

STANDARD INDUSTRIAL LEASE

THIS STANDARD INDUSTRIAL LEASE (the "Lease"), is made as of January 13, 2016, by and between **IPT OKC IC LLC**, a Delaware limited liability company, hereinafter referred to as "Lessor," and **VICTORY PACKAGING, L.P.**, a Texas limited partnership, hereinafter referred to as "Lessee."

WITNESSETH:

1. PREMISES. In consideration of the rents, covenants, agreements, and stipulations herein set forth, Lessor hereby leases to Lessee and Lessee hereby takes from Lessor the premises (the "Premises") which includes a parcel of real property containing approximately 9.782 acres and more particularly described on Exhibit "A" attached hereto (the "Land"), and the industrial buildings located thereon which contains approximately 80,400 square feet (the "Building"), located at 4949 Southwest 20th Street, Oklahoma City, Oklahoma.

2. TERM. The term of this Lease shall commence on the date stated above (herein called the "Commencement Date") and shall expire (unless extended as provided herein) at midnight on January 31, 2026 (the "Expiration Date"). The initial term of this Lease and any extension thereof shall herein be referred to as the "Lease Term."

3. RENTAL.

(a) Lessee agrees to pay to Lessor an annual base rental set forth as follows:

Lease Year	Rate Per Square Foot (Annual)	Monthly Base Rent	Annual Base Rent
Jan 13, 2016 – Jan 31, 2016	\$3.05	\$12,524.68	\$245,220.00
Feb 1, 2016 – Jan 31, 2017	\$3.05	\$20,435.00	\$245,220.00
Feb 1, 2017 – Jan 31, 2018	\$3.11	\$20,837.00	\$250,044.00
Feb 1, 2018 – Jan 31, 2019	\$3.17	\$21,239.00	\$254,868.00
Feb 1, 2019 – Jan 31, 2020	\$3.24	\$21,708.00	\$260,496.00
Feb 1, 2020 – Jan 31, 2021	\$3.30	\$22,110.00	\$265,320.00
Feb 1, 2021 – Jan 31, 2022	\$3.37	\$22,579.00	\$270,948.00
Feb 1, 2022 – Jan 31, 2023	\$3.43	\$22,981.00	\$275,772.00
Feb 1, 2023 – Jan 31, 2024	\$3.50	\$23,450.00	\$281,400.00
Feb 1, 2024 – Jan 31, 2025	\$3.57	\$23,919.00	\$287,028.00
Feb 1, 2025 – Jan 31, 2026	\$3.65	\$24,455.00	\$293,460.00

(b) Lessee agrees to pay as additional rental, Taxes and Premiums as set forth in Section 5, and Operating Expenses as set forth in Section 8.

(c) All rent and any other amounts required to be paid hereunder shall be paid in advance without deduction or setoff, commencing on the first day of the Lease Term, and thereafter on the first day of each calendar month; provided however, in the event the first day of

the Lease Term shall not be the first day of a calendar month, then the rental for such month shall be prorated on a daily basis. Other remedies for nonpayment of rent notwithstanding, any rent which is not paid within five (5) days after the date Lessee receives written notice from Lessor the same is due will be automatically subject to a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Lessor's additional administrative costs. Lessor Lessee agree that Lessor shall not be required to give Lessee written notice of the delinquent amount more than twice in any 12-month period or more than 4 times over the Lease Term.

(d) On the Commencement Date, Lessee shall submit a check or checks to Lessor in the amount of the base rent payment for the first partial month of the Lease Term in the amount of \$12,524.68 plus the first partial month's estimated Taxes, Premiums and Operating Expenses in the amount of \$4,862.00.

4. **SECURITY DEPOSIT.** No security deposit by Lessee shall be required upon execution of this Lease. However, if at any time during the Lease Term, Lessee's Tangible Net Worth (hereinafter defined) is less than \$50,000,000 for three (3) consecutive months, Lessee shall be obligated to notify Lessor of such decline in Tangible Net Worth no later than ten (10) days after the expiration of such three (3) month period (a "Net Worth Notice"). For a period of thirty (30) days after the date of the Net Worth Notice, Lessor and Lessee shall in good faith negotiate to determine an acceptable form of additional security for Lessee's obligations hereunder, which may include a letter of credit, a cash deposit, or a guaranty from an entity reasonably acceptable to Lessor, in an amount not less than the current gross rent payment for one month to Lessor, or such additional amount as may be commercially reasonable based on the financial condition of Lessee and market standards for security deposits of comparable industrial buildings. In the event Lessor and Lessee fail to agree upon such amount and form of additional security within said thirty (30) days' period, and if at the expiration thereof Lessee's Tangible Net Worth remains below \$50,000,000, then Lessor may treat the same as an event of default by Lessee hereunder. As used herein, "Tangible 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.

5. Real Estate Taxes and Insurance.

(a) As used herein, the following terms wherever initially capitalized shall have the following meanings:

(i) "Taxes" shall mean (i) all real estate ad valorem taxes and assessments, estate rental receipt or gross receipts tax levied against or in respect of the Premises (which shall include the Building and the Land), margin tax, license fees, public charges, or any other tax levied, assessed, or imposed against Lessor or the Premises in substitution for or in lieu of any which would otherwise constitute a real estate tax or a specific tax on rentals from the Premises, plus the cost, including attorney's and appraiser's fees, of any negotiation, contest or appeal pursued by Lessor in an effort to reduce the tax or assessment on which any tax provided for in Section is based, (ii) all sales, excise, use, or other similar taxes imposed during the Lease Term arising out of Lessee's use of the Premises pursuant to this Lease, and (iii) all personal property

valorem taxes, assessments, license fees imposed, and charges levied, assessed, or imposed the Lease Term on Lessee's personal property and fixtures in the Premises. Notwithstanding anything to the contrary provided in this Lease, the following are specifically excluded from Taxes: (i) excise, corporate, partnership, capital levy, transfer, documentary or similar tax of Lessor, and (ii) federal or state taxes on income, death taxes, franchise taxes, gift, inheritance, estate taxes, or any taxes imposed or measured on or by the income of Lessor unless such tax is lieu of ad valorem taxes on the Premises itself.

(ii) "Tax Year" shall mean each twelve (12) month period established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Premises.

(b) Lessee shall pay to Lessor, as additional rental, all Taxes which shall be due and payable in equal monthly payments, in advance, commencing with the first day of the Lease Term, based upon estimated annual Taxes, but subject to adjustment after the end of each Tax Year on the basis of the actual costs for such. Lessor shall deliver to Lessee a statement reconciling collected taxes against actual taxes within ninety (90) days after the close of each Tax Year. Any necessary adjustment shall be paid by Lessee to Lessor, or a credit to Lessee applied, as appropriate, with the next Rent payment due from Lessee after delivery of such reconciliation statement. Lessor shall have the right to make demand or bill for Taxes after receipt of the tax bills or upon the expiration or sooner termination of this Lease. If the Lease Term shall commence or expire during a Tax Year, Lessee shall be liable only for that portion of the Taxes for such Tax Year represented by a fraction, the numerator of which is the number of days of the Lease Term which fall within said Tax Year and the denominator of which is 365.

(c) Lessee shall be liable for all taxes assessed against and levied upon the trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises. If any such taxes are levied against Lessor or Lessor's property and if Lessor elects to pay the same or if the assessed value of Lessor's property is increased by inclusion of personal property and trade fixtures placed by Lessee in the Premises and Lessor elects to pay the taxes based on such increase (after prior written notice to Lessee), Lessee shall pay to Lessor, upon demand, that part of such taxes for which Lessee is primarily liable hereunder.

(d) Lessee, at Lessee's sole cost and expense, may contest by appropriate legal proceedings (individually, a "Permitted Contest", and any two or more, collectively, "Permitted Contests") the amount, validity or application, in whole or in part, of any real property taxes not otherwise contested by Lessor; provided, however, that (a) Lessee shall give Lessor prior written notice of each such Permitted Contest, (b) Lessee shall first make all contested payments (under protest if it desires) unless such proceeding shall suspend the collection thereof from Lessor, and (c) no part of the Premises or any interest therein or the rent under this Lease, nor the interest of Lessor or its interest in the Property, shall be subjected thereby to fines, penalties, sale, forfeiture, foreclosure or interference as a result of such Permitted Contest. Lessor agrees, at no out-of-pocket cost to Lessor, to cooperate with Lessee in any Permitted Contest. Lessor's right to contest real property taxes shall be superior to Lessee's right provided in this Section 5(d) and Lessee shall withdraw or suspend its contest of real property taxes if Lessor has at any time filed a similar contest.

(e) Lessee further covenants and agrees to maintain at all times during the Lease Term the following insurance policies: (i) commercial general liability insurance with a responsible insurance company, authorized to do business in the state in which the applicable Premises is located and satisfactory to Lessor, properly protecting and indemnifying Lessor in an amount of not less than \$5,000,000.00 for combined single limit per occurrence and general aggregate for bodily injury and property damage (which may be achieved by a combination of primary and excess liability policies), (ii) worker's compensation insurance to the extent required by applicable laws, with a \$1,000,000 employers liability limit for each of the following: each accident, disease policy limit, disease each employee; (iii) automobile liability covering all owned, non-owned and hired vehicles with a \$1,000,000 per accident limit for bodily injury and property damage, and (iv) property insurance causing Lessee's leasehold improvements and business personal property (to include furniture, fixtures, and equipment) to be insured on a replacement cost basis under the broadest available special form of property coverage, sometimes referred to as "all-risk" coverage, with provisions and/or endorsements to include flood, earthquake, mold, terrorism, and business interruption or extra expense insurance to cover twelve (12) months of annual gross revenue, with a maximum deductible of \$50,000.00 and no coinsurance penalty.

(f) Lessee's commercial general liability policy and any excess liability policies shall (i) include Lessor, its property manager, and its mortgagee as an additional insured on a primary, non-contributory basis, (ii) insure on an "occurrence" and not a "claims-made" basis, (iii) provide that it is not cancelable unless thirty (30) days' prior written notice shall have been provided to Lessor (provided that Lessee shall not be in breach of such requirement for notice if a replacement policy providing comparable coverage from a comparable insurer is in place prior to commencement of such 30-day period), (iv) include contractual liability coverage, and (v) include no offset for occurrences on property other than the Premises.

(g) All of the foregoing insurance policies required pursuant to this Section shall be written with companies with the equivalent of an A.M. Best policyholder's rating of at least A-IX and will provide that Lessor shall be given a minimum of thirty (30) days written notice by any such insurance company prior to the cancellation, termination or substantive alteration of the terms or limits of such coverage. Lessee shall furnish Lessor with a certificate or certificates of insurance, covering such insurance so maintained by Lessee, prior to beginning occupancy hereunder, and evidence of all renewals or replacements within ten (10) days after the expiration date of such policies.

(h) Lessor shall procure and maintain during the Lease Term "All-Risk" property insurance (including flood and earthquake if procured by owners of similar properties in the area which the Property is located or if the property is ever rated as a Special Flood Hazard Zone), on replacement cost basis for the full insurable value of the Premises (with no coinsurance provision or with an agreed amount endorsement to prevent the application of coinsurance) and with a commercially reasonable deductible, together with commercial general liability and excess coverage policy of \$5,000,000, and at Lessor's option, pollution liability coverage. Lessor may procure and maintain such other insurance that Lessor deems reasonably appropriate for the Premises, as may be commercially reasonable based on the market standards for comparable industrial buildings. Lessee agrees to pay to Lessor, in equal monthly payments, in advance, upon estimated annual costs, but subject to adjustment after the end of each calendar year on the

basis of the actual costs for such, the premium cost (herein collectively referred to as the "Premiums") for any such insurance during the Lease Term. In addition, in the event that Lessee shall fail to procure or maintain any such insurance policy required of Lessee under this Lease, such failure shall continue for thirty (30) days after receipt of notice from Lessor (or any such shorter reasonable cure period as may be appropriate so that at no time shall any such insurance allowed to lapse), then Lessor shall have the right to procure and maintain such insurance, which costs shall be included within the Premiums paid by Lessee hereunder.

