

AGREEMENT of LEASE

BY THIS LEASE, made as of the Effective Date (defined below), **House of Spices Realty, LLC**, a New York limited liability company ("**Landlord**"), and **WestRock CP, LLC**, a Delaware limited liability company ("**Tenant**"), in consideration of the following mutual covenants, agree as follows:

1. **DEMISE.** Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the real property and improvements described as 25,100 square feet, more or less, located at **3415 Bartlett Blvd., Orlando, Florida** (the "Property") as more fully described on Exhibit A (the "**Premises**"). As an appurtenance to the Premises, Landlord grants to Tenant an irrevocable license to use the parking and loading facilities at the Property during the Lease Term.

2. **USE.** Tenant shall utilize the Premises solely for the storage of corrugated paper, paperboard and containers of paper and paperboard, machinery, parts, and materials used for paper, paperboard, box or tube making, for related incidental uses, and nothing else. Tenant shall be solely responsible to determine if the intended use complies with all governmental laws and regulations. Landlord, by execution of this Lease or otherwise, represents that the Premises may legally be used for general warehouse purposes but makes no representation that the Tenant's specific intended use complies with governmental regulations.

3. **TERM.**

- a. The Term of this Lease shall be eighty-five (85) months commencing on the earlier of December 1, 2022, or the time of substantial completion of the Tenant improvements.
- b. If the Lease has not been terminated, and if Tenant is current in payment of all sums due and the performance of all other obligations under the Lease, Tenant shall have the **option to renew** for two **(2) additional terms** of five (5) years each at the greater of (i) Fair Market Rent or (ii) 104% of Base Rent for the Premises in effect on the day immediately preceding the 1st day of such renewal period, and **thereafter the new Base Rent shall increase yearly by four (4%) percent** upon the one-year anniversary thereof. To exercise a renewal option, Tenant must provide notice not less than two hundred and seventy (270) days prior to the expiration of the

Term, as may have been extended pursuant to the exercise of initial option to renew.

- c. If Landlord and Tenant have agreed on the Fair Market Rent, on or before the thirtieth (30th) day after the date of Tenant's notice of renewal pursuant to Section 3(b), then such agreed amount shall be the "Fair Market Rent". If they have not so agreed, then "Fair Market Rent" shall be determined by having each of Tenant and Landlord select, within ten (10) days after such thirtieth (30th) day, a commercial real estate broker or MAI appraiser ("Rent Appraiser") with at least ten (10) years of experience in Orlando and having each Rent Appraiser propose in writing, within fifteen (15) days after his or her selection, the Fair Market Rent for the Premises. Each party hereto shall cause a copy of its Rent Appraiser's proposal to be sent promptly to the other party. If the higher of the two (2) proposed Fair Market Rents is less than or equal to one hundred fifteen percent (115%) of the lower of the two (2) proposed Fair Market Rents, then the Fair Market Rent shall be the average of the two (2) proposed Fair Market Rents. If the higher of the two (2) proposed Fair Market Rents is greater than one hundred fifteen percent (115%) of the lower of the two (2) proposed Fair Market Rents, then the Rent Appraisers shall jointly select another similarly qualified Rent Appraiser who shall, within fifteen (15) days after his or her selection, also propose in writing a Fair Market Rent for the Premises. In such case, the Fair Market Rent shall be the average of the third (3rd) Rent Appraiser's proposed Fair Market Rent and the other proposed Fair Market Rent which is closest to the third Rent Appraiser's proposed Fair Market Rent. Each of Landlord and Tenant shall pay the costs and expenses of its own Rent Appraiser, and Landlord and Tenant shall share equally the costs and expenses of any third (3rd) Rent Appraiser. If after Tenant provides its notice of renewal to Landlord in accordance with this Section 3, the Fair Market Rent still has not been determined in accordance with the procedure set forth in this Section for the first renewal period by the expiration date of the Lease, or for the second renewal period by the expiration of the first renewal period, then the new rent shall be one hundred four (104%) percent of the Base Rent for the Premises in effect, as applicable, on the day immediately preceding the first day of the first renewal period or first day of the second renewal period, through the date upon which the Fair Market Rent has been determined.

4. **BASE RENT.**

a. Tenant shall pay Landlord the following amounts as Base Rent for the Premises:

Months	Rate/SF	Monthly Base Rent	Total Period Base Rent
1	\$0.00	\$0.00	\$0.00
2-12	\$9.85	\$20,602.92	\$247,235.00
13-24	\$10.24	\$21,418.67	\$257,024.00
25-36	\$10.65	\$22,276.25	\$267,315.00
37-48	\$11.08	\$23,175.67	\$278,108.00
49-60	\$11.52	\$24,096.00	\$289,152.00
61-72	\$11.98	\$25,058.17	\$300,698.00
73-84	\$12.46	\$26,062.17	\$312,746.00
85	\$12.96	\$27,108.00	\$27,108.00

b. Base Rent, plus applicable sales and use taxes, shall be payable in consecutive monthly installments, in advance, without demand, on the first day of each month during the Term of this Lease. Tenant shall pay the Base Rent without deduction, diminution or set-off, except as expressly stated herein.

c. If the Commencement Date falls on a day other than the first day of a month, Tenant shall pay a prorated amount for that month.

d. All rent shall be payable to Landlord at the address set forth in this Lease unless Landlord directs otherwise in writing, provided all payments may be made by ACH or other electronic means, and the parties agree to cooperate in setting up any electronic payment methods. Any installment of rent not received within five (5) days of its due date shall be subject to a late charge of five (5%) percent.

e. All other sums payable under this Lease by Tenant shall be deemed additional rent, payable in the same manner as Rent. If Tenant fails to pay any amount within ten (10) days of the date that it is due, the amount shall bear interest at eighteen (18%) percent per annum.

f. Within 15 business days of the Effective Date, Tenant shall make an initial payment of \$25,852.92 to Landlord for the 2nd month's Base Rent and 1st month's estimated Operating Costs.

