

LEASE AGREEMENT

COLT SOUTH FLORIDA OWNER LP
Landlord

AND

CITY OF POMPANO BEACH
Tenant

AT

**Pompano Business Park, Building 9,
1651 SW 5th Court, Suite 1641,
Pompano Beach, FL 33069**

THIS LEASE AGREEMENT (this "Lease") dated _____ is made by and between **COLT SOUTH FLORIDA OWNER LP**, a Delaware limited partnership ("Landlord"), and **CITY OF POMPAÑO BEACH**, a municipal corporation organized under the laws of Florida ("Tenant"), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Basic Lease Terms and Definitions.

(a) **Premises:** shall mean all of the interior space within the Building walls and below the Building ceiling of that certain premises in the Building containing approximately 7,500 rentable square feet, and known as Suite 1641, shown on **Exhibit "A"** attached hereto, with an address of 1651 SW 5th Court, Pompano Beach, Florida 33069.

(b) **Building:** shall mean the industrial building located at Pompano Business Park, Building 9, 1651 SW 5th Court, Pompano Beach, Florida 33069 and containing approximately 25,200 rentable square feet.

(c) **Term:** 18 months.

(d) **Commencement Date:** March 1, 2026.

(e) **Expiration Date:** The last day of the Term, which is August 31, 2027.

(f) **Minimum Annual Rent:** Payable in monthly installments as follows:

<u>Period</u>	<u>Annual</u>	<u>Monthly</u>	<u>Minimum Annual Rent Per Rentable Square Foot</u>
3/1/2026 – 2/28/2027	\$141,375.00	\$11,781.25	\$18.85
3/1/2027 – 8/31/2027	-----	\$12,252.50	\$19.60

The Minimum Annual Rent above and the estimated Annual Operating Expenses below do not include applicable Florida sales tax payable by Tenant, which applicable Florida sales tax shall be paid by Tenant in addition to the above noted Minimum Annual Rent and below noted estimated Annual Operating Expenses, together with each installment of Monthly Rent.

(g) **Annual Operating Expenses:** \$57,975.00, payable in monthly installments of \$4,831.25, subject to adjustment as provided in this Lease.

(h) **Tenant's Share:** 29.76% (also see Definitions).

(i) **Use:** Warehouse and distribution, with appurtenant office, subject to Section 3 below.

(j) **Security Deposit:** \$0.00.

(k) **Addresses For Notices:**

Landlord: Colt South Florida Owner LP
c/o Equus Capital Partners, Ltd.
3843 West Chester Pike
Newtown Square, PA 19073
Attn: Joseph F. Felici

Tenant: City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, FL 33060
Attn: City Manager

With a copy to:

Colt South Florida Owner LP
c/o Equus Capital Partners, Ltd.
3843 West Chester Pike
Newtown Square, PA 19073
Attn: General Counsel

With a copy to:

City of Pompano Beach Fire Rescue
Logistics Division
1651 SW 5th Court, Ste. 1641
Pompano Beach, FL 33069-3535
Attn: Logistics Manager

(l) **Guarantor:** Not required.

(m) **Development:** means the multi-building project (as reasonably determined by Landlord) on the Property and any adjacent or nearby properties, of which the Building is a part. To the extent the Building shares certain expenses with other buildings in the Development (such as real estate taxes, landscaping and snow and ice removal expenses and costs of Maintaining the Development (including, without limitation, any parking lots, common access drive(s), driveway(s), road(s), irrigation systems, storm water facilities, detention ponds, central utility plant and common road lighting and traffic controls)), Landlord shall reasonably allocate such expenses between all of the buildings in the Development (including the Building), excluding any expense that does not benefit all buildings in the Development but exclusively benefits just one building therein. Tenant's proportionate share for the Development is obtained by dividing the rentable square feet of the Premises by the rentable square feet of all buildings in the Development. If the Development is less than fully occupied during any calendar year, then the variable components of expenses as determined by Landlord shall be calculated as if the Development had been fully occupied for the full calendar year.

(n) **Tenant's EIN:** 59-6000411.

(o) **Tenant's NAICS Code:** Tenant hereby represents and warrants to Landlord that as of the date hereof, Tenant's 6-digit North American Industry Classification System Number ("NAICS Code") under the North American Industry Classification System as promulgated by the Executive Office of the President, Office of Management and Budget, applicable to Tenant's business is 921120-12.

(p) **Additional Defined Terms:** See Rider 1 for the definitions of other capitalized terms.

(q) **Contents:** The following are attached to and made a part of this Lease:

Rider 1 – Additional Definitions

Rider 2 – Maintenance and Repair Responsibilities

Exhibits: "A" – Plan Showing Premises

"B" – Sign Criteria

"C" – Estoppel Certificate Form

"D" – Building Rules

"D-1" – Depiction of Oxygen Storage System

"E" – Minimum Service Contract Requirements

"F" – Moisture and Mold Prevention Guidelines

"G" – W-9 Form

"H" – Option to Renew

2. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas for their intended purposes. Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord, except as otherwise expressly set forth in this Lease. Tenant acknowledges that the Premises is acceptable for Tenant's use. Landlord and Tenant stipulate and agree to the rentable square footages set forth in Sections 1(a) and 1(b) above and the Tenant's Share without regard to actual measurement. Notwithstanding the foregoing, Landlord may, in its sole discretion, for all purposes under this Lease by delivery of written notice to Tenant, measure the rentable square footage of the Premises, the Building and/or other buildings in the Development, and, as applicable, update the rentable square footage of the Premises, the Building and/or other buildings in the Development and Tenant's Share for the Building and/or Tenant's proportionate share of the Development.

3. **Use.** Tenant shall occupy and use the Premises only for the Use specified in Section 1 above and for no other purpose. Tenant shall not permit any conduct or condition which may endanger, disturb or interfere (whether through noise, odor, vibration or otherwise) with the normal operations of any other occupant of the Building or the Development or with the management of the Building or the Development or the performance of Landlord's obligations under this Lease. Tenant shall not use or permit the use of any portion of the Property for outdoor storage or auction. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times. Landlord makes no warranty that the Use is permitted for the Premises under Laws. Tenant, at its sole cost, shall be responsible for obtaining any permit, license, or other approval required by any governmental agency permitting Tenant's use or occupancy of the Premises.

4. **Term; Possession.** The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. As of the date hereof, Landlord and Tenant are parties to a certain Lease Agreement dated February 24, 2021, as amended (collectively, the "Existing Lease"), with respect to the

Premises, which Existing Lease is currently set to expire on February 28, 2026. Accordingly, Tenant is already in possession of the Premises pursuant to the terms of the Existing Lease.

5. Rent; Taxes. Tenant agrees to pay to Landlord, without demand, deduction or offset, Minimum Annual Rent and Annual Operating Expenses for the Term. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, (i) by a check payable to Landlord at Landlord's address designated in Section 1 above unless Landlord designates otherwise, or (ii) by transfer of immediately available federal funds via the Automated Clearinghouse (ACH) method to an account designated by Landlord. All other items of Rent shall be due and payable by Tenant on or before 10 business days after billing by Landlord. Tenant shall pay Landlord on demand for any cost incurred by Landlord in connection with any payment presented by Tenant which is not paid by the bank due to insufficient funds. Minimum Annual Rent and Annual Operating Expenses shall be appropriately prorated on a per diem basis for any partial month during the Term. All Monthly Rent and other payment obligations required to be paid by Tenant to Landlord hereunder are absolute and unconditional and the obligation of Tenant to pay Monthly Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall pay Landlord, as additional Rent, a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid within 5 days after the due date will bear interest at the Interest Rate on a compounding and cumulative basis from the date due to the date paid. Tenant shall pay before delinquent all taxes or other charges levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; (c) Tenant's Property; or (d) Tenant's use of the Premises (including, without limitation, any impact fees or municipal charges). Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by (i) any amount that was payable by Tenant under the Existing Lease, or (ii) any amount payable by Tenant under this Lease. At the time of signing this Lease, Tenant shall complete and execute a W-9 in the form attached hereto as **Exhibit "G"** and deliver same to Landlord.

6. Operating Expenses. The amount of the Annual Operating Expenses set forth in Section 1(g) above represents Tenant's Share of the estimated Operating Expenses for the calendar year in which the Term commences. Landlord may adjust such amount from time to time if the estimated Annual Operating Expenses increase or decrease; Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses. As soon as practical after the end of each calendar year during the Term (and as soon as practical after the expiration or termination of this Lease or, at Landlord's option, after a sale of the Property), Landlord shall provide Tenant with a statement of Operating Expenses for the preceding calendar year or part thereof. Within 30 days after delivery of the statement to Tenant, Landlord or Tenant shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Landlord's option, Landlord may credit Tenant's account for any overpayment; provided, however, that if an Event of Default by Tenant occurs, then Landlord may, but shall not be required to, pay or credit any overpayment to Tenant. If Tenant does not give Landlord notice within 30 days after receiving Landlord's statement that Tenant disagrees with the statement and specifying the items and amounts in dispute, Tenant shall be deemed to have waived the right to contest the statement. Landlord's and Tenant's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of this Lease. Notwithstanding any other provision of this Lease to the contrary, Landlord may, in its reasonable discretion, determine from time to time the method of computing and allocating Operating Expenses, including the method of allocating Operating Expenses to various types of space within the Building to reflect any disparate levels of services provided to different types of space. If the Building is not fully occupied during any period, Landlord may make a reasonable adjustment based on occupancy in computing the Operating Expenses for such period so that Operating Expenses are computed as though the Building had been fully occupied.

