

1. Universal Lease Addendum

1.1 EXHIBIT G TO ONBOARDING SHEET: ABSOLUTE AND UNCONDITIONAL GUARANTY

*Capitalized terms utilized but not defined in this Absolute and Unconditional Guaranty (this “Guaranty”) shall have the meaning set forth in the NNN Commercial Lease Onboarding Sheet to which it is attached, or the NNN Commercial Lease Agreement General Terms associated therewith, as applicable.

For Value Received, and in consideration for, and as an inducement to Landlord to enter into the Lease with Tenant, the “Guarantor(s)” indicated in the Onboarding Sheet hereby agree:

1. Unconditional Guaranty. Pursuant to this Guaranty, Guarantor(s) hereby absolutely and unconditionally guarantees to Landlord, its successors and assigns, the prompt and full payment of all Rent and all other payments to be made by Tenant under the Lease, and the full performance and observance by Tenant of all the other terms, covenants, conditions and agreements therein provided to be performed and observed by Tenant, for which Guarantor(s) shall be jointly and severally liable with Tenant.
2. Waiver of Notice. Guarantor(s) hereby waives any notice of nonpayment, nonperformance or nonobservance, or proof of notice or demand.
3. Events of Default. Guarantor(s) agrees that in the event of a default by Tenant under the Lease, Landlord may proceed against Guarantor(s) before, after or simultaneously with proceeding against Tenant. This Guaranty shall not be terminated, affected, or impaired in any manner by reason of: (a) the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease; (b) the commencement of summary or other proceedings against Tenant; (c) the failure of Landlord to enforce any of its rights against Tenant; or (d) the granting by Landlord of any extensions of time to Tenant. Guarantor(s) further covenants and agrees that: (i) Guarantor(s) shall be bound by all the provisions, terms, conditions, restrictions and limitations contained in the Lease which are to be observed or performed by Tenant thereunder, the same as if Guarantor(s) was named therein as Tenant; and (ii) this Guaranty shall be absolute and unconditional and shall be in full force and effect with respect to any amendment, addition, assignment, sublease, transfer or other modification of the Lease, whether or not Guarantor(s) shall have knowledge or have been notified of or agreed or consented thereto. If Landlord at any time is compelled to take action, by legal proceedings or otherwise, to enforce or compel compliance with the terms of this Guaranty, Guarantor(s) shall, in addition to any other rights or remedies to which Landlord may be entitled hereunder or as a matter of law or in equity, pay to Landlord all costs, including reasonable attorney fees, incurred or expended by Landlord in connection therewith.
4. No Right of Subrogation, Indemnification, Reimbursement or Exoneration. Guarantor(s) further agrees that, to the extent that Tenant makes a payment or payments to Landlord or Landlord receives any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise is required to be repaid to Tenant, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligations of Tenant or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor(s) shall defend and indemnify Landlord of and from any claim or loss under this paragraph including Landlord's reasonable attorneys and paralegal fees and expenses and other expenses in the defense of any such action or suit. Guarantor(s) waives and shall have no right of subrogation, indemnification, reimbursement or exoneration with respect to the liabilities of Tenant under the Lease or

any rights of contribution from any other Guarantor(s) of such liabilities.

5. Assumption of Lease. In the event the Lease is disaffirmed by a trustee in bankruptcy for Tenant, Guarantor(s) agrees that it shall, at the election of Landlord, either assume the Lease and perform all of the covenants, terms and conditions of Tenant thereunder or enter into a new lease, which said new lease shall be in form and substance identical to the Lease.

6. Notice. All notices, consents and other communications under this Guaranty shall be in writing and shall be deemed given hereunder when sent by electronic mail or U.S. Registered or Certified Mail, Return Receipt Requested or by Federal Express or other reputable overnight carrier, for next business day delivery, to the parties at the addresses indicated in the Onboarding Sheet, or at any other address as any party may from time to time specify by notice to the other.

7. Successors. All duties and obligations of Guarantor(s) pursuant to this Guaranty shall be binding upon the respective heirs, administrators, personal representatives, successors and assigns of Guarantor(s). This Guaranty shall be governed by and construed in accordance with the laws of the State in which the Premises are located, without regard to conflict of law principles. This Guaranty cannot be changed or terminated orally. It is expressly agreed that this Guaranty contains all terms, covenants, conditions, warranties and agreements of the parties, and that no prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of the Lease cannot be altered, changed, modified or added to except in writing signed by the parties hereto.

[End of Guaranty]

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1.2 NNN COMMERCIAL LEASE AGREEMENT GENERAL TERMS & CONDITIONS

Also posted at www.workbay.com

These NNN Commercial Lease Agreement General Terms and Conditions (these "General Terms"), which are effective as of the "Effective Date" indicated in the NNN Commercial Lease Onboarding Sheet (the "Onboarding Sheet") by and between "Landlord" and "Tenant" (as such parties are indicated in the Onboarding Sheet). Landlord and Tenant are also sometimes referred to herein collectively as the "Parties" or individually as a "Party." In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Definitions

1.1 Defined Terms. For purposes of the Lease, the following terms shall have the following meanings:

(a) "Additional Rent" means all sums other than Base Rent payable by Tenant to Landlord under this Triple Net (NNN) Lease, including Operating Expenses and Taxes, Tenant's payments for services, Late Fees, Administrative Charges, overtime service charges, interest, and any and all other amounts due under the Lease, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants, and conditions of the Lease to be performed by Tenant.

(b) "Administrative Charge" means the amount added to the cost of any Landlord service charges or charges incurred by Landlord from third-party service providers to cover Landlord's administrative costs, which amount shall equal 12% of such charge.

(c) "Affiliate" means for any entity, any parent, subsidiary or affiliate corporation which Controls, is Controlled by or is under common Control with such entity. For purposes of this definition, "Control"

means the possession of the power to direct or cause the direction of the management and policy of an entity, whether through the ownership of voting securities, by statute, or by contract.

(d) "Annual Escalations" shall mean an increase of Base Rent by the Annual Escalation Rate indicated in the Onboarding Sheet for each twelve (12) month period during the Term.

(e) "Building" means the "Building" described in the Onboarding Sheet.

(f) "Building Systems" means the structural portions of the Building, the roof, the foundation, elevators (if any), the HVAC Systems (as hereafter defined), mechanical, electrical, plumbing, security, and fire and life safety systems and equipment, including the fire alarm and fire sprinklers.

(g) "Business Days" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State, and the Federal Government.

(h) "Common Areas" means the entrances, lobby, accessways, hallways, lavatories, stairways, elevator banks, and other Building areas and the driveways, parking areas, and landscaped areas on the Property that are designated for the nonexclusive common use of all tenants of the Building and their invitees.

(i) "Environmental Cleanup Work" shall mean an obligation to perform work, cleanup, removal, repair, remediation, construction, alteration, demolition, renovation or installation in or in connection with the Premises in order to comply with any Environmental Law.

(j) "Environmental Law" means any federal, state or local law, regulation, ordinance or order, whether currently existing or hereafter enacted, concerning the environmental state, condition or quality of the Premises or use, generation, transport, treatment, removal, or recovery of Hazardous Materials, including building materials, and including, but not limited to, the following: (1) the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 601, et seq), as amended, and all regulations promulgated thereunder, (2) the Comprehensive Environmental Response, Compensation and liability Act of 1980 (42 U.S.C. Section 9601, et seq), as amended, and all regulations promulgated thereunder, (3) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq), as amended, and all regulations promulgated thereunder; (4) the Toxic Substances Control Act (49 U.S.C. Section 1801, et seq), as amended, and all regulations promulgated thereunder; (5) The Clean Air Act (15 U.S.C. Section 2601, et seq), as amended, and all regulations promulgated thereunder; (6) the Federal Water Pollution Control Act (33 U.S.C. Section 7401, et seq), as amended, and all regulations promulgated thereunder; and (7) the Occupational Safety and health Act (29 U.S.C. Section 651, et seq), as amended, and all regulations promulgated thereunder.

(k) "Force Majeure Event" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades in effect on or after the date of the Lease; (vi) epidemics, pandemics, or other national or regional public health emergencies; and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances.

(l) "Hazardous Materials" "Hazardous Substance" shall mean (1) any "hazardous waste", hazardous substance", and any other hazardous, radioactive, reactive, flammable, infectious, solid wastes, toxic or dangerous substances or materials, or related materials, as defined in, regulated by, or which form the bases of liability now or hereafter under any Environmental Law; (2) asbestos; (3) polychlorinated biphenyls (PCB's); (4) petroleum products or materials; (5) underground storage tanks, whether empty or filled or partially filled with any substance; (6) flammable explosives; (7) any substance the presence of which on the Premises is or becomes prohibited by Environmental Law; (8) urea formaldehyde foam insulation, and (9) any substance which under Environmental Law requires special handling or notification in its use, collection, storage, treatment or disposal,

(m) "Hazardous Materials Law" means any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials or other environmental conditions on, under,

or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

(n) "HVAC" means heating, ventilation, and/or air-conditioning.

(o) "HVAC Systems" means the HVAC systems of the Building.

(p) "Landlord Party" means Landlord's direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, or representatives.

(q) "Landlord's Address for Notices" means the address provided in the Onboarding Sheet, or such other address as Landlord or its counsel shall designate by written notice to Tenant sent pursuant to Section 24 hereof.

(r) "Market Service Rate" means, for each service provided by Landlord to Tenant, the full market rate then charged by Landlord, or any party providing the service on behalf of Landlord, to tenants of the Building, in each case together with an Administrative Charge.

(s) "Mortgage" means any current or future mortgage, deed of trust, or other security instrument in any amount for which all or any portion of the Property or Landlord's interest or estate in the Property is specified as security, including all modifications, renewals, supplements, consolidations, and replacements thereof.

(t) "Mortgagee" means any mortgagee or beneficiary under any current or future Mortgage affecting the Property.

(u) "Premises" means the "Premises" described in the Onboarding Sheet.

