

Fill in this information to identify the case:

Debtor IEH Auto Parts LLC

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 23-90057

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>8420 Westphalia Road, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor: <u>12:55:00</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>8420 Westphalia Road, LLC</u> <u>John Cornwell</u> <u>700 Milam Street</u> <u>Suite 800</u> <u>Houston, TX 77002</u>	<u>D. Mark Leonard</u> <u>500 Plaza Drive</u> <u>Floor 6</u> <u>Secaucus, NJ 07096</u>
	Contact phone <u>713-222-1470</u>	Contact phone <u>201-272-5309</u>
	Contact email <u>jcornwell@munsch.com</u>	Contact email <u>See summary page</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 0. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See attached Statement of Claim.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ 0

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/01/2023
MM / DD / YYYY

/s/D. Mark Leonard
Signature

Print the name of the person who is completing and signing this claim:

Name D. Mark Leonard
First name Middle name Last name

Title Vice President and Assistant General Counsel

Company Hartz Mountain Industries, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 802-7207 | International (781) 575-2107

Debtor: 23-90057 - IEH Auto Parts LLC		
District: Southern District of Texas, Houston Division		
Creditor: 8420 Westphalia Road, LLC John Cornwell 700 Milam Street Suite 800 Houston, TX, 77002 Phone: 713-222-1470 Phone 2: Fax: Email: jcornwell@munsch.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	Has Related Claim: No Related Claim Filed By:
Filing Party: Authorized agent		
Disbursement/Notice Parties: D. Mark Leonard 500 Plaza Drive Floor 6 Secaucus, NJ, 07096 Phone: 201-272-5309 Phone 2: Fax: E-mail: D.Mark.Leonard@hartzmountain.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached Statement of Claim.	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 0	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No	Nature of Secured Amount:	
Amount of 503(b)(9): No	Value of Property:	
Based on Lease: Yes, 0	Annual Interest Rate:	
Subject to Right of Setoff: No	Arrearage Amount:	
	Basis for Perfection:	
	Amount Unsecured:	
Submitted By: D. Mark Leonard on 01-May-2023 4:03:47 p.m. Eastern Time Title: Vice President and Assistant General Counsel Company: Hartz Mountain Industries, Inc.		

Fill in this information to identify the case:

Debtor 1 IEH Auto Parts, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 23-90057

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** 8420 Westphalia Road, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<p><u>John Cornwell</u> Name</p> <p><u>700 Milam Street, Suite 800</u> Number Street</p> <p><u>Houston TX 77002</u> City State ZIP Code</p> <p>Contact phone <u>(713) 222-1470</u></p> <p>Contact email <u>johncornwell@munsch.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p><u>D. Mark Leonard</u> Name</p> <p><u>500 Plaza Drive, Floor 6</u> Number Street</p> <p><u>Secaucus NJ 07096</u> City State ZIP Code</p> <p>Contact phone <u>(201) 272-5309</u></p> <p>Contact email <u>D.Mark.Leonard@hartzmountain.com</u></p>

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ _____ 0.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

See attached Statement of Claim.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ 0.00

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/01/2023
MM / DD / YYYY

/s/ D. Mark Leonard

Signature

Print the name of the person who is completing and signing this claim:

Name D. Mark Leonard
First name Middle name Last name

Title Vice President and Assistant General Counsel

Company Hartz Mountain Industries, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 500 Plaza Drive, Floor 6
Number Street

Secaucus NJ 07096
City State ZIP Code

Contact phone (201) 272-5309 Email D.Mark.Leonard@hartzmountain.com

Print

Save As...

Add Attachment

Reset

STATEMENT OF CLAIM

A. Basis for Claim

1. On February 5, 2013, 8420 Westphalia Road, LLC (“Landlord”), as successor-in-interest to Westphalia Venture, LLC, and IEH Auto Parts, LLC (“Debtor”), as successor-in-interest to Uni-Select USA, Inc., entered into that certain *Industrial Lease Agreement* (the “Lease Agreement”), pursuant to which Landlord leased unto Tenant, and Tenant leased from Landlord, those certain premises located at 8420 Westphalia Road, Upper Marlboro, Maryland 20774 (the “Premises”). A true and correct copy of the Lease Agreement is attached hereto as **Exhibit A**.

2. The Lease Agreement was subsequently acquired by Hartz Mountain Industries by that certain *Assignment and Assumption Agreement* (the “Assignment Agreement”) dated November 2, 2016 by and between the Landlord and U.S. Cities Fund Operating LP. A true and correct copy of the Assignment Agreement is attached hereto as **Exhibit B**. Landlord is a wholly owned subsidiary of Hartz Mountain Industries, Inc.

3. Pursuant to the Lease Agreement, the Debtor would rent the Premises from the Landlord for monthly rent of \$45,211.73, plus applicable expenses and fees.

B. Calculation of Claim

4. As of the filing of this claim, the Debtors owe no outstanding prepetition amounts to the Landlord.¹ However, out of an abundance of caution, the Landlord hereby asserts an unliquidated claim for damages for amounts owed and for accruing attorneys’ fees pursuant to Section 26.(r) of the Lease Agreement.

¹ The Landlord is currently owed an outstanding, but not yet due, payment of \$9,377.18 for reconciliation charges for the month of April. Landlord and Debtor are currently working to resolve any potential dispute related to this amount, but the Landlord reserves its right to amend or supplement this proof of claim, or to assert any future administrative claim, to assert post-petition amounts owed by the Debtor.

C. Reservation of Rights

5. Landlord reserves all of its rights to assert additional claims for any and all of its rights and the Debtor's corresponding obligations, whether pursuant to the Lease Agreement or transactions or otherwise arising from Landlord's dealings with the Debtor and its affiliated entities, including but not limited to a claim for rejection damages.

6. Nothing herein or by virtue of the filing or assertion of this claim should be deemed as any waiver or admission by Landlord as to any other claims it may hold, including but not limited to whether any amounts owed arising or coming due after the Petition Date to Landlord are entitled to administrative expense priority. Landlord expressly reserves the right to seek priority status for any and all obligations owed to Landlord.

7. Landlord expressly reserves the right to hereafter amend and/or supplement its claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing or supplementation of the amounts reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Landlord to the Debtor, or any other person. For example, Landlord asserts the claim is secured to the extent of any right of setoff that Landlord or the Debtor may hold and/or any amounts, if any, determined to be owing by Landlord to the Debtor, or to its estate. Nothing herein shall be deemed as an admission of liability, and Landlord expressly denies liability for all claims asserted by the Debtor.

8. In addition to the foregoing reservations, Landlord's filing of its proof of claim is not, and shall not be deemed or construed as: (a) a waiver or release of default(s) or of Landlord's rights against any other party or entity, or of Landlord's rights in property owned, controlled, and/or held in trust by the Debtor or any other party or entity; (b) a consent by Landlord to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any

case, adversary proceeding, or contested matter against or otherwise involving Landlord; (c) a waiver or release of Landlord's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (d) consent by Landlord to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (e) a waiver or release of Landlord's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (f) a waiver of Landlord's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; (g) consent to the entry of final judgment or orders by the Bankruptcy Court in Constitutionally non-core matters; and/or (h) an election of remedies. Landlord expressly reserves all of the foregoing.

9. This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Landlord's proof of claim.

INDUSTRIAL LEASE AGREEMENT

BETWEEN

WESTPHALIA VENTURE LLC

AS LANDLORD

AND

UNI-SELECT USA, INC.

AS TENANT

February 5, 2013

**8420 Westphalia Road
Upper Marlboro, Maryland**

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BASIC LEASE INFORMATION

This Basic Lease Information is attached to and incorporated by reference to an Industrial Lease Agreement between Landlord and Tenant, as defined below.

Lease Date:	February 5, 2013		
Landlord:	WESTPHALIA VENTURE LLC, a Delaware limited liability company		
Tenant:	UNI-SELECT USA, INC., a Delaware corporation		
Premises:	Approximately 77,285 rentable square feet of space in the building having a street address of 8420 Westphalia Road, Upper Marlboro, Maryland (the " Building "), which premises is outlined on the floor plan attached hereto as Exhibit A (the " Premises ") and which Premises shall include the Loading Docks (hereinafter defined). The land on which the Building is located (the " Land ") is described on Exhibit B . The term " Project " shall collectively refer to the Building, the Land and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operation thereof.		
Term:	The period commencing on the Commencement Date (hereinafter defined) and ending at 5:00 p.m. local time on December 31, 2023 (the " Expiration Date "), unless extended or earlier terminated in accordance with the terms and provisions of this Lease.		
Commencement Date:	April 1, 2013.		
Rent Commencement Date:	January 1, 2014.		
Base Rent:	Base Rent shall be the following amounts for the following periods of time:		
	Lease Years	Annual Base Rent Per Rentable Square Foot	Monthly Base Rent
	1 - 5	\$6.20	\$39,930.58
	6 - 10	\$7.02	\$45,211.73
	As used herein, the term " Lease Year " shall mean (a) with respect to the first Lease Year, the consecutive twelve (12)-month period beginning with the Rent Commencement Date and (b) each successive period of twelve (12) calendar months thereafter during the Term.		
Security Deposit:	None.		

Rent:	Base Rent, Additional Rent, Taxes, and Insurance (each as defined in <u>Exhibit C</u> hereto), and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.	
Permitted Use:	The operation of a first-class automotive parts distribution business, including (i) the storage of automotive parts and (ii) general office use, all in accordance with applicable Law, including all applicable zoning laws, rules and regulations, and for no other use or purpose whatsoever. Tenant shall not utilize the Premises or the Project for outside storage at any time during the Term; provided, however, that Tenant shall be permitted to keep trailers parked at dock doors serving the Premises, and, on a temporary basis, in such other areas designated by Landlord.	
Tenant's Proportionate Share:	50.28%, which is the percentage obtained by dividing (a) the number of rentable square feet in the Premises (as stated above) by (b) the number of rentable square feet in the Building (153,700 rentable square feet). Landlord and Tenant stipulate that the number of rentable square feet in the Premises and the Building as set forth above is conclusive as to the square footage in existence on the date of this Lease and shall be binding upon them. If the size of the Premises, or the size of the Building shall be increased or decreased in the future, Tenant's Proportionate Share shall be adjusted accordingly, as reasonably determined by Landlord.	
Initial Liability Insurance Amount:	\$5,000,000	
Broker/Agent:	For Tenant: NAI Global Corporate Solutions For Landlord: LPC Commercial Services, Inc.	
Tenant's Address:	Uni-Select USA, Inc. 170 Industriel Blvd. Boucherville, Quebec J4B 2X3 Canada Attention: The Secretary Telephone: (450) 641 - 2440	
Landlord's Address:	<u>For all Notices:</u> c/o Lincoln Property Company 231 East Baltimore Street Suite 902 Baltimore, MD 21202 Attention: Property Manager Telephone: (410) 659-1234	<u>With a copy to:</u> Holland & Knight, LLP 800 17 th Street, N.W. Suite 1100 Washington, DC 20006 Attention: David S. Kahn, Esq. Telephone: (202) 457-7199


The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the terms of the Lease, then the terms of the Lease shall control.

LANDLORD:

WESTPHALIA VENTURE LLC,
A Delaware Limited Liability Company

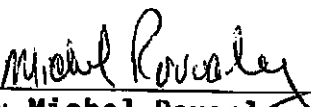
By: **Lincoln-Westphalia LLC,**
a Delaware limited liability company,
Managing Member

By: **Lincoln Non-Member Manager, Inc.**
a Texas corporation,
Manager

By: 
~~J. Paul Price, Executive Vice President~~
BAR: NICHOLS

TENANT:

UNI-SELECT USA, INC.,
a Delaware corporation

By: 
Name: Michel Ravacley
Title: Duly authorized officer

INDUSTRIAL LEASE AGREEMENT

This Industrial Lease Agreement (this "Lease") is entered into as of the ___ day of _____, 2013, between WESTPHALIA VENTURE LLC, a Delaware limited liability company ("Landlord"), and UNI-SELECT USA, INC., a Delaware corporation ("Tenant").

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: "Affiliate" means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; "Building's Structure" means the Building's exterior walls, roof, elevator shafts (if any), footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams; "Building's Systems" means the Premises' and Building's HVAC, life-safety, plumbing, electrical, and mechanical systems; "Business Day(s)" means Monday through Friday of each week, exclusive of Holidays; "Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other nationally or regionally recognized holiday; "including" means including, without limitation; "Laws" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Project, and "Law" shall mean any of the foregoing; "Tenant's Off-Premises Equipment" means any of Tenant's equipment or other property that may be located on or about the Project (other than inside the Premises); and "Tenant Party" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, guests, customers and invitees.

2. **Premises; Tenant Improvements.** (a) Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises (as defined in the Basic Lease Information). In addition, Tenant shall have an exclusive license to use the loading docks exclusively serving the Premises (collectively, the "Loading Docks").

