

LEASE

THIS LEASE (this “**Lease**”) is executed effective as of the Effective Date (defined on the signature page below) by and between **DROF BP #1, LLC**, a Delaware limited liability company (“**Landlord**”), and **VICTORY PACKAGING, L.P.**, a Texas limited partnership (“**Tenant**”).

ARTICLE 1 - LEASE OF PREMISES

Section 1.01. Basic Lease Provisions and Definitions.

(a) The “**Leased Premises**” (shown outlined on Exhibit A (the “**Site Plan**”) attached hereto) shall mean a portion of a multi-tenant building (the “**Building**”), located in the Forward Innovation Center – West Campus, (the “**Park**”) in Brook Park, Ohio, on real property which is more particularly described on Exhibit A. The Leased Premises shall consist of approximately 221,000 square feet within the Building as depicted on the floor plan attached hereto on Exhibit A.

(b) “**Tenant’s Proportionate Share**” shall mean approximately Sixty and 71/100 percent (60.71%), which is derived by dividing the total square footage of the Leased Premises provided above by the total square footage of the Building, which is approximately 364,000 square feet. Tenant’s Proportionate Share is subject to adjustment for any change in the square footage of the Leased Premises or the square footage of the Building. Following the Commencement Date, Landlord may verify the final square footage of the Leased Premises and of the Building, and thereafter Landlord may adjust Tenant’s Proportionate Share in accordance with such final measurements. In such event, Landlord shall notify Tenant in writing of any resulting changes in Tenant’s Proportionate Share, and upon Landlord’s request Tenant shall execute an amendment of this Lease modifying Tenant’s Proportionate Share as provided herein.

(c) “**Minimum Annual Rent**” shall be equal to the following amounts, commencing on the Commencement Date (as defined below):

Initial Term

Months 1-2	\$0.00*
Months 3-12	\$1,635,400.00
Months 13-24	\$1,684,462.00
Months 25-36	\$1,734,995.86
Months 37-48	\$1,787,045.74
Months 49-60	\$1,840,657.11
Months 61-62	\$1,895,876.82

First Extension Term

Months 63-122 See Section 2.02

Second Extension Term

Months 123-182 See Section 2.02

* The Monthly Rental Installment due with respect to month(s) 1 and 2 of the Initial Term shall constitute Abated Rent in accordance with Section 3.01.

(d) **“Monthly Rental Installments”** shall be equal to the following amounts, commencing on the Commencement Date:

Initial Term

Months 1-2	\$0.00*
Months 3-12	\$136,283.33
Months 13-24	\$140,371.83
Months 25-36	\$144,582.99
Months 37-48	\$148,920.48
Months 49-60	\$153,388.09
Months 61-62	\$157,989.74

First Extension Term

Months 63-122 See Section 2.02

Second Extension Term

Months 123-182 See Section 2.02

* The Monthly Rental Installment due with respect to month(s) 1 and 2 of the Initial Term shall constitute Abated Rent in accordance with Section 3.01.

(e) **“Commencement Date”** shall mean the later of (i) the date Landlord delivers possession of the Leased Premises to Tenant in Substantially Complete condition, or (ii) September 6, 2023(**“Target Commencement Date”**), subject to adjustment as provided in Article 2 below; provided, however, in the event that Tenant takes full possession of the Leased Premises prior to the Target Commencement Date, then the Commencement Date shall be the date that Tenant takes possession of the Leased Premises. For the avoidance of doubt, the Tenant’s Early Access pursuant to Section 2.04 below shall not trigger the Commencement Date.

(f) **“Lease Term”** shall mean the Initial Term (as defined below), commencing on the Commencement Date, and any Extension Term, as more fully described in Sections 2.01 and 2.02 below.

(g) **“Brokers”** shall mean Weston Inc. representing Landlord and Cushman & Wakefield representing Tenant.

(h) **“Permitted Use”** shall mean office and warehouse facilities for the manufacturing, warehousing, and distribution of paper and packaging materials, services, and solutions.

(i) Address for notices and payments are as follows:

Landlord’s notice address:	DROF BP #1, LLC 4760 Richmond Road, Suite 200 Cleveland, OH 44128 Attention: General Counsel
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Copy to:	Weston Inc. 4760 Richmond Road, Suite 200 Cleveland, OH 44128 Attention: Property Manager
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Send payments of Monthly
Rental Installments and any
Additional Rent to:

DROF BP #1, LLC
4760 Richmond Road, Suite 200
Cleveland, OH 44128
Attention: General Counsel

Tenant's notice address:

VICTORY PACKAGING, L.P.
1000 Abernathy Road NE, Suite 125
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate
Site/Roehm)

With required copy (by email only, and
which shall not independently constitute
'notice') to:

Real Estate Business
Director of Real Estate and Facilities
(realestate@westrock.com)

Real Estate Legal
Matt Roehm, Associate General Counsel
(matt.roehm@westrock.com)

Section 1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises, under the terms and conditions herein, together with a non-exclusive right, in common with others, to use the following (collectively, the “**Common Areas**”), subject to the rights reserved to Landlord pursuant to Section 4.03: the areas of the Building and the underlying land and improvements thereto that are designed for use in common by all tenants of the Building and their respective employees, agents, customers, invitees and others.

ARTICLE 2 - LEASE TERM; LANDLORD'S WORK AND TENANT'S WORK; POSSESSION

Section 2.01. Initial Term. The initial term of this Lease (the “**Initial Term**”) shall be for a period commencing on the Commencement Date and ending at 11:59 p.m. on the day before the sixty-second (62nd) monthly anniversary of (i) the Commencement Date, if the Commencement Date is the first day of a calendar month, or (ii) the first day of the first full calendar month following the Commencement Date, if the Commencement Date is not the first day of a calendar month.

Section 2.02. Extension Terms.

(a) Number and Length of Extension Terms. Tenant is hereby granted two (2) option terms to extend the term of this Lease each for a period of five (5) years. The option periods shall be referred to individually herein as an “**Extension Term**” and collectively as the “**Extension Terms**” of this Lease and the Initial Term, together with any Extension Term, shall be referred to herein as the “**Lease Term**.”

(b) Rent During Extension Terms. The Extension Terms shall be governed by the same covenants and conditions as the Initial Term of this Lease except that the Minimum Annual Rent and Monthly Rental Installments the first twelve (12) months of each Extension Term shall be set at an amount equal to the Fair Market Rental Rate, and shall include market annual escalations. For purposes of this Lease, “**Fair Market Rental Rate**” shall mean a rate reasonably determined based on one hundred percent (100%) of the prevailing base rental rate per square foot of rentable area that a willing tenant would pay and a willing landlord would accept in an arm’s length, bona fide negotiation for lease of the Leased Premises to be executed at the time of determination and to commence on the commencement of the Extension Term, taking into consideration all relevant terms and conditions of any comparable leasing transactions in the Pertinent Market (as hereinafter defined), including, without limitation: availability of similar manufacturing, warehouse and distribution buildings in the Pertinent Market taking into account leases for comparable (on the basis of factors such as, but not limited to, size and location of space, commencement date and term of lease) space in the Cleveland–Elyria Metropolitan Statistical Area (i.e. Greater Cleveland) which are comparable to the Building in reputation, quality, age, size, location, tenant creditworthiness, parking availability and level and quality of services provided and which have reached economic stabilization and are not offering, for any other reason, below-market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the “**Pertinent Market**”). Notwithstanding the foregoing, the Minimum Annual Rent the first twelve (12) months of each Extension Term shall be equal to or greater than the Minimum Annual Rent for the expiring Initial Term or Extension Term, as applicable.

For the period commencing on the date Tenant provides to Landlord written notice of its intent to exercise the Extension Term option and continuing for thirty (30) days thereafter (“**Rent Negotiation Period**”), Landlord and Tenant shall use good faith efforts to agree upon the Fair Market Rental Rate. In the event that Landlord and Tenant fail, after good faith efforts, to agree upon the Fair Market Rental Rate, the Fair Market Rental Rate shall be determined by arbitration as hereinafter provided. If the Fair Market Rental Rate is to be determined by arbitration, then Landlord and Tenant shall each (a) submit to one another their respective determination of the Fair Market Rental Rate (each a “**Proposed Fair Market Rental Rate**”), and (b) appoint within fifteen (15) business days after the expiration of the Rent Negotiation Period a qualified and impartial appraiser (a qualified appraiser being one who has had at least ten (10) years' experience in the evaluation of industrial warehousing/manufacturing/office/distribution space in the Pertinent Market area and M.A.I. Designation) to act as arbitrator. The identity and address of each such appraiser shall be designated in writing by each party to the other. In case either party fails to appoint an appraiser within the period set forth above, then the appraiser appointed by the party timely providing notice hereunder shall determine the Fair Market Rental Rate. Upon each party appointing an appraiser, the two appraisers shall appoint a qualified and impartial appraiser who has had at least ten (10) years' experience in the evaluation of industrial warehousing/manufacturing/office/distribution space in the Pertinent Market area as a third arbitrator and shall notify the other parties of the identity and address of such appointee. The arbitrators so appointed shall on or before thirty (30) days after appointment determine the Fair Market Rental Rate. The determination of a majority of the arbitrators shall be binding on the parties. Upon determination of the Fair Market Rental Rate by the arbitrators, the Proposed Fair Market Rental Rate that is closest to the Fair Market Rental Rate determined by the arbitrators shall be deemed to be the Fair Market Rental Rate for the Extension Term. The fees of the arbitrators and the expenses incident to any proceedings shall be borne equally between Landlord and Tenant.

(c) Manner of Exercise. If Tenant desires to continue this Lease for an Extension Term, Tenant must give written notice of its intent to exercise the Extension Term option to Landlord on or before two hundred seventy (270) days prior to the expiration of the Initial Term [or Extension Term, as applicable]; provided, however, that such written notice shall not be effective if any Default exists at the time such written notice is given or at the commencement of the Extension Term for which such notice is given if not cured in accordance with Section 12.01. Any and all options to extend the Lease Term granted

by this Section 2.02 shall automatically terminate upon the earlier to occur of (a) termination of this Lease; (b) the termination of Tenant's right to possession of the Leased Premises; (c) the assignment of this Lease by Tenant or the sublease by Tenant of the entire Leased Premises or any part thereof other than to a Permitted Transferee, and otherwise not in accordance with this Lease; or (d) the failure of Tenant to timely or properly exercise its option for any Extension Term. Time is of the essence with respect to Tenant's option to exercise its option for any Extension Term.

Section 2.03. Construction of Landlord's Work and Tenant's Work.

(a) Landlord's Work. Landlord and Tenant have approved plans and specifications (the "**Plans and Specifications**"), which are attached hereto as Exhibit B-1, that set forth the requirements for the work to be performed by Landlord (the "**Landlord's Work**"). Landlord will perform the Landlord's Work as contemplated in Section 2.06, below. Any change or revision to Landlord's Work must be approved by Tenant in accordance with Section 2.05(b).

(b) Plans and Specifications for Landlord's Work.

(i) Plans and Specifications. Within thirty (30) days following the Effective Date, Landlord will cause plans for the Landlord's Work to be prepared by Landlord's architect in accordance with the Project Specifications, and will submit the proposed preliminary plans to Tenant for Tenant's approval. Tenant will approve such plans, or will state its reasons for disapproval in writing, within ten (10) days after its receipt thereof from Landlord. Tenant will not withhold or condition its approval thereof except for just and reasonable cause, and will not act in an arbitrary or capricious manner with respect to the approval thereof. If Tenant notifies Landlord within the aforesaid ten (10) day period of its disapproval of the proposed plans and states its reasons for disapproval, then Landlord and Tenant will work in good faith to resolve any item of disapproval identified in the preliminary plans and, upon any revisions to the plans, Landlord shall resubmit the plans to Tenant for Tenant's approval. If Tenant fails to provide its written approval or disapproval, in writing, within the aforesaid ten (10) day period, then each day thereafter until Tenant does provide its written approval or disapproval will constitute one (1) day of Tenant Delay (as such term is defined below). Further, if Tenant is late in responding to any plans and Landlord so notifies Tenant, in writing, that Tenant has failed to respond within the aforesaid ten (10) day period, then Tenant's failure to provide such written approval or disapproval within ten (10) days after such written notification will constitute Tenant's approval of the plans. The plans for the Landlord's Work as approved, or deemed to have been approved, by Tenant will automatically become the "**Plans and Specifications**" hereunder. The Parties anticipate agreement upon and approval of the Tenant Finish Plans and Specifications by both Parties prior to sixty (60) days following the Effective Date (the "**Planning Period**") and any failure to do so shall be treated as Tenant Delay, provided the Landlord has not unreasonably withheld or delayed such approval. In the event of any conflict between the approved Plans and Specifications and the Project Specifications, the approved Plans and Specifications shall control.

(ii) Modifications of Plans and Specifications and Tenant Plans. There shall be no deviations from the Plans and Specifications or Tenant Plans without the prior written approval of Landlord and Tenant, except for minor dimensional changes. Any deviations to the Plans and Specifications shall be in compliance with Section 2.05 hereof.

