

STATE OF GEORGIA
COUNTY OF DEKALB

THIS RENTAL AGREEMENT, made on this _____ day of _____, 2022 by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "COUNTY" or "Tenant") and BREIT STONE MOUNTAIN OWNER LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") shall constitute the terms and conditions under which Landlord shall provide services to the County, as provided herein.

WITNESSETH:

I. PREMISES RENTED AND USE OF PREMISES

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and rent, upon the terms and conditions herein stated, unto the tenant those certain premises situated in DeKalb County, Georgia, and more particularly described as follows, to wit:

Premises as shown on **Exhibit B**, of approximately 30,400 rentable square feet consisting of the land, the common areas, the building attached hereto, known as 1574 Stone Ridge Drive, City Stone Mountain, Georgia, 30083, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. The Tenant does hereby this day rent and take from the Landlord, upon the terms and conditions herein stated, for the use of public functions and facilities, those certain premises, more fully described above.

II. TERM

This rental agreement shall commence on November 1, 2022. The initial term of this Agreement shall be through December 31, 2022. In accordance with O.C.G.A. Section 36-60-13, the Agreement shall automatically renew on January 1 of each calendar year on a calendar year-by-calendar year basis, unless Tenant delivers to Landlord a written termination notice on or before July 1 of the applicable calendar year. For example, (i) if Tenant delivers to Landlord a written termination notice on or before July 1, 2023, then this Lease shall terminate on December 31, 2023, and (ii) if Tenant fails to deliver to Landlord a written termination notice on or before July 1, 2023, then this Lease shall be extended until December 31, 2024. Notwithstanding anything herein to the contrary, in no event shall the Term of this Lease extend beyond the 31st day of October, 2032 (the "Lease Expiration Date").

III. BASE RENT AND EXPENSES

1. During the Term, Tenant will pay Landlord on the first day of each calendar year, the annual Base Rent and monthly Estimated Expenses, without notice, demand, abatement, offset or deduction. Base Rent and Estimated Expenses shall be appropriately prorated by Landlord on a per diem basis for any partial month during the Term, including, if applicable, the first month, the Base Rent and Estimated Expenses of which shall be paid by Tenant on or prior to the Lease Commencement Date. Upon Tenant's execution of this Lease, Tenant shall pay to Landlord the Base Rent and Estimated Expenses for the first (1st) full calendar month of the initial Term. Any other Additional Rent shall be due and payable by Tenant on or before 10 days after billing by Landlord. Attached hereto as **Exhibit D** are instructions for all payments by Tenant to Landlord, which may be updated from time to time by written notice delivered by Landlord to Tenant. Tenant's payment obligations under this Lease are absolute and unconditional and independent covenants from Landlord's covenants under this Lease. If Tenant is delinquent in the payment of any Rent for more than 5 days, Tenant shall pay to Landlord a late charge equal to 5% of such delinquent sum and interest on the late fee and unpaid Rent from the date such amount was due until paid in full at the Applicable Interest Rate. Said late charge shall be in addition to any other rights and remedies available to Landlord under this Lease, at law, or in equity, and shall not be construed as a penalty. Tenant shall also pay Landlord any cost incurred by Landlord in connection with a check presented by Tenant that is declined due to insufficient funds.
2. **BASE RENT.** Base Rent is as follows; provided that the Estimated Expenses are subject to adjustment and reconciliation in accordance with the terms and provisions of Sections 3, 4, and 5 below:

Yearly Totals	Base Rent	Estimated Operating Expenses	Security Deposit	Total
2022	\$ 33,693.34	\$ 9,930.66	\$ 43,624.00	\$ 87,248.00
2023	\$ 210,246.40	\$ 59,782.58		\$ 270,028.98
2024	\$ 218,656.26	\$ 60,978.26		\$ 279,634.52
2025	\$ 227,402.51	\$ 62,197.80		\$ 289,600.31
2026	\$ 236,498.61	\$ 63,441.78		\$ 299,940.39
2027	\$ 245,958.55	\$ 64,710.66		\$ 310,669.21
2028	\$ 255,796.89	\$ 66,004.84		\$ 321,801.73
2029	\$ 266,028.77	\$ 67,324.92		\$ 333,353.69
2030	\$ 276,669.92	\$ 68,671.46		\$ 345,341.38
2031	\$ 287,736.72	\$ 70,044.86		\$ 357,781.58
2032	\$ 299,246.18	\$ 59,340.30		\$ 358,586.48
TOTAL	\$ 2,557,934.15	\$ 652,428.12	\$ 43,624.00	\$ 3,253,986.27

3. **EXPENSES.** On the Lease Commencement Date and the first day of each calendar month thereafter during the Term, Tenant shall pay to Landlord an amount equal to 1/12 of the

annual cost, as reasonably estimated by Landlord, of Tenant's Share of Taxes and Operating Expenses ("**Estimated Expenses**"). Estimated Expenses shall be appropriately prorated by Landlord on a per diem basis for any partial month during the Term. Effective October 1, 2023, and each anniversary thereafter during the term, the Expenses shall be increased by two percent (2%) ("Annual Operating Escalator"). If the Building and/or the Project is less than fully occupied during any calendar year, then the variable components of Operating Expenses as determined by Landlord shall be calculated as if the Building and/or the Project had been fully occupied for the full calendar year. The initial Estimated Expenses for the first completed month of the Lease Term are \$4,965.33.

