

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “**Amendment**”) is executed as of June 06, 2024 (the “**Effective Date**”), between BIG BOX PROPERTY OWNER C, LLC, a Delaware limited liability company (“**Landlord**”), and VICTORY PACKAGING, L.P., a Texas limited partnership (“**Tenant**”).

RECITALS:

- A. Landlord and Tenant are party to that certain Lease Agreement dated April 10, 2014 (the “**Lease**”). Pursuant to the terms of the Lease, Tenant is currently leasing approximately 150,545 rentable square feet (the “**Premises**”) in the building located at 350 Gills Road, Orlando, Florida 32824 (the “**Building**”). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.
- B. Tenant desires to extend the Term for a period of sixty (60) months, and Landlord has agreed to such extension on the terms and conditions contained herein.

AGREEMENTS:

For valuable consideration, whose receipt and sufficiency are acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term.** The Term is hereby extended for a period of sixty (60) months, such that it expires at 5:00 p.m., Orlando, Florida time, on April 30, 2029 (the “**Expiration Date**”), on the terms and conditions of the Lease, as modified hereby.
2. **Minimum Annual Rent.** Beginning May 1, 2024 (the “**Renewal Date**”), the Minimum Annual Rent shall be the following amounts for the following periods of time:

| <u>From:</u> | <u>To:</u> | <u>Minimum Annual Rent/RSF</u> | <u>Monthly Installment of Minimum Annual Rent:</u> |
|---------------------|-------------------|---------------------------------------|---|
| 5/1/2024 | 4/30/2025 | \$8.80 | \$110,399.67 |
| 5/1/2025 | 4/30/2026 | \$9.11 | \$114,263.66 |
| 5/1/2026 | 4/30/2027 | \$9.43 | \$118,262.88 |
| 5/1/2027 | 4/30/2028 | \$9.76 | \$122,402.08 |
| 5/1/2028 | 4/30/2029 | \$10.10 | \$126,686.16 |

3. **Condition of Premises.** TENANT HEREBY ACKNOWLEDGES THAT (I) TENANT CURRENTLY OCCUPIES THE PREMISES, (II) LANDLORD SHALL HAVE NO OBLIGATION TO PERFORM ANY IMPROVEMENTS TO THE PREMISES IN CONNECTION WITH THIS AMENDMENT EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN THE LEASE, AND (III) TENANT HEREBY ACCEPTS THE PREMISES IN ITS “AS-IS,” “WHERE-IS” BASIS WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY OF LANDLORD OR ANY REPRESENTATIVE OF LANDLORD; provided, however, that (x) nothing herein shall be deemed to

release Landlord from its ongoing maintenance obligations under the terms of the Lease and (y) Landlord shall promptly perform the leasehold improvements in compliance with all applicable Laws and provide the improvement allowance as set forth on **Exhibit A** attached hereto and made a part hereof. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES AND ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND TENANT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES.

4. **Renewal Option.** Tenant shall have the right to extend the Term in accordance with the renewal option set forth on **Exhibit B** attached hereto.

5. **Options.** Except as provided on **Exhibit B** to this Amendment, all option rights granted to Tenant, if any, contained in the Lease, including, without limitation, options to extend or renew the term of the Lease or to expand the Premises (including Sections 29, 30, and 31 of the Lease), are hereby deleted and are of no force and effect.

6. **Sustainability Provisions.**

(a) Landlord may, from time to time, decide to develop, maintain and/or operate the Property in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals (“**Landlord Sustainability Practices**”). Tenant shall reasonably cooperate with Landlord's efforts in that regard and provide any such information required to attain these accreditations, ratings or certification. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or certification and thereafter to maintaining the accreditation, rating or certification, or to operating voluntarily in accordance with such accreditation, rating or certification. Tenant shall annually (or such more frequent time as Tenant may elect) submit to Landlord electricity and water consumption data, in a format deemed reasonably acceptable by Landlord, within twenty (20) days following request by Landlord. Requests may be made by email to 1101energymanagement@westrock.com. Landlord reserves the right to participate in wholesale energy purchase programs and to provide energy to the Premises through such programs so long as the cost to Tenant is competitive. Notwithstanding the foregoing, Landlord shall not implement or continue, and Tenant shall not be under any obligation to comply with, any Landlord Sustainability Practices which materially increase Tenant's costs, materially increase Tenant's obligations (monetary or otherwise), or materially impair Tenant's operations and/or permitted use of the Premises and the Property.