(c) Tenant's Work. Landlord and Tenant also have approved plans and specifications for additional tenant finish improvements (including but not limited to drawings, specifications and

renderings) with respect to the installation of Tenant's betterments, fixtures, furnishings, equipment, racking and signage (the "**Tenant Plans**"), which set forth in detail the requirements of the work to be performed by Tenant at its sole cost and expense in the Leased Premises ("**Tenant's Work**"), and a copy of which are attached hereto as Exhibit B-2. **Tenant shall be solely responsible for the cost and expenses of all work necessary to complete the Tenant's Work and prepare the Leased Premises for initial occupancy by Tenant that is not expressly included in Landlord's Work.**

Section 2.04. Tenant's Early Access. Landlord will use commercially reasonable efforts to grant access to the Leased Premises to Tenant on August 2, 2023 ("**Early Access Date**"), in order for Tenant to store and install, at Tenant's sole cost and expense, Tenant's racking, and other trade fixtures, equipment, furniture, and systems; provided, however, that (a) Tenant acknowledges that Landlord will be working in the Leased Premises during such early access period and agrees that such early access by Tenant shall not interfere with or delay the performance of Landlord's Work other than in a de minimis way; (b) Tenant shall indemnify Landlord from any damage or liability to the extent caused by such early access by Tenant or Tenant's contractors, agents, or invitees; (c) Tenant shall provide Landlord proof that all insurance Tenant is required to carry under this Lease is in full force and effect on or before the date of such early access by Tenant or Tenant's contractors, agents, or invitees; (d) any work performed by Tenant during such period of early access shall comply with any and all applicable Legal Requirements (as defined below), and Tenant shall provide copies of any required permits or inspections for such work to Landlord; (e) Tenant shall comply with all terms and conditions of this Lease other than the obligation to pay any Monthly Rental Installment; and (f) Tenant shall be responsible for obtaining all applicable permits and inspections relating to any such work by Tenant prior to the Commencement Date.

Section 2.05. Change Orders. Except as expressly provided below, the parties will authorize all changes to the Plans and Specifications or Tenant Plans by executing written change orders in compliance with the procedures provided in this Section 2.05 ("**Change Orders**").

(a) Tenant Requested Change Orders. Prior to the commencement of or at any time during the performance of Landlord's Work, Tenant may request changes in the Plans and Specifications or in the Tenant Plans consisting of additions, deletions or other revisions to the Plans and Specifications or Tenant Plans. Upon Landlord's receipt of Tenant's notice of a requested change, Landlord shall determine, in its reasonable discretion, whether Tenant's proposed changes to the Plans and Specifications or the Tenant Plans are acceptable, and what, if any, additional changes may need to be made, including changes in the construction schedule (including the Target Date and Early Access Date), to accommodate Tenant's request(s) (herein referred to as "**Conforming Changes**"). Landlord will then complete, sign, and forward to Tenant a Change Order, detailing the changes in the scope of the Landlord's Work and/or in the construction schedule (including the Target Date and Early Access Date) as requested by Tenant, along with any Conforming Changes, and within ten (10) days of Tenant's receipt of that Change Order, Tenant shall give Landlord written notice accepting the proposed Change Order. If Tenant fails to give Landlord written notice accepting the proposed Change Order within such ten (10) day period, then Tenant will be deemed to have *rejected* the proposed Change Order and Landlord will proceed with the completion of Landlord's Work without making the proposed change. Alternatively, if Tenant accepts the proposed Change Order by signing it and returning it to Landlord within the prescribed ten (10) day period, Landlord shall prosecute the changes in accordance with the requirements of that Change Order and the construction schedule (including the Target Date and Early Access Date) of Landlord's Work shall be extended as provided in such Change Order (if applicable) and the costs of such Change Order shall be paid by Tenant as provided in Section 2.05(d), below. Landlord shall not be obligated to implement any change to Landlord's Work unless Landlord and Tenant each execute and deliver to one another a mutually acceptable Change Order. A Change Order requested by Tenant and approved as provided herein may be referred to herein as a "**Tenant Change Order.**"

(b) Landlord Requested Change Orders. During the performance of Landlord's Work, Landlord may request changes in the Plans and Specifications or in the Tenant Plans consisting of additions, deletions or other revisions to the Plans and Specifications or in the Tenant Plans. Within ten (10) days of Tenant's receipt of notice of Landlord's written request for approval of a Change Order Tenant shall give Landlord written notice accepting or rejecting the proposed Change Order. If Tenant fails to give Landlord written notice rejecting the proposed Change Order within such ten (10) day period, then Tenant will be deemed to have *accepted* the proposed Change Order and Landlord will proceed with the completion of Landlord's Work as provided in such Change Order. If Tenant delivers written notice rejecting the proposed Change Order within such ten (10) day period, then Landlord either (a) will proceed with the completion of Landlord's Work without making the proposed change, or (b) will make appropriate and responsive revisions to the proposed Change Order to address the items listed in Tenant's rejection notice, and will then re-submit a revised version of the proposed Change Order to Tenant, for Tenant's approval, not to be unreasonably withheld, conditioned or delayed. A Change Order requested by Landlord and approved as provided herein may be referred to herein as a "**Landlord Change Order.**"

(c) Legal Requirements. The parties acknowledge and agree that Landlord has responsibility for ensuring that the Plans and Specifications, the Premises and Landlord's Work are each in compliance with all applicable laws, statutes, codes, ordinances, rules and/or requirements of all applicable governmental authorities having jurisdiction and/or regulatory authority (the "**Legal Requirements**") in effect as of the Commencement Date. Likewise, the parties acknowledge and agree that Tenant has responsibility for ensuring that the Tenant Plans and Tenant's Work are in compliance with all applicable Legal Requirements that pertain to the Tenant's Work.

(d) Change Order Costs. Landlord shall bear the cost of and/or be entitled to any savings realized from the implementation of any Landlord Change Order. Tenant shall bear the cost of any Tenant Change Order, while Landlord shall be entitled to any savings realized from the implementation of any Tenant Change Order. The costs associated with any Tenant Change Order that are payable by Tenant hereunder will include, without limitation, the costs of labor and material, design fees, construction management fees, interest and other reasonable carrying costs, sales or other excise taxes Landlord must pay in connection with the purchase of materials and services, and an administrative charge equal to twelve percent (12%) for soft costs of implementing any Tenant Change Order (the "**Aggregate Change Order Cost**"), and Tenant shall have the option to pay any and all costs associated with any Tenant Change Order in advance of Landlord commencing the work provided in any such Tenant Change Order. All Tenant Change Orders shall be subject to the Landlord's prior written consent in its sole and absolute discretion. Notwithstanding anything to the contrary contained in this Lease, as a condition to approving any such Tenant Change Order(s) which would cause the Aggregate Change Order Cost to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00), Landlord may condition its approval on Tenant's prior agreement to pay in full the amount of such increase to Landlord within ten (10) days of the execution of such Tenant Change Order as set forth above. In the event that Tenant does not pay for any Tenant Change Orders in advance, Landlord will keep a running balance of the Aggregate Change Order Cost and reflect the same on each Tenant Change Order. Upon Substantial Completion of the Landlord's Work, Landlord will submit to Tenant a final statement of the total Aggregate Change Order Cost. Tenant shall pay the total Aggregate Change Order Cost to Landlord in a single lump sum, payable (in the event of Tenant's election of such option) thirty (30) days prior to the Commencement Date.

Notwithstanding anything to the contrary contained herein, in no event shall Tenant be liable or responsible for any Change Order costs relating to Change Orders that result from incomplete or incorrect Plans and Specifications or any failure of Landlord or its contractors or subcontractors to perform Landlord's Work in a good and workmanlike manner in compliance with the Plans and Specifications. Any such Change Orders shall be deemed to be Landlord Change Orders, the cost of which shall be payable by Landlord, as contemplated above.

Section 2.06. Performance of Construction. Landlord shall perform and complete the construction of Landlord's Work in a good and workmanlike manner in accordance with the Plans and Specifications and applicable Legal Requirements.

(a) Construction Schedule. Landlord shall notify Tenant of any material changes to the construction schedule (including the Target Date and Early Access Date). Tenant agrees to coordinate with Landlord regarding the installation of Tenant's phone and data wiring and any other trade related fixtures that Tenant desires to have installed in the Leased Premises, at Tenant's sole cost and expense. In addition, if and to the extent permitted by applicable laws, rules and ordinances, Tenant shall have the right to enter the Leased Premises prior to the scheduled date for Substantial Completion (as may be modified from time to time) in order to install fixtures (such as racking) and otherwise prepare the Leased Premises for occupancy, in accordance with the provisions of Section 2.04.

(b) Letter of Understanding. Promptly following the Commencement Date, Tenant shall execute Landlord's Letter of Understanding in substantially the form attached hereto as Exhibit C and made a part hereof, acknowledging (a) the Commencement Date of this Lease, and (b) except for any punchlist items or other items described in said letter which will be completed by Landlord, that Tenant has accepted the Leased Premises. If Tenant takes possession of and occupies the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises and that the condition of the Leased Premises and the Building was at the time satisfactory and in conformity with the provisions of this Lease in all respects, subject to any punchlist items or latent defects.

(c) Definitions. For purposes of this Lease (a) "**Substantial Completion**" (or any grammatical variation thereof) shall mean completion of construction of the Landlord's Work, subject only to punchlist items and any other items to be identified by Landlord and Tenant in a joint inspection of the Leased Premises prior to Tenant's occupancy, as established by an AIA architect's certificate of substantial completion and, if required, a certificate of occupancy (temporary or final) for the Leased Premises or other similar authorization issued by the appropriate governmental authority, and (b) "**Tenant Delay**" shall mean any delay in the completion of the Landlord's Work attributable to Tenant, including, without limitation (i) Tenant's failure to meet any time deadlines specified herein, (ii) Tenant Change Orders, (iii) the performance of any other work in the Leased Premises by any person, firm or corporation employed by or on behalf of Tenant, or any failure to complete or delay in completion of such work, (iv) Landlord's inability to obtain a certificate of occupancy for the Leased Premises because of the need for completion of all or a portion of improvements being installed in the Leased Premises directly by Tenant, (v) any failure of Landlord and Tenant to agree upon and approved the Plans and Specifications within the Planning Period, and (vi) any other act or omission of Tenant.

(d) Delay. In the event that (i) Tenant is denied access to the Leased Premises on the Early Access Date for the purposes provided in Section 2.04 or (ii) Landlord's Work is not complete on or before the Target Commencement Date, Landlord shall indemnify Tenant from any penalties or increased holdover rent actually incurred by Tenant as a result of its holdover occupancy at 1000 Keystone Parkway, Brook Park, Ohio (the "**Existing Premises**") whereby LPI VI-1000 Laich, Ltd dba Weston is the owner; provided, however, that Tenant shall not be entitled to such indemnity to the extent that any delay to the Target Commencement Date and the Early Access Date is caused by Tenant Delays (as hereinafter defined) or Force Majeure Events, and that the Target Commencement Date and the Early Access Date shall each be extended by the period of such delays. For the avoidance of doubt, the Landlord shall not be obligated to indemnify Tenant for the portion of any holdover rent at Tenant's Existing Premises up to the Tenant's current rental amounts due and owing under its existing lease. By way of example only, and solely for illustrative purposes, if Tenant currently pays base rent of \$100,000 per month at the Existing Premises, and the Landlord actually charges Tenant 125% of the monthly base rent during any holdover period, then Landlord shall indemnify Tenant for \$25,000 per month (i.e. the holdover penalty) if incurred by the Tenant,

and Tenant (without indemnity from Landlord) shall be responsible for base rent of \$100,000 per month at the Existing Premises during any holdover period. If Substantial Completion of the Landlord's Work is delayed as a result of Tenant Delay, then, for purposes of determining the Commencement Date, Substantial Completion of the Landlord's Work shall be deemed to have occurred on the date that Substantial Completion of the Landlord's Work would have occurred but for such Tenant Delay.

Section 2.07. Surrender of the Leased Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Leased Premises to Landlord in broom-clean condition and in good order, condition and repair; (b) remove from the Leased Premises (i) Tenant's Property (as defined in Section 7.01 below), (ii) all signage, and (iii) any alterations required to be removed pursuant to Section 6.04 below; and (c) repair any damage caused by any such removal and restore the Leased Premises to the condition existing upon the Commencement Date, reasonable wear and tear and casualty excepted. All of Tenant's Property that is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section 2.07 shall survive the expiration or any earlier termination of this Lease.

Section 2.08. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred fifty percent (150%) of the Monthly Rental Installments for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the same terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 2.08 shall in no way constitute consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event, including, without limitation, Landlord's right to recover from Tenant any consequential or punitive damages resulting from a holdover by Tenant after the expiration or earlier termination of this Lease.