6. REPAIRS AND MAINTENANCE OF PREMISES AND ALTERATIONS.

(a) Lessor shall, at Lessor's sole cost and expense, keep the foundation, the roof, the exterior structural walls, structural portions of load-bearing walls, and structural columns and beams of the Building (except plate glass, windows, doors, door closure devices, window and door frames, molding, locks and hardware) in good repair except that Lessor shall not be required to make any repairs occasioned by any act of negligence or intentional misconduct of Lessee, its agents, employees, sublessee, invitees and licensees (collectively, the "Lessee Party(ies)"). In the event the Building should become in need of repairs required to be made by Lessor hereunder, Lessee must give prompt written notice to Lessor, and Lessor shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Lessee shall be solely responsible for any additional damage that occurs or any additional cost incurred in making such repairs as a result of Lessee's failure to give timely notice to Lessor after Lessee is aware of the need for such repairs, unless the cost of such repairs are recoverable under Lessor's insurance.

(b) Lessee shall, at its own expense, enter into a regularly scheduled preventative maintenance/service contract with a maintenance contractor for servicing all hot water, heating and air conditioning systems and equipment within the Premises. The maintenance contractor and the maintenance contract must be approved by Lessor. The maintenance contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to the Lessor) within thirty (30) days of the date Lessee takes possession of the Premises.

(c) Except for Lessor's responsibilities provided above, Lessee agrees throughout the Lease Term, at Lessee's sole cost and expense, to keep and maintain the Premises and all fixtures and equipment therein, including all plumbing, heating, air-conditioning, electrical, gas, water, sewage and like fixtures and equipment serving the Premises, and also including the Premises window glass, loading docks, exterior steps, doors, door frames, locks and hardware, interior ceilings, walls, and floors, as well as signs on the outside of the Premises, in good repair, order condition, making all repairs and replacements thereto as may be required; all repairs and replacements to be of the same or better quality, design and class as the original work and equipment. If any repairs required to be made by Lessee hereunder are not commenced within (10) days after written notice delivered to Lessee by Lessor, and completed within a reasonable time thereafter, Lessor may at its option make such repairs without liability to Lessee for loss or damage which may result to its equipment, fixtures, inventory or business by reason of such repairs, and Lessee shall pay to Lessor upon demand as additional rent hereunder the cost of such repairs, together with interest at the rate of 12% per annum (the "Default Rate") from the date of payment by Lessor until repaid by Lessee, unless the cost of such repairs are recoverable under

Lessor's insurance. At the expiration of this Lease, Lessee shall surrender the Premises in good broom-clean condition, reasonable wear and tear and loss by fire or other casualty not caused by any Lessee Parties excepted, and in compliance with the terms of Exhibit "C" attached hereto. Without limiting the generality of the foregoing, Lessee agrees that it shall repair all damage may be caused to the Premises by the removal of Lessee's property; moreover, Lessee shall all of Lessee's signage and repair all damage caused by the installation, operation or removal of same. Any of Lessee's property not removed by Lessee from the Premises by the expiration of Lease shall be deemed abandoned and Lessor may, upon ten (10) days' notice to Lessee, dispose or remove such property, at its sole election, without any liability whatsoever to Lessee for damages therefor.

(d) Notwithstanding subparagraphs (b) and (c) above, Lessee shall have the benefits of all warranties of any fixtures or equipment installed in the Building in common with Lessor.

(e) Lessee shall not make any alterations, additions, repairs, improvements, or installations to the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned; however, Lessor may withhold its consent in its sole discretion to any alteration or addition that would materially or adversely affect the Building's structure, flooring or roof or the Building's HVAC, plumbing, electrical or mechanical systems. Notwithstanding the foregoing, Lessee may make non-structural alterations to the Premises (the "Permitted Alterations"), without Lessor's consent (but otherwise subject to compliance with the relevant provisions of this Lease concerning the construction of alterations), provided that the cost of any such alteration does not exceed \$25,000 for any single alteration and \$100,000 in the aggregate for all alterations in any twelve (12) month period, and further provided that such alterations do not (i) require any structural modifications to the Premises or the Building, (ii) require any material changes to, nor adversely affect, the systems and equipment of the Building, (iii) affect the exterior appearance of the Building or (iv) trigger any legal requirement which would require Lessor to make any alteration or improvement to the Premises. Lessee shall give Lessor at least ten (10) days' prior notice of such Permitted Alterations, which notice shall be accompanied by reasonably adequate evidence that such changes meet the foregoing criteria. All alterations, additions, repairs, improvements, installations, equipment and fixtures, by whomever installed or erected (except such business trade fixtures, equipment, personal property and racking belonging to Lessee as can be removed without damage to or leaving incomplete the Premises or Building) shall at Lessor's option remain upon and be surrendered with the Premises and become the property of Lessor at the termination of this Lease, or be removed by Lessee. Any linoleum, carpeting or other floor covering that is cemented, nailed or otherwise affixed to the floor of the Premises shall become the property of Lessor without credit or compensation to Lessee.

(f) In no event shall Lessee or any of its employees, affiliates agents, subtenants, concessionaires, contractors, consultants, visitors or invitees of any kind, access or go upon the roof of the Building or cause or permit any penetration of such roof without the express prior written consent of Lessor and subject to a license agreement in form satisfactory to Lessor, each Lessor's sole and absolute discretion. If Lessee demonstrates to Lessor's satisfaction (in sole and absolute discretion) both an actual need to use the roof and adequate procedures and safeguards to assure that no damage is done to the roof(s), all roof warranties are preserved in and also agrees to execute a license agreement in form satisfactory to Lessor (in Lessor's sole and

absolute discretion), then Lessor may grant Lessee access to the roof(s) solely for such purpose, in Lessor's sole and absolute discretion.

(g) Subject to approval of Lessor as provided above, all construction work done by Lessee within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such a manner as to cause a minimum of interference with other construction in progress in the Building. Lessee shall submit plans and specifications to Lessor with Lessee's request for approval, if required, and shall reimburse Lessor for all reasonable costs which Lessor may actually incur in connection with granting approval to Lessee for any such work. Lessee shall provide Lessor with a set of "as-built" drawings for any such work requiring Lessor's approval hereunder. Lessee agrees to indemnify and defend Lessor and hold Lessor harmless against any loss, liability or damage resulting from such work, but only to the extent that such loss, liability, or damage was not caused by Lessor or its agents or affiliates (collectively, "Lessor Parties"), and Lessee shall, if requested by Lessor, furnish a bond or other security satisfactory to Lessor against any such loss, liability or damage.

(h) Lessee shall not suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or to exist against the Building or Lessee's interest in the Premises by reason of work, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part thereof through or under Lessee, and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer or materialmen for the performance of any labor or the furnishing of any materials for any improvement, alterations or repairs of or to the Premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Premises. If any such lien should, at any time, be filed, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing of the same. If Lessee shall fail to discharge such lien within such time period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid by Lessor for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Lessor, and all reasonable expenses actually incurred by Lessor in defending any such action or in procuring the discharge of any such lien, shall be deemed additional rent hereunder and shall be repaid by Lessee to Lessor on demand.

(i) Lessor hereby acknowledges that a large portion of Lessee's business is the warehousing and distribution of corrugated products. Lessee's product cannot be exposed to either through wet floors or leaking roofs. Accordingly, Lessee will immediately notify Lessor writing (which such notice may be made by email pursuant to Section 26 below) of any repair needs in the warehouse with regard to water infiltration. Lessor will provide Lessee with contact information for Lessor's roof repair vendor (the "Roof Vendor"). If Lessor does not respond to Lessee within twenty-four hours of Lessee's written notice of the roof repair request, then Lessor shall not be in default hereof and Lessee shall, as its sole and exclusive remedy, have the right to directly contact the Roof Vendor to make the necessary emergency repairs and all such costs incurred by the Roof Vendor in making such emergency repairs shall be paid by Lessor, unless such costs would have been included in Operating Expenses pursuant to Section 8 below. Lessor

shall have no responsibility or liability for any damage to Lessee's products as a result of a wet floor or leaking roofs, and Lessee shall adequately insure against such risk and hereby releases Lessor from any and all liabilities with respect to its damaged products.

7. **ACCEPTANCE OF PREMISES.** Lessee hereby acknowledges that Lessee has been in occupancy of the Premises prior to the date when Lessor acquired title to the Premises, and the Lessor would not have agreed to purchase the Premises if Lessee had not been willing to unconditionally accept the existing condition of the Premises. THE PREMISES ARE LEASED "AS IS", WITH LESSEE ACCEPTING ALL DEFECTS, IF ANY; AND LESSOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES (WITHOUT LIMITATION, LESSOR MAKES NO WARRANTY AS TO THE HABITABILITY, FITNESS OR SUITABILITY OF THE PREMISES FOR A PARTICULAR PURPOSE, NOR AS TO COMPLIANCE WITH ANY LAWS, RULES OR REGULATIONS, NOR AS TO THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS DEFINED BELOW) OR COMPLIANCE BY THE PREMISES WITH ANY ENVIRONMENTAL LAWS (AS DEFINED BELOW). Lessee acknowledges that it has been in occupancy of the Premises, has been given the opportunity to inspect the Premises and to have qualified experts inspect the Premises prior to the execution of this Lease.

8. **OPERATING EXPENSES OF PREMISES.**

(a) Lessor shall be responsible for the operation, management, and maintenance of the roof, structure elements, foundation and exterior walls (and all costs and expenses of maintaining, repairing and replacing the roof, structure elements, foundation and exterior walls), parking areas, sidewalks, driveways, truckways, loading areas, curbs, underground drainage, surface drainage, swales, detention ponds and landscaped areas of the Land which are outside of the Building, the manner and the expenditures thereof to be in the sole discretion of Lessor, subject to the terms of this Lease. The costs incurred by Lessor in fulfilling its responsibilities under this Section 8(a) shall be at Lessee's expense, if included in the definition of Operating Expenses, and shall be at Lessor's expense if not otherwise included in the definition of Operating Expenses.

(b) Lessee shall pay as additional rent hereunder all Operating Expenses, as defined below, pursuant to the terms hereof.

(c) "Operating Expenses" shall mean any and all reasonable costs and expenses paid or actually incurred by Lessor in connection with the management, operation, maintenance and repair of the Premises and the Building, including, without limitation:

(i) the cost of electricity, gas, water, sewer service, and other systems and utilities serving the Premises and the Building and the cost of supplies and equipment and maintenance and service contracts in connection therewith;

(ii) the cost of repairs, replacements, maintenance, snow and storm debris removal and cleaning, including, without limitation, the cost of janitorial and other service agreements and trash removal with respect to the Premises;

(iii) the cost of all repairs and maintenance associated with the landscaped areas, surface parking areas and truck courts of the Premises, including, without limitation, the

cost of associated roof maintenance and the cost of resurfacing and restriping parking areas and roadways;

(iv) the cost of fire, extended coverage, boiler, sprinkler, apparatus, public liability, property damage, rent, earthquake and other insurance as Lessor is required to maintain with respect to this Lease;

(v) an annual management fee not to exceed 3% of base rental.