(b) The term “Operating Expenses” includes, subject to Section 7(a) of this Amendment, (i) all reasonable costs incurred by Landlord in utilizing building systems, performance assessment tools or optimizing practices that Landlord in its discretion reasonably deems necessary or appropriate for planning, designing, installing, testing, operating and maintaining the Building, Building systems and Common Areas in a sustainable, energy efficient manner and providing a safe and comfortable work environment, with a view toward achieving improved overall performance and minimizing impact on the environment; (ii) costs related to the Landlord Sustainability Practices; and (iii) costs of any capital improvements that improve energy efficiency in operating expenses (which shall be cost capitalized and thereafter amortized as an annual Operating Expense under generally accepted accounting principles).

(c) Exhibit B to the Lease is deleted and Exhibit C to this Amendment is substituted therefor.

7. **Rights Reserved by Landlord** Tenant acknowledges that Landlord intends to expand the Building. Landlord reserves the rights to make changes to the Property and the Common Areas in connection therewith, grant easements, make public dedications, designate and modify common areas and create restrictions affecting the Property, provided that the exercise of such rights does not materially increase Tenant's costs, materially increase Tenant's obligations (monetary or otherwise), or materially and adversely impair Tenant's use of the Premises for the Use. Landlord excepts and reserves exclusively to itself any and all rights to change the name of the Building or the Property. If Landlord elects to expand the Building, Landlord shall provide adequate additional parking and impose parking requirements on any user of that area which are substantially equivalent to the requirements placed on Tenant under this Lease (e.g., to limit a tenant to that tenant's share of parking spaces) so that Tenant may use substantially the same number of parking spaces available to Tenant as of the date of this Amendment.

8. **Brokerage.** Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment other than Lee & Associates Central Florida, LLC, representing Landlord, and Cushman & Wakefield, representing Tenant, whose commissions shall be paid by Landlord pursuant to separate written agreements. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

9. **Radon.** Radon is a 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 buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

10. **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

11. **Ratification.** Landlord and Tenant hereby ratify and confirm their obligations under the Lease, and represent and warrant to each other that they have no defenses thereto to each party's actual knowledge.

12. **No Representations.** Landlord and Landlord's agents have made no representations or promises, express or implied, in connection with this Amendment except as expressly set forth herein and Tenant has not relied on any representations except as expressly set forth herein.

13. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Amendment shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail. This Amendment shall be governed by the laws of the State in which the Premises are located.

14. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

15. **Electronic Signatures.** This Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, “electronic signature” shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature.

16. **Additional Terms.** Notwithstanding anything to the contrary in the Lease, the following additional terms shall apply and govern:

(a) **Electronic Payments.** All payments may be made by ACH or other electronic means, and the parties agree to cooperate in setting up any electronic payment methods.

(b) **Affiliate Exception.** Section 18(b) of the Lease is deleted in its entirety and replaced by the following:

“(b) Landlord’s consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Amendment (or otherwise, a tangible net worth sufficient to satisfy the obligations of “Tenant” under this Lease, and provides a payment guaranty reasonably acceptable to Landlord from a guarantor with a tangible net worth acceptable to Landlord, (ii) Tenant provides Landlord notice of the Transfer at least fifteen (15) days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate (unless the Affiliate is publicly traded or is a subsidiary of a publicly traded entity), and (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement or sublease reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate’s compliance with the insurance requirements of Tenant under this Lease.”