ARTICLE 3 - RENT

Section 3.01. Base Rent. Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments (as set forth in Section 1.01(d) hereof) in advance, without demand, deduction or offset (except as otherwise provided in this Lease), on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. If the Commencement Date is not the first day of a calendar month, the first month's payment of Minimum Annual Rent for such partial month shall be prorated on the basis of a thirty (30) day month and the amount of the Monthly Rental Installment for Month 3 as set forth in Section 1.01(d), and shall be payable with the first full monthly payment of Minimum Annual Rent due hereunder. In consideration for the terms and conditions set forth in this Lease, the Monthly Rental Installment due from Tenant for the month(s) 1 and 2 of the Initial Term shall be abated (the "**Abated Rent**"). The Abated Rent shall not apply to, and Tenant shall remain responsible for the payment of any and all other sums due hereunder during the period of Abated Rent, including, but not limited to, any Additional Rent, in accordance with this Lease. Notwithstanding anything contained in this Lease to the contrary, in the event this Lease is terminated due to a Tenant default hereunder (beyond applicable notice or cure periods), Landlord shall be entitled to collect from Tenant the then unamortized (on a straight line basis over the first three (3) years of the Initial Term) portion of the Abated Rent, and such amount shall be immediately due and payable by Tenant to Landlord, in addition to any other rights and remedies of Landlord upon a default by Tenant under this Lease, provided, however that the parties acknowledge and agree that the foregoing is not intended to allow Landlord to collect the Abated Rent

twice (i.e. both as Abated Rent hereunder and as unpaid Base Rent pursuant to Section 12.02(b) below). For the avoidance of doubt, after the third (3rd) anniversary of the Commencement Date, Landlord shall have no further right to collect Abated Rent from Tenant upon a Tenant Default.

Section 3.02. Operating Expenses, Management Fee, and Annual Rental Adjustments.

(a) **“Operating Expenses”** shall mean the amount of all of Landlord’s costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Building and the Common Areas in good condition and repair for a particular calendar year (including all additional costs and expenses that Landlord reasonably determines that it would have paid or incurred during such year if the Building had been fully occupied), including by way of illustration and not limitation, the following: all Real Estate Taxes (as hereinafter defined), insurance premiums and deductibles; water, sewer, electrical and other utility charges other than the separately billed electrical, water, sewer and other charges paid by Tenant as provided in this Lease (or other tenants in the Building); painting; stormwater discharge fees; tools and supplies; repair costs; landscape maintenance costs; access patrols; license, permit and inspection fees; administrative fees; supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building (except as otherwise provided below); maintenance, repair and replacement of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, exterior walls, foundation, structural frame, roof, gutters and lighting; and maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any owners association; provided, however, maintenance, repairs, and replacement to the structural portion of exterior walls, foundations, and the structural frame of the building shall be performed at Landlord’s sole expense and shall not be includable in Operating Expenses. For the avoidance of doubt, routine maintenance of exterior walls, foundations, and the structural frame of the building performed by Landlord shall be includable in Operating Expenses (e.g. painting exterior of the building). The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (in accordance with generally accepted accounting principles), and only the amortized portion shall be included in Operating Expenses.

The following items shall be excluded from Operating Expenses: (1) leasing commissions, attorneys’ fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving vacant space in the Building for tenants or prospective tenants of the Building; (2) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or vacant space in the Building; (3) Landlord’s costs of any services sold to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Minimum Annual Rent and Operating Expenses payable under the lease with such tenant or other occupant; (4) the initial cost of constructing (but not repairs or replacements of), and any depreciation or amortization of the Building and Common Areas except as expressly permitted herein; (5) costs incurred due to a willful and voluntary violation by Landlord of any law, code, regulation, or ordinance but not including the cost incurred to cause the Building or property comply with any new or amended law, code, regulation, or ordinance enacted after the Effective Date; (6) interest on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money; (7) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Expenses; (8) repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible); (9) legal expenses incurred for (i) negotiating lease terms for prospective tenants, (ii) negotiating termination or extension of leases with existing tenants, or (iii) proceedings against any other specific tenant relating solely to the collection of rent or other sums due to Landlord from such tenant except those attorneys’ fees and other costs and expenses incurred in connection with negotiations, disputes or claims relating to items of Operating Expenses; (10) repairs resulting from any defect in the original design or construction of the Building and Common Areas; (11) reserves for replacement; (12) overhead and profit increments paid to subsidiaries or affiliates of Landlord for services provided to the

Building to the extent the same exceeds the costs that would generally be charged for such services if rendered on a competitive basis (based upon a standard of similar warehousing/manufacturing/office/distribution space in the Pertinent Market area) by unaffiliated third parties capable of providing such service, except the Management Fee set forth in Section 3.02(d), below; (13) expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged for directly but which are provided exclusively to another tenant or occupant of the Building; (14) any cost that is paid or reimbursed by third parties, including warranties and guaranties; and (15) any development fees, impact fees, taxes, special taxes or assessments the proceeds of which are used to pay for or finance the initial construction of improvements on adjoining property, or improvements required to be constructed as a condition of approval of the Landlord's Work.

(b) **"Tenant's Proportionate Share of Operating Expenses"** shall mean an amount equal to the product of Tenant's Proportionate Share times the Operating Expenses.

(c) **"Real Estate Taxes"** shall mean any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Common Areas, or against Landlord's business of leasing the Building (but not to include net income or profit taxes) by any authority having the power to so charge or tax, together with reasonable, out-of-pocket costs and expenses of contesting the validity or amount of the Real Estate Taxes. Real Estate Taxes shall not include late fees, interest or penalties arising by reason of Landlord's failure to timely pay any Real Estate Taxes.

(d) **"Management Fee"** shall mean a fee in an amount equal to three percent (3%) of the sum of the Minimum Annual Rent. The Management Fee shall constitute Additional Rent payable to Landlord for services provided by Landlord in connection with Landlord's property management responsibilities related to the Building as provided in this Lease.

Section 3.03. Payment of Additional Rent.

(a) Any amount required to be paid by Tenant hereunder (in addition to Minimum Annual Rent) and any charges or expenses properly incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered **"Additional Rent"** payable in the same manner and upon the same terms and conditions as the Minimum Annual Rent reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due (after written notice from Landlord) shall entitle Landlord to the remedies available to it for non-payment of Minimum Annual Rent.

(b) In addition to the Minimum Annual Rent specified in this Lease, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Lease Term, an amount equal to (i) Tenant's Proportionate Share of Operating Expenses and (ii) the Management Fee, for such calendar year. Landlord shall estimate the Tenant's Proportionate Share of Operating Expenses annually, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of (i) the estimated Tenant's Proportionate Share of Operating Expenses and (ii) the Management Fee. If Operating Expenses increase during a calendar year, Landlord may increase the estimated Tenant's Proportionate Share of Operating Expenses and the Management Fee during such year by giving Tenant at least thirty (30) days advance written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Tenant's Proportionate Share of Operating Expenses and the Management Fee divided by the number of months remaining in such year. Within a reasonable

time after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Tenant's Proportionate Share of Operating Expenses and the Management Fee. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next rent payment or payments due from Tenant (or pay to Tenant, if the Lease Term has expired or the Lease was terminated during such calendar year), as the case may be, the difference between the actual Tenant's Proportionate Share of Operating Expenses and the Management Fee for the preceding calendar year and the estimated amount paid by Tenant during such year. Tenant's Proportionate Share of Controllable Operating Expenses (as defined below) for each calendar year shall not increase by more than five percent (5%), on a cumulative basis, over the amount payable by Tenant for the previous calendar year ("**Controllable Operating Expenses Cap**"). For purposes of this Lease, (i) "**Uncontrollable Operating Expenses**" shall mean Real Estate Taxes; costs, dues, fees and assessments incurred under any declarations or covenants, or charges due to any owners association, declarant or other owner within the Park under any easement agreement or other agreement encumbering the Leased Premises and/or that is an appurtenance thereto; utility charges, assessments, fees and costs; insurance premiums and deductibles; snow and ice removal; and all repair, replacement and/or maintenance costs incurred by Landlord pursuant to this Lease (excluding, however, (A) any repair and/or maintenance costs incurred for the roof (including the roof membrane), exterior walls, foundation, concrete floor, structural frame and structural systems of the Building, and (B) any non-routine maintenance and repair of the Building Systems) or, with respect to any such expenses that are capital in nature, the amortized portion thereof as provided in Section 3.02 above for the applicable calendar year, and (ii) "**Controllable Operating Expenses**" shall mean all Operating Expenses other than Uncontrollable Operating Expenses. At the end of each calendar year, there shall be an adjustment if the amount paid by Tenant is more or less than Tenant's Proportionate Share of Operating Expenses actually incurred in that year, subject to the Controllable Operating Expenses Cap. This Section 3.03 shall survive the expiration or any earlier termination of this Lease.

Section 3.04. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of twelve percent (12%) per annum; provided, however, such interest rate shall not exceed the highest rate permitted by applicable law.

Section 3.05. Inspection and Audit Rights.

(a) Tenant shall have the right to inspect, at reasonable times and in a reasonable, strictly confidential manner, during the one hundred eighty (180) day period following the delivery of Landlord's statement of the actual amount of the Tenant's Proportionate Share of Operating Expenses (the "**Inspection Period**"), such of Landlord's books of account and records as pertain to and contain information concerning the Tenant's Proportionate Share of Operating Expenses for the prior calendar year in order to verify the amounts thereof. Such inspection shall take place at Landlord's office upon at least fifteen (15) days prior written notice from Tenant to Landlord. Landlord and Tenant shall act reasonably in assessing the other party's calculation of the Tenant's Proportionate Share of Operating Expenses. Tenant shall provide Landlord with a copy of its findings within thirty (30) days after completion of the audit.

(b) If the audit reveals that Landlord's calculation of the Tenant's Proportionate Share of Operating Expenses for the inspected calendar year was incorrect, and if undisputed by Landlord, the parties shall enter into a written agreement confirming such undisputed error and (i) if Tenant was found to have overpaid Tenant's Proportionate Share of Operating Expenses and the Management Fee, then Landlord shall make a correcting payment in full to Tenant within thirty (30) days or credit such amount against next due Additional Rent, or (ii) if Tenant was found to have underpaid Tenant's Proportionate

Share of Operating Expenses and the Management Fee, then Tenant shall make a correcting payment in full to Landlord within thirty (30) days . In the event of any errors on the part of Landlord that result in an overpayment by Tenant in excess of five percent (5%) over the actual Tenant's Proportionate Share of Operating Expenses for any calendar year, Landlord will also reimburse Tenant for the reasonable costs of the audit incurred by Tenant in an amount not to exceed Two Thousand and No/100 Dollars (\$2,000.00) within the above thirty (30) day period. If Tenant provides Landlord with written notice disputing the correctness of Landlord's statement, and if such dispute shall have not been settled by agreement within thirty (30) days after Tenant provides Landlord with such written notice, Tenant may submit the dispute to a reputable firm of independent certified public accountants selected by Tenant and approved by Landlord, and the decision of such accountants shall be conclusive and binding upon the parties. If such accountant decides that there was an error, Landlord will make correcting payment if Tenant overpaid such amount, and Tenant shall make a correcting payment to Landlord if Tenant underpaid such amount. The fees and expenses involved in such decision shall be borne by the party required to make a correcting payment. Any inspection or audit of Landlord's books and records shall in no event be performed by any person or entity being compensated on a contingency fee basis.

Section 3.06. Business Taxes. Tenant shall pay, during the Lease Term, all license fees and occupation taxes applicable to the business conducted by Tenant on the Leased Premises, and all taxes on any and all personal property owned or placed by Tenant and located upon the Leased Premises.

Section 3.07. Quiet Possession. If Tenant pays each Monthly Rental Installment and Additional Rent, and timely complies with all other terms, covenants, and conditions of this Lease, Tenant shall be entitled to occupy and enjoy the Leased Premises for the full Lease Term without molestation or disturbance by or from Landlord or anyone lawfully claiming by or through Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 4 - OCCUPANCY AND USE

Section 4.01. Use. Tenant shall use the Leased Premises for the Permitted Use as provided in Section 1.01(h), and for no other purpose without the prior written consent of Landlord.

Section 4.02. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and maintain the Leased Premises and conduct its business thereon in a lawful manner, and (ii) comply with and obey all reasonable directions, rules and regulations of Landlord, including the Building Rules and Regulations attached hereto as Exhibit D and made a part hereof, as may be reasonably modified from time to time by Landlord on reasonable written notice to Tenant. Any modifications of the Building Rules and Regulations shall not impose any additional affirmative obligations on Tenant or materially restrict Tenant's use of the Leased Premises unless Tenant's prior written approval thereof is obtained. If any of the Building Rules and Regulations is inconsistent with any express provision of this Lease, the express provision of this Lease shall prevail and the Building Rules and Regulations shall not be applicable to Tenant to the extent of the inconsistency.

