use. Tenant must occupy and use the Premises only for the Permitted Use. The Premises must not be used for any other purpose without the prior consent of Landlord.

(b) Permits and Licenses. Tenant must, at its sole cost and expense, obtain and maintain in effect at all times all federal, state and local permits and licenses, necessary for the operation of Tenant’s business, and must deliver to Landlord reasonable evidence of such valid permits and licenses upon Landlord’s request therefor.

(c) Compliance with Laws. Tenant must, at its sole cost and expense, (i) comply with all Laws relating to the use, condition, access to, and occupancy of the Premises, and (ii) within 5 business days of Landlord’s request from time to time, furnish to Landlord written evidence of Tenant’s compliance with all Laws to the extent such evidence exists (e.g., a permit for Alterations requiring a municipal permit). Tenant acknowledges that Landlord is not stating that any use by Tenant of the Premises is permitted under applicable Laws. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act of 1990 (the “ADA”) and the Texas Accessibility Standards (“TAS”), responsibility for compliance with the terms and conditions of Title III of the ADA and TAS, each as amended from time to time, and all regulations and guidelines issued by authorized agencies with respect thereto (collectively, the “Disabilities Laws”), may be allocated as between Landlord and Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that the responsibility for compliance with Laws (including Disabilities Laws) will be allocated as follows: (i) Tenant will be responsible for compliance with the provisions of the Laws with respect to the Premises and access to the Premises (including ramps), including restrooms, if any, located within the Premises if applicable due to Tenant’s specific use or occupancy thereof (i.e. not applicable due to the general use or occupancy of the Premises by any tenant), and (ii) Landlord will be responsible for compliance with the provisions of the Laws (except to the extent Tenant is required to reimburse Landlord therefor through Operating Costs) with respect to the Building Structure, the Building Systems, and the Common Areas, other than compliance that is necessitated by the specific use of the Premises by Tenant or necessitated by installations or Alterations made by Tenant (which risk, expense and responsibility will be borne by Tenant). The allocation of responsibility for compliance with the Laws between Landlord and Tenant, and the obligations of Landlord and Tenant established by such allocations, supersedes any other provisions of this Lease that may contradict or otherwise differ from the requirements of this Section.

(d) Prohibited Uses.

(1) General Prohibited Uses. Tenant must not commit or suffer the commission of any waste, overload the Building Structure or the Building Systems or subject the Premises to use that would damage the Premises. Tenant must not permit any odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises or from any portion of the Common Areas as a result of Tenant’s or any Tenant’s Party’s use thereof in such quantities as to constitute a nuisance or a material disturbance. Tenant must conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. The Premises must not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any Hazardous Materials (except as expressly permitted in this Lease). If any invalidation of coverage or increase in the rate of fire insurance or other insurance occurs by any insurance company due to activity conducted from the Premises, or any act or omission by any Tenant Party, such statement or threat will be conclusive evidence that the increase in such rate is due to such act of Tenant or the contents or equipment in or about the Premises, and, as a result thereof, Tenant will be liable for such increase and such increase will be considered Additional Rent payable with the next monthly installment of Base Rent due under this Lease, and Landlord’s acceptance of such amount will not waive any of Landlord’s other rights. Tenant must not allow or give notice of any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings which could endanger the structure, or place any substances prohibited by Laws in the drainage system of the Building or Project. Outside storage, including without limitation, long-term storage of trucks and other vehicles, is prohibited without Landlord’s prior written consent. Waste, materials or refuse must not be dumped upon or permitted to remain outside the Premises. Tenant’s use of the Premises is subject to the exclusive use rights, if any, granted to other tenants of the Project, and Tenant must not use the Premises in violation of such rights. No use may be made of the Premises that would constitute the Premises as a place of public accommodation under the Disabilities Laws or similar state statutes or local ordinances or any regulations promulgated thereunder, all as may be amended from time to time.

(2) Intentionally Omitted.

(e) **Occupant Density.** Tenant must maintain a ratio of not more than one Occupant (as defined below) for each 250 RSF in the Premises (hereinafter, the "**Occupant Density**"). If Landlord has a reasonable basis to believe that Tenant is exceeding the Occupant Density, upon request by Landlord, Tenant must maintain on a daily basis an accurate record of the number of employees, temporary workers, visitors, contractors and other people that visit the Premises (collectively "**Occupants**"). Landlord will have the right to audit Tenant's Occupant record and, at Landlord's option, Landlord will have the right to periodically visit the Premises without advance notice to Tenant in order to track the number of Occupants working at the Premises. For purposes of this Section, "Occupants" does not include people not employed by Tenant that deliver or pick up mail or other packages at the Premises, employees of Landlord or employees of Landlord's agents or contractors. Tenant acknowledges that increased numbers of Occupants causes additional wear and tear on the Premises and the Common Areas, additional use of HVAC, electricity, water and other utilities, and additional demand for other Building services. Tenant's failure to comply with the requirements of this Section will constitute an Event of Default and Landlord will have the right, in addition to any other remedies it may have at law or in equity, to specifically enforce Tenant's obligations under this Section. Nothing contained in this Section will be interpreted to entitle Tenant to use more parking spaces than the number permitted by this Lease. If Tenant's actual Occupant Density exceeds one Occupant for each 250 RSF in the Premises, and if Landlord incurs more costs to provide Building services or to manage, operate, maintain and/or repair the Building than it would have incurred but for such excess Occupant Density (e.g., additional janitorial supplies), then in such event Tenant must reimburse Landlord for any such excess costs (in amounts reasonably determined by Landlord) within 30 days of Landlord's demand from time to time.

(f) **Rules and Regulations.** Tenant must comply with the rules and regulations ("**Rules and Regulations**") of the Project. The Rules and Regulations in effect as of the Lease Date are attached to this Lease as Exhibit B. Landlord may, from time to time, make reasonable changes to the Rules and Regulations, provided that such changes are applicable to all tenants of the Project and will not unreasonably interfere with Tenant's Permitted Use of the Premises. Tenant will be responsible for the compliance with the Rules and Regulations by each Tenant Party. In the event of any express conflict between the express terms of this Lease and the terms of the Rules and Regulations (as they may be amended), the express terms of this Lease will govern. Landlord will use commercially reasonable efforts to enforce the Rules and Regulations uniformly.

(g) **Hazardous Materials.**

(1) **Environmental Laws and Environmental Permits.** Tenant must comply with all Environmental Laws and Environmental Permits applicable to the operation or use of the Premises, will cause all other persons retained by or through Tenant who are occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, will pay or cause to be paid all costs and expenses incurred by reason of such compliance, and will obtain and renew all Environmental Permits required for Tenant's operation or use of the Premises.

(2) **Use of Hazardous Materials.** Tenant must not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials on the Premises or the Project without Landlord's prior written consent, which consent shall not be unreasonably delayed, conditioned or withheld, except for limited quantities of household cleaning products, office supplies and other materials used or stored at the Premises to the extent required in connection with the routine operation and maintenance of the Premises, and used and stored in compliance with all applicable Environmental Laws and Environmental Permits.

(3) **Environmental Site Assessment Report.** Upon reasonable prior notice to Tenant and during normal business hours, during the Term, Landlord may no more than annually perform an environmental site assessment report concerning the Premises, prepared by any environmental consulting firm chosen by Landlord, to evaluate Tenant's compliance with the requirements of this Section 7(g) of the Lease. Tenant will grant and hereby grants to Landlord and its agents access to the Premises to undertake such an assessment upon prior notice to Tenant and during normal business hours accordance with the terms and conditions set forth herein. If such assessment report indicates that Tenant is in violation of this Section 7(g) of the Lease, then Landlord shall notify Tenant of the same and include in such notice a detailed explanation of the alleged violation. Tenant shall have five (5) business days to object to the findings of any assessment report. If Tenant does not deliver a timely objection to Landlord, such environmental assessment report will be at Tenant's sole cost and expense, and the reasonable, direct cost of such assessment will be due and payable to Landlord within 30 days of receipt of an invoice therefor.

(4) **Notice of Environmental Conditions.** Tenant will promptly advise Landlord in writing of any of the following actually known to Tenant: (i) any pending or overtly threatened Environmental Claim against Tenant relating to the Premises or the Project; (ii) any condition or occurrence on the Premises or the Project that (A) results in noncompliance by Tenant with any applicable Environmental Law, or (B) results in an Environmental Claim against Tenant or Landlord or the Premises; (iii) any condition or occurrence on the Premises or any property adjoining the Premises that results in any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (iv) the actual or anticipated taking of any removal or remedial action by Tenant in response to the actual or alleged presence of any Hazardous Material on the Premises or the Project. All such notices must describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide

Landlord with copies of all communications regarding the Premises with any governmental agency relating to any violations of Environmental Laws, all such communications with any person relating to Environmental Claims (other than communications covered by an applicable legal privilege available to Tenant or any Tenant entities), and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord (other than reports covered by an applicable legal privilege available to Tenant or any Tenant entities).

(5) **Refueling.**

(i) **Generally.** If Tenant desires to refuel generators, forklifts, trucks or other vehicles or equipment at the Premises, then prior to the commencement of any such refueling, Tenant must comply with the provisions set forth in this subsection. In no event may any refueling occur outside and/or upon the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion, except for request for use of propane by Tenant for refueling of forklifts, which is approved by Landlord so long as such use is in compliance with applicable Environmental Laws. Tenant hereby covenants and agrees that it must at all times comply with all applicable Environmental Laws pertaining to secondary containment for fuel storage, distribution or transfer facilities (including without limitation the refueling of vehicles, equipment, generators, or other portable refueling operations), including but not limited to the Spill Prevention, Control, and Countermeasure Plan requirements contained in 40 C.F.R. Part 112 ("**SPCC**") as applicable.

(ii) **Spill Management Plan.** If Tenant desires to refuel generators, forklifts, trucks or other vehicles or equipment at the Premises with oil or petroleum based fuels other than propane, then Tenant must provide Landlord with a formal Spill Management Plan (the "**SMP**") for Landlord's review and written approval. Such SMP must include at a minimum: (i) the types and amounts of fuel that will be used and/or stored at the Premises; (ii) the types and number of equipment and/or vehicles that will be refueled; (iii) the name(s) of the contractor(s) which will be conducting the refueling and a copy of the contract with such contractor(s); an insurance certificate evidencing that each such contractor maintains, in addition to the coverages required of contractors in this Lease, Contractors Pollution Liability insurance on an occurrence basis, in amounts of no less than \$2,000,000.00 per occurrence, naming Tenant and Landlord Parties as additional insureds; (iv) the days and times when such refueling will occur, and the location within the Premises designated for refueling activities; (v) a list of the containment supplies that Tenant will have on-hand at all times; and (vi) a contingency plan for spills. No fueling activities requiring an SMP will occur until Landlord has approved Tenant's SMP in writing. Landlord's approval of the SMP will not be a representation or warranty of Landlord that the SMP is adequate for any use or complies with the SPCC or any other Law, but will merely be the consent of Landlord thereto. Tenant must comply with, and must cause each of its contractors to comply with, the final SMP that has been approved by Landlord. Tenant must immediately notify Landlord in writing in the event of any spill at the Premises or Project related to the fueling activities of Tenant or its contractors.

(iii) **Run-Off.** Fueling with oil or petroleum based fuels other than propane will occur only over diesel resistive substrate (such as concrete) with methods of controlling run-off in place should a release occur, such control being in accordance with the SPCC and no less than the Landlord-approved SMP. If refueling at the Premises could jeopardize or potentially invalidate a stormwater permit for the Premises or Project, Tenant must perform such work as may be required (including without limitation installing curbing around fueling operations at Tenant's cost, in a location and in accordance with plans approved in advance in writing by Landlord), such that there is no adverse effect to such permit and said permit remains valid and in good standing.

(6) **HazMat Certificate.** Prior to executing this Lease, Tenant has delivered to Landlord Tenant's executed initial Hazardous Materials Disclosure Certificate (the "**Initial HazMat Certificate**"), a copy of which is attached hereto as **Exhibit G**. Tenant covenants, represents and warrants to Landlord that the information in the Initial HazMat Certificate is true and correct and accurately describes the use(s) of Hazardous Materials which will be made and/or used on the Premises by Tenant, including the uses and storage of Tenant's products. At Landlord's request but no more frequently than annually, Tenant must deliver to Landlord an executed Hazardous Materials Disclosure Certificate (the "**HazMat Certificate**") describing Tenant's then-present use of Hazardous Materials on the Premises, and any other reasonably necessary documents and information as requested by Landlord. The HazMat Certificates required hereunder must be in substantially the form attached hereto as Exhibit G.

(7) **Phase I Environmental Report.** Tenant has requested that Landlord provide Tenant with a copy of that certain Phase I Environmental Site Assessment (the "**Report**"), dated September 13, 2017, prepared by ATC Group Services LLC, related to the Project. Landlord has agreed to let Tenant review a copy of the Report, provided that Tenant agrees to the following: (a) Tenant agrees to hold the Report and all attachments thereto in confidence and not to show the Report to any third party, other than to Tenant's employees or its environmental consultants or attorneys, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (b) Tenant agrees that the Report shall not be photocopied or otherwise reproduced in anyway, (c) that Landlord makes no representations or warranties as to the accuracy of the Report, and (d) the Report is provided to Tenant as a convenience for general informational purposes only and reliance thereto shall be at Tenant's sole risk and determination.

(8) **Landlord's Environmental Representation.** Landlord represents to Tenant that, to the best of Landlord's actual knowledge, except as set forth in the Report, Landlord has not received written notice from any governmental agency that the Premises, in the state existing on the Lease Date, violate any Environmental Laws. Landlord's actual knowledge shall mean and be limited to the actual knowledge of the person who is the Project owner's asset manager (not the Project's property manager) on the Lease Date, without duty of investigation, and such asset manager shall have no personal liability if such representation or warranty is untrue.

(9) **Landlord's Environmental Indemnity.** Landlord will Indemnify and Defend Tenant and its employees, successors and affiliates from and against any and all third-party Claims which arise before, during or after the Term which are brought or recoverable against, or suffered or incurred by Tenant or its employees, successors and affiliates, as a result of Landlord (but not any tenants, occupants or third parties) intentionally or negligently introducing Hazardous Materials onto the Project in violation of any Environmental Laws. The provisions of this Section 7(g)(9) shall survive the expiration or earlier termination of this Lease.