(c) **Consequential Damage Waiver/Mutual Damage Limitations.** Notwithstanding any provision of the Lease to the contrary, 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 set forth in Sections 10(d) and 21(b) of the Lease. Further, any cost reimbursements shall be limited to the actual, reasonable costs incurred by the other party (plus any specified charges, fees, interest, late fees, or penalties). Each party will use commercially reasonable efforts to mitigate its damages.

(d) **Distress, Distraint, or Landlord’s Lien.** Landlord waives any landlord’s lien on Tenant’s property.

(e) **No Continuous Occupancy.** Nothing in the Lease shall not be interpreted as requiring Tenant to continuously occupy the Premises, and Tenant may elect to vacate the Premises at any time so long as it continues to comply with its Lease obligations (including rent payment and maintenance obligations).

(f) **Notice Address / No facsimile notice.** The parties agree to give Tenant notice to the address(es) shown on the signature page below, and further agree that facsimile notices shall not be an acceptable form of notice to Tenant.

(g) **No Financials.** So long as Tenant is publicly traded or is the subsidiary of a publicly traded entity with publicly available financials on a regulated exchange (e.g., NYSE, NASDAQ), Tenant shall have no obligation to provide any financials to Landlord or Landlord's lenders.

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This Amendment shall be deemed executed as of the date first written above.

LANDLORD:

BIG BOX PROPERTY OWNER C, LLC,
a Delaware limited liability company

By: Richard Prokup
Name: Richard Prokup
Title: Director

TENANT:

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

DS
MR

By: DocuSigned by:
Mikal B. Haislip
72F7E28F32B543A...

Name: Mikal B. Haislip

Title: Senior Vice President and Treasurer

Date: 5/14/2024

With updated address(es) for notices:

To Tenant:
VICTORY PACKAGING, L.P.
1000 Abernathy Road NE
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
Richard Tyler, Director of Real Estate
and Facilities
(realestate@westrock.com)

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

EXHIBIT A

WORK AGREEMENT

1. **Scope of Work.** Tenant shall perform those certain alterations and improvements to the Premises as may be agreed upon between Landlord and Tenant in writing (the "**Work**"), provided, however, that any such alterations or improvements will (a) become permanently affixed to the Premises, and (b) be shown on final plans and specifications approved by Landlord in accordance with the terms of the Lease.

2. **Contractors; Performance of Work.** The Work shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. Certificates of such insurance, with paid receipts therefor, must be received by Landlord before the Work is commenced. The Work shall be performed in a good and workmanlike manner free of defects and shall be performed in such a manner and at such times as and not to interfere with or delay Landlord's other contractors, the operation of the Building, and the occupancy thereof by other tenants. All contractors and subcontractors shall contact Landlord and schedule time periods during which they may use Building facilities in connection with the Work.

3. **Change Orders.** Tenant may initiate changes in the Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however, if such requested change would adversely affect (in the reasonable discretion of Landlord) (a) the Building's structure or the Building's systems, (b) the exterior appearance of the Building, or (c) the appearance of the Building's common areas, Landlord may withhold its consent. If Tenant requests any changes to the Work, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs.

4. **Walk-Through; Punchlist.** When Tenant considers the Work in the Premises to be substantially completed, Tenant will notify Landlord and within three business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of the Work. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Tenant shall use reasonable efforts to cause the contractor performing the Work to complete all punchlist items within 30 days after agreement thereon.

5. **Excess Costs.** The entire reasonable cost of performing the Work (including design of and space planning for the Work and preparation of any drawings and the final "as-built" plan of the Work, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, licenses, permits, certifications, surveys and other approvals required by law, and the construction supervision fee referenced in Section 8 of this Exhibit, all of which costs are herein collectively called the "**Total Construction Costs**") in excess of the Construction Allowance (hereinafter defined) shall be paid by Tenant. Upon selection of a contractor, Tenant shall promptly execute a work order agreement itemizes the Total Construction Costs and sets forth the Construction Allowance.