7. Utilities. Tenant shall pay for water, sewer, gas, electricity, heat, power, telephone, telecommunications, data and other communication services and any other utilities supplied to the Premises. Except to the extent any of the foregoing utility services are separately metered to the Premises (e.g., electric service), in which event Landlord shall require Tenant to obtain any such utility service in Tenant's own name and timely pay for the costs therefor directly to the respective utility provider, Landlord shall provide such utility services (other than telecommunications or data service) to Tenant and Tenant, at Landlord's election, shall either pay for the costs therefor (i) directly to Landlord (outside of Operating Expenses), as additional Rent, within 5 days after being billed, or (ii) through Operating Expenses. The cost of any utility service supplied to the Common Areas shall be included in Operating Expenses. All utility costs shall include any taxes or other charges imposed in connection therewith by the utility provider, supplier or governmental authority having jurisdiction. Landlord shall not be responsible or liable for any interruption in utilities or services, or for any injury to property caused thereby, nor shall such interruption affect the continuation or validity of this Lease, constitute an eviction, give rise to an abatement or relieve Tenant from full performance of Tenant's obligations under this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. In the event Tenant's consumption of any utility or other service included in

Operating Expenses is excessive when compared with other occupants of the Property, Landlord may invoice Tenant separately for, and Tenant shall pay on demand, the cost of Tenant's excessive consumption, as reasonably determined by Landlord. Landlord, at Tenant's expense, may elect to separately meter or sub-meter the Premises for any utility or service not then separately metered or sub-metered. Upon written request no more often than once a quarter, Tenant shall provide to Landlord reasonable utility consumption data and other related information (or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain the same from the applicable provider). Tenant shall cooperate with Landlord to conduct ASHRAE energy audits of the Building and Property.

8. Insurance; Waivers; Indemnification.

(a) Landlord shall maintain insurance against loss or damage to the Building or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount and with such deductibles as Landlord considers appropriate (excluding coverage of Tenant's Property and any Alterations by Tenant or any of its Agents (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease)), and such other insurance, including rent loss coverage and flood insurance, as Landlord may reasonably deem appropriate or as any Mortgagee may require. The Building may be included in a blanket policy or captive insurance program.

(b) Tenant shall, at Tenant's sole expense, obtain and keep in force at all times the following insurance (and any other commercially reasonable form(s) of insurance Landlord may reasonably require from time to time) in the following coverage amounts, which coverage amounts Landlord may reasonably increase from time to time upon reasonable advance written notice to Tenant in the event Tenant's operations change or Landlord otherwise reasonably determines that such coverage amounts are inadequate under the circumstances:

(i) A policy of commercial general liability insurance ("CGL Policy") on an occurrence basis covering bodily injury and property damage with limits not less than \$2,000,000.00 per occurrence, \$6,000,000.00 aggregate per location (if Tenant has multiple locations) (provided, however, that, notwithstanding the foregoing, if "City of Pompano Beach" is the Tenant under this Lease, then "City of Pompano Beach" is not required to maintain a per location aggregate limit, however, for the avoidance of doubt, a per location aggregate limit will apply in the event this Lease is assigned or all or any portion of the Premises is subleased), \$1,000,000.00 personal and advertising injury, \$1,000,000.00 products/completed operations liability, \$100,000.00 tenant's legal liability, providing coverage for defense costs outside of the policy limits and including coverage for, among other things, bodily injury, personal injury, property damages arising out of Tenant's operations and contractual liabilities, including coverage formerly known as broad form, blanket contractual liability for both oral and written contracts, premises and operations, and owners and contractors protective. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease.

(ii) Business automobile liability insurance having a combined single limit of not less than \$1,000,000.00 per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles.

(iii) Workers' compensation insurance having minimum limits of not less than those required by applicable state and federal statute, and covering all persons employed by Tenant, including volunteers, in the conduct of its operations on the Premises, together with employer's liability insurance coverage with limits not less than \$1,000,000.00 each accident, \$1,000,000.00 disease - policy limit, \$1,000,000.00 disease - each employee.

(iv) Property insurance covering (i) all of Tenant's Property, and (ii) any Alterations or tenant improvements installed by Tenant or any of its Agents, whether pursuant to this Lease or pursuant to any prior lease or other agreement to which Tenant was a party with respect to the Property. Such insurance shall be written on a "special cause of loss form" or "all risk" form for physical loss or damage, for the full replacement cost value new, and shall include coverage for damage or other loss caused by fire or other peril, including vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, sudden and accidental breakdown, bursting or stoppage of pipes, and explosion, and providing business interruption coverage for a period of one year.

(v) Warehouseman's Legal Liability Insurance, if Tenant is operating as a Warehouseman on the Premises, with limits not less than the full value of the property of its customers as determined by agreements between Tenant and its customers.

(vi) Intentionally omitted.

(vii) An umbrella liability policy or excess liability policy having a limit of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate, which policy shall be in "following form" and shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. Such umbrella liability policy or excess liability policy shall include coverage for additional insureds. Notwithstanding the foregoing, if "City of Pompano Beach" is the Tenant under this Lease, then "City of Pompano Beach" is not required to maintain the foregoing umbrella liability policy, however, for the avoidance of doubt, the foregoing umbrella liability policy will apply in the event this Lease is assigned or all or any portion of the Premises is subleased.

(viii) If Tenant handles, stores or utilizes Hazardous Materials in its business operations, Pollution Legal Liability Insurance and/or Environmental Impairment Insurance covering claims for damage or injury caused by hazardous materials, with limits of liability determined by Landlord, in Landlord's sole discretion, but in no event less than \$3,000,000.00 per claim and in the aggregate.

(ix) None of the policies set forth in this subsection 8(b) shall be cancelable or reduced without at least 30 days prior notice to Landlord. The insurer must be authorized to do business in the state in which the Premises is located and be rated at least "A VIII" (or higher if required by a Mortgagee) as determined by A.M. Best Company. Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in the form of ACORD 28 and ACORD 25-S (or in a form acceptable to Landlord in its reasonable discretion), at the time that Tenant executes and delivers this Lease to Landlord (such time being of the essence) and, at least 10 days prior to the expiration of any required coverage. Notwithstanding anything contained herein to the contrary, if Tenant shall fail, refuse or neglect to maintain any insurance that Tenant is required to provide hereunder, or to furnish Landlord with satisfactory evidence of coverage within the time required, then, in addition to other remedies available to Landlord, Landlord may immediately obtain such insurance and the cost thereof shall be payable by Tenant to Landlord upon demand, as additional Rent, or at Landlord's sole option, Landlord may impose on Tenant, as additional Rent, a monthly delinquency fee, for each month during which Tenant fails to comply with the foregoing obligation, in an amount equal to 5% of the Minimum Annual Rent then in effect. If Tenant does anything or fails to do anything which increases the cost of Landlord's insurance or prevents Landlord from procuring policies from companies and in form satisfactory to Landlord, then Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed therefor. Landlord, Landlord's Mortgagee, if any, and any other party designated by Landlord, as their interests may appear, shall be named as additional insureds under Insurance Services Office endorsement CG 20 10 04 13 or equivalent under all of the policies required under this Section 8(b), which (a) endorsement shall be included with Tenant's certificates of insurance, and (b) policies shall provide for severability of interest and shall be primary as respects the additional insureds, and any insurance maintained by the additional insureds shall be excess and non-contributing. The limits and types of insurance maintained by Tenant shall not limit Tenant's liability under this Lease. Tenant shall notify Landlord within 24 hours after the occurrence of any accidents or incidents in the Premises or the Property which could give rise to a claim under any of the insurance policies required under this Section 8. Tenant shall not be permitted to satisfy any of its insurance obligations set forth in this Lease with deductible amounts, or through any self-insurance or self-insured retention, in excess of \$25,000.00.

(c) Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is covered (or, if the insurance required hereunder had been carried, would have been covered) under the terms of any property, general liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable Laws; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Section 10(d) below. The failure of a party to insure its property shall not void this waiver. For purposes of this Section (but subject to the terms of Section 9 and Rider 2), any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectible policies of insurance. Tenant, as a material part of the consideration to Landlord, hereby assumes all loss due to business interruption and all risk of illness or injury to persons in, upon or about the Premises and/or the Property arising from any cause and all risk of damage to property including, but not limited to, all Alterations, Tenant's Property and the property of any other person or entity that is used, leased or stored by Tenant in or about the Premises or Property, and Tenant hereby expressly releases Landlord and any of its Agents and waives all claims in respect thereof against Landlord and any of its Agents. For the avoidance of doubt, Landlord will not be liable or in any way responsible for, and Tenant waives all claims against Landlord for, any loss, injury or damage suffered by Tenant or others relating to: (i) loss or theft of, or damage to, property of Tenant or others; (ii) subject to Section 8(c), injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping steam or gas, electricity, water, rain or snow, or leaks from any part of the Building or from any pipes, appliances or plumbing, or from dampness; or (iii) damage caused by other tenants, occupants or persons in the Premises or other premises in the Building, or caused by the public or by construction of any private or public work.