5. **ADDITIONAL RENT.**

a. Tenant shall pay to Landlord the Tenant's proportionate share of the reasonable operating costs (the "Operating Costs") of the Property within which the Premises is located. **Tenant's proportionate share** of the **Operating Costs** attributable to the Property is approximately 50% and is calculated using the ratio of the area of the Premises to the total area of the building on the Property.

b. **The Operating Costs shall include**, without limitation, all reasonable costs incurred in operating and maintaining the Property, including the following:

1. Wages and salaries of all maintenance employees engaged directly in the operation, management, and maintenance of the Property, including all related taxes, insurance, and benefits. All fees due all firms engaged in operation, management, and maintenance of the Property. **The management company fee is calculated as five percent (5%) of all rent, additional rent, and fees collected pursuant to the Lease.**

2. All supplies and materials used in the operation and maintenance of the Property.

3. **All utilities used in the operation of the Property** excluding only utilities separately billed to individual Tenants.

4. All maintenance and service agreements.

5. **All insurance** applicable to the Property, including without limitation, all risk coverage, rent insurance, workmen's compensation, etc.

6. All taxes, levies, fees, and charges imposed by any public authority upon the Property or its operation or the rent provided for in this Lease, excluding however, any taxes on net income.

7. Cost of repairs, replacements, and enhancements to common areas and general maintenance and building services, including all roof membranes and exterior painting (at such intervals as Landlord deems appropriate).

8. Owner's Association fees; and

9. Cost of capital improvements or modifications if and only if the capital improvements reduce Operating Costs, provided further that the costs shall be amortized over the useful lives of the improvements or modifications.

c. Operating Costs shall not include any costs incurred for leasing, repairs or maintenance for the direct account of a specific tenant or vacant space, and such costs shall not be charged to Tenant as additional rent. Operating Costs does not include debt service under mortgages or ground rent under ground leases, costs of restoration to the extent of net insurance proceeds received by Landlord with respect thereto, leasing commissions, or the costs of renovating space for tenants, or the costs, expenses, depreciation or amortization for capital repairs and capital replacements required except to the extent includable under Section 5(b)(9) above.

d. Tenant's share of the Operating Cost shall be paid by Tenant as additional rent in equal monthly installments, plus applicable sales and use tax, based upon Landlord's written estimate of the Operating Costs for the following calendar year. During the first calendar year of the Lease, Operating Costs are estimated to be \$2.50 per square foot. At the end of each calendar year, Landlord shall deliver to Tenant a statement showing the amount of the Property's Operating Costs for the prior calendar year, and further showing Tenant's share thereof. If the total of the monthly payments made by Tenant for the period are less than Tenant's proportionate share for the period, then Tenant shall pay any deficiency to Landlord within twenty-one (21) days of receipt of written notice thereof. If the total monthly payments made by Tenant for the period are more than Tenant's proportionate share for the period, then Landlord shall credit such overpayment against future monthly payments.

6. **SECURITY DEPOSIT**. Omitted/NA.

7. **UTILITIES**. Tenant shall pay for all utilities delivered to the Premises, including electricity, trash collection, gas, heat, cooling, telephone and all other utilities and all taxes or charges on such utility services, and are to be metered separately and contracted for directly by Tenant. If required by any statute, law, ordinance or code, Tenant shall, at its own cost and expense, after obtaining written consent of Landlord, construct any improvement required for use of utilities or other services, including, but not limited to, a dumpster enclosure. Landlord shall not be liable for any interruption or failure in the supply of any utilities to the Premises nor shall rent be abated during such failure or interruption.

8. **TENANT COVENANTS**.

a. Tenant will not use or permit the Premises to be used for any illegal or improper purposes, nor permit any disturbance, noise, or annoyance which unreasonably interferes with the operations of the Premises, its other tenants, or its neighbor.

b. Tenant will not undertake any alterations to the Premises which violate the ADA, and it will indemnify and hold Landlord harmless from all claims, damages or suits that may be brought because of Tenant's alleged violation of the ADA relating to the interior of the Premises, notwithstanding current issues not in compliance within the Premises. Provided, however, Landlord represents and warrants that it has received no notice of any alleged existing violations of the ADA relating to the interior of the Premises from any complainant or governmental entity.

c. Landlord, its agents, and employees shall have the right to enter the Premises to view the condition of the Premises, during all reasonable hours with 24-hour prior notification and subject to Tenant's reasonable security, safety, or access procedures, to show the Premises to prospective purchasers or prospective lenders (or, during the last 12 months of the Term, to prospective tenants), and to inspect and make repairs, alterations, improvements, or additions which do not unreasonably interfere with Tenant's use or operations.

d. Tenant will, at its own cost and expense, replace any plate glass which may be broken during the term of this Lease if the damage is caused by the negligence of Tenant, its agents, employees, or invitees. Tenant will not be held responsible for

replacement of any plate glass should a flood, fire, hurricane, or earthquake cause the breakage.

e. Omitted

f. Tenant will fully and completely comply with the current rules and regulations enacted by Landlord attached as Exhibit D, and to any subsequent amendments provided such amendments are reasonable, uniformly applied, and do not modify any provision of the Lease, materially increase Tenant's obligations, or materially impair Tenant's rights.