(vi) actual reasonable fees, charges and other costs, including, without limitation, consulting fees, attorneys' fees and accounting fees of all contractors engaged by Lessor in connection with the operation, maintenance or repair of the Building; provided, however, that if such costs are not incurred in connection with the Premises solely, Lessor shall allocate only the pro rata portion of such costs, reasonably allocable to the Premises as reasonable determined by Lessor in good faith;

(vii) the reasonable cost of any capital improvements made to the Building or the Premises after the date of this Lease which reduce Operating Expenses or are required by law (amortized over the useful life in accordance with generally accepted accounting principles consistently applied, "GAAP"); provided, however, the portion of the annual amortized costs to be included in any calendar year with respect to a capital improvement which is intended to reduce Operating Expenses shall equal the lesser of: (i) such annual amortized costs; and (ii) the projected annual amortized reduction in expenses for that portion of the amortization period of the capital improvement which falls within the Lease Term (based on the total cost savings for such period, as reasonably estimated by Lessor);

(viii) the cost of supplies, materials and equipment used in the management, operation, maintenance and repair of the Premises, including, without limitation, any rental fees for any such supplies, materials and equipment; provided, however, that if such costs are not incurred in connection with the Premises solely, Lessor shall allocate only the pro rata portion of such costs, reasonably allocable to the Premises as reasonable determined by Lessor in good faith;

(ix) reasonable and market standard fees, costs and disbursements actually incurred in connection with proceedings to contest, determine, or reduce Operating Expenses or Taxes;

(x) the cost to periodically paint the exterior of the Building;

(xi) any assessments or charges arising under the private covenants affecting the business park of which the Premises are a part, provided that Lessee is not liable for any additional costs incurred due to Lessor default under the private covenants affecting the business park of which the Premises are a part ; and

(d) "Operating Expenses" shall not include:

(i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with proposals, negotiations, or with lessees or other occupants or prospective lessees or other occupants, or associated with the

enforcement of any leases or the defense of Lessor's title to or interest in the Project or any part thereof;

(ii) except as specifically provided in this Lease with regard to amortization of capital improvement costs, interest on debt or amortization payments on any mortgages or deeds of trust or any other borrowings of Lessor;

(iii) except as provided in this Lease with regard to capital expenditures, any other expense that under GAAP would not be considered a maintenance or operating expense;

(iv) salaries, benefits or other compensation paid to leasing agents, promotional directors, officers, directors and executives of Lessor above the rank of building managers, or not involved in the day-to-day operations or management of the Premises (except for reasonable out-of-pocket expenses of such persons related to the Premises);

(v) all contributions to any organizations, whether political or charitable;

(vi) interest or penalties for late payments;

(vii) any cost or expenditure for which Lessor is reimbursed, whether by insurance proceeds, warranties, service contracts or otherwise, except through rent adjustment or other tax or operating expense pass-through provisions;

(viii) depreciation;

(ix) expenses in connection with services or other benefits of a type which are not provided to Lessee but are provided to another Lessee or occupant;

(x) deductible payments for insurance Lessor is required to maintain with respect to this Lease in excess of reasonable deductibles not to exceed one percent (1%) of replacement cost for the perils of Wind and Hail and not to exceed \$100,000 for all other perils;

(xi) the cost of maintaining, repairing and replacing the (i) foundation, (ii) structural elements and (iii) exterior walls of the Building (other than painting of the exterior walls of the Building which shall be included in Operating Expenses); and

(xii) any costs associated with roof replacement.

(e) Commencing with calendar year 2017 and each calendar year during the Lease Term thereafter, for purposes of calculating Lessee's proportionate share of Operating Expenses any such calendar year during the Lease Term (for purposes of this Section, the "Remaining Term"), the maximum amount of Controllable Operating Expenses (as defined below) included Operating Expenses for any calendar year from and after 2017 during the Remaining Term shall limited to the actual amount of Controllable Operating Expenses paid or incurred by Lessor commencing in calendar year 2016, together with any increases paid or incurred by Lessor in the applicable calendar year from and after 2017; however, Lessee's obligation to pay Controllable Operating Expenses shall not increase by more than five percent (5%) per annum, on a compounded annually basis, over the previous calendar year's Controllable Operating Expenses.

Lessee shall remain fully liable in each year for the whole amount of Lessee's Proportionate Share of Operating Expenses which is not Controllable Operating Expenses. For purposes of this Section, "Controllable Operating Expenses" shall mean all Operating Expenses except utility costs, security, taxes, insurance premiums, and the cost of snow, ice or storm debris removal.

(f) Lessee shall pay to Lessor an "Estimated Annual Operating Expense Charge" payable in equal monthly payments in advance, commencing with the first day of the Lease Term, based upon the estimated annual Operating Expenses, but subject to adjustment after the end of each calendar year on the basis of the actual costs for such year. Within ninety (90) days after the close of each calendar year, Lessor will furnish to Lessee a detailed statement of Operating Expenses for such year, such statement to be prepared in accordance with generally accepted accounting practices, and including copies of invoices for any items in excess of \$5,000 and copies of insurance premium statements (if available). Any necessary adjustment shall be made within fifteen (15) days after delivery of such statement.

(g) Provided Lessee is not in monetary default hereunder, after receiving for any year during the Lease Term a detailed statement of Operating Expenses as provided above in this Section or a statement of Taxes or notice of Premiums as provided in Section 5 and after giving Lessor thirty (30) days' prior written notice thereof, Lessee may inspect or audit Lessor's records relating to Operating Expenses, Taxes and Premiums for the period of time covered by any such statement or notice in accordance with the following provisions. If Lessee fails to object to the calculation of Operating Expenses, Taxes and/or Premiums on such a statement or notice within sixty (60) days after the statement or notice has been delivered to Lessee, then Lessee shall have waived its right to object to the calculation of Operating Expenses, Taxes and Premiums for the year in question and the calculation of Operating Expenses, Taxes and Premiums, as the case may be, set forth on such statement or notice shall be final. Lessee's audit or inspection shall be conducted where Lessor maintains its books and records, shall not unreasonably interfere with the conduct of Lessor's business, and shall be conducted only during business hours reasonably designated by Lessor. Lessee shall pay the cost of such audit or inspection unless the total Operating Expenses, Taxes and/or Premiums for the period in question is determined to be in error and overstated by more than five percent (5%) in the aggregate, in which case Lessor shall pay the reasonable audit cost. Lessee may not conduct an inspection or have an audit performed more than once during any calendar year. If such inspection or audit reveals that an error was made in the Operating Expenses, Taxes and/or Premiums previously charged to Lessee, then Lessor shall refund to Lessee any overpayment of any such costs, or Lessee shall pay to Lessor any underpayment of any such costs, as the case may be, within 30 days after notification thereof. Lessee shall maintain the results of each such audit or inspection confidential and shall not be permitted to use any third party to perform such audit or inspection, other than an independent firm of certified public accountants (i) which is reasonably acceptable to Lessor, (ii) which is not compensated on a contingency fee basis or in any other manner which is dependent upon the results of such audit or inspection (and Lessee shall deliver the fee agreement or other similar evidence of such fee arrangement to Lessor upon request), and (iii) which agrees with Lessor in writing to maintain the results of such audit or inspection confidential.

(h) Lessor reserves the right to stop the supply of water, sewage, electrical current other services, without incurring any liability to Lessee, where necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements in the judgment of Lessor

desirable or necessary, or when prevented from supplying such services by strikes, lockouts, difficulty of obtaining materials, accidents or any other cause beyond Lessor's control, or by orders or ability by exercise of reasonable diligence to obtain electricity, water, steam, coal, oil or other suitable fuel or power. However, in the case of repairs, alterations, replacements or improvements which are under Lessor's control, Lessor agrees to give Lessee reasonable notice repairs, alterations, replacements or improvements. Lessor shall use reasonable efforts to restore any service required of it that becomes unavailable. Notwithstanding any to the contrary above, Lessor willfully and intentionally, or through its gross negligence, stops the supply of water, sewage, or electrical current to the Premises for more than five (5) consecutive days, and such stoppage continues for two (2) days after Lessee gives Lessor written notice thereof (following expiration of such five (5) day cessation period), Lessee shall have the right to exercise self-help restore the service in question (so long as Lessor is not otherwise diligently pursuing the restoration of such service), and the reasonably out of pocket costs to Lessee in restoring such services shall be reimbursed by Lessor upon not less than thirty (30) days written notice.

9. UTILITIES AND SERVICES. Lessee shall pay for all gas, electricity, fuel, water, sewer, telephone, cable and any other utilities for the Premises, or used by Lessee in connection therewith. If Lessee does not pay said utilities, Lessor may pay the same and such payment shall be deemed additional rent payable by Lessee upon demand by Lessor. Lessee shall be responsible for providing its own trash dumpster and dumpster service. Lessee's debris shall be of such volume as to not overburden Lessee's trash dumpster. Lessee shall keep its trash dumpster area in a clean condition.

10. USE OF PREMISES. The Premises shall be used only for the purpose of receiving, fulfillment, storing, shipping, packaging, re-packaging, design, and selling of products (at wholesale only), materials and merchandise made and/or distributed by Lessee, general office, and for such other lawful purposes as may be incidental thereto and approved by Lessor. Lessee shall, at its sole cost and expense (i) obtain any and all licenses and permits necessary for any such use and (ii) comply with all governmental laws, ordinances, regulations, orders and directives applicable to the use or misuse of the Premises. Lessee shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable; or permit the Premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous than as stated above. The Premises shall not be used for any illegal purposes, in violation of any regulation of any governmental body or in any manner to create any nuisance.

11. DAMAGE BY CASUALTY.

(a) If the Building is damaged by fire or other casualty (a "Casualty"), Lessor shall, within forty-five (45) days after such Casualty, deliver to Lessee a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

(b) If the damage to the Building located upon the Premises resulting from a Casualty exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated Lessor, and the damage caused thereby cannot be repaired within 360 days after the commencement of repairs (the "Repair Period"), then Lessee or Lessor may terminate this Lease

by delivering written notice to the other party of its election to terminate within 30 days after the Damage Notice has been delivered to Lessee.

(c) If (i) Lessor estimates that the damage to the Building resulting from a Casualty cannot be repaired within the Repair Period, (ii) regardless of the extent of damage to the Premises, the damage is not fully covered by Lessor's insurance policies or Lessor makes a good faith determination that restoring the Premises would be uneconomical, or (iii) Lessor is required to pay any insurance proceeds arising out of the Casualty to a holder of a lien granted by Lessor against the Premises, then Lessor may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Lessee.

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

(e) If the Building is damaged by Casualty, base rental and additional rental for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Lessor's repairs (or until the date of termination of this Lease by Lessor or Lessee as provided above, as the case may be), unless Lessee caused such damage, in which case Lessee shall continue to pay rent without abatement.