(d) Subject to subsection (c) above, and except to the extent caused by the gross negligence or willful misconduct of Landlord or any of its Agents, Tenant will indemnify, defend, and hold harmless Landlord and any of its

Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or any of its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or any of its Agents or arising out of any breach or default by Tenant under this Lease or occasioned wholly or in part by any act or omission of Tenant or any of its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

9. Maintenance and Repairs.

(a) Maintenance obligations, and the responsibility for payment associated with the performance of such Maintenance, shall be allocated between Landlord and Tenant in accordance with Rider 2, except as otherwise set forth in this Section 9.

(b) Notwithstanding anything contained in this Lease to the contrary, Tenant shall be solely responsible for all costs and expenses incurred by Landlord or Landlord's property manager for any Alterations, or other Maintenance made necessary because of the acts or omissions of Tenant or any of its Agents (including, without limitation, Tenant Alterations and/or Tenant Maintenance work, Tenant's special or particular use of the Premises and Tenant voiding a warranty that would otherwise have covered a cost) (whether the act or omission of Tenant or any of Tenant's Agents was prior to, during or after the Term of this Lease), in each case, to the extent not covered by applicable insurance proceeds paid to Landlord (Tenant being responsible for Landlord's commercially reasonable deductible notwithstanding the waiver of claims set forth in Section 8(c)). Tenant agrees to pay to Landlord's property manager, within 10 days after being billed therefor, all costs and expenses for which Tenant is liable pursuant to this paragraph.

10. Compliance.

(a) Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy (whether such use or occupancy by Tenant was prior to, during or after the Term of this Lease). Neither Tenant nor any of Tenant's Agents shall use the Premises or the Property in any manner that under any Law would require Landlord to make any Alteration, modification, upgrade, repair or replacement to or in the Premises, the Building Systems, the Building or the Property (without limiting the foregoing, Tenant shall not use the Premises or the Property in any manner that would cause the Premises or the Property to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration, modification, upgrade, repair or replacement). Notwithstanding anything contained herein to the contrary, if an Alteration, modification, upgrade, repair or replacement to the Premises, the Building Systems, the Building or the Property becomes required under any applicable Law (or if any such requirement is enforced) as a result of any use or manner of use of the Premises or the Property or any act or omission of Tenant or any of Tenant's Agents (including, without limitation, an Alteration made by Tenant or any of Tenant's Agents), then Tenant shall upon Landlord's demand and option, either make such Alteration, modification, upgrade, repair or replacement at Tenant's sole cost or pay Landlord's property manager the cost of making such change within 10 days after being billed therefor. Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises or Tenant's use or occupancy (whether such use or occupancy by Tenant was prior to, during or after the Term of this Lease).

(b) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(c) Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant (whether such breach by Tenant was prior to, during or after the Term of this Lease) causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant shall not cause nor permit, nor shall Tenant allow any of its Agents to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used at, on, in, under or about the Premises or the Property, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. Tenant shall not install, operate or maintain any above or below grade tank, sump, pit, pond, lagoon or other storage or treatment vessel or device at the Property without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Tenant agrees that (i) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (ii) Tenant will immediately notify Landlord of any violation by Tenant or any of Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or

permit sent or received by Tenant with respect to the foregoing. As defined in Environmental Laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, any of its Agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Landlord shall have the right to enter upon and inspect the Premises and to conduct tests, monitoring and investigations. Within 10 days following receipt by Tenant of a written request therefor from Landlord (which request shall not be made more often than annually), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, generated, used or disposed of on, in, under or about the Premises for the 12-month period prior to and after each such request, or which Tenant intends to store, generate, use or dispose of on, in, under or about the Premises. Similarly, within 10 days of written request from Landlord, Tenant will complete a certification as to its compliance with this Section. Landlord may conduct environmental testing, including "Phase I", around the Expiration Date and treat as an Operating Expense. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or any of Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or any of Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof (whether such contamination by Tenant or any of its Agents or conditions caused by Tenant or any of its Agents occurred prior to, during or after the Term of this Lease), and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Neither the written consent by Landlord to the presence of Hazardous Materials on, in, under or about the Premises, nor the strict compliance by Tenant with all Environmental Laws, shall excuse Tenant from Tenant's obligation of indemnification pursuant hereto. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

11. Signs. Tenant shall not place any signs on the Property without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Notwithstanding the foregoing, within 30 days after Landlord's request, Tenant, at Tenant's sole cost and expense, shall be solely responsible for ensuring that any and all of Tenant's signage existing at the Property as of the date of this Lease complies with all Laws and Landlord's sign criteria attached hereto as **Exhibit "B"**. Tenant, at its sole cost and expense, shall Maintain all signs installed by Tenant in good condition. Prior to the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove its signs from the Property, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. Alterations. Except for non-structural Alterations or Major Repairs that, in either instance, (i) do not exceed \$5,000.00 in the aggregate, (ii) are not outside of the Premises and/or are not visible from the exterior of the Premises, (iii) do not affect any Building System or any structural component of the Building or the Property, and (iv) does not require penetrations into, or work within or below, the ground, floor, ceiling or walls, Tenant shall not make or permit any Alterations or Major Repairs in or to the Premises or on the Property without first obtaining Landlord's prior written consent, which consent may be given or withheld by Landlord in Landlord's sole discretion. With respect to any Alterations or Major Repairs made by or on behalf of Tenant (whether or not the Alteration or Major Repair requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration or Major Repair, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration or Major Repair, together with certificates evidencing that Tenant's contractors and subcontractors have insurance coverage and limits of liability satisfactory to Landlord, in Landlord's sole discretion, naming Landlord and any other associated or affiliated entity as their interests may appear as additional insureds; (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor; (iii) the Alteration or Major Repair shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and, prior to commencing any Alteration, the plans and specifications delivered to and approved by Landlord in writing in advance; (iv) Tenant shall pay Landlord's property manager all reasonable costs and expenses in connection with Landlord's property manager's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord or Landlord's property manager deems necessary; (v) upon Landlord's request Tenant shall, prior to commencing any Alteration or Major Repair, provide Landlord reasonable security against liens arising out of such construction; and (vi) the Alteration shall be performed in accordance with Landlord's reasonable requirements relating to sustainability and energy efficiency. Upon completion, Tenant shall furnish Landlord with (i) "as-built" plans (in CAD format, if requested by Landlord) for Alterations, completion affidavits and full and final waivers of lien, and (ii) the warranties from Tenant's contractor(s), which shall be for the benefit of Landlord as well as Tenant. Any Alteration made by or on behalf of Tenant (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease) shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease) shall remain on the Property and become the property of Landlord unless Landlord gives notice to Tenant, prior to the expiration or termination of this Lease, to remove the Alteration (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease), in which event Tenant, on or before the expiration or termination of this Lease, at Tenant's sole cost, will remove the Alteration (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease), will repair any resulting damage and will restore the Premises

to the condition existing prior to Tenant's Alteration (whether such Alteration by Tenant was performed prior to, during or after the Term of this Lease). At Tenant's written request prior to Tenant making any Alteration, Landlord will notify Tenant whether Tenant is required to remove the Alteration on or before the expiration or termination of this Lease. Tenant, at its sole cost, may install necessary trade fixtures, equipment and furniture in the Premises (it being agreed that such installation shall not be deemed an Alteration), provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant.

13. Construction Liens. Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, Section 713.10, neither the Property nor any interest of Landlord in the Property shall be subject in any way to any liens, including mechanic's liens or any type of construction lien, for improvements to or other work performed with respect to the Property by or on behalf of Tenant. Tenant acknowledges that Tenant, with respect to improvements or alterations made by or on behalf of Tenant hereunder, shall promptly notify the contractor making such improvements to the Premises of this provision exculpating the Property and Landlord's interest in the Property from any such liens. Further, nothing in this Lease is intended to authorize Tenant to do or cause any work to be done or materials to be supplied for the account of Landlord, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout the Term "mechanics' lien" is used to include any lien, encumbrance or charge levied or imposed upon all or any portion of, interest in or income from the Property on account of any mechanic's, laborer's, materialman's or construction lien or arising out of any debt or liability to or any claim of any contractor, mechanic, supplier, materialman or laborer and shall include any mechanic's notice of intention to file a lien given to Landlord or Tenant, any stop order given to Landlord or Tenant, any notice of refusal to pay naming Landlord or Tenant and any injunctive or equitable action brought by any person claiming to be entitled to any mechanic's lien. If so requested by Landlord, Tenant shall execute a short form of memorandum under Florida Law so as to protect Landlord's interest in the Premises.

14. Landlord's Right to Relocate Tenant; Right of Entry.

(a) Intentionally omitted.