(v) "Prime Rate" means the prime or base rate announced as such from time to time by JP Morgan Chase or, if not available, a comparable rate selected by Landlord. Any interest payable under the Lease with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a 360-day year with twelve (12) months of 30 days each.

(w) "Property" means the "Property" indicated in the Onboarding Sheet.

(x) "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, presence, dumping, migration on or from the Premises or adjacent property, or disposing of Hazardous Materials into the environment.

(y) "Rent" means, collectively, Base Rent and Additional Rent.

(z) "State" means the state in which the Building is located.

(aa) "Tenant Parties" means Tenant, any Affiliate of Tenant, any permitted assignee subtenant, or occupant of the Premises, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, principals, contractors, licensees, agents, invitees, or representatives.

(bb) "Tenant's Address for Notices" means Tenant's address indicated in the Onboarding Sheet, or such other address as Tenant or its counsel shall designate by written notice to Landlord sent pursuant to Section 24 hereof.

1.2 Interpretation.

(a) The Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

(b) The captions, headings, and titles in the Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.

(c) Words of any gender used in the Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) As used in the Lease: (i) “and/or” when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) “including” means “including, without limitation”; (iii) “person” means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) “the Lease,” “herein,” “hereof,” and “hereunder,” and words of similar import, refer to the Lease as a whole, and not to any particular section, unless expressly so stated.

(e) All of the terms and provisions of each exhibit or schedule to the Lease are incorporated into and made a part of the Lease to the same extent as if they were included in the body of the Lease.

2. Lease of Premises

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord the Premises for the Term, upon and subject to the terms, covenants, representations, warranties, provisions, and conditions of the Lease.

2.2 Conditions Precedent of Lease. Tenant shall have no legal right to use or occupy the Premises until all four (4) of the following conditions have been satisfied (the “Conditions Precedent”): (a) Landlord and Tenant have signed the Lease; (b) Tenant has paid the required security deposit and first installment of Base Rent; (c) Tenant has provided proof of all insurance coverages required to be obtained by Tenant under the Lease; and (d) the Premises have been constructed and are ready for occupancy and use. Tenant acknowledges and agrees that completion of construction of the Premises may be delayed, and Landlord shall have no liability of any kind to Tenant as a result of any delays in completion of construction. Tenant will not receive access to the Premises or have the right to occupy or use the Premises unless and until all Conditioned Precedent have been satisfied. Additionally, Tenant shall comply with the onboarding process of Landlord and/or Landlord’s property manager, including, without limitation, review and approval of the condition of the Premises (with photos, if applicable), verify working order of doors, locks, plumbing, electrical service, etc. Tenant agrees that by taking possession of the Premises, Tenant accepts the Premises and all fixtures, equipment, and improvements in their “as-is”, no warranties condition, and Tenant agrees that all items are in good working condition, except as expressly agreed in writing during the onboarding process.

2.3 Common Areas. Tenant shall have the nonexclusive right to use the Common Areas of the Building. Except as may be otherwise provided expressly in the Lease, Tenant shall not have the right to use the roof, electrical closets, janitorial closets, mechanical rooms, or any other non-common or nonpublic area of the Building and/or the Property.

3. Term

3.1 Term. The Lease shall be effective and binding on Landlord and Tenant on the Effective Date. The term of the Lease shall be the “Term” indicated in the Onboarding Sheet. Unless otherwise provided herein, the word “Term” shall include any Extension Term properly exercised by Tenant in accordance with Section 3.5.

3.2 Lease Commencement. The “Lease Commencement Date” shall be the earlier of: (a) the date Landlord delivers the Premises to Tenant in accordance with Section 8.1; or (b) the date Tenant conducts any business in the Premises or any part thereof (it being understood that the mere performance by Tenant of any work, moving into the Premises and the installation of furniture and equipment in the Premises shall not be deemed to be the conduct of business by Tenant).

3.3 Delivery of the Premises. Landlord shall use commercially reasonable efforts (subject to Force Majeure) to deliver the Premises to Tenant on or before the “Target Delivery Date” indicated in the Onboarding Sheet, provided that if Landlord does not deliver the Premises on or before such Target Delivery Date, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and the Lease shall not

be void or voidable. In the event of such a delay, the Lease Commencement Date will automatically be extended to the date Tenant is able to occupy the Premises and the Lease Expiration Date will also be extended by a like number of days, so that the length of the Lease remains unchanged.

3.4 Lease Expiration. Subject to Tenant's option to extend the Term as set forth in Section 3.5, the "Lease Expiration Date" means the date provided in the Onboarding Sheet, or such earlier date on which the Term shall sooner end pursuant to any of the terms, covenants, or conditions of the Lease or pursuant to law.

3.5 Option to Extend Lease Term.

(a) If one or more Extension Options are selected in the Onboarding Sheet, subject to satisfaction of all of the Extension Conditions, Tenant shall have the "Extension Option(s)" indicated in the Onboarding Sheet (such option(s) are collectively referred to as an "Extension Term"). In order for an Extension Term to be effective, the Extension Conditions must be fully satisfied in the Landlord's reasonable discretion. The term "Extension Conditions" means that, as a condition to Tenant exercising each Extension Option: (i) Tenant shall have timely given Landlord an Extension Notice in accordance with Section 3.5(b); (ii) on the date the applicable Extension Option is exercised, and at the commencement of the applicable First Extension Term or the Second Extension Term, as applicable, no Event of Default shall have occurred and be continuing; and (iii) Tenant shall not have been late in the payment of any or all Rent more than a total of two (2) times for all periods before the commencement of the applicable Extension Term.

(b) Each Extension Option shall be exercisable by written notice (the "Extension Notice") to Landlord given not later than ninety (90) days prior to the expiration of the then-current Term. Time is of the essence as to the giving of each Extension Notice. If Tenant does not timely exercise the First Extension Option in accordance with the terms hereof, all Extensions Options shall automatically terminate, and the Lease Term shall expire as of the expiration of the then-current Term.

(c) Each Extension Term shall constitute an extension of the Term and shall be upon all of the same terms and conditions as the existing Term, except that: (i) Landlord shall not be required to furnish any materials or perform any work to prepare the Premises for Tenant's continued occupancy during an Extension Term (nor shall Landlord be required to reimburse Tenant for any Alterations made or to be made by Tenant during or in preparation for an Extension Term); (ii) the Base Rent for each Extension Term shall be payable at the rate specified in Section 4; and (iii) there shall be no option to extend the Term of the Lease beyond the Second Extension Term (in the event a Second Extension Term is available, as indicated in the Onboarding Sheet).

4. Rent

4.1 Base Rent. Tenant shall pay to Landlord a base rent ("Base Rent") at the rate stated in the Onboarding Sheet. Notwithstanding Base Rent being indicated as a monthly rate in the Onboarding Sheet, the Lease shall not be construed as a month-to-month lease and the term "Base Rent" shall mean the aggregate value of monthly Base Rent during the entirety or the Term.

4.2 Additional Rent. In addition to Base Rent, Tenant shall pay to Landlord: (a) Operating Expenses in accordance with Section 5; (b) Taxes in accordance with Section 6; and (c) all other items of Additional Rent as they shall become due and payable under the Lease.

4.3 Rent Payments. Base Rent shall be payable commencing on the Lease Commencement Date and thereafter in equal monthly installments in advance on the first day of each and every calendar month during the term of the Lease. Operating Expenses shall be payable in accordance with Section 5. Taxes shall be payable in accordance with Section 6. Subject to the terms and conditions of the Lease, Tenant covenants and agrees to pay Base Rent, Tenant's Share of Operating Expenses, and Tenant's Share of Taxes promptly when due without notice or demand therefor (other than any notice required under Section 5 or Section 6 hereof) and, with respect to other Additional Rent items, following notice thereof pursuant to the terms of the Lease. All items of Rent shall be paid without any abatement, deduction, or setoff for any reason whatsoever. Tenant covenants and agrees to pay Rent in lawful money of the United States, to Landlord

utilizing the payment portal referenced in the Onboarding Sheet unless otherwise directed by Landlord. Tenant's covenant to pay Rent is independent of every other covenant in the Lease.

4.4 Prorated Rent. Concurrently with Tenant's execution of the Lease, Tenant shall pay to Landlord the "Security Deposit" indicated in the Onboarding Sheet and one (1) monthly installment of Base Rent payable under the Lease for the first full calendar month of the Term. For any partial month during the Term, the monthly installments payable for such month, including the payments of Base Rent, Operating Expenses, and Taxes, shall be prorated on a per diem basis from the Lease Commencement Date until the first day of the following month based on the actual numbers of days in such partial month.

4.5 Late Fee. Any Rent or any other amounts or charges of any character which are payable by Tenant to Landlord under the Lease that is not paid when due will be subject, without further notice, to a late payment charge equal to the greater of: (a) \$250.00; or (b) 10% of the delinquent amount (such greater amount, the "Late Fee"). In addition, a daily service charge of \$50.00 for bookkeeping and administrative expenses shall be charged to Tenant and owed to Landlord for each day thereafter (beginning on the 5th day of the month) until the full amount owed hereunder has been paid to Landlord. Tenant acknowledges that the Late Fees represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant. Neither assessment nor acceptance of a Late Fee by Landlord shall constitute consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord. If the Base Rent and all Late Fees have not been paid in full by 5:00 PM Mountain on the 10th day of the month then Landlord shall be authorized to commence eviction proceedings with Tenant to be responsible for Landlord's reasonable costs and attorney fees relating to such eviction proceedings. In addition a \$40.00 fee will be charged for any non-sufficient fund (NSF) returns.

4.6 Default Rate Interest on Late Payments. In addition to the Late Fees and service charges, Tenant shall also pay interest on all such unpaid sums, at the Default Rate without further notice or demand therefor by Landlord. The "Default Rate" means an annual rate equal to the lesser of: (a) 5% percentage points above the then-current Prime Rate; or (b) the maximum rate permitted by applicable law. Interest will accrue from the date that the unpaid Rent sums were payable under the Lease until actually paid by Tenant.