4. **ESTIMATED EXPENSES NOTICE.** Landlord can from time to time provide Tenant with written notice (an "**Estimated Expenses Notice**") of the monthly Estimated Expenses due and payable by Tenant with respect to the period covered by the notice. (The initial monthly Estimated Expenses is set forth in the "Basic Terms and Definitions" Section above.) The Estimated Expense amounts set forth in an Estimated Expenses Notice shall be based upon Landlord's estimate of Operating Expenses and Taxes to be incurred with respect to the period covered by the notice. Landlord may invoice Tenant separately from time to time for any extraordinary or unanticipated Estimated Expenses.
5. **EXPENSE RECONCILIATION.** Promptly after the end of each calendar year during the Term and the Lease Expiration Date, and at any other time in Landlord's discretion, Landlord shall make an accounting of actual Taxes and Operating Expenses for the preceding calendar year and provide Tenant with a statement of Tenant's Share of such Taxes and Operating Expenses (a "**Reconciliation Statement**"). Within 20 days after delivery of a Reconciliation Statement to Tenant, Tenant shall pay to Landlord the amount by which actual Taxes and Operating Expenses exceeded Estimated Expenses paid during the covered period (and if the actual expenses were less than Estimated Expenses paid, Landlord shall at its option either credit Tenant's account or reimburse Tenant for any overpayment by Tenant). In the case of any expenses the actual amount of which is not known at time of delivery of a Reconciliation Statement, Landlord may rely on its estimates of such expenses to generate the Reconciliation Statement and perform another accounting once actual amounts are known and deliver an additional Reconciliation Statement. If requested by Tenant within 15 days of the delivery of a Reconciliation Statement, Landlord shall provide or make available the supporting data upon which Landlord based the Reconciliation Statement. If Tenant does not object by written notice to Landlord within 30 days of delivery of a Reconciliation Statement, Tenant shall be deemed to have waived the right to contest the Reconciliation Statement. Landlord's and Tenant's obligations to pay any overpayment or deficiency due the other pursuant to this Section shall survive the Lease Expiration Date.

- IV. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall deposit with Landlord the Security Deposit in the amount of \$43,624.00 (the "**Security Deposit**"), to be held by Landlord as security for the full and faithful performance of each provision of this Lease to be performed by Tenant. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in the case of a breach or default by Tenant. If Tenant breaches any monetary provision of this Lease, or otherwise there is an Event of Default

under this Lease, Landlord may, without limiting its remedies and without additional notice to Tenant, apply all or part of the Security Deposit to cure such monetary breach or Event of Default and compensate Landlord for any loss or damage caused by such monetary breach or Event of Default. Tenant shall pay Landlord within 3 days of demand the amount that will restore the Security Deposit to its original amount. No interest shall accrue on the Security Deposit, and Landlord is not required to keep the Security Deposit separate from Landlord's own funds. The Security Deposit shall be the property of Landlord but shall be paid to Tenant within a reasonable period of time after the Expiration Date and the fulfillment of all of Tenant's obligations under this Lease. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Section.