(b) Tenant shall permit Landlord and any of its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency, when no notice shall be necessary) to undertake the following, all without abatement of rent or liability to Tenant: to inspect, monitor, investigate, test or Maintain the Premises and/or the Property; to verify Tenant is complying with its obligations hereunder; to perform Landlord's obligations hereunder; to make permitted, or inspect Tenant, Alterations; to install, use, Maintain, alter or relocate any pipes, ducts, conduits, wires, equipment and other facilities in the Common Area or the Building; to install, Maintain and operate conduit cabling within the utility and/or conduit ducts and risers within the Building; or to show the Premises for the purpose of sale, insurance or financing, or, during the last 12 months of the Term (or following any Event of Default), to show the Premises to prospective tenants. Such entry by Landlord or any of its Agents shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from such entry by Landlord or any of its Agents.

15. Damage by Fire or Other Casualty. If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction (but not including the repair, restoration or replacement of Tenant's Property or Alterations installed by Tenant or any of its Agents (whether such Alteration installed by or on behalf of Tenant was performed prior to, during or after the Term of this Lease), which Tenant shall be required to restore) and this Lease shall continue in full force and effect. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 10 days after Landlord's notice. In addition, if a casualty occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Moreover, Landlord may terminate this Lease if the loss is not covered by the insurance required to be maintained by Landlord under this Lease. Tenant will receive an abatement of

Minimum Annual Rent and Annual Operating Expenses to the extent the Premises are rendered untenable as a result of the casualty.

16. Condemnation. If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking (but not including the repair, restoration or replacement of Tenant's Property or Alterations installed by Tenant or any of its Agents, which Tenant shall be required to restore) and this Lease shall continue in full force and effect, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenable in proportion to the square foot area untenable, and this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Without diminishing Landlord's award, Tenant shall have the right to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Property.

17. Quiet Enjoyment. Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

18. Assignment and Subletting.

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord, (ii) the business, business reputation or creditworthiness of the proposed transferee is unacceptable to Landlord in Landlord's sole discretion, (iii) the proposed transferee is a foreign non-US entity (organized and/or formed under the laws of a country other than the United States of America, or with a principal place of business in a country other than the United States of America, or with a majority of such entity's assets located in a country other than the United States of America), (iv) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee, or (v) Tenant is in default under this Lease or any act or omission has occurred which would constitute a default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be void at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) the Affiliate has a tangible net worth at least equal to the greater of (A) the tangible net worth of Tenant as of the date of this Lease, or (B) the tangible net worth of Tenant as of the effective date of the Transfer, (ii) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date, together with current financial statements of the Affiliate certified by an executive officer of the Affiliate and a copy of the proposed Transfer documents, (iii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement or a sublease (as applicable) reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance and appropriate endorsements evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease, and (iv) if there is a guaranty of this Lease, Tenant delivers to Landlord a confirmation of such guaranty by the guarantor hereunder, or, in the event the applicable Transfer results in a change of control (directly or indirectly) of Tenant, Tenant delivers to Landlord a new guaranty (on the same form as the existing guaranty) from an entity reasonably acceptable to Landlord.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If Tenant proposes to enter into a Transfer of less than all of the Premises (other than to an Affiliate), Landlord may amend this Lease to remove the portion of the Premises to be transferred, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition. If this Lease is not so terminated or amended, Tenant shall pay to Landlord, immediately upon receipt, 100% of the excess of (i) all compensation received by Tenant for the Transfer over (ii) the Rent allocable to the Premises transferred.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a

complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement or a sublease (as applicable) reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Furthermore, if there is a guaranty of this Lease, Tenant and transferee shall deliver to Landlord a confirmation of such guaranty by the guarantor hereunder, or, in the event the applicable Transfer results in a change of control (directly or indirectly) of Tenant, Tenant shall deliver to Landlord a new guaranty (on the same form as the existing guaranty) from an entity reasonably acceptable to Landlord. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

19. Subordination; Mortgagee's Rights.

(a) Tenant accepts this Lease subject and subordinate to any Mortgage now or in the future affecting the Premises, provided that Tenant's right of possession of the Premises shall not be disturbed by the Mortgagee so long as Tenant is not in default under this Lease. In the event of the foreclosure of any such Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant shall attorn to such Mortgagee or purchaser in foreclosure or the party who, but for this Lease, would be entitled to possession of the Premises, and Tenant agrees that this Lease shall not terminate unless Tenant is specifically named and joined in any such action and unless a judgment is obtained therein against Tenant. This paragraph shall be self-operative, and no further instrument of attornment will be required in order to effect it, provided, however that, within 10 days after request, Tenant shall execute and deliver any further instruments confirming the subordination of this Lease and any further instruments of attornment that the Mortgagee may reasonably request. However, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by giving notice to Tenant, and this Lease shall then be deemed prior to such Mortgage without regard to their respective dates of execution and delivery; provided that such subordination shall not affect any Mortgagee's rights with respect to condemnation awards, casualty insurance proceeds, intervening liens or any right which shall arise between the recording of such Mortgage and the execution of this Lease.

(b) No Mortgagee shall be (i) liable for any act or omission of a prior landlord, (ii) subject to any rental offsets or defenses against a prior landlord, (iii) bound by any amendment of this Lease made without its written consent, or (iv) bound by payment of Monthly Rent more than one month in advance or liable for any other funds paid by Tenant to Landlord unless such funds actually have been transferred to the Mortgagee by Landlord.

(c) The provisions of Sections 15 and 16 above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee.

(d) Tenant shall send to the Mortgagee (after notification of the identity of such Mortgagee and the mailing address thereof) copies of all notices that Tenant sends to Landlord; such notices to said Mortgagee shall be sent concurrently with the sending of the notices to Landlord and in the same manner as notices are required to be sent pursuant to Section 26 of this Lease. Tenant will accept performance of any provision of this Lease by such Mortgagee as performance by, and with the same force and effect as though performed by, Landlord. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (a) Tenant gives notice of such act or omission to Landlord and to each such Mortgagee, and (b) a reasonable period of time for remedying such act or omission elapses following the time when such Mortgagee becomes entitled under such Mortgage to remedy same (which reasonable period shall in no event be less than the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy and which reasonable period shall take into account such time as shall be required to institute and complete any foreclosure proceedings).

20. Tenant's Certificate; Financial Information. Within 10 days after Landlord's request from time to time, (a) Tenant shall execute, acknowledge and deliver to Landlord, for the benefit of Landlord, Mortgagee, any prospective Mortgagee, and any prospective purchaser of Landlord's interest in the Property, an estoppel certificate in the form of attached **Exhibit "C"** (or other form requested by Landlord), modified as necessary to accurately state the facts represented, and (b) Tenant shall furnish to Landlord, Landlord's Mortgagee, prospective Mortgagee and/or prospective purchaser reasonably requested financial information. Landlord agrees to keep any private financial information provided to it by Tenant confidential (except for disclosure to the parties listed in this subsection (b)), and any Mortgagee, prospective Mortgagee and/or prospective purchaser with which Landlord shares such information shall be informed by Landlord of the obligation to keep such information confidential.

21. Surrender.

(a) On the date on which this Lease expires or terminates, Tenant, at its sole cost, shall return possession of the Premises to Landlord broom swept clean, free of debris and cobwebs, with all electrical and plumbing capped, and in good condition, except for ordinary wear and tear (which shall not be deemed to include holes in walls or floors or special wiring caused by the installation of furniture, trade fixtures, equipment, wiring, cabling or other personal property installed by Tenant or its assignees, subtenants, or occupants), and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Conditions existing because of Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "ordinary wear and tear". Tenant acknowledges and agrees that if Landlord, in Landlord's sole discretion, determines that the warehouse portion of the Premises needs to be pressure washed, then Landlord will notify Tenant accordingly and then Tenant will, at Tenant's sole cost and expense, pressure wash the warehouse portion of the Premises prior to delivering the Premises to Landlord, but in no event later than the expiration or termination of this Lease. Prior to the expiration or termination of this Lease, and subject to Section 12 above, Tenant shall remove all of Tenant's Property from the Property (whether installed in the Premises by Tenant or its assignees or subtenants prior to, during or after the Term of this Lease). Tenant, at Tenant's sole cost and expense, shall promptly repair any damage resulting from such removal and shall restore the Property to good order and condition prior to the expiration or termination of this Lease. Any of Tenant's Property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. Prior to surrendering possession of the Premises to Landlord, Tenant, at Tenant's sole cost and expense, must leave the Premises in a condition that complies with all Laws, including, but not limited to, all Environmental Laws. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of all or any part of the Premises after the expiration or earlier termination of this Lease, then Tenant's occupancy of the Premises shall be deemed a holdover and that of a tenancy at sufferance, for the entire Premises. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent (determined on a per month basis without reduction for partial months during the holdover) shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. This Section shall not be construed as Landlord's permission for Tenant to holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in an Event of Default by Tenant, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

22. Defaults - Remedies.

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 22(c) below, Tenant fails to cure such default on or before the date that is 5 days after the date due;

(ii) If any insurance required to be maintained by Tenant pursuant to this Lease is cancelled or terminated, expires, or is reduced or materially changed (except, in each case, as permitted in this Lease) or Tenant fails to timely deliver to Landlord any certificate of insurance as required under Section 8 and, in each case, such default shall continue for more than 5 business days after Landlord has given Tenant written notice of such default;

(iii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iv) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 22(c) below, Tenant fails to cure the default on or before the date that is 20 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 20 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following Landlord's notice) to cure the default if Tenant begins to cure the default within 20 days following Landlord's notice and continues diligently in good faith to completely cure the default;

(v) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that

any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days; or

- (vi) If Tenant vacates or abandons the Premises or permits the same to go dark.