4.7 Reinstatement Fee. In addition to all other amounts required to be paid by Tenant under this Section 4 and elsewhere in the Lease, if Tenant defaults in paying Rent, and such default has not been cured by Tenant by 5:00 PM Mountain on the 10th day of the month in which it was due, but Tenant later pays all sums necessary to cure the payment default and reinstate the Lease, Tenant must pay to the Landlord an additional reinstatement fee of \$150.00.

5. Operating Expenses. Commencing on the Lease Commencement Date, for each Operating Year within the Term and during any holdover period after Lease has expired, Tenant shall pay to Landlord in accordance with this Section 5, as Additional Rent, an amount equal to Tenant's Share of all Operating Expenses for that Operating Year.

5.1 Operating Expense Definitions. As used in the Lease:

(a) "Operating Expense Estimate" means a written estimate of the amount of Tenant's Share of Operating Expenses for the applicable Operating Year. Such Operating Expense Estimate shall be in reasonable detail and be consistent with Landlord's current practices in the Building.

(b) "Operating Expenses" means all costs and expenses paid or incurred by or on behalf of Landlord in connection with the ownership, management, operation, maintenance, repair and/or replacement of the Building and the Property or providing services in accordance with the Lease.

(i) In particular, Operating Expenses shall include the cost of: (A) landscaping for the common areas; (B) utilities, water, and sewage services for the Property; (C) maintenance of signs (other than tenants' signs); (D) insurance premiums (including workers' compensation, terrorism, and flood insurance) and

deductibles, or reasonable premium equivalents or deductible equivalents should Landlord elect to self-insure any risk that Landlord is authorized to insure hereunder; (E) rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or maintenance of the common areas; (F) (if any) elevator and escalator maintenance, including the cost of elevator maintenance contracts; (G) fees for licenses and permits; (H) routine maintenance and repair of roof membrane, flashings, gutters, downspouts, and roof drains ; (I) maintenance of paved areas (including sweeping, striping, repairing, resurfacing, and repaving); (J) costs of services provided to tenants of the Building in accordance with Section 7 (but excluding any overtime services for which a tenant pays landlord directly); (K) general maintenance services to the Common Areas; (L) window washing; (M) exterior and interior painting of the Common Areas; (N) janitorial cleaning and refuse removal services; (O) security costs, including security access control systems and security personnel; (P) HVAC costs for interior Common Areas, including HVAC maintenance contracts; (Q) reserves for roof replacement, exterior painting, and other appropriate reserves; (R) capital expenditures for items that are primarily (in Landlord's good faith determination) for the purpose of: (1) reducing or avoiding increases in Operating Expenses, or (2) complying with Laws enacted, or which take effect, after the Effective Date and any repairs, disposals, or removals necessitated thereby (including, but not limited to, the cost of complying with Laws), provided, however, that the cost of any such permitted capital expenditure shall be amortized on a straight line basis over the useful life thereof (as determined in accordance with generally accepted accounting principles), and Landlord shall only include in Operating Expenses in each Operating Year an amount equal to the annual amortization of such cost, together with interest at an annual rate of 6.75% on the unamortized balance; (S) personnel costs applicable to the Building and the Property, including wages and salaries, fringe benefits, and payroll taxes; and (T) a market-rate management fee for the professional operation of the Property.

(ii) Operating Expenses shall not include: (A) costs associated with the operation of the business of the entity which constitutes "Landlord" (as distinguished from the costs of operating, maintaining, repairing, replacing, and managing the Building or the Property), including, but not limited to, general corporate overhead and general administrative expenses, or costs associated with the purchase, sale, or financing of the Building or the Property; (B) depreciation or amortization charges (except as otherwise provided in Section 5.1(b)(i)(R)), or interest and/or principal payments on any Mortgage; (C) costs relating to the leasing of the Building, including brokers' commissions, accounting, and legal fees (including attorneys' fees for disputes with tenants); (D) charitable or political contributions; (E) advertising, printing costs and brochures; (F) space planning, tenant allowances, leasehold improvements, and other tenant concessions; and (G) any

amounts paid to Landlord by another party, so that Landlord shall not recover any such item or cost more than once.

(iii) Landlord may contract with third parties or affiliates of Landlord for any or all of the services described in Section 5.1(b)(i) and the cost of such services shall be included in Operating Expenses.

(iv) Notwithstanding anything to the contrary in the Lease, in determining the amount of Operating Expenses for any Operating Year or portion thereof falling within the Term, if less than 65% of the Building shall have been occupied by tenants at any time during the period in question, then occupancy-related Operating Expenses shall be adjusted (using consistent and sound accounting and management principles) to equal the amount of Operating Expenses that would have been payable by Tenant for such period had occupancy by tenants been 90% throughout the Operating Year.

(c) The term "Operating Year" means a calendar year.

5.2 Monthly Installments. Before the Lease Commencement Date, and thereafter before the start of each full or partial Operating Year, Landlord shall give Tenant an Operating Expense Estimate. For each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of the Operating Expenses for the Operating Year, as shown on the Operating Expense Estimate.

5.3 Continuation of Payments. If Landlord has not furnished Tenant with an Operating Expense Estimate before the start of an Operating Year, Tenant shall continue to pay the monthly sum payable by Tenant for the last month of the preceding Operating Year until an Operating Expense Estimate applicable to such Operating Year is furnished to Tenant, at which time Tenant shall pay the monthly sum specified in the newly furnished Operating Expense Estimate in accordance with Section 5.2 hereof. When Landlord delivers the Operating Expense Estimate to Tenant, Landlord shall also notify Tenant of any deficiency or overpayment in the payments made to date for the Operating Year. If there is a deficiency, Tenant shall pay the amount of such deficiency together with the next monthly payment of Operating Expenses. If there has been an overpayment, Landlord shall credit the overpaid amount to the next monthly payment of Operating Expenses.

5.4 Revisions to Operating Expense Estimate. If, at any time during any Operating Year, any one or more of the Operating Expenses are increased (or are projected to increase) to rates or amounts in excess of the rates or amounts used in calculating the Operating Expense Estimate for that Operating Year, then Landlord may issue a revised Operating Expense Estimate. The revised Operating Expense Estimate shall advise Tenant of the amount of the increase in the Operating Expenses, the month in which the increase will become effective, Tenant's Share thereof, and the months for which the increased payments are due. Tenant shall pay the increase to Landlord as part of Tenant's monthly payments of estimated expenses as provided in Section 5.3, commencing with the month in which the increase becomes effective.

5.5 Reconciliation Statement. Annually, after the end of each Operating Year, Landlord shall furnish to Tenant a statement (a "Reconciliation Statement") showing in reasonable detail the actual or prorated Tenant's Share of Operating Expenses incurred by Landlord during such Operating Year. Any delay or failure by Landlord in delivering any Reconciliation Statement shall not constitute a waiver of Landlord's right to require Tenant to pay Tenant's Share of Operating Expenses pursuant hereto. Any amount due Tenant shall be credited against installments of Operating Expenses next coming due, and any deficiency shall be paid by Tenant together with the next installment of Operating Expenses. If Tenant shall fail within thirty (30) days following delivery of Landlord's Reconciliation Statement to object in writing to Landlord's determination of Tenant's Share of Operating Expenses for the applicable Operating Year as provided in this Section 5.5, the Reconciliation Statement shall be conclusive and binding on Tenant for all purposes and any future claims by Tenant to the contrary shall be barred.

6. Taxes. Commencing on the Lease Commencement Date, for each Tax Year within the Term, Tenant shall pay to Landlord in accordance with this Section 6, as Additional Rent, an amount equal to Tenant's Share of all Taxes for that Tax Year.

6.1 Tax Definitions. As used in the Lease:

(a) Tax" or "Taxes" means and includes any form of federal, state, county, or local government or municipal taxes, fees, charges, or other impositions of every kind (whether general, special, ordinary, or extraordinary) related to the ownership, leasing, or operation of the Premises, the Building, or the Property, including the following: (i) all real estate taxes levied, payable, or imposed against the Premises, the Building, or the Property, as such property taxes may be reassessed from time to time; (ii) other taxes, charges, and assessments which are levied with respect to the Lease or to the Building and/or the Property, and any improvements, fixtures, and equipment and other personal property of Landlord located in or used in the operation of the Building and/or the Property; (iii) all assessments and fees for public improvements, services, and facilities and impacts thereon, including arising out of any community facilities district, special improvement district, or similar assessment districts, and any traffic impact mitigation assessments or fees; (iv) any tax, surcharge, or assessment which shall be levied in addition to or in lieu of real estate or personal property taxes; (v) taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent); and (vi) all costs and expenses incurred by Landlord in appropriate proceedings to contest the amount or validity of any Tax or the assessed value of the Building. Notwithstanding the foregoing, Taxes shall not include personal or corporate income or franchise

taxes imposed against Landlord.

(b) "Tax Statement" means a written statement of the amount of Tenant's Share of taxes for the applicable Tax Year. A Tax Statement shall be in reasonable detail, consistent with Landlord's current practices in the Building, and shall include copies of the tax bills, if received.

(c) "Tax Year" means the 12-month period commencing on January 1 of each year, or such other 12-month period as may be duly adopted as the fiscal year for real estate tax purposes by relevant taxing jurisdictions.

6.2 Monthly Installments. Before the Lease Commencement Date, and thereafter before the start of each full or partial Tax Year, Landlord shall give Tenant a Tax Statement. For each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of the Tenant's Share of Taxes for the Tax Year, as shown on the Tax Statement.

6.3 Reconciliation. When the final tax bills for the Tax Year are available, Landlord shall give Tenant an amended Tax Statement that makes any necessary adjustment to Tenant's payment of Taxes. Any amount due Tenant shall be credited against future installments of Taxes coming due for the Tax Year, and any deficiency shall be paid by Tenant together with the next monthly installment of Taxes.