- V. **UTILITIES.** Tenant shall timely pay the cost (including related taxes and charges) of all utility services (including without limitation water, gas, propane, diesel, electricity, sewer, waste, telecommunications and data) used on or provided to the Premises and Tenant's Share of the cost of such utility services used on or provided to the Common Areas, which if not charged directly to Tenant or paid by Tenant will be included in Operating Expenses. Tenant shall obtain utility services for the Premises in Tenant's own name and timely pay for the costs therefor directly to the respective utility provider, except to the extent Landlord elects to obtain any such utility service in Landlord's own name and charge to Tenant directly. Notwithstanding the foregoing, Tenant may select its own telecommunications or data service and will pay the cost therefor, and Landlord will not be responsible for providing any such service connections to the Building. Landlord can procure utility services for multiple tenants and charge to them based on Landlord's reasonable estimates of usage or square footage leased. Landlord may elect to install one or more sub-meters for one or more premises (which, if installed at the Premises, shall be at Tenant's expense) in which event Landlord will bill each tenant whose premises is sub-metered according to that tenant's actual usage. Landlord shall not be responsible or liable for any interruption in utilities or services, or for any injury to property caused thereby, nor shall such interruption affect the continuation or validity of this Lease, constitute an eviction, give rise to an abatement or relieve Tenant from full performance of Tenant's obligations under this Lease. Notwithstanding the foregoing, in the event that any interruption or discontinuance of utilities which was caused by the gross negligence or willful misconduct of Landlord or its employees continues beyond 5 consecutive business days and materially and adversely affects Tenant's ability to conduct business in the Premises, and on account of such interruption or discontinuance, Tenant ceases doing business in the Premises (or a material portion thereof), Rent shall abate thereafter (as to the Premises or as to such material portion thereof, as the case may be) and for the duration of such interruption or discontinuance. Landlord shall have the exclusive right to select, and to change, the companies providing such utilities or services to the Project, Building or the Premises. Upon written request no more often than once a quarter, Tenant shall provide to Landlord reasonable utility consumption data and other related information (or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain the same from the applicable provider). Tenant shall cooperate with Landlord to conduct ASHRAE energy audits of the Building and Project. Tenant will follow service contract as provided in Exhibit "E".

VI. STIPULATIONS

The stipulations, provisions, covenants, agreements, terms and conditions in Exhibit "A" attached to this rental agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit "A" are hereby incorporated herein and made a part of Article V of this rental agreement by reference.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered an original by their authorized representative, on this ____ day of ____, 2022.

**BREIT STONE MOUNTAIN OWNER
LLC**

DEKALB COUNTY, GEORGIA

Signature Title

82-5129202

Federal Tax I.D. Number

Date

APPROVED AS TO SUBSTANCE:

Department Director

By Dir. (SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS-NORWOOD,
CCC
Clerk of the Chief Executive Officer and the
Board of Commissioners of DeKalb County,
Georgia

APPROVED AS TO FORM:

Supervising County Attorney Signature

Supervising County Attorney
(Typed or printed)

EXHIBIT “A”

STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS, TERMS AND CONDITIONS OF RENTAL AGREEMENT:

1. PARAGRAPH HEADINGS

The brief paragraph headings following the numerals in this Exhibit A are for the purpose of convenience only and shall be completely disregarded in construing this rental agreement.

2. DEFINITIONS

- A.** The word “Landlord” as used in this rental agreement shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.
- B.** The word “Premises” as used in this rental agreement shall include not only the particularly above described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
- C.** Any and all references to the “Term” of the agreement contained within this rental agreement shall include not only the original term but also any renewal or extension of the original term.
- D.** “ADA” means the Americans with Disabilities Act of 1990, 42 USC 12111 et seq., as the same may be amended from time to time.
- E.** “Additional Rent” means all sums other than Base Rent which Tenant is obligated to pay under this Lease, including without limitation Estimated Expenses, Taxes and Operating Expenses.
- F.** “Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor, directly or indirectly, to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets, directly or indirectly, of Tenant as a going concern.
- G.** “Alteration” means any addition, alteration or improvement to the Premises or the Project, including any Tenant Work or Landlord Work, if applicable.
- H.** “Applicable Laws” mean all applicable laws, statutes, codes, ordinances, orders, zoning, rules, regulations, conditions of approval and requirements of all federal, state, county, municipal and governmental authorities and all administrative or

judicial orders or decrees and all permits, licenses, approvals and other entitlements issued by governmental entities, and rules of common law, relating to or affecting the Project, the Premises or the Land or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the ADA, Environmental Laws and CC&Rs.

- I.** “Base Rent” means the amounts set forth in the “Base Rent” Section of this Lease, charged monthly on or before the Lease Commencement Date and thereafter on the first day of each calendar month.
- J.** “CC&Rs” means any covenants, conditions and restrictions, reciprocal easements, restrictions of easements, association requirements or other agreement of record or any supplement thereto encumbering the Land and/or Project or any portion thereof.
- K.** “Common Areas” means all areas and facilities at the Project, outside the Premises and premises leased to other tenants, including, if applicable, driveways, sidewalks, parking, loading and landscaped areas.
- L.** “Environmental Laws” means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, in, under, or about the Premises or the environment, including without limitation, the following: the federal Comprehensive Environmental Response, Compensation and Liability Act; the federal Resource Conservation and Recovery Act, the federal Clean Air Act; the federal Water Pollution Control Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.
- M.** “Financials” means financial information certified by an officer of Tenant as being true and correct, including, but not limited to, (i) credit reports, (ii) tax returns, (iii) current, accurate, audited financial statements for Tenant and Tenant's business, and (iv) unaudited financial statements (which shall at least include a balance sheet, an income statement and a statement of cash flow) for Tenant and Tenant's business for each of the 3 years prior to the current financial statement year prepared under generally accepted accounting principles consistently applied.
- N.** “Force Majeure” means any strike, act of God, war, terrorist act, shortage of labor or materials, governmental action or orders, civil commotion, epidemic, pandemic, public health emergency or other cause beyond a party’s reasonable control.
- O.** “Hazardous Materials” means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous, toxic or dangerous under any Environmental Laws, including asbestos, asbestos containing materials, polychlorinated, per- and polyfluoroalkyl substances, and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or

synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and explosives, flammables, or radioactive substances of any kind.