(b) Landlord shall deliver the Premises to Tenant in its "as-is" condition without (i) any obligation on Landlord's part to undertake or, except for the Improvement Allowance (as defined in this Section 2(b)) to be provided by Landlord pursuant to the terms of this Section 2(b), pay for, any improvements or alterations therein; or (ii) any representations or warranties regarding the condition thereof. Tenant shall construct the initial improvements in and to the Premises (the "Tenant Improvements"), the cost of which shall be borne by Tenant, subject to the application of the Improvement Allowance. The Tenant Improvements shall be deemed an "Alteration" under this Lease and shall be subject to all the terms and conditions in this Lease concerning Alterations. Any delay by Tenant in the completion of the Tenant Improvements shall not delay, or otherwise affect, the Lease Date, the Commencement Date or the Rent Commencement Date. Provided Tenant is not in default of the Lease, Landlord agrees to provide to Tenant an allowance (the "Improvement Allowance") in an amount up to Three Hundred Eighty-Six Thousand Four Hundred Twenty-Five Dollars (\$386,425.00) (or Five Dollars (\$5.00) per rentable square foot of the Premises) to be applied solely to the "hard" costs

of constructing the Tenant Improvements (the "Construction Costs"). Provided that Tenant has fully performed all of its obligations under this Lease, any available Improvement Allowance (the "Available Allowance") shall be disbursed by Landlord in accordance with the terms of this Section 2(b). Tenant shall submit to Landlord, from time to time, but not more often than once per calendar month, requests for direct payments to third parties, of or for reimbursement to Tenant for Construction Costs incurred by Tenant out of the Available Allowance, which requests shall be accompanied by (A) paid receipts or invoices substantiating the costs for which payment is requested; (B) a signed statement from Tenant certifying that the costs were actually incurred for the stated amount; (C) lien waivers from the party supplying the services or materials for which payment is sought; and (D) such other information as Landlord reasonably requires. Provided Tenant delivers to Landlord an approved draw request, prepared as set forth above, Landlord shall pay the costs covered by such payment request within thirty (30) days following receipt thereof (but Landlord shall not be obligated to make more than one (1) such payment in any calendar month). Notwithstanding the foregoing, in no event shall Landlord be obligated to pay, in the aggregate, an amount in excess of eighty percent (80%) of the Improvement Allowance until satisfaction of the following conditions: (1) Tenant's occupancy of the Premises for the conduct of its business; (2) receipt by Landlord of appropriate paid receipts or invoices and a final lien waiver from each subcontractor and supplier covering all work performed by the subcontractors and all materials used in connection with the construction of the Tenant Improvements; and (3) Tenant's delivery to Landlord of all receipts, invoices or other documentation necessary to substantiate all costs payable by Landlord hereunder. If Tenant does not expend all of the Improvement Allowance for Construction Costs as permitted hereunder on or before the Rent Commencement Date, any unused portion of the Improvement Allowance not so used shall be retained by Landlord. All Construction Costs in excess of the Available Allowance shall be paid solely by Tenant on or before the date such costs are due and payable (or if previously paid by Landlord, shall be reimbursed to Landlord by Tenant within ten (10) days of receipt by Tenant of invoices therefor from Landlord), and Tenant agrees to indemnify Landlord from and against any such costs. All amounts payable by Tenant pursuant to this Section 2(b) shall be deemed to be Rent for purposes of the Lease. If required by Landlord, Tenant shall provide evidence satisfactory to Landlord that Tenant has sufficient funds available to pay all Construction Costs in excess of the Improvement Allowance.

(c) Provided Tenant has delivered to Landlord evidence reasonably satisfactory to Landlord that all insurance required to be carried by Tenant and its contractors hereunder is effective, Tenant shall have access to the Premises immediately upon the occurrence of the Lease Date; provided, however, Tenant shall not be entitled to make any alterations or improvements to the Premises until the plans and specifications for the Tenant Improvements have been finally approved by Landlord in accordance with the terms of this Lease. Except for purposes of constructing the Tenant Improvements in accordance with the terms of this Lease, Tenant shall not be permitted to occupy the Premises for purposes of conducting its business therein or for any other purpose, unless and until Tenant delivers to Landlord a certificate of occupancy and any other approvals required for Tenant's occupancy of the Premises from any governmental authorities having jurisdiction over the Premises, all of which shall be obtained by Tenant at Tenant's sole cost and expense. If Landlord notifies Tenant that the Premises are otherwise available for Tenant to take possession thereof, but Tenant is not permitted to take possession of the Premises because Tenant has failed to deliver to Landlord evidence reasonably satisfactory to Landlord that all insurance required hereunder to be carried by Tenant and its contractor is

effective, then (i) Landlord shall be deemed to have tendered possession of the Premises to Tenant, (ii) neither the Lease Date, the Commencement Date nor the Rent Commencement Date shall be delayed as a result thereof, and (iii) Tenant shall be entitled to access the Premises when such evidence of insurance has been delivered to Landlord.

3. **Term and Commencement of Term.** This Lease shall be in full force and effect from the Lease Date. The term of this Lease (the "**Term**") shall commence on the Commencement Date set forth above in the Basic Lease Information and shall expire on the Expiration Date set forth above in the Basic Lease Information. Tenant shall obtain all applicable permits for the operation of Tenant's business in the Premises prior to taking occupancy of the Premises, including without limitation an interior alterations permit and/or racking permit.

4. **Rent.** Commencing on the Rent Commencement Date and thereafter throughout the remainder of the Term, Tenant shall timely pay to Landlord Rent (as defined in the Basic Lease Information), including the amounts set forth in Exhibit C hereto, without notice, demand, deduction or set-off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association at Landlord's address provided for in this Lease or as otherwise specified by Landlord (or by wire transfer pursuant to wiring instructions provided by Landlord to Tenant upon Tenant's written request) and shall be accompanied by all applicable state and local sales or use taxes. The obligations of Tenant to pay Base Rent (as defined in the Basic Lease Information) and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Base Rent, adjusted as herein provided, shall be payable monthly in advance, in the amount set forth in the Basic Lease Information, above. The first (1st) installment of Monthly Base Rent shall be payable contemporaneously with the execution and delivery of this Lease by Tenant. The monthly Base Rent for any partial month at the beginning of the Term shall equal the product of 1/365 (or in the event of a leap year, 1/366) of the annual Base Rent in effect during the partial month and the number of days in the partial month, and shall be paid by Tenant on the date Tenant executes this Lease and delivers same to Landlord. Tenant shall pay Additional Rent, Taxes and Insurance (each as defined in Exhibit C) at the same time and in the same manner as Base Rent.

5. **Delinquent Payment; Handling Charges.** All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of fifteen percent (15%) per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"), and, in addition to such interest, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to five percent (5%) of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency; provided, however, on the first occasion of any late payment in any twelve (12)-month period, and no more than once in any twelve (12)-month period, Landlord agrees to waive its right to collect such interest and late payment fee on such unpaid amount if such payment is made no later than the fifth (5th) day after Landlord delivers to Tenant written notice of such late payment. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

6. **Intentionally Omitted.**

7. **Services; Utilities; Common Areas.**

(a) **Services.** Other than Landlord's maintenance obligations expressly set forth in this Lease, Landlord shall not be obligated to provide any services to Tenant, the Premises or the Building.

(b) **Provision of Utility Services.** Tenant shall be solely responsible for obtaining and paying for all electricity, gas, telephone and other utilities, excluding water and sewer which Tenant shall pay for in accordance with the terms of Exhibit C, required for the operation of Tenant's business in the Premises directly from the public utility company furnishing same, and Tenant shall pay each such utility company directly for all charges for the provision of such utility services; provided, however, that Landlord shall be responsible for providing water and sewer to the Premises. All utilities, excluding water and sewer, shall be separately metered as of the Commencement Date, at Landlord's sole cost. Tenant shall pay directly to the applicable public utility company furnishing same all utility deposits and fees, and all monthly service charges for electricity, gas, telephone and any other utility services furnished to the Premises (except for water and sewer) during the Term of this Lease. Anything to the contrary notwithstanding, Tenant shall remain obligated for the payment of Tenant's Proportionate Share (as defined in the Basic Lease Information) of any utilities or services furnished to the Common Areas (as defined in Section 7(c), below) pursuant to Exhibit C. Landlord shall not be liable for any interruption in utility services provided to the Premises or the Common Areas, nor shall Tenant be entitled to an abatement or reduction of Rent on account thereof.

Tenant shall not install in the Premises any equipment which exceeds or overloads the capacity of the utility facilities serving the Premises without Landlord's prior consent. Prior to installing any such equipment, Tenant shall submit plans and specifications for such equipment to Landlord, which shall be subject to Landlord's prior written approval in its sole discretion.

(c) **Common Areas.** The term "**Common Area**" is defined for all purposes of this Lease as that part of the Project intended for the common use of all tenants, including among other facilities parking areas, private streets and alleys, landscaping, curbs, loading areas, sidewalks, lighting facilities, drinking fountains, public toilets, and the like, but excluding: (i) space in buildings (now or hereafter existing) designated for rental for commercial purposes, as the same may exist from time to time; (ii) streets and alleys maintained by a public authority; (iii) areas within the Project which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Premises); and (iv) areas leased to a single-purpose user where access is restricted. Landlord shall have the right to prescribe rules and regulations regarding any use of the roof of the Building by tenants or other third parties. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, signs or other improvements in the Project. Tenant, and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the non-exclusive right to use the Common Area (excluding roof(s)) as constituted from time to time, such use to be in common with Landlord, other tenants in the Building, and other persons permitted by the Landlord to use the same, and subject to rights of governmental authorities, easements, other restrictions of record, and such reasonable rules and

regulations governing use as Landlord may from time to time prescribe. For example, and without limiting the generality of Landlord's ability to establish rules and regulations governing all aspects of the Common Area, Tenant agrees as follows:

(i) Landlord may from time to time designate specific areas within the Project or in reasonable proximity thereto in which automobiles and/or trailer trucks owned by Tenant and its employees shall be parked. Tenant agrees that if any vehicle owned by Tenant or any of its employees shall at any time be parked in any part of the Project other than the specified areas designated for Tenant's parking, Landlord shall provide written notice to Tenant. If such vehicle has not been moved within a reasonable period after the giving of such notice, Landlord may have such vehicle towed at the cost of the owner of same.

(ii) Tenant shall not solicit business within the Common Area nor take any action which would interfere with the rights of other persons to use the Common Area.

(iii) Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary to make repairs or alterations or to prevent the public from obtaining prescriptive rights.

(iv) With regard to the roof of the Building, use of the roof is reserved to Landlord, or with regard to any tenant demonstrating to Landlord's satisfaction a need to use same, to such tenant after receiving prior written consent from Landlord. If, after the date of this Lease, any equipment installed on the roof of the Building by another tenant of the Building materially and adversely interferes with Tenant's Wi-Fi or radio frequency equipment, Landlord shall use commercially reasonable efforts to ensure that such other tenant promptly remedy such interference.

8. **Alterations; Repairs; Maintenance; Signs.**

(a) **Alterations.** Tenant shall not make any alterations, additions or improvements to the Premises (collectively, the "**Alterations**") without the prior written consent of Landlord (such consent not to be unreasonably withheld, conditioned or delayed, except for Alterations which affect the base Building or any of the base Building Systems or which may be visible from outside the Premises, with respect to which Landlord may withhold its consent in its sole discretion), except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Premises. Tenant shall furnish complete plans and specifications to Landlord for its approval at the time Tenant requests Landlord's consent to any Alterations. Subsequent to obtaining Landlord's consent and prior to commencement of the Alterations, Tenant shall deliver to Landlord any building permit required by applicable Law and a copy of the executed construction contract(s). Except with respect to the Tenant Improvements, Tenant shall reimburse Landlord within ten (10) days after the rendition of a bill for all of Landlord's reasonable actual out-of-pocket costs incurred in connection with any Alterations, including all management, engineering, outside consulting, and construction fees incurred by or on behalf of Landlord for the review and approval of Tenant's plans and specifications and for the monitoring of construction of the Alterations; provided, however, that in no event shall such costs and fees exceed an amount equal to three percent (3%) of the cost of such Alterations. If Landlord consents to the making of any Alteration, such

Alteration shall be made by Tenant at Tenant's sole cost and expense by a contractor approved in writing by Landlord. Tenant shall require its contractor to maintain insurance in such amounts and in such form as Landlord may require. Without Landlord's prior written consent, Tenant shall not use any portion of the Common Areas in connection with the making of any Alterations. If the Alterations which Tenant causes to be constructed result in Landlord being required to make any alterations and/or improvements to other portions of the Project in order to comply with any applicable Laws, then Tenant shall reimburse Landlord upon demand for all reasonable costs and expenses incurred by Landlord in making such alterations and/or improvements. Any Alterations made by Tenant shall become the property of Landlord upon installation and shall remain on and be surrendered with the Premises upon the expiration or sooner termination of this Lease, except Tenant shall upon demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event not later than ten (10) days after the expiration or earlier termination of the Lease) remove all or any portion of any Alterations made by Tenant which are designated by Landlord to be removed (including without limitation stairs, bank vaults, and cabling, if applicable) and repair and restore the Premises in a good and workmanlike manner to their original condition, reasonable wear and tear excepted; provided, however, that with respect to the Tenant Improvements, Landlord shall make such demand at the time of Landlord's approval of the plans for such Tenant Improvements. All construction work done by Tenant within the Premises shall be performed (i) in a good and workmanlike manner with new materials of first-class quality, lien-free and in compliance with all Laws, (ii) in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business in the Building and (iii) in accordance with the reasonable rules and regulations promulgated by Landlord from time to time with respect to the performance of work in the Building, including the rules and regulations attached to this Lease as **Exhibit D**. Tenant agrees to indemnify, defend and hold Landlord harmless against any loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

(b) **Repairs; Maintenance.**

(i) **By Landlord.** Landlord shall, subject to reimbursement by Tenant pursuant to Paragraph 2 of **Exhibit C**, maintain the foundation, other structural elements, the exterior walls (except plate glass; windows, doors and other exterior openings; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, heating, air conditioning, plumbing and other electrical and mechanical installations, equipment and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of exterior walls) and roof of the Premises in good repair. Landlord, however, shall not be required to make any repairs occasioned by the negligence or willful misconduct of Tenant, its agents, contractors, employees, subtenants, invitees, customers, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement); and the provisions of the previous sentence are expressly recognized to be subject to the casualty and condemnation

provisions of this Lease. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice in which to make such repairs. Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused due to any work performed in the Premises pursuant to Landlord's rights and obligations under the Lease. In addition, Landlord shall maintain the Common Areas of the Project (including the Parking Area and the Trailer Parking Area and the removal of snow and ice therefrom), subject to reimbursement by Tenant as set forth in Exhibit C. To the extent allowed by law, Tenant waives the right to make repairs to the Building at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(ii) **By Tenant.** Tenant shall keep the Premises and the Loading Docks in good, clean and habitable condition and shall at its sole cost and expense keep the same free of dirt, rubbish, ice or snow, insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement in accordance with all applicable Laws of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Premises, in each case to the extent the same has been installed by Tenant, is located in the Premises (and is not a part of the Building's Systems) or exclusively serves the Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent. If any repairs required to be made by Tenant hereunder are not made within ten (10) business days after written notice delivered to Tenant by Landlord (such time period not being subject to the notice and cure provisions of Section 17(f)), Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs and Tenant shall pay to Landlord upon demand, as Rent hereunder, the cost of such repairs plus interest at the Default Rate, such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant. Notwithstanding the foregoing, Landlord shall have the right to make such repairs without notice to Tenant in the event of an emergency, or if such repairs relate to the exterior of the Premises. At the expiration of this Lease, Tenant shall surrender the Premises in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord. If Landlord elects to store any personal property of Tenant, including goods, wares, merchandise, inventory, trade fixtures and other personal property of Tenant, same shall be stored at the sole risk of Tenant. Except in the event of the gross negligence of Landlord, but subject to the terms of Section 11(c), below, Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Project or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around

outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are integral to its Lease obligations. Tenant shall adopt and implement the moisture and mold control guidelines set forth on Exhibit L attached hereto.