(h) **Asbestos Disclosure.** Tenant agrees that all construction and maintenance activities performed by Tenant or its employees, agents or contractors that involve the disturbance of asbestos in the Building must be coordinated through the manager of the Building and only trained and licensed personnel will be allowed access to the service areas of the Building to perform any asbestos demolition or renovation work. Tenant further acknowledges and agrees that in the event Tenant or its agents, employees or contractors come into contact with asbestos in connection with Tenant's construction and/or installation of any alterations, additions or improvements to the Premises hereunder, Tenant is and will be responsible for the proper management of the same as may be necessary by virtue of such contact. In no event will Landlord be liable for any increase in the cost of such alterations, additions or improvements which may result by virtue of the existence of such asbestos-containing materials and the necessary handling and treatment of same.

(i) **Animals.** Tenant must not bring or allow animals of any kind onto the Project; provided, however, Tenant may bring onto the Project a dog that is individually trained to do work or perform tasks directly related to the individual's disability for the benefit of such individual with a disability ("**Service Animal**") to the extent expressly permitted by the ADA or other applicable law. For the avoidance of doubt, animals whose presence deter crime and/or provide emotional support, well-being, comfort, or companionship do not constitute a Service Animal and are expressly prohibited on the Project. Tenant must (i) keep the Service Animal on a leash and under control at all times; (ii) repair and replace any damage caused by the Service Animal; (iii) cause the Service Animal to use outdoor facilities to relieve itself and immediately clean up the Service Animal's waste wherever occurring on the Project; (iv) use all efforts to prevent the Service Animal from barking or disturbing other tenants in any way; and (v) cause the Service Animal to wear identification (e.g., a vest or collar) indicating its Service Animal status. Notwithstanding the foregoing, if Tenant violates the provisions of this subsection three times, then Landlord may permanently prohibit Tenant's use of Service Animals at the Project.

8. Assignment, Subletting and Transfers.

(a) **Transfers.** Tenant must not, without the prior written consent of Landlord, (i) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current Control of Tenant, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, (vi) permit the use of any portion of the Premises by any parties other than Tenant, or (vii) enter into any transaction or series of transactions which results or will result in a reduction of the Net Worth of Tenant by an amount equal to or greater than 25% of such Net Worth of Tenant as it exists immediately prior to said transaction or transactions constituting such reduction (any of the events listed in this subsection being a "**Transfer**"). Any Transfer (other than an assignment or sublease to a Permitted Transferee, as defined below) which is made without the prior written consent of Landlord will be an Event of Default (defined below), and Landlord may, at the sole discretion of Landlord, deem such transfer null and void and of no force and effect.

(b) **Consent Standards.** Landlord may not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that same will not result in, either by the assignment or subletting or any consideration payable to Landlord in connection therewith, an adverse effect on any real estate investment trust (or pension fund or other ownership vehicle) qualification tests applicable to Landlord or any of its Affiliates, and the proposed transferee (i) is creditworthy, (ii) has a good reputation in the business community, (iii) will use the Premises for the Permitted Use (thus, excluding, without limitation, uses for credit processing and telemarketing) and will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building or Project, (iv) will not use the Premises, Building or Project in a manner that would materially increase the pedestrian or vehicular traffic to the Premises, Building or Project, (v) is not a governmental entity, or subdivision or agency thereof, (vi) is not another occupant of the Building or Project, (vii) is not a person or entity with whom Landlord is then, or has been within the 6-month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Building or Project or any Affiliate of any such person or entity, (viii) is not entitled, directly or indirectly, to diplomatic or sovereign immunity, and (ix) is subject to the service

of process in, and the jurisdiction of, the courts of the State or Commonwealth in which the Project is located; otherwise, Landlord may withhold its consent in its sole discretion. Additionally, Landlord may withhold its consent in its sole discretion to any proposed Transfer if any Event of Default by Tenant then exists.

(c) **Request for Consent.** If Tenant requests Landlord's consent to a Transfer, then, at least 60 days prior to the effective date of the proposed Transfer, Tenant must provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address of the proposed transferee and any entities and persons who own, Control or direct the proposed transferee; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character (collectively, a "**Transfer Notice**").

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee must deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises will be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer will release Tenant from its obligations under this Lease, but rather Tenant and its transferee will be jointly and severally liable therefor. Landlord's consent to any Transfer will not Waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant must pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment (provided that the foregoing will not waive any approval right that Landlord may have with respect to such improvements pursuant to another provision of this Lease).

(e) **Attornment by Subtenants.** Each sublease by Tenant hereunder will be subject and subordinate to this Lease and to the matters to which this Lease is or will be subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant will, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord will not be (i) liable for any previous act or omission of Tenant under such sublease, (ii) subject to any counterclaim, offset or defense that such subtenant might have against Tenant, (iii) bound by any previous modification of such sublease not approved by Landlord in writing or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent will remain due and owing, notwithstanding such advance payment, (iv) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to which such subtenant will look solely to Tenant for refund or reimbursement, or (v) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant must execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant will be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this subsection. The provisions of this subsection will be self-operative, and no further instrument will be required to give effect to this provision.

(f) **Cancellation.** If Landlord receives a Transfer Notice for a Transfer consisting of (i) an assignment of this Lease or (ii) a subletting of the entire Premises (or substantially the entire Premises) for the remainder of the Term (or substantially the remainder of the Term), Landlord may cancel this Lease as to the portion of the Premises proposed to be Transferred. To exercise such cancellation right, Landlord must give Tenant written notice of cancellation (the "**Cancellation Notice**") within 30 days of Landlord's receipt of a Transfer Notice. If Landlord cancels this Lease as to any portion of the Premises, then this Lease will cease for such portion of the Premises as of the 30th day following the date on which Tenant has received the Cancellation Notice (the "**Cancellation Date**") and Tenant must pay to Landlord all Rent accrued through the Cancellation Date relating to the portion of the Premises covered by the proposed Transfer. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(g) **Additional Compensation.** Tenant must pay to Landlord, immediately upon receipt thereof, 50% of the excess of (i) all compensation received by Tenant for a Transfer less the actual out-of-pocket costs reasonably incurred by Tenant with unaffiliated third parties (i.e., brokerage commissions and tenant finish work) in connection with such Transfer (such costs will be amortized on a straight-line basis over the term of the Transfer in question) over (ii) the Rent allocable to the portion of the Premises covered thereby.

(h) **Permitted Transfers.** Notwithstanding anything to the contrary set forth herein, Tenant may assign this Lease, or sublet all or a portion of the Premises (a "**Permitted Transfer**"), to an Affiliate of the original Tenant named in this Lease (a "**Permitted Transferee**") without the prior consent of Landlord, if all of the following conditions are first satisfied: (i) Tenant has given Landlord at least 30 days prior written notice of such Permitted Transfer ("**Permitted Transfer Notice**"); (ii) no

Event of Default (or event which, with notice or lapse of time or both, would constitute an Event of Default) has occurred and is continuing under this Lease; (iii) a fully executed copy of the Permitted Transfer documents (e.g., assignment or sublease) and such other information regarding the Permitted Transfer as Landlord may reasonably request, has been delivered to Landlord; (iv) the Premises will continue to be operated solely for the Permitted Use; (v) Tenant has paid the Transfer Fees (as hereinafter defined); (vi) the Permitted Transferee will remain an Affiliate of Tenant during the Term of this Lease; (vii) the Net Worth of the Permitted Transferee at the time of such Permitted Transfer is equal to or greater than the Net Worth of Tenant at the time of said Permitted Transfer and Tenant has delivered to Landlord true and correct financial statements of Tenant and the Permitted Transferee meeting the requirements of this Section and evidencing that the Net Worth of Tenant and the Permitted Transferee at the time of said Permitted Transfer; and (viii) Tenant has given Landlord evidence of insurance as required under this Lease with respect to the Permitted Transferee prior to the closing of the Permitted Transfer. Tenant acknowledges and agrees (and agrees at the time of such Permitted Transfer to confirm) that in each instance described above, Tenant will remain liable for the performance of the terms and conditions of this Lease despite such Permitted Transfer.

(i) **Liability.** No Transfer by Tenant, permitted or otherwise, will relieve Tenant of any obligation under this Lease or any guarantor of this Lease of any liability under its guaranty or alter the primary liability of the Tenant named herein for the payment of Rent or for the performance of any other obligations to be performed by Tenant, including obligations contained in this Lease with respect to any assignee or subtenant. Landlord may collect rent or other amounts or any portion thereof from any assignee, subtenant, or other occupant of the Premises, permitted or otherwise, and apply the net rent collected to the Rent payable hereunder, but no such collection will be deemed to be a waiver of this Section, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of the obligations of Tenant under this Lease or of any guarantor. Any Transfer which conflicts with the provisions hereof will be void.

(j) **Transfer Fees.** If Tenant requests Landlord's consent to a Transfer, or if Tenant delivers a Transfer Notice or a Permitted Transfer Notice, then upon Landlord's request Tenant must pay Landlord (the "**Transfer Fees**") (i) an administrative fee in the amount of \$1,000.00, and (ii) an amount sufficient to reimburse Landlord for all out-of-pocket costs payable to third parties and incurred and/or expected to be incurred in connection with the Transfer or Permitted Transfer, including reasonable attorneys', engineers' or architects' fees. Landlord will have no obligation to consent to any Transfer (or consider any request for consent to a Transfer) until the Transfer Fees have been paid to Landlord. Tenant's payment of the Transfer Fees in no way entitles Tenant to Landlord's consent but is merely reimbursement for Landlord's time and resources expended in considering such request. Notwithstanding the foregoing, Landlord may (A) waive the provisions of this Section, and/or (B) require Tenant to pay Landlord different amounts as may be required by another provision of this Lease.

(k) **Landlord Transfer.** Landlord may transfer or assign any portion of the Project and any of its rights under this Lease, and upon such transfer or assignment Landlord will be released from any obligations or liabilities under this Lease to the extent that the transferee or assignee assumes such obligations or liabilities.

9. **Insurance; Indemnity; Waivers; Scope of Indemnities and Waivers; Landlord's Reliance.**

(a) **Insurance.**

(1) **Tenant Insurance.**

(i) **Specific Insurance Requirements.** Effective as of the earlier of (i) the date Tenant enters or occupies the Premises, or (ii) the Commencement Date, and continuing throughout the Term, Tenant must, at its sole expense, procure and maintain the following insurance policies:

INSURANCE	COVERAGES	OTHER REQUIREMENTS
Worker's Compensation	Statutory Limits (if state has no statutory limit, \$1,000,000)	1. No "alternative" forms of coverage will be permitted.
Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease	
Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 product-completed operations aggregate limit \$1,000,000 personal and advertising injury limit \$50,000 damage to premises rented to you limit \$5,000 medical expense limit	2. Separation of insured language will not be modified. 3. Designated Location(s) General Aggregate Limit Endorsement. 4. The contractual liability exclusion with respect to personal injury will be deleted and the definition of "insured contract" must not be modified to delete the sole negligence of Landlord. 5. Contractual liability under Coverage A to respond to a broad form indemnity.

		<p>6. Defense will be provided as an additional benefit and not included within the limit of liability.</p> <p>8. Landlord Parties to be named as Additional Insured, and the "Designation of Premises (Part Leased to You)" section of such endorsement must be completed with the following language: "All areas and spaces You are entitled to use or occupy pursuant to the lease with the additional insured."</p> <p>9. If alcohol is served or allowed to be served at the Premises, liquor liability endorsement(s) that remove the liquor liability exclusions or limitations.</p> <p>10. Bodily injury caused by dogs must be covered (and not excluded) by the policy.</p>
Business Automobile Liability (Occurrence Basis)	\$2,000,000 combined single limit	1. Includes liability arising out of the operation of owned, hired and non-owned vehicles.
Umbrella Liability Insurance (Occurrence Basis)	\$5,000,000	<p>1. Written on an umbrella basis in excess over and no less broad than the liability coverages referenced above.</p> <p>2. Inception and expiration dates will be the same as commercial general liability insurance.</p> <p>3. Must contain follow form language.</p> <p>4. Aggregate limit per location endorsement.</p> <p>5. Coverage must "drop down" for exhausted aggregate limits under commercial general liability insurance.</p>
Causes of Loss-Special Form (formerly "all risk") Property Insurance	100% replacement cost, as modified below, of all of Tenant's furniture, fixtures and equipment and any non-Building Standard leasehold improvements	<p>1. Most current edition of ISO form CP 10 30, or its equivalent.</p> <p>2. Landlord to be named Building Owner Loss Payable on most current edition of ISO form CP 12 18, or its equivalent.</p> <p>3.</p> <p>4. Name Landlord as "loss payee as its interest may appear".</p> <p>5. Contain only standard printed exclusions.</p> <p>6. Ordinance or law coverage endorsement.</p> <p>7. Equipment floater to cover Tenant's equipment.</p>
Business Income and Extra Expense Coverage	No less than 6 months of income and ongoing expenses	<p>1. Endorsement to cover losses arising from interruption of utilities outside the Premises (most current edition of ISO form CP 15 45, or equivalent).</p> <p>2. Landlord to be named as loss payee as its interest may appear on most current edition of ISO form CP 15 03, or its equivalent).</p>
Pollution Liability Insurance (Occurrence Basis)	\$2,000,000 per occurrence	1. Required only if Hazardous Materials will be present on the Premises, except for limited quantities of household cleaning products and office supplies.

(ii) **General Insurance Requirements.**

(A) **Policies.** All policies must (i) be issued by carriers having a Best's Rating of A or better, and a Best's Financial Size Category of VIII, or better, and/or *Standard & Poor Insurance Solvency Review A-*, or better, and admitted to engage in the business of insurance in the State in which the Building is located; (ii) be endorsed to be primary with the policies of Landlord being excess, secondary and noncontributing; (iii) to the extent not specifically provided for in this Section, be endorsed to provide a waiver of subrogation in favor of Landlord; (iv) with respect to all liability policies except workers' compensation/employer's liability, be endorsed to include Landlord, Landlord's property management company and Landlord's asset management company as "additional insureds"; and (v) Should any of the insurance policies required herein be cancelled prior to the expiration date thereof, notice will be delivered to Landlord in accordance with policy provisions.

(B) **Limits, Deductibles and Retentions.** In the event the limits of insurance actually maintained by Tenant are in excess of the minimum limits required by this Lease, the minimum limits required

by this Lease will be automatically increased to equal the actual limits of insurance maintained by Tenant from time to time. No policy may include an endorsement restricting, limiting or excluding coverage in any manner without the prior written approval of Landlord.

(C) Intentionally Omitted.