- P.** “HVAC System” means all heating ventilation, and air conditioning systems and equipment inside or exclusively serving the Premises.
- Q.** “Indemnitees” means Landlord’s affiliated entities, and each of Landlord’s and Landlord’s affiliated entities’ respective trustees, members, managers, principals, beneficiaries, partners, directors, officers, employees, shareholders, Mortgagees, agents, contractors, representatives, successors and assigns.
- R.** “Land” means the parcel(s) of land on which the Building and other adjacent improvements and appurtenances owned by Landlord are located or situated.
- S.** “Lease Year” means the period from the Lease Commencement Date through the succeeding 12 full calendar months (provided, however, that, if the Lease Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall include the partial calendar month in which the Lease Commencement Date occurs and the succeeding 12 full calendar months) and each successive 12-month period thereafter during the Term.
- T.** “Legal Holiday” means any federal holiday or holiday recognized by the state in which the Premises are located.
- U.** “Losses” means any and all claims, judgments, causes of action, damages, obligations, penalties, fines, taxes, costs, liens, liabilities, losses, charges and expenses, including without limitation all attorneys’ fees and other professional fees.
- V.** “Maintain” or “Maintenance” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair.
- W.** “Mortgage” means all ground leases, master leases and all mortgages and deeds of trust or other lien or encumbrance which now or hereafter affect the Premises, the Building or the Project or Landlord’s interest therein (including any modifications, renewals or extensions thereof and all amendments thereto).
- X.** “Mortgagee” means the party having the benefit of a Mortgage.
- Y.** “Notice” means any and all notices, requests, demands, approvals and consents.
- Z.** “Operating Expenses” means the total costs and expenses incurred, or sums paid, by Landlord in the ownership, operation, Maintenance and management of the Premises, the Building and the portion of the remainder of the Project allocable to the Building, including, but not limited to: (1) the charges for any utilities paid by

Landlord pursuant to the "Utilities" Section of this Lease; (2) Landlord's cost to Maintain the Premises, the Building and the portion of the remainder of the Project allocable to the Building, as set forth in "Repairs and Maintenance" Section of this Lease, including, but not limited to: (i) the non-structural portions of the improvements and roof; (ii) life safety systems; (iii) utility lines to the point of connection into the Premises or any other tenant's leased premises; (iv) Systems not exclusively serving the Premises or any other tenant's leased premises; and (v) the Common Areas, including, if applicable, driveways, sidewalks, parking, loading and landscaped areas, irrigation systems, storm water facilities and detention ponds; (3) Landlord's costs for snow and ice removal, exterior pest control, exterior window cleaning, and the operation and Maintenance of exterior stair systems and sanitary lift stations; (4) the costs relating to the insurance maintained by Landlord as described in the "Insurance" Section of this Lease, including, without limitation, Landlord's cost of any deductible or self-insurance retention; (5) costs of capital improvements or capital replacements made to or acquired for the Premises, Building, and the portion of the remainder of the Project allocable to the Building, which capital costs, or an allocable portion thereof, shall be amortized over the period determined by Landlord, together with interest on the unamortized balance at 10%; (6) assessments, association fees and all other costs assessed or charged under the CC&Rs, if any, that are attributable to the Premises, the Building and/or the portion of the remainder of the Project allocable to the Building in connection with any property owners or maintenance association or operator; (7) the cost to service and maintain the HVAC System; (8) the wages, salaries, and benefits of persons (excluding executive personnel of Landlord or manager and personnel to the extent engaged in the development and/or leasing of the Premises, the Building and/or the portion of the remainder of the Project allocable to the Building) who provide management, repair, maintenance or access control, operational support, bookkeeping and accounting, and related services to the Premises, Building, and/or the Project; and (9) the cost of equipment, tools and materials used in connection with any of the foregoing, including accounting and/or property management software licenses. In addition, the Operating Expense to be allocated to Tenant under this Lease shall include a management fee equal to 5% of the Base Rent and Additional Rent for the Project to reimburse Landlord for expenses incurred to any third party or affiliate management company and/or for administration of the Project provided by Landlord. Operating Expenses shall not include: (a) repairs to the extent covered by insurance proceeds that are actually received by Landlord, or paid by Tenant or other third parties; (b) alterations solely attributable to tenants of the Project other than Tenant; (c) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease; (d) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Project; or (e) the cost to Maintain the structural portions of the roof (i.e., joists and decking) and structural portion of exterior walls as set forth in the "Repair and Maintenance" Section of this Lease. With respect to any Project with multiple buildings, Landlord will apportion among the Building and any other buildings at the Project any of the foregoing expenses not directly

related to a particular building at the Project based on the relative rentable square feet of each.