(iii) **Performance of Work.** All work described in this Section 8 shall be performed only by contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and Landlord's property management company as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Upon Landlord's written request, Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's Structure and the Building's Systems). All such work which may affect the Building's Structure or the Building's Systems, at Landlord's election, must be performed by Landlord's usual contractor for such work or a contractor approved by Landlord. All work affecting the roof of the Building must be performed by Landlord's roofing contractor or a contractor approved by Landlord and no such work will be permitted if it would void or reduce the warranty on the roof.

(c) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises or the Project in connection therewith. If a lien is filed, then Tenant shall, within fifteen (15) business days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, Project or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either: (1) pay the amount of the lien and cause the lien to be released of record; or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within fifteen (15) business after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the

end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, Project or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, shareholders, partners, employees, managers, contractors, attorneys and agents (collectively, the "**Indemnitees**") from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. The foregoing indemnity shall survive termination or expiration of this Lease.

(d) **Signs.** Subject to the terms of Section 8(e) and Section 8(f), below, Tenant shall not place or permit to be placed any signs upon: (i) the roof of the Premises; or (ii) the Common Areas; or (iii) any exterior area of the Building without Landlord's prior written approval, which approval shall be granted or withheld by Landlord in its sole discretion. Upon request of Landlord, Tenant shall immediately remove any sign, advertising material or lettering which Tenant has placed or permitted to be placed upon the exterior or interior surface of any door or window or at any point inside the Premises, or the exterior of the Building, if required in connection with any cleaning, maintenance or repairs to the Building or which in Landlord's reasonable opinion, is of such a nature as to not be in keeping with the standards of the Project, and if Tenant fails to do so, Landlord may without liability remove the same at Tenant's expense. Tenant shall comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material or lettering of all tenants in the Building. The Tenant, upon vacation of the Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting or replacement of the Building fascia surface or other portion of the Building where signs are attached. If Tenant fails to do so, Landlord may have the sign removed and the cost of removal shall be payable by Tenant within fifteen (15) days of invoice.

(e) **Exterior Building Sign.** Provided Tenant is leasing and is in occupancy of at least 77,285 rentable square feet of space in the Building, Tenant, at Tenant's sole cost and expense, shall have the right to install adjacent to the exterior entrance to the Premises one (1) exterior building sign containing Tenant's name and/or Tenant's corporate logo on the exterior of the Building (the "**Exterior Building Sign**"), provided that (i) the Exterior Building Sign is permitted under all applicable Laws and any other governmental authorities having appropriate jurisdiction over the Building, (ii) the Exterior Building Sign conforms to all applicable Laws, and to the terms and conditions hereinafter set forth, and (iii) Tenant has obtained all permits, licenses and approvals that may be required in order to install the Exterior Building Sign. The exact style, dimensions and location of the Exterior Building Sign shall be determined by Tenant and approved by Landlord in its reasonable discretion, and the exact design of the Exterior Building Sign and the materials comprising same shall be subject to Landlord's prior review and prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord reserves the right to approve in its sole discretion the manner in which the sign is affixed to the Building. Tenant shall be responsible for repairing and maintaining the Exterior Building Sign in a first-class condition throughout the Term. The Exterior Building Sign shall be installed by a contractor reasonably approved by Landlord at Tenant's sole cost and expense. On or before the

end of the Term, or in the event that (a) Tenant assigns this Lease, (b) Tenant fails to lease and occupy at least 77,285 rentable square feet in the Building, or (c) an Event of Default occurs under this Lease, Tenant shall, at Tenant's sole cost and expense, have a contractor reasonably approved by Landlord remove the Exterior Building Sign and restore the portion of the Building affected thereby to the condition which existed immediately prior to the installation of the Exterior Building Sign. If Tenant fails to timely remove the Exterior Building Sign or fails to restore the portion of the Building affected by such removal in accordance with the terms of the immediately preceding sentence, Landlord shall have the right, but not the obligation, to undertake such removal and/or restoration and Tenant shall reimburse Landlord for all costs incurred by Landlord in connection therewith, immediately upon demand therefor. Tenant's rights under this Section 8(e) are personal to Uni-Select USA, Inc., and no assignee or sublessee of Tenant or any other person or entity whatsoever shall have any rights under this Section 8(e). Tenant hereby agrees to indemnify and hold Landlord and its agents, officers, directors and employees harmless from and against any cost, damage, claim, liability or expense (including reasonable attorneys' fees) incurred by or claimed against Landlord and its agents, officers, directors and employees, directly or indirectly, as a result of or in any way arising from the installation, maintenance, repair, operation, removal or existence of the Exterior Building Sign.

(f) Monument Plaque. Provided Tenant is leasing and is in occupancy of at least 77,285 rentable square feet of space in the Building, but subject to the terms and conditions set forth in this Section 8(f), Tenant, at Tenant's sole cost and expense, shall be permitted to install a plaque bearing Tenant's name (the "Monument Plaque") on Landlord's monument sign located at the entrance to the Project adjacent to Westphalia Road (the "Monument Sign"). All attributes of the Monument Plaque, including without limitation size, materials, color and position on Landlord's Monument Sign, shall be subject to: (i) Landlord's approval in its sole discretion exercised in good faith; and (ii) all conditions, restrictions and requirements recorded against, or otherwise applicable to, the Land, the Building or the Project. Tenant's right to install the Monument Plaque shall be subject to Tenant's receipt of all necessary permits and approvals for such installation; provided that the failure to obtain such permits or approvals shall not affect the Lease (or Tenant's obligations hereunder) in any way. Tenant shall be responsible for repairing and maintaining the Monument Plaque in a first-class condition throughout the Term. The Monument Plaque shall be installed by Landlord at Tenant's sole cost and expense. On or before the end of the Term, or in the event that (a) Tenant assigns this Lease, (b) Tenant fails to lease and occupy at least 77,285 rentable square feet in the Building, or (c) an Event of Default occurs under this Lease, Tenant shall, at its sole cost and expense, have a contractor reasonably approved by Landlord remove the Monument Plaque and restore the portion of Landlord's Monument Sign affected thereby to the condition which existed immediately prior to the installation of the Monument Plaque. If Tenant fails to timely remove the Monument Plaque or fails to restore the portion of Landlord's Monument Sign affected by such removal in accordance with the terms of the immediately preceding sentence, Landlord shall have the right, but not the obligation, to undertake such removal and/or restoration and Tenant shall reimburse Landlord for all costs incurred by Landlord in connection therewith, immediately upon demand therefor. Tenant's rights under this Section 8(f) are personal to Uni-Select USA, Inc., and no assignee or sublessee of Tenant or any other person or entity whatsoever shall have any rights under this Section 8(f). Tenant hereby agrees to indemnify and hold Landlord and its agents, officers, directors and employees harmless from and against any cost, damage, claim, liability or expense (including reasonable attorneys' fees) incurred by or claimed against Landlord and its agents,

officers, directors and employees, directly or indirectly, as a result of or in any way arising from the installation, maintenance, repair, operation, removal or existence of the Monument Plaque.

9. **Use.** Tenant shall use the Premises only for the Permitted Use (as set forth in the Basic Lease Information) and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to any use that would damage the Premises. Tenant, at its sole cost and expense, shall obtain and keep in effect during the term, all permits, licenses, and other authorizations necessary to permit Tenant to use and occupy the Premises for the Permitted Use in accordance with applicable Law, including without limitation all permits for racking systems and other interior Alterations. Any modifications to the Building's Systems required to be performed in accordance with applicable law resulting from Tenant's particular use of the Premises shall be performed by Landlord at Tenant's sole cost and expense. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant: (a) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "**Disabilities Acts**") in the Premises; and (b) Landlord shall bear the risk of complying with the Disabilities Acts in the Common Areas (subject to reimbursement as set forth in Exhibit C), other than compliance that is necessitated by the use of the Premises for other than the Permitted Use or as a result of any alterations or additions made by Tenant (which risk and responsibility shall be borne by Tenant). The Premises shall not be used for any purpose which creates strong, unusual, or offensive odors, fumes, dust or vapors; which emits noise or sounds that are objectionable due to intermittence, beat, frequency, shrillness, or loudness; which is associated with indecent or pornographic matters; or which involves political or moral issues (such as abortion issues). Tenant shall not use or permit any fork lifts in the Premises which are equipped with metal wheels. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. Tenant shall store all trash and garbage within the Premises or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense (unless Landlord finds it necessary to furnish such a service, in which event Tenant shall be charged an equitable portion of the total of the charges to all tenants using the service). Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Project. Tenant shall not knowingly conduct or permit to be conducted in the Premises any activity, or place any equipment in or about the Premises or the Building, which will invalidate the insurance coverage in effect or increase the rate of fire insurance or other insurance on the Premises or the Building. If any invalidation of coverage or increase in the rate of fire insurance or other insurance occurs or is threatened by any insurance company due to activity conducted from the Premises, or any act or omission by Tenant, or its agents, employees, representatives, or contractors, such statement or threat shall be conclusive evidence that the increase in such rate is due to such act of Tenant or the contents or equipment in or about the Premises, and, as a result thereof, Tenant shall be liable for such increase and shall be considered Rent payable with the next monthly installment of Base Rent due under this Lease. In no event shall Tenant introduce or permit to be kept on the Premises or brought into the Building any dangerous, noxious, radioactive or explosive substance.

10. **Assignment and Subletting.**

(a) **Transfers.** Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, provided that Landlord determines that the proposed subtenant or assignee satisfies the standards set forth in Section 10(b), below), : (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law; (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization; (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant; (4) sublet any portion of the Premises; (5) grant any license, concession, or other right of occupancy of any portion of the Premises; or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 10(a)(1) through Section 10(a)(6) being a "**Transfer**").

(b) **Consent Standards.** Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that Tenant is not then in default under the Lease and the proposed transferee: (1) is creditworthy; (2) has a good reputation in the business community; (3) will use the Premises in accordance with applicable law and will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building; (4) will not use the Premises in a manner that would materially increase the pedestrian or vehicular traffic to the Project; (5) is not a governmental entity, or subdivision or agency thereof; and (6) is not a person or entity with whom Landlord is then, or has been within the six-month period prior to the time Tenant seeks to enter into such assignment or subletting, negotiating to lease space in the Building, or any Affiliate of any such person or entity; otherwise, Landlord may withhold its consent in its sole discretion.

(c) **Request for Consent.** If Tenant requests Landlord's consent to a Transfer, then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed pertinent documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Concurrently with Tenant's notice of any request for consent to a Transfer, Tenant shall pay to Landlord a fee of \$1,000 to defray Landlord's expenses in reviewing such request, and Tenant shall also reimburse Landlord immediately upon request for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and

severally liable therefor. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment approved by Landlord, provided such improvements have been previously approved in writing by Landlord.

(e) **Attornment by Subtenants.** Each sublease by Tenant hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, either terminate the sublease or take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be: (1) liable for any previous act or omission of Tenant under such sublease; (2) subject to any counterclaim, offset or defense that such subtenant might have against Tenant; (3) bound by any previous modification of such sublease or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment; (4) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to which such subtenant shall look solely to Tenant for refund or reimbursement; or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound by the terms and conditions set forth in this Section 10(e). The provisions of this Section 10(e) shall be self-operative, and no further instrument shall be required to give effect to this provision.

(f) **Cancellation.** Landlord may, within thirty (30) days after submission of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or assigned as of the date the proposed Transfer is to be effective. If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises, Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer, and Rent shall be reduced proportionately based on the remaining square footage in the Premises. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(g) **Intentionally Omitted.**

(h) **Qualified Tenant Affiliates.** Notwithstanding anything to the contrary contained herein, Tenant may upon at least thirty (30) days prior written notice to Landlord (the "**Affiliate Notice**"), but without Landlord's prior written consent, assign this Lease, or sublet all

or a portion of the Premises to a **Qualified Tenant Affiliate** (hereinafter defined), provided, that the business operations of the proposed assignee or subtenant (which shall be disclosed in the Affiliate Notice) does not conflict with any exclusivity or other limitation that may be imposed upon Landlord, and no default by Tenant exists under the Lease. A "**Qualified Tenant Affiliate**" shall mean a corporation or other entity which (i) shall control, be controlled by or be under common control with Tenant or which results from a merger with Tenant or which acquires all or substantially all of the business and assets (or stock) of Tenant, (ii) is of a type and quality consistent with the first-class nature of the Building, (iii) has the financial capacity and creditworthiness to undertake and perform the obligations of this Lease or the sublease, (iv) is not a party by whom any suit or action could be defended on the ground of sovereign immunity, and (v) in the case of a merger or acquisition, has a net worth and general creditworthiness immediately after such merger or acquisition at least equal to the net worth and general creditworthiness of Tenant as of the date of this Lease. In the event of any assignment to a Qualified Tenant Affiliate, Tenant shall remain fully liable to perform the obligations of Tenant under this Lease, such obligations to be joint and several with the obligations of the Qualified Tenant Affiliate as tenant under this Lease, and Tenant shall execute such guaranty or other agreement as Landlord shall request to confirm such liability.