6. **Construction Allowance.** Landlord shall provide to Tenant a construction allowance not to exceed \$180,000.00 (the "**Construction Allowance**") to be applied toward the Total Construction Costs, as adjusted for any changes to the Work. Landlord shall pay to Tenant the Construction Allowance in one disbursement following the receipt by Landlord of the following items: (a) a request for payment,

and (b) final lien waivers from all persons performing work or supplying or fabricating materials for the Work, fully executed, acknowledged and in recordable form (the "**Completed Application for Payment**"). Landlord shall pay the amount requested in the Completed Application for Payment to Tenant within 30 days following Tenant's submission of the Completed Application for Payment. If, however, the Completed Application for Payment is incomplete or incorrect, Landlord's payment of such request shall be deferred until 30 days following Landlord's receipt of the Completed Application for Payment. Notwithstanding anything to the contrary contained in this Exhibit, Landlord shall not be obligated to make any disbursement of the Construction Allowance during the pendency of any of the following: (A) Landlord has received written notice of any unpaid claims relating to any portion of the Work or materials in connection therewith, other than claims which will be paid in full from such disbursement, (B) there is an unbonded lien outstanding against the Building or the Premises or Tenant's interest therein by reason of work done, or claimed to have been done, or materials supplied or specifically fabricated, claimed to have been supplied or specifically fabricated, to or for Tenant or the Premises, (C) the conditions to the advance of the Construction Allowance are not satisfied, or (D) an Event of Default by Tenant exists. The Construction Allowance must be used (that is, the Work must be fully complete and the Construction Allowance disbursed) within six months following the Renewal Date or shall be deemed forfeited with no further obligation by Landlord with respect thereto, time being of the essence with respect thereto.

7. **Construction Management.** Landlord or its affiliate or agent shall supervise the Work and coordinate the relationship between the Work, the Building and the Building's systems. In consideration for Landlord's construction supervision services, Tenant shall pay to Landlord a construction supervision fee equal to one percent of the Total Construction Costs.

EXHIBIT B

RENEWAL OPTION

Notwithstanding anything to the contrary in the Lease, Tenant shall have one (1) option to renew the Term with regard to the 150,545 rentable square feet leased by Tenant under the Lease as of the date of this Amendment (the “**Renewal Option**”) on the following terms and conditions:

a. Provided that as of the date of the receipt of the Renewal Notice (as hereinafter defined) by Landlord and the Renewal Commencement Date (as hereinafter defined), (i) Tenant is the tenant or an Affiliate of the tenant named on the Lease as of the Renewal Commencement Date, (ii) the Renewal Option is entered into during a period of affiliation of such Tenant or Affiliate, and the Security Deposit and any guaranty would apply to the Renewal Term, and (iii) no Event of Default exists beyond any applicable notice and cure period, then Tenant shall have the right to extend the Term for one (1) additional term of sixty (60) months (the “**Renewal Term**”) commencing on the day following the expiration of the Term (the “**Renewal Commencement Date**”). Tenant shall give Landlord written notice (the “**Renewal Notice**”) of its election to renew the Term in accordance with the terms hereof at least nine (9) months, but not more than twelve (12) months, prior to the scheduled expiration date of the Term.

b. The Base Rent payable by Tenant to Landlord during the Renewal Term shall be the greater of (i) 103.5% of the annual Base Rent per rentable square foot payable during the last year of the Term and (ii) the then-prevailing market rate for comparable space in comparable buildings in the vicinity of the Building taking into account the size of the Lease, the length of the renewal term, market escalations, market concessions (such as free rent or allowances typically given; provided, however, the value of typical concessions shall be used for calculation only, and Landlord shall not be required to actually grant any such concessions) and the credit of Tenant or the Guarantor of Tenant. The Base Rent shall not be reduced by reason of any costs or expenses saved by Landlord by reason of Landlord’s not having to find a new tenant for such premises (including, without limitation, brokerage commissions, costs of improvements, or lost rental income during any vacancy period).