(D) Evidence of Insurance. Insurance must be evidenced as follows: (i) ACORD Form 25 *Certificates of Liability Insurance* for liability coverages; (ii) ACORD Form 28 *Evidence of Property Insurance* for property coverages, or equivalent; (iii) Evidence to be delivered to Landlord prior to commencing operations at the Property; and (iv) ACORD forms must (A) show the Landlord, Landlord's property management company and Landlord's asset management company as "additional insureds" (with Landlord's mailing address) for liability coverages and "loss payee as their interest may appear" (with Landlord's mailing address) for property coverages; (B) show Tenant as the "Named Insured;" (C) show the insurance companies producing each coverage and the policy number and policy date of each coverage; (D) name the producer of the certificate (with correct address and telephone number) and have the signature of the authorized representative of the producer; (E) specify the additional insured status and/or waivers of subrogation; (G) show the primary status and aggregate limit per project where required; and (H) Should any of the insurance policies required herein be cancelled prior to the expiration date thereof, notice will be delivered to Landlord in accordance with policy provisions.

(E) Intentionally Omitted.

(F) Miscellaneous. The failure of Landlord to demand full compliance by Tenant with respect to the minimum coverages outlined in this Section will not constitute a Waiver by Landlord with respect to Tenant's obligation to maintain such coverages. Tenant will purchase such other insurance policies and/or endorsements or increase the policy limits of any policy set forth in this Section, if required by Landlord's Mortgagee (defined below). If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but will not be obligated to, obtain such insurance and Tenant must pay to Landlord on demand the premium costs thereof, plus an administrative fee of 15% of such cost. For the purpose of any additional insured endorsement required to be provided by Tenant under this Lease, the terms "Designation of Premises (Part Leased to You)" and "real property" must include all areas and spaces that Tenant is entitled to use or occupy under this Lease, including the Premises, the Common Areas and Parking Areas.

(2) Landlord Insurance. Throughout the Term of this Lease, Landlord must maintain, at a minimum, the following insurance policies: (i) property insurance for the Building's replacement value (excluding property required to be insured by Tenant), less a commercially-reasonable deductible if Landlord so chooses, and (ii) commercial general liability insurance. Landlord may, but is not obligated to, maintain such other insurance and additional coverage as it may deem necessary. The cost of all insurance carried by Landlord with respect to the Project will be included in Operating Costs. The foregoing insurance policies and any other insurance carried by Landlord are for the sole benefit of Landlord and under Landlord's sole control, and Tenant will have no right or Claim to any proceeds thereof or any other rights thereunder. If, because of a Tenant Party's acts or because Tenant vacates the Premises, the rate of insurance on the Building or its contents increases, then such acts will be an Event of Default, Tenant must pay to Landlord the amount of such increase on demand, and acceptance of such payment will not Waive any of Landlord's other rights.

(b) Indemnity.

(1) Tenant Indemnity. To the fullest extent permitted by Law but subject to the limitations of Tenant's liability contained in this Lease, Tenant will Indemnify and Defend the Landlord Parties from and against all Claims, (i) arising out of any occurrence in the Premises, (ii) arising out of any occurrence in the Project caused by any act, omission, misuse, neglect, negligence, gross negligence or willful misconduct of any Tenant Party, (iii) arising out of any occurrence related to the installation, operation, maintenance, repair or removal of any property of any Tenant Party located in or about the Project, including Tenant's Off-Premises Equipment, (iv) resulting from any failure, breach, default or misrepresentation by any Tenant Party of any term, obligation, provision, statement, representation or warranty contained in this Lease, (v) relating to any Alterations performed by Tenant or any lien relating thereto, that is asserted or filed against the Premises, the Project or Landlord's interest therein; (vi) the operation of Tenant's business; (vii) arising or resulting from the actual or alleged presence of Hazardous Materials on the Project which is caused or permitted by Tenant or a Tenant Party; (viii) arising or resulting from any Environmental Claim (as hereinafter defined) relating in any way to Tenant's operation or use of the Premises; (ix) arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party; (x) arising from Tenant's failure to procure and/or maintain the insurance coverages required by this Lease; (xi) resulting from any Holdover (as hereinafter defined) (including any Claims made by any succeeding tenant founded upon such Holdover) and/or (xii) arising out of any occurrence related to bringing or keeping a Service Animal on the Project.

(2) Landlord Indemnity. To the fullest extent permitted by Law but subject to the limitations of Landlord's liability contained in this Lease, Landlord will Indemnify and Defend Tenant and its agents from and against all

Claims arising from any occurrence in or on the Common Areas to the extent (i) caused by the negligence or willful misconduct of Landlord and (ii) it is not covered under the insurance Tenant maintains or is required to maintain under this Lease, but Landlord will have no obligation to Indemnify or Defend Tenant from any Claim for which any Landlord Party is to be Indemnified under this Lease.

(c) Waivers.

(1) Tenant Waivers. TO THE FULLEST EXTENT PERMITTED BY LAW AND THIS LEASE, TENANT WAIVES ALL CLAIMS AGAINST LANDLORD PARTIES ACTUALLY OR ALLEGEDLY ARISING FROM ("Tenant's Insurable Injuries") (i) ANY INJURY WHICH IS REQUIRED TO BE INSURED BY TENANT UNDER THIS LEASE, (ii) ANY INJURY WHICH IS OR COULD HAVE BEEN INSURED BY TENANT; AND (iii) ANY BUSINESS INTERRUPTION OR TENANT'S LOSS OF USE OF THE PREMISES.

(2) Landlord Waivers. TO THE FULLEST EXTENT PERMITTED BY LAW AND THIS LEASE, LANDLORD WAIVES ALL CLAIMS AGAINST TENANT PARTIES ACTUALLY OR ALLEGEDLY ARISING FROM DAMAGE OR LOSS OF LANDLORD'S TANGIBLE PROPERTY WHICH IS REQUIRED TO BE INSURED BY LANDLORD UNDER THIS LEASE.

(3) Subrogation. LANDLORD AND TENANT HEREBY RELEASE EACH OTHER AND EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM LIABILITY OR RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO THEIR RESPECTIVE PROPERTY COVERED BY INSURANCE POLICIES, OR WHICH WOULD HAVE BEEN COVERED BY INSURANCE IF THE PARTY HAD COMPLIED WITH THE TERMS AND PROVISIONS OF THE LEASE. THIS RELEASE WILL APPLY TO LANDLORD AND TENANT AND ANYONE CLAIMING THROUGH OR UNDER LANDLORD OR TENANT, BY WAY OF SUBROGATION OR OTHERWISE, EVEN IF THE OCCURRENCE WAS CAUSED BY DEFAULT OR NEGLIGENCE OF LANDLORD OR TENANT OR ANYONE UNDER THEIR CONTROL. EACH OF LANDLORD AND TENANT WILL CAUSE ANY PROPERTY DAMAGE INSURANCE WHICH IT MAINTAINS IN RESPECT OF THE PREMISES AND/OR THE BUILDING TO CONTAIN A PROVISION WHEREBY THE INSURER WAIVES ANY RIGHTS OF SUBROGATION AGAINST THE OTHER PARTY.

(4) Waiver of Consumer Rights. Tenant hereby Waives all its rights under the Texas Deceptive Trade Practices - Consumer Protection Act, Section 17.41 et. seq. of the Texas Business and Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Tenant's own selection, Tenant voluntarily consents to this Waiver.

(5) Waiver of Lien. Tenant Waives all lien rights under Section 91.004 of the Texas Property Code, as well as any successor statute granting Tenant a lien in Landlord's property.

(6) Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(d) Scope of Indemnities and Waivers. ALL INDEMNITIES, WAIVERS, AND OBLIGATIONS TO DEFEND IN THIS LEASE (i) WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF THE BENEFICIARY, REGARDLESS OF ANY EXTRAORDINARY SHIFTING OF RISK, AND EVEN IF THE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE, SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OR TORT OF THE BENEFICIARY, OR LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED ON, OR ALLEGED AGAINST, THAT BENEFICIARY, BUT NOT TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION'S FINAL AND UNAPPEALABLE JUDGMENT FINDS THAT THAT BENEFICIARY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSED THE CLAIM, (ii) ARE INDEPENDENT OF, AND WILL NOT BE LIMITED BY, EACH OTHER OR ANY INSURANCE OBLIGATIONS IN THIS LEASE (WHETHER OR NOT COMPLIED WITH); AND (iii) WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE UNTIL ALL CLAIMS AGAINST THE BENEFICIARY ARE TIME BARRED UNDER APPLICABLE LAW. NOTWITHSTANDING ANY EXTRAORDINARY SHIFTING OF RISK, LANDLORD AND TENANT EACH EXECUTED THIS LEASE IN MATERIAL RELIANCE ON THE INCLUSION OF EACH INDEMNITY AND WAIVER IN THIS LEASE.

(e) Landlord's Reliance. In reliance on Tenant's Indemnities and Waivers in this Lease, and on Tenant's agreement to obtain and maintain in force the insurance coverages required by this Lease, Landlord will not carry primary insurance for Tenant's Insurable Injuries. Tenant acknowledges that: (i) if Landlord had been required to carry primary insurance

for the risks allocated to Tenant, the Base Rent would have been higher; (ii) Tenant is not relying upon Landlord or Landlord's insurance, but is instead relying on: (A) Tenant's insurance policies and any additional insurance Tenant may elect to carry for Claims covered by Tenant's insurance, (B) Tenant's own funds for any deductibles, self-insured retentions, or losses exceeding Tenant's insurance coverages; and (C) third parties — other than Landlord Parties — for any Claims arising from acts or omissions of third parties except to the extent covered by Landlord's Indemnity. Tenant's failure to self-insure (if permitted by Landlord) or to take out or maintain any insurance policy or coverage required under this Lease will be a defense to any Claim asserted by any Tenant Party against Landlord by reason of any loss sustained by that Tenant Party that would have been covered by any such required policy.

10. **Subordination; Attornment; Notice to Landlord's Mortgagee; Successor Protection Provisions.**

(a) **Subordination.** Subject to Sections 10(b) and 10(e) below, this Lease will be subordinate to any deed of trust, mortgage, or other security instrument (including, without limitation, all increases, renewals, modifications, consolidations, replacements and extensions of any mortgages) (each, a "**Mortgage**"), or any ground lease, master lease, primary lease or other instrument (including, without limitation, all leases, restrictions, easements and encumbrances recorded in the Real Property Records of the County in which the Project is located) (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section will be self-operative and no further instrument of subordination will be required; however, in confirmation of such subordination, Tenant must execute and return to Landlord (or such other party designated by Landlord) within 30 days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** If Landlord's Mortgagee, or any of its successors and assigns, or any purchaser at foreclosure or any transferee of a deed in lieu of foreclosure or any subsequent transferee (a "**Successor**") succeeds to the interest of Landlord under this Lease and/or acquires title to the Land, the Building and/or the Project pursuant to foreclosure or other action taken under any Mortgage or Primary Lease or pursuant to any subsequent transfer (a "**Successor Acquisition**"), then, at the election of the Successor (which election may be given either before or after the Successor's Acquisition Date, as hereinafter defined), from and after the date on which the Successor Acquisition occurs (the "**Successor's Acquisition Date**"), Tenant must, subject to the provisions set forth in this Section, attorn to and be bound to such Successor under all the terms of this Lease, with the same force and effect as if this Lease had been re-executed by Tenant and the Successor.

(c) **Notice to Landlord's Mortgagee.** Tenant must not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

(d) **Successor Protection Provisions.** Notwithstanding anything herein to the contrary, in the event of a Successor Acquisition, the liability of the Successor under this Lease will be limited as follows: (i) the Successor will be relieved from responsibility from any liabilities of any lessor that had accrued under this Lease prior to the Successor's Acquisition Date, (ii) the Successor will have no obligation to cure any default by any lessor that existed prior to the Successor's Acquisition Date other than a non-monetary default of a continuing nature with respect to which the Successor has received written notice and with respect to which the Tenant has afforded Successor a reasonable cure period, following such notice, provided that such default is capable of being cured by the Successor and is not personal to the prior lessor (iii) the Successor will be relieved from any obligation to return any security deposit made by Tenant hereunder to the extent not actually received as an identifiable security deposit (and not as funds received as payments of debt service or other amounts due under the Landlord's loan documents) by Successor from any previous lessor, (iv) the Successor will not be bound by any rent or additional rent paid by Tenant more than one month in advance, (v) the Successor will not be bound by any modification, extension or termination of this Lease or the grant of any other rights or options such as a purchase option, or right of first refusal and any other action taken by the Landlord in exercising its rights under this Lease, unless such actions are in compliance with the terms of loan documentation executed in connection with the Mortgage or the lease documents executed in connection with the Primary Lease, and Tenant agrees not to enter into any modification, extension or termination of this Lease except in accordance with Landlord's loan documents, (vi) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (vii) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (A) are expressly provided in this Lease, and (B) relate to acts or omissions occurring after the Successor Acquisition Date. Further upon the Successor's Acquisition Date (or, in the case of the succeeding clause (3), upon receipt of notice from Landlord's Mortgagee), Tenant will be subject to the following covenants and conditions: (1) Tenant must provide the Successor with notice of any default by the lessor under this Lease and a reasonable opportunity to cure such default before exercising any right to terminate this Lease, (2) Tenant must repair any damages incidental to the removal of its trade fixtures, office furniture or office equipment owned by Tenant upon the termination

or expiration of this Lease and (3) the Tenant will be authorized to pay all Rent to Successor upon notice from Successor that the Landlord named hereunder no longer has any rights to collect rents under the loan documentation evidencing the Mortgage or the lease documents evidencing the Primary Lease. All of the foregoing provisions will be effective and self-operative, without the execution of any further instrument, immediately upon the Successor's Acquisition Date. At the request of the Successor, Tenant must enter into a new lease with the Successor containing identical terms of this Lease. The Successor will have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Project.

(e) **SNDA from Future Mortgagee.** In the event Landlord encumbers the Project with a Mortgage at any time after the date hereof, this Lease shall not be subordinate to such Mortgage unless such Mortgagee and Tenant enter into a subordination, non-disturbance and attornment agreement (an "**SNDA**"). Tenant agrees to execute and deliver an SNDA on a commercially reasonable form (at no cost to Landlord) within 10 days of Landlord's request, and if Tenant fails to execute and deliver the SNDA within such 10-day period time being of the essence with respect thereto, then the Lease shall be subordinate to any such Mortgage. An SNDA shall be deemed to be on a commercially reasonable form (regardless of whether it is in fact commercially reasonable) if either (i) its on a form substantially similar to a form previously executed by Tenant for the Project, or (ii) its on another form that has substantially the same provisions as any prior form previously executed by Tenant.

11. **Condemnation.**

(a) **Total Taking.** If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease will terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights.** If any part of the Building becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within 30 days after the Taking, and Base Rent and Additional Rent will be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent will be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Base Rent and Additional Rent will be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent will abate as provided in the last sentence of Section 11(b).