11. **Insurance; Waivers; Subrogation; Indemnity.**

(a) **Tenant's Insurance.** Effective as of the earlier of: (i) the date Tenant enters or occupies the Premises; or (ii) the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of \$5,000,000 per occurrence, or, following the expiration of the initial Term, such other amounts as Landlord may from time to time reasonably require, insuring Tenant against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, naming Landlord, Landlord's property management company and any Landlord's Mortgagee (as defined in Section 12(a), below), as additional insureds and (without implying any consent by Landlord to the installation thereof) the installation, operation, maintenance, repair or removal of Tenant's Off-Premises Equipment with an additional insured endorsement in form CG 20206 1185; (B) Automobile Liability covering any owned, non-owned, leased, rented or borrowed vehicles of Tenant with limits no less than \$5,000,000 combined single limit for property damage and bodily injury; (C) All Risk Property insurance it being understood that no lack or inadequacy of insurance by Tenant shall in any event make Landlord subject to any claim by virtue of any theft of or loss or damage to any uninsured or inadequately insured property; (E) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy); (F) worker's compensation insurance in amounts not less than statutorily required; (G) in the event Tenant performs any alterations or repairs in, on, or to the Premises, Builder's Risk Insurance on an All Risk basis (including collapse provided such collapse is not the result of a building deficiency or faulty workmanship) on a completed value (non-reporting) form, or by endorsement including such coverage pursuant to Section 11(a)(2)(C) hereinabove, for full replacement value covering all work incorporated in the Building and all materials and equipment in or about the Premises; and (H) such other insurance or any changes or endorsements to the insurance required herein, including increased limits of coverage, as Landlord, or any mortgagee or lessor of Landlord, may reasonably require from time to time provided Landlord recognizes and acknowledges that the

insurance carried by Tenant may (1) cover multiple locations leased from multiple landlords making it such that it would be unrealistic for Tenant to satisfy the individual insurance requirements of multiple landlords, and (2) are issued subject to large deductibles that may from time to time be increased or decreased at Tenant's discretion. Tenant's insurance shall provide primary coverage to Landlord and shall not require contribution by any insurance maintained by Landlord, when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance, with an additional insured endorsement in form CG 20206 1185, and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at prior to the Lease Date and prior to any renewal of any such insurance coverage, and Tenant shall promptly notify Landlord if any cancellation of material modification of any of the insurance carried by Tenant hereunder. All such insurance policies shall be in form, and issued by companies with a Best's rating of A:VII or better. Notwithstanding anything to the contrary contained in this Lease if (1) Tenant fails to comply with the foregoing insurance requirements or fails to deliver to Landlord the certificates or evidence of coverage required herein and such failure continues after the expiration of a five (5) Business Day cure period, then Landlord may deliver notice thereof to Tenant ("**Insurance Obligations Failure Notice**"), which Insurance Obligations Failure Notice shall refer to this **Section 11(a)** and state in capital bold letters in the Insurance Obligations Failure Notice the following: "**TENANT MUST PROVIDE TO LANDLORD THE INSURANCE POLICY INFORMATION REQUESTED PURSUANT TO SECTION 11(a) OF THE LEASE WITHIN FIVE (5) DAYS OF RECEIPT OF THIS NOTICE OR TENANT SHALL BE IN DEFAULT OF THE PROVISIONS OF THE LEASE**", and (2) Tenant fails to deliver the requested insurance requirements, certificates of insurance or evidence of coverage required hereunder, as applicable, to Landlord within five (5) days after Tenant's receipt of the Insurance Obligations Failure Notice, then, such failure shall constitute an immediate Default under this Lease. If, after receipt of written notice from Landlord and the expiration of a five (5) Business Day cure period, Tenant fails to comply with the foregoing insurance requirements or fails to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Tenant for its acts or omissions as provided in this Lease.

(b) **Landlord's Insurance**. Throughout the Term of this Lease, Landlord shall maintain, as a minimum, the following insurance policies: (1) property insurance for the Building's replacement value (excluding property required to be insured by Tenant), less a commercially-reasonable deductible if Landlord so chooses; and (2) commercial general liability insurance in an amount of not less than \$3,000,000. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. Tenant shall pay Tenant's Proportionate Share of the cost of all insurance carried by Landlord with respect to the Project, as described in Paragraph 4 of **Exhibit C**. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

(c) **No Subrogation.** LANDLORD AND TENANT EACH WAIVES ANY CLAIM IT MIGHT HAVE AGAINST THE OTHER FOR ANY DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY, TO THE EXTENT THE SAME IS INSURED AGAINST UNDER ANY INSURANCE POLICY THAT COVERS THE BUILDING, THE PREMISES, LANDLORD'S OR TENANT'S FIXTURES, PERSONAL PROPERTY, LEASEHOLD IMPROVEMENTS, OR BUSINESS, OR IS REQUIRED TO BE INSURED AGAINST UNDER THE TERMS HEREOF, REGARDLESS OF WHETHER THE NEGLIGENCE OF THE OTHER PARTY CAUSED SUCH LOSS (DEFINED BELOW). LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT OF SUBROGATION AND RIGHT OF RECOVERY OR CAUSE OF ACTION FOR INJURY INCLUDING DEATH OR DISEASE TO RESPECTIVE EMPLOYEES OF EITHER AS COVERED BY WORKER'S COMPENSATION (OR WHICH WOULD HAVE BEEN COVERED IF TENANT OR LANDLORD AS THE CASE MAY BE, WAS CARRYING THE INSURANCE AS REQUIRED BY THIS LEASE). EACH PARTY SHALL CAUSE ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHTS OF RECOVERY UNDER SUBROGATION OR OTHERWISE AGAINST THE OTHER PARTY.

(d) **Indemnity.** (i) **By Tenant.** Subject to Section 11(c), Tenant shall indemnify, defend and hold harmless Landlord and the Indemnitees from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) and all losses and damages arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a "**Loss**") arising from any occurrence on the Premises, the use of the Common Areas by any Tenant Party, or arising out of the installation, operation, maintenance, repair or removal of any of Tenant's Off-Premises Equipment, IN EACH CASE EVEN THOUGH CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OR FAULT OF LANDLORD OR ITS AGENTS (OTHER THAN A LOSS ARISING FROM THE SOLE OR GROSS NEGLIGENCE OF LANDLORD OR ITS AGENTS), AND EVEN THOUGH ANY SUCH CLAIM, CAUSE OF ACTION, OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON THE STRICT LIABILITY OF LANDLORD OR ITS AGENTS. THIS INDEMNITY IS INTENDED TO INDEMNIFY LANDLORD AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN LANDLORD OR ITS AGENTS ARE JOINTLY, COMPARATIVELY, CONTRIBUTIVELY, OR CONCURRENTLY NEGLIGENT WITH TENANT. The indemnities set forth in this Section 11(d) shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefor, to defend Landlord in such proceeding at its sole cost.

(ii) **By Landlord.** Except to the extent caused by the negligence or willful misconduct of Tenant, and subject to the terms of Section 11(c), Landlord hereby agrees to indemnify and hold Tenant harmless from and against any Loss incurred by or claimed against Tenant which relate to bodily injury or property damage arising from the negligence or willful misconduct of Landlord in connection with Landlord's operation or management of the Building.

12. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within fifteen (15) days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease. Notwithstanding the foregoing, Landlord agrees that it shall use commercially reasonable efforts to obtain, within sixty (60) days after this Lease has been fully-executed and delivered to Landlord and Tenant (the "**SNDA Termination Date**"), a subordination, non-disturbance and attornment agreement for Tenant from any current Landlord's Mortgagee in the form attached hereto as **Exhibit M** (the "**Current SNDA**"). If Landlord does not deliver to Tenant such subordination, non-disturbance and attornment agreement on or prior to the SNDA Termination Date, then Tenant shall have the right to terminate this Lease by delivering to Landlord written notice thereof within ten (10) days after the SNDA Termination Date. If Tenant fails to deliver such notice of termination within such ten (10) day period, such right of termination shall expire and be of no further force or effect. If such termination right is timely and properly exercised, such termination shall be effective fifteen (15) days after Landlord's receipt of the notice of termination, unless such Landlord's Mortgagee executes and delivers the Current SNDA to Tenant prior to the expiration of such fifteen (15) day period; in which case, such termination shall be void. If such Landlord's Mortgagee requires that Tenant execute the Current SNDA first and Tenant does not execute and deliver to Landlord the Current SNDA within five (5) Business Days after Landlord provides same to Tenant for execution, then the SNDA Termination Date shall be extended by one (1) day for each day after such fifth (5th) Business Day that Tenant fails to execute and deliver to Landlord such Current SNDA. In addition, the subordination of this Lease to any future Mortgage and/or future Primary Lease, as applicable, shall be conditioned on Tenant's receipt of a subordination, non-disturbance and attornment agreement for Tenant from any future Landlord's Mortgagee on such future Landlord's Mortgagee's standard form, but with revisions thereto that are mutually agreeable to Tenant and such future Landlord's Mortgagee (the "**Future SNDA**"). Notwithstanding anything to the contrary contained in this Lease, if (i) Tenant fails to deliver to Landlord a Current SNDA or a Future SNDA within ten (10) Business Days after receipt thereof, Landlord may deliver notice thereof to Tenant ("**Subordination Delivery Failure Notice**"), and (ii) Tenant fails to deliver such instrument to Landlord within five (5) Business Days after Tenant's receipt of the Subordination Delivery Failure Notice, such failure shall (1) constitute an Event of Default under this Lease and Landlord shall no longer be obligated to obtain such Current SNDA or Future SNDA, as applicable and (2) notwithstanding anything to the contrary contained in this **Section 12**, this Lease shall be deemed to be subject

and subordinate to the lien of the Mortgage and/or Primary Lease referenced in the Current SNDA or Future SNDA, as applicable, and any and all renewals, extensions, modifications, recastings and refinancings thereof.

(b) **Attornment**. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

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

(d) **Landlord's Mortgagee's Protection Provisions**. If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (i) liable for any act or omission of any prior lessor (including Landlord); (ii) bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (iii) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (iv) bound by any termination, amendment or modification of this Lease made without Landlord's Mortgagee's consent and written approval; (v) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (vi) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (A) are expressly provided in this Lease, (B) relate to periods of time following the acquisition of the Building by Landlord's Mortgagee, and (C) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Building. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan. In the event the terms of this Section 12(d) conflicts with the terms of the Current SNDA and/or any Future SNDA, as applicable, entered into by and between Tenant and any Landlord's Mortgagee, then, as between Tenant and such Landlord's Mortgagee, the terms of the Current SNDA and/or any Future SNDA, as applicable, shall govern.

13. **Rules and Regulations**. Tenant shall comply with the rules and regulations of the Building and the Project which are attached hereto as Exhibit E. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building, Project and related facilities, provided that such changes are applicable to all tenants of the Building, will not unreasonably interfere with Tenant's use of the Premises, will not materially increase Tenant's obligations under this Lease and are enforced by Landlord in a non-

discriminatory manner. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

14. **Condemnation.**

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

(b) **Partial Taking - Tenant's Rights.** If any part of the Building becomes subject to a Taking and such Taking will prevent Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking for a period of more than ninety (90) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking - Landlord's Rights.** If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 14(b).

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

15. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Building are damaged by fire or other casualty (a "**Casualty**"), Landlord shall use good faith efforts to deliver to Tenant within forty-five (45) days after such Casualty a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and the Damage Notices states that the damage caused thereby cannot be repaired within one hundred fifty (150) days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. Notwithstanding anything to the contrary contained in this Lease, if (i) Landlord fails to deliver Tenant the Damage Notice within the foregoing forty-five (45) day period, Tenant may deliver notice thereof to Landlord ("**Damage**").

Notice Delivery Failure Notice"), and (ii) Landlord fails to deliver the Damage Notice to Tenant within ten (10) Business Days after Landlord's receipt of the Damage Notice Delivery Failure Notice, then, Tenant shall have the right to terminate this Lease by delivering Landlord written notice of such termination no later than five (5) Business Days after the expiration of such ten (10) Business Day period, in which event this Lease shall immediately terminate; provided, however, that if Landlord delivers the Damage Notice prior to Landlord's receipt of such termination notice, this Lease shall not terminate and shall continue in full force and effect in accordance with its terms.

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

(d) **Repair Obligation**. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, other than building standard leasehold improvements Landlord shall not be required to repair or replace any Alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

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

16. **Personal Property Taxes**. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Project. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder.

17. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default.** Tenant's failure to pay Rent when due and the continuance of such failure for a period of five (5) Business Days after Tenant's receipt of written notice of such failure (provided that Landlord is not required to provide written notice to Tenant in any twelve (12) month period for non-payment of Rent if such non-payment occurs more than once within any such twelve (12) month period);

(b) **Intentionally Omitted.**

(c) **Specific Defaults.** The occurrence of any event which is deemed to be a "**Default**" pursuant to the terms of this Lease;

(d) **Intentionally Omitted.**

(e) **Intentionally Omitted.**

(f) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of thirty (30) calendar days or more after Landlord has delivered to Tenant written notice of such failure, except that if (i) the nature of Tenant's failure is such that more than thirty (30) days are reasonably required for its cure, (ii) Tenant takes reasonable steps during such thirty (30) day period to commence to cure such failure, and (iii) Tenant thereafter diligently and continuously prosecutes such cure to completion within an additional ninety (90) days, then an Event of Default shall not occur by reason of such failure; and

(g) **Insolvency.** The filing of a petition by or against Tenant (the term "**Tenant**" shall include, for the purpose of this **Section 17(g)**, any guarantor of Tenant's obligations hereunder): (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; or (iv) for the reorganization or modification of Tenant's capital structure; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within sixty (60) calendar days after the filing thereof.

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

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of: (i) all Rent accrued hereunder through the date of termination; (ii) all amounts due under **Section 19(a)**; and (iii) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the Prime Rate ("**Prime Rate**" shall be the per annum interest rate publicly announced by a federally insured bank selected by Landlord in the state in which the Premises is located as such bank's prime or base rate) minus

one percent (1%), minus (B) the then present fair rental value of the Premises for such period, similarly discounted;

(b) **Termination of Possession.** Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord: (i) all Rent and other amounts accrued hereunder to the date of termination of possession; (ii) all amounts due from time to time under Section 19(a); and (iii) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this Section 18(b), Landlord may remove all of Tenant's property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall use commercially reasonable efforts to relet the Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to expend funds in connection with reletting the Premises, nor to relet the Premises before leasing other portions of the Building, and Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 18(b). If Landlord elects to proceed under this Section 18(b), it may at any time elect to terminate this Lease under Section 18(a); or

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

19. **Payment by Tenant; Non-Waiver; Cumulative Remedies.**

(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in: (i) obtaining possession of the Premises; (ii) removing and storing Tenant's or any other occupant's property; (iii) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant; (iv) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage

commissions, cost of tenant finish work, and other costs incidental to such reletting); (v) performing Tenant's obligations which Tenant failed to perform; and (vi) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default. To the full extent permitted by Law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

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

20. **Landlord's Lien.** Intentionally Omitted.

21. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and Casualty damage, as to which Section 14 and Section 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord at Tenant's cost without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 20. The provisions of this Section 21 shall survive the expiration or earlier termination of the Lease.

22. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over: (a) Tenant shall pay, for each month (or any portion thereof) it remains in the Premises after the end of the Term, in addition to all other Rent

owing, Base Rent equal to one hundred twenty-five percent (125%) (which percentage shall increase to one hundred fifty percent (150%) as of the thirty-first (31st) day of such holdover) of the Base Rent payable during the last month of the Term, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 22 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at Law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

23. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights:

(a) **Building Operations.** To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Project, or any part thereof; to enter upon the Premises (after giving Tenant reasonable notice thereof, which may be oral notice, except in cases of real or apparent emergency, in which case no notice shall be required) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; to change the name of the Building; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building; provided, however, that with respect to any work undertaken by Landlord pursuant to the terms of this Section 23(a), Landlord shall use reasonable efforts to minimize material interference with Tenant's use and occupancy of the Premises during Landlord's performance of such work;

(b) **Security.** To take such reasonable security measures as Landlord deems advisable (provided, however, that any such security measures are for Landlord's own protection, and Tenant acknowledges that Landlord is not a guarantor of the security or safety of any Tenant Party and that such security matters are the responsibility of Tenant); including evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and (if the Building is multi-tenant) closing the Building after normal business hours and on Sundays and Holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time;

(c) **Prospective Purchasers and Lenders.** To enter the Premises at all reasonable hours (upon twenty-four (24) hours prior notice to Tenant, which notice may be oral) to show the Premises to prospective purchasers or lenders; and

(d) **Prospective Tenants.** At any time during the last twelve (12) months of the Term or at any time following the occurrence of an Event of Default, to enter the Premises at all reasonable hours (upon twenty-four (24) hours prior notice to Tenant, which notice may be oral) to show the Premises to prospective tenants.

24. **Substitution Space.** (Intentionally Omitted).

25. **Hazardous Materials.**

(a) During the term of this Lease, Tenant shall comply with all Environmental Laws and Environmental Permits (each as defined in Section 25(i) below) applicable to the operation or use of the Premises, will cause all other persons occupying or using the Premises to comply with all such Environmental Laws and Environmental Permits, will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance, and will obtain and renew all Environmental Permits required for operation or use of the Premises.

(b) Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials (as defined in Section 25(i) hereof) on the Premises, or the Project, or transport or permit the transportation of Hazardous Materials to or from the Premises or the Project, except for limited quantities used or stored at the Premises and reasonably required (i) in connection with the operation of Tenant's business in the Premises in accordance with the Permitted Use or (ii) in connection with the routine operation and maintenance of the Premises, and then only in compliance with all applicable Environmental Laws and Environmental Permits.

(c) At any time and from time to time during the term of this Lease, Landlord may perform, at Landlord's sole cost and expense (except as otherwise expressly set forth in this Section 25(c)), an environmental site assessment report concerning the Premises (the "Assessment"), prepared by an environmental consulting firm chosen by Landlord, indicating the presence or absence of Hazardous Materials caused or permitted by Tenant or any Tenant Party and the potential cost of any compliance, removal or remedial action in connection with any such Hazardous Materials on the Premises. Tenant shall grant and hereby grants to Landlord and its agents access to the Premises (upon twenty-four (24) hours prior notice to Tenant, which notice may be oral) and specifically grants Landlord an irrevocable non-exclusive license to undertake such Assessment. Notwithstanding anything to the contrary contained in this Section 25(c) (i) Landlord shall not conduct more than one (1) Assessment during any twelve (12) month period, unless Landlord reasonably believes that there exists in the Project Hazardous Materials caused or permitted by Tenant or any Tenant Party, (ii) Landlord shall provide Tenant with at least ten (10) days prior notice of Landlord's performance of such Assessment and (iii) if the Assessment concludes that there exists in the Project Hazardous Materials caused or permitted by Tenant or any Tenant Party, Tenant shall, within thirty (30) days after receipt of an invoice therefor, pay to Landlord the cost of such Assessment.

(d) Tenant will immediately advise Landlord in writing of any of the following: (i) any pending or threatened Environmental Claim (as defined in Section 25(i), below) against Tenant relating to the Premises or the Project; (ii) any condition or occurrence on the Premises or the Project that (A) results in noncompliance by Tenant with any applicable Environmental Law, or (B) could reasonably be anticipated to form the basis of an Environmental Claim against Tenant or Landlord or the Premises; (iii) any condition or occurrence on the Premises or any property adjoining the Premises that could reasonably be anticipated to cause the Premises to be subject to any restrictions on the ownership, occupancy, use or transferability of the Premises under any Environmental Law; and (iv) the actual or anticipated taking of any removal or

remedial action by Tenant in response to the actual or alleged presence of any Hazardous Material on the Premises or the Project. All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Tenant's response thereto. In addition, Tenant will provide Landlord with copies of all communications regarding the Premises with any governmental agency relating to Environmental Laws, all such communications with any person relating to Environmental Claims, and such detailed reports of any such Environmental Claim as may reasonably be requested by Landlord.

(e) Intentionally Omitted.

(f) Tenant agrees to indemnify, defend and hold harmless the Indemnitees from and against all obligations (including removal and remedial actions), losses, claims, suits, judgments, liabilities, penalties, damages (including consequential and punitive damages), costs and expenses (including reasonable attorneys' and consultants' fees and expenses) of any kind or nature whatsoever that may at any time be incurred by, imposed on or asserted against such Indemnitees directly or indirectly based on, or arising or resulting from (i) the actual or alleged presence of Hazardous Materials on the Project which is caused or permitted by Tenant or a Tenant Party and which is in violation of the terms of this Lease and (ii) any Environmental Claim relating in any way to Tenant's operation or use of the Premises (the "**Hazardous Materials Indemnified Matters**"). The provisions of this Section 25 shall survive the expiration or sooner termination of this Lease.

(g) To the extent that the undertaking in the preceding paragraph may be unenforceable because it is violative of any law or public policy, Tenant will contribute the maximum portion that it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all Hazardous Materials Indemnified Matters incurred by the Indemnitees.

(h) All sums paid and costs incurred by Landlord with respect to any Hazardous Materials Indemnified Matter shall bear interest at the Default Rate from the date so paid or incurred until reimbursed by Tenant, and all such sums and costs shall be immediately due and payable on demand.

(i) As used herein, (A) "**Hazardous Materials**" means (i) petroleum or petroleum products, natural or synthetic gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and radon gas; (ii) any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (iii) any other substance exposure which is regulated by any governmental authority; (B) "**Environmental Law**" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49

U.S.C. §§ 1801 et seq.; the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; (C) "**Environmental Claims**" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations, proceedings, consent orders or consent agreements relating in any way to any Environmental Law or any Environmental Permit, including without limitation (i) any and all Environmental Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (ii) any and all Environmental Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment; and (D) "**Environmental Permits**" means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Law.

26. **Miscellaneous.**

(a) **Landlord Transfer.** Landlord may transfer any portion of the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes Landlord's obligations hereunder in writing.

(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building or Project shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, to the extent allowed by Law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Building.

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

(d) **Brokerage.** Landlord and Tenant recognize LPC Commercial Services, Inc., as Landlord's broker, and NAI Global Corporate Solutions, as Tenant's broker (collectively, the "**Brokers**"), as the sole brokers with respect to this Lease and Landlord agrees to be responsible for the payment of any leasing commissions owed to the aforesaid Brokers in accordance with the terms of separate commission agreements entered into between Landlord and each of said

Brokers. Landlord and Tenant each represents and warrants to the other that, except for the Brokers, no other broker has been employed in carrying on any negotiations relating to this Lease and shall each indemnify and hold harmless the other from any claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty. The foregoing indemnities shall survive the expiration or earlier termination of the Lease.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within fifteen (15) days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Building, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit G. Notwithstanding anything to the contrary contained in this Lease if (i) Tenant fails to timely deliver to Landlord any estoppel certificate requested by Landlord pursuant to this Section 26(e) within such fifteen (15) day period, Landlord may deliver notice thereof to Tenant ("**Estoppel Certificate Delivery Failure Notice**"), which Estoppel Certificate Delivery Failure Notice shall refer to this Section 26(e) and state in capital bold letters in the Estoppel Certificate Delivery Failure Notice the following: "**TENANT MUST PROVIDE TO LANDLORD THE ESTOPPEL CERTIFICATE REQUESTED PURSUANT TO SECTION 26(e) OF THE LEASE WITHIN FIVE (5) DAYS OF RECEIPT OF THIS NOTICE OR TENANT SHALL BE IN DEFAULT OF THE PROVISIONS OF THE LEASE**"), and (ii) Tenant fails to deliver such estoppel certificate to Landlord within ten (10) days after Tenant's receipt of the Estoppel Certificate Delivery Failure Notice, then, such failure shall constitute an immediate Default under this Lease.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be: (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information; (ii) hand delivered to the intended addressee; or (iii) sent by a nationally recognized overnight courier service. All notices shall be effective upon the earlier to occur of actual receipt, one (1) Business Day following deposit with a nationally recognized overnight courier service, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

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

(h) **Amendments; Binding Effect.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this

Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

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

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

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

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

(n) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(o) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord, which power of attorney is coupled with an interest and is non-revocable during the Term.

(p) **Joint and Several Liability.** If Tenant is comprised of more than one (1) party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the

Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(q) **Financial Reports**. Within fifteen (15) days after Landlord's request, Tenant will furnish to Landlord (not more than once during any calendar year, except in those years in which (i) Tenant is in default under this Lease, or (ii) a sale or refinancing is being considered by Landlord, during which years no such limitation shall apply) Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements (the "**Financial Statements**"). If Tenant is a publicly traded corporation, or, if Tenant is a wholly owned subsidiary of a public company whose financial statements are integrated with such public company, Tenant may satisfy its obligations hereunder by providing to Landlord Tenant's most recent annual and quarterly reports. Landlord will not disclose any aspect of Tenant's financial statements that Tenant designates to Landlord as confidential except: (i) to Landlord's Mortgagee or prospective mortgagees or purchasers of the Building; (ii) in litigation between Landlord and Tenant; and (iii) if required by court order. Notwithstanding the foregoing, the terms of this Section 26(q) shall not be applicable for so long as Tenant's Financial Statements are available to the general public on Tenant's internet homepage.

(r) **Landlord's Fees**. Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(s) **Telecommunications**. Tenant acknowledges that Landlord shall not be required to provide or arrange for any telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**") and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

(t) **Confidentiality**. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

(u) **Authority**. Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Tenant has full right

and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so.

(v) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

- Exhibit A - Outline of Premises
- Exhibit B - Description of the Land
- Exhibit C - Additional Rent, Taxes and Insurance
- Exhibit D - Rules for Tenant's Contractors
- Exhibit E - Rules and Regulations
- Exhibit F - Intentionally Omitted
- Exhibit G - Form of Tenant Estoppel Certificate
- Exhibit H - Parking
- Exhibit H-1 - Location of Parking Area and Trailer Parking Area
- Exhibit I - Renewal Options
- Exhibit J - Intentionally Omitted
- Exhibit K - USA Patriot Act and Anti-Terrorism Laws
- Exhibit L - Moisture and Mold Control
- Exhibit M - Current SNDA

[signatures on next page]

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


LANDLORD:

WITNESS/ATTEST:

WESTPHALIA VENTURE LLC,
A Delaware Limited Liability Company

By: Lincoln-Westphalia LLC,
a Delaware limited liability company,
Managing Member

By: Lincoln Non-Member Manager, Inc.
a Texas corporation,
Manager


By: 
J. Paul Price, Executive Vice President
BARI S. NICHIS V.P.

Execution Date: 2/6, 2013

TENANT:

WITNESS/ATTEST:

UNI-SELECT USA, INC.,
a Delaware corporation

By: 
Name: Michel Ravactey
Title: ~~Duly authorized officer~~

Execution Date: _____, 2013
February 5, 2013



EXHIBIT A

OUTLINE OF PREMISES

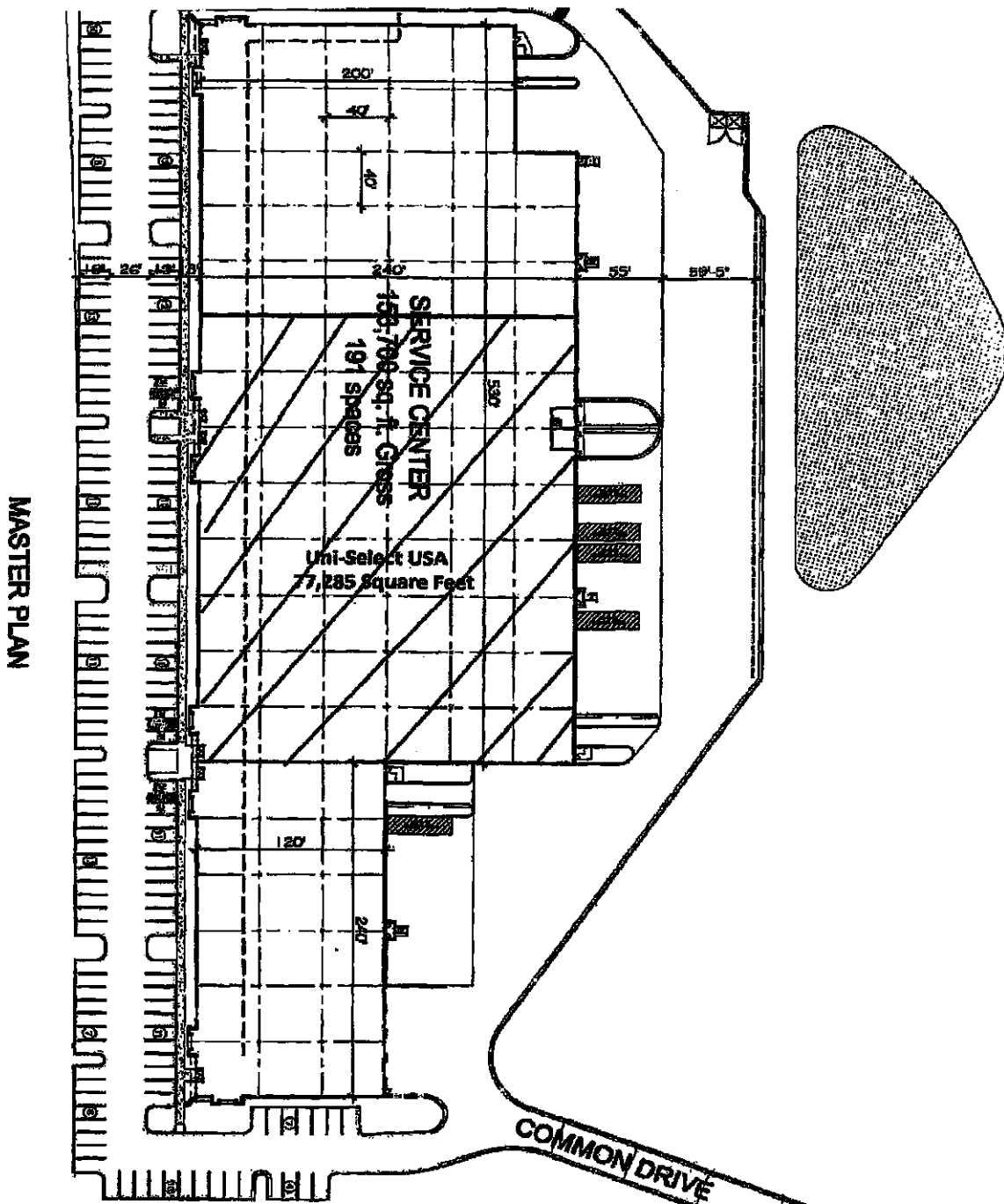


EXHIBIT B

DESCRIPTION OF THE LAND

Parcel 'R' as shown on the subdivision plat entitled "Parcels 'P', 'Q' AND 'R' (BEING A RESUBDIVISION OF PARCEL 'O') WESTPHALIA CENTER" recorded in Plat Book REP 198, plat Number 49 among the Land Records of Prince George's County, Maryland.