- AA.** “Rent” means Base Rent and all Additional Rent payable under this Lease.
- BB.** “Rules and Regulations” means the rules and regulations of the Project as reasonably established by Landlord from time to time.
- CC.** “SNDA” means a subordination, non-disturbance and attornment agreement.
- DD.** “Systems” means any electrical, mechanical, plumbing, heating, ventilating, air conditioning, sprinkler, life safety or security systems serving the Building or Project.
- EE.** “Taken” or “Taking” means acquisition by a public authority under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof.
- FF.** “Taxes” means (a) all taxes, assessments, supplementary taxes, possessory interest taxes, levies, fees, exactions and other governmental charges, together with any interest, charges, and fees in connection therewith, which are assessed, levied, charged, conferred or imposed by any public authority upon the Premises, the Building, the portion of the remainder of the Project allocable to the Building, or any other improvements, fixtures, equipment or other property located at or on the Premises, the Building, or the portion of the remainder of the Project allocable to the Building, any excise, use, margin, transaction, sales or privilege taxes, assessments, levies or charges and other taxes assessed or imposed upon the rents payable to Landlord under this Lease (excluding net income taxes imposed on Landlord unless such net income taxes are in substitution for any Taxes payable hereunder), including but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Premises, Building, or the portion of the Project allocable to the Building, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the share of the Premises, Building and portion of the Project allocable to the Building of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Premises, Building and the portion of the Project allocable to the Building, (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Premises, Building or the portion of the Project allocable to the Building, and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. With respect to any Project with multiple buildings, Landlord will apportion among the Building and any other buildings at the Project any of the

foregoing expenses not directly related to a particular building at the Project based on the relative rentable square feet of each.

- GG.** “Tenant Party” or “Tenant’s Parties” means Tenant’s and Tenant’s affiliates’ employees, agents, customers, visitors, representatives, invitees, licensees, contractors, assignees or subtenants.
- HH.** “Tenant’s Property” means all fixtures, furniture, equipment (including any racking and/or telecommunications, data and/or security equipment), merchandise, inventory, and all other personal property and other contents contained within the Premises whether installed in, or brought upon, the Premises by Tenant, a Tenant Party or Tenant’s assignees, subtenants or occupants.
- II.** “Term” means the period commencing on the Lease Commencement Date and ending on the Lease Expiration Date.
- JJ.** “Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Lease, or (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises. If the entity(ies) which directly or indirectly controls the voting shares/rights of Tenant (other than through the ownership of voting securities listed on a recognized securities exchange) changes at any time, such change of ownership or control shall constitute a Transfer.
- KK.** “Use” means having a right to possess, use, or occupy the Premises

3. TIME IS OF ESSENCE

All time limits stated in this rental agreement are of the essence of this agreement.

4. SERVICE OF NOTICE

All notices, statements, demands, requests, consents, approvals, or authorizations, hereunder given by either party to the other shall be in writing and sent by overnight mail, registered or certified mail, postage prepaid and addressed as follows: To Tenant – Dekalb County Fire Rescue Attn: Fire Chief 1950 West Exchange Place, Tucker, Georgia 30084 ; To Landlord, - the same shall be sent to the below addresses or to such other addresses Landlord may from time to time designate by notice to Tenant.

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate
Management LLC
90 Park Avenue 32nd Floor
New York, New York 10016
Attention: General Counsel

and

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate
Management LLC
602 West Office Center Drive, Suite 200
Fort Washington, Pennsylvania 19034
Attention: Lease Administration
Email: leaseadministration@linklogistics.com

With a copy, with respect to certificates of insurance, to TenantCOI@linklogistics.com

Notwithstanding the foregoing, notices sent by Landlord regarding general property operational matters may be sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose; provided further, notices may be sent by Landlord to Tenant pursuant to the tenant/customer portal as described in **Exhibit D.**

5. COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord covenants that Landlord is seized of the said demised premises in fee simple absolute. Landlord agrees that the Tenant, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, within any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever, subject to the terms and provisions of this Lease, all Applicable Laws, and the terms of any recorded documents encumbering the Premises. If the Landlord's title shall come into dispute or litigation, the Tenant may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

6. NOTICE OF APPOINTMENT OF AGENT

Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the demised premises until notice of the appointment and the extent of the authority of such agent shall be given to the Tenant by the party appointing such agent.