9. **MAINTENANCE.**

a. Landlord will keep, maintain, and repair or replace the structural portions of the Premises, including the foundations, exterior walls, and roof structure. The cost thereof may be included in Operating Costs only to the extent permitted by Section 5(b)(9).

b. Tenant will keep, maintain, and repair or replace the interior of the Premises, including, without limitation, all building systems exclusively serving the Premises to the point of connection, which may include the heating, ventilation and air conditioning equipment, plumbing and electrical pipes, and conduits in the walls and below the floor, all lighting, and all windows of the Premises. Tenant will, at Tenant's expenses, maintain a regular service and maintenance contract for the heating and air conditioning system with an independent contractor or contractors, acceptable to Landlord, providing for at least quarterly service. Upon termination or cancellation of the Lease, Tenant shall surrender the Premises to Landlord in as good condition as at the Commencement Date, ordinary wear and tear and damage by casualty and condemnation excepted.

10. **LIABILITY FOR DAMAGES.** Landlord will not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet, or waste pipe above, upon, or about the Premises, nor for damages occasioned by water, coming through the roof, sunlight, trap door or otherwise, nor for loss or damage arising from acts or negligence of any other tenants of the Property. Landlord shall not be responsible for any loss of or damage to personal property or fixtures, by theft or otherwise. All property of Tenant or others kept or stored on the Premises shall be so

kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from all claims arising out of loss of or damage to same.

11. **INSURANCE.**

a. Tenant shall not conduct or permit to be conducted any activity, or place any equipment, materials, or other items in, on or about the Premises or the Building, which will increase the rate of fire or liability or casualty insurance on the Building. If Tenant fails to comply with this provision, Tenant shall pay, as additional rent, the increased amount within ten (10) days of written demand from Landlord.

b. Tenant shall obtain and keep in force **comprehensive general liability insurance**, including property damage, on an occurrence basis, with limits of Two Million (\$2,000,000.00) Dollars single limit, insuring Landlord and Tenant against any liability arising out of ownership, use, occupancy or maintenance of the Premises and all areas appurtenant. The limit of insurance shall not limit the liability of Tenant.

c. Tenant shall obtain and keep in force all **employees compensation insurance** required under the laws of the State of Florida, and such other insurance in forms and amounts customary for properties substantially similar to the Premises and Property which may be included in a blanket policy or captive insurance program (in which case the cost of such insurance allocable to the Premises be determined by Landlord based upon the total insurance cost calculations).

d. Each party shall require all its policies of **risk insurance** relating to the Premises or Property to contain a provision in and by which its **insurer shall waive its rights of subrogation against the other party.**

e. All policies shall be in insurance companies licensed to do business in Florida, satisfactory to Landlord, **and shall name Landlord and its managing agent as additional parties insured.** Certificates of insurance shall be delivered to Landlord at least ten (10) days prior to the Commencement Date with renewals delivered to Landlord within ten (10) days of request. Each policy shall contain an agreement by the insurer that the policy **shall not be canceled without endeavoring to provide at least thirty (30) days prior notice to Landlord.** If Tenant fails to deliver any certificate required after request, Landlord may procure the insurance. The premiums shall be

payable by Tenant to Landlord, as additional rent, with interest, promptly upon demand.

12. **INDEMNITY.** Except for the negligence, or willful misconduct, of the Landlord Parties and as otherwise provided in this Lease, Tenant agrees to indemnify, defend and hold harmless the Landlord, and Landlord's officers, agents, employees, property manager, and contractors (the "**Landlord Parties**"), from and against all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from the use and occupancy of the Premises by Tenant or Tenant's officers, agents, employees, and contractors (the "**Tenant Parties**"), or from any activity, work, or thing done, permitted or suffered by Tenant or Tenant Parties in or about the Property or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations under this Section.

13. **FIRE OR OTHER CASUALTY.** If the Premises are damaged by fire or otherwise to such extent so as to interfere with their use by Tenant, the rent payable for the period commencing on the date of such damage, and ending on the date on which restoration of the Premises is completed, shall be abated in the proportion which the floor space made unusable bears to the floor space leased to Tenant prior to the damage. If the Premises are destroyed or rendered untenable, Landlord shall have the right, but no obligation, to render the Premises tenantable by repairs within the lesser of (a) ninety (90) days from the date that insurance claims of Landlord and Tenant shall have been settled and Landlord shall be free of all restrictions as to proceeding with the work of repair or rebuilding, or (b) 270 days. If Landlord reasonably estimates that the Premises will not, or if the Premises are not actually rendered tenantable within, said period, either party may elect to cancel this Lease, or in the event of such cancellation, rent shall be paid only to the day of the fire or casualty.

14. **SIGNS.** Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Premises or of the Property, or inside the Premises if visible from the outside, **without the written consent of Landlord.** If consent is given, **Tenant must, at Tenant's expense, maintain the sign,** lettering, etc., in accordance with all cities, county, and state laws, ordinance or requirements and in good condition and repair at all times. Landlord, at the request

of Tenant and at Tenant's expense, may place on the Premises, a sign of standard size displaying Tenant's name and business at a location approved by Landlord.