(d) **Temporary Taking.** If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease will remain in full force and effect and Tenant must continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Base Rent and all other amounts required hereunder. If any such temporary Taking terminates prior to the expiration of the Term, Tenant must restore the Premises as nearly as possible to the condition prior to such temporary Taking, at Tenant's sole cost and expense. Landlord will be entitled to receive the entire award for any such temporary Taking, except that Tenant will be entitled to receive the portion of such award which (i) compensates Tenant for its loss of use of the Premises within the Term and (ii) reimburses Tenant for the reasonable out-of-pocket costs actually incurred by Tenant to restore the Premises as required by this Section.

(e) **Award.** If any Taking occurs, then Landlord will receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemner for the value of Tenant's personal property which Tenant is entitled to remove under this Lease and for relocation costs.

12. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Building are damaged by fire or other casualty (a "**Casualty**"), Landlord must, within 90 days after such Casualty, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 360 days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

(c) **Landlord's Rights.** If a Casualty damages the Premises or a material portion of the Building and (i) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period, (ii) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, and such damage occurs during the last 2 years of the Term, (iii) regardless of the extent of damage to the Premises, the damage is not fully covered by Landlord's insurance policies or Landlord makes a good faith determination that restoring the Building would be uneconomical, or (iv) Landlord is required to pay any insurance proceeds arising out of the Casualty to a Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord will, within a reasonable time after such Casualty, begin to repair the Premises and proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord will not be required to repair or replace any alterations or betterments within the Premises (which must be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building, and Landlord's obligation to repair or restore the Premises will be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Section, Landlord will be entitled to the full proceeds of the insurance policies providing coverage for all Alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant must pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

(e) **Abatement of Rent.** If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenable by the damage will be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless a Tenant Party caused such damage, in which case, Tenant must continue to pay Rent without abatement.

(f) **Tenant's Fault.** Notwithstanding anything herein to the contrary, if the Premises or any other portion of the Building are damaged by Casualty caused by a Tenant Party, Tenant will be liable to Landlord for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds.

13. **Default and Remedies.**

(a) **Events of Default.** Each of the following occurrences will be an "**Event of Default**":

(1) **Payment Default.** Tenant's failure to pay Rent where and when due; but the first 2 such failures during any 12 consecutive month period will not constitute an Event of Default if Tenant pays the delinquent amount, plus any applicable Late Charge, within 5 days of Landlord's delivery of written notice to Tenant.

(2) **Abandonment.** Tenant abandons, deserts or vacates the Premises or any substantial portion thereof more than 5 days in advance of the expiration of the Term; Tenant will be conclusively presumed to have abandoned the Premises when Tenant, or any person acting on its behalf, has removed, is removing, or is preparing to remove (other than in the normal course of business) substantial amounts of goods, equipment, fixtures, or other property from the Premises without Landlord's prior written consent, and this presumption will supersede Section 93.002 of the Texas Property Code to the extent of any conflict.

(3) **Estoppel and Financials.** Tenant fails to provide any estoppel certificate or financial statement after Landlord's written request therefor pursuant to this Lease and such failure continues for 5 days after Landlord's second written notice thereof to Tenant.

(4) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverage as required under this Lease.

(5) **Mechanic's Liens.** Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by this Lease.

(6) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than 10 days after Landlord has delivered to Tenant written notice thereof (or if such failure cannot be reasonably cured within such 10-day period, such extended period as is reasonably necessary to cure such failure [not to exceed 30 days] provided that Tenant commences the performance of such cure obligation within the 10-day period and thereafter diligently pursues completion of the cure obligation); provided, however, if Tenant fails to perform, comply with, or observe any other *specific* agreement or obligation of Tenant under this Lease

(e.g., usage by Tenant of more parking spaces permitted to be used by Tenant under this Lease), and if Landlord has previously notified Tenant of such specific violation within the preceding 12 months, then upon the occurrence of such failure an Event of Default will automatically occur and Tenant will not be entitled to any notice or any opportunity to cure.

(7) **Insolvency.** Tenant becomes insolvent or unable to timely meet its obligations under this Lease, or the filing of a petition by or against Tenant (the term "**Tenant**" includes, for the purpose of this Section, any guarantor of Tenant's obligations hereunder) (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (iv) for the reorganization or modification of Tenant's capital structure; or (v) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing will not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

(8) **Cease to Exist.** Tenant, if a natural person, dies or becomes incapacitated or, if Tenant is not a natural person, Tenant is dissolved, liquidated, forfeits the right to do business or ceases to exist.

(9) **Other Agreement.** An "Event of Default" or default occurs under any other agreement relating to the Project (including, without limitation, any sublease agreement) to which Tenant (or any Affiliate of Tenant) is a party.

(10) **Holdover.** A Holdover occurs.

(11) **Anticipatory Breach.** An anticipatory breach of this Lease occurs by Tenant.

(b) **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(1) **Termination of Lease.** Terminate this Lease and retake possession of the Premises, and Tenant must pay to Landlord all Event of Default Damages plus the Lease Termination Damages; provided, however, at Landlord's election, in lieu of Lease Termination Damages, Tenant must pay Landlord damages in an amount equal to the Possession Termination Damages that would have been owed by Tenant if Landlord terminated Tenant's right to possession of the Premises (without terminating the Lease); provided further, however, should a final and non-appealable judicial judgment from a court with competent jurisdiction be rendered that provides that the damages based on Possession Termination Damages are not recoverable by Landlord, then Landlord will be deemed to have retroactively elected to terminate Tenant's right to possession (without terminating the Lease) and will be entitled to Possession Termination Damages.

(2) **Termination of Possession.** Terminate Tenant's right to possession of the Premises (without terminating this Lease) and retake possession of the Premises, in which event Tenant must pay to Landlord the Possession Termination Damages and all Event of Default Damages. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to retake possession of the Premises (or dispossess or exclude Tenant from the Premises) will be deemed to be taken under this subsection. If Landlord elects to proceed under this subsection, it may at any time elect to terminate this Lease as provided in this Lease above.

(3) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any Claims therefor, and Tenant must reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and reasonable legal expenses), plus interest thereon at the Default Rate.

(4) **Suspension of Services.** Suspend any services required to be provided by Landlord hereunder without being liable for any Claims therefor.

(5) **Alteration of Locks.** Additionally, with or without notice, Landlord may change, pick, alter or modify locks, access cards, elevators or other security or access control devices at the Premises and take any other self-help to deprive the Tenant Parties and patrons of access thereto ("**Lock Out**"), and Landlord will not be (i) liable for damages in connection therewith, or (ii) required to provide a new key or right of access to Tenant. Tenant hereby voluntarily and knowingly Waives all benefits of Tenant under Section 93.002(c), 93.002(f) and 93.002(g) of the Texas Property Code and the requirements and applicability thereof, as such sections now exists or as may be hereafter amended or succeeded. Tenant agrees that this provision of this Lease will override and control any conflicting provisions of Sections 93.002 and 93.003 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a commercial tenant. For the avoidance of doubt, Tenant acknowledges and agrees that a Lock Out may be exercised independently or concurrently with any other Landlord remedies. Upon a Lock Out, Landlord will not be obligated to re-admit Tenant to the Premises under any circumstances; provided, Landlord may, at its election, re-admit Tenant to the Premises if Tenant has paid all Rent in

arrears and otherwise cured all Events of Default to Landlord's satisfaction, and has presented Landlord with evidence satisfactory to Landlord of Tenant's ability to satisfy its remaining obligations under the Lease.

(c) **Payment by Tenant; No-Waiver; Cumulative Remedies; Tenant Waiver; Reletting.**

(1) **Payment by Tenant.** Upon any Event of Default and in addition to any applicable Lease Termination Damages or Possession Termination Damages, Tenant must pay to Landlord all Event of Default Damages. Tenant must pay upon demand all of Landlord's costs and expenses incurred in enforcing Tenant's obligations under this Lease (e.g., preparing default notices), including the reasonable attorneys' fees and expenses, irrespective of whether or not an action is instituted against Tenant or whether or not an Event of Default occurs.

(2) **No Waiver.** If an Event of Default occurs, Landlord will have the continuing right at any time following such Event of Default to exercise any one or more remedies available to Landlord on account of such Event of Default, even if the Event of Default is subsequently cured, unless Landlord expressly agrees in a signed writing to Waive its rights and remedies on account of such cured Event of Default. Furthermore, Landlord's acceptance of Rent following an Event of Default will not Waive Landlord's rights regarding such Event of Default. No Waiver by Landlord of any violation or breach of any of the terms contained herein will Waive Landlord's rights regarding any future violation of such term.

(3) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (i) will be in addition to any and all other remedies Landlord may have at law or in equity, (ii) will be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord will not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

(4) **Tenant Waiver.** Tenant hereby expressly Waives any and all rights of redemption granted to Tenant by or under any present or future Laws in the event Tenant is evicted or dispossessed of its possession of the Premises.

(5) **Reletting.** If Landlord elects to pursue Possession Termination Damages, Landlord will use reasonable efforts to relet the Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord will not be obligated to (i) relet the Premises before leasing other portions of the Building or Project; or (ii) relet the Premises (A) at a rental rate or otherwise on terms below market, as then determined by Landlord in its sole discretion; (B) to any entity not satisfying Landlord's then standard financial credit risk criteria; (C) for a use (1) not consistent with the Permitted Use; (2) which would violate then applicable law or any restrictive covenant or other lease affecting the Building or Project; (3) which would impose a greater burden upon the Building's facilities; or (4) which would involve any use of Hazardous Materials; or (iii) make any alterations to the Premises or the Building or otherwise incur any costs in connection with any such reletting, unless Tenant unconditionally delivers to Landlord, in good and sufficient funds, the full amount thereof in advance. Landlord will not be liable for, nor will Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. If there is a reletting, all of the rentals and other charges received by Landlord from such reletting will be applied in the following order: (i) to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (ii) to the payment of any and all Event of Default Damages; (iii) to the payment of all losses and expenses incurred by Landlord as a result of Tenant's default (including losses and expenses resulting from the adverse reactions of mortgagees or other tenants or potential tenants); (iv) to the payment of Rent due and unpaid under this Lease; and (v) the residue, if any, will be held by Landlord and applied in payment of future rent as same may become due and payable hereunder. Tenant will not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises will not affect Tenant's obligations hereunder for the unexpired Term.

(6) **Tenant's Liability for Consequential Damages.** Notwithstanding anything in this Lease to the contrary, other than (a) intentionally omitted, (b) consequential damages to a third-party for which Tenant is obligated to indemnify Landlord pursuant to this Lease, (c) consequential damages relating to holding over of possession of the Premises, including under Section 14(f) of this Lease, (d) consequential damages relating to violation of Laws by any Tenant Parties or any covenants or obligations pertaining to Hazardous Materials, (e) consequential damages relating to any breach of any provision of this Lease by any Tenant Parties, and (f) any consequential damages covered by insurance maintained or required to be maintained by Tenant under this Lease, Tenant shall not be liable to Landlord for consequential damages incurred by Landlord relating to this Lease if such damages are covered by Landlord's insurance then maintained or required by this Lease to be maintained. Nothing in this subsection shall affect or limit Landlord's rights to file legal actions to recover possession of the Premises, or for injunctive relief against Tenant, or any other non-monetary relief as provided in this Lease.

(d) **Landlord's Default; Landlord's Liability.**

(1) **Landlord's Default.** All obligations of Landlord hereunder will be construed as covenants and not conditions, and Tenant's obligation to perform under this Lease will not be conditioned on Landlord's performance under this Lease. Landlord will not be in default hereunder and Tenant will not have any remedy or cause of action unless Landlord fails

to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary). If Landlord is in default hereunder, Tenant's exclusive remedy will be either (i) an action for damages, and Tenant's damages will be limited to Tenant's actual direct (excluding indirect, special, incidental, consequential or punitive damages) damages therefor or (ii) a suit for specific performance.

(2) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) and any Successor (including, without limitation, Landlord's Mortgagee or its nominee) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord or such Successor under the terms of this Lease or any matter relating to or arising out of the Lease or the occupancy or use of the Project will be limited to Tenant's actual direct, but not consequential, damages therefor and will be recoverable only from the interest of Landlord or such Successor in the Building, and neither Landlord (and its partners, shareholders or members) nor any Successor will be personally liable for any deficiency. Furthermore, notwithstanding any other provision in this Lease to the contrary, neither the Landlord Parties nor any Successor will be liable to any Tenant Party for any of the following categories of loss, damages, costs, losses or expenses (whether by application of any provision of this Lease or otherwise under any theory of recovery whatsoever, including by reason of tort, contract, subrogation, contribution, indemnity, breach of or default in any provision of this Lease, breach of any warranty made in or in furtherance of this Lease) and Tenant hereby Waives and releases the Landlord Parties and any Successor from any liability therefor: (i) loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, down time costs, the costs of obtaining or maintaining financing (in all cases, whether direct, indirect, special, incidental or consequential); or (ii) any other indirect, special, incidental, consequential or punitive damages, costs, losses or expenses of whatever nature. This provision will survive the expiration or termination of the Lease.

14. **Surrender of Premises; Holding Over.**

(a) **No Deemed Surrender.** No act by Landlord will be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises will be valid unless it is in writing and signed by Landlord.

(b) **Delivery of Premises to Landlord.** Prior to the expiration or termination of this Lease or Tenant's right to possession of the Premises, Tenant must deliver to Landlord the Premises (including all keys and access cards) in the condition required to be maintained by Tenant under this Lease, ordinary wear and tear excepted (but although ordinary wear and tear is excepted Tenant will nevertheless be required to keep and maintain the Premises in accordance with the provisions of this Lease, and Tenant will not be permitted to avoid maintaining any item of the Premises simply because ordinary wear and tear has occurred over time), and if Tenant fails to do so, Landlord will have the right, without notice, to enter upon and take possession of the Premises and to expel and remove Tenant (and any other occupant of the Premises) and all property therefrom without being liable for prosecution or any Claim therefor.

(c) **Mandatory Removal of Tenant's Personal Property.** Prior to the expiration or termination of this Lease or Tenant's right to possession of the Premises, Tenant must remove all furniture, trade fixtures, equipment (including Off-Premises Equipment) and personal property placed in the Premises or elsewhere in the Building by or on behalf of Tenant Parties and that is not owned by Landlord ("**Tenant's Personal Property**"), provided, however, (i) without Landlord's written consent, Tenant must not remove Tenant's Personal Property prior to 30 days before the expiration of the Term, and (ii) without Landlord's written consent, Tenant must not remove Tenant's Personal Property (A) if the Lease or Tenant's right to possession of the Premises is terminated on account of an Event of Default unless Landlord provides notice otherwise, in which case Tenant must remove all items of Tenant's Personal Property specified by Landlord within 30 days after Landlord's notice; or (B) at any time in which an Event of Default exists.