12. INDEMNITY AND PUBLIC LIABILITY.

(a) Lessee covenants at all times to indemnify, defend, and hold Lessor harmless all loss, liability, cost, or damages that occur or are claimed with respect to any person or corporation, property, or chattels on or about the Premises or to the Building resulting from any done or omission by or through Lessee or any of the Lessee Parties by reason of Lessee's use or occupancy or resulting from Lessee's nonuse, or possession of said Premises and any or all loss, cost, liability, or expense resulting therefrom, excluding, however any loss, liability, cost or damage resulting from, in whole or in part, the negligence or intentional misconduct of Lessor, agents, employees or contractors. Except to the extent caused by the negligence or intentional misconduct of Lessor or breach of Lessor's obligations hereunder, neither Lessor nor Lessor Parties shall be liable for and Lessee waives any claims against Lessor and Lessor Parties for injury or damage to the person or the property of Lessee, Lessee Parties, customers or any other

person in or about the Premises from any cause whatsoever, including, but not limited to, or injury which is caused by or results from (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, heating, ventilating, air conditioning or lighting fixtures or (ii) from the condition of Premises. Lessor shall under no circumstances be liable for any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, or similar matters, for any punitive or consequential damages.

(b) Lessor shall protect, defend, indemnify and hold harmless Lessee from and against any and all loss, cost, liability, or expense resulting therefrom, to the extent arising out of or relating to any gross negligence or intentional misconduct of Lessor relating directly to its failure to comply with its obligations under the Lease upon not less than thirty (30) days prior written notice from Lessee, or such additional time as Lessor may need, with reasonable diligence, to cure the alleged breach of its obligations hereunder.

13. GOVERNMENTAL ORDERS. Lessee agrees, at its own expense, to promptly comply with all requirements of any legally constituted public or governmental authority made necessary by reason of Lessee's occupancy or use of the Premises. Lessor agrees to promptly comply with any such requirements solely and to the extent not made necessary by reason of Lessee's acts, use or occupancy of the Premises.

14. ENVIRONMENTAL MATTERS.

(a) For purposes of this Section:

(i) "Contamination" as used herein means the uncontained or uncontrollable presence of or release of Hazardous Substances into any environmental media and into or on the Premises, or any portion thereof, so as to require remediation, cleanup or investigation under any applicable Environmental Laws.

(ii) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances, and the like concerning protection of human health and/or the environment.

(iii) "Hazardous Substances" as used herein means any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. sec. ["CERCLA"] and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. sec. ["RCRA"]) and petroleum products and oil.

(b) Lessee represents and warrants that all its activities at the Premises during the Lease Term (and during its occupancy of the Premises prior to the Lease Term) have been or will be conducted in compliance with all applicable Environmental Laws. Lessee, at Lessee's sole and expense, shall be responsible for obtaining all permits or licenses or approvals under Environmental Laws necessary for Lessee's operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Lessee, at Lessee's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable

Environmental Laws. Lessee warrants that it has obtained all such permits, licenses or approvals and made all such notifications and registrations required by any applicable Environmental Laws necessary for Lessee's operation of its business on the Premises.

(c) Lessee has not caused or permitted, and shall not cause or permit any Hazardous Substances (other than normal quantities of Hazardous Substances for cleaning and maintenance used, stored, and disposed of in compliance with all Environmental Laws) to be brought upon, kept or used in or about the Premises without the prior written consent of Lessor, which consent may be granted or denied in Lessor's discretion, which may be granted, conditioned, or denied.

(d) In the event Lessor shall grant its consent as described in subsection (c) above, Lessee shall not cause or permit the release of any Hazardous Substances into any environmental media such as air, water or land, or into or on the Premises. If such release shall occur, Lessee shall immediately (i) take all necessary steps to contain, control and clean up such release and any associated Contamination, to Lessor's satisfaction, (ii) immediately notify Lessor in writing thereof, and (iii) take any and all other action which may be required by Environmental Laws, governmental agencies, and/or Lessor.

(e) Regardless of any consents granted by Lessor pursuant to subsection (c) allowing Hazardous Substances upon the Premises, Lessee shall under no circumstances whatsoever (i) treat, store or dispose of any Hazardous Waste (as all such terms are defined by RCRA, and the regulations promulgated thereunder) within the Premises; (ii) discharge Hazardous Substances into the storm sewer system serving the Premises; or (iii) install any underground storage tank or underground piping on or under the Premises.

(f) Lessee shall and hereby does indemnify and defend Lessor and hold Lessor harmless from and against any and all expense, loss, and liability suffered by Lessor (with the exception of those expenses, losses, and liabilities arising from Lessor's own negligence or intentional act), by reason of (i) any condition, use, or occupancy existing on the Premises prior to the date of this Lease caused by Lessee or (ii) Lessee's improper storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of Lessee's breach of any of the provisions of this Section. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that Lessor may incur to comply with any Environmental Laws as a result of Lessee's failure to comply therewith; (ii) any and all costs that Lessor may incur in studying or remedying any Contamination at or arising from the Premises; (iii) any and all costs that Lessor may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Lessor by reason of Lessee's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Lessor in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

Lessor shall and hereby does indemnify and defend Lessee and hold Lessee harmless from and against any and all expense, loss, and liability suffered by Lessee (with the exception of those expenses, losses, and liabilities arising from (i) any condition, use, or occupancy existing on the Premises prior to the date of this Lease or (ii) Lessee's own or intentional act), by reason of Lessor's improper storage, generation, handling, treatment,

transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of Lessor's breach of any the provisions of this Section. Such expenses, losses and liabilities shall include, without limitation, (i) any and all expenses that Lessee may incur to comply with any Environmental as a result of Lessor's failure to comply therewith; (ii) any and all costs that Lessee may incur in studying or remedying any Contamination at or arising from the Premises; (iii) any and all costs that Lessee may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Lessee by reason of Lessor's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Lessee in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

(g) Lessor shall have the right, but not the obligation, to enter the Premises at reasonable times and upon prior reasonable notice throughout the Lease Term to audit and inspect the Premises for Lessee's compliance with this Section.

15. EMINENT DOMAIN. If the entire Premises shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Lease Term shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Lessee shall have no claim against Lessor for the value of the unexpired Lease Term. If (i) any material portion of the Building shall be taken or (ii) if access to the Premises shall be materially and adversely affected by a taking (and cannot otherwise be restored or relocated in a manner which does not unreasonably impact Lessee's operations at the Premises), by any competent authority under the power of eminent domain or will be acquired for any public or quasi-public use or purpose, or if Lessor is required to pay any of the proceeds from such a taking or acquisition to the holder of a lien granted by Lessor against the Premises, either party shall have the right to cancel this Lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. If neither party terminates this Lease pursuant to its right set forth above, then this Lease will continue, but if any portion of the building on the Premises has been taken, base rental and additional rental shall be abated on a reasonable basis as to that portion of the building on the Premises rendered untenable by the taking or acquisition. No money or other consideration shall be payable by Lessor to Lessee for the right of cancellation and Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude an award being made to Lessee by the condemning authority for loss of business or depreciation to and cost of removal of equipment or fixtures, provided that any such award to Lessee does not diminish or replace in any way the award payable to Lessor hereunder.

16. ASSIGNMENT AND SUBLETTING.

(a) Lessee shall not, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, assign, transfer, or encumber this Lease or any estate or interest herein, whether directly, indirectly, or by operation of law, permit any other entity to become Lessee hereunder by merger, consolidation, or other reorganization, sublet any

portion of the Premises, grant any license, concession, or other right of occupancy of any portion of the Premises, or permit the use of the Premises by any parties other than Lessee (any of the events listed above being a "Transfer"). Consent to any Transfer shall not destroy or waive this provision, and all later Transfers shall be made likewise only on the prior written consent of Lessor. Without limitation, it is agreed that Lessor's consent shall not be considered withheld if: (1) the proposed transferee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige; (2) the proposed transferee is a governmental agency; (3) Lessee is in default beyond any applicable notice and cure period; or any portion of the Building or the Premises would likely become subject to additional or laws as a consequence of the proposed Transfer. Any attempted Transfer in violation of this Section shall, exercisable in Lessor's sole and absolute discretion, be voidable. Consent by to one or more Transfer(s) shall not operate as a waiver of Lessor's rights to approve any subsequent Transfer(s). In no event shall any Transfer release or relieve Lessee from any obligation under this Lease or any liability hereunder. Any assignee of Lessee, at the option of Lessor, shall become directly liable to Lessor for all obligations of Lessee hereunder, but no Transfer by Lessee shall relieve Lessee of any liability hereunder.

(b) If Lessee requests Lessor's consent to a Transfer, then, at least 15 business days prior to the effective date of the proposed Transfer, Lessee shall provide Lessor 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; 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 Lessor to determine the proposed transferee's creditworthiness and character. Concurrently with Lessee's notice of any request for consent to a Transfer, Lessee shall pay to Lessor an administrative fee of \$500, and Lessee shall reimburse Lessor for Lessor's reasonable attorneys' fees actually incurred in connection with considering any request for consent to a Transfer.

(c) Notwithstanding anything herein to the contrary, Lessee may (i) provide space within the Premises (not to exceed fifty percent (50%) of the rentable square feet in the to Lessee's customers and suppliers for storage or fulfillment of their products, provided (w) storage/fulfillment otherwise complies with the terms of the Lease, (x) Lessee remains liable for any breach of this Lease, expense, loss, or liability arising out of such use by customers and/or suppliers, (y) the use is permitted by Section 10 hereof and reasonably consistent with the then current uses in the Premises, and (z) Lessor is notified of same in advance and provided evidence of insurance as applicable, and (ii), Lessee may assign its entire interest under this Lease or the Premises to any entity controlling or controlled by or under common control with Lessee, or any successor to Lessee by purchase, merger, consolidation or reorganization (hereinafter, collectively, referred to as "Permitted Transfer") without the consent of Lessor, provided: (1) Lessee is not in default under this Lease beyond applicable notice and cure periods; (2) if such proposed transferee is a successor to Lessee by purchase, said proposed transferee shall acquire or substantially all of the stock or assets of Lessee's business or, if such proposed transferee is a successor to Lessee by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Lessee; (3) such proposed transferee shall have a net worth which is at least equal to the greater of (i) Lessee's net worth at the date this Lease or (ii) Lessee's net worth as of the day prior to the proposed purchase, merger,

consolidation or reorganization as evidenced to Lessor's reasonable satisfaction; (4) such proposed transferee operates the business in the Premises for the permitted uses and no other purpose; and (5) Lessee shall give Lessor written notice at least 15 days prior to the effective of the proposed purchase, merger, consolidation or reorganization.

(d) Lessee shall pay to Lessor, immediately upon receipt thereof, fifty percent (50%) of the excess of all sublease or assignment rent received by Lessee for a sublease or assignment less the costs reasonably incurred by Lessee with unaffiliated third parties in connection with such sublease (i.e., brokerage commissions, tenant finish work, moving allowance and the like) over the rent allocable to the portion of the Premises covered thereby. For purposes hereof, "assignment rent" shall not include any compensation or other value received by Lessee in connection with a Permitted Transfer under Section 16(c)(ii) above.

(e) Lessor may assign its rights hereunder to any entity which owns the Premises and is owned by Lessor, commonly owned with Lessor, of which Lessor or its shareholders is a member, owner, shareholder or partner, or to any entity which shall engage Lessor as the exclusive developer of the Premises. In the event of a sale or transfer of Lessor's interest in the Premises (except in connection with financing obtained by Lessor), Lessor shall transfer and assign to such purchaser or transferee all of Lessor's rights and interests under this Lease. Lessor shall be released from all liability and obligations hereunder arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or transfer. Provided Lessee receives a reasonably acceptable non-disturbance agreement from any successor, assign, mortgagee or ground lessor of Lessor, Lessee agrees to attorn to any successor, assign, mortgagee or ground lessor of Lessor.