AND BEING the same land conveyed from JCA IV Forestville, LLC, a Maryland limited liability company, to WESTPHALIA VENTURE, LLC, a Delaware limited liability company, by Special Warranty Deed dated May 1, 2006 and recorded May 2, 2006, in Liber 24983, folio 119.

EXHIBIT C

ADDITIONAL RENT, TAXES, AND INSURANCE

1. **Additional Rent.** Commencing on the Rent Commencement Date, and continuing thereafter throughout the Term, Tenant shall pay to Landlord Tenant's Proportionate Share of the annual Common Area Maintenance Costs (defined below) incurred by Landlord ("**Additional Rent**"). Landlord may make a good faith estimate of the Additional Rent to be payable by Tenant during any calendar year or part thereof during the Term. Commencing on the Rent Commencement Date, and continuing thereafter throughout the Term, Tenant shall pay to Landlord, in advance concurrently with each monthly installment of Base Rent, an amount equal to the estimated Additional Rent for such calendar year or part thereof divided by the number of months therein. From time to time, Landlord may estimate and re-estimate the Additional Rent to be due by Tenant and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of Additional Rent payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of the Additional Rent as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Common Area Maintenance Costs are finally determined by Landlord with respect to the calendar year in question.

2. **Common Area Maintenance Costs.**

(a) The term "**Common Area Maintenance Costs**" shall mean all expenses and disbursements that Landlord incurs in connection with the ownership, operation, maintenance and repair of the Project, determined by Landlord in accordance with sound accounting principles consistently applied, including without limitation the following costs: (i) wages and salaries of all on-site employees at or below the grade of senior building manager engaged in the operation, maintenance, repair or security of the Building or Project, as applicable (together with Landlord's reasonable allocation of expenses of off-site employees at or below the grade of senior building manager who perform a portion of their services in connection with the operation, maintenance or security of the Building or Project, as applicable), including taxes, insurance and benefits relating thereto; (ii) all supplies and materials used in the operation, maintenance, repair, replacement, and security of the Project; (iii) costs for improvements made to the Project which, although capital in nature, are (A) expected to reduce the normal Common Area Maintenance Costs (including utility costs) of the Project, as amortized using a commercially reasonable interest rate over the time period reasonably estimated by Landlord to recover the costs thereof taking into consideration the anticipated cost savings and the useful economic life of such improvements, as determined by Landlord using its good faith, commercially reasonable judgment, as well as (B) capital improvements made in order to comply with any Law hereafter promulgated by any governmental authority or any interpretation hereafter rendered with respect to any existing Law, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion, as well as (C) capital improvements made to improve the health, safety and welfare of the Project, and its occupants, as amortized using a commercially reasonable interest rate over the useful economic life of such improvements as determined by Landlord in its reasonable discretion; (iv) cost of all utilities supplied to, or used in connection

with the operation of, the Common Areas; (v) repairs, replacements, and general maintenance of any portion of the Building or Project, as applicable, including without limitation snow removal; (vi) Intentionally Omitted; (vii) service, maintenance and management contracts with independent contractors for the operation, maintenance, management, repair, replacement, or security of the Building or Project, as applicable, including the Common Areas; (viii) all costs incurred by Landlord in carrying out its repair obligations under the Lease; (ix) management fees not to exceed four percent (4%) of the gross revenue of the Building; and (x) the cost of providing water and sewer to the Project.

(b) Common Area Maintenance Costs shall not include costs for: (i) any expense, including without limitation, repair, replacements and general maintenance expenses, paid by proceeds of insurance or by Tenant or other third parties (other than the payment by tenants of the Building of operating expenses); (ii) interest, amortization or other payments on loans to Landlord; (iii) depreciation and amortization expenses, except as otherwise expressly included in Common Area Maintenance Costs; (iv) leasing commissions and other expenses, including rent concessions, that relate to the leasing of space in the Project; (v) legal expenses for services, other than those that benefit all tenants of the Project (e.g., tax disputes); (vi) renovating or otherwise improving space for leased premises of the Project, or vacant space in the Project (or allowances that Landlord provides to a tenant therefor); (vii) Taxes and Insurance, which are to be paid separately by Tenant pursuant to Paragraphs 3 and 4, below; (viii) federal or state income taxes imposed on or measured by the income of Landlord from the operation of the Project; (ix) costs relating to damage to property or injury to persons arising directly from the negligence or willful misconduct of Landlord or a Landlord Party; (x) costs with respect to the creation of a mortgage or superior lease or in connection with the sale of the Project, including without limitation survey costs, legal fees, transfer and recordation taxes, costs of appraisals and engineering and inspection reports associated with the sale; (xi) capital expenditures, other than except for those capital expenditures expressly included in Common Area Maintenance Costs; (xii) the profit increment paid by Landlord for services to a corporation or entity controlling, controlled by or under common control with Landlord, to the extent the total amount paid by Landlord for such services are not comparable to amounts paid for similar services provided to comparable industrial / flex buildings in the Upper Marlboro, Maryland area providing services similar to, and to the same level as, those provided for the Building; provided, however, for purposes of this exclusion item, "control" shall be deemed to be ownership of more than fifty percent (50%) of the stock or other voting interest of the controlled corporation or other business entity; and (xiii) any penalties, fines, damages, late charges or interest incurred as a result of Landlord's violation of any applicable Law, unless the violation results from the act or omission of Tenant, a Tenant Party, any other tenant of the Building (to the extent not recovered directly from such tenant).

(c) Notwithstanding anything to the contrary set forth in this Lease, Landlord shall not include in Common Area Maintenance Costs during any calendar year of the Term that portion of Controllable Common Area Maintenance Costs (hereinafter defined) during such calendar year which exceeds the Controllable Common Area Maintenance Costs Cap (hereinafter defined) for such calendar year. As used herein, the term "**Controllable Common Area Maintenance Costs Cap**" for (1) calendar year 2014 shall be the aggregate amount of Controllable Common Area Maintenance Costs incurred in calendar year 2014, and (2) each calendar year thereafter shall be an amount equal to the greater of (i) one hundred five percent

(105%) of the Controllable Common Area Maintenance Costs Cap that was effective in the immediately-preceding calendar year and (ii) one hundred five percent (105%) of the actual amount of Controllable Common Area Maintenance Costs incurred in the immediately preceding calendar year; provided, however, that in the event the Controllable Common Area Maintenance Costs for any calendar year exceeds the Controllable Common Area Maintenance Costs Cap for such calendar year, such excess is permitted to be carried over to any subsequent calendar year in which the Controllable Common Area Maintenance Costs for such calendar year is less than the Controllable Common Area Maintenance Costs Cap for such calendar year so long as the maximum Controllable Common Area Maintenance Costs paid in any calendar year is one hundred five percent (105%) of the Controllable Common Area Maintenance Costs Cap that was effective in the immediately-preceding calendar year. As used herein, the term "Controllable Expenses" shall mean the following categories of Common Area Maintenance Costs: (1) management fees; (2) janitorial services; (3) landscaping costs; and (4) fixed-price service contracts, but only to the extent such costs are within the exclusive control of Landlord to determine.

3. Taxes.

(a) Commencing on the Rent Commencement Date, and continuing thereafter throughout the Term, Tenant shall pay to Landlord Tenant's Proportionate Share of Taxes for each year and partial year falling within the Term. Tenant shall pay Tenant's Proportionate Share of Taxes in the same manner as provided in Paragraph 1, above, for Tenant's Proportionate Share of Common Area Maintenance Costs.

(b) The term "Taxes" shall mean taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant or other private agreement that are not included as part of Common Area Maintenance Costs) now or hereafter attributable to the Project (or its operation), excluding, however, penalties and interest thereon and federal and state taxes on income (if the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Project, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof). Taxes shall include the reasonable, out-of-pocket costs of consultants retained in an effort to lower taxes and the reasonable, out-of-pocket costs incurred in disputing any taxes or in seeking to lower the tax valuation of the Project. Notwithstanding the foregoing, Taxes shall not include (i) any taxes imposed on Landlord's income, (ii) franchise, estate, inheritance, capital stock, excise, excess profits, gift, payroll or stamp taxes imposed on Landlord and (iii) any transfer taxes or mortgage taxes that are imposed on Landlord in connection with the conveyance of the Project (or any portion thereof or interest therein) or granting or recording a mortgage lien thereon. For property tax purposes, to the extent allowed by Law, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Project, and all rights to receive notices of reappraisalment.

(c) If Taxes paid by Landlord for any calendar year, or any part thereof, for which Tenant has paid Tenant's Proportionate Share of Taxes, are refunded to Landlord as a result of a final determination of such Taxes, then, Tenant shall be entitled to a refund of Tenant's Proportionate Share of Taxes in an amount equal to Tenant's share of such refund (net of expenses incurred to obtain the refund). Landlord shall notify Tenant of the amount of any refund due Tenant, and Landlord shall credit such refund against the next installments of Tenant's Proportionate Share of Taxes coming due; provided that if the Term has expired, Landlord will pay such refund to Tenant within thirty (30) days after its receipt of such refund. Notwithstanding the foregoing, Tenant shall not be entitled to such credit or refund while Tenant is in default under any provision of this Lease.

4. **Insurance.**

(a) Commencing on the Rent Commencement Date, and continuing thereafter throughout the Term, Tenant shall pay Tenant's Proportionate Share of all costs of Insurance for each year and partial year falling within the Term. Tenant shall pay Tenant's Proportionate Share of Insurance in the same manner as provided above for Tenant's Proportionate Share of Common Area Maintenance Costs.

(b) The term "**Insurance**" shall mean property, liability and other insurance coverages carried by Landlord with respect to the Project, including without limitation deductibles and risk retention programs and an allocation of a portion of the cost of blanket insurance policies maintained by Landlord and/or its affiliates.

5. **Common Area Maintenance, Tax and Insurance Statement.** By May 1 of each calendar year (commencing with calendar year 2015), or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Common Area Maintenance Costs, Taxes and Insurance for the previous year, adjusted as provided in Section 6 of this Exhibit (the "**Common Area Maintenance Costs, Taxes and Insurance Statement**"). If, within thirty (30) days after Tenant's receipt of any Common Area Maintenance Costs, Taxes and Insurance Statement, Tenant requests from Landlord a copy of any invoice relating to any amount set forth on such Common Area Maintenance Costs, Taxes and Insurance Statement, then, Landlord shall deliver a copy of such invoice to Tenant within thirty (30) days after Landlord's receipt of Tenant's request therefor. If Tenant's estimated payments of Common Area Maintenance Costs, Taxes or Insurance under this Exhibit C for the year covered by the Common Area Maintenance Costs, Taxes and Insurance Statement exceed Tenant's share of such items as indicated in the Common Area Maintenance Costs, Taxes and Insurance Statement, then Landlord shall promptly credit or reimburse Tenant for such excess; likewise, if Tenant's estimated payments of Common Area Maintenance Costs, Taxes and Insurance under this Exhibit C for such year are less than Tenant's share of such items as indicated in the Common Area Maintenance Costs, Taxes and Insurance Statement, then Tenant shall promptly pay Landlord such deficiency, notwithstanding that the Term has expired and Tenant has vacated the Premises. Notwithstanding the foregoing, if Landlord fails to provide a Common Area Maintenance Costs, Taxes and Insurance Statement to Tenant for any calendar year within eighteen (18) months following the expiration or earlier termination of the Term, then, except as otherwise set forth below, Tenant shall have no further obligation to pay Landlord any Common Area Maintenance Costs, Taxes and/or Insurance with respect to such calendar year. The foregoing notwithstanding, there shall be no limit on the time

during which Landlord must provide Tenant with written notice of an invoice (or a supplemental invoice, as applicable) with respect to any Contested Cost (hereinafter defined); provided, however, that Landlord shall use commercially reasonable efforts to diligently pursue the resolution of any such Contested Cost. A "Contested Cost" means any Common Area Maintenance Costs, Taxes and/or Insurance: (i) that Landlord contests (acting in good faith) during such eighteen (18) month period and/or (ii) for which Landlord did not receive an invoice prior to the expiration of such eighteen (18) month period.