(d) **Mandatory Removal of Alterations.** Notwithstanding anything in this Lease to the contrary, at Landlord's election (which election may be given prior to, during or within 60 days after the expiration of the Term), prior to the expiration or termination of this Lease or Tenant's right to possession of the Premises, Tenant must remove such Alterations (including wiring, conduits, cabling) as Landlord may request in its election (which may include those constructed or installed by or on behalf of Tenant or any predecessor-in-interest to Tenant prior to the Lease Date) and, at Landlord's option, either (1) restore the Premises to their condition existing prior to the construction or installation of same, or (2) replace the removed Alterations with an equivalent "Building-standard" Alterations; provided, however, (i) Tenant will not be required to remove any specific Alteration if Landlord has specifically agreed in writing that the specific Alteration need not be removed, (ii) Tenant will have a minimum of 10 days following Landlord's election to perform its removal and restoration obligations hereunder, and (iii) all such removals and restoration will be timely accomplished by Tenant in a first-class and good and workmanlike manner so as not to cause any damage to the Premises or Project whatsoever.

(e) **Deemed Abandonment; Survival.** At Landlord's election, all items that are required to be removed by Tenant under this Lease (but that are not timely removed), will be deemed to have been abandoned by Tenant and may be, at Tenant's sole cost and expense, appropriated, sold, stored, destroyed, removed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items and without becoming liable for any loss or damage which may be

occasioned thereby; any such disposition will not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under this Lease. Tenant must pay to Landlord the actual cost of any and all damage to the Premises resulting from or caused by such removal, and such amount may be deducted from the Security Deposit or any other sums or amounts held by Landlord under this Lease. Furthermore, if all or a majority of the floor area of the Premises are vacated or abandoned (other than a temporary vacation caused by Casualty), Landlord may, with or without notice to Tenant, enter upon the Premises, by picking or changing the locks if necessary, and take possession of the Premises and all or any part of the personal property located therein, without liability for trespass or conversion, and following such entry and possession Tenant must perform all obligations under the Lease that do not require possession of the Premises by Tenant, including the payment of Rent, regardless of whether Landlord re-leases the Premises to a third-party for any portion of the remainder of the Term. The provisions of this Section will survive the end of the Term.

(f) **Holding Over.** If Tenant holds over or continues to occupy the Premises or any part thereof after the expiration of the Term or the earlier termination of this Lease or of Tenant's right to possession of the Premises ("**Holdover**"), Tenant will (i) do so as a tenant-at-sufferance, (ii) pay an amount (on a per month basis without reduction for partial months during Holdover) equal to the greater of (A) 200% of the Rent that otherwise would have accrued during the Holdover, or (B) 150% of the rate Landlord is then asking for other vacant space in the Building, (iii) be liable and obligated to perform all of Tenant's obligations under this Lease, and (iv) be liable for all Landlord's damages (including special, incidental, and consequential damages) resulting from any Holdover (regardless of whether the tenancy is a tenancy-at-will or a tenancy-at-sufferance).

15. **Miscellaneous.**

(a) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party will not be liable or responsible for, and there will be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party ("**Force Majeure**").

(b) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than Landlord's Broker and Tenant's Broker, whose commission, if any, will be paid by Landlord pursuant to separate written agreements with Landlord. Tenant and Landlord will each Indemnify and Defend the other against all Claims for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

(c) **Estoppel Certificates.** From time to time, Tenant must furnish to any party designated by Landlord, within 10 days after Landlord has made a written request therefor, a certificate signed by Tenant confirming and containing such factual statements as to this Lease as Landlord may reasonably request. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, Landlord's Mortgagee and any prospective purchaser or mortgagee, may conclusively presume and rely upon the following facts: (i) this Lease is in full force and effect; (ii) the terms and provisions of this Lease have not been changed except as otherwise stated by Landlord; (iii) not more than one monthly installment of Base Rent and other charges have been paid in advance; (iv) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (v) Landlord is not in default under this Lease. In such event, Tenant will be estopped from denying the truth of the presumed facts.

(d) **Financial Statements.** In connection with a sale or financing of the Building or if Tenant is in default under this Lease, at Landlord's request, Tenant must cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense, upon not less than 10 days' advance written notice from Landlord: (i) a current financial statement for Tenant and Tenant's financial statements for the previous two accounting years, (ii) a current financial statement for any guarantor(s) of this Lease and the guarantor(s) financial statements for the previous two accounting years and (iii) such other financial information pertaining to Tenant or any guarantor as Landlord or any lender or purchaser of Landlord may reasonably request. All financial statements must be prepared in accordance with GAAP and, if such is the normal practice of Tenant, must be audited by an independent certified public accountant. If the financial statements are not audited by an independent certified public accountant, they must be certified and signed by an officer of Tenant. Notwithstanding anything to the contrary contained in this Lease, if Tenant's financial statements are consolidated with any guarantor of this Lease, Tenant may satisfy its obligations hereunder by providing to Landlord such guarantor's financial statements. If the financial statements are not publicly available, Landlord will not disclose any aspect of the financial statements that Tenant designates to Landlord as confidential and not publicly available except (A) to Landlord's officers, directors, partners, employees, owners, attorneys, advisors, lenders, property managers, mortgagees, prospective mortgagees, lenders, prospective lenders or purchasers of the Building, (B) in litigation between Landlord and Tenant, (C) if required by court order or law, and/or (D) if otherwise necessary to establish rights or enforce obligations under this Lease. Tenant's sole remedy for any breach of this Section will be injunctive relief and in no event will Landlord be liable to Tenant for any consequential, special, indirect or punitive damages on account of any breach by Landlord. Notwithstanding anything in this Lease to the contrary, Landlord will be permitted to keep the financial statements in Landlord's permanent Lease

file and will be permitted to disclose and reveal the financial statements to anyone to whom Landlord would normally allow to access the permanent Lease file in the ordinary course of Landlord's business. Tenant hereby authorizes Landlord, from time to time, without notice to Tenant, to obtain a credit report or credit history on Tenant from any credit reporting company.

(e) **Notices.** To the fullest extent permitted by law, Tenant Waives all notices and demands (including, without limitation, notices of breach or default, notice of nonpayment or nonperformance, demand for payment or performance, demand for possession, notices of any change in locks or access control devices, reentry, or repossession, and notice to vacate), except for those notices and demands expressly required in this Lease. All notices and other communications given pursuant to this Lease must be in writing and must be (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the notice address specified in the Basic Lease Information (if Tenant's address is not identified in the Basic Lease Information, the Premises will be Tenant's address for notices unless changed pursuant to this Section), (ii) hand delivered to the intended addressee, or (iii) sent by a nationally recognized overnight courier service. All notices will be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof), and any properly mailed notice (even if not actually received) will be deemed received on the 3rd day after its deposit in a regularly maintained receptacle for the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. Tenant may only have one address for notices.

(f) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease will not be affected thereby and in lieu of such clause or provision, there will be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(g) **Quiet Enjoyment.** Subject to the terms and conditions of this Lease, provided Tenant has performed all of its obligations hereunder and an Event of Default does not exist, Landlord will not disturb Tenant's possession of the Premises, except in accordance with this Lease.

(h) **No Merger.** There will be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(i) **No Offer.** The submission of this Lease to Tenant will not be construed as an offer, and Tenant will not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(j) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. The verb used to introduce a statement of fact in this Lease does not affect the remedies available for inaccuracy of that statement of fact. Except for those set forth in this Lease, neither Landlord nor Tenant have made, and neither party has relied on, statements, representations, warranties, or agreements, with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party will not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(k) **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the state in which the Premises are located. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(l) **Recording.** Tenant must not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant will be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord.

(m) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party is jointly and severally liable for Tenant's obligations under this Lease.

(n) **Survival.** All unperformed obligations of Tenant hereunder not fully performed at the end of the Term will survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(o) **Attorneys' Fees.** In any suit or other dispute between Landlord and Tenant or any Guarantor, the prevailing party will be entitled to recover its reasonable attorney fees, court costs, and other litigation expenses.

(p) **Consent/Approval Fees.** Notwithstanding anything in this Lease to the contrary, if Tenant directly or indirectly requests Landlord's consent or approval to any matter relating to this Lease (e.g., a request for Landlord to subordinate any of its liens or a request for consent to an assignment of this Lease) or to take any action not required of Landlord hereunder, then upon Landlord's request Tenant must pay Landlord (the "**Consent/Approval Fees**") (i) an administrative fee in the amount of \$1,000.00, and (ii) an amount sufficient to reimburse Landlord for all out-of-pocket costs payable to third parties and incurred and/or expected to be incurred in connection with the consent, approval or action, including reasonable attorneys', engineers' or architects' fees. Landlord will have no obligation to consider any request for consent or approval until the Consent/Approval Fees have been paid to Landlord. Tenant's payment of the Consent/Approval Fees in no way entitles Tenant to Landlord's consent or approval but is merely reimbursement for Landlord's time and resources expended in considering such request. Notwithstanding the foregoing, Landlord will have the right to (A) waive the provisions of this Section, and/or (B) require Tenant to pay Landlord different amounts as may be required by another provision of this Lease.

(q) **Confidentiality.** Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and must not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent; however, Tenant may disclose the terms and conditions of this Lease if required by Law or court order, and to its attorneys, accountants, employees and existing or prospective financial partners provided same are advised by Tenant of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). Tenant will be liable for any disclosures made in violation of this Section by Tenant or by any entity or individual to whom the terms of and conditions of this Lease were disclosed or made available by Tenant. The consent by Landlord to any disclosures will not be deemed to be a Waiver on the part of Landlord of any prohibition against any future disclosure.

(r) **Authorization, Qualification and Registered Agent.** Tenant states to Landlord that Tenant (if a corporation, partnership or other business entity) is a duly formed and existing entity qualified to do business in the State or Commonwealth in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so (and upon Landlord's request must deliver to Landlord evidence of such authority satisfactory to Landlord), that Tenant currently has and must at all times maintain a registered agent in the county in which the Premises are located, and that this Lease is enforceable against Tenant in accordance with its terms. If this Lease is guaranteed, Tenant hereby states to Landlord that Guarantor (if a corporation, partnership or other business entity) is a duly formed and existing entity qualified to do business in the State or Commonwealth in which the Premises are located, that Guarantor has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Guarantor is authorized to do so (and upon Landlord's request must deliver to Landlord evidence of such authority satisfactory to Landlord), that Guarantor currently has and must at all times maintain a registered agent in the county in which the Premises are located, and that the Guaranty is enforceable against Guarantor in accordance with its terms. Landlord states to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(s) **Exhibits and Attachments.** All exhibits and attachments attached to this Lease are incorporated herein by this reference.

(t) **Prohibited Persons and Transactions.** Tenant states that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

(u) **Approval of Leases.** All leases are subject to the review, approval and consent of Landlord's Mortgagee. If Landlord's Mortgagee requires any modifications to the terms of this Lease as a condition to approving this Lease, other than a modification of Base Rent or any material economic provision of this Lease, Tenant must execute and deliver any required modifications within 10 days after receipt of such notice from Landlord. In the event that Tenant refuses to execute and deliver any of said required modifications within said ten (10) day period, then Landlord may, at its sole election and as its sole remedy with respect thereto, unilaterally terminate this Lease by serving written termination notice on Tenant.

(v) **Time is of the Essence.** Time is of the essence with respect to Tenant's obligations under this Lease.

(w) **UBTI and REIT Representation.** Tenant and Landlord intend that all amounts payable by Tenant to Landlord will qualify as "rents from real property," and will otherwise not constitute "impermissible tenant services income," all within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "**Code**") and the U.S. Department of Treasury Regulations promulgated thereunder (the "**Regulations**"). In the event that Landlord determines that there is any risk that any amount payable under the Lease may not qualify as "rents from real property" or will otherwise constitute impermissible

tenant services income within the meaning of Section 856(d) of the Code and the Regulations, Tenant agrees (i) to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all amounts payable under the Lease as "rents from real property" and (ii) to permit (and, upon request, to acknowledge in writing) an assignment of the obligation to provide certain services under the Lease, and, upon request, to enter into direct agreements with the parties furnishing such services (which will include but not be limited to a taxable REIT subsidiary of Landlord). Notwithstanding the foregoing, Tenant will not be required to take any action pursuant to the preceding sentence (including acknowledging in writing an assignment of services pursuant thereto) if such action would result in (A) Tenant's incurring more than de minimis additional liability under the Lease or (B) more than a de minimis negative change in the quality or level of Building operations or services rendered to Tenant under the Lease. For the avoidance of doubt, (1) if Tenant does not acknowledge in writing an assignment as described in clause (ii) above (it being agreed that Tenant will not unreasonably withhold, condition or delay such acknowledgment so long as the criteria in clauses (A) and (B) are satisfied), then Landlord will not be released from liability under the Lease with respect to the services so assigned; and (2) nothing in this subsection will limit or otherwise affect Landlord's ability to assign its entire interest in the Lease to any party as part of a conveyance of Landlord's ownership interest in the Building.

(x) **ERISA.** Tenant hereby states to Landlord that Tenant is not (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), that is subject to Part 4 of Title I of ERISA, (ii) a "plan" within the meaning of Section 4975(e)(1) of the Code, that is subject to Section 4975 of the Code, (iii) an entity whose underlying assets include "plan assets" by reason of a plan's investment in the entity, or (iv) and will not become a "benefit plan investor" as defined in Section 3(42) of ERISA or a "governmental plan" within the meaning of Section 3(32) of ERISA.

(y) **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease will be deemed to have been Waived by Landlord unless such Waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof will waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease will inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party will be deemed a third party beneficiary hereof.

(z) **Counterparts; Electronic Signatures.** This Lease may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Notwithstanding any law or presumption to the contrary, this Lease may be executed electronically or by "pdf" and each party has the right to rely upon an electronic or "pdf" counterpart of this Lease signed by the other party to the same extent as if such party had received an original counterpart, and such counterpart of this Lease will be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

[SIGNATURES ON FOLLOWING PAGES]

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease will be dated as of the Lease Date. If the execution date is left blank, this Lease will be deemed executed as of the Lease Date.