17. DEFAULT.

(a) The following events shall be deemed a breach and default hereunder by Lessee:

- (i) Lessee shall fail to pay any rent herein reserved on the date when due, and shall fail to cure default within ten (10) days after written notice thereof from Lessor (provided Lessor shall not be required to give such notice more than one time in any twelve-month period, and after any notice in a calendar year Lessee shall be deemed to be in default without the giving of such notice);
- (ii) Lessee shall be in default in performing any of the terms or provisions of this Lease other than provision requiring the payment of rent, and shall fail to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor (or, in the event that such default cannot be cured within said 30-day period, that Lessee shall fail (A) to diligently commence to cure such default within said 30-day period or (B) to cure such default within sixty (60) days the date of receipt of written notice of default from Lessor);
- (iii) Lessee is adjudicated bankrupt insolvent;
- (iv) a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such
- (v) whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred;
- (vi) Lessee makes an assignment for benefit of creditors;
- (vii) Lessee's effects should be levied upon or attached under process against Lessee, and such is not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; and
- (viii) this Lease shall be Transferred in violation of the provisions contained in Section 16 (for which no cure period shall apply).

(b) Upon the occurrence of any such events of default, then in addition to the remedies available to Lessor under the other provisions of this Lease and all applicable laws, Lessor shall also have the option to pursue any one or more of the following remedies without any notice or demand whatsoever. Lessor's election of any one remedy under this Section 17(b) shall in no way prejudice Lessor's right at any time thereafter to exercise any other remedy.

(i) **Rent and Penalties.** Lessee shall be obligated pay to Lessor all unpaid Rent and to reimburse Lessor for the direct and actual damages suffered by Lessor as a result of the event of default, plus interest on such amounts at the maximum contractual rate which could legally be charged in the event of a loan of such amounts to Lessee (but in no event to exceed 12% per annum), such interest to accrue continuously on any unpaid balance due to Lessor by Lessee during the period commencing with the Rent due date and terminating with the date on which Lessee makes full payment of all amounts owing to Lessor at the time of said payment; and Lessor may pursue a monetary recovery from Lessee. The foregoing limitation on direct and actual damages incurred by Lessor shall only apply as to the rent payable hereunder by Lessee and shall not otherwise limit Lessee's liability for its other obligations hereunder, including, without limitation, liabilities related to Lessee's indemnification obligations hereunder.

(ii) **Lessee Liens.** Lessor may take any one or more of the actions permissible at law to insure performance by Lessee of Lessee's covenants and obligations under this Lease. It is agreed that in the event failure of Lessee to timely bond over a lien as provided in Section 6(f) of this Lease, Lessor may pay or bond around such lien, whether or not contested by Lessee; and in such event Lessee agrees to reimburse Lessor on demand for all costs and expenses incurred in connection with any such action, with Lessee further agreeing that Lessor shall in no event be liable for any damages or claims resulting from such action.

(iii) **Lessor's Re-Entry Without Termination.** Lessor may enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part of the Premises, but not by use of force, without being liable for prosecution or any claim for damages for such action. Such expulsion and removal by Lessor cannot be deemed a termination or forfeiture of this Lease or acceptance of Lessee's surrender of the Premises unless Lessor expressly notifies Lessee in writing that Lessor is terminating or forfeiting this Lease or accepting Lessee's surrender of the Premises. If Lessor expels or removes Lessee and any other person from the Premises without terminating or forfeiting this Lease or accepting surrender of the Premises, Lessor shall attempt in good faith to relet the Premises; provided, however, that Lessor's obligations as to reletting activities shall be subject to Section 17(b)(iv) below. Until Lessor is able, through such efforts, to relet the Premises, Lessee must pay to Lessor, on or before the first day of each calendar month, in advance, the monthly Rent and other charges provided in this Lease. At such time, if any, as Lessor relets the Premises, Lessee must pay to Lessor on the twentieth (20th) day of each calendar month the difference between the monthly Rent and other charges provided in this Lease for such calendar month and the amount actually collected by Lessor for such month from the occupant to whom Lessor has relet the Premises. If it is necessary for Lessor to bring suit in order to collect any deficiency, Lessor has the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit cannot prejudice in any way the right of Lessor to bring a similar action for any subsequent deficiency or deficiencies.

(iv) **Lessor's Right to Terminate.** Lessor may terminate this Lease by written notice to Lessee, in which event Lessor shall have the right to enter upon the Premises, and Lessee shall immediately surrender the Premises to Lessor; and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which Lessor may have for possession or arrearages in Rent (including any late charge or interest which may have accrued pursuant to Section 3(c) or any other provision of this Lease), enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying the Premises or any part thereof, but not by use of force, without being liable for prosecution or any claim for damages therefor. In addition, Lessee agrees to pay to Lessor on demand the amount of all damage which Lessor may suffer by reason of any termination effected pursuant to this subsection (iv), said loss and damage to be determined by either of the following alternative measures of damages:

a. Until Lessor is able, through commercially reasonable efforts, to relet the Premises under terms satisfactory to Lessor, Lessee shall pay to Lessor on or before the first (1st) day of each calendar month, the monthly Rent and other charges provided in this Lease. If and after the Premises has been relet by Lessor, Lessee shall pay to Lessor on the twentieth (20th) day of each calendar month the difference between the monthly Rent and other charges provided in this Lease for such calendar month and that are actually collected by Lessor for such month. If it is necessary for Lessor to bring suit in order to collect any deficiency, Lessor shall have a right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for any subsequent deficiency or deficiencies. Any amount collected by Lessor from subsequent Lessees for any calendar month in excess of the monthly Rent and other charges provided in this Lease, shall be credited to Lessee in reduction of Lessee's liability for any calendar month for which the amount collected by Lessor will be less than the monthly Rent and other charges provided in this Lease; but Lessee shall have no right to such excess other than the above-described credit.

b. When Lessor desires, Lessor may demand a final settlement. Upon demand for a final settlement, Lessor shall have a right to, and Lessee hereby agrees to pay, the difference between the total of all monthly Rent and other charges provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for such period, such difference to be 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" less 1%.

(v) **Lessor's Right to Perform.** Except as specifically provided otherwise in this Lease, all covenants and agreements by Lessee under this Lease shall be performed by Lessee at Lessee's sole cost and expense and without any abatement or offset of Rent. In the event of any default by Lessee, Lessor may, without waiving or releasing Lessee from any of Lessee's obligations, make such payment or perform such other act as required to cure such default on behalf of Lessee. All sums so paid by Lessor and all necessary incidental costs incurred by Lessor in performing such other acts shall be payable by Lessee to Lessor within five (5) days after demand therefor as Additional Rent.

(vi) **Security Deposit.** Lessor may apply Lessee's Security Deposit to the extent necessary to make good any rent arrearage, to pay the cost of remedying Lessee's default or to reimburse Lessor for expenditures made or damages suffered as a consequence of Lessee's default, without prejudice to any other remedies Lessor may have under this Lease. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount.

(vii) **Rights and Remedies Cumulative.** All rights, options and remedies of Lessor contained in this Section 17(b) and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this Section 17(b) shall be deemed to limit or otherwise affect Lessee's indemnification of Lessor pursuant to any provision of this Lease.

(c) **Payment by Lessee.** Upon any default, Lessee shall pay to Lessor all costs incurred by Lessor (including court costs and reasonable attorneys' fees and expenses) in: obtaining possession of the Premises; removing and storing Lessee's or any other occupant's property; repairing, restoring, the Premises if Lessee 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); performing Lessee's obligations which Lessee failed to perform; restoring the Premises to a clean, safe and marketable condition including removing any improvements made by Lessee (exclusive of costs which are related to the specific use of a successor occupant) and enforcing, or advising Lessor of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Lessor and Lessee agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

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

(e) **No Punitive Damages.** Notwithstanding any contrary provision of this Lease, neither party (except as provided in the following sentence) shall be liable under any circumstances for consequential or punitive damages in an action for a breach of this Lease or enforcement of its respective rights hereunder; provided, that this sentence shall not limit or otherwise affect a party's liability with respect to claims of fraud, intentional misconduct, gross negligence or bad faith. The foregoing limitation shall not apply to the liability of a party hereunder for its indemnification obligation hereunder related to third party claims, Lessee's liability under Section 14 with respect to Hazardous Materials, or Lessee's liability under Section 24 for holding over after the expiration of the term of this Lease.

18. SUBROGATION. Neither Lessor nor Lessee shall be liable to the other for the loss arising out of damage to or destruction of the Premises or the Building, or the contents of any

thereof, when and to the extent such loss is caused by any of the perils which are or could be included within or insured against as provided in this Lease. All such claims for any and all loss, however caused, are hereby waived, including policy deductibles. **Said absence of liability exist whether or not the damage, destruction, casualty or other liability is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees.** It is the intention and agreement of Lessor and Lessee that the rent contemplated by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this Lease. Neither Lessor nor Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured.

19. MORTGAGE SUBORDINATION.

(a) This Lease shall be and hereby is made subject and subordinate at all times to the lien or security title of any mortgage granted by Lessor which may now or during the Lease Term affect the real property of which the Premises forms a part, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "mortgage" as used in this Lease shall include deeds of trust and deeds to secure debt. Lessee agrees that at any time during the Lease Term, but not more than once per twelve-month period (excluding any initial financing placed by Lessor upon the Premises), Lessee will execute and deliver to Lessor and the holder of any mortgage affecting the Premises, a subordination, nondisturbance and attornment agreement, in writing, in the form attached hereto as Exhibit "D" (subject to reasonable changes required by Lessor's lender) in recordable form, for itself, its successors and assigns, that the rights of Lessee under the Lease shall not be modified or terminated, and the possession of Lessee shall not be disturbed by any mortgagee or by any proceeding on the debt which any such mortgage secures, or by any person, firm or corporation whose rights were acquired as a result of such proceeding or by virtue of a right or power contained in any such mortgage or the bond or note secured thereby and that any sale at foreclosure will be subject to this Lease. Lessee agrees that, in the event of foreclosure of any such mortgage or sale of the Premises under the power contained herein, Lessee will attorn to and accept the purchaser at any such sale as Lessor for the balance of the then remaining Lease Term, subject to all of the terms and conditions of the Lease, and such purchaser shall recognize and honor the terms of the Lease.

(b) If Lessor shall notify Lessee of the placing of any mortgage against the Premises, Lessee agrees that in the event of any act or omission by Lessor or any other occurrence which would give Lessee the right to terminate this Lease, to claim a partial or total eviction, or to reduce any rent payments hereunder, Lessee shall not exercise any such right until (i) it has notified in writing the holder of any mortgage which at the time shall be a lien on the Premises and of which it has notice of such act or omission (provided, however, that Lessee's obligation to so notify the mortgage holder is predicated on Lessee having current, accurate notice information for said mortgage holder) (ii) a reasonable period, not exceeding thirty (30) days, for commencing the remedying of such act or omission shall have lapsed following the giving of such notice, and (iii) Lessor or such holder, with reasonable diligence, shall not have so commenced and continue to remedy such act or omission or cause the same to be remedied.

20. SIGNS. Lessee shall not install any sign on the exterior of the Building without the prior approval of Lessor, which approval shall not be unreasonably withheld. Any such sign shall be subject to, and in compliance with, all applicable laws, ordinances, and private restrictions or covenants. If the Premises has a service door (intended for deliveries or shipping), Lessee shall have the right to install, at its sole cost and expense, a standard sign of uniform design determined by Lessor. Lessee shall have the right to place lettering upon the plate glass entrance doors or on the plate glass windows of the Premises, at Lessee's sole cost and expense.

21. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter the Premises at reasonable hours upon reasonable notice, except in the case of an emergency or following a default, to examine the same and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises or the Building. During the last 180 days of the Lease Term, Lessor may display a "For Rent" sign on, and show, the Premises.

22. EFFECT OF TERMINATION OF LEASE. No termination of this Lease prior to the stated termination date thereof, by lapse of time or otherwise, shall affect Lessor's right to collect rent for the period prior to termination hereof.

23. NO ESTATE IN LAND. This Lease shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of Lessor.

24. HOLDING OVER. If Lessee remains in possession of the Premises after expiration of the Lease Term (the "Holdover Period"), Lessee shall be a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor rent equal to one hundred twenty – five percent (125%) of the rent that was payable by Lessee during the Lease Term for the first sixty (60) days of such holdover period, and at one hundred fifty percent (150%) of the rent that was payable by Lessee during the Lease Term for all periods thereafter that Lessee remains in possession of the Premises. In addition, if Lessee remains in possession following the date which is sixty (60) days following the expiration of the Lease Term, Lessee shall indemnify Lessor for any and all liabilities, damages, losses, claims, suits, costs and expenses (including reasonable attorneys' fees and costs) arising from or relating to Lessee's holdover tenancy, including without limitation, any claim for damages made by a proposed succeeding tenant. Lessee's indemnification obligation hereunder shall survive the expiration or earlier termination of this Lease. Lessee agrees to vacate and deliver the Premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. No holding over by Lessee, whether with or without the consent of Lessor shall operate to extend the Lease Term except as otherwise expressly provided.

25. WAIVER. The rights and remedies of each party under this Lease as well as those provided or accorded by law, shall be cumulative, and shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach(es) or default(s) the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach(es) or default(s) nor as a waiver of or permission, expressed or implied, for any breach(es) or default(s), and it is agreed that the acceptance by Lessor of any rent payment subsequent to the date the same should have been paid hereunder, shall in no manner alter or the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the

due date thereof. No receipt of money by Lessor after the termination of this Lease in any shall reinstate, continue or extend the Lease Term or reinstate this Lease in any manner.

26. NOTICES. Any notices required or convenient to be given hereunder shall be sent by certified mail, return receipt requested, or overnight courier to the following address:

LESSOR:

IPT OKC IC LLC
c/o IPT Acquisitions, LLC
518 17th Street, 17th Floor
Denver, CO 80202
Attn: Jonathan Linker

LESSEE:

Victory Packaging, L.P.
3555 Timmons Lane
Suite 1400
Houston, Texas 77027
Attn: Margaret Gay

1101 Skokie Blvd., Suite 300
Northbrook, IL 60062
Attn: Secretary

27. TIME OF ESSENCE. Time is of the essence in this Lease.

28. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee or receiver in bankruptcy, or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the Lease Term or any renewal thereof.

29. BROKERS. Lessor and Lessee each represents and warrants to the other that Avison and Young represented Lessee on this transaction and no agent, broker or realtor has been involved in any way with respect to this Lease, and each agrees to indemnify, defend, and hold the other harmless from any breach of the foregoing.

30. GOVERNING LAW. This Lease shall be governed in accordance with the laws of the State in which the Premises is located.

31. DEFINITIONS. "Lessor" as used in this Lease shall include its heirs, representatives, assigns and successors in title to the Premises. "Lessee" shall include its heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees, as to the Premises covered by such assignment or sublease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

32. ATTORNEY'S FEES. In the event of any litigation between Lessee and Lessor to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. Furthermore, if Lessor, without fault, is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify Lessor against, and protect,

defend, and save it harmless from, all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. If Lessee, without fault, is made party to any litigation instituted by or against Lessor, Lessor shall indemnify Lessee against, and protect, defend, and save it harmless from, all costs and expenses, including reasonable attorneys' fees, incurred by it connection therewith.

33. ESTOPPEL CERTIFICATES. . Lessee agrees to certify in writing the status of this Lease and the rent payable hereunder at any time but no more than once in any twelve-month period, upon fifteen (15) days written notice. Such certificate shall contain factual certifications and representations as to this Lease as follows: the Commencement Date of the Lease Term and the anticipated termination date thereof; whether or not this Lease is in full force and effect; whether or not this Lease has been amended or modified, and if so, in what manner; the date through which rent payments have been made; whether or not there are any known defaults under this Lease, and if so, specifying the particulars of such default and the action required to remedy it; and whether or not there are any setoffs against or defenses to the enforcement of the terms and conditions of this Lease, and if so, specifying the particulars of such setoffs or defenses; current rent and additional rent; whether or not there is any right of first offer, right of first refusal, or termination rights and if so, specifying the particulars of such rights; and further contain information as Lessor may reasonably require. If Lessee fails to deliver such certificate within fifteen (15) days after written notice Lessee hereby consents to and Lessor may act as Lessee's attorney in fact to execute and deliver such certificate on Lessee's behalf.

34. RULES AND REGULATIONS. The rules and regulations attached to this Lease as Exhibit "E" are hereby made a part of this Lease, and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to amend or supplement said rules and regulations provided Lessee's ability to conduct its business is not materially affected and provided such amendment or supplement does not impose additional costs on Lessee. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Lessee, and Lessee agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto. In the event of any conflict between the terms of the Lease and any rule or regulation, the terms of this Lease shall control.

35. DELAY. If Lessor or Lessee is delayed or prevented from performing any of its obligations under this Lease (other than the payment of money by Lessee) by reason of strike or labor troubles, adverse weather, shortages of materials, obtaining necessary permits or any outside cause whatsoever beyond Lessor's or Lessee's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligations by Lessor or Lessee.

36. QUIET ENJOYMENT. Lessor warrants that it has full right to execute and to this Lease and to grant the estate demised, and that Lessee, upon payment of the required rents performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Lease Term without by Lessor or its agents.

37. **EXCULPATION.** Lessee agrees that Lessee shall look solely to Lessor's interest in the Building, net proceeds derived from the sale thereof, and, to the extent actually received by Lessor, insurance proceeds and condemnation awards, for the satisfaction of any claim, judgment or decree requiring the payment of money by Lessor based on any default hereunder, and no other property or assets of Lessor, its affiliates, successors, partners, shareholders, subsidiaries, or assigns, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any such claim, judgment, injunction or decree.

38. **AUTHORITY.** Lessee represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of the corporation and constitutes the valid and binding agreement of Lessee in accordance with the terms hereof.

39. **SEPARABILITY.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall 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.

40. **AMENDMENTS; BINDING EFFECT.** This Lease may not be amended except by instrument in writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by a party unless such waiver is in writing signed by such party, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of a party to insist upon the performance by the other party in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall 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 Lessor and Lessee, and, other than any mortgagee of Lessor, no third party shall be deemed a third party beneficiary hereof.

41.

42. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

43. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LESSOR AND LESSEE 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.

44. **TELECOMMUNICATIONS.** Lessee and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services

companies, shall 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 ("Telecommunications Services"), for part or all of Lessee's telecommunications within the Building and from the Building to any other location without Lessor's prior written consent, subject to the requirements of applicable laws. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable laws and Lessor's policies and practices for the Building. Lessee acknowledges that Lessor shall not be required to provide or arrange for any Telecommunications Services and that Lessor shall have liability to any Lessee Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Lessee, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications

45. FINANCIAL REPORTS. Lessee has heretofore provided Lessor with Lessee's Audited Financial Statement for Fiscal Year Ended December 31, 2014, which financial statements represent the financial condition of Lessee as of December 31, 2014 ("Lessee's 2014 Financials"). As of the execution of this Lease, Lessee hereby certifies that that there has been no material adverse change to the financial condition of Lessee compared to the financial condition of Lessee reflected in Lessee's 2014 Financials. Upon Lessor's request from time to time in connection with any actual or potential sale or financing, Lessee shall provide Lessor with a certification that Lessee's Tangible Net Worth (hereinafter defined) is not less than \$50,000,000. As used herein, "Tangible 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. Provided if Lessee is in monetary Default beyond the applicable grace periods under the terms of the Lease, subject to Lessor's execution of a Confidentiality Statement acceptable to Lessee and if financial information related to the foregoing certification by Lessee is not publicly available, Lessee shall, upon not less than ten (10) days written notice from Lessor, provide financial information to Lessor sufficient to enable Lessor to verify Lessee's certification.

46. RENEWAL OPTION. Lessee shall have the option to extend the Term of this Lease for all of the Premises for two (2) additional periods of five (5) years each (each a "Renewal Option"), under and subject to the following terms and conditions:

(a) The first renewal term ("First Renewal Term") shall be for a five (5)-year period commencing on the day immediately following the expiration date of the initial Lease Term and expiring on the day immediately preceding the fifth (5th) anniversary thereof. The second renewal term ("Second Renewal Term") shall be for a five (5)-year period commencing on the day immediately following the expiration date of the First Renewal Term and expiring on the day immediately preceding the fifth (5th) anniversary thereof. Collectively, the First Renewal Term and the Second Renewal Term are referred to as the "Renewal Terms."

(b) Lessee must exercise the Renewal Option for the First Renewal Term, if at all, by written notice to Lessor delivered at least one hundred eighty days (180), but no more than two

hundred forty days (240), prior to the expiration date of the initial Lease Term, time being of the essence. If Lessee fails to timely exercise the Renewal Option for the First Renewal Term, the Renewal Option for the Second Renewal Term shall be void and of no further force and effect. Lessee must exercise the Renewal Option for the Second Renewal Term, if at all, by written to Lessor delivered at least one hundred eighty (180) days prior to the expiration date of the First Renewal Term, time being of the essence.

(c) As a condition to Lessee's exercise of either of the Renewal Options, at the time Lessee delivers its notice of election to exercise such Renewal Option to Lessor and on the day immediately prior to the start of the applicable Renewal Term, there shall be no uncured event of default by Lessee under this Lease, this Lease shall be in full force and effect, and Lessee shall not have assigned this Lease or sublet the Premises.

(d) There shall be no further options to extend the Lease Term beyond the Second Renewal Term.

(e) The Renewal Option provided in this Section 45 is personal to Lessee, is not exercisable by any other party than the original Lessee to this Lease except an assignee pursuant to a Permitted Transfer, and shall be automatically extinguished upon any Transfer, excluding any Permitted Transfer, by Lessee.

(f) During any Renewal Term, all the terms, conditions, covenants and agreements set forth in the Lease shall continue to apply and be binding upon Lessor and Lessee, except that the annual base rental payable during such Renewal Term shall be the Fair Market Rent as determined in the manner provided as follows:

(i) The term "Fair Market Rent" shall mean the fair market rental rate that would be agreed upon between a Lessor and a Lessee extending a lease for industrial warehouse and distribution space comparable to the Premises located within industrial submarket in which the Premises are located, but in no case shall the Fair Market Rent be less than the Monthly Base Rent in effect at the time Lessee delivers its notice of election to exercise such Renewal Option to Lessor.

(ii) Promptly following Lessor's timely receipt of the written notice from Lessee exercising a Renewal Option, Lessor shall submit to Lessee in writing Lessor's determination of the Fair Market Rent. If Lessee does not dispute Lessor's determination of Fair Market Rent by giving written notice of such dispute within ten (10) days after receipt of Lessor's determination, then Lessor's determination shall be conclusive and binding upon Lessor and Lessee. If Lessee disputes Lessor's determination of Fair Market Rent, Lessee shall notify Lessor in writing within ten (10) days after receipt of Lessor's determination, and the parties shall thereafter have ten (10) days to negotiate and agree on the Fair Market Rent. The parties shall be obligated to conduct such negotiations in good faith. If the parties agree on the Fair Market Rent payable during such Renewal Term, they shall promptly execute an amendment to the Lease stating the annual base rental and other terms set forth herein.