Tenant will, at its expense, promptly comply with all Legal Requirements now or subsequently pertaining to Tenant's specific or unique use or occupancy of the Premises (as opposed to general use warehouse or distribution use) and obtain all permits made necessary by reason of the specific or unique nature of Tenant's use, occupancy and/or business conducted at the Leased Premises.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, injure, obstruct or interfere with the rights of other tenants or occupants of the Building. Landlord shall not be responsible to Tenant for the non-performance by any

other tenant or occupant of the Building of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly. Tenant shall not overload the floors of the Leased Premises. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord promptly therefor upon demand. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

Section 4.03. Landlord's Rights Regarding Use. Without limiting any of Landlord's rights specified elsewhere in this Lease (a) Landlord shall have the right at any time, without notice to Tenant, to control, change or otherwise alter the Common Areas in such manner as it reasonably deems necessary or proper and (b) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon reasonable notice (except in the event of an emergency when no notice shall be required) for the purposes of examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), showing the same to prospective purchasers, mortgagees or tenants, and making such repairs, alterations or improvements to the Leased Premises or the Building as Landlord may deem necessary or desirable. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor. Notwithstanding the foregoing, (i) Landlord shall use commercially reasonable efforts to give Tenant at least twenty-four (24) hours' notice prior to any such entry (except in the event of an emergency) and shall use commercially reasonable efforts to minimize the interference to Tenant's operations within the Leased Premises; (ii) Tenant shall at all such times have continuing access to the Leased Premises; (iii) Tenant shall have the right to require (except in the event of an emergency) that Landlord or Landlord's agents or employees be accompanied at all times by a representative of Tenant and any such entrants shall comply with Tenant's reasonable security, safety, or access procedures (except in the event of an emergency); and (iv) the Leased Premises shall be shown to prospective tenants only during the last six (6) months of the Lease Term.

ARTICLE 5 - UTILITIES

Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Leased Premises. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's Proportionate Share of the actual cost of such utilities and services (at rates that would have been payable if such utilities and services had been directly billed by the utilities or services providers) and Tenant shall pay such share to Landlord within thirty (30) days after receipt of Landlord's written statement. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other building service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder.

Notwithstanding the foregoing, in the event that (i) an interruption of utility service to the Leased Premises is due to Landlord's negligence or intentional wrongful acts and (ii) such interruption renders all or a portion of the Leased Premises untenable (meaning that Tenant is unable to use, and does not use, such space in the normal course of its business for the Permitted Use) for more than five (5) consecutive business days, then Tenant shall notify Landlord in writing that Tenant intends to abate rent. If service has not been restored within five (5) business days of Landlord's receipt of Tenant's notice, then the Monthly Rental Installment shall abate proportionately with respect to the portion of the Leased Premises rendered untenable on a per diem basis for each day after such five (5) business day period during which such portion of the Leased Premises remains untenable. Such abatement shall be Tenant's sole remedy for Landlord's failure to restore service as set forth above, and Tenant shall not be entitled to damages (consequential or otherwise) as a result thereof.

ARTICLE 6 - REPAIRS, MAINTENANCE AND ALTERATIONS

Section 6.01. Repair and Maintenance of Building. Landlord shall make all necessary repairs, replacements and maintenance to the roof, building fire sprinkler systems (but excluding any fire suppression system exclusively serving tenant improvements or tenant alterations), exterior walls, foundation, concrete floor, structural frame and structural systems of the Building and the parking and landscaped areas and other Common Areas. The cost of such repairs, replacements and maintenance shall be included in Operating Expenses to the extent provided in Section 3.02; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense. Except as expressly provided in this Section 6.01, Landlord shall have no other maintenance or repair responsibilities for the Leased Premises or the Building.

Section 6.02. Repair and Maintenance of Leased Premises. Tenant shall, at its own cost and expense, maintain the Leased Premises in good condition, regularly servicing and promptly making all repairs and replacements thereto, including but not limited to the electrical systems, heating, ventilating and air conditioning systems ("HVAC"), plate glass, floors, windows and doors (including all dock and drive-in doors and all levelers and bumpers), plumbing systems, and any and all other Building systems or other aspects of the Leased Premises (including, without limitation, any of Tenant's server rooms, clean rooms, freezers, or other specialty equipment) which are not expressly required of Landlord under Section 6.01. Tenant shall obtain a preventive maintenance contract on both the HVAC systems and the dock equipment and provide Landlord with copies thereof. The preventive maintenance contracts shall meet or exceed Landlord's standard maintenance criteria, and shall provide for the inspection and maintenance of the HVAC systems and dock equipment on at least a semi-annual basis. Notwithstanding anything contained in this Section 6.02 to the contrary, and provided that Tenant maintains the required preventive maintenance contract, Landlord shall be responsible for the cost and expense and the performance of any necessary repair or replacement of the HVAC system servicing the Leased Premises during the first (1st) year of the Initial Term; thereafter, Tenant shall be liable for any repairs and/or replacements of the HVAC system servicing the Leased Premises. In the event that any repair and replacement of the HVAC that is capital in nature is required and Landlord and Tenant, acting in good faith, reasonably agree that the cost thereof will be more than \$2,500.00 per unit per calendar, then provided that the such repair and replacement is not due to or necessary as a result of, in whole or in part, the acts, omissions, negligence, misuse or default of Tenant, its employees, agents, customers or invitees and provided further that Tenant has strictly complied with Tenant's obligation to implement a regularly scheduled program of preventive maintenance and repair of the HVAC systems which complies with the requirements of the applicable manufacturers', suppliers', and contractors' warranties, Landlord shall be responsible for such repair and replacement and the entire cost thereof provided, however that any costs so incurred by Landlord shall be amortized in equal installments over their useful lives in accordance with generally accepted accounting principles, consistently applied with interest at the annual rate of seven percent (7%) and Tenant shall reimburse Landlord for the amortized amount included within the remaining Lease Term (including any extensions thereof) as Additional Rent. To the extent the HVAC requires repair and replacement because of the acts, omissions, negligence, misuse or default of Tenant, its employees, agents, customers or invitees or Tenant's failure to comply with its obligations under this Section 6.02, Tenant shall be responsible for completing such repair and replacement solely at Tenant's cost and expense.

Section 6.03. Warranties. If, and to the extent, Landlord receives warranties from the manufacturers, contractors or installers of certain portions of the Leased Premises, or the systems, equipment or fixtures comprising the same ("**Third Party Warranties**"), Landlord will reasonably assist Tenant in connection with the administration and enforcement of any such Third Party Warranty to the extent they impact the Leased Premises. Notwithstanding anything contained in Section 6.02 to the contrary, Landlord hereby warrants to Tenant that the workmanship and material of all mechanical,

electrical, plumbing and other systems and fixtures in or serving the Leased Premises (including all dock and drive-in doors and all levelers and bumpers) will be and remain in good working order, and any necessary repairs or replacements thereto during the first twelve (12) months of the Lease Term shall be performed by and at the expense of Landlord within a reasonable time upon receiving written notice from Tenant during such twelve (12) month warranty period, and after the expiration of such twelve (12) month warranty period, any and all such repairs or replacements shall be performed by and at the expense of Tenant in a manner that will not adversely affect the validity or enforceability of any relevant Third Party Warranty. Notwithstanding anything herein to the contrary, the warranty described herein may not be assigned or transferred by successors. As is customary with new construction, "nail popping," minor cracks, and other shifting or settling may occur in the floors, walls, and ceilings of the Leased Premises, and such issues are not caused by faulty workmanship or defective materials, but result due to normal settling and shifting of the Leased Premises and/or shrinkage of materials. Landlord shall not be responsible, under the foregoing warranty or otherwise, for any repairs, decorating, or painting necessitated or desired by virtue of the normal settling and shifting of the Leased Premises or shrinkage of materials.

THE WARRANTIES CONTAINED IN THIS SECTION 6.03 ARE THE ONLY WARRANTIES MADE BY LANDLORD IN CONNECTION WITH THE CONSTRUCTION OF THE LEASED PREMISES. LANDLORD MAKES NO WARRANTY WHICH IS NOT SET FORTH IN THIS LEASE AND LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT, EXCEPT AS PROVIDED IN THIS SECTION 6.03, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OR CONDITION OF THE LEASED PREMISES, AND THE FIXTURES THERETO AND SYSTEMS THEREIN ARE HEREBY DISCLAIMED AND WAIVED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY THAT THE LEASED PREMISES WILL BE REASONABLY SUITED FOR ITS INTENDED USE OR FREE OF LATENT DEFECTS. LANDLORD'S OBLIGATIONS UNDER THE WARRANTIES SET FORTH IN THIS LEASE ARE EXPRESSLY LIMITED TO THE ACTUAL COST OF THE LABOR AND MATERIALS TO REPAIR OR REPLACE THE DEFECTS, OR THE DEFECTIVE PORTION OF THE WAREHOUSE FLOOR, AS THE CASE MAY BE. LANDLORD SHALL NOT BE LIABLE TO TENANT FOR ANY OTHER CLAIMS, COSTS OR DAMAGES (ACTUAL, CONSEQUENTIAL OR OTHERWISE) RELATING TO, OR ARISING OUT OF ANY ITEM OR MATTER COVERED BY THIS WARRANTY EXCEPT TO THE EXTENT RESULTING FROM NEGLIGENCE OR MISCONDUCT OF LANDLORD OR ITS EMPLOYEES, CONTRACTORS, OR AGENTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, TENANT ACKNOWLEDGES THAT LANDLORD IS LEASING THE LEASED PREMISES TO TENANT ON AN "AS-IS, WHERE-IS" BASIS, AND TENANT FURTHER ACKNOWLEDGES THAT IT IS ACCEPTING THE LEASED PREMISES ON SUCH BASIS WITH ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BEING EXCLUDED.

Notwithstanding the Landlord warranties provided in this Section 6.03, Tenant shall be fully liable for all costs to replace and/or repair any of the foregoing which are required due to the negligence, misuse, or default of Tenant, its employees, contractors, agents, customers or invitees.

Section 6.04. Alterations. Tenant shall not permit any alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing, which approval shall not be unreasonably withheld, conditioned or delayed. As a condition of such approval, Landlord may require Tenant, by written notice to Tenant at the time Landlord provides its approval with respect to such alterations in the event Tenant so requests such determination by Landlord in writing, to remove the alterations and restore the Leased Premises to its condition prior to the installation of the alterations, ordinary wear and tear excepted, upon termination of this Lease; otherwise, all such alterations (excluding Tenant's Property (as defined in Section 7.01 below)) shall at Landlord's option become a part of the realty and the property of Landlord, and shall not be removed by Tenant. Tenant shall ensure that all alterations

shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner, of quality equal to or better than the original construction of the Building, and in a manner that will not adversely affect the validity or enforceability of any Third Party Warranty. In the event that Tenant desires to place any equipment or fixtures on the roof of the Building, (x) Tenant must provide to Landlord, at Tenant's sole cost and expense, written evidence (i) prior to the commencement of any such work, that Landlord's roofing contractor (or another contractor approved by the then-current issuer of Landlord's roof warranty) has confirmed that the proposed work will not void or adversely affect the coverage under Landlord's roof warranty; and (ii) upon completion of any such work, that the work has been inspected by Landlord's roofing contractor (or another contractor approved by the then-current issuer of Landlord's roof warranty) and that such work does not in any way void or adversely affect the coverage under Landlord's roof warranty; (y) Tenant shall be solely responsible for the installation, maintenance, repair, operation, and replacement of any such equipment or fixtures, including obtaining and maintaining any requisite permits and/or approvals for the installation and operation of such equipment or fixtures; and (z) Tenant shall be solely responsible for repairing any damage to the roof caused by Tenant's installation or operation of any equipment or fixtures on the roof of the Building. All alterations shall be at the sole cost and expense of Tenant and no person shall be entitled to any lien derived through or under Tenant for any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record within thirty (30) days after receipt of written notice of the existence of such lien. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with Tenant's exercise of its rights under this Section 6.04.

ARTICLE 7 - INDEMNITY AND INSURANCE

Section 7.01. Release. All of Tenant's trade fixtures, merchandise, inventory, special fire protection equipment, telecommunication and computer equipment, supplemental air conditioning equipment, kitchen equipment and all other personal property in or about the Leased Premises, the Building or the Common Areas, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Common Areas at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "**Tenant's Property**"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord (and its affiliates, property managers and mortgagees) from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, the Building or the Common Areas, except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 7.01 shall limit (or be deemed to limit) the waivers contained in Section 7.06 below. In the event of any conflict between the provisions of Section 7.06 below and this Section 7.01, the provisions of Section 7.06 shall prevail. This Section 7.01 shall survive the expiration or earlier termination of this Lease.

Section 7.02. Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors of all tiers harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Common Areas, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence within the Leased Premises, in all such cases except to the extent of personal injury and/or property damage caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section

7.02 shall limit (or be deemed to limit) the waivers contained in Section 7.06 below. In the event of any conflict between the provisions of Section 7.06 below and this Section 7.02, the provisions of Section 7.06 shall prevail. This Section 7.02 shall survive the expiration or earlier termination of this Lease.

Section 7.03. Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors and except to the extent any such act or omission is reasonably caused by Tenant's failure to comply with its obligations under this Lease. Nothing contained in this Section 7.03 shall limit (or be deemed to limit) the waivers contained in Section 7.06 below. In the event of any conflict between the provisions of Section 7.06 below and this Section 7.03, the provisions of Section 7.06 shall prevail. This Section 7.03 shall survive the expiration or earlier termination of this Lease.

Section 7.04. Tenant's Insurance.

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering Tenant's use of the Leased Premises against claims for bodily injury or death or property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of \$2,000,000.00 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance in the amount of the full replacement cost of Tenant's Property (including, without limitation, alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Section 2.03 above), which insurance shall waive coinsurance limitations.

(iii) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law.

(iv) Business Interruption Insurance. Business Interruption Insurance with limits not less than an amount equal to one (1) year of rent hereunder.