15. **SUBORDINATION.**

a. This Lease is subject and subordinate to the lien of all mortgages that may now or hereafter encumber or otherwise affect the Premises. Tenant shall, at Landlord's request, promptly execute reasonable a certificate or other document confirming such subordination. Tenant shall attorn to the successor to Landlord's interest herein, if requested to do so by such successor, and to recognize such successor as the Landlord under this Lease. Tenant agrees to execute and deliver upon the request of Landlord any reasonable instrument evidencing such attornment. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant.

b. Landlord shall endeavor to cause any mortgagee or holder of the reversionary interest under any Prime Lease to deliver to Tenant a non-disturbance agreement providing that the holders of such mortgage or reversionary interest agree that, so long as Tenant is not in default, Tenant's leasehold estate shall remain undisturbed and shall survive any and all actions and proceedings which may be taken pursuant to the instrument to which this Lease is subordinated.

16. **ESTOPPEL CERTIFICATE.** Tenant agrees, at any time, upon not less than ten (10) business days prior written notice by Landlord, to execute a statement in writing in substantially the form attached as Exhibit C (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating such modifications), (ii) stating the dates to which the rent and any other charges hereunder have been paid by Tenant, (iii) stating whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of this Lease, and if so, specifying each default of which Tenant may have knowledge, and (iv) stating the address to which notices to Tenant should be sent.

17. **CONDEMNATION.**

a. If the Property is taken by eminent domain, or so much thereof as to render the balance inadequate for the operation of Tenant's business, then this Lease shall terminate.

b. If a taking by eminent domain occurs which does not terminate this Lease but which interferes substantially with the use of the balance of the Premises by Tenant, the rent payable by Tenant shall be abated, beginning on the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space leased to Tenant prior to the taking.

c. If the taking is of land only and does not interfere substantially with the use of the Premises by Tenant, there shall be no abatement of rent.

d. If the taking does not terminate the Lease, Landlord shall promptly, at its own expense, restore the balance of the Premises to as near their former condition as circumstances will reasonably permit.

e. All damages awarded for any taking of all or any part of the improvements owned by Landlord under the power of eminent domain shall belong to Landlord. This provision shall not prevent Tenant from claiming and recovering from the condemning authority compensation for taking of Tenant's tangible property or for Tenant's loss of business, business interruption or business removal and relocation.

18. COMPLIANCE WITH THE LAW. Landlord represents that, as of the Commencement Date, no written notice has been received by Landlord of non-compliance with any Legal Requirements in connection with the Premises. In the event that Landlord receives notice that the Premises is not in compliance with applicable Legal Requirements existing as of the Commencement Date, or which come into effect after the Commencement Date, and such non-compliance is not related to Tenant's specific use of the Premises or Tenant Alterations to the Premises performed by Tenant, Landlord shall make such modifications as may be required by order or directive of applicable governmental authority in order to bring the Premises into compliance with such applicable Legal Requirements without cost or expense to Tenant. Subject to Landlord's obligations, Tenant, at Tenant's sole cost and expense, shall comply with all zoning requirements and all laws, ordinances, orders, rules and regulations now in effect or enacted subsequent to the date hereof by state, federal, municipal or other agencies or bodies having jurisdiction over Tenant or the use,

condition and occupancy of the Premises and all matters of record and any regulations pursuant thereto affecting the Building or Project (collectively, “**Legal Requirements**”).

19. **ABANDONMENT.** If Tenant shall abandon or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be mortgaged to Landlord. Tenant may elect to vacate the Premises without being deemed to have abandoned same, provided Tenant makes due arrangements to ensure that (i) Tenant's insurance for the Premises will not be voided or cancelled, (ii) the Premises will be secured, and (iii) the Premises will be properly maintained, including maintaining utility services as needed.

20. **LIENS.** Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall cause any such lien or encumbrance to be discharged, or bonded over in a manner satisfactory to Landlord, within 30 days of Tenant's receipt of notice the filing or recording thereof, and failure to do so shall constitute an event of default by Tenant (with no further notice or cure period). The interest of Landlord shall not be subject to liens for improvements made by Tenant, and Tenant shall inform any of its contractors or suppliers of its status as a tenant, not owner, of the Property. At Landlord's request, Tenant shall execute and deliver without charge a Memorandum of Lease, in recordable form, containing a confirmation that the interest of the Landlord shall not be subject to liens for improvements made by Tenant to the Premises.

21. **ASSIGNMENT AND SUBLETTING.**

a. Tenant shall not assign this Lease nor sublet the Premises without the prior written consent of Landlord which Landlord may withhold in its reasonable discretion. For the purposes of this section, any mortgage, conveyance, transfer or encumbrance of this Lease and any transfer by operation of law, and any transfer of any right of possession or use of the Premises shall be deemed an assignment or subletting. Provided, however, Tenant may, without Landlord's consent (and without the payment of any review fee, costs, or any rent sharing with or recapture or termination right by Landlord), assign this Lease or sublease of all or part of the Premises to any of the following Permitted Transferees: an affiliate or parent of Tenant, or to any entity into or with which Tenant may be merged or consolidated, or in connection with the sale of

substantially all stock or assets of Tenant or an operating group of Tenant. No such assignment or sublease shall in any way relieve Tenant from any of its covenants or undertaking contained in this Lease, and in all cases under this paragraph, Tenant shall remain liable on this Lease during the original and all extension terms exercised by its affiliates.

b. Upon receipt of a request for consent to sublet or assign, Landlord shall have the option to recapture the portion of the Premises with respect to which the request was made. Landlord may exercise this option by notifying Tenant in writing within fifteen (15) days after receipt of the request. Thereafter, the rent and additional rent payable under this Lease shall be reduced in proportion that the rentable area of the released portion bears to the total rentable area of the Premises immediately prior to recapture. As a result of any such recapture, Landlord, its successors, and assigns, shall also be granted by Tenant, without charge, such rights of access to the remainder of the Premises as were to be given to the proposed subtenant or assignee, and as are reasonable and necessary to permit occupancy of the recaptured portion of the Premises.

c. Consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

d. If the Premises is occupied by anyone other than Tenant or a Permitted Transferee, Landlord may collect rent from the occupant, and apply the net amount collected to the rent reserved under this Lease. Acceptance of rent shall not be deemed a consent to any such occupancy or any other party. If the rent due by a sublessee or assignee (other than a Permitted Transferee) exceeds the rental payable under this Lease, then Tenant shall pay to Landlord fifty percent (50%) of such excess after deducting commercially reasonable costs incurred in obtaining such sublessee or assignee (such as brokerage fees) as additional rent within 20 days following receipt by Tenant.

e. An attempted assignment without the consent of Landlord may, at the option of the Landlord, be treated as an offer to terminate this Lease.

f. Any consent by Landlord to any assignment of this Lease shall be conditioned upon the assignee assuming the full and faithful performance of all the terms of this Lease and upon the continued liability of Tenant. Any consent by

Landlord to any subletting shall be conditioned upon the express agreement by the subtenant to be bound by the terms of this Lease applicable to Tenant.

g. Notwithstanding anything to the contrary herein, if Landlord consents to an Assignment, Tenant shall remain fully liable on the Lease.

22. **HOLDING OVER.** Tenant shall pay Landlord 175% the amount of the monthly Base Rent and additional, plus applicable sales tax, in effect immediately prior to termination for each month or any part thereof that Tenant retains possession of the Premises after termination. Tenant shall also pay all damages sustained by Landlord by reason of such retention. However, if Landlord gives notice to Tenant of Landlord's election thereof, such holding over shall constitute renewal of this Lease from month to month or for one year, whichever shall be specified in the notice. Acceptance by Landlord of rent after termination shall not constitute a renewal. This provision shall not be deemed to waive Landlord's right of re-entry or any other right.

23. **BANKRUPTCY OR INSOLVENCY.** Either a) the appointment of a receiver to take possession of all or substantially all the assets of Tenant, b) an assignment by Tenant for the benefit of creditors or c) any action taken or suffered by Tenant under any insolvency, bankruptcy, or reorganization act, shall be a breach of this Lease by Tenant. Upon such breach, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. This Lease shall not be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of a Trustee under any bankruptcy, insolvency, or reorganization proceedings.

24. **DEFAULT.** Each of the following shall be a default by Tenant and a breach of this Lease:

a. Default in the payment of rent or any other sums due hereunder, or any part thereof, and such failure shall continue for a period of 5 days after Landlord has given Tenant written notice of such default.

b. Default in the performance of any other covenant or condition of this Lease or of the rules and regulations for the building in which the Premises are located

for a period of 20 days after Landlord has given Tenant written notice of such default (or such greater period as is reasonably required to cure such default by diligent action).

c. Abandonment by Tenant of the Premises.

25. **REMEDIES ON DEFAULT.** In addition to the remedies provided by Chapter 83, Florida Statutes, Landlord shall have the following remedies:

a. Landlord may reenter the Premises immediately and terminate the Lease. Landlord may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant.

b. Landlord may relet the Premises or any part of the Premises for any term without terminating the Lease, at such rent and on such terms as it may choose, for the Tenant's account. Landlord may make such alterations or repairs of the Premises as may be necessary or required. The duties and liabilities of the parties upon such reletting are as follows:

1. In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the reletting, including, and without limitation, broker's commissions, expenses of alterations and repairs and all other expenses of the Landlord. Tenant shall pay to Landlord such expenses on the dates the rent payments are due, minus the rent received by Landlord from reletting.

2. Landlord, at his option, shall have the right to apply the rent received from reletting the Premises as follows:

First, to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for rent;

Second, to recover expenses of reletting and alterations and repairs made;

Third, to recover the rent due under the Lease; and

Fourth, to payment of future rent under the Lease as it becomes due.

- 3 Notwithstanding any such re-letting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

c. Landlord may terminate the Lease. Upon termination of the Lease, Landlord may recover from Tenant all damages resulting from the breach, including the cost of recovering the Premises, the unpaid rent that had been earned at time of termination of Lease, and the unpaid rent that would have been earned from date of such termination until the time this Lease would have expired but for such termination. All such amounts shall be immediately due and payable from Tenant.

26. LEASEHOLD IMPROVEMENTS.

- a. Tenant shall take space in "As-Is" condition except the following improvements that shall be the sole cost and expense of the Landlord:
 - a. Fix and make structurally sound the demising walls within the warehouse.
 - b. Infill the demising wall within the warehouse separating the two tenants.
 - c. Replace flooring in the office area.
 - d. Repaint office and restrooms.
 - e. Replace bathroom fixtures.
 - f. Replace all lighting with LED fixtures within office and warehouse.
 - g. Replace any broken or damaged ceiling tiles.
 - h. Ensure all dock equipment is in good and working order
 - i. Paint the warehouse walls up to 12'
 - j. Ensure all building systems including but not limited to electrical panel/system and office HVAC units are in good working order.
 - k. Any other changes required to deliver the Premises in compliance with applicable law (for general warehouse use, not Tenant's specific use).
- b. All other alterations and improvements shall be performed at Tenant's sole cost and expense and will require Landlord's prior written consent, which consent will not be unreasonably withheld or delayed. Landlord may impose any reasonable conditions upon consent that Landlord deems advisable. All construction and installation will be completed in a good and workmanlike manner.