LANDLORD:

THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P.,
a Delaware limited partnership

By: The Realty Associates Fund XI, L.P.,
a Delaware limited partnership,
its general partner

By: Realty Associates Fund XI, LLC,
a Delaware limited liability company,
its general partner

By: _____
Officer

TENANT:

MULTI PACKAGING SOLUTIONS DALLAS, INC.,
a Delaware corporation

By:

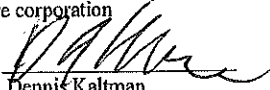

Dennis Kaltman,
Executive Vice President - MPS



EXHIBIT A
OUTLINE OF PREMISES

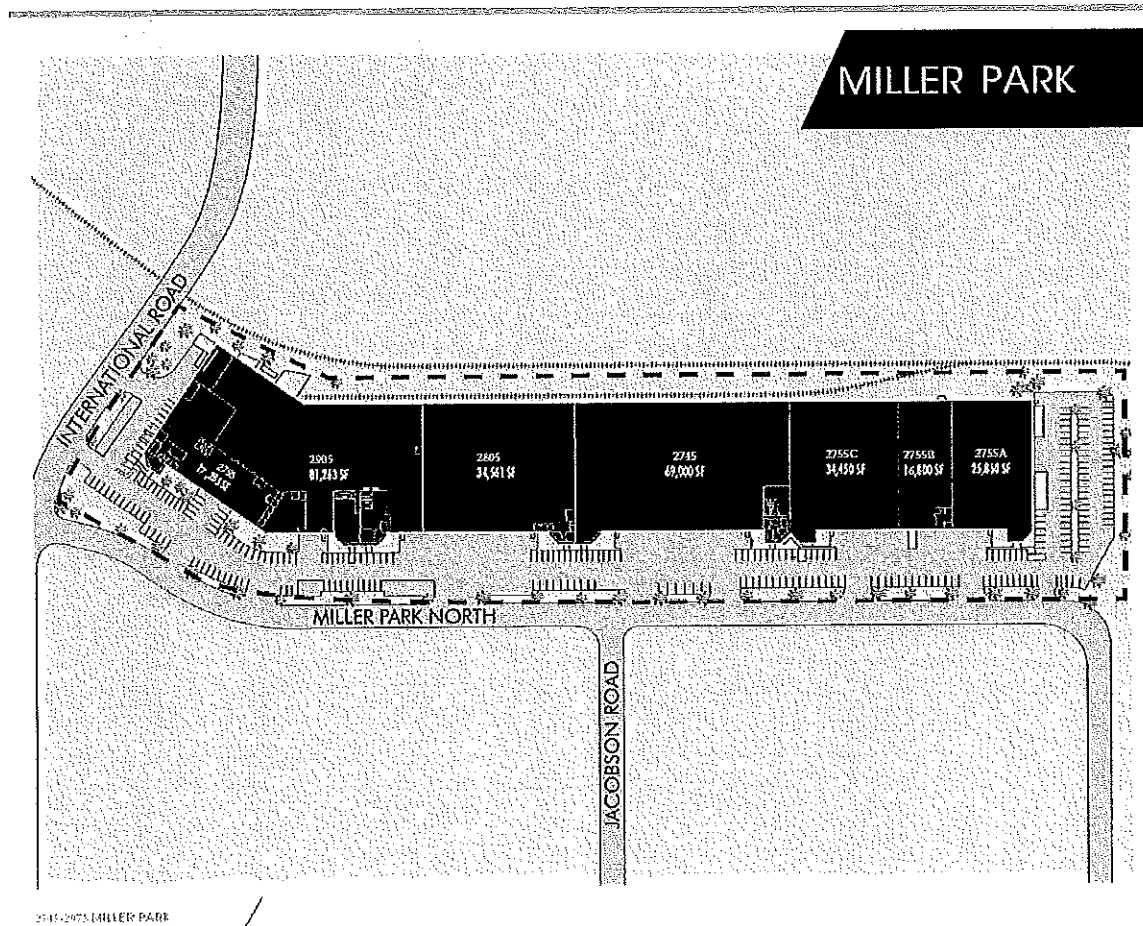


EXHIBIT B

BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas must not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one part to another part of the Building.
2. Tenant will not place any signs on the Project without Landlord's prior written consent. All signage must comply with all applicable laws, codes and regulations, including, without limitation, zoning and building codes. No advertisements, pictures or signs of any sort may be displayed on or outside the Premises without the prior written consent of Landlord. This prohibition includes any portable signs or vehicles placed within the parking lot, common areas or on streets adjacent thereto for the purpose of advertising or display. Landlord has the right to remove any such unapproved item without notice and at Tenant's expense.
3. Tenant may not park or store motor vehicles, trailers or containers outside the Premises after the conclusion of normal daily business activity without Landlord's prior written consent.
4. Tenant may not use any method of heating or air-conditioning without the prior written consent of Landlord.
5. All window coverings and window films or coatings installed by Tenant and visible from outside of the Building require the prior written approval of Landlord. Except for dock shelters and seals as may be expressly permitted by Landlord, no awnings or other projections may be attached to the outside walls of the Building.
6. Tenant may not use, keep or permit to be used or kept any foul or noxious gas or substance, flammable or combustible materials on, in or around the Premises unless approved by Landlord and with the proper governmental permits and approvals.
7. Tenant may not use, keep or permit to be used or kept food or other edible materials in or around the Premises in such a manner as to attract rodents, vermin or other pests. Tenant may not permit cooking in or about the Premises other than in microwave ovens.
8. Tenant may not use or permit the use of the Premises for lodging or sleeping, for public assembly, or for any illegal or immoral purpose.
9. Tenant may not alter any lock or install any new locks or bolts on any door at the Premises without the prior written consent of Landlord. Tenant agrees not to make any duplicate keys without the prior consent of Landlord.
10. Tenant will park motor vehicles only in those general parking areas as designated by Landlord except for active loading and unloading. During loading and unloading of vehicles or containers, Tenant will not unreasonably interfere with traffic flow within the Project and loading and unloading areas of other tenants.
11. Storage of propane tanks, whether interior or exterior, will be in secure and protected storage enclosures approved by the local fire department and, if exterior, must be located in areas specifically designated by Landlord. Safety equipment, including eyewash stations and approved neutralizing agents, will be provided in areas used for the maintenance and charging of lead-acid batteries. Tenant will protect electrical panels and building mechanical equipment from damage from forklift trucks.
12. Tenant will not disturb, solicit or canvas any occupant of the Building or Project and will cooperate to prevent same.
13. Tenant must not conduct any activity on or about the Premises or Building which will draw pickets, demonstrators, or the like.
14. Tenant must not permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but will not be required to, designate an area for smoking outside the Building.
15. No person may go on the roof of the Building without Landlord's permission except to perform obligations under its lease.
16. Machinery, equipment and apparatus belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building to such a degree as to be objectionable to Landlord or other tenants or to cause harm to

the Building will be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the transmission of such noise and vibration. Tenant will cease using any such machinery which causes objectionable noise and vibration which cannot be sufficiently mitigated. All goods, including material used to store goods, delivered to the Premises of Tenant will be immediately moved into the Premises and will not be left in parking or exterior loading areas overnight.

17. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which will in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, must be repaired at the expense of such tenant.

18. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks of sufficient size to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the auto parking areas of the industrial park or on streets adjacent thereto.

19. Forklifts which operate on asphalt paving areas may not have solid rubber tires and may use only tires that do not damage the asphalt.

20. Tenant will be responsible for the safe storage and removal of all pallets. Pallets will be stored behind screened enclosures at locations approved by the Landlord.

21. Tenant will be responsible for the safe storage and removal of all trash and refuse. All such trash and refuse will be contained in suitable receptacles stored behind screened enclosures at locations approved by Landlord. Landlord reserves the right to remove, at Tenant's expense and without further notice, any trash or refuse left elsewhere outside of the Premises or on the Project.

22. Tenant may not store or permit the storage or placement of goods or merchandise in or around the common areas surrounding the Premises. No displays or sales of merchandise are allowed in the parking lots or other common areas.

23. Tenant will appoint an Emergency Coordinator who will be responsible for assuring notification of the local fire department in the event of an emergency, assuring that sprinkler valves are kept open and implementing the Factory Mutual "Red Tag Alert" system including weekly visual inspection of all sprinkler system valves on or within the Premises. Tenant will provide Landlord access to fire protection and any related communications equipment in the Premises at all times.

EXHIBIT C

TENANT IMPROVEMENTS

(Performed and paid for by Landlord except for changes)

1. **Tenant Improvements.** This Exhibit governs the initial alterations, additions, and/or improvements (the "**Tenant Improvements**") to be performed to the Premises and/or the Project by Landlord pursuant to Plans (as hereinafter defined) prior to or immediately following the Commencement Date. Any other or subsequent alterations, additions, and/or improvements to be performed to the Premises and/or the Project will be governed by the Lease and not this Exhibit.

2. **Construction Representatives.** Landlord and Tenant must each appoint a representative that will have the power and authority to make decisions on their respective behalves under this Exhibit. As of the Lease Date, such representatives are as following, but either party may change its representative upon written notice to the other:

Landlord's Representative:

Ken Newman
5055 Keller Springs Road, Suite 300
Addison, TX 75001
Telephone: (972) 380-3640
Email: knewman@hldallas.com

Tenant's Representative:

Travis McDonough
13465 Jupiter Road
Dallas, Texas 75238
Telephone: (214) 343-7605
E-mail: travis.mcdonough@westrock-mps.com

3. **Plans.**

(a) **Plans.** The plans ("**Plans**") for the Tenant Improvements are attached to this Lease as **Exhibit C-1.**

(b) **Changes to Plans.** Tenant may not request or initiate any changes to the Plans without Landlord's prior written consent. Landlord may make changes to the Plans in order to comply with Laws or to enable the Tenant Improvements to be performed in a good and workmanlike manner.

(c) **No Warranties as to Plans.** LANDLORD MAKES NO STATEMENTS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLANS OR ANY SERVICES PROVIDED BY ANY ARCHITECT OR ENGINEER. ALL IMPLIED WARRANTIES BY LANDLORD WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THOSE OF HABITABILITY, MERCHANTABILITY, MARKETABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED.

4. **Performance of the Tenant Improvements.**

(a) **Landlord Performs Tenant Improvements.** Landlord will cause the Tenant Improvements to be performed in accordance with the Plans. Except as otherwise expressly provided in the Plans, Landlord will use Building-standard materials, finishes and colors selected by Landlord.

(b) **Changes to Tenant Improvements.** Tenant may not request or initiate any changes to the Tenant Improvements without Landlord's prior written consent. Landlord may make changes to the Tenant Improvements in order to comply with Laws or to enable the Tenant Improvements to be performed in a good and workmanlike manner.

(c) **Tenant Occupancy During Performance of Tenant Improvements.** If Tenant is permitted to enter or occupy the Premises during the performance of the Tenant Improvements, Tenant hereby agrees that Landlord will not be liable for injury to Tenant's business or any loss of income therefrom or for loss of or damage to the merchandise, tenant improvements, fixtures, furniture, equipment, computers, files, automobiles, or other property of Tenant, Tenant's employees, agents, contractors or invitees, or any other person in or about the Project, nor will Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors or invitees, whether such damage or injury is caused by or results from any cause whatsoever including, but not limited to, breach in covenant of quiet enjoyment, theft, criminal activity at the Project, negligent security measures, fire, electricity, gas, water or rain, flooding, breakage of pipes, sprinklers, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Project, or from new construction or the repair, alteration or improvement of any part of the Building and Premises, and

regardless of whether the cause of the damage or injury arises out of Landlord's or its employees', agents' or contractors' negligent acts. Landlord will not be liable for any damages arising from any act or neglect of any employees, agents, contractors or invitees of any other tenant, occupant or user of the Project. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk of damage to Tenant's property or business or injury to persons in, upon or about the Project arising from any cause, including Landlord's negligence or the negligence of its employees, contractors or agents, and Tenant hereby Waives all Claims in respect thereof against Landlord, its employees, agents and contractors.

(d) **Walk-Through; Punchlist.** When Landlord considers the Tenant Improvements to be Substantially Completed, Landlord's representative and Tenant's representative must conduct a walk-through of the Premises and identify any necessary work for final completion of the Tenant Improvements. Neither Landlord's representative nor Tenant's representative will unreasonably withhold his or her agreement on punchlist items. Landlord will use reasonable efforts to cause the contractor performing the Tenant Improvements to complete all punchlist items within 30 days after agreement thereon.

(e) **Miscellaneous.** To the extent not inconsistent with this Exhibit, the Lease will govern the performance of the Tenant Improvements and Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

5. **Payment for the Tenant Improvements.** Landlord will be responsible for paying all costs incurred by Landlord to perform the Tenant Improvements; provided, however, Tenant must pay to Landlord, within 5 business days of Landlord's request from time to time, (i) the cost incurred (or to be incurred) by Landlord to make any changes to the Plans requested by Tenant, (ii) the increased cost incurred (or to be incurred) by Landlord to perform any Tenant Improvements resulting from any changes to the Plans requested by Tenant, (iii) the increased cost incurred (or to be incurred) by Landlord to perform any changes to the Tenant Improvements requested by Tenant, and (iv) the cost incurred (or to be incurred) by Landlord due to any Tenant Delay Day. Tenant will be responsible for paying all costs incurred by Tenant relating to the Tenant Improvements.

6. **Definitions.**

(a) **"Tenant Delay Day"** means each day of delay in the performance of the Tenant Improvements that occurs (i) because Tenant fails to timely furnish any information or prepare, deliver, submit or approve any required documents such as the Plans (whether preliminary, interim revisions or final), pricing estimates, construction bids, and the like, (ii) because of any change by Tenant to the Plans, (iii) because Tenant fails to attend any meeting with Landlord, the architect, any design professional, or any contractor, or their respective employees or representatives, as may be required or scheduled hereunder or otherwise necessary in connection with the preparation or completion of any construction documents, or in connection with the performance of the Tenant Improvements, (iv) because of any specification by Tenant of materials or installations in addition to or other than Landlord's standard finish-out materials, (v) because Tenant fails to timely pay any amounts required to be paid by Tenant, or (vi) because a Tenant Party otherwise delays completion of the Tenant Improvements.

(b) **"Substantial Completion," "Substantially Completed,"** and any derivations thereof mean the Tenant Improvements in the Premises is substantially completed (as reasonably determined by Landlord) in substantial accordance with the Plans, and all governmental approvals, if any, relating to the Tenant Improvements have been obtained. Substantial Completion will have occurred even though minor details of construction, decoration, landscaping and mechanical adjustments remain to be completed.

7. **Tenant's Default.** Notwithstanding any provision to the contrary contained in the Lease, if Tenant commits an Event of Default, then, in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord will have no other obligations under the terms of this Exhibit until such time as such Event of Default is cured pursuant to the terms of the Lease. The failure of Tenant to perform any of its obligations under this Exhibit will constitute an Event of Default under the Lease.