(v) Automobile Insurance. Comprehensive Automobile Liability Insurance insuring bodily injury and property damage arising from all owned, non-owned and hired vehicles, if any, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident.

(b) All insurance required to be carried by Tenant hereunder shall (i) be issued by one or more insurance companies licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of A VII or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse without endeavoring to provide no less than thirty (30) days' prior written notice to Landlord. In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord, and any mortgagee requested by Landlord, as additional insureds

under its commercial general liability, excess and umbrella policies (but only to the extent of the limits required hereunder). On or before the Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, and that with the exception of Worker's Compensation insurance (if applicable), such insurance is primary and non-contributory. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish to Landlord not more than five (5) days after Landlord's written request therefor such certificates of insurance or copies of insurance policies (if applicable), Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

Section 7.05. Landlord's Insurance. During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below (the cost of which shall be included in Operating Expenses):

(a) Liability Insurance. Commercial General Liability Insurance, ISO Form CG 00 01, or its equivalent, covering the Common Areas against claims for bodily injury or death and property damage, which insurance shall be primary and non-contributory and shall provide coverage on an occurrence basis with a per occurrence limit of \$2,000,000.00 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Property Insurance. Special Form Insurance in the amount of the full replacement cost of the Building, including, without limitation, any improvements, if any, made pursuant to Section 2.03 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 7.04 above.

Section 7.06. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord (and its affiliates, property managers and mortgagees) and Tenant (and its affiliates) hereby waive any rights each may have against the other on account of any loss of or damage to their respective property, the Leased Premises, its contents, or other portions of the Building or Common Areas arising from any risk which is required to be insured against by Sections 7.04(a)(ii), 7.04(a)(iii) and 7.05(b) above. The special form property insurance policies and worker's compensation insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

ARTICLE 8 - CASUALTY

In the event of total or partial destruction of the Building or the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same within one hundred eighty (180) days after such casualty (the "**Scheduled Completion Date**"); provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord pursuant to the Landlord's Work, if any. Notwithstanding the foregoing, Landlord shall not be in default for failing to timely complete such restoration and repair unless Tenant provides to Landlord written notice of default for such failure on or after the Scheduled Completion Date and Landlord fails to complete such restoration and repair within

thirty (30) days of receiving such notice. The Monthly Rental Installments shall proportionately abate during the time that the Leased Premises or any part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Building and the Leased Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing; provided, however, that the Monthly Rental Installment shall proportionately abate during the time that the Leased Premises or any part thereof are unusable because of any such casualty.

ARTICLE 9 - EMINENT DOMAIN

If all or any substantial part of the Building or Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises or Building or Common Areas shall be acquired by the exercise of eminent domain so that the Leased Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. All damages awarded shall belong to Landlord; provided, however, that Tenant may claim dislocation damages if such amount is not subtracted from Landlord's award.

ARTICLE 10 - ASSIGNMENT AND SUBLEASE

Tenant shall not assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises in whole or in part without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion; provided, that the reasons Landlord may withhold or condition its consent in a reasonable manner shall include, without limitation, the following: (i) the Leased Premises are or may be in any way adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder, or (iv) the prospective assignee or subtenant is a current tenant at the Park or is a bona-fide third-party prospective tenant. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, but upon at least ten (10) days' prior notice to Landlord (except no advance notice shall be required where not practicable due to confidentiality or non-disclosure needs, such as those involved with a site closure or sale of an operating group of Tenant); provided, however, Tenant shall promptly notify Landlord as soon as reasonably practicable in such events and in any event not later than 5 days after the effective date of such transaction), to (a) sublet all or part of the Leased Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; or (b) assign all or any part of this Lease to any related corporation or other entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or to a successor entity into which or with which Tenant is merged or consolidated, provided that the Guaranty (defined below) remains in effect, and provided further that Guarantor reaffirms the Guaranty in writing and that such successor entity assumes all of the obligations and liabilities of Tenant (any such entity is sometimes referred to herein as a **"Permitted Transferee"**). In the event of any assignment or subletting of this Lease, (i) Tenant shall remain primarily liable hereunder, and any extension, expansion, rights of first offer, rights of first refusal or other options granted to Tenant under this Lease shall be rendered void and of no further force or effect except only those in favor of a Permitted Transferee; and (ii) any Guarantor (as defined below) shall not be relieved of liability under any Guaranty executed pursuant hereto. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be consent to the assignment of this Lease or the subletting of the Leased

Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

If Tenant shall make any assignment or sublease, with Landlord's consent, for a rental in excess of the rent payable under this Lease, Tenant shall pay to Landlord fifty percent (50%) of any such excess rental (after deduction of Tenant's reasonable costs of subletting or assignment) upon receipt. Tenant agrees to pay Landlord Five Hundred and No/100 Dollars (\$500.00) upon demand by Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises as consideration for Landlord's consent.

No assignment of this Lease by Tenant or subletting of all or any portion of the Leased Premises shall be effective unless and until Tenant shall deliver to Landlord (i) all information reasonably requested by Landlord in connection with evaluating a proposed assignee or subtenant, and (ii) an agreement, in form and substance reasonably satisfactory to Landlord, pursuant to which (i) in the case of an assignment, such assignee assumes and agrees to be bound by all of the provisions of this Lease and confirming the assignee's agreement to accept and be bound by all of the Tenant's obligations under this Lease; and (ii) in the case of a sublease, such subtenant acknowledges that its sublease is subject and subordinate to this Lease and agrees to be bound by the Lease.

ARTICLE 11 - TRANSFERS BY LANDLORD

Section 11.01. Sale of the Building. Landlord shall have the right to sell the Building at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability hereunder for matters first arising from and after the date of such conveyance.

Section 11.02. Estoppel Certificate. Within ten (10) business days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate substantially on Tenant's standard form attached as Exhibit E certifying (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Building.

Section 11.03. Subordination. This Lease is and shall be expressly subject and subordinate at all times to the lien of any present or future mortgage or deed of trust encumbering fee title to the Leased Premises. If any such mortgage or deed of trust be foreclosed, upon request of the mortgagee or beneficiary ("Landlord's Mortgagee"), as the case may be, Tenant will attorn to the purchaser at the foreclosure sale. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that subordination of this Lease to any present or future mortgage or trust deed shall be conditioned upon the mortgagee, beneficiary, or purchaser at foreclosure, as the case may be agreeing that Tenant's occupancy of the Leased Premises and other rights under this Lease shall not be disturbed by reason of the foreclosure of such mortgage or trust deed, as the case may be, so long as Tenant is not in default under this Lease. Within ten (10) business days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost, a reasonable instrument to confirm the subordination of this Lease.

ARTICLE 12 - DEFAULT AND REMEDIES

Section 12.01. Default. The occurrence of any of the following shall be a "Default":

(a) Tenant fails to pay any Monthly Rental Installments or Additional Rent when due; provided, however, that Landlord agrees to give Tenant written notice of such failure twice during any calendar year during the Lease Term and from and after Landlord has given two (2) such notices during any calendar year, Tenant shall have committed a Default under this Lease in the event it fails to pay any further Monthly Rental Installments or Additional Rent during such calendar year when due and payable with no further notice required from Landlord during such calendar year. If notice is given as provided above, Tenant shall be in default if it fails to pay such delinquent Monthly Rental Installment or Additional Rent within five (5) business days after receipt of such notice.

(b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.

(c) Tenant vacates the Leased Premises and fails to make arrangements reasonably acceptable to Landlord to ensure that (i) insurance for the Leased Premises will not be voided or cancelled, (ii) the Leased Premises will be secured, and (iii) Tenant will comply with all maintenance obligations arising under Section 6.02, and (iv) Tenant will maintain utility services for the Leased Premises.

(d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 10 of this Lease.

(e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant or any Guarantor (and Tenant or such Guarantor fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant or any Guarantor is insolvent and unable to pay its debts as they become due; Tenant or any Guarantor makes a general assignment for the benefit of creditors; Tenant or any Guarantor takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or any Guarantor or their respective assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's or Guarantor's corporate charter if Tenant or such Guarantor is a corporation.

(f) The revocation of a Guaranty by any Guarantor or the death, incapacity, dissolution, and/or termination of any Guarantor.

Section 12.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those stated elsewhere in this Lease and those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant:

(a) Landlord may re-enter the Leased Premises and cure any Default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses that Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage that Tenant may sustain by reason of Landlord's action, except to the extent such loss or damage resulted directly from the gross negligence or willful misconduct of Landlord.

(b) Landlord may terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain

liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice. Furthermore, Tenant shall be liable to Landlord for the unamortized balance of any leasehold improvement allowance and brokerage fees paid in connection with the Lease and the Abated Rent.

(c) Without terminating this Lease, Landlord may terminate Tenant's right to possession of the Leased Premises, and thereafter, neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises. In such event, Tenant shall immediately surrender the Leased Premises to Landlord, and Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy that Landlord may have. Upon termination of possession, Landlord may re-let all or any part thereof as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be immediately obligated to pay to Landlord an amount equal to (i) the present value discounted at the prime rate of interest, as reported in the Wall Street Journal (the "**Prime Rate**") of the difference between the rent provided for herein and (A) that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease Term had this Lease not been terminated (said period being referred to herein as the "**Remaining Term**"), or (B) if not relet, then the market rent that Landlord could reasonably expect to receive with respect to the Leased Premises for the remaining Lease Term (the "**Accelerated Rent Difference**"); (ii) the costs of recovering possession of the Leased Premises and all other reasonable expenses, loss or damage incurred by Landlord by reason of Tenant's Default ("**Default Damages**"), which shall include, without limitation, expenses of preparing the Leased Premises for re-letting (other than costs of tenant improvements for the buildout specific to the new tenant), demolition, repairs, brokers' commissions and attorneys' fees, and (iii) all unpaid Minimum Annual Rent and Additional Rent that accrued prior to the date of termination of possession, plus any interest and late fees due hereunder (the "**Prior Obligations**"). Neither the filing of any dispossession proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.

(d) Landlord may terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination is equal to the sum of the following: (i) the value of the excess, if any, discounted at the Prime Rate of interest, of (A) the Minimum Annual Rent, Additional Rent and all other sums that would have been payable hereunder by Tenant for the Remaining Term, less (B) the aggregate reasonable rental value of the Leased Premises for the Remaining Term, as determined by a real estate broker licensed in the State of Ohio who has at least ten (10) years of experience, (ii) all of Landlord's Default Damages, and (iii) all Prior Obligations. Landlord and Tenant acknowledge and agree that the payment of the amount set forth in clause (i) above shall not be deemed a penalty, but shall merely constitute payment of liquidated damages, it being understood that actual damages to Landlord are extremely difficult, if not impossible, to ascertain. It is expressly agreed and understood that all of Tenant's liabilities and obligations set forth in this Section 12.02(d) shall survive termination.

(e) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the Default.

(f) If Landlord terminates this Lease or Tenant's right to possession, Landlord's duty to mitigate its damages under this Lease shall be as follows: (1) Landlord shall be required to use commercially reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space in the Building, (2) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Leased Premises, and (3) Landlord shall not be deemed to have failed to mitigate if it reasonably incurs costs and expenses for repairs,

maintenance, changes, alterations, and improvements to the Leased Premises (whether to prevent damage or to prepare the Leased Premises for reletting), brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to replacement tenants, and costs of collecting rent from replacement tenants. In recognition that the value of the Building depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals substantially below Landlord's published rates for new leases of comparable space at the Building at the time in question, or at Landlord's option, below the rates provided in this Lease, containing terms less favorable than those contained herein, shall not give rise to a claim by Tenant that Landlord failed to mitigate Landlord's damages. Tenant shall bear the burden of proving Landlord's failure to mitigate.

(g) Notwithstanding any provision to the contrary in this Lease or otherwise, in no event shall Tenant be liable for any consequential, exemplary, or punitive damages or lost profits as a result of a Tenant default hereunder, except as provided in connection with Section 2.06(d) above.

Section 12.03. Landlord's Default and Tenant's Remedies. Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease, and such failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently completes the same within a commercially reasonable period of time. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach; provided, however, in no event shall Landlord be liable for any consequential, exemplary, or punitive damages or lost profits as a result of a Landlord default hereunder, and Tenant shall not be entitled to terminate this Lease or withhold, offset, or abate any sums due hereunder except as expressly set forth in Articles 8 and 9 this Lease..

Section 12.04. Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease (beyond any applicable notice and cure period) and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building and any income therefrom for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 12.05. Non-waiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

Section 12.06. Attorneys' Fees. If either party defaults in the performance or observance of any of the terms, conditions, covenants or obligations contained in this Lease and the non-defaulting party obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees incurred in connection therewith. In addition, if a monetary Default shall occur and Landlord engages outside counsel to exercise its remedies hereunder, and then Tenant cures such monetary Default, Tenant shall pay to Landlord, on demand, all expenses incurred by

Landlord as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred.

ARTICLE 13 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES

Section 13.01. Environmental Definitions.

(a) **"Environmental Laws"** shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable during the Lease Term (as may be extended) to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Leased Premises.