7. Utilities and Services. Landlord agrees to provide, as deemed necessary for the Premises by the Landlord, systems of delivery for electricity, gas, water and sewer to an outer wall of the Premises and install all necessary utility meters (wherever located) exclusively used for the Premises. For such utilities and services designated as Tenant's responsibility to install or initiate service in the Onboarding Sheet ("Tenant's Utilities and Services"), Tenant shall install, repair, maintain and replace all utility distribution systems within the Premises, and repair maintain and replace any outside of the Premises. To the maximum extent possible, Tenant shall arrange for utility/service providers to provide, at Tenant's expense, all of Tenant's Utilities and Services, and any related hook-up charges. Tenant shall have all of Tenant's Utilities and Services metered in its own name and shall pay all charges, deposits, and taxes for those utilities. As applicable, Tenant shall pay Landlord's actual cost of all utilities supplied to the Premises which are not Tenant's Utilities and Services and which are not directly metered to the Premises by the provider of such service and not directly paid by Tenant, plus an Administrative Charge. Such costs shall be considered Operating Expenses. Landlord shall have no liability for damages arising from, and Landlord does not make any promises or warranties as to the availability, suitability, or reliability of utilities (including those served by water, electrical, or communication lines located within the Building or the Premises).

If Landlord is to provide electricity service to the Premises as indicated in the Onboarding Sheet, Tenant shall be obligated to use, at all times, the electricity service as provided by Landlord. In such instance, Tenant shall not make any modification to electricity service providers nor modify any aspect of the Premises to allow other utility providers to provide service without prior written consent from Landlord. If Tenant breaches the foregoing obligations, Tenant shall be responsible for all costs associated with reconnecting the electrical service as originally established by Landlord, and may be required to pay an additional re-connection fee of \$500.00 to Landlord.

7.1 HVAC. If HVAC is not already installed in the Premises Landlord shall provide HVAC in accordance with the specifications set forth in the Landlord Work Letter. If no specifications are set forth, the Premises is accepted by the Tenant in its AS IS condition, and no further HVAC system shall be installed or provided by Landlord.

7.2 Janitorial. Tenant is obligated to clean the interior of the Premises as the same may or might be necessary in order to maintain the Premises in a clean, attractive and sanitary condition. However, if Tenant fails to do so (in Landlord's reasonable determination) then Landlord may elect to provide cleaning and janitorial services, including removal of rubbish and furnishing washroom supplies (which shall be considered an Operating Expense).

7.3 Bulbs and Ballasts. Tenant shall install, and replace all necessary ballasts, light bulbs, and tubes. In the event Tenant fails to perform its obligations hereunder then Landlord may elect to perform the same and Tenant shall pay for such service at Landlord's Market Service Rate within thirty (30) days after written demand.

7.4 Access and Security.

(a) Subject to Landlord's reasonable maintenance and security requirements, Force Majeure, and applicable Laws, Tenant shall have access to the Premises and the parking areas twenty-four (24) hours per day, seven (7) days per week.

(b) Landlord may elect to provide security (which shall be considered an Operating Expense) for the Building twenty-four (24) hours a day, seven (7) days a week utilizing personnel, equipment, systems, and procedures. In the event Landlord elects to do so, Landlord shall not be liable to Tenant for any failure of such security. At any time and from time to time during the term of the Lease, Landlord may modify its security procedures without notice to (or the consent of) Tenant, provided that its security procedures shall be consistent with the security procedures of other comparable real property within five (5) miles of the Building.

7.5 Telecommunications. With respect to Tenant's telecommunications facilities and services, Tenant shall select the providers and make arrangements directly with all providers of Tenant's telecommunications (telecom) facilities and services and pay for services provided by it to Tenant pursuant to a separate agreement between Tenant and the service provider. Subject to Landlord's prior approval in accordance with the Landlord Work Letter (or after the Lease Commencement Date in accordance with Section 11), Tenant and Tenant's telecom service provider shall have reasonable use of telephone or data closets, risers, shafts, conduits, or other facilities in and on the Building, to bring such telecom services to the desired portions of the Premises.

7.6 Service Interruptions. Landlord shall not be liable to Tenant in any respect for the inadequacy, stoppage, interruption, or discontinuance of any utility or service due to labor disputes, breakdown, accident, repair, or any other cause, including events of Force Majeure. Any interruption or discontinuance of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, nor shall it render Landlord liable to Tenant for any injury, loss, or damage, by abatement of rent or otherwise, nor shall it relieve Tenant from performance of Tenant's obligations under the Lease.

8. Preparation for Occupancy

8.1 Initial Build-Out. If Landlord is performing work to prepare the Premises for Tenant's occupancy, then Landlord shall prepare the Premises in accordance with the Work Letter attached to the Onboarding Sheet as Exhibit C (the "Landlord Work Letter"). In such event, Landlord shall deliver the Premises pursuant to Section 3 with all Work (as defined in the Landlord Work Letter) having been Substantially Completed (as those terms are defined in the Landlord Work Letter). Tenant agrees that Landlord shall have access to the Premises after delivery to complete any punch list items not completed by the Lease Commencement Date. Tenant shall prepare the Premises for Tenant's occupancy in accordance with the work letter attached to the Onboarding Sheet as Exhibit D (the "TI Work Letter")

8.2 As-Is. Tenant agrees that Tenant is familiar with the condition of both the Premises and the Building, and, except as otherwise expressly and specifically set forth in the Landlord Work Letter, Tenant hereby accepts the Premises in its "AS-IS, WHERE-IS" condition. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the Premises or its suitability for Tenant's intended use other than as expressly set forth herein. Tenant acknowledges and agrees that Tenant has made its own inspection of the Premises and except as otherwise expressly and specifically described in the Landlord Work Letter, Landlord has no obligation to make any repairs, replacements, or improvements (whether structural or otherwise) of any kind or nature in connection with preparing the Premises for Tenant's occupancy.

9. Use of Premises; Compliance with Laws; Hazardous Materials

9.1 Use. The Premises shall be used only for the "Permitted Use" (as described in the Onboarding Sheet) and for no other purpose. Tenant shall not use the Premises for any other purpose or in any other manner without Landlord's prior written consent, which consent may be withheld or denied in landlord's sole and absolute discretion. Furthermore, under no circumstances shall Tenant engage in or allow to be conducted at or within the Premises any activities that generate or create particles such as sawdust, f system/furnace of the Premises unless Tenant provides, at its own cost, its own system to contains such particles and prevent them from spreading into the HVAC system/furnace associated with the Premises. Tenant shall also not use or store any hazardous materials, dangerous chemicals, or other materials that involve elevated risks of personal injury, fires, or damage to property. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building.

9.2 Legal and Other Restrictions of Tenant's Use. Use of the Premises is subject to all covenants, conditions, and restrictions of record. Tenant shall not use or occupy the Premises: (a) for any unlawful purpose; (b) in any way that will violate the certificate of occupancy for the Premises or the Building; (c) in a way that will constitute waste, nuisance, or unreasonable annoyance to Landlord or any other tenant or user of the Building; or (d) in a way that may increase the cost of, or invalidate, any policy of insurance carried on the Building.

9.3 Compliance with Laws; State-Specific Provisions. Tenant, at Tenant's sole cost and expense, shall comply with (and shall cause all Tenant Parties to comply with) all Laws applicable to the Premises or the use or occupancy of the Premises, including any obligation to make Alterations in the Premises required as a condition of Tenant's occupancy. The term "Laws" means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant shall obtain and keep current such permit or license at Tenant's sole cost and expense and shall promptly deliver a copy thereof to Landlord. Nothing in this Section 9.3, however, shall permit Tenant to make, without Landlord's prior written approval, any Alterations to the Premises which otherwise would require Landlord's approval under the Lease, and Tenant shall comply with all of the requirements of the Lease in making any such Alterations. State-specific provisions associated with the Lease (if any) shall be attached hereto as Exhibit A.

9.4 Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration, or improvement to the Premises except as specifically provided in the Lease. Landlord shall not be responsible for any latent defects or deficiencies in the construction of the Premises or any improvements or fixtures therein.

9.5 Rules and Regulations. Tenant shall comply, and shall cause all Tenant Parties to comply, with the building rules and regulations promulgated by Landlord (the "Rules and Regulations"). Landlord may at any time adopt new Rules and Regulations or modify or eliminate existing Rules and Regulations as Landlord shall deem necessary or appropriate. In the event of any conflict or inconsistency between the provisions of the Lease and any of the Rules and Regulations, the Rules and Regulations shall control. Initially, the Rules and Regulations shall be as set forth in Exhibit R, attached hereto.

9.6 Prohibited Uses. Tenant may not use or permit any part of the Premises or the Property to be use for: (a) Any activity which will cause a cancellation of any insurance policy covering the Premises, nor shall Tenant sell or permit to be kept, used, or sold in or about the Premises any articles, materials, or substances

which may be prohibited by a standard form policy of fire insurance;

- (b) Any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or the Lease;
- (c) Any sexually oriented business activities, including, without limitation, as an adult store, strip club, or similar uses as determined by the Landlord;
- (d) Smoking on or within the Premises at any time;
- (e) Operation of any incinerator or allow any burning of trash or garbage; or
- (f) Any activity which is a nuisance or is offensive, noisy, or dangerous.

9.7 Hazardous Materials. Tenant acknowledges that it is aware of the Hazardous Materials that may impact the Property that have been disclosed in Exhibit D, attached to the Onboarding Sheet, and agrees to assume all risks associated with the same related to its occupancy and use of the Premises. Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Premises. From and after the Effective Date, Tenant shall indemnify and hold the Landlord Parties, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any Tenant Party in or about the Premises, the Building, or the Property. The terms of this Section 9.7 shall survive the expiration or earlier termination of the Lease.

9.8 Environmental Compliance. Tenant (a) shall at all times comply with, or cause to be complied with, any Environmental Law governing the Premises or the use thereof by Tenant or any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients, (b) shall not use, store, generate, treat, transport, or dispose of, or permit any of Tenant's employees, agents, contractors, invitees, licensees, customers, or clients to use, store, generate, treat, transport, or dispose of, any Hazardous Materials on the Premises without first obtaining Landlord's written approval, (c) shall promptly and completely respond to, and clean up, in accordance with applicable laws and regulations, any Release occurring on the Premises as a direct result of actions of Tenant or Tenant's employees or authorized agents; and (d) shall pay all costs incurred as a result of any failure by Tenant to comply with any Environmental Law, which failure results in a Release or other change in the environmental state, condition, and quality of the Premises necessitating action under applicable Environmental Laws, including with limitation the costs of any Environmental Cleanup Work and the preparation of any closure or other required plans. Landlord hereby releases and indemnifies Tenant from and against any and all claims, damages, or liabilities (including, without limitation, attorney fees and reasonable investigative and discovery costs) resulting from the environmental condition or quality of the Premises prior to the Commencement date or from actions of Landlord or its agents or employees. The provisions of the Section shall survive the expiration or other termination of the Lease.