Any notice periods provided for in this Lease shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

(b) If an Event of Default occurs, then Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (which shall be cumulative and nonexclusive), the option to pursue any one or more of the following remedies (which shall be cumulative and nonexclusive) without any notice or demand:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any reasonable sums actually paid or reasonable costs actually incurred by Landlord including, without limitation, reasonable attorneys' fees (together with a payment by Tenant to Landlord, as additional Rent, of an administrative fee of 10% thereof), in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent; and/or

(ii) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent, in compliance with Florida law, enter upon the Premises and seek removal of Tenant and any other person who may be occupying the Premises or any part thereof, and take possession, in all events, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant the following: (a) the unpaid Rent which had been earned at the time of such termination; (b) the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including brokerage commissions, advertising expenses, and expenses of remodeling any portion of the Premises for a new tenant (whether for the same or a different use) ("Costs of Reletting"). As used in subsection (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

- (iii) Intentionally omitted.

(c) Any provision to the contrary in this Section 22 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 22(a) above more than once in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20, 21, 25(g) or 27 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's right to recover damages hereunder. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery and other litigation costs, including costs of appeal. If the party which shall have commenced or

instituted the action shall dismiss or discontinue the action without the concurrence of the other party, such other party shall be deemed the prevailing party.

(f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease. Tenant expressly waives and relinquishes any right Tenant may have to receive a notice to quit, or any other prior notice to institute legal proceedings for possession, as may be required under applicable state law.

23. Tenant's Authority. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

24. Liability of Landlord. The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Lease unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within 30 days following Tenant's notice (unless such performance will, due to the nature of the obligation, require more than 30 days, then after such period of time as is reasonably necessary). All obligations of Landlord shall be construed as covenants, not conditions; and, except as may be otherwise provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

25. Miscellaneous.

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease. All exhibits referred to in this Lease are attached hereto and shall be deemed an integral part hereof.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. Landlord shall have exclusive control over the use of the Building name and the roof of the Building. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein. Any outstanding Landlord and Tenant obligations under this Lease shall survive the expiration or earlier termination of the Term, as extended, including without limitation, indemnity obligations, payment of Operating Expenses, and all obligations concerning the condition and repair of the Premises.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) This Lease may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement. Any counterpart of this Lease may be executed and delivered by electronic transmission (including, without limitation, e-mail) or by portable document format (pdf) and shall have the same force and effect as an original.

(g) Tenant shall not record this Lease or any memorandum thereof, or otherwise file this Lease with any governmental authority, without Landlord's prior consent.

(h) Tenant hereby waives, for Tenant and for all those claiming under Tenant, all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises or Property after any termination of this Lease.

(i) Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right to make changes to the Property, the Building, the Common Areas or the Development as Landlord deems appropriate, including without limitation, the right to provide security (including without limitation, security personnel, systems and/or equipment) to all or any portion of the Property, the right to grant easements, rights of way, utility raceways and make dedications; to grant lease, license or use rights to third parties, to utilize the foregoing easements or licenses on the Property and/or the Development, to dedicate for public use portions of the Property and/or the Development, to improve the energy efficiency or sustainability of the Building, the Property and/or the Development, to add or modify Landlord's identification signage and to change the name and/or address of the Building, the Property and/or the Development.

(j) If either party hereto is prevented from performing any obligation hereunder by any strike, act of God, war, terrorist act, shortage of labor or materials, governmental action or orders, civil commotion, epidemic, pandemic, public health emergency or other cause beyond such party's reasonable control, such obligation shall be excused during (and any time period for the performance of such obligation shall be extended by) the period of such prevention; provided, however, that this Section shall not (a) permit Tenant to hold over in the Premises after the expiration or earlier termination hereof, or (b) excuse (or extend any time period for the performance of) (i) any obligation to remit money or deliver credit enhancement, (ii) any obligation under Section 8, or (iii) any of Tenant's obligations whose breach would interfere with another occupant's use, occupancy or enjoyment of its premises or the Property.

(k) (i) Landlord and Tenant agree that all rental payable by Tenant to Landlord, which includes all sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, shall qualify as "rents from real property" within the meaning of both Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations promulgated thereunder (the "Regulations"). In the event that Landlord, in its sole discretion, determines that there is any risk that all or part of any rental shall not qualify as "rents from real property" for the purposes of Sections 512(b)(3) or 856(d) of the Code and the Regulations promulgated thereunder, Tenant agrees (i) to cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all payments as "rents from real property," (ii) to permit an assignment of this Lease, and (iii) to allow Landlord to assign any and all obligations that Landlord has under this Lease to a third party; provided, however, that any adjustments required pursuant to this paragraph shall be made so as to produce the equivalent rental payments (in economic terms) payable prior to such adjustment.

(ii) Landlord shall have the right at any time and from time to time to unilaterally amend the provisions of this Lease, if Landlord is advised by its counsel that all or any portion of the monies paid by Tenant to Landlord hereunder are, or may be deemed to be, unrelated business income within the meaning of the Code or the Regulations, and Tenant agrees that it will execute all documents or instruments necessary to effect such amendment or amendments, provided that no such amendment shall result in Tenant having to pay in the aggregate more money on account of its occupancy of the Premises under the terms of this Lease, as so amended, and provided further that no such contract shall result in Tenant having materially greater obligations or receiving less services, or services of a lesser quality than it is presently entitled to receive under this Lease. Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time, in whole or in part, by employees of Landlord or Landlord's managing agent or its employees or by one or more third parties hired by Landlord or Landlord's managing agent. Tenant agrees that upon Landlord's written request it will enter into direct agreements with Landlord's managing agent or other parties designated by Landlord for the furnishing of any such services required to be furnished by Landlord hereunder, in the form

and content approved by Landlord, provided, however, that no such contract shall result in Tenant having to pay in the aggregate more money on account of its occupancy of the Premises under the terms of this Lease, and provided further that no such contract shall result in Tenant having materially greater obligations or receiving less services, or services of a lesser quality than it is presently entitled to receive under this Lease.

(l) Tenant acknowledges that the terms and conditions of this Lease and all related documents are to remain confidential and shall not be disclosed by Tenant or any of its Agents to any persons or entity, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosure shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure. Tenant will indemnify, defend, and hold harmless Landlord from and against any and all claims, actions, losses, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord and arising out of or in connection with Tenant's breach of this paragraph or any of Tenant's obligations hereunder. Tenant's obligations pursuant to this Section shall survive the expiration or termination of the Lease, as hereby amended.

(m) Time is of the essence with respect to both Landlord's and Tenant's obligations hereunder.

(n) Tenant hereby grants to Landlord a lien and security interest on all of Tenant's Property now or hereafter placed in or upon the Premises, and Tenant's Property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent herein. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code of the State in which the Property is located so that in the event Tenant is in a default hereunder Landlord shall have and may enforce a security interest on Tenant's Property, in addition to and cumulative of Landlord's liens and rights provided by Law or by the other terms of this Lease. Tenant hereby authorizes Landlord to file any such financing statements or statements necessary to perfect Landlord's interest in same and hereby agrees to execute as debtor such financing statement or statements and such other documents as Landlord may now or hereafter request in order to perfect or further protect Landlord's security interest. Notwithstanding this provision, the Landlord's lien and security interest is subordinate to any greater secured interest in any of Tenant's Property.

26. Notices. Any notice, consent or other communication under this Lease shall be in writing and addressed to Landlord or Tenant at their respective addresses specified in Section 1 above (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord. Notwithstanding the foregoing, billing, operating expense resets and reconciliations, and other communications under this Lease made in the normal course of business, may be communicated electronically; however, electronic communications shall not be sufficient for notices made under this Lease relating to Events of Default, termination, casualty damage, condemnation, Alterations, Transfers or exercise notices pertaining to options, if any. Notwithstanding the preceding, service of any notice from Landlord to Tenant shall be effective by delivery of a true copy thereof to Tenant, or, if Tenant is absent from the Premises, by leaving a copy thereof at such place.

27. Intentionally Omitted.

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

29. Jury Waiver. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS LEASE, THE PERFORMANCE OF THIS LEASE, OR THE RELATIONSHIP CREATED BY THIS LEASE, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

30. Brokers. Tenant agrees that it has dealt with no brokers in connection with this Lease, except for Jones Lang LaSalle (the "Broker"). Tenant agrees to indemnify and hold Landlord harmless from any and all claims for commissions or fees in connection with the Premises and this Lease from any other real estate brokers or agents with whom Tenant may have dealt.

31. OFAC. Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

32. Anti-Bribery & Corruption. Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this Lease, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the Term of this Lease. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity.