(b) **"Hazardous Substances"** shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

Section 13.02. Restrictions on Tenant. Tenant shall not cause or knowingly permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with the Environmental Laws and the prevailing industry standards.

Section 13.03. Notices, Affidavits, Etc. Tenant shall promptly (a) notify Landlord of (i) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (ii) the presence or suspected presence of any Hazardous Substances in violation of any Environmental Laws on, under or about the Leased Premises, and (b) deliver to Landlord any notice received by Tenant relating to (a)(i) and (a)(ii) above from any governmental agency or other regulatory body. Tenant shall execute affidavits, representations and the like within ten (10) business days of Landlord's request therefor concerning Tenant's best knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

Section 13.04. Tenant's Indemnification. Tenant shall indemnify Landlord from any and all claims, losses, liabilities, costs, reasonable expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 13, to the extent required to remediate in compliance with Environmental Laws and to the condition immediately prior to such release or Tenant breach. The covenants and obligations under this Article 13 shall survive the expiration or earlier termination of this Lease, but in no event shall Tenant be liable for any consequential, speculative, or punitive damages in connection with any and all claims, losses, liabilities, costs, expenses and damages (including reasonable attorney's fees) resulting from Tenant's breach of its obligations, representations or warranties under this subsection.

Section 13.05. Existing Conditions. Notwithstanding anything contained in this Article 13 to the contrary, Tenant shall not have any liability to Landlord under this Article 13 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) (collectively, the **"Existing Conditions"**) except to the extent Tenant exacerbates the same.

Section 13.06. Remediation by Landlord and Landlord's Indemnification. In the event any Hazardous Substances within the Building, Park or Leased Premises are discovered in violation of Environmental Laws (except to the extent caused or exacerbated by Tenant, its agents, employees, contractors, subtenants, licensees, or invitees), Landlord shall remediate the same to the extent Landlord is required to do so by Environmental Laws at no expense to Tenant. Landlord shall indemnify Tenant from any and all claims, losses, liabilities, costs, expenses and damages (including reasonable attorney's fees) arising from any Existing Conditions ("**Loss**"). The obligations of Landlord under this Section 13.06 shall survive the expiration or earlier termination of this Lease, but in no event shall Landlord be liable for any consequential, speculative, or punitive damages in connection with any Loss resulting from Landlord's breach of its obligations, representations or warranties under this subsection.

ARTICLE 14 - MISCELLANEOUS

Section 14.01. Benefit of Landlord and Tenant. This Lease and the rights and obligations of Landlord and Tenant herein contained shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and permitted assigns. If this Agreement is executed by more than one party for Tenant, the obligations, covenants, representations, warranties, and indemnities of such persons or entities will be joint and several.

Section 14.02. Governing Law. This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 14.03. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions; pandemics or other widespread health emergencies (including without limitation the current COVID-19 pandemic); or acts or omissions of governmental or political bodies (collectively, "**Force Majeure Events**").

Section 14.04. Examination of Lease. Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant.

Section 14.05. Indemnification for Leasing Commissions. The parties hereby represent and warrant that the only real estate brokers involved in the negotiation and execution of this Lease are the Brokers and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto. Landlord shall pay any commissions due Brokers based on this Lease pursuant to separate agreements between Landlord and Brokers. In addition, Tenant acknowledges and agrees that Landlord shall not be responsible for the payment of any commission or other fee owed to the Brokers or any other real estate brokers resulting from Tenant's exercise of any renewal or expansion options granted to Tenant hereunder unless Tenant has previously notified Landlord in writing of both the identity of Tenant's broker and the amount of any such commission owed to Broker prior to Tenant exercising any such options to renew the Lease or expand the Leased Premises.

Section 14.06. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(i). If sent by overnight courier, the notice shall be deemed to have been given one (1) day

after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

Section 14.07. Partial Invalidity; Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 14.08. Financial Statements. So long as they are not publicly available on sec.gov or similar resource during the Lease Term, Tenant shall provide to Landlord on an annual basis within ten (10) days following the end of Tenant's fiscal year copies of Tenant's current financial statement prepared in accordance with generally accepted accounting principles. In addition, upon request by Landlord in connection with any refinancing, sale, or other recapitalization event related to the Building, Tenant shall provide to Landlord, within five (5) days of Landlord's request, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year. All such financial statements shall be signed by Tenant (or Guarantor with respect to Guarantor's financial statements to be provided below) or an officer of Tenant, if applicable, who shall attest to the truth and accuracy of the information set forth in such statements. In addition, Tenant shall provide to Landlord on an annual basis, a copy of Guarantor's most recent, audited schedule of consolidated stockholder's equity. Notwithstanding the foregoing, so long as the Guaranty is in effect and Guarantor is publicly traded with financials available on sec.gov or similar resource during the Lease Term, Tenant and Guarantor shall have no obligation to provide any financial statements or schedules to Landlord.

Section 14.09. Representations and Warranties.

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

Section 14.10. Signage. Tenant may, at its own expense, erect a sign on the exterior of the Building, including electrical for appropriate nighttime lighting, in locations approved by Landlord, concerning the business of Tenant that shall be in keeping with the décor and other signs on the Building. All signage (including the signage described in the preceding sentence) in or about the Leased Premises shall be first approved by Landlord and shall be in compliance with the any permitting requirements, codes and recorded restrictions applicable to the sign or the Building. The location, size and style of all signs shall be approved by Landlord. Tenant agrees to maintain any sign in good state of repair, and upon expiration of the Lease Term, Tenant agrees to promptly remove such signs and repair any damage to the Leased Premises.

Section 14.11. Parking. Tenant shall be entitled to the exclusive use of the twenty-one (21) trailer parking spaces located at the south end of the truck court, as shown on the Site Plan, plus the non-exclusive use of thirty-six (36) trailer parking spaces located directly across from Tenant's Leased Premises, as shown on the Site Plan. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its reasonable discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces between Tenant and other tenants. There will be no assigned parking unless Landlord, in its reasonable discretion, deems such assigned parking advisable. No vehicle may be repaired or serviced in the parking area and any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all actual costs thereof shall be borne by Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. There shall be no parking permitted on any of the streets or roadways located within the Park. In addition, Tenant agrees that its employees will not park in the spaces designated visitor parking.

Section 14.12. Consent. Where the consent of a party is required, such consent will not be unreasonably withheld, conditioned, or delayed, unless otherwise provided.

Section 14.13. Time. Time is of the essence of each term and provision of this Lease.

Section 14.14. Patriot Act. Each of Landlord and Tenant, each as to itself, hereby represents its compliance and its agreement to continue to comply with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("**Executive Order**"). Each of Landlord and Tenant further represents (such representation to be true throughout the Lease Term) (i) that it is not, and it is not owned or controlled by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (ii) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac.

Section 14.15. Recording. If Landlord or Tenant requests, the parties shall execute and acknowledge a short form of lease for recording purposes, which short form of lease shall be recorded at the expense of the party requesting the same, which party shall pay any documentary transfer tax or other special tax or assessment associated with, or triggered by, such recording.

Section 14.16. Execution of Lease; Counterparts. This Lease may be executed in counterparts and, when all counterpart documents are executed and delivered, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

Section 14.17. Security Deposit. Intentionally omitted.

Section 14.18. Guaranty. Simultaneously with the execution of this Lease, Tenant shall cause WestRock Company, a Delaware corporation ("**Guarantor**") to execute and deliver to and for the benefit of Landlord a guaranty of Tenant's obligations under and with respect to this Lease in the form attached hereto as Exhibit F (the "**Guaranty**"). Tenant acknowledges and agrees that Landlord's willingness to enter into this Lease with Tenant is expressly contingent upon the execution and delivery by Guarantor of the Guaranty to and for the benefit of Landlord.

[Remainder of page intentionally left blank; signature page follows.]

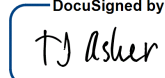
SIGNATURE PAGE TO LEASE

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the last date executed by either party set forth below (the “**Effective Date**”).

“**Landlord:**”

DROF BP #1, LLC,
a Delaware limited liability company

By: Weston Inc., its Manager

DocuSigned by:

By: TJ Asher
Printed: TJ Asher
Title: President Acquisitions/Development

Dated: 3/17/2023

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, _____, a Notary Public in and for the above State and County, on this _____ day of March, 2023, personally appeared _____, _____ of Weston Inc., an Ohio corporation, a Manager of DROF BP #1, LLC, a Delaware limited liability company, known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such Manager of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at Indianapolis, Indiana, this _____ day of March, 2023.

Notary Public
My commission expires: _____

“Tenant:”

VICTORY PACKAGING, L.P.,
a Texas limited partnership

DocuSigned by:

By: Mikal B. Haislip
Printed: Mikal B. Haislip
Title: SVP & Treasurer

DS
MR

Dated: 3/17/2023

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, _____, a Notary Public in and for the above State and County, on this _____ day of March, 2023, personally appeared _____, the _____ of Victory Packaging, L.P., a Texas limited partnership, known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such _____ of said limited partnership for and on behalf of the limited partnership, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited partnership, for the uses and purposes set forth in the instrument.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at _____, _____ this _____ day of March, 2023.

Notary Public
My commission expires: _____

EXHIBIT A
Legal Description of Real Property; Floor Plan and Site Plan of Leased Premises

Legal Description:

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio, and known as being part of Parcel "B" in a Lot Split and Consolidation of part of Original Middleburgh Township Lot Nos. 2, 3, 4 and 5, Section 11, as recorded in A.F.N. 202103050651 of Cuyahoga County Records, and bounded and described as follows:

Beginning at an iron monument found in the original centerline of Snow Road Extension, at its intersection with the easterly line of said Original Middleburgh Township Lot No. 4;

Thence North 1 degrees 17 minutes 45 seconds East, 50.00 feet to a nail set at an angle point in the northerly line of Snow Road Extension, variable width, and the principal place of beginning of the parcel herein described;

Thence North 88 degrees 15 minutes 03 seconds West along the northerly line of Snow Road Extension, 153.24 feet to a point at its intersection with the westerly line of said Parcel "B", being also the easterly line of a parcel of land conveyed to PNF-Cleveland, LLC by deed recorded as A.F.N. 201510020620 of Cuyahoga County Records, and from which point a capped iron pin (Illegible) found bears South 1 degree 44 minutes 57 seconds West, 0.15 feet; South 88 degrees 15 minutes 03 seconds East, 2.60 feet;

Thence North 1 degree 55 minutes 29 seconds East along the westerly line of said Parcel "B" 799.94 feet to an angle point, therein, and from which point a capped iron pin (Illegible) found bears South 1 degree 55 minutes 29 seconds West, 0.13 feet;

Thence North 88 degrees 17 minutes 22 seconds West along the westerly line of said Parcel "B", 272.29 feet to an angle point, therein, and from which point a 5/8" iron pin found bears South 88 degrees 17 minutes 22 seconds East, 1.05 feet; North 1 degree 42 minutes 38 seconds East, 1.55 feet;

Thence North 1 degree 42 minutes 38 seconds East along the westerly line of said Parcel "B" 132.71 feet to an angle point, therein, and from which point a capped iron pin (Octagon) found bears South 1 degree 42 minutes 38 seconds West, 0.15 feet, and a 5/8" iron pin found bears North 88 degrees 17 minutes 22 seconds West, 0.58 feet; South 1 degree 42 minutes 38 seconds West, 9.05 feet;

Thence North 58 degrees 22 minutes 21 seconds West along the westerly line of said Parcel "B", 49.77 feet to a capped iron pin (Octagon) found at its intersection with the southeasterly right-of-way conveyed to Pennsylvania Lines, LLC by deed recorded as A.F.N. 200208200162 of Cuyahoga County Records;