6. **Intentionally Omitted.**

7. **Audit Right.** Within sixty (60) days after receipt of any Common Area Maintenance Costs, Taxes and Insurance Statement, Tenant shall be entitled to the following audit right. Such audit right shall be exercisable by Tenant by providing Landlord with a written notice of its exercise of such audit right (which notice shall contain Tenant's objections to such Common Area Maintenance Costs, Taxes and Insurance Statement) within sixty (60) days after Tenant's receipt of the Common Area Maintenance Costs, Taxes and Insurance Statement. If, within thirty (30) days after Landlord's receipt of Tenant's written notice (and any statement of objections), Landlord and Tenant are unable to resolve Tenant's objections, then not later than fifteen (15) days after the expiration of such thirty (30)-day period, Tenant shall notify Landlord that it wishes to inspect and audit Landlord's books and records relating to the Common Area Maintenance Costs, Taxes and Insurance Statement. If Tenant elects to inspect and audit Landlord's books and records relating to the Common Area Maintenance Costs, Taxes and Insurance Statement, then Tenant shall deliver to Landlord a confidentiality and nondisclosure agreement reasonably satisfactory to Landlord executed by the person or entity conducting such inspection and audit, and provide Landlord not less than thirty (30) days notice of the date on which such person or entity conducting such inspection and audit desires to examine Landlord's books and records during regular business hours; provided, however, that such date shall be between thirty (30) and ninety (90) days after such fifteen (15)-day notice period. The person or entity engaged by Tenant to conduct such audit cannot be compensated on a "contingency" or "success fee" basis. Such audit shall be limited to a determination of whether Landlord calculated the Common Area Maintenance Costs, Taxes and Insurance Statement in accordance with the terms and conditions of this Exhibit C. All costs and expenses of any such audit shall be paid by Tenant, except as otherwise expressly set forth herein. If, upon a final resolution of any dispute between Landlord and Tenant regarding an Common Area Maintenance Costs, Taxes and Insurance Statement (it being understood that the results of Tenant's audit shall not be dispositive or binding on Landlord), it is determined that an error was made in the audited Common Area Maintenance Costs, Taxes and Insurance Statement and as a result of such error the amount of that Tenant paid to Landlord was in excess of the amount to which Landlord was entitled pursuant to the terms hereof, then Landlord shall pay the amount of such excess within thirty (30) days of such final resolution, and if the amount of Common Area Maintenance Costs, Taxes and Insurance was overstated by more than five percent (5%), Landlord shall, within thirty (30) days after Landlord's receipt of invoice therefor, reimburse Tenant for the reasonable out-of-pocket costs and expenses incurred by Tenant in connection with the audit of such Common Area Maintenance Costs, Taxes and Insurance Statement, but in no event more than Four Thousand Dollars (\$4,000.00). If, after such final resolution, Tenant owes Landlord any amount pursuant to such Common Area Maintenance Costs, Taxes and Insurance Statement, Tenant shall pay same to Landlord within thirty (30) days after such final resolution. Tenant shall promptly

supply Landlord with a copy of any audit conducted by or on behalf of Tenant pursuant to the terms of this Paragraph 7.

EXHIBIT D

RULES FOR TENANT'S CONTRACTORS

1. Tenant and/or the general contractor will supply Landlord with a copy of all permits (if applicable) prior to the start of any work.
2. Tenant and/or the general contractor will post the building permit (if applicable) on a wall of the construction site while work is being performed.
3. Public area corridor, and carpet, is to be protected by plastic runners or a series of walk-off mats from the elevator to the suite under reconstruction.
4. Walk-off mats are to be provided at entrance doors.
5. Contractors will remove their trash and debris daily, or as often as necessary to maintain cleanliness in the Building. Building trash containers are not to be used for construction debris.
6. No utilities (electricity, water, gas, plumbing) or services to the tenants are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of Landlord.
7. No electrical services are to be put on the emergency circuit, without specific written approval from Landlord.
8. When utility meters are installed, the general contractor must provide the property manager with a copy of the operating instructions for that particular meter.
9. Landlord will be notified of all work schedules of all workmen on the job and will be notified, in writing, of names of those who may be working in the building after "normal" business hours.
10. Intentionally Omitted.
11. Contractors or personnel will use loading dock area for all deliveries and will not use loading dock for vehicle parking.
12. Contractors will be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room and will not use any building trash receptacles but trash receptacles supplied by them.
13. Intentionally Omitted.
14. Construction personnel are not to eat in the lobby or in front of Building nor are they to congregate in the lobby or in front of Building.
15. Landlord is to be contacted by Tenant when work is completed for inspection. All damage to the Building will be determined at that time.

16. All key access, fire alarm work, or interruption of security hours must be arranged with Landlord's Building engineer.
17. There will be no radios (except with headphones) allowed on job site.
18. All workers are required to wear a shirt, shoes, and full length trousers.
19. Protection of hallway carpets, wall coverings, and elevators from damage with masonite board, carpet, cardboard, or pads is required.
20. Public spaces -- corridors, elevators, bathrooms, lobby, etc. -- must be cleaned immediately after use. Construction debris or materials found in public areas will be removed at Tenant's cost.
21. There will be no smoking, eating, or open food containers in the elevators, carpeted areas or public lobbies.
22. There will be no yelling or boisterous activities.
23. All construction materials or debris must be stored within the project confines or in an approved lock-up.
24. There will be no alcohol or controlled substances allowed or tolerated.
25. The general contractor and Tenant shall be responsible for all loss of their materials and tools and shall hold Landlord harmless for such loss and from any damages or claims resulting from the work.

EXHIBIT E

RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the Project, and the Common Areas, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.

2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.

3. No signs, advertisements or notices (other than those that are not visible outside the Premises) shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord.

4. If tenant shall place any additional door locks in its leased premises, tenant shall provide Landlord with a key thereto.

5. Each tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for such tenant.

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

7. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than seeing-eye dogs) shall be brought into or kept in, on or about any tenant's leased premises. No portion of any tenant's leased premises shall at any time be used or occupied as sleeping or lodging quarters.

8. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building or otherwise interfere in any way with other tenants or persons having business with them.

9. Intentionally Omitted.

10. Intentionally Omitted.

11. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord, other than those used for Tenant's employees.

12. Tenant shall not conduct any activity on or about the Premises, the Building or the Project which will draw pickets, demonstrators, or the like.

13. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "**billboard**" vehicle in the parking lot. Any vehicle parked improperly may be towed away. Tenant, Tenant's agents, employees, vendors and customers who do not operate or park their vehicles as required shall subject the vehicle to being towed at the expense of the owner or driver.

14. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by Landlord or the Building manager.

15. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other tenants in the Building. Nor shall the tenant permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

16. Canvassing, soliciting or peddling in or about the Premises, the Building or the Project is prohibited and Tenant shall cooperate to prevent same.

17. Tenant shall not advertise for temporary laborers giving the Premises, the Building as an address, nor pay such laborers at a location in the Premises, or at the Project.

18. Tenant shall park trailers and other oversized vehicles only in areas designated by Landlord for the parking of trailers or oversized vehicles.

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises on the _____ floor(s) of the industrial building located at _____, _____ and commonly known as _____, and hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of _____, 200__ between Tenant and Landlord [‘s predecessor-in-interest] and the following amendments or modifications thereto (if none, please state “none”): _____

The documents listed above are herein collectively referred to as the “Lease” and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 200__, and the Term expires, excluding any renewal options, on _____, 200__, and Tenant has no option to purchase all or any part of the Premises or the Building or, except as expressly set forth in the Lease, any option to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state “none”): _____

5. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is \$ _____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. No rental has been paid more than 30 days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

9. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

10. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

11. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Executed as of _____, 201_.

TENANT:

_____, a

By: _____
Name: _____
Title: _____

EXHIBIT H

PARKING

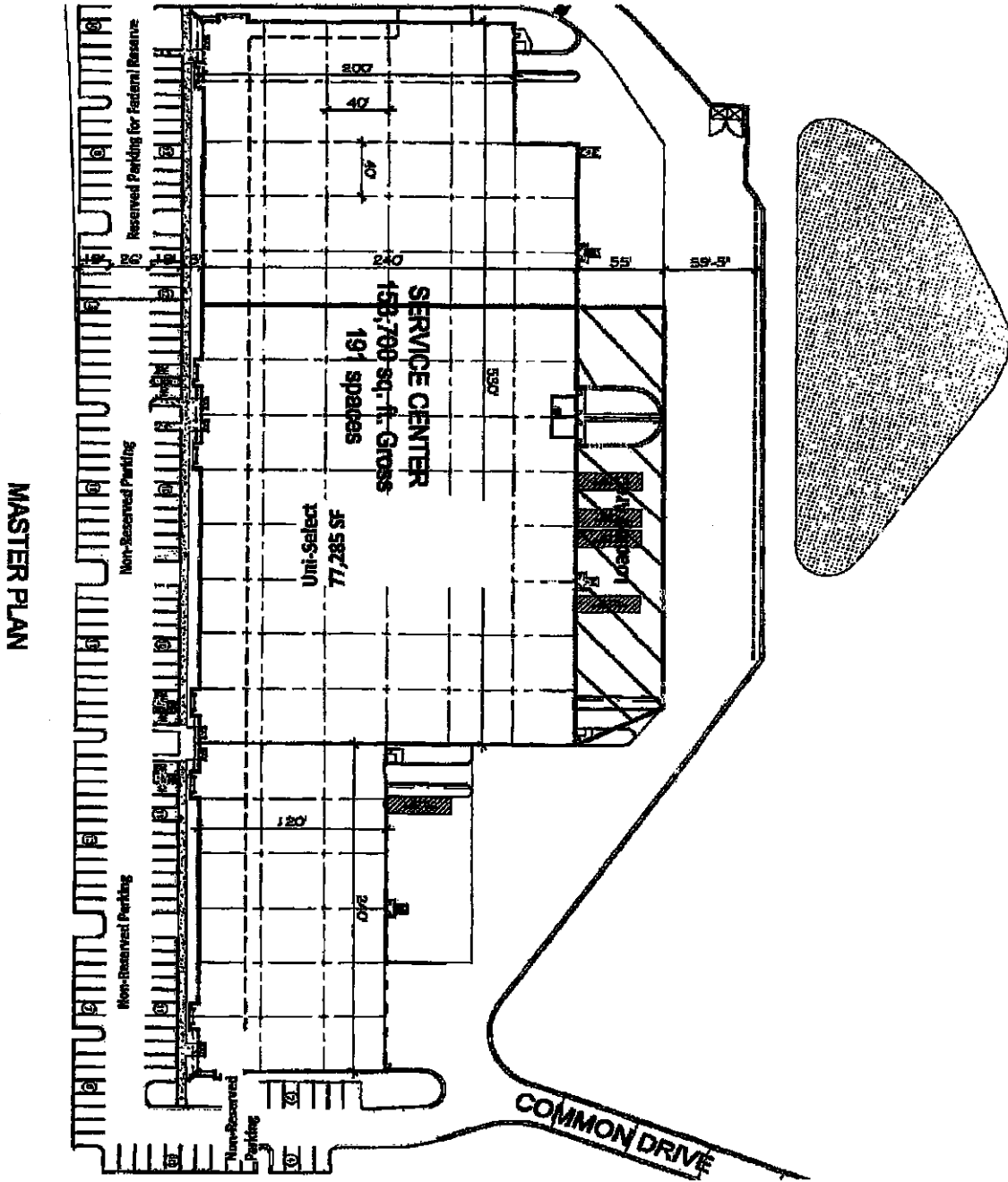
During the entire Term, Tenant may use, at no cost to Tenant, up to eighty-five (85) unreserved parking spaces (based on a ratio of 1.1 parking spaces per 1,000 rentable square feet of the Premises) in the portion of the parking lot adjacent to the Building shown on the attached Exhibit H-1 (the "**Parking Area**"), subject to any and all applicable federal, state and local laws, rules and regulations, including any fire codes applicable for such use, and such terms, conditions and regulations promulgated by Landlord as are from time to time applicable to patrons of the Parking Area. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks/sport utility vehicles; no other vehicles may be parked in the Parking Area without the prior written consent of Landlord. Landlord shall not be responsible for enforcing Tenant's automobile parking rights against any third parties.

During the entire Term, Landlord acknowledges and agrees that Tenant may use, at no cost to Tenant, in common with other tenants and Landlord, that certain trailer truck parking area associated with the Building and shown on the attached Exhibit H-1 (the "**Trailer Parking Area**"), subject to any and all applicable laws, rules and regulations, including any fire codes applicable for such use, and such terms, conditions and regulations as are from time to time promulgated by Landlord and applicable to the Trailer Parking Area. Said trailer truck parking spaces shall be used for parking by vehicles no larger than the striped parking spaces thereon. Landlord shall not be responsible for enforcing Tenant's trailer parking rights as against any third parties.

Tenant agrees that it and its employees shall observe reasonable safety precautions in the use of the Building's parking facilities, and shall at all times abide by all rules and regulations promulgated by Landlord or the parking operator governing the use of the Building's parking facilities. It is understood and agreed that Landlord does not assume any responsibility for any damage or loss to any automobiles or other vehicles parked at the Building or to any personal property located therein, or for any injury sustained by any person in or about the parking facilities.

EXHIBIT H-1

LOCATION OF PARKING AREA AND TRAILER PARKING AREA



MASTER PLAN

EXHIBIT I

RENEWAL OPTIONS

a. Tenant shall have and is hereby granted the option to extend the Term for two (2) periods of five (5) years each (each, an "**Extension Period**") commencing on the date immediately following the last day of the initial Term or the last day of the first Extension Period, as applicable, provided that: (i) Tenant delivers written notice (the "**Extension Notice**") to Landlord, not more than twelve (12), or less than six (6), months prior to the last day of the initial Term, or the last day of the first Extension Period, as applicable, of Tenant's irrevocable election to exercise such extension option; (ii) no default exists at the time Tenant delivers the Extension Notice or occurs between such date and the first day of the applicable Extension Period; and (iii) Tenant has not sublet more than fifty percent (50%) of the Premises.

b. All terms and conditions of the Lease, including without limitation all provisions governing the payment of Rent and annual increases in Base Rent, shall remain in full force and effect during the applicable Extension Period, except that Base Rent (on a per rentable square foot basis) payable during each Extension Period shall equal the Fair Market Rental Rate (hereinafter defined) at the time of the commencement of the applicable Extension Period. As used in this Lease, the term "**Fair Market Rental Rate**" shall mean the fair market rental rate that would be agreed upon between a landlord and a tenant entering into an lease of comparable industrial/flex space as to location, configuration, size and use, in a comparable building as to quality, age, size, reputation and location in Upper Marlboro, Maryland, with a comparable build-out and a comparable term assuming the following: (A) the landlord and tenant are informed and well-advised and each is acting in what it considers its own best interests; and (B) the tenant shall continue pay all pass-throughs as described in Exhibit C.

c. Landlord and Tenant shall negotiate in good faith to determine the Base Rent for the applicable Extension Period, for a period of thirty (30) days after the date on which Landlord receives the Extension Notice from Tenant. In the event Landlord and Tenant are unable to agree upon the Base Rent and other economic terms for the applicable Extension Period within said thirty (30)-day period, the Fair Market Rental Rate for the Premises shall be determined by a board of three (3) licensed real estate brokers, one of whom shall be named by the Landlord, one of whom shall be named by Tenant, and the two so appointed shall select a third (the "**Third Broker**"). Each real estate broker so selected shall be licensed in the State of Maryland as a real estate broker specializing in the field of industrial/flex leasing in the Upper Marlboro, Maryland area, having no fewer than ten (10) years experience in such field, and recognized as ethical and reputable within the field. Landlord and Tenant agree to make their appointments promptly within ten (10) days after the expiration of the thirty (30)-day period, or sooner if mutually agreed upon. The two (2) brokers selected by Landlord and Tenant shall select the Third Broker within ten (10) days after they both have been appointed, and all three (3) brokers shall, within fifteen (15) days after the Third Broker is selected, submit his or her determination of the Fair Market Rental Rate. The Third Broker shall determine which determination of Fair Market Rental Rate and market concessions made by Landlord's broker or Tenant's broker is closest to the determination of Fair Market Rental Rate and market concessions made by the Third Broker (the "**Closest Determination**"). The Fair Market Rental Rate and market concessions to be provided by Landlord hereunder shall be the mean of the Closest Determination and the

determination of Fair Market Rental Rate and market concessions made by the Third Broker. Landlord and Tenant shall each pay the fee of the broker selected by it, and they shall equally share the payment of the fee of the Third Broker.

d. Should the Term be extended hereunder, Tenant shall, if required by Landlord, execute an amendment modifying the Lease within fifteen (15) business days after Landlord presents same to Tenant, which amendment shall set forth the Base Rent for each year of the applicable Extension Period and the other economic terms and provisions in effect during the applicable Extension Period. Should Tenant fail to execute the amendment (which amendment accurately sets forth the economic terms and provisions in effect during the applicable Extension Period) within fifteen (15) business days after presentation of same by Landlord, time being of the essence, Tenant's right to extend the Term of the Lease for the applicable Extension Period shall, at Landlord's sole option, terminate, and Landlord shall be permitted to lease such space to any other person or entity upon whatever terms and conditions are acceptable to Landlord in its sole discretion.