7. CHANGE IN OWNERSHIP OF PREMISES; SUBORDINATION

No change or division in the ownership of the rented premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of

the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

This Lease shall unconditionally be and at all times remain subject and subordinate to any Mortgage now or in the future affecting the Premises, all without the necessity of Tenant executing further instruments to effect such subordination. This clause shall be self-operative, but Tenant shall execute and deliver to Landlord, within 10 days after Landlord's request, any further instruments confirming the subordination of this Lease and any further instruments of attornment that a Mortgagee may reasonably request, including an SNDA in the form reasonably required by the applicable Mortgagee. Notwithstanding anything to the contrary contained in this Section, the holder of any such Mortgage may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in the event such Mortgagee shall have the same rights with respect to this Lease as though this Lease has been executed prior to the execution, delivery and recording of such Mortgage. No Mortgagee shall: (a) be obligated to cure any default of Landlord; (b) be bound by (i) any payment of Base Rent for more than 1 month in advance, (ii) the obligation for any broker commission(s), or (iii) any amendment or modification of this Lease made without the express written consent of such Mortgagee; and (c) be liable for, nor subject to, (i) any offsets or defenses which Tenant may have by reason of any act or omission of Landlord under this Lease, or (ii) for the return of any sums which Tenant may have paid to Landlord under this Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Mortgagee. The provisions of the "Damage and Destruction" and "Condemnation" Sections above notwithstanding, Landlord's obligation to restore the Premises after a casualty or condemnation shall be subject to the consent and prior rights of any Mortgagee. If any Mortgagee refuses to allow Landlord to restore the Premises for any reason and such Mortgagee's refusal prevents Landlord from fulfilling its obligations under the "Damage and Destruction" and "Condemnation" Sections above, then Tenant shall have as its sole remedy with respect to such failure by Landlord to fulfill these obligations the right to terminate this Lease. Tenant agrees to give any Mortgagee a written copy of any notice of default served upon the Landlord by Tenant concurrently with delivery to Landlord, provided that, prior to such notice, Tenant has been notified in writing of the address of such Mortgagee.

8. BINDING EFFECT ON HEIRS, ASSIGNS, ETC.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this rental agreement shall apply, extend to, by binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the premises aforesaid during the term of this rental agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representative, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

9. TENANT'S ACCEPTANCE OF PREMISES IN ITS EXISTING CONDITION

At the commencement of the term, the Tenant shall accept the buildings, improvements, and any equipment on or in the leased premises in their existing condition. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Landlord as to such condition, or as to the use that may be made of such property. In no event shall the Landlord be liable for any defect in such property or for any limitation on its use.

10. DESTRUCTION OF OR DAMAGE TO PREMISES

If at any time during the Term all or a portion of the Premises are damaged by a fire or other casualty, then Tenant shall promptly notify Landlord. Within 60 days after Landlord becomes aware of such damage, Landlord shall inform Tenant of the amount of time Landlord reasonably estimates to restore the Premises (including the restoration of any Alteration made by Landlord), except for modifications required by Applicable Laws, and excluding the repair, restoration or replacement of the fixtures, equipment, or Alterations made by Tenant or a Tenant Party. If the restoration time is estimated to exceed 9 months from the issuance of all required permits, then either Tenant (unless the damage was caused by Tenant's negligence or intentional act) or Landlord may elect to terminate this Lease effective as of the date of fire or other casualty by giving notice to the other within 15 days after Landlord's notice, and Tenant shall promptly remove any salvageable personal property it seeks to retain from the Premises if Landlord deems the Premises safe for entry. In addition, Landlord shall have the right to terminate this Lease, if the loss is not covered by insurance, within 30 days of receiving notice of this fact. If this Lease is not, or cannot be, terminated in accordance with the foregoing, then, subject to receipt of sufficient insurance proceeds and delays due to Force Majeure, Landlord shall commence to restore the Premises (including any Alterations made by Landlord) to substantially the same condition that existed immediately prior to the fire or other casualty, except for modifications required by Applicable Laws, and excluding the repair, restoration or replacement of the fixtures, equipment, or Alterations made by Tenant or a Tenant Party. Notwithstanding the foregoing, each of Tenant (unless the damage was caused by Tenant's negligence or intentional act) and Landlord may terminate this Lease if the Premises are damaged by a fire or other casualty during the last year of the Term and Landlord reasonably estimates that it will take more than 3 months to repair such damage. Rent shall be abated from the time of a fire or other casualty until Landlord's repair and restoration obligations are completed by the percentage equal to the area of the Premises that is untenable, if any, divided by the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided in this Section, Tenant waives any right to terminate this Lease by reason of damage or casualty loss. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from a fire or other casualty or the repair thereof. Tenant shall not interfere with or delay, and instead cooperate with Landlord, in Landlord's completion of Landlord's repair and restoration obligations. Tenant agrees that the terms

of this Section shall govern any damage or destruction and shall accordingly supersede any contrary statute or rule of law.