10. Maintenance and Repairs

10.1 Landlord's Maintenance and Repair Obligations. Throughout the Term, Landlord shall keep the Building, the Common Areas, the Building Systems, the Property and any other items designated in the Onboarding Sheet as Landlord's obligations in good condition and repair. All costs incurred by Landlord for the maintenance and operation of the Building, the Common Areas, the Building Systems, and the Property shall be included in Operating Expenses, except to the extent any particular cost is related to a specific tenant of the Building in which event, such costs shall be charged directly to such tenant.

10.2 Tenant's Maintenance and Repair Obligations. Throughout the Term, Tenant, at Tenant's expense, shall repair, replace, and maintain in good condition all portions of the Premises indicated in the

Onboarding Sheet. Any repairs or maintenance shall be completed with materials of a similar quality and finish to the original materials. All such repairs or maintenance shall be performed by Landlord-approved contractors, or such other contractors approved in writing by Landlord. If Tenant fails to maintain the Premises in accordance with this Section 10.2, Landlord may, in its sole and absolute discretion either: (1) upon five (5) Business Days' prior notice to Tenant (except no advance notice shall be required in the case of emergencies), perform such maintenance. Tenant shall pay to Landlord all costs or expenses, including Administrative Charges, incurred by Landlord to perform such maintenance within thirty (30) days after written demand; or (2) exercise Landlord's remedies under the Lease.

11. Alterations

11.1 Tenant Alterations. Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole and absolute discretion. Tenant shall pay Landlord a fine of \$500.00 (included as additional Rent) for each violation of this provision, in addition to all other remedies available to Landlord under the Lease.

11.2 Performance by Tenant. Tenant agrees that all Alterations shall be performed and completed: (a) at Tenant's sole cost and expense; (b) in accordance with plans and specifications provided to Landlord at least thirty (30) days prior to the commencement of such work (and approved by Landlord if Landlord's approval is required); and (c) in a good and workmanlike manner by contractors approved in advance by Landlord. The performance and completion of any such

Alteration shall not impair the structural integrity of the Building or adversely affect the Building or any Building tenants. Tenant shall not permit any liens to attach to any part of the Premises, the Building, or the Property arising out of the Alteration. Tenant shall obtain, at its sole expense, all permits required for such Alterations. Throughout the performance of Alterations, Tenant, at its expense, shall carry insurance required by Section 12.1.

11.3 Ownership of Alterations. Unless Landlord elects otherwise, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on the Lease Expiration Date. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without harm to the Premises will remain Tenant's property (collectively, "Tenant-Owned Property") and shall not become the property of Landlord. Landlord may, by written notice given together with Landlord's written approval for proposed Alterations, identify Alterations that Tenant shall be required to remove upon the expiration or earlier termination of the Lease. On or before the Lease Expiration Date, Tenant shall remove all Tenant-Owned Property and any Alterations that Tenant is required to remove and Tenant shall repair at its sole cost and expense all damage caused to the Premises or the Building by such removal. Tenant's obligations under this Section 11.3 shall survive the expiration or earlier termination of the Lease.

12. Insurance

12.1 Tenant's Insurance Coverage. Tenant shall, at all times during the term of the Lease, and at Tenant's own cost and expense, procure and maintain in force the following insurance coverages:

(a) Comprehensive liability insurance with limits of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 per aggregate insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$2,000,000.00 per accident or occurrence. Coverage for damage to rented premises or fire legal liability shall be no less than \$100,000.00.

(b) Insurance covering any all improvements on the Premises, including Tenant's leasehold improvements and personal property (contents coverage) in or upon the Premises in an amount not less than one hundred percent (100%) of full replacement cost, providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage,

vandalism and malicious mischief and a standard inflation guard endorsement. Tenant shall also maintain business interruption insurance coverage in amounts sufficient to satisfy Tenant's rent and payment obligations under the Lease for a minimum of twelve (12) months. Tenant hereby assigns to Landlord any and all insurance proceeds payable with respect to such policies except to the extent such proceeds are payable with respect to any property that would remain the property of Tenant upon the termination of the Lease; provided, however, that to the extent required pursuant to the provisions of Section 14 below, such insurance proceeds shall be applied to repair and restore the Premises.

(c) Workers' compensation insurance coverage for any and all employees of Tenant who use, occupy, or perform work or services at the Premises.

Tenant shall provide Landlord with certificates evidencing such coverage prior to the Lease Commencement Date, which shall state that such insurance coverage may not be changed or cancelled without a minimum twenty (20) day prior written notice to Landlord and shall provide renewal certificates to Landlord at least twenty (20) days prior to expiration of such policies. Except as provided to the contrary herein, any insurance carrier by Landlord or Tenant shall be for the sole benefit of the party carrying such insurance. Any insurance policies here under may be "blanket policies". Additionally, Tenant's insurance shall be issued by companies approved by Landlord in its reasonable discretion and authorized to do business in the State.

At all times when Alterations are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or builders risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Building. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

12.2 Policy Requirements. All insurance policies required to be carried by Tenant under the Lease (except for workers' compensation insurance) shall: (a) name Landlord, and any parties designated by Landlord, as additional insureds; (b) as to liability coverages, be written on an "occurrence" basis; and (c) provide that Landlord shall receive sixty (60) days' notice from the insurer before any cancellation or change in coverage. Additionally, each such policy shall contain a provision that

such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. If Tenant fails to maintain such insurance in accordance with the terms hereof, Landlord shall have the right, but not the obligation, to procure any such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord, OR may notify the Tenant of an Event of Default and exercise Landlord's remedies under the Lease. The limits of the insurance required under the Lease shall not limit Tenant's liability. During the Term, at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

12.3 Non-Compliance. Non-compliance with the insurance requirements of this Lease will incur a monthly charge equal to the greater of 10% of the Base Rent or \$300.00 ("Non-Compliance Charge") until proof of adequate insurance is provided to Landlord. Collection of the Non-Compliance Charge shall not preclude the Landlord from collection of any other fee or charge allowed under this Lease including but not limited to the collection of insurance premiums as Operating Expenses.

12.4 Non-Liability. Unless caused by Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for damage of any nature to any person, to the Premises, or to Tenant's personal property or equipment, including the Tenant-Owned Property, caused by explosion, fire, theft, breakage, vandalism, falling plaster, Building System failure, steam, gas, electricity, water, rain, or other substances leaking, emanating from, or flowing into any part of the Premises, or from damage caused by any other tenant of the Building, it being agreed that Tenant is responsible for obtaining appropriate insurance to protect its interests.

12.5 Landlord Insurance. At all times during the term of the Lease, Landlord agrees to maintain: (a) a standard policy of "all risk" insurance with customary exclusions covering the Building and Landlord's property; and (b) commercial general liability insurance, in both cases in amounts of coverage required by any institutional Mortgagee of the Building, or, if there is no institutional Mortgagee of the Building, then in amounts comparable to the amounts carried by owners of comparable real property in the State.

12.6 Waiver of Subrogation. To the extent such waivers are obtainable from insurance carriers, Landlord and Tenant waive their respective right of recovery against the other for any direct or consequential damage to the property of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

13. Indemnification. Except to the extent resulting from the gross negligence or willful misconduct of Landlord or any Landlord Party, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees, incurred in connection with or arising directly or indirectly from: (a) any breach or default by Tenant in the performance of any of its obligations under the Lease; (b) any injury or death to persons or damage to property or business occurring within or about the Premises; or (c) the use or occupancy of the Premises by Tenant, any Tenant Parties, or any person occupying the Premises through Tenant. The terms of this Section 13 and Tenant's indemnification and defense obligations elsewhere in the Lease shall survive the expiration or earlier termination of the Lease.

14. Damage & Destruction

14.1 Restoration. Tenant shall promptly notify Landlord of any damage to the Premises resulting from fire or any other casualty. If the Premises or the Common Areas are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Premises for its Permitted Use, then sixty (60) days after that event, Landlord shall give Tenant a notice specifying the estimated time, in Landlord's reasonable judgment, required for repair or restoration (the "Restoration Estimate"). If either (i) the Restoration Estimate is less than three (3) months, or (ii) the Restoration Estimate exceeds three

(3) months and Landlord does not elect to terminate the Lease in accordance with Section 14.2 hereof, then Landlord shall proceed promptly to the extent of the available insurance proceeds, to repair or restore the Premises provided, however, Landlord shall not be obligated repair or restore any Tenant Alterations and/or Tenant-Owned Property. Provided the Lease is not terminated pursuant to Section 14.2, the Lease shall remain in full force, except that Rent shall abate in accordance with Section 14.3.

14.2 Termination Rights. If the Restoration Estimate exceeds three (3) months, then Landlord may elect to terminate the Lease by giving a termination notice to Tenant within thirty (30) days following delivery of the Restoration Estimate,

in which event the Lease shall cease and terminate as of the date of such termination notice. If the casualty occurs during the last twelve (12) months of the Term, then either Landlord or Tenant may elect to terminate the Lease, by giving a termination notice to the other within thirty (30) days following delivery of the Restoration Estimate, in which event the Lease shall cease and terminate as of the date of such termination notice.