1. Tenant will prepare and submit to Landlord all construction documents, including drawings, plans, specifications, and the construction contract. Tenant will not make any improvements to the Premises without written approval of the construction documents by Landlord, which approval will not be unreasonably withheld or delayed. Once written approval of Landlord has been obtained, Tenant will not make any change in the construction documents without the prior written consent of Landlord. Tenant will comply with all land use, building, subdivision, zoning, pollution, and similar laws, rules and ordinances, and regulations promulgated by any governmental authority and applicable to the improvements on the Premises. Tenant will obtain and deliver to Landlord the originals or certified copies of all building, zoning, use, environmental, and other permits.

2. Tenant will use contractors reasonably acceptable to Landlord, which approval will not be unreasonably withheld, conditioned, or delayed. Tenant warrants that all construction and improvements will only be performed by contractors and subcontractors duly licensed.

3. Tenant will permit Landlord, or its representatives, to enter on the Premises, inspect the improvements and all materials to be used in the construction and to examine all detailed plans and shop drawings that are or may be kept at the construction site. Tenant will, upon demand of Landlord, correct any defect in the improvement or any material departure from the plans and specifications that was not approved by Landlord. Correction of any defects or departure will include removal of all portions of the work that Landlord may reasonably determine to be unsound or improper.

4. Tenant will not undertake any alterations to the Premises which violate the ADA and Tenant shall indemnify and hold Landlord harmless from all claims, damages or suits that may be brought because of Tenant's alleged violation of the ADA resulting from Tenant's alterations.

27. **SALE BY LANDLORD.** If Landlord sells or conveys the Property, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Tenant, and Tenant agrees to look solely to the responsibilities of the successor in interest of Landlord. The term "Landlord" in this Lease shall mean only the then current owner of the Property, and

in the event of a transfer of ownership of the Property, such transferring owner shall be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

28. RIGHT OF LANDLORD TO PERFORM.

a. All agreements to be performed by Tenant under this Lease shall be performed by Tenant at its sole expense, without any abatement of rent. If Tenant fails to pay any sum of money, other than rent, required to be paid by it or fails to perform any other act on its part to be performed within the time periods stated, and the failure continues for ten (10) days after notice by Landlord, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's behalf. Tenant's obligations shall not be waived by Landlord's exercise of this option.

b. All sums paid by Landlord and all necessary incidental costs, plus interest thereon at the rate of one and ½ percent (1.5%) per month from the date of payment by Landlord, shall be payable to Landlord by Tenant on demand. Landlord shall have (in addition to any other right or remedy) the same rights and remedies in the event of the nonpayment as in the case of default by the Tenant in the payment of the rent.

29. ATTORNEYS' FEES. If it becomes necessary for Landlord to employ an attorney to collect any sums due to it under this Lease, regardless of whether suit be brought, Tenant shall pay to Landlord such fees as shall be charged by Landlord's attorney for such services. In case suit shall be brought to enforce the provisions of this Lease, attorney's fees shall be awarded to the prevailing party.

30. PEST CONTROL. Tenant covenants that Tenant shall, at its own cost and expense, diligently always keep the Premises free and clear of rats, mice, other rodents, pests, insects, and other vermin. In furtherance thereof, Tenant shall employ an exterminator reasonably approved by Landlord who will, at least once each month, utilize the best prevailing method for the prevention of any infestation by, and extermination of, said animals and insects and take whatever precautions Landlord deems necessary to prevent rats, mice, other rodents, pests, insects and other vermin from existing in the Premises or permeating into other parts of the Building. Tenant shall, upon Landlord's request, provide Landlord with certificates of completion in form and substance reasonably satisfactory to Landlord, evidencing the work

performed by such exterminator and describing in reasonable detail the extent of the presence in the Premises of rats, mice, other rodents, pests, insects, and other vermin.

31. **SURRENDER OF PREMISES.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

32. **WAIVERS.** The waiver by Landlord of any term of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term of this Lease, other than the failure of Tenant to pay the particular rent accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of rent.

33. **NOTICES.** All notices that may or are required to be given by either party to the other shall be in writing. All notices shall be sent by hand delivery, by commercial overnight carrier, or by United States certified or registered mail, postage prepaid, addressed as follows:

To Landlord:

House of Spices Realty, LLC
3000 Marcus Avenue Suite 2W10
New Hyde Park, NY 11042-1026

To Tenant:

{Tenant Mailing and Contact info}
1000 Abernathy Road NE, Suite 125
Atlanta, GA 30328
ATTN: General Counsel (Re: Real Estate
Site/MER)

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

Real Estate Business

Bert Collins, Director of Real Estate and
Facilities (bert.collins@westrock.com)

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

Notices shall be deemed to have been served upon the party to whom addressed upon delivery, unless mailed, in which event on the third day after deposit in the U. S. Mail. Either party may change its address by giving written notice of such change to the other party.

34. **COVENANT OF QUIET ENJOYMENT.** Landlord agrees that if the Tenant shall perform all the covenants and conditions of this Lease, Tenant shall, always during such term, have the peaceful and quiet enjoyment and possession of the Premises.