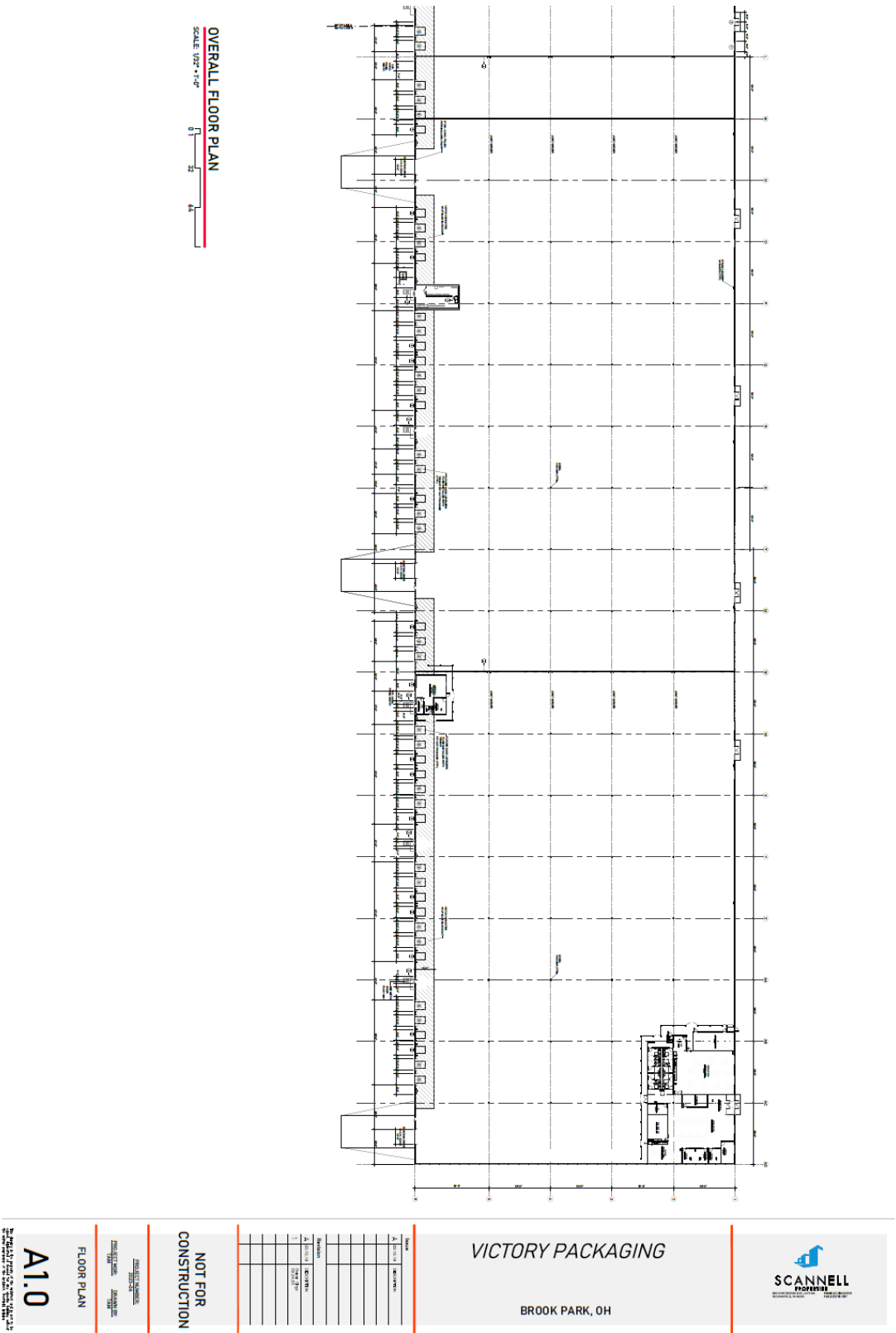
Thence North 31 degrees 40 minutes 37 seconds East along said southeasterly right-of-way, 906.27 feet to an iron pin set;

Thence South 88 degrees 10 minutes 46 seconds East, 630.26 feet to an iron pin set;

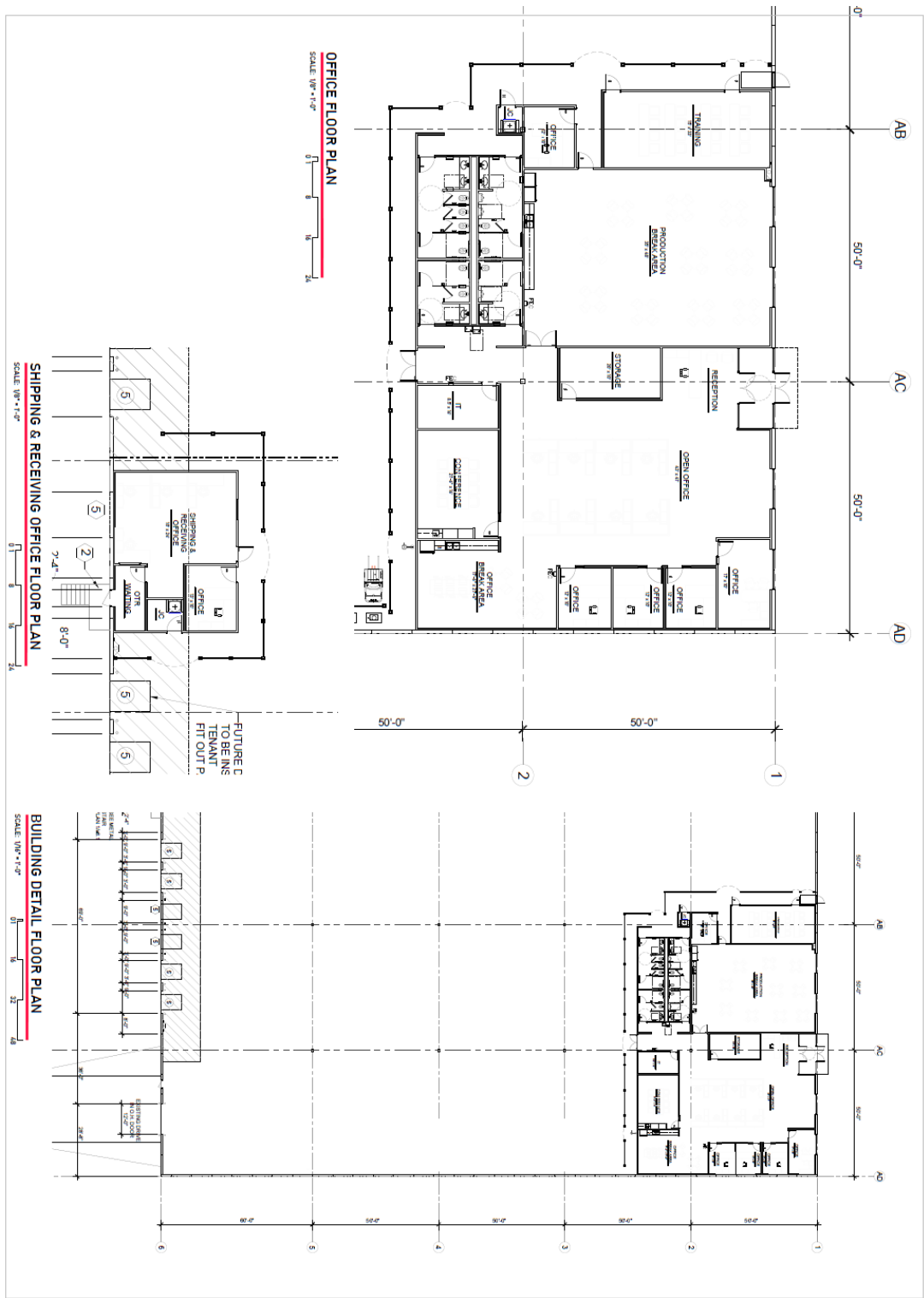
Thence South 1 degree 49 minutes 04 seconds West, 1742.63 feet to a nail set in the northerly line of Snow Road Extension;

Thence North 88 degrees 10 minutes 56 seconds West along the northerly line of Snow Road Extension, 614.00 feet to the principal place of beginning and containing 33.2696 acres of land as described by Donald G. Bohning & Associates, Inc. in July, 2022.

Site Plan of Leased Premises:



Floor Plan of Office Space for Leased Premises:



NOT FOR CONSTRUCTION

A1.1

FLOOR PLAN

VICTORY PACKAGING

BROOK PARK, OH

SCANNELL

EXHIBIT B-1

Plans and Specifications of Landlord's Work

Warehouse

- Dock doors
 - 25 dock doors (including dock locks, hydraulic pit levelers, shelter and bumpers)
 - 1 – Ramp
 - 2 - Waste/corrugated waste
 - Bollards on each side of dock doors
 - Duplex receptacles (non-dedicated) at 25 dock doors
- Receiving & Shipping Office
 - Include 2 offices; OM and IC
 - 2 cubicles – Supervisors, leads.
 - Janitor Closet, with running water and floor sink, attached/outside receiving/shipping office
 - Single men/women bathroom outside office
 - Seating area for OTR drivers with access to bathroom.
- Railing along pedestrian walkways around offices, breakrooms and bathrooms.
- 15 quad receptacles (non-dedicated) at columns to be coordinated tenant

Production

- Large breakroom – Estimated 35-45 employees
- Large restroom - Estimated 35-45 employees
- Training room off of breakroom for new hires & continuous training – 2 stations (could be offices, cubicles, etc.)
- Work station for Production Supervisor
- Entry for temporary workers
- Electrical distribution: quads/duplex outlets along columns and walls per mutually agreed upon plan

Other

- Pallet jack charging station (4 stations)
- exhaust as required by code
- Eye wash station
- Any other items required by code for electric forklift charging
- Sprinkler: ESFR
- Electrical

Office

- 4 offices
- Open area with 10-12 Cubicles
 - 2 - Receptionist/CSA
 - 1 - Inventory and/or safety
 - 5 - Sales
 - 2 for growth/visitors
- Conference Room – Estimate 21' x 16'
 - Sink, cabinets, countertop
- Large Storage Closet or office – Sales collateral/samples
- IT Closet
- Closet for coats & PPE
- Restroom for office only
- Breakroom for office only

EXHIBIT B-2
Tenant Plans for Tenant's Work

Tenant shall be responsible, at its sole cost and expenses, for the installation of any and all phone, data, network, communications, and security equipment installations, racking systems, and any and all other Tenant improvements, fixtures, furnishings, and equipment not expressly included in Landlord's Work. As soon as possible following the execution of this Lease, Landlord and Tenant shall enter into an appropriate amendment of this Lease to make any necessary adjustments to the Tenant Plans, including the addition of plans for Tenant's signage; Tenant's racking; Tenant's fixtures, furnishings, and equipment; and Tenant's communications and security equipment wiring as contemplated in Section 2.03(c) above.

EXHIBIT C
Form of Landlord's Letter of Understanding

Attn: _____, Property Manager

RE: Lease Agreement dated _____, 20____ (**"Lease"**) between
_____, a(n) _____ (**"Landlord"**) and
_____, a(n) _____ (**"Tenant"**) for the
premises located at _____, _____, _____ (the **"Leased
Premises"**).

Dear _____:

The undersigned, on behalf of Tenant, certifies to Landlord as follows:

1. The Commencement Date under the Lease is _____.
2. The rent commencement date is _____.
3. The expiration date of the Lease is _____.
4. The Lease (including any amendments or guaranties, if any) is the entire agreement between Landlord and Tenant as to the leasing of the Leased Premises and is in full force and effect.
5. Landlord has completed the improvements designated as Landlord's Work under the Lease (excluding punchlist items as agreed upon by Landlord and Tenant), if any, and Tenant has accepted the Leased Premises as of the Commencement Date.
6. To the best of the undersigned's knowledge, there are no uncured events of default by either Tenant or Landlord under the Lease.

IN WITNESS WHEREOF, the undersigned has caused this Letter of Understanding to be executed effective as of this _____ day of _____, 20____.

EXHIBIT – NOT FOR SIGNATURE

EXHIBIT D

Building Rules and Regulations

1. The sidewalks, entrances, driveways and roadways serving and adjacent to the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall control the Common Areas.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Leased Premises other than Landlord standard window coverings without Landlord's prior written approval. All electric ceiling fixtures hung in offices or spaces along the perimeter of the Building must be of a quality, type, design and tube color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened without written consent of Landlord.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Leased Premises, the Building or in the Common Areas including the parking area without the prior written consent of Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to such tenant.

4. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.

5. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. Landlord shall direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Leased Premises shall be subject to the approval of Landlord.

6. No vehicles, birds, or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Leased Premises, and no cooking shall be done or permitted by any tenant on the Leased Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No tenant shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Leased Premises.

7. The Leased Premises shall not be used for manufacturing, unless such use conforms to the zoning applicable to the area, and Landlord provides written consent. No tenant shall occupy or permit any portion of the Leased Premises to be occupied for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or a dance, exercise or music studio, or any type of school or daycare, or as a copy, photographic or print shop, or as an employment bureau, or for lodging or sleeping, or for any immoral or illegal purpose, without the express written consent of Landlord, in each of the foregoing instances.

8. No tenant, subtenant or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Leased Premises any flammable, combustible or explosive fluid, chemical or substance or firearm, except to the extent permitted by applicable laws.

9. Each tenant shall be responsible for securing and re-keying or changing the lock(s) for any access points to its Leased Premises upon taking possession of the same. No tenant shall change or place locks or bolts of any kind on any of the doors or windows within the Common Areas.

10. No tenant shall overload the floors of the Leased Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole cost and expense of Tenant, who shall reimburse Landlord immediately therefor upon demand.

11. Each tenant shall be responsible for all persons entering the Building at tenant's invitation, express or implied. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right without any abatement of rent to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants and the protection of the Building and the property in the Building.

12. Canvassing, soliciting and peddling in the Building are prohibited, and each tenant shall report and otherwise cooperate to prevent the same.

13. All equipment of any electrical or mechanical nature shall be placed by tenant in the Leased Premises in settings that will, to the maximum extent practicable, absorb or prevent any vibration, noise and annoyance.

14. There shall not be used in any space, either by any tenant or others, any hand trucks except those equipped with rubber tires and rubber side guards.

15. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by Landlord. Tenant and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose.

16. Tenants will ensure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

17. Tenant, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibility for any damage to or loss of vehicles.

18. Tenant shall be responsible for and cause the proper disposal of medical waste, including hypodermic needles, created by its employees.

19. No outside storage is permitted including without limitation the storage of trucks and other vehicles.

20. No tenant shall be allowed to conduct an auction from the Leased Premises without the prior written consent of Landlord.