14.3 Rent Abatement. If the damage or destruction renders all or part of the Premises untenantable, Rent shall proportionately and partially abate (as described below) commencing on the date of the damage or destruction and ending on the date the Premises are delivered to Tenant with the restoration substantially completed. The extent of the abatement shall be based upon the portion of the Premises rendered untenantable. Notwithstanding anything to the contrary contained herein, Base Rent shall only be abated by 50% from the date such damage or destruction occurred until the date repair or restoration has occurred (as determined by Landlord). Notwithstanding any language to the contrary in the Lease, Tenant shall be responsible, at Tenant's own cost, to repair any and all damage caused by Tenant (or by any of Tenant's

employees, guests, contractors, or invitees) to any of the Improvements. Tenant shall not be relieved of its obligation to pay the full amount of rent due under the Lease during any period of time in which the Premises are damaged or rendered unusable as a result of damages caused by Tenant (or by any of Tenant's employees, guests, contractors, or invitees).

15. Condemnation

15.1 Total Taking. A "Taking" means any taking for any public or quasi-public use by condemnation or other eminent domain proceedings pursuant to any general or special law, or any permanent transfer in settlement of, or under threat of, any condemnation or other eminent domain proceedings. If all of the entire Premises is subject to a Taking, the Lease shall automatically terminate as of the date that title vests in the condemning authority.

15.2 Partial Taking. If there is a Taking of a part of the Premises, the Lease shall automatically terminate as to the portion of the Premises so taken as of the date that title vests in the condemning authority. If either Landlord or Tenant reasonably determines that the Taking renders the balance of the Premises unusable by Tenant for the Permitted Use, then either Landlord or Tenant may terminate the Lease by written notice delivered to the other Party within thirty (30) days after the date of the Taking. Any such election to terminate the Lease as to the remaining portion of the Premises shall be effective as of the date specified in the termination notice. In the event of a partial Taking that does not result in a termination of the Lease as to the entire Premises, then from and after the date of such partial Taking, Rent shall be equitably adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such partial Taking.

15.3 Restoration. If the Lease is not terminated as a result of any Taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

15.4 Allocation of Awards. Landlord shall be entitled to the entire award for any Taking, including any award made for the value of the leasehold estate created by the Lease. No award for any partial or total Taking shall be apportioned, and Tenant hereby assigns to Landlord its share, if any, of any award made in any Taking of the Property or the estate created by the Lease, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof. The foregoing shall not be deemed to grant Landlord any rights or interests in or to any separate award made directly to Tenant for its relocation expenses, the taking of Tenant-Owned Property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

15.5 Temporary Taking. A "Temporary Taking" means a Taking of all or any portion of the Premises for a period not exceeding six (6) months before or during the Term. If there is a Temporary Taking, the Lease shall remain in full force and effect; provided, however, that Rent shall abate during the Temporary Taking period in proportion to the portion of the Premises subject to the Temporary Taking. Landlord shall be entitled to receive the entire award made in connection with any such Temporary Taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its expenses, the taking of personal property and fixtures belonging to Tenant, or the interruption of or damage to Tenant's business.

16. Assignment & Subletting

16.1 Landlord Consent Required. Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or involuntarily, or by operation of law, shall enter into an Assignment of the Lease or a Sublease of the Premises without Landlord's prior written consent in each instance, which consent may be withheld or granted in Landlord's sole and absolute discretion. In addition, Tenant shall not mortgage, pledge, or otherwise encumber its interest in the Lease or in the Premises. Any attempt to assign, transfer, mortgage, pledge, hypothecate, or encumber the Lease or any interest therein without such consent from Landlord being first obtained shall be void and shall constitute a breach of the Lease. An "Assignment" means any sale, assignment or other transfer of all or any part of the Premises or Tenant's leasehold estate

hereunder. A "Sublease" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Section 16 shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

16.2 Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; (c) a copy of the proposed Assignment or Sublease documents; and (d) such financial information and such other information as Landlord may reasonably request concerning the proposed assignee, sublessee, or occupant or its business. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within thirty (30) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

16.3 Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under the Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

16.4 Transfer Profits. In connection with any Assignment or Sublease, Tenant shall promptly pay to Landlord 50% of the excess payable by an assignee or sublessee over and above the Rent due and payable under the Lease. Together with such payment, Tenant shall give Landlord a detailed statement of all consideration Tenant either has or will derive from such Assignment or Sublease, and the calculation of the amounts due Landlord under this Section 16.4.

16.5 Landlord Costs. Tenant shall pay all Landlord's costs incurred in processing every proposed Assignment or Sublease. Landlord's costs shall include all legal review fees and expenses, and all direct and indirect expenses incurred by Landlord arising from any assignee or sublessee taking occupancy in the Building (including the costs of all additional security, janitorial, cleaning, and rubbish removal services).

17. Tenant's Default. Each of the following events shall be an "Event of Default" hereunder:

17.1 Monetary Default. Tenant fails to pay when due any installment of Rent or any other monetary sums required to be paid by Tenant under the Lease, including, without limitation, any failure by Tenant to strictly comply with the payment requirements set forth regarding Late Fees, service charges, default interest, and reinstatement fees.

17.2 Nonmonetary Default. Tenant fails to perform or observe any other covenant, condition, or obligation of Tenant, and such failure continues for a period of five (5) days after Landlord gives Tenant written notice thereof.

17.3 Abandonment. The Premises become vacant and/or abandoned (other than in connection with a casualty under Section 14 or a condemnation under Section 15) or Tenant fails to accept a tender of possession of the Premises or any significant portion thereof.

17.4 Tenant Debtor Protections. The occurrence of any of the following:

(a) Tenant: (i) makes an assignment for the benefit of creditors; (ii) admits in writing its inability to pay its debts as they become due; or (iii) files a voluntary petition in bankruptcy.

(b) A proceeding or case is commenced against Tenant, without the application or consent of Tenant, in any court of

competent jurisdiction, which is not dismissed within sixty (60) days after filing, seeking: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant; (ii) the

attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets; or (iii) reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant, or similar relief.

18. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

18.1 Termination. The right to terminate Tenant's right to possession of the Premises and to recover: (a) all Rent which shall have accrued and remains unpaid through the date of termination; plus (b) the amount by which the unpaid Rent (including payments of Operating Expenses, Taxes, and all items of Additional Rent in the amounts such items were payable for the month immediately prior to the Event of Default) for the balance of the Term, discounted to present value at the Prime Rate then in effect, exceeds the then fair rental value of the Premises for the balance of the Term (assuming reasonable allowance for downtime and free rent prior to the commencement of such fair market rent), similarly discounted; plus (c) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under the Lease (including reasonable attorneys' and accountants' fees, costs of alterations of the Premises, Administrative Charges, interest costs, and brokers' fees incurred upon any reletting of the Premises). 18.2

18.2 Continuation of Lease. The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under the Lease shall not of themselves constitute a termination of Tenant's right to possession.

18.3 Removal of Property. The right and power to enter the Premises and remove therefrom all persons and property, to either: (1) store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law; or (2) presume all property remaining in the Premises to have been abandoned by Tenant.

18.4 Appointment of Receiver. The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises, to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord pursuant to this Section 18.

18.5 Legal and Equitable Remedies. The right to specific performance of any or all of Tenant's obligations under the Lease and to damages for delay in or failure of such performance. 19.1

Waiver of Legal Rights Related to Abandoned Property. To the maximum extent possible pursuant to applicable law, Tenant hereby waives any and all: (a) rights related to receiving notice from Landlord related to property which remains in the Premises following the termination of Tenant's right to possession of the Premises (whether such property was abandoned by Tenant or otherwise); and (b) obligations of Landlord to act in a manner not specified in this Lease related to such property.

19. Subordination; Estoppel Certificates

19.1 Subordination. The Lease shall be subject and subordinate at all times to all current or future Ground Leases and Mortgages. The provisions of this Section 19.1 shall be self-operative, and no further instrument shall be required to effect the provisions of this Section. Tenant agrees to execute, acknowledge, and deliver, within five (5) Business Days, any and all reasonable documents or instruments which Landlord or a Mortgagee deem necessary or desirable to confirm such subordination, which documents may also contain such other terms as any Mortgagee or prospective Mortgagee may reasonably require.

19.2 Attornment. If any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to and become the tenant of Landlord's successor in interest at the option of such successor in interest. If any Mortgage is foreclosed, or Landlord's interest under the Lease is conveyed or transferred in lieu of foreclosure, neither the Mortgagee, nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing,

shall be: (a) liable for any default by Landlord; (b) bound by or liable for any payment of Rent which may have been made more than thirty (30) Business Days before the due date of such installment; (c) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under the Lease arising from any default by Landlord; or (d) bound by any amendment or modification to the Lease made without the consent of such Mortgagee if the consent of such Mortgagee to such amendment or modification is required.

19.3 Subordination, Non-Disturbance, and Attornment Agreement. Notwithstanding anything contained in this Section 19 to the contrary, Tenant's subordination and attornment to any ground lease or Mortgage, as provided in this Section is expressly conditioned upon: (a) on or before the Effective Date, Landlord obtaining from any existing Mortgagee an executed and acknowledged non-disturbance agreement in the form reasonably requested by Landlord (the "SNDA Form"); and (b) Landlord obtaining from any future ground lessor or Mortgagee, an SNDA in the SNDA Form (or on such future Mortgagee's standard form). Provided Landlord delivers such fully executed and acknowledged SNDA, such agreement shall be executed by Tenant and returned to Landlord within five (5) Business Days of Landlord's request therefor.

19.4 Notices to Lender. Tenant agrees to simultaneously give to any Mortgagee, in accordance with the notice requirements set forth in Section 24 hereof, a copy of any notice of default served upon Landlord, provided Landlord has notified Tenant in writing of the names and addresses of such Mortgagee(s) and such Mortgagee(s) option, but not the obligation, to cure such default on behalf of Landlord.

19.5 Estoppel Certificates. Tenant, at any time and from time to time, shall execute, and deliver to Landlord, at no cost to Landlord, an estoppel certificate within five (5) Business Days after written request from Landlord. Each estoppel certificate shall be in the form reasonably requested by Landlord (or such other form as may reasonably be required by any Mortgagee or purchaser of the Property). Tenant shall address the certificate to Landlord and to any prospective Mortgagee or purchaser of the Property, or any part of the Property, as Landlord may direct. It is intended that any such certificate may be relied upon by the Landlord and all those Landlord specifies as addressees. Tenant constitutes and appoints Landlord as Tenant's attorney-in-fact to execute an estoppel certificate on behalf of Tenant if Tenant does not execute and deliver such certificate to Landlord within said Business Days after receipt of request of Landlord. If Tenant shall fail to execute the estoppel certificate requested pursuant to this Section within the five (5) Business Day period set forth in this Section, it shall be deemed conclusive upon Tenant that the Lease is unmodified and in full force and effect, that Landlord is not in breach or default of the Lease and that Tenant has no defenses or offsets against Landlord.