(iii) If, during the 10-day negotiation period referred to in subparagraph (ii) above, the parties are unable to agree on the Fair Market Rent, then the Fair Market Rent shall be determined in accordance with the procedure set forth in this subparagraph (iii). Within ten (10) days after expiration of such 10-day period, each of Lessor and Lessee shall appoint an independent, unaffiliated real estate broker (a "Broker") who shall have at least ten (10) years relevant experience in industrial rentals in the industrial submarket in which the Premises are located. Within thirty (30) days after such appointments, the two (2) Brokers so chosen shall each independently make a determination of the Fair Market Rent, and deliver the results thereof to Lessor and to Lessee. In the event that there is greater than a ten percent (10%) difference between the Fair Market Rents as determined by two Brokers, then within ten (10) days after the date such determinations are delivered to Lessor and to Lessee, the two Brokers shall jointly select a third Broker, which third Broker shall not have represented either Lessor or Lessee within the previous five (5) years and shall have the same qualifications required of the other Brokers. Such third Broker shall select the determination of Fair Market Rent from either the Broker appointed by Lessor, or the Broker appointed by Lessee, without modification, and the determination so selected shall be the Fair Market Rent. Lessor and Lessee shall each bear the cost of its Broker and shall share equally the cost of the third Broker. In the event that there is less than or equal to a ten percent (10%) difference between the Fair Market Rents as determined by the two Brokers, then the Fair Market Rent shall be the average thereof.

LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

47. OFAC.

(a) Certification. Each of Lessor and Lessee certifies, represents, warrants and covenants that:

(i) It is not acting and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

(b) Indemnity. Lessor and Lessee each hereby agrees to defend (with counsel reasonably acceptable to the other party), indemnify and hold harmless the other party and the respective Lessor Parties and Lessee's agents and affiliates, as applicable, from and against any

and all claims arising from or related to any such breach of the foregoing certifications, representations, warranties and covenants.

48. RIGHTS AND REMEDIES CUMULATIVE. All rights, options and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease. Nothing in this Section 47 shall be deemed to limit or otherwise affect either party's indemnification of the other pursuant to any provision of this Lease.

49. LESSOR WORK; CONSTRUCTION ALLOWANCE. Addendum I is hereby incorporated by reference.


[Remainder of page intentionally left blank]

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

LESSEE:

VICTORY PACKAGING L.P., a Texas limited partnership

By: _____


Andrea Tarbox, Vice President

[Signatures continued on following page]

LESSOR:

IPT OKC IC LLC,
a Delaware limited liability company

By: IPT Real Estate Holdco LLC,
a Delaware limited liability company,
its sole member

By: Industrial Property Operating Partnership LP,
a Delaware limited partnership,
its sole member

By: Industrial Property Trust Inc.,
a Maryland corporation,
its general partner

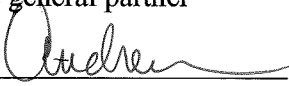
By: 
Andrea Karp
SVP, Real Estate

EXHIBIT "A"

A part of the northeast quarter of Section 10, Township 11 North, Range 4 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the southwest corner of the east half of the northeast quarter of said Section 10;

Thence North $00^{\circ}01'52''$ West along the west line of the east half of the northeast quarter of said Section 10 a distance of 528.50 feet;

Thence North $89^{\circ}50'50''$ West a distance of 436.65 feet to the point or place of beginning;

Thence North $00^{\circ}05'11''$ West a distance of 528.53 feet;

Thence South $89^{\circ}50'50''$ East a distance of 337.16 feet;

Thence North $00^{\circ}01'52''$ West a distance of 500.51 feet;

Thence North $89^{\circ}50'50''$ West a distance of 775.30 feet;

Thence South $00^{\circ}08'29''$ East a distance of 500.82 feet;

Thence South $89^{\circ}50'50''$ East a distance of 364.94 feet;

Thence South $00^{\circ}05'11''$ East a distance of 528.22 feet;

Thence South $89^{\circ}50'50''$ East a distance of 72.24 feet to the point or place of beginning.

EXHIBIT “B”

Premises

Intentionally Deleted

EXHIBIT "C"

Move-Out Standards

At the expiration or earlier termination of the Lease and in addition to any other provisions of the Lease regarding surrender of the Premises, Lessee shall surrender the Premises in the same condition as they were upon delivery of possession thereto under the Lease, reasonable wear and tear excepted, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified by Lessor for removal. Subject to Section 24 of the Lease, if Lessee fails to remove its personal property, fixtures or alterations or additions upon the expiration or earlier termination of the Lease, the same shall be deemed abandoned and shall become the property of Lessor. Notwithstanding the foregoing, Lessee shall be liable to Lessor for all costs and damages incurred by Lessor in removing, storing or selling such property, fixtures, alterations or additions and in restoring the Premises to the condition required pursuant to the Lease.

Notwithstanding anything to the contrary in the Lease, Lessee shall surrender the Premises, at the time of the expiration or earlier termination of the Lease, in a condition that shall include, but is not limited to, the following (normal wear and tear over a ten (10) year term for a commercial distribution warehouse and damage by casualty excepted):

- | | |
|--------------------------------------|---|
| 1. Lights: | Office, exterior, emergency exit and warehouse lights will be fully operational with all bulbs functioning. Replacement lamps should be consistent in color, type and style. |
| 2. Roll-Up Doors & Pedestrian Doors: | Roll-up doors must receive final maintenance by a licensed contractor to include: lube, adjustments, alignment and replacement of seals and panels (if required). Pedestrian doors must have all hardware in working condition (including crash hardware, thresholds, closers and weather-stripping). Replacement of doors and/or hardware shall be of similar type as existing. Lessee shall provide written evidence of such maintenance/repairs to Lessor. |
| 3. Loading Docks: | Includes dock levelers, dock bumpers, dock door seals, pit levelers and sump pumps. Lessee to provide evidence of final maintenance on all items from a licensed contractor. |
| 4. Warehouse Floor: | Lessee shall remove all paint and stickers and leave floors free of stains and swept, with no racking bolts or other protrusions left in floor. Cracks should be repaired with an epoxy or polymer. |

5. Lessee-Installed Equipment & Wiring: Lessee shall remove all air lines, junction boxes, distribution boxes, conduit, etc. All wiring shall be terminated back to point of connection. Telecom and associated data wiring shall be removed and terminated at the original phone board.
6. Walls: Warehouse Walls - Sheetrock (drywall) damage should be patched and fire-taped so that there are no holes remaining. Office walls shall be patched and returned to a paint-ready
7. Roof: Any Lessee-installed equipment must be removed and roof penetrations properly repaired by Lessor's roofing contractor.
8. Signs: All Lessee-installed signage shall be removed, including interior and exterior window signage. Exterior building surface shall be restored to original condition, including patching of all holes and painting to match
9. Heating & Air Conditioning System: Intentionally Deleted – Lessor to perform HVAC maintenance and repair.
10. Plumbing: Restroom/Kitchen fixtures and accessories (i.e. "insta-hot" water heaters, vanity heaters, handrails, soap dispensers, paper towel holders, etc.) shall be returned in good working condition, free of leaks and stains. Lessee shall provide written evidence of final service to water heater.
11. Overall Cleanliness: Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of premises and dock areas. In addition, Lessee shall properly dispose of all hazardous materials, including paint, at Lessee's expense.

EXHIBIT "D"

Form of Subordination, Nondisturbance and Attornment Agreement

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made this _____ day of _____, 201____, by and among _____, a _____ (hereinafter called "Mortgagee"), _____, a _____ (hereinafter called "Lessee") and _____, a _____ (hereinafter called "Lessor").

WITNESSETH:

WHEREAS, Mortgagee is or will be the owner and holder of a _____ (hereinafter called the "Mortgage"), covering the real property described in Exhibit "A" attached hereto and made a part hereof and the buildings and improvements thereon (hereinafter collectively called the "Property") securing the payment of a promissory note in the stated principal amount of \$ _____, executed by Lessor and payable to the order of Mortgagee; and

WHEREAS, Lessee is the holder of a lease (hereinafter called the "Lease") dated _____, 20____, by and between Lessor, as the Lessor, and Lessee, as the Lessee, covering that portion of the Property described therein (hereinafter called the "Leased Premises"); and

WHEREAS, Lessor, Lessee and Mortgagee desire to confirm and agree upon certain of their rights and obligations with respect to the Lease and the Mortgage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lessor, Lessee and Mortgagee hereby agree and covenant as follows:

1. Subordination. The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Mortgage, subject to the granting of a nondisturbance provision as provided in Paragraph 2 below.

2. Nondisturbance. So long as Lessee is not in default (beyond any period given Lessee in the Lease to cure such default) in the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, (i) Lessee's possession of the Leased Premises and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof, or expansions into additional space within the Property which may be effected in accordance with the terms of the Lease, shall not be diminished or interfered with by Mortgagee in the exercise of any of its rights under the Mortgage, (ii) Lessee's occupancy of the Leased Premises or any such expansion space shall not be disturbed by Mortgagee in the exercise of any of its rights under the Mortgage during the term of the Lease or any such extensions or renewals thereof, and (iii) Mortgagee will not join Lessee as a party defendant in any action or proceeding for the purpose of terminating Lessee's interest and estate under the Lease because of any default under the Mortgage.

3. Attornment. In the event any proceedings are brought for the foreclosure of the Mortgage or if the Property sold pursuant to a trustee's sale under the Mortgage, or upon a transfer of the Property by conveyance in lieu of foreclosure, shall attorn to the purchaser upon any such foreclosure sale or trustee's sale or transfer in lieu thereof and shall recognize such purchaser as the Lessor under the Lease, subject to the granting of a nondisturbance provision as provided in Paragraph 2 above. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Lessee agrees, however, to execute and deliver at any time and from time to time, upon the request of Lessor or of any holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such purchaser, any instrument or certificate which, in the reasonable judgment of Lessor or of such holder(s) or such purchaser, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Lessee hereby irrevocably appoints Mortgagee and other or future holders of the indebtedness or other obligations secured by the Mortgage or any such purchaser, jointly and severally, the agent and attorney in fact of Lessee to execute and deliver for and on behalf of Lessee any such instrument or certificate. Such power of attorney shall not terminate on disability of the principal and may be revoked only by written recorded in the real property records of where the Property is located. In the event of any such attornment, Lessee further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Lessee any right or

to terminate or otherwise adversely affect the Lease and the obligations of Lessee thereunder as a result of any such foreclosure proceeding, trustee's sale or conveyance in lieu thereof.