c. Landlord shall notify Tenant of its determination of the Base Rent for the Renewal Term, and Tenant shall advise Landlord in writing of any objection within ten (10) business days of receipt of Landlord’s notice. Failure to respond within the ten (10) business day period shall constitute Tenant’s objection to such Base Rent. If Tenant objects, Landlord and Tenant shall commence negotiations to attempt to agree upon the Base Rent for a period of up to fifteen (15) days after Landlord’s receipt of Tenant’s objection notice. If the parties cannot agree, each acting in good faith but without any obligation to agree, on the Base Rent on or before the end of such fifteen (15) day period, then Tenant’s exercise of the Renewal Option shall be deemed withdrawn and the Lease shall expire or terminate in accordance with its terms.

d. The determination of the Base Rent does not reduce Tenant’s obligation to pay or reimburse Landlord for Operating Expenses and any other reimbursable or chargeable items as set forth in the Lease, and Tenant shall reimburse and pay Landlord as set forth in the Lease with respect to such items with respect to the Premises during the Renewal Term.

e. Except for the Base Rent for the Renewal Term as determined above, Tenant’s occupancy of the Premises during the Renewal Term shall be on the same terms and conditions as are in effect immediately prior to the expiration of the Term; provided, however, Tenant shall have no further right to any allowances, credits or abatements or any options to expand, contract, renew, or extend the Lease.

f. If Tenant does not give the Renewal Notice within the period set forth above, the Renewal Option shall automatically terminate. Time is of the essence as to the giving of the Renewal Notice.

g. Landlord shall have no obligation to refurbish or otherwise improve the Premises for the Renewal Term. The Premises shall be tendered on the Renewal Commencement Date in “as-is” condition, subject to Landlord’s ongoing maintenance obligations under the terms of the Lease.

h. If the Lease is extended for the Renewal Term, then, promptly after the determination of Base Rent in accordance with the terms of this Exhibit, Landlord shall prepare and Tenant shall execute an amendment to the Lease confirming the extension of the Term and the other provisions applicable thereto.

i. If Tenant exercises its right to renew the term of the Lease for a Renewal Term pursuant to this Exhibit and the parties execute the amendment, the term “Term” as used in the Lease shall be construed to include, when practicable, the Renewal Term except as provided in subparagraph (e) above.

EXHIBIT C

RULES AND REGULATIONS

1. Any sidewalks, lobbies, passages and stairways shall not be obstructed or used by Tenant for any purpose other than ingress and egress from and to the Premises. Landlord shall in all cases retain the right to control or prevent access by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, peace or character of the Property.

2. The toilet rooms, toilets, urinals, sinks, faucets, plumbing or other service apparatus of any kind shall not be used for any purposes other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith or left in any lobbies, passages, elevators or stairways.

3. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any applicable governmental agency. No person shall go on the roof without Landlord's prior written consent.

4. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant, and Tenant shall not install any window covering which would affect the exterior appearance of the Building, except as approved in writing by Landlord (which approval shall not be unreasonably withheld). Tenant shall not remove, without Landlord's prior written consent (which consent shall not be unreasonably withheld), any shades, blinds or curtains in the Premises.

5. Without Landlord's prior written consent, Tenant shall not hang, install, mount, suspend or attach anything from or to any sprinkler, plumbing, utility or other lines. If Tenant hangs, installs, mounts, suspends or attaches anything from or to any doors, windows, walls, floors or ceilings, Tenant shall spackle and sand all holes and repair any damage caused thereby or by the removal thereof at or prior to the expiration or termination of the Lease.

6. Tenant shall not change any locks nor place additional locks upon any doors without first notifying Landlord in writing and without promptly providing Landlord with keys, passes or access cards therefor.

7. Neither Tenant nor its employees, agents or invitees shall unreasonably disturb the occupants of the Building and/or the Property by the use of any loudspeakers, phonographs, radios or televisions, musical instruments, making of unseemly noises, use of flashing lights or searchlights or any other unreasonable use which can be heard or experienced outside of the Premises.