20. End of Term; Holding Over

20.1 Condition on Surrender. On the Lease Expiration Date, Tenant shall quit and surrender the Premises to Landlord. The Premises shall be surrendered to Landlord vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Tenant shall remove all of Tenant's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Tenant, all Tenant-Owned Property, and all Alterations that Tenant is required to remove in accordance with Section 11.4. Tenant shall repair any damage to the Premises, including any damage caused by such removal. If Tenant fails to repair any damage caused by the removal of any Alterations, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making any repairs and replacements to the Premises. Any property (including Tenant-Owned Property) not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses, including Administrative Charges, incurred by Landlord in effecting such removal and disposal. The provisions of this Section 20.1 shall survive the expiration or earlier termination of the Lease. Tenant agrees to comply with the Landlord's off-boarding process.

20.2 Holdover. No holding over by Tenant after the expiration or other termination of the Lease shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. If Tenant holds over, then: (a) Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in all or any portion of the Premises 150% of the Rent (including payments of Operating Expenses, Taxes, and all items of Additional Rent) payable during the final full month of the Term; (b) Tenant's occupancy shall otherwise be on the terms and conditions of the Lease so far as applicable (but expressly excluding all extension rights); and (c) Tenant shall indemnify, defend, and hold Landlord harmless from all losses, costs (including reasonable attorney fees), and liabilities resulting from such failure, including any claims made by any succeeding tenants founded upon such holdover. The acceptance by Landlord of any holdover rent shall not preclude Landlord from exercising any other rights under the Lease or at law, including Landlord's rights and remedies provided by law or the Lease.

20.3 Hazardous Materials. No spill, deposit, emission, leakage, or other release of Hazardous Materials in the soils, ground waters or waters shall be deemed to result in either (a) wear and tear that would be normal for the term of the Lease, or (b) a casualty to the Premises. Tenant shall be responsible to promptly and completely cleanup and fully remediate any Release occurring on the Premises during the Term which results from the actions of Tenant or its employees, contractors, invitees, guests, or authorized agents. Tenant shall surrender the Premises free of any contamination or other damage caused by such a Release during the term of the Lease. Tenant's obligation to clean up the Premises pursuant to the provisions of this Article shall survive the expiration or other termination of the Lease.

21. Security Deposit

21.1 Use of Deposit. On or before the Effective Date, Tenant shall deposit with Landlord the Security Deposit as security for the performance by Tenant of all of Tenant's obligations, covenants, conditions, and agreements under the Lease. Landlord shall not be required to maintain the Security Deposit in a separate account unless required by law or other regulation. For clarification, the Security Deposit does not constitute pre-payment of any Rent (not first month's rent, not last month's rent, not any rent). Tenant remains obligated to pay Base Rent each month for the entire Term in addition to the Security Deposit. If an Event of Default occurs under the Lease by Tenant, Landlord shall have the right, but not the obligation, to use, apply, or retain all or any portion of the Security Deposit for the payment of: (i) Rent or any other sum due hereunder; or (ii) Landlord's losses, costs, and expenses incurred by reason of Tenant's default. If any portion of the Security Deposit is applied by Landlord in accordance with this Section 21, then within five (5) Business Days after Landlord gives Tenant written notice, Tenant shall deposit with Landlord such amounts as needed to restore the Security Deposit to the full amount. Tenant's failure to do so shall constitute an Event of Default under the Lease.

21.2 Release Upon Transfer. If Landlord transfers the Security Deposit to any purchaser or other transferee of Landlord's interest in the Property, then Tenant shall look only to such purchaser or transferee for the return of the Security Deposit and Landlord shall be released from all liability to Tenant for the return of the Security Deposit.

22. Signs. Following receipt of Landlord's prior written consent associated with the same, Tenant shall be permitted to install, at its own expense, signs on and in the Premises. Tenant's sign(s) shall have the dimensions and designs approved of by Landlord in writing. Any authorized sign must comply with all laws, zoning ordinances, governmental order, and Landlord-provided regulations. If Landlord maintains a building directory, Landlord shall include, at Tenant's expense, Tenant's name on the building directory. Upon expiration of the Term, Tenant, at Tenant's expense, shall promptly remove all of its signs and repair any damage caused by such removal. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of Landlord and must be surrendered to Landlord at the time the Lease ends.

23. Parking. Landlord shall provide and maintain (as an Operating Expense) the parking indicated in the Onboarding Sheet for the use of Tenant's employees and its invitees (as indicated).

24. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed duly given:

(a) when delivered in person (with a written receipt therefor); (b) on the next Business Day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) Business Day after being sent by certified or registered mail, return receipt requested, postage prepaid, to Landlord's Address for Notices or to Tenant's Address for Notices, as applicable. After the Lease Commencement Date, all notices to Tenant may, at Landlord's option, be sent to the Premises. Either Party may change its address for the giving of notices by notice given in accordance with this Section 24. A Party's refusal to accept delivery of any notice or communication sent by the other Party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail. If Landlord notifies Tenant in writing of the names and addresses of any Mortgagee in accordance with Section 19.4, then no notice to Landlord shall be considered duly given unless a copy of such notice is simultaneously given in accordance with this Section 24 to such Mortgagee.

25. Miscellaneous Provisions

25.1 Brokers. Tenant represents and warrants to Landlord that Tenant has not employed or dealt with any broker, agent, or finder, other than Broker (indicated in the Onboarding Sheet), in connection with the Lease. Tenant shall each indemnify and hold Landlord harmless from and against any claim or claims for any broker's fee or commission asserted by any broker, agent, or finder employed by Tenant, other than Broker. The provisions of this Section 25.1 shall survive the expiration or earlier termination of the Lease.

25.2 Landlord Access. Landlord, and applicable Landlord Parties, shall have the right to enter the Premises, at all reasonable hours (and at any time in the event of an emergency) to: (a) inspect the Premises; (b) supply any service to the Premises; (c) show the Premises to prospective purchasers and Mortgagees; (d) show the Premises to prospective tenants during the final twelve (12) months of the Term; (e) post notices of non-responsibility; (f) determine whether Tenant is complying with its obligations under the Lease; and (g) alter, improve, or repair the Premises, any Building Systems, or any other portion of the Building. Landlord shall not be required to provide prior notice of entry except if Landlord intends to show the Premises to prospective purchasers, prospective Mortgagees, or prospective tenants, in which case Landlord shall provide Tenant with no less than twelve (12) hours' prior notice (which may be telephonic). Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 25.2. To the extent reasonably practicable, any entry shall occur during normal Business Hours (as indicated in the Onboarding Sheet).

25.3 Successors and Assigns. The terms, covenants, and conditions contained in the Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns.

25.4 Transfer of Landlord's Interest. The term "Landlord," as used in the Lease, is limited to mean and include only the owner or owners of Landlord's interest in the Lease at the time in question. Upon the sale, assignment, or transfer by Landlord of its interest in the Building or the Property as owner or lessee, including any transfer upon or in lieu of foreclosure or by operation of law, Landlord shall be relieved from all obligations or liabilities under the Lease from and after the effective date of transfer. The transferee shall assume the Lease and all obligations hereunder shall be binding upon the transferee as of the date of such transfer. Any such transferee, by accepting such interest, shall be deemed to have assumed such

subsequent obligations and liabilities.

25.5 Limitation on Landlord's Liability. If Landlord becomes obligated to pay Tenant any judgment arising out of any failure by the Landlord to perform or observe any of the terms, covenants, conditions, or provisions to be performed or observed by Landlord under the Lease, Tenant shall be limited in the satisfaction of such judgment solely to Landlord's interest in the Building and the Property or any proceeds arising from the sale thereof. No other property or assets of Landlord or the individual partners, directors, officers or shareholders of Landlord or its constituent partners shall be subject to levy, execution, or other enforcement procedure whatsoever for the satisfaction of any such money judgment.

25.6 Force Majeure.

(a) Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Lease, for any failure or delay in fulfilling or performing any obligation under the Lease (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either Party to perform its obligations in the Lease due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay, but not in excess of thirty (30) days in the aggregate. Nothing contained in this Section shall excuse either Party from paying in a timely fashion any payments due under the terms of the Lease or extend the term of the Lease.

(b) Either Party (the "Force Majeure Noticing Party") shall give the other Party notice within five (5) days of the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Force Majeure Noticing Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Force Majeure Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.

25.7 Partial Invalidity. Each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall remain in effect and shall be enforceable to

25.8 Entire Agreement. All prior agreements, whether written or oral, between Landlord and Tenant are incorporated in the Lease, which constitutes the entire contract. The Onboarding Sheet and these General Terms (including all exhibits thereto) are intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. Verbal promises and discussions shall not be binding in any manner. The Parties further intend that the Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Lease.

25.9 No Representations. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property, or the Lease except as expressly set forth herein.

25.10 Quiet Enjoyment. Upon Tenant paying the Rent and performing all of Tenant's obligations under the Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of the Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases.

25.11 Parking. Tenant and Tenant Parties shall comply with all regulations found in the Parking Requirements Exhibit P provided by the Landlord. These regulations may be attached or delivered to Tenant at any other time hereafter.

25.12 Relocation. Landlord shall have the right to relocate the Premises to another space within the Building (or other building(s) owned by Landlord in the same Property) in accordance with the following: (a) the

new premises shall be substantially the same in size and nature as the Premises; (b) the physical relocation of the Premises shall be accomplished by Landlord at its cost; (c) Landlord shall give Tenant at least thirty (30) days' advance notice of Landlord's intention to relocate the Premises; (d) Landlord shall diligently pursue the relocation of the Premises and the Base Rent and all other sums and charges payable under the Lease shall abate during the period of such relocation; and (e) all reasonable and incidental costs incurred by Tenant as a result of the relocation including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other such items shall be paid by Landlord in a sum not to exceed Two Thousand Dollars (\$2,000.00).