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT K

USA PATRIOT ACT AND ANTI-TERRORISM LAWS

(a) Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering (collectively, the "**Anti-Terrorism Laws**"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**").

(b) Tenant covenants with Landlord that neither Tenant nor any of its respective constituent owners or affiliates is or shall be during the Term hereof a "**Prohibited Person**," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom Landlord is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above.

(c) At any time and from time-to-time during the Term, Tenant shall deliver to Landlord, within ten (10) days after receipt of a written request therefor, a written certification or such other evidence reasonably acceptable to Landlord evidencing and confirming Tenant's compliance with this Exhibit K.

EXHIBIT L

MOISTURE AND MOLD CONTROL

Tenant acknowledges that exercising proper ventilation and moisture control precautions will help maintain its comfort and prevent mold growth in the Premises. Tenant agrees to adopt and implement the following guidelines, to avoid enveloping excessive moisture or mold growth.

1. Report any maintenance problems involving water, moist conditions, or mold to the Property Manager promptly and conduct its required activities in a manner, which prevents unusual moisture conditions or mold growth.
2. Do not block or inhibit the flow of return or make-up air into the HVAC system. Maintain the suite at a consistent temperature and humidity level in accordance with the Property Manager's instructions.
3. Regularly conduct janitorial activities, especially in bathrooms, kitchens, and janitorial spaces to remove mildew and prevent or correct moist conditions.
4. Maintain water in all drain traps at all times.

Dated: _____, 201__

TENANT:

UNI-SELECT USA, INC.,
a Delaware corporation

By: _____

Name:

Title:

EXHIBIT M

CURRENT SNDA

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (this "Agreement") is made this _____ day of _____, 2013, by and among WESTPHALIA VENTURE LLC, a Delaware limited liability company (the "Borrower"), UNI-SELECT USA, INC., a Delaware corporation (the "Tenant"), and PNC Bank, National Association, a national banking association,(the "Bank").

WHEREAS, by Lease dated _____, 2013 (the "Lease") between the Borrower and Tenant, Tenant leased certain improvements located, or to be located, on the real property described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Bank is, or will be, the holder of a note secured by a deed of trust recorded or intended to be recorded among the Land Records of Prince George's County, Maryland, which constitutes a lien against the Property (which deed of trust, as the same may be modified, supplemented, extended, or renewed from time to time, is hereinafter called the "Deed of Trust"), and is or will be the holder with respect to the Lease of an Assignment of Lessor's Interest in Leases; and

WHEREAS, the Bank desires that Tenant agree to attorn to the purchaser of the Property at foreclosure of the Deed of Trust in the event of such foreclosure, or to the Bank in the event of collection of the rent by the Bank; and Tenant is willing to agree to attorn if the Bank and such purchaser will recognize Tenant's rights under the Lease to the extent hereinafter indicated.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid in hand by each of the parties hereto to the other, receipt whereof is acknowledged, and for and in consideration of their respective covenants herein made, the parties covenant and agree as follows:

1. Tenant and the Borrower hereby assert that the Lease is in full force and effect and that as of the date of this Agreement, there is no event of default under the Lease by Tenant or the Borrower.
2. Subject to the provisions hereof, and except as provided below, the estate created by the Lease shall be subject and subordinate to the lien and terms and conditions of the Deed of Trust. If the interest of the Borrower in the Property shall be transferred to and owned by the Bank by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure or any other manner, the Tenant shall be bound to the Bank under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Bank was the original Landlord under the Lease. Tenant does hereby attorn to (a) the Bank as its landlord when the Bank is in possession of the Property, (b) a receiver appointed in any action or proceeding to foreclose the Deed of

Trust, (c) any party acquiring title to the Property and (d) any successor to the Borrower; said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon the Bank succeeding to the interest of the Borrower in the Property. The respective rights and obligations of Tenant and the Bank upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein. Upon request, Tenant will execute a written attornment agreement in favor of the Bank at such time as the Bank succeeds to the Borrower's interest in the Property. Notwithstanding the foregoing, in the event of any Casualty or Taking, as defined in the Lease, the provisions of the Lease respecting the application of insurance proceeds, or the proceeds with respect to a Taking, shall apply as regards the restoration of the Premises and the Landlord's obligations with respect thereto; provided, however, that to the extent that the provisions of the Deed of Trust require that such proceeds be deposited with the Bank, in escrow, for disbursement to Landlord to be used for such restoration, such escrow and disbursement provisions shall be given effect, so long as the obligation and ability of Landlord to effect such restoration is not thereby materially impaired

3. So long as no event of default has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Borrower under the Lease to terminate the Lease or would cause, without any further action of the Borrower, the termination of the Lease, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Property be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Deed of Trust or, in case the Bank takes possession of the Property, pursuant to the provisions of the Deed of Trust.

4. If the Bank shall succeed to the interest of the Borrower under the Lease, the Bank shall not be (a) liable for any act or omission of any prior landlord (including the Borrower), (b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Borrower), (c) bound by any rent, security deposit or additional rent which the Tenant might have paid for more than one month in advance to any prior landlord (including the Borrower), (d) bound by any amendment or modification of the Lease made without the Bank's consent or (e) bound to Tenant beyond the date on which it shall transfer title to the Property to a third party.

5. At any time after an event of default has occurred under the Deed of Trust, the Tenant shall make payments under the Lease directly to the Bank. Receipt of the Bank's written certification that such an event of default has occurred shall be the only condition to Tenant's making payments directly to the Bank, and Tenant shall not be required to investigate or verify the nature or extent of any default. The Borrower by its execution of this Agreement irrevocably consents to such direct payment by the Tenant and agrees to hold the Tenant harmless for the application of any payments so made.

6. Tenant agrees (a) to give the Bank written notice and a period of 30 days within which the Bank may, at its option, cure any default by the Borrower under the Lease, (b) to

certify to the Bank from time to time as to whether the Lease is in effect and whether there are any defaults thereunder, and (c) not to surrender, cancel or terminate the Lease, without the Bank's prior written consent, except as it may be permitted to do so under the terms of the Lease.

7. Tenant hereby agrees that other than the agreements hereunder, the Bank is not bound by the terms of the Lease and the failure of the Borrower to perform under the Lease or comply with the terms of the Lease shall not constitute any defense against the Bank for any rights that the Bank may have against Tenant.

8. All notices under this Agreement shall be given by first class registered or certified mail, postage prepaid, addressed as follows:

if to the Borrower: Westphalia Venture LLC
c/o Lincoln Property Company
231 East Baltimore Street
Suite 902
Baltimore, MD 21202
Attention: Property Manager

if to the Tenant: Uni-Select USA, Inc.
170 Industriel Blvd.
Boucherville, Quebec J4B 2X3 Canada
Attention: The Secretary

if to the Bank: PNC Bank
Two Hopkins Plaza
Baltimore, MD 21201
Attn: Real Estate Finance
Ronald W. Huffman

or at such other address as any of the parties have notified the others of in the manner provided in this Section.

9. The word "Lease" as used in this Agreement shall be deemed to be the Lease executed by the Borrower and the Tenant, as amended or modified by written agreements hereafter made, from time to time, between the Borrower and the Tenant and consented to by the Bank. The words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Borrower's estate in the Property by voluntary deed (or assignment) in lieu of foreclosure. The word "Bank" shall include the Bank herein specifically named and any of its nominees, successors, and assigns, including anyone who shall have succeeded to the Borrower's interest in the Property by, through or under foreclosure of the Deed of Trust, or by voluntary deed.

10. All of the terms, covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[signatures follow]

WITNESS the signatures and seals of the parties hereto as of the day and year first above written.

BORROWER:

WITNESS OR ATTEST:

WESTPHALIA VENTURE LLC, a
Delaware limited liability company

By: Lincoln-Westphalia LLC,
a Delaware limited liability company,
Managing Member

By: Lincoln Non-Member Manager, Inc.
a Texas corporation, Manager

By: _____(SEAL)
J. Paul Price
Executive Vice President

STATE OF _____ : COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 2013, before me, a Notary Public for the state and county aforesaid, personally appeared J. Paul Price, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Executive Vice President of Lincoln Non-Member Manager, Inc., which is the Manager of Lincoln-Westphalia LLC, which is the Managing Member of Westphalia Venture LLC, that he has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

WITNESS OR ATTEST:

TENANT:

UNI-SELECT USA, INC., a Delaware corporation

_____ By: _____ (SEAL)
Name:
Title:

STATE OF _____ : COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the _____ of Uni-Select USA, Inc., that he /she has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

BANK:

PNC Bank, National Association, a
national banking association.

By: _____ (SEAL)
Ronald W. Huffman
Senior Vice President

STATE OF _____ : COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 2013, before me, a Notary Public for the state and county aforesaid, personally appeared Ronald W. Huffman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the a Senior Vice President of PNC Bank, National Association, that he has been duly authorized to execute, and has executed such instrument on its behalf for the purposes herein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**") is entered as of this 2nd day of November, 2016, by and between U.S. CITIES FUND OPERATING LP, a Delaware limited partnership (formerly known as TCAM Core Property Fund Operating LP, a Delaware limited partnership), with its offices at 730 Third Avenue, New York, New York 10017 ("**Assignor**"), and 8420 WESTPHALIA ROAD LLC, a Delaware limited liability company, whose mailing address is c/o Hartz Mountain Industries, Inc., 400 Plaza Drive, Secaucus, New Jersey 07096 ("**Assignee**").

WHEREAS, in accordance with that certain Purchase and Sale Agreement ("**Agreement**") dated as of November 2, 2016 between Assignor, as Seller, and Assignee, as Purchaser, Assignor has agreed to convey to Assignee that certain Property located at 8420 Westphalia Road, Upper Marlboro, Maryland, as more particularly described on Exhibit A to the Agreement (capitalized terms used in this Assignment and not specifically defined herein will have the meanings ascribed to them in the Agreement); and

WHEREAS, Assignor desires to assign its interests in and Assignee desires to accept the assignment of Assignor's interest in the Leases, on the terms and conditions provided herein including Assignee's assumption of Assignor's obligations under the Leases; and

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Property by Assignee from Assignor, and for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Leases.

Assignor hereby assigns and transfers to Assignee as of the date hereof all of Assignor's right, title and interest in and to the Leases described on Exhibit A attached hereto and made a part hereof including any security deposits thereunder held by Assignor and any lease guaranties pertaining to the Leases.

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Leases, and assumes all the obligations of Assignor under and arising out of the Leases which are applicable to the period from and after the date hereof and of the obligations of Assignor respecting the security deposits turned over or credited to Assignee and Assignee will hold Assignor harmless and free from any liability with reference to the security deposits to the extent same are received by or credited to Assignee.

2. Non-recourse to Assignor.

The assignments and transfers of Assignor made pursuant to this Assignment and Assignee's acceptance of the same are without any representation (other than the representation of due execution set forth in paragraph 4 hereof and those representations set forth in the Agreement) or warranty by Assignor and without any right of recourse against Assignor except as set forth in Section 15.16 and Section 15.23 of the Agreement.

3. Successors and Assigns.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Authority.

Assignor and Assignee covenant and represent to each other that they have the power and authority to enter into this Assignment and that the persons duly executing this Assignment on behalf of Assignor and Assignee, respectively, have the requisite power and authority to do so.

5. Counterparts.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Assignment and Assumption Agreement

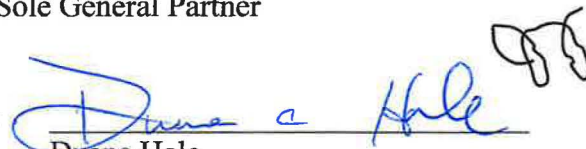
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

U.S. CITIES FUND OPERATING LP,
a Delaware limited partnership

By: U.S. Cities Fund Operating GP LLC,
a Delaware limited liability company,
Its Sole General Partner

By:

A handwritten signature in blue ink, appearing to read "Duane a Hale", is written over a horizontal line. To the right of the signature, there are two small, stylized initials or marks.

Duane Hale,
Authorized Signer

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Signature Page to Assignment and Assumption Agreement

ASSIGNEE:

8420 WESTPHALIA ROAD LLC,
a Delaware limited liability company

By: 

Phillip R. Patton,
Executive Vice President

EXHIBIT A

LIST OF LEASES

Tenant Name	Original Lease Date	Amendment #
1-800-Pack-Rat, LLC	10/11/2011	
IEH Auto Parts, LLC	2/5/2013	
The Board of Governors of the Federal Reserve System	3/25/2011	