11. USE OF PREMISES

Tenant shall use the property solely for warehouse, distribution and storage uses with ancillary offices to accommodate Fire Rescue Departmental operations and for no other purpose (the "Permitted Use"). Tenant agrees to use the Premises for the Permitted Use, and for no other use or purpose. Tenant must comply with the Rules and Regulations, a copy of which is attached as **Exhibit C**. Tenant will, at its sole cost, comply with, and cause Tenant's Parties to comply with, all Applicable Laws pertaining to the Premises or Tenant's use or occupancy of the Premises, and obtain any permits, approvals, or licenses required for such use and occupancy (other than those Landlord has expressly agreed to obtain as part of Landlord Work, if applicable). Tenant shall not use the Premises in any manner that would cause the Premises or the Project to be considered a "place of public accommodation" under the ADA. If an Alteration to the Premises or the Project becomes required under any Applicable Law, or requested in a citation issued by a governmental authority, as a result of (i) Tenant's particular use of the Premises (as opposed to warehouse and distribution with ancillary office uses in general), or (ii) any Alterations performed by or at the request of Tenant, then Tenant shall upon Landlord's demand make such required Alteration at Tenant's sole cost or pay Landlord the cost incurred by Landlord for the Alteration. Landlord makes no warranty that the Permitted Use is permitted for the Premises under Applicable Laws.

12. LANDLORD'S RIGHT OF ENTRY

Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (including by telephone or email) and without notice in case of an emergency, and to undertake the following: (i) to inspect, monitor, investigate, test or Maintain the Premises and/or the Project; (ii) to verify Tenant is complying with its obligations hereunder; (iii) to perform Landlord's obligations hereunder; (iv) to make permitted, or inspect Tenant's, Alterations; (v) to install, use, Maintain, alter or relocate any pipes, ducts, conduits, wires, equipment and other facilities in the Common Areas or at the Project; (vi) to install, Maintain and operate conduit cabling within the utility and/or conduit ducts and risers at the Project; or (vii) to show the Premises for the purpose of sale, insurance or financing, and, during the last 12 months of the Term (or following any Event of Default), leasing the Premises to another tenant. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after normal business hours. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights. The entry and authority granted to Landlord under this Section shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

13. REPAIRS AND MAINTENANCE

- a. **Tenant Obligations.** Except as otherwise expressly provided in the “Landlord Obligations” Section below, Tenant, at Tenant’s sole cost and expense, shall Maintain the Premises in good, clean and safe condition, including, without limitation, the following: (a) the Systems exclusively serving the Premises (including, without limitation, exterior lighting and supplemental life safety systems relating to Tenant’s use of the Premises, specialty sprinkler systems and fire suppression systems); (b) all fixtures and equipment in the Premises (including, without limitation, the floor/concrete slab, subfloors and floor coverings, all interior and exterior doors and windows, all dock equipment (including dock doors, levelers, bumpers, dock shelters, ramps and dock lights) and all telephone, telecommunications, data and other communication lines and equipment); (c) any fencing exclusively serving the Premises; and (d) the demarcation point or any other point of utility hook up or connection, in each case, relating to utilities used by Tenant. In addition to the foregoing, Tenant, at its sole cost, shall be responsible for the following: security; interior pest control; interior window cleaning; janitorial; trash and recyclables collection services (including dumpsters); elevators; office/warehouse lighting (including all bulbs and ballasts); and ceiling tiles. Tenant Maintenance work shall be subject to the applicable provisions of the “Alterations; Liens” Section of this Lease below. Unless otherwise directed by Landlord, Tenant, at Tenant’s sole cost, shall enter into a regularly scheduled preventive maintenance/service contract (“**Service Contract**”) with a maintenance contractor reasonably acceptable to Landlord for servicing (a) HVAC System in compliance with **Exhibit E** attached hereto, and (b) all dock equipment exclusively serving the Premises. Tenant shall deliver full and complete copies of the Service Contract (and any other service contracts entered into by Tenant) to Landlord at the commencement of each Lease Year and upon demand from Landlord. All Maintenance by Tenant shall utilize materials and equipment that meet or exceed the quality originally used in constructing the Building and Premises. In the event Tenant fails, in the reasonable judgment of Landlord, to Maintain the Premises to Landlord’s reasonable satisfaction, which failure continues at the end of 15 days following delivery of notice by Landlord to Tenant describing such failure, or in the case of an emergency immediately without prior notice, Landlord shall have the right to enter the Premises and perform such Maintenance at Tenant’s sole cost and expense (including a sum for overhead to Landlord equal to 10% of the costs of maintenance, repairs or refurbishing). Tenant shall maintain written records of Maintenance and deliver copies thereof to Landlord upon request. Notwithstanding anything contained in this Lease to the contrary, Tenant shall be solely responsible for all costs and expenses incurred by Landlord for any Alterations, or other Maintenance made necessary because of the acts or omissions of Tenant or any Tenant Party (including, without limitation, Tenant Alterations and/or Tenant Maintenance work, Tenant’s special or particular use of the Premises and Tenant voiding a warranty that would otherwise have covered a cost), in each case, to the extent not covered by applicable insurance proceeds paid to Landlord (Tenant being responsible for Landlord’s commercially reasonable deductible notwithstanding the waiver of claims set forth in the “Mutual Waiver of Subrogation” subsection above).