33. Mold and Moisture. Tenant acknowledges and agrees that: (a) mold spores are present essentially everywhere; (b) mold can grow in most moist locations; and (iii) good housekeeping, ventilation and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) are essential for mold prevention. Tenant has previously inspected the Premises and certifies that Tenant has not observed mold, mildew, or moisture within the Premises. Tenant agrees to immediately notify Landlord in writing if Tenant observes mold/mildew and/or moisture conditions (from any source, including leaks) in or about the Premises and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant releases Landlord (and Landlord's property manager) from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew in or about the Premises. In addition, Tenant acknowledges receipt of Landlord's Moisture and Mold Prevention Guidelines, which are attached hereto as **Exhibit "F"** and incorporated herein.

34. Consumption and Sustainability Data. Tenant shall submit to Landlord, after Landlord's request therefor from time to time during the Term, data reflecting Tenant's consumption of electricity, gas, water and other utilities in the Premises, Tenant's generation of waste at the Premises and diversion of waste from landfills. In furtherance of the foregoing, Tenant hereby assigns to Landlord the right to obtain any such utility information directly from any utility company or third-party bill pay vendor and shall cooperate with Landlord as reasonably necessary to assist Landlord in obtaining such information directly. In addition, Tenant shall, at no material cost to Tenant, cooperate with Landlord's efforts to comply with governmental regulation, applicable Laws or any other similar efforts related to compiling or improving the environmental sustainability measures for the Premises by providing Landlord with information reasonably requested about Tenant's occupancy, including, without limitation, staffing levels, commuting patterns, cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, purchasing information and other information.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

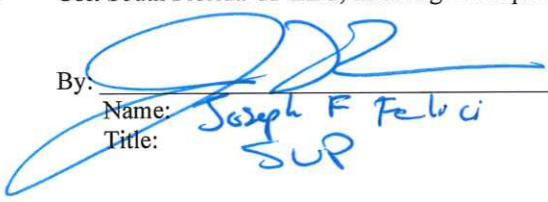
Date signed:

10/16/25

Landlord:

COLT SOUTH FLORIDA OWNER LP,
a Delaware limited partnership

By: Colt South Florida GP LLC, its sole general partner

By: 

Name:

Title:

Joseph F Felici
SUP

Date signed:

Tenant:

CITY OF POMPANO BEACH,
a municipal corporation organized under the laws of Florida

By: _____

REX HARDIN, MAYOR

By: _____

GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

Approved as to Form:

MARK E. BERMAN, CITY ATTORNEY

Rider 1 to Lease Agreement

(Multi-Tenant Industrial)

ADDITIONAL DEFINITIONS

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor, directly or indirectly, to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets, directly or indirectly, of Tenant as a going concern. Notwithstanding the foregoing, an Affiliate must be an entity formed in and governed by a state within the United States of America, with a principal place of business within the United States of America, and with a majority of its assets located in the United States of America.

“Agents” of a party means such party’s (i) affiliates, parents, subsidiaries, and their respective trustees, principals, beneficiaries, partners, members, managers, ventures, officers, directors, shareholders or assignees, (ii) employees, agents, representatives, contractors, invitees, and (iii) in the case of Tenant, subtenants, licensees and other occupants of the Premises.

“Alteration” means any addition, alteration or improvement to the Premises or Property, as the case may be.

“Building Rules” means the rules and regulations attached to this Lease as **Exhibit “D”** as they may be amended from time to time.

“Building Systems” means any electrical, mechanical, plumbing, heating, ventilating, air conditioning, sprinkler, life safety or security systems serving the Building.

“Common Areas” means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, driveways, sidewalks, parking, loading and landscaped areas.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Event of Default” means a default described in Section 22(a) of this Lease.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use, treatment, storage or disposal of which is regulated, restricted, or prohibited by any Environmental Law.

“Interest Rate” means interest at the lesser of (i) 18% per year, or (ii) the maximum rate permitted by Law.

“Land” means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

“Laws” means all laws, ordinances, rules, orders, regulations, codes, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (provided, however, that, if the Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall include the partial calendar month in which the Commencement Date occurs and the succeeding 12 full calendar months) and each successive 12-month period thereafter during the Term.

“Maintain” or “Maintenance” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair.

"Major Repair" means with respect to Maintenance to be performed by Tenant, any (i) structural Maintenance, (ii) non-routine Maintenance to any Building System, or (iii) Maintenance project reasonably expected to cost more than \$10,000.

"Monthly Rent" means the monthly installment of Minimum Annual Rent plus the monthly installment of estimated Annual Operating Expenses payable by Tenant under this Lease.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to: (i) the charges at standard retail rates for any utilities provided by Landlord pursuant to Section 7 of this Lease; (ii) the cost of insurance carried by Landlord pursuant to Section 8 of this Lease together with the cost of any deductible paid by Landlord in connection with an insured loss; (iii) Landlord's cost to Maintain the Property (other than as provided in subsection (a) of Rider 2 of this Lease); (iv) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, liens, license, association fees and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded declarations, covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Property; (v) the annual amortization (over their estimated economic useful life or ten years, whichever is shorter) of the costs (including reasonable financing charges) of improvements or replacements that would be classified as a capital expenditure under sound real estate accounting practices consistently applied; or (vi) a management fee equal to 4% of gross rents from the Property. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building; (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease; (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property; or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Tenant's Property" means all fixtures, furniture, equipment (including any racking and/or telecommunications, data and/or security equipment), merchandise, inventory, and all other personal property and other contents contained within the Premises whether installed in, or brought upon, the Premises by Tenant, any of its Agents or Tenant's assignees, subtenants or occupants.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer, directly or indirectly, of a controlling interest in Tenant, including, without limitation, by merger, consolidation or reorganization.

Rider 2 to Lease Agreement

MAINTENANCE AND REPAIR RESPONSIBILITIES

Maintenance obligations, and the responsibility for payment associated with the performance of such Maintenance, shall be allocated between Landlord and Tenant in accordance with this Rider 2, except as otherwise set forth in Section 9 of this Lease.

(a) **Landlord's Obligation to Maintain at Landlord's Expense.** Landlord shall Maintain the Building footings, foundations, structural portion of the Building roof (excluding, without limitation, the roof membrane and gutters, the costs of which will be included as Operating Expenses), structural portion of the Building exterior walls (excluding, without limitation, exterior façade painting and caulk repair, the costs of which will be included in Operating Expenses), structural steel columns and girders, at Landlord's sole expense, without reimbursement from Tenant.

(b) **Landlord's Obligation to Maintain at Tenant's Expense.** Landlord shall Maintain the following, the costs of which shall be included as Operating Expenses: (i) the non-structural portion of the Building roof (including, without limitation, the roof membrane and all gutters) and the non-structural portion of the Building exterior walls (including, without limitation, exterior façade painting and caulk repair); (ii) the base Building life safety systems (including, but not limited to, fire sprinkler systems, fire pumps and fire alarm panels and devices); (iii) the main utility lines to the point of connection into the Building (e.g., main electricity and water/sewer service to the Building); (iv) any Building Systems not exclusively serving the Premises or the premises of another tenant; (v) the irrigation systems, storm water facilities and detention ponds; and (vi) the Common Areas (including, without limitation, any fencing (other than fencing exclusively serving the Premises), exterior landscaping, asphalt/concrete, snow and ice removal from sidewalks, parking areas, loading areas and driveways). In addition to the foregoing, Landlord shall, as an Operating Expense, be responsible for the following: exterior pest control; exterior window cleaning; exterior stair systems; and sanitary lift stations. Landlord may change the shape and size of the Common Areas, including the addition of, elimination of or change to any improvements located in the Common Areas, so long as such change does not materially adversely affect Tenant's ability to use the Premises for the Use. Notwithstanding the foregoing, the cost of improvements and replacements, completed by Landlord in accordance with the foregoing, that would be classified as a capital expenditure under sound real estate accounting practices consistently applied shall be amortized in accordance with subsection (v) of the first sentence of the definition of Operating Expenses contained in Rider 1 to this Lease; it being agreed that the estimated useful life of a roof shall be 20 years.