4. Foreclosure and Sale. If Mortgagee shall succeed to the interest of Lessor under the Lease in any manner, or if any purchaser acquires the Leased Premises upon any foreclosure of the Mortgage or any trustee's sale under the Mortgage, Mortgagee or such purchaser, as the case may be, shall have the same remedies by entry, action or otherwise in the event of any default by Lessee (beyond any period given to Lessee in the Lease to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants and conditions of the Lease on Lessee's part to be performed that Lessor had or would have had if Mortgagee or such purchaser had not succeeded to the interest of Lessor. From and after attornment by Lessee, Mortgagee or such purchaser shall be bound to Lessee under all of the terms, covenants, and conditions of the Lease, and Lessee shall, from and after the succession to the interest of Lessor under the Lease by Mortgagee or such purchaser, have the same remedies against Mortgagee or such purchaser for the breach of an agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Mortgagee or such purchaser had not succeeded to the interest of Lessor; provided further, however, that Mortgagee or such purchaser shall not in any event be:

- (a) liable for any act or omission of any prior Lessor (including Lessor); or
- (b) subject to any offsets or defenses which Lessee might have against any prior Lessor (including Lessor); or
- (c) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior Lessor (including Lessor), or by any security deposit, cleaning deposit or other prepaid charge which Lessee might have paid in advance to any prior Lessor (including Lessor), unless actually received by Mortgagee or such purchaser; or
- (d) bound by or liable for any obligation of the Lessor to pay any sums of money to or for the benefit of or on behalf of Lessee for concessions or inducements granted to Lessee by the Lessor (including Lessor) except as expressly set forth in the Lease.

5. Acknowledgment and Agreement by Lessee. Lessee acknowledges and agrees that:

- (a) Mortgagee, in making any disbursements to Lessor, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Lessor for purposes other than improvement of the Property.
- (b) From and after the date hereof, in the event of any act or omission by Lessor which would give Lessee the right, either immediately or after the lapse of time, to cease paying rent or terminate the Lease or to claim a partial or total eviction, Lessee will not exercise any such right:
 - (i) until it has given written notice of such act or omission to Mortgagee; and
 - (ii) if Lessor shall have failed to cure such default within the time provided for in the Lease, then the Mortgagee shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default shall be deemed granted to Mortgagee if within such thirty (30) days Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event the Lease shall not be terminated while such remedies are being so diligently pursued.
- (c) It has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to Mortgagee as security for the Loan secured by the Mortgage. In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pay its rent and all other sums due under the Lease to Mortgagee, Lessee shall honor such demand and pay its rent and all other sums due under the Lease directly to Mortgagee or as otherwise required pursuant to such notice.
- (d) This Agreement satisfies any condition or requirements in the Lease relating to the granting of a non-disturbance agreement.

6. Acknowledgment and Agreement by Lessor. Lessor, as Lessor under the Lease and mortgagor or grantor under the Mortgage, acknowledges and agrees for itself and its successors and assigns, that:

- (a) This Agreement does not:
- (i) constitute a waiver by Mortgagee of any of its rights under the Mortgage; and/or
 - (ii) in any way release Lessor from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage;
- (b) The provisions of the Mortgage remain in full force and effect and must be complied with by Lessor; and
- (c) In the event of a default under the Mortgage, Lessee may pay all rent and all other sums due under the Lease to Mortgagee as provided in this Agreement.

7. Notice. All notices to be delivered hereunder to Mortgagee shall be deemed to have been duly given if mailed under United States registered or certified mail, with return receipt requested, postage prepaid to Mortgagee at (or at such other address as shall be given in writing by Mortgagee to Lessee) and shall be deemed complete upon any such mailing.

8. Miscellaneous.

- (a) This Agreement supersedes any inconsistent provision of the Lease.
- (b) Mortgagee shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Lessor's title, Lessor's authority, habitability, fitness for purpose or possession.
- (c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns; provided, however, that in the event of the assignment or transfer of the interest of Mortgagee, all obligations and liabilities of Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Mortgagee's interest is assigned or transferred.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MORTGAGEE:

_____,
a

By: _____
Name: (Printed) _____
Title: _____

LESSEE:

_____,
a

By: _____
Name: (Printed) _____
Title: _____

LESSOR:

_____,
a

By: _____
Name: (Printed) _____
Title: _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____,
of _____, a _____ state chartered banking institution, on behalf of said bank.

[SEAL] _____
Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____,
of _____, a _____, on behalf of said _____.

[SEAL] _____
Notary Public, State of _____

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20__, by _____,
of _____, a _____ corporation, on behalf of said corporation.

[SEAL] _____
Notary Public, State of _____

EXHIBIT "E"

RULES AND REGULATIONS

1. No additional locks shall be placed on the doors of the Building by Lessee, nor shall any existing locks be changed unless Lessor is immediately furnished with two (2) keys thereto. Lessor will without charge furnish Lessee with two (2) keys for each lock existing upon the entrance doors when Lessee assumes possession of the Premises with the understanding that at the termination of the Lease all keys shall be returned to Lessor.
2. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Lessee, to Lessor for Lessor's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.
3. No person shall at any time occupy any part of the Premises as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on the Premises or in any part of Building, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein (except for use of a microwave oven in the office space), or place or use in or about the Premises any explosives, gasoline, kerosene, oil acids, caustics, or any flammable, explosive, or hazardous material without the written consent of Lessor.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or public rooms regardless of whether such loss occurs when any such area is locked against entry or not.
6. Lessee shall not at any time display a "For Rent" sign upon the Premises.
7. Safes and other unusually heavy objects shall be placed by Lessee only in such places within the Premises as may be approved by Lessor.
8. Lessor will not permit entrance to the Premises by use of pass key controlled by Lessor, to any person at any time without written permission by Lessee, except employees, contractors, or service personnel directly supervised by Lessor.
9. None of the entries, passages, doors, or hallways shall be blocked or obstructed, or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas, including any alleyways to the rear of the Premises, or such areas be used at any time for ingress or egress by Lessee, Lessee's agents, employees or invitees.

10. The bathrooms and other water fixtures shall not be used for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.
11. No vehicles except for material handling equipment such as fork lifts shall be brought into the Building or the Premises. No animals shall be brought into the Building or the Premises unless on a temporary basis by a truck driver.
12. Lessee shall not do or permit to be done within the Premises anything which would unreasonably annoy or interfere with the rights of other lessees in the Building.
13. During the ninety (90) days prior to the expiration of the Lease Term, Lessor may show the Premises to prospective lessees and may place upon the windows or doors thereon one or more "For Rent" signs of reasonable dimensions.
14. There shall not be any outside storage of goods, materials or equipment in the side, front or rear area of the Premises unless contained in a truck parked on the Premises. Lessee agrees to keep the area immediately in front of and behind the Premises clean and free of all trash and debris.

ADDENDUM I

IMPROVEMENT ADDENDUM

1. Lessor's Work.

a. Lessor shall perform improvements to the Premises in accordance with the worklist to be finalized by the parties in accordance with the terms herein and attached hereto as Schedule 1 (the "Worklist"). Lessor's obligation to perform the Worklist improvements is conditioned upon the absence of any monetary default by Lessee or material default by Lessee of any non-monetary provision of the Lease and Lessor may cease performance of the Worklist improvements at any time should such a default arise and not be cured within applicable notice and cure periods. Upon cure of any such default, Lessor shall resume performance of the Worklist improvements. The improvements to be performed by Lessor in accordance with the Worklist are hereinafter referred to as "Lessor's Work", which will include, among other items, installation, repair or retrofit of dock doors and dock equipment, paint, flooring and office retrofit. Lessor shall select, and contract directly with the general contractor and any subcontractors used in connection with Lessor's Work. Lessee acknowledges and agrees that, except as expressly set forth on the Worklist, Lessor's Work shall be constructed using Building-standard materials designated by Lessor for the Building. In no event shall Lessor's Work include (i) any costs of procuring or installing in the Premises any trade fixtures, equipment, furniture, furnishings, telephone equipment, cabling for any of the foregoing or other personal property ("Personal Property") to be used in the Premises by Lessee, and the cost of such Personal Property shall be paid by Lessee, or (ii) any costs or expenses of any consultants retained by Lessee with respect to design, procurement, installation or construction of improvements or installations, whether real or personal property, for the Premises.

b. Lessee shall, within 60 days of the Commencement Date, provide a draft Worklist to Lessor describing generally the improvements desired by Lessee and the order/priority of each. Within 45 days thereafter, and before commencing construction of the Lessor's Work, Lessor shall deliver to Lessee a detailed estimate of the cost of the Lessor's Work. If such estimated cost exceeds the Construction Allowance (hereinafter defined), Lessee shall notify Lessor of revisions to the plans to reduce the costs thereof or to eliminate specific improvements in order to reduce the cost to the amount of the Construction Allowance. After the Lessor's Work and the Worklist have been finalized, Lessor shall proceed with performance thereof. Lessor shall be responsible for all elements of the plans for the Lessor's Work (including, without limitation, compliance with law, and the structural integrity of the design), and Lessor's approval of such plans shall in no event relieve Lessee of the responsibility therefor.

Lessee acknowledges and agrees that notwithstanding anything in this Lease to the contrary, Lessor's obligation to pay for the cost of Lessor's Work shall be limited to Seventy Five Thousand Dollars (\$75,000.00) (the "Construction Allowance"), which only be available if Lessee is not then in monetary default, or in default of any material non-monetary provision, under the Lease beyond any applicable notice and cure period, and that Lessee shall be responsible for the cost of Lessor's Work to the extent that it exceeds the Construction Allowance. If the actual cost of Lessor's Work is less than the

Construction Allowance, the remaining amount shall automatically accrue to Lessor and Lessee shall not be entitled to any credit, payment or abatement on account thereof. shall pay Lessor, within ten (10) days after Landlord's written demand, a construction management fee equal to 3.0% of the cost of Lessor's Work. Landlord reserves the right deduct such fee from the Construction Allowance; provided, however, that to the extent actual cost of Lessor's Work is less than the Construction Allowance, then Landlord shall apply the excess to payment of the construction management fee.

c. The Construction Allowance may be used only for hard costs and no soft costs may be funded with the Construction Allowance other than planning and design work. The Construction Allowance shall not include any amounts for furniture, equipment (other than dock equipment) or other personal property of Lessee, and as a result, no portion of the Construction Allowance may be used for the purchase of furniture, equipment (other than dock equipment) or personal property of Lessee.

2. **Excess Costs.** If Lessor's estimate, as approved by Lessee, and/or the actual cost of Lessor's Work shall exceed the maximum Construction Allowance (such excess being herein referred to as the "Excess Costs"), due to the original estimate approved by Lessee being higher than the maximum Construction Allowance or changes subsequently requested by Lessee or cost increases otherwise caused by Lessee, Lessee shall pay to Lessor such Excess Costs within ten (10) days after Lessor's written demand. Lessor shall not be required to proceed with Lessor's Work until Lessee pays such Excess Costs. The statements of costs submitted to Lessor by Lessor's contractors shall be conclusive for purposes of determining the actual cost of the items described therein. Excess Costs constitute rent payable pursuant to the Lease, and the failure to timely pay same constitutes a default under the Lease.

3. **Lessor's Obligations.** Except as provided in this Improvement Addendum and the Lease, Lessor shall not be required to perform any work or incur any costs in connection with the construction or demolition of any improvements in the Premises.

4. **Representatives.** Lessee has designated Margaret Gay of Victory Packaging, L.P., as its sole representative with respect to the matters set forth in this Improvement Addendum, who shall have full authority and responsibility to act on behalf of the Lessee as required in this Improvement Addendum, until further written notice to Lessor. Lessor has designated Robb LaMontagne of Industrial Property Trust as its sole representative with respect to the matters set forth in this Improvement Addendum, who, until further notice to Lessee, shall have full authority and responsibility to act on behalf of the Lessor as required in this Improvement Addendum.

5. **Interpretation; Incorporation Into Lease.** This Improvement Addendum shall not be deemed applicable to any additional space added to the original Premises at any or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Lease Term or Term, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement

the Lease. All capitalized terms used in this Improvement Addendum but not defined herein shall have the same meanings ascribed to such terms in the Lease.

SCHEDULE 1
WORKLIST

[TO BE INSERTED]