25.13 Survival. Upon the expiration or other termination of the Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in the Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of the Lease shall survive the expiration or earlier termination of the Lease.

25.14 Severability. If any term or provision of the Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each term and provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

25.15 Costs of Suit. If Tenant or Landlord shall bring any action for any relief against the other, declaratory or otherwise, arising out of or relating to the Lease, including any suit by Landlord for the recovery of rent or possession of the Premises, the non-prevailing party shall pay the prevailing party a reasonable sum for attorney's fees whether or not such action is prosecuted to judgment.

25.16 Governing Law; Consent to Jurisdiction and Venue. The Lease shall be governed by the laws of the State in which the Premises is located, which shall govern the validity, performance, and enforcement of the Lease. Tenant consents to personal jurisdiction and venue in said State.

25.17 Amendments. The Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

25.18 Waiver of Jury Trial. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THE LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

25.19 Damages Waiver. Tenant hereby voluntarily waives any and all claims for consequential damages special damages, exemplary damages, lost profits damages or business interruption damages - both direct and indirect - stemming from or arising out of any claim against Landlord.

25.20 Submission of Lease. DELIVERY OF THE LEASE TO TENANT SHALL NOT CONSTITUTE AN OFFER AND SHALL NOT BIND EITHER PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS DULY SIGNED AND DELIVERED BY LANDLORD.

25.21 No Recording. Neither the Lease nor any memorandum hereof shall be recorded or filed in any land records or other public records of any jurisdiction.

25.22 Time; Remedies. Time is of the essence for the Lease and every provision hereof. All rights and remedies of the Parties shall be cumulative and nonexclusive of any other remedy at law or in equity.

25.23 Waiver. No term, covenant or condition of the Lease shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any term, covenant or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition. Acceptance by landlord of any payment or performance by

Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any term, covenant or condition unless otherwise expressly agreed to by Landlord in writing.

25.24 Prior Leases. In the event there exists a prior lease agreement for the Premises between Tenant and Landlord or a prior landlord (a "Prior Lease"), then upon the execution of this Agreement the Prior Lease shall be deemed terminated as of the Effective Date.

25.25 Landlord's Lien & Security Interest. To secure Tenant's performance under the Lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the Premises or on the Property. The Lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

Tenant acknowledges that it has read and understands the General Terms:

[Remainder of this page intentionally left blank]

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1.3 EXHIBIT P TO GENERAL TERMS: PARKING RULES AND REGULATIONS

These parking rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. Tenant agrees to comply with all such parking rules and regulations herein stated and any additional rules and regulations adopted by Landlord. From time-to-time Landlord, at its discretion, may amend these rules and regulations for the purposes which they were adopted. Tenant shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time. Capitalized terms have the same meaning as defined in the Lease.

1. Unless expressly authorized, overnight parking is prohibited. Storage of any vehicles or materials within the parking area is prohibited. Any damages to the parking areas caused by the Tenants' storage of any material or vehicles shall be the responsibility of the Tenant.
2. All vehicles must be parked entirely within painted stall lines.
3. All directional signs and arrows must be observed.
4. All posted speed limits for the parking areas shall be observed. If no speed limit is post for an area, the speed limit shall be five (5) miles per hour.
5. Parking is prohibited:
 - (a) in areas not striped for parking
 - (b) in aisles, or in common areas of the Property;
 - (c) in common areas of the Development
 - (d) where "no parking" signs are posted, or in other areas as may be designated by Landlord;
 - (e) in cross hatched areas; and
6. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable
7. All responsibility for damage to vehicles or persons, or loss is assumed by the parker.
8. Unless expressly authorized, Washing, waxing, cleaning, or servicing of any vehicle by any person and/or such person's agents is prohibited. The parking areas shall not be used for storage of vehicles or materials of any type.
9. Landlord reserves the right to refuse access to any tenant and/or such tenant's employees, agents, visitors, or representatives who willfully refuse to comply with the Parking Rules and Regulations and/or all applicable governmental ordinances, laws, or agreements.
10. Unloading, unpacking, packing of any products, materials, or goods in the common areas of the

Property is prohibited, and is only allowed within the Tenant's Premises. Tenant also agrees to keep the exterior of the Premises clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

11. Any violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked in public parking areas will be no larger than full-sized passenger automobiles or standard pick-up trucks. Landlord reserves the right, without notice to Tenant, to tow away at Tenant's sole cost and expense any vehicles parked in any parking area for any continuous period of 24 hours or more, or earlier if Landlord, in its sole discretion, determines such parking to be a hazard or inconvenience to other tenants or Landlord, or violates any rules or regulations or posted notices related to parking. Landlord shall not be responsible for enforcing Tenant's parking rights against third parties

12. If Tenant defaults with respect to the same term or condition under these Parking Rules and Regulations more than 3 times during any 12-month period, and Landlord notifies Tenant thereof promptly after each such default, the next default of such term or condition during the succeeding 12-month period, shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease (all of which rights and remedies under the Lease are hereby incorporated herein, as though fully set forth). Any default by Tenant under these Parking Rules and Regulations shall be a default under the Lease. In addition to any remedy herein stated, Landlord, at Landlord's sole discretion may charge a \$50.00 fine for each parking violation.

13. LANDLORD SHALL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS USING THE PROJECT OR AUTOMOBILES OR OTHER THEREIN, IT BEING AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE USE OF THE PROJECT SHALL BE AT THE SOLE RISK OF TENANT AND ITS EMPLOYEES. WITHOUT LIMITING THE FOREGOING, TENANT HEREBY VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND RELINQUISHES ANY AND ALL ACTIONS OR CAUSES OF ACTION FOR PERSONAL INJURY OR DAMAGE OCCURRING TO TENANT ARISING AS A RESULT OF PARKING IN THE PROJECT, OR ANY ACTIVITIES INCIDENTAL THERETO, WHEREVER OR HOWEVER THE SAME MAY OCCUR, AND FURTHER AGREES THAT TENANT WILL NOT PROSECUTE ANY CLAIM FOR PERSONAL INJURY OR DAMAGE AGAINST LANDLORD OR ANY OF THE LANDLORD RELATED PARTIES FOR ANY SAID CAUSES OF ACTION. IN ALL EVENTS, TENANT AGREES TO LOOK FIRST TO ITS INSURANCE CARRIER AND TO REQUIRE THAT TENANT'S EMPLOYEES LOOK FIRST TO THEIR RESPECTIVE INSURANCE CARRIERS FOR PAYMENT OF ANY LOSSES SUSTAINED IN CONNECTION WITH ANY USE OF THE PROJECT. TENANT HEREBY WAIVES ON BEHALF OF ITS INSURANCE CARRIERS ALL RIGHTS OF SUBROGATION AGAINST LANDLORD OR LANDLORD RELATED PARTIES.

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1.4 EXHIBIT R TO GENERAL TERMS: BUILDING RULES AND REGULATIONS

These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property, Premises, Building, Project and the appurtenances. Tenant, its agents, employees, contractors, guests and invitees shall comply with these rules and regulations. From time-to-time Landlord, at its discretion, may amend these rules and regulations for the purposes for which there were adopted. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter,

trash, or material shall be placed, emptied, or thrown in those areas. Trash must be deposited into appropriate receptacles

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags, oil, or any other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.

3. Painting, staining, use of epoxy and all other noxious substances is strictly prohibited without written permission from the Landlord. Permission shall only be granted at the sole discretion of the Landlord, and only if, at the sole cost of the Tenant and with the written approval of Landlord, appropriate ventilation systems are professionally installed and maintained. All ventilation systems must meet all local codes and federal standards for acceptable indoor air quality for the proposed use.

4. Fumes, smells, and dust created by tenants shall be kept to a minimum, and shall not unreasonably interfere with other tenants' use of the common areas or their own unit. Tenant shall take reasonable measures to mitigate the spread of fumes, smells, dust, and other materials within the Premises.

5. Tenant shall be responsible to regularly clean all sawdust and minimize the amount of dust and materials inside and outside the unit. Tenant shall not use the HVAC system ("HVAC") at any time unless the HVAC has been thoroughly cleaned and maintained. Regardless of use, the HVAC must remain free from all dirt, dust, or materials. Should the tenant choose to cover any portion of the HVAC, the power to the heater must be shut off.

6. Disposal of any and all fluids shall comply with local and federal authorities, and Tenant shall be responsible for any damages caused by the unauthorized, illegal, or negligent disposal of all fluids, paints, or other substances.

7. Landlord may provide and maintain an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.

8. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. All keys shall be returned to Landlord at the expiration or early termination of this Lease.

9. Smoking is not permitted on or within the Premises at any time.

10. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.

11. Tenant shall not use or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.

12. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of any utility.

13. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

14. Landlord shall have the right to prohibit the use of the name of the Building or Project or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or Project or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

15. Tenant shall not canvass, solicit or peddle in or about the Building or the Project.

16. Deliveries to and from the Premises shall be made only at the times, in the areas and through the

entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the common areas, any pedestrian use, or any use which is inconsistent with good business practice.

17. Unless authorized by law or the lease, no animals may be brought or kept on the Property.

18. If Landlord provides electricity service to the Premises, Tenant shall be obligated to use, at all times, the electricity service as provided by Landlord. In such instance, Tenant shall not make any modification to electricity service providers nor modify any aspect of the Premises to allow other utility providers to provide service without prior written consent from Landlord. If Tenant breaches the foregoing obligations, Tenant shall be responsible for all costs associated with reconnecting the electrical service as originally established by Landlord, and may be required to pay an additional re-connection fee of \$500.00 to Landlord.

Primary Lessee: _____ Date: _____

Secondary Lessee: _____ Date: _____

Co-Signer/Guarantor: _____ Date: _____

Business Representative: _____ Date: _____

Landlord: _____ Date: _____