(c) **Tenant's Obligation to Maintain at Tenant's Expense.** Except as otherwise expressly provided in subsections (a) and (b) above, Tenant, in accordance with standards befitting a class "A" industrial building, shall Maintain, at its sole expense, the following: (i) the Building Systems exclusively serving the Premises (including, without limitation, exterior lighting and supplemental life safety systems relating to Tenant's use of the Premises (including, but not limited to, specialty sprinkler systems and fire suppression systems)); (ii) the Premises and all fixtures and equipment in the Premises (including, without limitation, the floor/concrete slab (including, without limitation, periodically cleaning the slab to prevent efflorescence build up), all interior and exterior doors and windows, all dock equipment (including dock doors, levelers, bumpers, dock shelters, ramps and dock lights) and all telephone, telecommunications, data and other communication lines and equipment); (iii) any fencing exclusively serving the Premises; and (iv) the demarcation point or any other point of utility hook up or connection, in each case, relating to utilities used by Tenant. In addition to the foregoing, Tenant, at its sole cost, shall be responsible for the following: security; interior pest control; interior window cleaning; janitorial; trash and recyclables collection services (including dumpsters); elevators; office/warehouse lighting (including all bulbs and ballasts); and ceiling tiles. Major Repairs shall be subject to the provisions of Section 12 of this Lease. Tenant shall (i) perform each of its Maintenance obligations with a service provider and a service agreement reasonably acceptable to Landlord and, if applicable, within such scope and frequency and otherwise in accordance with any manufacturer's recommendations, warranty specifications, and Landlord reasonable requirements established from time to time, and (ii) provide Landlord with documentation evidencing the satisfactory payment and completion (or results) of any such Maintenance. In addition to the foregoing, unless otherwise directed by Landlord, Tenant, at Tenant's sole cost, shall enter into and maintain through the Term, a regularly scheduled preventive maintenance/service contract ("Service Contract") with a qualified maintenance contractor reasonably acceptable to Landlord for servicing (a) all hot water, heating, ventilation, and air conditioning systems and equipment inside or exclusively serving the Premises (collectively, the "HVAC System") in compliance with **Exhibit "E"** attached hereto, and (b) all dock equipment exclusively serving the Premises. In addition to the delivery requirements set forth in **Exhibit "E"** attached hereto, Tenant shall deliver full and complete copies of the Service Contract (and any other service contracts entered into by Tenant) to Landlord, which shall include, but not be limited to, renewals of same or new agreements, as applicable, and meet the requirements of this Lease (i) at the commencement of each Lease Year; (ii) upon demand from Landlord; and (iii) on or before the tenth (10th) day prior to the expiration of the then-existing service contract. All maintenance contractors engaged by Tenant must comply with Landlord's insurance requirements, and if a maintenance

contractor is terminated, then Tenant must provide Landlord with a replacement qualified maintenance contractor and service contract, both reasonably acceptable to Landlord, within 10 days after such termination or Tenant will be in default under the provisions of this Lease. All Maintenance by Tenant shall utilize materials and equipment which meet or exceed the quality of that originally used in constructing the Building and Premises. Tenant, upon receipt and on an annual basis, shall provide Landlord with copies of all written information (including, without limitation, agreements, contracts, records, reports, certificates, invoices and receipts) relating to any Tenant Maintenance hereunder documenting the satisfactory completion (or results) of such work (or testing) throughout the Term of the Lease. Should Tenant fail to provide such written information as required, then Landlord, at its election, may utilize a third-party vendor to perform inspections with regard to Tenant's Maintenance obligations and, in such case, Tenant shall pay to Landlord's property manager, within 10 days after being billed therefor, the out-of-pocket costs actually incurred by Landlord's property manager to verify that Tenant is performing its Maintenance obligations in accordance with this Lease. In the event Tenant fails, in the reasonable judgment of Landlord, to Maintain the Premises to Landlord's reasonable satisfaction, which failure continues at the end of 15 days following Tenant's receipt of written notice from Landlord stating the nature of the failure, or in the case of an emergency immediately without prior notice, Landlord shall have the right to enter the Premises and perform such Maintenance at Tenant's sole cost and expense (including a sum for overhead to Landlord's property manager equal to 10% of the costs of maintenance, repairs or refurbishing). Tenant, at its sole expense, when performing any Maintenance obligation required to be performed by Tenant under this subsection (c), will be solely responsible for ensuring that any such Maintenance that has an impact on the Building roof (e.g., Maintaining any HVAC located on the Building roof) is performed in a manner that does not violate the Building's roof warranty, and Tenant shall be solely responsible for any costs or expenses that are not covered by such warranty. Notwithstanding the foregoing, if maintenance or a repair or replacement of any Building System, equipment or fixture exclusively serving the Premises, is required during the Term of this Lease, then Landlord, at its sole option, may elect to maintain, repair and/or replace such system itself, at Tenant's sole expense, in which event Tenant agrees to pay to Landlord's property manager, within 10 days after being billed therefor, any and all costs incurred by Landlord's property manager in performing such maintenance, repair and/or replacement.

(d) **Tenant's Failure to Maintain.** If Tenant fails to Maintain the Premises or Property in accordance with this Lease, then Landlord, subject to Tenant's notice and cure rights expressly provided in this Lease, shall have the rights and remedies set forth in Section 22 of this Lease; provided, however, that in the case of a condition that Landlord reasonably believes poses an imminent threat to life, safety or damage to property, Landlord may take immediate action to correct such failure, and Tenant shall pay to Landlord's property manager, within 10 days after being billed therefor, any and all costs incurred by Landlord's property manager in connection with such correction, together with a payment by Tenant to Landlord's property manager of an administrative fee of 20% of such costs.

(e) **Tenant Notice Requirement.** If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord in writing of the condition. Moreover, regardless of which party bears responsibility for repair, Tenant shall immediately notify Landlord in writing if Tenant becomes aware of any areas of water intrusion or mold in or about the Premises.

EXHIBIT "A"

PLAN SHOWING PREMISES



EXHIBIT “B”

SIGN CRITERIA

TBD

EXHIBIT "C"

TENANT ESTOPPEL CERTIFICATE

Please refer to the documents described in Schedule 1 hereto, (the "Lease Documents") including the "Lease" therein described; all defined terms in this Certificate shall have the same meanings as set forth in the Lease unless otherwise expressly set forth herein. The undersigned Tenant hereby certifies that it is the tenant under the Lease. Tenant hereby further acknowledges that it has been advised that the Lease may be collaterally assigned in connection with a proposed financing secured by the Property and/or may be assigned in connection with a sale of the Property and certifies both to Landlord and to any and all prospective mortgagees and purchasers of the Property, including any trustee on behalf of any holders of notes or other similar instruments, any holders from time to time of such notes or other instruments, and their respective successors and assigns (the "Beneficiaries") that as of the date hereof:

1. The information set forth in attached Schedule 1 is true and correct.
2. Tenant is in occupancy of the Premises and the Lease is in full force and effect, and, except by such writings as are identified on Schedule 1, has not been modified, assigned, supplemented or amended since its original execution, nor are there any other agreements between Landlord and Tenant concerning the Premises, whether oral or written.
3. All conditions and agreements under the Lease to be satisfied or performed by Landlord have been satisfied and performed.
4. Tenant is not in default under the Lease Documents, Tenant has not received any notice of default under the Lease Documents, and, to Tenant's knowledge, there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Tenant under the Lease Documents.
5. Tenant has not paid any Rent due under the Lease more than 30 days in advance of the date due under the Lease and Tenant has no rights of setoff, counterclaim, concession or other rights of diminution of any Rent due and payable under the Lease except as set forth in Schedule 1.
6. To Tenant's knowledge, there are no uncured defaults on the part of Landlord under the Lease Documents, Tenant has not sent any notice of default under the Lease Documents to Landlord, and there are no events which have occurred that, with the giving of notice and/or the passage of time, would result in a default by Landlord thereunder, and that at the present time Tenant has no claim against Landlord under the Lease Documents.
7. Except as expressly set forth in Part G of Schedule 1, there are no provisions for any, and Tenant has no, options with respect to the Premises or all or any portion of the Property.
8. No action, voluntary or involuntary, is pending against Tenant under federal or state bankruptcy or insolvency law.
9. The undersigned has the authority to execute and deliver this Certificate on behalf of Tenant and acknowledges that all Beneficiaries will rely upon this Certificate in purchasing the Property or extending credit to Landlord or its successors in interest.
10. This Certificate shall be binding upon the successors, assigns and representatives of Tenant and any party claiming through or under Tenant and shall inure to the benefit of all Beneficiaries.

IN WITNESS WHEREOF, Tenant has executed this Certificate this ____ day of _____, 2____.

Name of Tenant

By: _____
Title: _____

SCHEDULE 1 TO TENANT ESTOPPEL CERTIFICATE

Lease Documents, Lease Terms and Current Status

- A. Date of Lease:
- B. Parties:
 - 1. Landlord:
 - 2. Tenant:
- C. Premises:
- D. Modifications, Assignments, Supplements or Amendments to Lease:

- E. Commencement Date:
- F. Expiration of Current Term:
- G. Option Rights:
- H. Security Deposit Paid to Landlord: \$
- I. Current Minimum Annual Rent: \$
- J. Current Annual Operating Expenses: \$
- K. Current Total Rent: \$
- L. Square Feet Demised:

EXHIBIT "D"

BUILDING RULES

1. Any driveway, sidewalk, passage, stairwell or parking area shall not be obstructed or used by Tenant for any purpose other than ingress and egress from and to the Premises or parking, as the case may be. In no event shall any tools, materials or other repair or construction supplies or equipment be kept in any Common Area, nor shall any Common Area be used as a staging area or work area. Landlord shall in all cases retain the right to control or prevent access by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, peace or character of the Property.

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

3. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord, any governmental agency or any insurance company insuring the Building, including without limitation the insurer's Red Tag Permit System, Hot Work Permit System and all other fire protection impairment procedures. No person shall go on the roof without Landlord's prior written permission.