EXHIBIT C-1

PLANS



Corporate Office: 4874 Old Mill, Dallas, TX 75244 • Phone 972-621-6272 • Fax 972-621-1154 Quote Rem for 30 days

Holt Lunsford Commercial, Inc.
5055 Keller Springs Rd. Ste. 300
Addicks, TX 75001
972-241-8300

Thursday, April 19, 2018

Reference Job:
2755 Miller Park suite 300

<u>Product Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
Dock & Door Move Out			
Dock Doors (from left to right from inside the facility)			
#14 replace bottom section on door			
#13 replace bottom section on door			
#12 replace bottom section on door and replace damaged LH lower 3" track			
#11 replace bottom section on door, both LH and RH lower 3" track			
Leveler-replace both dock bumpers, lip kick out and hold down 1 ratchet bar assembly			
Dock seal - replace torn dock seal header			
#10 replace bottom section on door, both LH and RH Lower 3" track			
Leveler - replace both dock bumpers, lip kick out and hold down 1 ratchet bar assembly			
#9 Good working condition			
#8 Replace damaged lower RH 3" track			
#7 replace the bottom and 1 st intermediate sections on door			
#6 replace bottom section on door and replace damaged RH lower 3" track			
Replace dock bumpers			
Dock Seal - replace entire damaged unit			
Adjust and service dock leveler			
#5 replace both LH & RH 3" track on door			
Replace dock bumpers			
Adjust and service dock leveler			
#4 replace bottom section on door			
#3 replace damaged lower LH 3" track			
#2 replace bottom section on door, both LH & RH lower 3" track			
Leveler - replace both dock bumpers, lip kick out and hold down 1 ratchet bar assembly			
#1 replace bottom section on door			
Rail Dock Door (from right to left inside facility)			
#1 replace bottom section on door			
#2 replace bottom section on door			
#3 replace the bottom and 1 st intermediate sections on door and LH 3" door track			
#4 replace bottom section on door			
#5 replace the bottom and 1 st intermediate sections on door			
#6 replace bottom section on door			
#2, # 20, & #11 dock door levelers need to be replaced			
Add 5 hoods over ventilation louvers on back wall due to leaks			
Add 8 bug screens on overhead doors			
Replace 2 dock shrouds and add 3 additional dock shrouds			

EXHIBIT D

CONFIRMATION OF COMMENCEMENT DATE

_____, 20__

MULTI PACKAGING SOLUTIONS DALLAS, INC.

Re: Lease Agreement (the "Lease") dated _____, 20__, between THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P., a Delaware limited partnership ("Landlord"), and MULTI PACKAGING SOLUTIONS DALLAS, INC., a Delaware corporation ("Tenant"). Capitalized terms used herein but not defined will be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. **Condition of Premises.** Tenant has accepted possession of the Premises pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects except for the punchlist items described on Exhibit A hereto (the "Punchlist Items"), and except for such Punchlist Items, Landlord has fulfilled all of its duties under the Lease with respect to such initial tenant improvements.

2. **Commencement Date.** The Commencement Date of the Lease is _____, 20__.

3. **Expiration Date.** The Term is scheduled to expire on the last day of the ____ full calendar month of the Term, which date is _____, 20__.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

[INSERT MGMT COMPANY NAME], Landlord's managing agent on behalf of Landlord

Agreed and accepted:

MULTI PACKAGING SOLUTIONS, INC.,
a Delaware corporation

By: 

Name: Douglas K. Hamon

Title: EVP

Date: 10/28/18

EXHIBIT A TO CONFIRMATION OF COMMENCEMENT DATE

PUNCHLIST ITEMS

Please insert any punchlist items that remain to be performed by Landlord. If no items are listed below by Tenant, none will be deemed to exist.

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

ADDENDUM TO LEASE AGREEMENT

It is hereby agreed by Landlord and Tenant that the provisions of this Addendum are a part of the Lease. If there is a conflict between the terms and conditions of this Addendum and the terms and conditions of the Lease, the terms and conditions of this Addendum will control. Capitalized terms in this Addendum will have the same meaning as capitalized terms in the Lease.

1. **Guaranty.** As additional consideration for Landlord to enter into this Lease, Tenant shall cause Guarantor (as defined in Exhibit H) to execute the Guaranty of Lease (the "**Guaranty**") attached to this Lease as **Exhibit H** and Tenant shall deliver same to Landlord contemporaneously with Tenant's execution hereof. Tenant's failure to deliver the Guaranty as required in the preceding sentence shall be an automatic Event of Default under the Lease, with no notice being necessary to Tenant, and Landlord shall be entitled to exercise any and all rights and remedies available to it hereunder, as well as at law or in equity. This Lease shall be binding and enforceable as between Landlord and Tenant regardless of whether Guarantor executes and delivers the Guaranty; provided, however, if Tenant fails to deliver the Guaranty, Landlord, notwithstanding anything to the contrary contained in the Lease, (a) shall not be required to perform any tenant improvement work in the Premises, (b) shall not be required to make any reimbursements or allowances in connection with any tenant improvement work, (c) shall not be required to pay any brokerage commissions to the broker or brokers representing Tenant in connection with the Lease (and Tenant shall indemnify Landlord against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under Tenant), (d) shall have the right to terminate this Lease (thereby making it void ab initio) by giving Tenant written notice of such termination, and (e) shall not be required to honor any renewal rights, expansion rights, rights of first offer, preferential rights to lease, and termination options or rights of first refusal or any similar rights or options set forth in this Lease, if any. If (i) Landlord, in its sole judgment, determines that the creditworthiness, economic strength, or financial status of Guarantor falls below a level then acceptable to Landlord; (ii) a bankruptcy proceeding is filed by or against Guarantor; (iii) Guarantor breaches the Guaranty; or (iv) Guarantor dies or dissolves; then Landlord may, at any time and upon prior written demand to Tenant, require Tenant to deliver to Landlord the Alternative Security (as hereinafter defined), within 10 days after Tenant's receipt of such written demand. Tenant's failure to provide the Alternative Security requested by Landlord shall constitute an Event of Default under the Lease for which Landlord may terminate the Lease upon written notice to Tenant. The term "**Alternative Security**" shall mean cash security deposit, letter of credit or substitute guaranty in amount, form, and substance acceptable to Landlord.

2. **Extension Option.** Notwithstanding anything to the contrary contained herein, Landlord hereby grants to Tenant the option to extend the Term ("**Extension Option**") for 1 period of 5 years ("**Extension Term**") commencing when the Term expires in accordance with and subject to each of the following terms and conditions:

(a) **Extension Notice.** If Tenant desires to exercise an Extension Option, Tenant shall give Landlord irrevocable written notice (the "**Extension Notice**") (subject to revocation only under Section (e) hereof) of Tenant's exercise of an Extension Option. The Extension Notice must be received by Landlord no later than the date that is 9 full months prior to the date that the Extension Term would start and no earlier than the date that is 12 full months prior to the date that the Extension Term would start. Time is of the essence with respect to Landlord's receipt of the Extension Notice and all other deadlines in this Section.

(b) **Terms of Extension Terms.** During any Extension Term, all of the terms and conditions of the Lease (excluding any terms, conditions and options specifically applicable to only the initial or any prior Term) except where specifically modified by this Section shall apply. Tenant shall have no additional extension option.

(c) **Rent for Extension Terms.** The Rent payable during an Extension Term shall be the Market Rate on the date the Extension Term commences.

(d) **Definition of Market Rate.** The term "**Market Rate**" shall mean the amount that a willing, comparable renewal tenant would pay and a willing, comparable landlord of a similar building in the same submarket would accept at arm's length for similar space, giving appropriate consideration to all relevant factors, including, without limitation, the following matters: (i) annual rental rates and rent increases, if any, per rentable square foot during the term; (ii) the type of escalation clauses (including, but without limitation, operating expenses, real estate taxes, electrical costs and CPI) and the extent of liability under the escalation clauses (i.e., whether determined on a "net lease" basis or by increases over a particular base year or base dollar amount); (iii) rent abatement provisions reflecting free rent and/or no rent during the lease term; (iv) length of lease term; (v) quality, size, utility and location of premises being leased; (vi) whether other renewal tenants are receiving tenant improvements or refurbishment allowances; (vii) size and credit standing of Tenant; (viii) the number of parking spaces and the charges for parking spaces; and (ix) other generally applicable terms and conditions of tenancy for similar space. In no event shall Landlord be obligated to provide Tenant with a tenant improvement or refurbishment allowance, but if Landlord does not provide Tenant with a tenant improvement or refurbishment allowance such factor shall be considered in determining the Market Rate. The Market Rate may also designate periodic rental increases, a new base year(s) and similar economic adjustments. The Market Rate shall be the Market Rate in effect as of the beginning of the Extension Term, even though the determination may be made in advance of

that date, and the parties may use recent trends in rental rates in determining the proper Market Rate as of the beginning of the Extension Term. The Market Rate will be evaluated as an effective rate, not specifically including, but accounting for, the appropriate economic considerations described above.

(e) **Determination of Market Rate.** If Tenant exercises an Extension Option (in accordance with Section (a) hereof), Landlord shall determine the Market Rate by using its good faith judgment. Landlord shall provide Tenant with written notice ("**Landlord's Notice**") of such amount within 30 days after Tenant exercises such Extension Option. Tenant shall have 10 days following delivery of Landlord's Notice to notify Landlord in writing ("**Tenant's Renewal Notice**") of (i) Tenant's exercise of its right to renew the Lease at the Market Rate proposed by Landlord, or (ii) Tenant's election not to exercise its right to renew the Lease. Tenant's failure to timely deliver Tenant's Renewal Notice shall be deemed acceptance by Tenant of the Market Rate proposed by Landlord.

(f) **Tenant's Default.** Notwithstanding the foregoing, (i) Tenant shall have no right to exercise an Extension Option or deliver an Extension Notice at any time in which an event exists which, with notice or lapse of time or both, would constitute an Event of Default under the Lease, and any delivery of an Extension Notice during such period of time shall be null and void and of no effect, (ii) if an Event of Default occurs under the Lease prior to Tenant's exercise of an Extension Option (in accordance with Section (a) hereof), the Extension Option shall automatically become null and void, and (iii) if after Tenant's exercise of an Extension Option (in accordance with Section (a) hereof) but before the commencement of an Extension Term an event exists which, with notice or lapse of time or both, would constitute an Event of Default under the Lease, then Landlord may elect, but is not obligated, by written notice given to Tenant to cancel and declare null and void Tenant's exercise of the Extension Option, and the Lease shall continue in full force and effect for the full Term hereof unaffected by Tenant's exercise of the Extension Option. If Landlord does not cancel Tenant's exercise of the Extension Option, Tenant shall cure the default within the period of time specified in the Lease.

(g) **No Extension Option After Transfer.** The Extension Option is personal to the originally named Tenant in the Lease or Lease amendment to which this Section is attached. If a Transfer occurs (other than a Permitted Transfer), the Extension Option shall be deemed null and void and neither Tenant nor any assignee, subtenant or other transferee shall have the right to exercise such option. This condition may be waived in writing by Landlord at its sole and absolute discretion and may not be used by Tenant as a means to negate the effectiveness of Tenant's exercise of an Extension Option.

(h) **Occupancy of Premises.** The Extension Option may only be exercised while Tenant is occupying the entire Premises, and at Landlord's election any delivery of an Extension Notice during any period of time in which Tenant is not occupying the entire Premises shall be null and void and of no effect. F

(i) **No Extension Option After Exercise of Certain Options.** Notwithstanding anything in the Lease to the contrary, (i) if Tenant exercises any option contained in the Lease, if any, to terminate the Lease or reduce the size of the Premises, the Extension Option shall automatically become null and void upon such exercise, and (ii) if Tenant exercises an Extension Option, any termination options, cancellation options, or options to reduce the size of the Premises, if any, shall automatically become null and void upon such exercise.

(j) **Brokerage Commissions.** Tenant (and not Landlord) shall be liable for all brokerage commissions payable to any broker(s) representing Tenant related to any extension pursuant to this Section except to the extent Landlord is responsible for any such commissions pursuant to a separate written agreement with such broker(s).

(k) **Amendment to Lease.** Promptly after the determination of the Market Rate, Landlord shall deliver to Tenant an amendment to the Lease to reflect the Extension Term. Within 10 days thereafter, Tenant shall execute and return the amendment. If Tenant fails to return the amendment within such 10 day period, at Landlord's written election, Tenant's rights under this Section shall be deemed terminated.

(l) **Extension Option only Extends Primary Term.** The Extension Option extends the primary Term ("**Primary Term**") described in this Lease/Amendment (i.e., the Term that expires 37 full months following the Commencement Date). The Primary Term will be deemed to include any other "Term" that expires coterminously with such Primary Term (e.g., additional space leased by Tenant after the date of this Amendment for a "Term" that expires coterminously with the Primary Term). The Primary Term will not include (i) any other "Term" that does not expire coterminously with the Primary Term, or (ii) any other "Term" for which the Lease provides that the Extension Option will not apply. If there is more than one Extension Option and if Tenant exercises the prior Extension Option, then the subsequent Extension Option shall extend the Term(s) extended by the prior Extension Option.