35. **SUCCESSORS AND ASSIGNS.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

36. **HAZARDOUS MATERIAL.**

- a. Compliance by Tenant. Tenant agrees to (i) abide by all applicable Legal Requirements concerning the use, storage or disposal of toxic, hazardous, or dangerous wastes (“**Environmental Laws**”) applicable to its business on the Premises, (ii) properly report any violation of Environmental Laws caused by Tenant during the Term, and (iii) clean any spill of toxic, hazardous or dangerous waste (“**Hazardous Substances**”) onto the Premises caused solely by Tenant from and after the Effective Date of this Lease to industrial/commercial standards, including, without limitation, the ability to engineering or institutional controls to meet such standards, set forth in applicable Environmental Laws (“**Cleanup Standards**”). If Tenant’s obligation to remediate a spill of Hazardous Substances to Cleanup Standards is unsatisfied as of the termination of this Lease, such

obligation shall survive the termination of this Lease. Tenant shall indemnify, defend and hold harmless Landlord and its affiliates from and against any claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) arising from, directly or indirectly, Tenant's breach of the covenants set forth in this Section. Notwithstanding the foregoing, under no circumstances shall Tenant have any liability, responsibility or obligation of any kind or nature for physical or environmental conditions present in, on, under or surrounding the Premises as of the commencement date of this Lease ("**Pre-Existing Conditions**").

- b. Compliance by Landlord. Landlord represents and warrants to Tenant that, to the best of its knowledge, (i) the Premises now complies (and will comply during the course of and after substantial completion of any construction or upfit by Landlord (if any)) with all applicable Environmental Laws and all fire and life safety codes (as such fire and life safety codes are enforced by authorities having jurisdiction), and (ii) no Hazardous Substances have been released or are migrating onto the Premises. Landlord shall indemnify, defend and hold harmless Tenant Parties from and against any claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) arising from, directly or indirectly, Landlord's breach of the covenants, representations and warranties set forth herein, any Pre-Existing Conditions, and/or any subsequent breach by Landlord Parties of Environmental Laws.
- c. Survival. The provisions of this Section contain the exclusive provisions of this Lease relating to environmental matters and shall survive the expiration or earlier termination of this Lease.

37. **RADON GAS.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

38. **INDEMNIFICATION FOR LEASING COMMISSIONS.** Foundry Commercial represents the landlord and JLL represents the Tenant. Landlord will pay commission per a separate agreement.

39. **GOVERNING LAW.** This Lease shall be governed, construed, and enforced in accordance with the laws of the State of Florida.

40. **ADDITIONAL TERMS.** Notwithstanding anything to the contrary in the Lease, the following additional terms shall apply and govern:

- a. OpEx and Other Cost Reimbursements. All cost reimbursements for either party shall be limited to actual, reasonable, out-of-pocket costs (plus any specified fees or charges, interest, late fees, or penalties), and each party shall cooperate with any reasonable audit of such costs, provided any such auditor must not be compensated in whole or part on a contingency or percentage of recovery basis.
- b. Consequential Damage Waiver/Mutual Damage Limitations. Whenever one party is required to pay damages incurred by the other party in connection with a violation of the terms of the Lease, damages shall be limited to actual, direct damages incurred by the party seeking recovery, and damages shall expressly exclude consequential, punitive, or special damages, except as the same relates to hold over in the Premises by Tenant. Further, any cost reimbursements shall be limited to the actual, reasonable costs incurred by the other party. Each party will use commercially reasonable efforts to mitigate its damages.
- c. Distress, Distraint, or Landlord's Lien. Landlord waives any right it may have under applicable law for distress, distraint, or landlord's lien on Tenant's property.
- d. Consent. Except for any items identified in a party's sole discretion, each party will not unreasonably withhold, delay, or condition any approval or consent to be given in connection with this Lease.

41. **COMPLETE AGREEMENT. AMENDMENTS.** This Lease, including all Exhibits, constitutes the entire agreement between the parties; it supersedes all previous understandings and agreements between the parties, if any; and no oral or implied representation or understandings shall vary its terms, and it may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease effective as of the last of the dates written below (the “**Effective Date**”).

Witnesses as to Landlord:

LANDLORD:

Sign: _____

By: _____



Print: _____

Neil Soni, Manager

Sign: _____

Print: _____

Date: September 19, 2022

Witnesses as to Tenant:

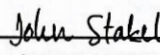
TENANT:

WESTROCK CP, LLC

Sign: _____

By: _____

DocuSigned by:



Print: _____

Name: _____

John Stakel

Title: _____

SVP & Treasurer

Sign: _____

Date: _____

9/15/2022

Print: _____

DS
MR

EXHIBIT "A"
PREMISES ROUGHLY OUTLINED IN RED

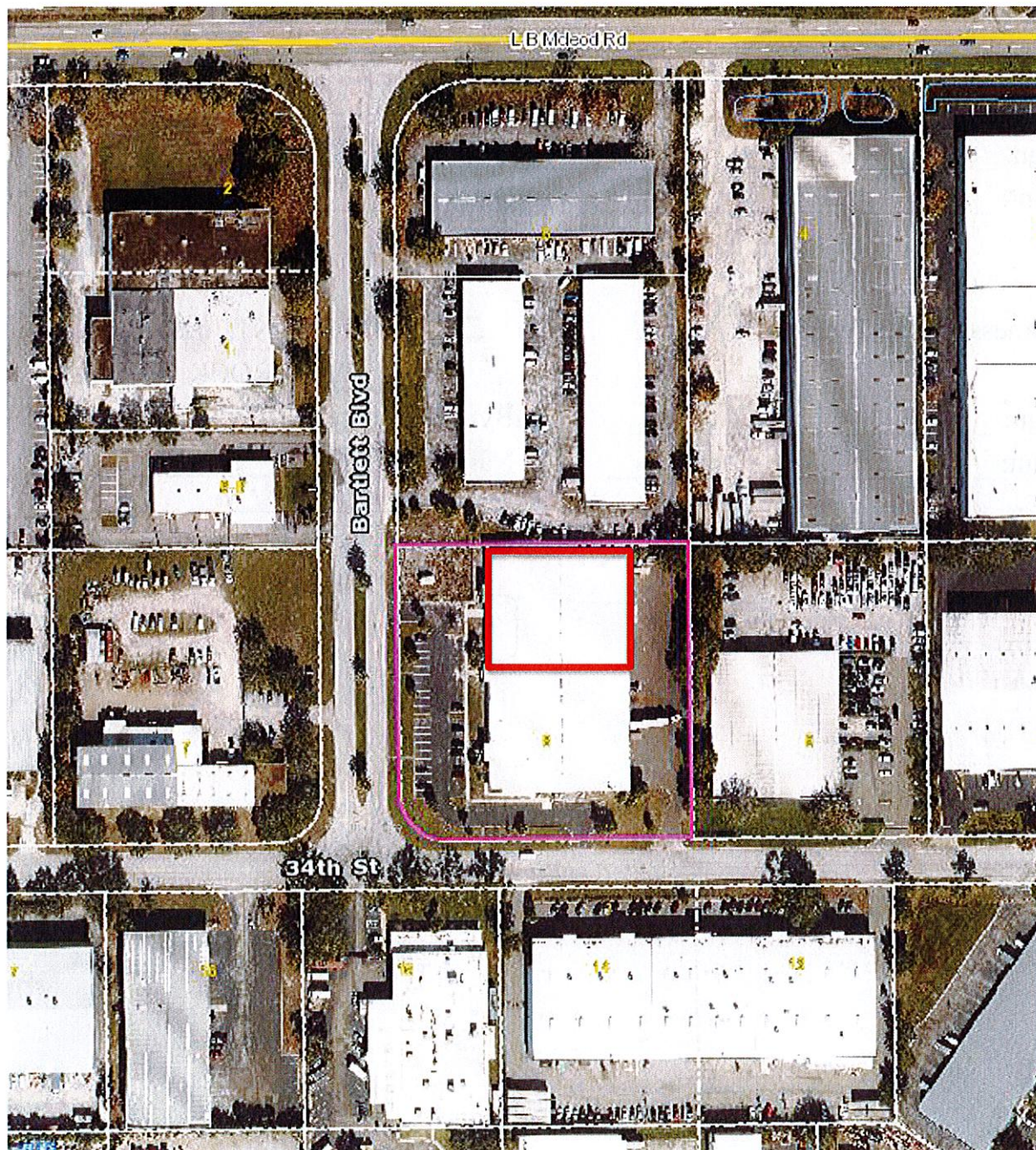


EXHIBIT "B"
RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and driveways and similar areas shall not be obstructed or used for any purpose other than access to and from the Premises.
2. Toilets, urinals, sinks, and other plumbing fixtures and other utilities may not be used for any purpose other than those for which they were installed. No sweeping, rubbish, rags, chemicals or other refuse or injurious substances shall be placed in or used in connection with any of those facilities. Any damage caused by misuse of those facilities by Tenant, its agents, employees, or invitees shall be repaired at Tenant's expense.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Property, except of such color, size, and style and in such places as shall be first approved in writing by Landlord. No nails, hooks or screws shall be driven or inserted in any part of the Property without Landlord's approval. Tenant shall not deface any part of the Property.
4. No open containers of alcoholic beverages are permitted on the Property. No consumption of alcoholic beverages is permitted on the Property.
5. Omitted (see Lease 11(a) and 18).
6. Tenant shall not make or permit any noise, vibration, or odor that unreasonably annoys or interferes with Landlord, other tenants, or persons having business on the Property.
7. Nothing shall be swept or thrown outside the Premises. No birds or animals, other than Seeing Eye dogs and other guide dogs in the company of their masters, shall be brought into or kept in or about the Premises.
8. Tenant assumes all risks of damage to personal property and fixtures moved in or out of Premises and injury to persons or public caused by or related to movement of personal property and fixtures. Landlord shall not be liable for acts of any persons engaged in, or any damage or loss to any personal property, fixtures, or persons resulting from, any act in connection with such movement of personal property and fixtures.
9. No draperies, shutters or other window coverings shall be installed on exterior windows, walls, or doors without Landlord's prior written approval. Landlord shall have the right to require installation and use of uniform coverings. No draperies, shutters or other window coverings shall be removed without Landlord's prior written approval.
10. No portion of the Premises or the Property shall at any time be used or occupied as sleeping or lodging quarters.
11. Landlord has the right to control or prevent access by any person whose presence, in the judgment of Landlord, is prejudicial to the safety, peace or character of the Property.
12. All parking for Tenants and their visitors shall be unassigned and free of charge.

13. Pallets may not be stored anywhere on or adjacent to the Property outside of the Premises. Discarded pallets must be removed or broken down and thrown away immediately and retained pallets may only be stored within the Premises.

14. At its sole cost and expense, Tenant shall arrange for the disposal of its trash. Tenant will bag all refuse and place in dumpster.

15. Tenant shall cause all of Tenant's agents, employees, and invitees to comply with these Rules and Regulations.

16. Omitted (see Lease 8(f)).

17. These Rules and Regulations are not intended to give Tenant any rights or claims if Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants, and non-enforcement by Landlord against other tenants will not constitute a waiver as to Tenant.