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

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

6. Tenant shall not change any locks or place additional locks upon any doors.

7. Tenant shall not use or keep in the Building (i) any matter having an offensive odor or which may negatively affect the indoor air quality of the Building, (ii) any explosive or highly flammable material, or (iii) any form of hemp or marijuana or ingredient thereof (e.g., THC or CBD) or any product containing same; nor shall any animals other than handicap assistance dogs in the company of their handlers be brought into or kept in or about the Property. During the term of the Existing Lease, Tenant installed ten (10) 300 cu. ft. oxygen tanks and a MAKO Mobile Containment Fill Station, model MCFS2 (such tanks, fill station and all appurtenant wiring and equipment are collectively referred to herein as the "Oxygen Storage System") in the Premises, which Oxygen Storage System is depicted on "Exhibit D-1" attached hereto. Tenant shall have the right, at its sole risk, responsibility, cost and expense, to continue using the Oxygen Storage System under and subject to the following conditions: (a) Tenant shall comply with all Laws, Environmental Laws and the requirements of any insurance company insuring the Building and shall obtain, and deliver to Landlord written evidence of, any approval(s) required under any Laws, Environmental Laws or recorded covenants or restrictions applicable to the Property and copies of all permits and approvals therefor; (b) Tenant shall, at its sole risk, responsibility, cost and expense, use, maintain and repair the Oxygen Storage System; (c) Tenant shall comply with the provisions of Sections 12 and 13 of this Lease; (d) at least 3 business days prior to removal of the Oxygen Storage System, Tenant shall notify Landlord of the date and time of such removal; (e) Tenant, at its sole cost and expense, shall maintain the Oxygen Storage System in a safe, good and orderly condition. The use, maintenance, repair and removal of the Oxygen Storage System shall be performed at Tenant's sole cost and expense in a manner which will not impair the integrity of, damage or adversely affect the warranty applicable to, any portion of the Property; (f) no later than the expiration or sooner termination of the Term, at Tenant's sole cost and expense, Tenant shall remove the Oxygen Storage System, repair any resulting damage, and restore all affected areas to the condition existing prior to the installation of the Oxygen Storage System. Tenant, at its sole cost and expense, shall comply with all Laws, Environmental Laws and the requirements of any insurance company insuring the Building in connection with the removal of the Oxygen Storage System and shall deliver to Landlord copies of all required permits and approvals in connection with such removal; (g) Tenant's indemnification of Landlord pursuant to Section 8(d) of this Lease also applies to the Oxygen Storage System and Tenant's use of any portion of the Property therefor. Without limiting the foregoing, Tenant solely shall be responsible for any damage or injury caused by or in any way relating to the Oxygen Storage System, including, but not limited to, damage or injury to persons or property, including the Property, caused by reason of any leaking of fuel therefrom; and (h) in the event the cost of Landlord's insurance on the Building is increased as a

result of the installation of the Oxygen Storage System, Tenant shall pay for the increase in such insurance as set forth in Section 10(c) of this Lease.

8. If Tenant desires to introduce electrical, signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices, Landlord shall direct where and how the same are to be placed, and except as so directed, no installation boring or cutting shall be permitted. Landlord shall have the right to prevent and to cut off the transmission of excessive or dangerous current of electricity or annoyances into or through the Building or the Premises and to require the changing of wiring connections or layout at Tenant's expense, to the extent that Landlord may deem necessary, and further to require compliance with such reasonable rules as Landlord may establish relating thereto, and in the event of non-compliance with the requirements or rules, Landlord shall have the right immediately to cut wiring or to do what it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building. All wires installed by Tenant must be clearly tagged at the distributing boards and junction boxes and elsewhere where required by Landlord, with the number of the office to which said wires lead, and the purpose for which the wires respectively are used, together with the name of the concern, if any, operating same. No machinery of any kind other than customary small business machines shall be allowed in the Premises. Tenant shall not use any method of heating, air conditioning or air cooling other than that provided by Landlord.

9. Tenant shall not place weights anywhere beyond the safe carrying capacity of the Building which is designed to normal office building standards for floor loading capacity. Landlord shall have the right to exclude from the Building heavy furniture, safes and other articles which may be hazardous or to require them to be located at designated places in the Premises.

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

11. Tenant shall have the unreserved, non-exclusive right, at Tenant's sole risk and responsibility, in common with other occupants of the Building, to use only Tenant's Share of the parking spaces at the Property as reasonably determined by Landlord. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following: Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval, except that Tenant shall be allowed to park, at Tenant's sole risk and responsibility, no more than 5 operable fire logistics vehicles (two trucks, two vans and an SUV) overnight, in the ordinary course of Tenant's business, in the existing designated spaces, provided that (i) in no event shall Tenant exceed the number of parking spaces allocated to Tenant pursuant to this Lease, (ii) in Landlord's sole discretion, such overnight parking does not interfere with any other Building occupant's normal operations or with the management of the Building, and (iii) Landlord reserves the right to relocate the designated spaces for such overnight parking. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence. Bicycles are not permitted in the Building.

12. Tenant and/or any of its Agents shall not smoke in the Building or at or near the Building entrances and exits.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: security guards/monitors, telecommunications installers/maintenance), and all vendors shall be subject to Landlord's reasonable approval. No mechanics shall be allowed to work on the Building or Building Systems other than those engaged by Landlord. Tenant assumes all responsibility for protecting its Premises from theft and vandalism and Tenant shall see each day before leaving the Premises that all lights are turned out and that the windows and the doors are closed and securely locked.

14. If, after Tenant's prior written request, Landlord consents in writing to Tenant having a dumpster at the Property to serve only Tenant in connection with Tenant's business operations at the Premises, then Tenant, at Tenant's sole cost and expense, shall (i) purchase, install and keep the dumpster at a location on the Property designated by Landlord in Landlord's sole discretion, (ii) obtain Landlord's prior written approval of the specifications for the dumpster, (iii) Maintain the dumpster (including lids and doors), and, at Landlord's request, keep the dumpster locked, and (iv) prior to the expiration or earlier termination of the Lease, remove the dumpster, repair any resulting damage (including, without limitation, damage to landscaping or paving) and restore all affected areas to the condition existing prior to the installation of the dumpster.

15. Tenant shall comply with any move-in/move-out rules provided by Landlord.

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

17. Landlord reserves the right to rescind, suspend or modify any rules or regulations, either on a temporary or permanent basis, and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

18. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such nonenforcement will not constitute a waiver as to Tenant.

EXHIBIT "D-1"

DEPICTION OF OXYGEN STORAGE SYSTEM



EXHIBIT "E"

MINIMUM SERVICE CONTRACT REQUIREMENTS

The Service Contract for the HVAC System required under the Lease must become effective within 30 days of Tenant's occupancy of the Premises, and Tenant shall provide Landlord with a copy of such Service Contract within such 30-day period. Service visits must be performed on at least a quarterly basis, and Tenant shall provide Landlord with a copy of the reports from such quarterly service visits within 10 days after each such service visit. The Service Contract for the HVAC System must include the following services:

1. Adjust belt tension;
2. Lubricate all moving parts, as necessary;
3. Inspect and adjust all temperature and safety controls;
4. Check refrigeration system for leaks and operation;
5. Check refrigeration system for moisture;
6. Inspect compressor oil level and crank case heaters;
7. Check head pressure, suction pressure and oil pressure;
8. Inspect air filters and replace when necessary;
9. Check space conditions;
10. Check condensate drains and drain pans and clean, if necessary;
11. Inspect and adjust all valves;
12. Check and adjust dampers; and
13. Run machine through complete cycle.

EXHIBIT "F"

MOISTURE AND MOLD PREVENTION GUIDELINES

Exercising proper ventilation and moisture control precautions will help maintain Tenant's comfort and prevent mold growth in the Premises. Tenant should adopt and implement the following guidelines to avoid the development of excessive moisture or mold growth:

1. Report any maintenance problems involving water, moist conditions, or mold to the property manager immediately and conduct its required activities in a manner which prevents unusual moist conditions or mold growth.
2. Do not block or inhibit the flow of return or make-up air into the HVAC System. Maintain the Premises 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.

W-9 FORM

W-9 Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (See list of accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions.		Requestor's name and address (optional)
6 City, state, and ZIP code		
7 Last account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Social security number									
						-			
or									
Employer identification number									

Sign Here	Signature of U.S. person ►	Data ►
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

EXHIBIT "H"

OPTION TO RENEW

(a) Provided that Landlord has not given Tenant notice of default more than two times, that Tenant has never been in an Event of Default under the Lease, that there then exists no Event of Default by Tenant under the Lease, nor any event that with the giving of notice and/or the passage of time would constitute an Event of Default, and that Tenant is the sole occupant of the Premises, Tenant shall have the right and option to extend the Term of this Lease for one additional period of 6 months, exercisable by giving Landlord prior written notice, on or before May 1, 2027, of Tenant's election to extend the Term; it being agreed that time is of the essence and that this option is personal to Tenant and is non-transferable to any assignee or sublessee (regardless of whether any such assignment or sublease was made with or without Landlord's consent) or other party.

(b) Such extension shall be under the same terms and conditions as provided in the Lease except as follows:

(i) the additional period shall begin on September 1, 2027 and thereafter the Expiration Date shall be deemed to be February 29, 2028;

(ii) there shall be no further options to extend; and

(iii) the Minimum Annual Rent for the additional period shall be equal to \$12,737.50 per month.