EXHIBIT G

FORM OF HAZMAT CERTIFICATE

General Information

Name of Responding Company: _____

Mailing Address: _____

Signature: _____

Title: _____ Phone: _____

Date: _____ Age of Facility: _____ Length of Occupancy: _____

Major products manufactured and/or activities conducted on the property: _____

Type of Business Activity(ies):
(check all that apply)

_____ machine shop
_____ light assembly
_____ research and development
_____ product service or repair
_____ photo processing
_____ automotive service and repair
_____ manufacturing
_____ warehouse
_____ integrated/printed circuit
_____ chemical/pharmaceutical product

Hazardous Materials Activities:
(check all that apply)

_____ degreasing – chlorinated solvent? ___Y___N
_____ chemical/etching/milling
_____ wastewater treatment
_____ painting
_____ striping
_____ cleaning
_____ printing. Water based? ___Y___N
_____ analytical lab
_____ plating
_____ chemical/missing/synthesis
_____ silkscreen
_____ lathe/mill machining
_____ deionizer water product
_____ photo masking
_____ wave solder
_____ metal finishing

HAZARDOUS MATERIALS/WASTE HANDLING AND STORAGE

A. Are hazardous materials handled on any of your shipping and receiving docks in container quantities greater than one gallon? _____ Yes _____ No

B. If Hazardous materials or waste are stored on the premises, please check off the nature of the storage and type(s) of materials below:

Types of Storage Container
(list above-ground storage only)

_____ 1 gallon or 3 liter bottles/cans
_____ 5 to 30 gallon carboys
_____ 55 gallon drums
_____ tanks

Type of Hazardous Materials and/or Waste Stored

_____ acid
_____ phenol
_____ caustic/alkaline cleaner
_____ cyanide
_____ photo resist stripper
_____ paint
_____ flammable solvent
_____ gasoline/diesel fuel
_____ chlorinated solvent
_____ oil/cutting fluid

Are the hazardous materials being used/mixed on site or just stored for distribution? _____

If drums or tanks are used specify what materials are stored in the 55-gallon drums or tanks _____

If chlorinated solvents are used please specify which chlorinated solvents are used, how they are used and in what volumes _____

C. Do you accumulate hazardous waste on site? _____ Yes _____ No

If yes, how is it being handled? _____

_____ on-site treatment or recovery

_____ discharged to sewer

_____ hauled offsite

If hauled offsite, by whom _____

_____ incineration

D. Indicate your hazardous waste storage status:

_____ generator _____ SQG _____ LQG

_____ interim status facility

_____ permitted TSDF

_____ none of the above

WASTEWATER TREATMENT/DISCHARGE

A. Do you discharge industrial wastewater to:

_____ sewer

_____ storm drain

_____ surface water

_____ no industrial discharge

B. Is your industrial wastewater treated before discharge? _____ Yes _____ No

If yes, what type of treatment is being conducted?

_____ neutralization

_____ metal hydroxide formation

_____ closed-loop treatment

_____ cyanide destruct

_____ HF treatment

_____ other

C. Do you have an oil/water separator or clarifier? _____ Yes _____ No

SUBSURFACE CONTAINMENT OF HAZARDOUS MATERIALS/WASTES

A. Are buried tanks/sumps being used for any of the following:

_____ hazardous waste storage

_____ chemical storage

_____ gasoline/diesel fuel storage

_____ waste treatment

_____ wastewater neutralization

_____ industrial wastewater treatment

_____ none of the above

- B. If buried tanks are located onsite, indicate their construction: _____
 _____ steel _____ fiberglass _____ concrete
 _____ inside open vault _____ double walled
- C. Are hazardous materials or untreated industrial wastewater transported via buried piping to tanks, process areas or treatment areas? _____ Yes _____ No
- D. Do you have wet floors in your process areas? _____ Yes _____ No
 If yes, name processes: _____
- E. Are abandoned underground tanks or sumps located on the property? _____ Yes _____ No

HAZARDOUS MATERIALS SPILLS

- A. Have hazardous materials ever spilled to:
 _____ the sewer
 _____ the storm drain
 _____ onto the property
 _____ no spills have occurred
- B. Have you experienced any leaking underground tanks or sumps? _____ Yes _____ No
- C. If spills have occurred, were they reported? _____ Yes _____ No
 Check which the government agencies that you contacted regarding the spill(s):
 _____ Department of Health Services
 _____ Department of Fish and Game
 _____ Environmental Protection Agency
 _____ Regional Water Quality Control Board
 _____ Fire Department
- D. Have you been contacted by a government agency regarding soil or groundwater contamination on your site?
 _____ Yes _____ No
 Do you have exploratory or monitoring wells onsite? _____ Yes _____ No
 If yes, indicate the following:
 Number of wells: _____ Approximate depth of wells: _____ Well diameters: _____

PLEASE ATTACH ENVIRONMENTAL REGULATORY PERMITS, AGENCY REPORTS THAT APPLY TO YOUR OPERATION AND HAZARDOUS WASTE MANIFESTS.

Check off those enclosed:

- _____ Hazardous Materials Inventory Statement, HMIS
 _____ Hazardous Materials Management Plan, HMMP
 _____ Regulatory Agency Facility Inspection Report
 _____ Underground Tank Registrations
 _____ Industrial Wastewater Discharge Permit
 _____ Hazardous Waste Manifest

EXHIBIT H

GUARANTY OF LEASE

This Guaranty of Lease (this "Guaranty") is dated as of (but not necessarily on) October 22, 2018, and is given by the undersigned (collectively "Guarantor"), to THE REALTY ASSOCIATES FUND XI PORTFOLIO, L.P., a Delaware limited partnership ("Landlord"), in order to guaranty the performance of all obligations of MULTI PACKAGING SOLUTIONS DALLAS, INC., a Delaware corporation ("Tenant") under that certain lease (the "Lease") entered into by Landlord and Tenant for the lease of the real property commonly known as Miller Park which is comprised of 4 separate buildings having a street address of 2745 - 2975 Miller Park North, Garland, Texas 75042 ("Premises"). As a material inducement to and in consideration of Landlord's entering into the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees with Landlord as follows:

1. Scope of Guaranty. Guarantor hereby unconditionally and irrevocably guarantees all of Tenant's obligations now or hereafter existing under the Lease and under any and all amendments, renewals, and modifications to the terms of the Lease (the "Obligations") including but not limited to: (a) Tenant's payment of all rent, monies and charges payable under the Lease at the times and in the manner specified thereunder; (b) Tenant's performance when due of each of the covenants contained in the Lease to be kept, performed or observed by Tenant; and (c) Tenant's payment of all damages owing to Landlord following a default by Tenant under the Lease. Guarantor acknowledges that this is a guaranty of payment and performance of all Obligations and not merely a guaranty of collectibility.

2. Term of Guaranty. This Guaranty and the obligations of Guarantor hereunder shall be continuing and irrevocable regardless of any assignment of either the Lease or any interest under the Lease until Tenant has performed all of its Obligations under the Lease, including those which survive the expiration or earlier termination of the Lease. If all or any portion of the Obligations are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise. This Guaranty and the obligations of Guarantor hereunder shall continue during any option period, extended term or renewal period.

3. Waivers. Guarantor hereby waives its right to assert any defense to its liability under this Guaranty based on (a) Guarantor's right to require Landlord to proceed against Tenant or a co-guarantor or to proceed against or exhaust any security held by Landlord at any time; (b) the expiration of any statute of limitations in any action hereunder or in any action for the performance of any Obligation; (c) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (d) Landlord's failure to make any demand for performance or to give a notice of nonperformance to Tenant; (e) any defense based upon an election of remedies by Landlord, including any election which destroys or impairs any right of subrogation, reimbursement or contribution which Guarantor may have; (f) any duty on the part of Landlord to disclose to Guarantor any facts Landlord may now or hereafter know about Tenant, it being understood and agreed that Guarantor is fully responsible for becoming and remaining informed of the financial condition of Tenant and of any and all circumstances bearing on the risk of nonperformance of any Obligation; (g) if the Premises are located in California, any rights or benefits in favor of Guarantor under Sections 2809, 2810, 2815, 2819, 2839, 2845, 2848, 2849 or 2850 of the California Civil Code or under 11 U.S.C. Sections 364 or 1111(b), or any amendment to any of the forgoing statutes; (h) any transfer of Landlord's interest in the Premises or the assignment of Landlord's interest in the Lease; (i) any transfer of Tenant's interest as tenant under the Lease or any portion thereof or any sublease or assignment by Tenant; (j) any merger or consolidation of Tenant or sale of all or a substantial portion of Tenant's assets; (k) any sale of all or any portion of any capital stock of Tenant or partnership interest in Tenant owned by Guarantor; (l) any prior or concurrent representation, understanding, promise or condition concerning the subject matter hereof which is not expressed herein, or (m) any and all defenses relating to Landlord's failure to perfect a security interest in Tenant's property and/or impairment of collateral. Guarantor hereby waives all presentments, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty by Landlord, and this Guaranty shall be binding upon Guarantor immediately upon its delivery to Landlord.

4. No Discharge of Guarantor. Guarantor hereby agrees that Guarantor's liability under this Guaranty (i) shall not be deemed to have been waived, released, discharged, limited, impaired or affected, and (ii) shall be absolute and unconditional irrespective of (a) the expiration or termination of the Lease; (b) the release or discharge of Tenant in any receivership, bankruptcy or other creditors' proceedings or the rejection, disaffirmance of disclaimer of the Lease by any party in any such proceeding; (c) the repossession of the Premises; (d) either with or without notice to or consent of Guarantor, any assignment (of either the Lease or any interest under the Lease), amendment, extension, renewal or any modification of the terms of the Lease, including, without limitation, material alterations of the terms of the Lease, or performance, or any other terms thereof, including, but not limited to, alterations to (i) Tenant's maintenance, repair and/or improvement obligations under the Lease, (ii) the amount of security held by Landlord (or any successor landlord) under the Lease, (iii) the term of the Lease, (iv) the rental rate and/or amount of rent paid by Tenant under the Lease, (v) the square footage of the Premises, or (vi) the location of the Premises (i.e., relocation); (e) any settlements or releases; or (f) any waiver by Landlord of any provisions of the Lease or any failure by Landlord to enforce the

provisions thereof. Guarantor hereby assigns to Landlord any rights Guarantor may have to file a claim and proof of claim in any bankruptcy or similar proceeding of Tenant and any awards or payments thereon to which Guarantor would otherwise be entitled, to the extent of any unsatisfied Obligation.

5. **Cumulative Rights.** The amount of Guarantor's liability and all rights, powers and remedies of Landlord hereunder shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies available to Landlord at law or in equity. In the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor, whether or not Tenant is joined in the action and whether or not a separate action is brought against Tenant. Landlord may maintain successive actions for other defaults.

6. **Subordination Of Rights.** Guarantor hereby subordinates any and all claims it may have against Tenant to Landlord's claims under the Lease.

7. **Attorneys' Fees and Expenses.** Guarantor shall pay to Landlord, upon demand, reasonable attorneys' fees and all costs and other expenses which Landlord expends or incurs in enforcing this Guaranty, or in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Tenant, Guarantor, or either of them.

8. **Interest.** Any amounts payable by Guarantor hereunder that are not paid when due shall bear interest at the lesser of (a) 18% per annum or (b) the maximum amount permitted by applicable law.

9. **Severability.** Should any provision of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions hereof shall nevertheless be deemed effective.

10. **Time of The Essence.** Time is of the essence with respect to the performance of Guarantor's obligations hereunder.

11. **Modification.** No provision of this Guaranty or right of Landlord hereunder may be modified or waived, nor shall Guarantor be released from performance of Guarantor's obligations hereunder, except by a writing duly executed by Landlord.

12. **Assignment and Interpretation.** This Guaranty shall inure to the benefit of and bind the heirs, legal representatives, administrators, executors, successors and assigns of Guarantor and of Landlord. The assignment of this Guaranty by Landlord shall not extinguish or diminish Guarantors liability hereunder. The use of the word Guarantor shall include the plural as well as the singular. Words used in the neuter gender shall include the masculine and feminine gender.

13. **Effect of Guarantor's Performance Of Obligations.** The acceptance by Landlord of the performance of any of the Obligations under the Lease by Guarantor, including, without limitation, the acceptance of rent payments, shall constitute neither an assignment of the Lease to Guarantor nor Landlord's consent to such an assignment.

14. **Estoppel Certificate.** Guarantor, from time to time within 10 days following Landlord's request, shall execute and deliver to Landlord an estoppel certificate containing such truthful information as Landlord may reasonably request, and such further instruments or documentation as may reasonably be requested by Landlord to ratify and confirm this Guaranty and the continuing liability of Guarantor hereunder. In addition, at Landlord's request, from time to time, Guarantor shall furnish to Landlord its most recent financial statement or other financial information as may be reasonably requested by Landlord.

15. **Governing Law and Venue.** This Guaranty shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located (without regard to conflict of law rules). The parties hereby consent to jurisdiction and venue in any court of competent jurisdiction or the United States District Court for the county and federal judicial district, respectively, in which the Premises are located, and agree that such courts shall constitute the exclusive venue for any dispute arising hereunder. Further Guarantor agrees that service of process may be made on it for purposes of any action or claim made under this Guaranty by service on Tenant in accordance with the notice provisions of the Lease. Landlord shall also mail copies of any such service of process to Guarantor in accordance with Section 17 below, provided that service of process on Tenant as provided above shall be deemed to be sufficient for purposes of this Section 15.

16. **Entire Agreement.** This Guaranty contains all of the agreements of Landlord and Guarantor concerning the guaranty of the Lease and no prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective.

17. **Notices.** Any notice given hereunder shall be in writing and may be given by certified mail, return receipt requested, personal delivery, Federal Express or other delivery service. If notice is given by certified mail, return receipt requested, notice shall be deemed given 3 days after the notice has been deposited in the U.S. mail, postage prepaid, addressed to Guarantor at the address set forth opposite its signature on the last page of this Guaranty and addressed to Landlord at the address for notices for Landlord set forth in the Lease. If notice is given by personal delivery, Federal Express or other delivery service, notice shall

be deemed given on the date the notice is actually received by Landlord or Guarantor. Either party may, by written notice to the other party, specify a different address for notice purposes.

18. **Authorization, Qualification and Registered Agent.** Guarantor hereby represents and warrants to Landlord that Guarantor (if a corporation, partnership or other business entity) is a duly formed and existing entity qualified to do business in the State or Commonwealth in which the Premises are located, that Guarantor has full right and authority to execute and deliver this Guaranty (and upon Landlord's request shall deliver to Landlord evidence of such authority satisfactory to Landlord), and that each person signing on behalf of Guarantor is authorized to do so, that Guarantor's organizational identification number assigned by the Secretary of State of the State or Commonwealth in which the Premises are located is _____, that Guarantor currently has and shall at all times maintain a registered agent in the county in which the Premises are located (the current registered agent is identified on the signature page of this Guaranty and may not be changed unless Landlord is given prior written notice), and that this Guaranty is enforceable against Guarantor in accordance with its terms.

19. **Joint and Several Liability.** If more than one person or entity executes this Guaranty, the obligations of each person or entity executing this Guaranty shall be joint and several.

20. **Waiver of Jury Trial.** LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST GUARANTOR OR GUARANTOR AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS GUARANTY, THE LEASE, THE RELATIONSHIP OF LANDLORD AND GUARANTOR, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

GUARANTOR ACKNOWLEDGES THAT IT WAS AFFORDED THE OPPORTUNITY TO READ THIS GUARANTY AND TO REVIEW IT WITH AN ATTORNEY OF ITS CHOICE. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS GUARANTY AND THE LEASE BEFORE SIGNING THIS GUARANTY.

[SIGNATURES FOLLOW NEXT PAGE]

Guarantor has executed this Guaranty as of the date written above.

GUARANTOR:

WESTROCK COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

Address:
1000 Abernathy Road, Suite L-2
Atlanta, Georgia 30328