8. Tenant shall not use nor keep in the Building any animals other than handicap assistance dogs in the company of their masters be brought into or kept in or about the Property.

9. All wires installed by Tenant must be clearly tagged at the distributing boards and junction boxes and elsewhere where required by Landlord, with the number of the office to which said wires lead, and the purpose for which the wires respectively are used, together with the name of the concern, if any, operating same.

10. Tenant shall not place weights anywhere beyond the safe carrying capacity of the Building.

11. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or public rooms regardless of whether or not such loss occurred when the area is locked from entry.

12. The use of rooms as sleeping quarters is strictly prohibited at all times.

13. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the parking spaces at the Property. Tenant shall comply with all reasonable parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including, without limitation, the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles, except for tractor trailers which shall be parked only at loading docks or in areas designated for tractor trailer parking. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Tenant may not operate any recreational vehicles around the Property. Tractor trailers shall be parked in areas designated for tractor trailer parking. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft (except to the extent directly caused by Landlord or Landlord's Agents). Tenant shall cooperate with Landlord in any reasonable measures implemented by Landlord to control abuse of the parking areas. Any vehicle which violates applicable parking regulations may, after 1 day's prior notice, be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. All vehicles shall follow Landlord's designated points of entrance and exit and turn-arounds and circulation routes for the Property.

14. Pest control in the Premises is a Tenant expense. No item, including, but not limited to, temporary structures, supplies or equipment, shall be stored outside the Premises within the Property without the express permission of the Landlord, except for operational trucks and trailers parked either at the dock doors exclusively serving the Premises or in appropriate truck or trailer-parking spaces.

15. If Landlord designates the Building as a non-smoking building, Tenant and its Agents shall not smoke in the Building nor at the Building entrances and exits.

16. If at Tenant's request, Landlord consents to Tenant having a dumpster at the Property, Tenant shall locate the dumpster in the area designated by Landlord and shall keep and maintain the dumpster clean and painted with lids and doors in good working order and, at Landlord's request, locked. Tenant shall screen, at Tenant's sole cost and expense, the dumpster area at Landlord's request.

17. Tenant shall comply with any commercially reasonable move-in/move-out rules provided by Landlord.

18. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

19. For purpose of good housekeeping, safety and cleanliness of the area outside the Premises and of the Common Areas, Tenant must keep all refuse and debris in containers. If Tenant fails in this respect, Landlord may give written notification to Tenant to clean up such refuse and debris. If Tenant does not remedy the situation within forty-eight (48) hours from receipt of such notification, Landlord retains the right to clean up the area and bill Tenant for such work.

20. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property, provided, however, any new or modified rules must be reasonable, uniformly applied and do not modify any provision of the Lease, materially increase Tenant's obligations or materially impair Tenant's rights under the Lease. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

21. For new plumbing installations and whenever plumbing fixtures are being replaced, and except to the extent that the following requirements would materially impair Tenant's use or operations (e.g., to meet different regulatory or operational requirements applicable to a permitted Tenant use), Tenant shall install fixtures according to the following specifications:

- a. Water Closets with a flush volume not to exceed 1.28 gallons per flush...Urinals with a flush volume not to exceed .05 gallons per flush.
- b. Lavatory faucets with a flow rate not to exceed 0.50 gallons per minute.
- c. Breakroom and kitchen type faucets with a flow rate not to exceed 1.5 gallons per minute.
- d. Showerheads with a flow rate not to exceed 1.5 gallons per minute.

22. Tenant will furnish and maintain an adequate number of fire extinguishers in good operating condition as may be reasonably required by Landlord in accordance with local, state and federal laws, ordinances, regulations and codes.

23. These Building Rules are not intended to give Tenant any rights or claims in the event that 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 such nonenforcement will not constitute a waiver as to Tenant, provided, however, Landlord shall use commercially reasonable efforts to enforce parking regulations following Tenant's written request therefor.