It is Landlord's desire to maintain in the Building and Common Areas the highest standard of dignity and good taste consistent with comfort and convenience for tenants. Any action or condition not meeting this high standard should be reported directly to Landlord. Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Building and Common Areas, and for the preservation of good order therein. In the event of a conflict between the Lease terms and the terms of these rules and regulations, the terms of the Lease shall control.

EXHIBIT E
Form of Estoppel Certificate

TENANT ESTOPPEL CERTIFICATE ("Certificate")

To: Landlord and _____ (each a "**Recipient**")

Re: Lease Agreement dated _____ (together with any documents listed on Exhibit A, the "**Lease**"), by _____, a _____ ("**Landlord**"), and the undersigned tenant (the "**Tenant**"), for premises described in the Lease (the "**Premises**"), located at _____.

The undersigned, as Tenant under the Lease, certifies the following to Recipient as of the date written below:

1. Tenant is a party to the Lease. The Lease has not been amended or modified (excluding approvals, consents, or waivers given by Landlord, such as construction approvals or waivers of late fees) by any written instrument except as set forth on Exhibit A. Except as may be stated in the Lease, Tenant has no option for: (i) early termination, renewal, or extension of the Lease term, or (ii) purchase of the Premises.
2. Landlord has completed all improvements required by the Lease [except for _____].
3. Tenant is not owed any tenant allowance or rent credits [except for _____].
4. Tenant has paid base rent and Tenant's proportionate share of operating expenses or other pass-through expenses (if any) through and including _____. Except as may be required by the Lease, no rent, additional rent, or other sums due under the Lease has been paid more than one (1) month in advance.
5. Tenant has deposited a security deposit with Landlord in the amount of: _____.
6. To Tenant's Knowledge, there is no default under the Lease (after expiration of any notice and cure period), and neither party has sent a notice of default under the Lease which has not been cured.
7. Tenant is not the debtor in any bankruptcy or similar proceedings.

"**Knowledge**" means the current, actual knowledge of the person executing this document on behalf of Tenant, upon reasonable inquiry of those individuals responsible for administration of the Lease on behalf of the Tenant.

The truth and accuracy of the certifications contained herein may be relied upon the Recipient, its lenders, and each of their successors and assigns, including buyers or servicers of real estate or loan interests ("**Reliance Parties**").

This Certificate is made solely to estop the undersigned from asserting to or against Reliance Parties facts or claims contrary to those stated. This Certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or have legal effect other than estopping the undersigned. This Certificate does not modify in any way Landlord's relationship, obligations, or rights vis-a-vis Tenant.

This Certificate will not be interpreted or act to waive any Lease reconciliation reimbursement or audit rights.

TENANT: _____, LLC

By: _____

Name: _____

Title: _____

Date: _____

Tenant's current notice address for the Lease is:

1000 Abernathy Road NE, Suite 125

Atlanta, GA 30328

ATTN: General Counsel (Re: Real Estate Site/Roehm)

With required copy (by email only, and which shall not independently constitute 'notice') to:

-Director of Real Estate (realestate@westrock.com), and

- Matt Roehm, Associate General Counsel
matt.roehm@westrock.com

EXHIBIT A TO TENANT ESTOPPEL CERTIFICATE
List of Additional Lease Documents

CONFIDENTIAL

[Site Address]

EXHIBIT F
Form of Guaranty

PAYMENT GUARANTY OF LEASE ("Guaranty")

Re: Lease Agreement dated 3/17/2023 (the "**Lease**"), by and between DROF BP #1, LLC, a Delaware limited liability company ("**Landlord**"), and Victory Packaging, L.P., a Texas limited liability company ("**Tenant**"), for premises described in the Lease (the "**Premises**"), located at in Brook Park, OH.

Whereas, Landlord is unwilling to enter into the Lease unless the undersigned Guarantor guarantees the payment obligations of Tenant under the Lease, and Guarantor is willing to do so.

Accordingly, Guarantor, which has a financial interest in Tenant, agrees as follows:

1. Guaranty of Payment. Guarantor unconditionally guarantees to Landlord Tenant's full and punctual payment (whether at stated maturity, upon acceleration, early termination or otherwise) of any obligation of the Tenant to pay any amounts due and owing pursuant to the Lease (the "**Obligations**"), including the payment of all rent, additional rent, monetary damages, and other charges due under the Lease however titled, as well as all Obligations arising from any breach of Tenant's performance obligations under the Lease, including all restoration obligations.
2. Preference. If (a) any payment by Tenant to Landlord is held to constitute a preference under any bankruptcy law, or (b) Landlord is required for any reason to refund any such payment, or pay the amount thereof to any party, then (a) such payment by Tenant to Landlord shall not constitute a release of Guarantor from any liability under this Guaranty, (b) Guarantor shall pay the amount thereof to Landlord upon demand, and (c) this Guaranty shall continue to be effective or shall be reinstated, as the case may be, to the extent of any such payment.
3. Waivers. Guarantor waives notice of acceptance, presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, and notice of any breach or default by Tenant under the Lease. If Tenant defaults in the payment of any of its Obligations under the Lease, upon Landlord's demand, Guarantor will immediately pay the Obligations due and owing under the Lease. The liability of Guarantor will not be affected by (i) any release or discharge or rejection of the Lease in any Tenant bankruptcy, receivership, or similar proceedings, or (ii) the assignment, transfer, or sublease of all or part of the Premises. Landlord shall be under no obligation (a) to notify Guarantor of (i) its acceptance of this Guaranty or (ii) the failure of Tenant to timely pay or perform any of the Obligations, or (b) to use diligence in (i) preserving the liability of Tenant or any other party or (ii) bringing suit to enforce payment or performance of, or to collect, the Obligations. To the full extent allowed by applicable law, Guarantor waives all defenses (a) given to sureties or guarantors at law or in equity, other than the actual payment and performance of the Obligations, and (b) based upon questions as to the validity, legality, or enforceability of the Obligations.
4. No Waiver by Lease Waiver. Any act (or failure to act) of Landlord consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, may be done without notice to Guarantor and without affecting the obligations of Guarantor under this Guaranty.
5. Application of Security or Modifications of Lease. Guarantor's obligations will not be released by Landlord's receipt, application, or release of security given for the Obligations under the Lease, nor by any modification or amendment of the Lease, and this Guaranty shall continue to guarantee the payment of the Obligations as so modified and may be done without notice to Guarantor.

6. Subrogation. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of the Landlord against the Tenant with respect to such payment; provided that the Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the Obligations shall have been paid in full.
7. Lease Extensions. This Guaranty will apply to (i) the initial Lease Term (ii) to any extension or renewal of the Lease by any Guarantor affiliate (including Tenant) entered into during any period of affiliation, and (iii) any holdover under the Lease.
8. Modifications of Guaranty. This Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord.
9. Primary Obligation. Guarantor's obligations under this Guaranty are direct and primary, and Landlord shall not be required to pursue any other rights or remedies before invoking the benefits of this Guaranty. Specifically, Landlord shall not be required to exhaust its rights and remedies against Tenant or any other endorser, surety, guarantor, or other obligor. Landlord may maintain an action on this Guaranty, regardless of whether (a) Tenant is joined in such action or (b) a separate action is brought against Tenant.
10. Attorney's Fees and Costs. In any action to enforce this Guaranty, the prevailing party shall be entitled to receive its reasonable attorney's fees and costs incurred.
11. Successors and Assigns. For purposes of this Guaranty, the terms "Landlord" and "Guarantor" shall include their successors and assigns, and the rights and obligations of this Guaranty shall inure to their benefit. This Guaranty shall inure to the benefit of all transferees, credit participants, endorsees, successors, and assigns of Landlord.
12. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR AND LANDLORD WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND GUARANTOR ARISING OUT OF THIS GUARANTY OR ANY OTHER DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH OR ANY TRANSACTION RELATED TO THIS GUARANTY.
13. Representations. Guarantor hereby represents and warrants to Landlord that this Guaranty is the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms and conditions.
14. Statements. To the extent that the same are not otherwise readily available as a result of public filings, Guarantor shall provide to Landlord on an annual basis a copy of Guarantor's most recent financial statements prepared as of the end of Guarantor's fiscal year promptly after the completion thereof. Such financial statements shall be signed by Guarantor, who shall attest to the truth and accuracy of the information set forth in each such financial statement. All financial statements provided by Guarantor to Landlord shall be prepared in conformity with sound accounting principles, consistently applied.
15. Miscellaneous. This Guaranty shall be deemed to have been made under, and shall be governed by, the laws of the State in which the Leased Premises is located in all respects. Landlord is relying, and is entitled to rely, upon each and every one of the terms and conditions of this Guaranty. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Lease.

[SIGNATURE PAGE FOLLOWS]

Guarantor has executed this Guaranty effective as of the date indicated below.

GUARANTOR:

WESTROCK COMPANY,
a Delaware corporation

DocuSigned by:
By: Mikal B. Haislip
72F7E29F32B543A...
Its: SVP & Treasurer
Date: 3/17/2023

with Guarantor's address(es) for notices:

WestRock Company
1000 Abernathy Road NE, Suite 125
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate/Roehm)

With required copy (by email only, and which shall not independently constitute 'notice') to:

Director of Real Estate and Facilities (realestate@westrock.com)
Matt Roehm, Associate General Counsel (matt.roehm@westrock.com)

Guarantor may change its address by giving written notice thereof to Landlord

Certificate Of Completion

Envelope Id: BC29A09CBCDB44E586B053F668CFD317

Status: Completed

Subject: Please DocuSign: OH Brook Park - Lease - DROF BP #1, LLC/Victory Packaging, L.P.

Source Envelope:

Document Pages: 45

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 2

Tracy Tobin

AutoNav: Enabled

1000 Abernathy Road NE

Envelope Stamping: Enabled

Atlanta, GA 30328

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

tracy.tobin@westrock.com

IP Address: 142.215.224.71

Record Tracking

Status: Original

Holder: Tracy Tobin

Location: DocuSign

3/17/2023 2:42:47 PM

tracy.tobin@westrock.com

Signer Events**Signature****Timestamp**

Matt Roehm

DS
MR

Sent: 3/17/2023 3:01:14 PM

matt.roehm@westrock.com

Viewed: 3/17/2023 3:18:20 PM

Associate General Counsel

Signed: 3/17/2023 3:39:59 PM

WestRock

Signature Adoption: Pre-selected Style

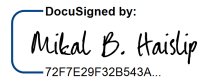
Security Level: Email, Account Authentication
(None)

Using IP Address: 70.240.204.213

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mikal B. Haislip

DocuSigned by:
Mikal B. Haislip
72F7E29F32B543A...

Sent: 3/17/2023 3:40:01 PM

ben.haislip@westrock.com

Viewed: 3/17/2023 3:40:39 PM

SVP & Treasurer

Signed: 3/17/2023 3:41:13 PM

WestRock

Signature Adoption: Pre-selected Style

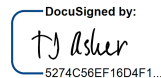
Security Level: Email, Account Authentication
(None)

Using IP Address: 12.2.124.123

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

TJ Asher

DocuSigned by:
TJ Asher
5274C56EF16D4F1...

Sent: 3/17/2023 4:40:40 PM

tjasher@teamweston.com

Viewed: 3/17/2023 4:41:50 PM

President Acquisitions/Development

Signed: 3/17/2023 4:42:00 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 75.179.169.143

Electronic Record and Signature Disclosure:

Accepted: 3/17/2023 4:41:50 PM

ID: c192d241-1797-4db0-91dc-3412f633b940

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
<p>Marc Pfleging marcp@scannellproperties.com Manager Scannell Properties #43, LLC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/17/2023 3:43:46 PM ID: 3d757f84-ae93-4d75-bce8-f759e41d558a</p>	COPIED	<p>Sent: 3/17/2023 4:40:43 PM Viewed: 3/17/2023 4:45:13 PM</p>
<p>Caitlyn Rodriguez caitlyn.rodriquez@westrock.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Colby Lazarov clazarov@victorypackaging.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Colliers Database LeaseAdmin.Atl@colliers.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Kishan Patel kishan.patel1@westrock.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Laquita Alexander laquita.alexander@westrock.com Lease Accounting Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Mirta San Miguel mirta.sanmiguel@westrock.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM
<p>Naomi Foy naomi.foy@westrock.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 3/17/2023 4:42:04 PM

Carbon Copy Events	Status	Timestamp
Renata Komarkova renata.komarkova@westrock.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/17/2023 4:42:04 PM
WRK Real Estate realestate@westrock.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/17/2023 4:42:04 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2023 3:01:14 PM
Envelope Updated	Security Checked	3/17/2023 3:35:21 PM
Certified Delivered	Security Checked	3/17/2023 4:41:50 PM
Signing Complete	Security Checked	3/17/2023 4:42:00 PM
Completed	Security Checked	3/17/2023 4:42:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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How to contact WestRock Fulfillment Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legaldepartment@westrock.com

To advise WestRock Fulfillment Company of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legaldepartment@westrock.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from WestRock Fulfillment Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legaldepartment@westrock.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with WestRock Fulfillment Company

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to legaldepartment@westrock.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify WestRock Fulfillment Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by WestRock Fulfillment Company during the course of your relationship with WestRock Fulfillment Company.