- b. **Landlord Obligations.** Landlord shall: (a) at Landlord's sole expense, without reimbursement from Tenant, (i) Maintain the Building footings, foundations, structural steel columns and girders, and (ii) replace, to the extent necessary and appropriate (as reasonably determined by Landlord), the (1) structural portions of the roof (i.e., joists and decking), and (2) structural portion of exterior walls; and (b) as an Operating Expense, Maintain (i) the non-structural portions of the Building exterior walls (including, without limitation, exterior façade painting and caulk repair) and roof (including, without limitation, insulation, flashings and membrane); (ii) the life safety systems (including, but not limited to, fire sprinkler systems, fire pumps and fire alarm panels and devices); (iii) the main utility lines to the point of connection into the Building (e.g., main electricity and water/sewer service to the Building); (iv) any Systems not exclusively serving the Premises or the leased premises of another tenant; (v) the irrigation systems, storm water facilities and detention ponds; and (vi) the Common Areas (including, without limitation, any fencing (other than fencing exclusively serving the Premises), exterior landscaping, asphalt/concrete, sidewalks, parking areas, loading areas and driveways). In addition to the foregoing, Landlord shall, as an Operating Expense, be responsible for the following: snow and ice removal; exterior pest control; exterior window cleaning; exterior stair systems; and sanitary lift stations. Notwithstanding the foregoing, Landlord shall not be required to make any repairs resulting from fire or other casualty or a Taking, except as provided in "Damage and Destruction" and "Condemnation" Sections below. Landlord may change the shape and size of the Common Areas, including the addition of, elimination of or change to any improvements located in the Common Areas, so long as such change does not materially adversely affect Tenant's ability to use the Premises for the Permitted Use. Tenant shall immediately notify Landlord in writing if Tenant becomes aware of (a) any areas of water intrusion or mold in or about the Premises, or (b) any condition that is Landlord's responsibility to Maintain.

14. **DEFAULT**

- a. **Event of Default.** The occurrence of any of the following events shall, at Landlord's option, constitute an "**Event of Default**":
- i. Tenant fails to pay in full any and all Rent when due and, if written notice to the Tenant of such failure is required under this Lease, the failure continues for a period of 3 days after written notice to Tenant.
 - ii. Tenant (a) makes a general assignment for the benefit of creditors, (b) commences any Proceeding for Debt Relief, (c) becomes the subject of any Proceeding for Debt Relief that is not dismissed within 60 days of its filing or entry, or (d) is dissolved or fails to maintain its legal existence (if Tenant or Guarantor is a corporation, partnership or other entity).
 - iii. Tenant enters into or permits any Transfer in violation of the "Assignment and Subletting" Section below.

iv. Tenant fails to maintain insurance as required by the “Insurance” Section above.

v. Tenant fails to observe or comply with any provision of this Lease and, if written notice to the Tenant of such failure is required under this Lease, the failure continues for a period of 10 days after written notice to Tenant (extended to 30 days if the default cannot reasonably be cured within such 10 days, and Tenant has begun to cure the default).

b. **Landlord’s Remedies.** Upon any Event of Default, Landlord shall have the right to pursue any of the following remedies, without notice or demand, in addition to any other remedies available to Landlord under this Lease, at law or in equity, all of which shall be cumulative and nonexclusive:

- i. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may enter and take possession of the Premises and remove Tenant and any other person occupying the Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant the following: (a) all accrued and unpaid Rent accrued through the date of termination; (ii) the cost to Landlord, not yet amortized through the date of termination in accordance with generally accepted accounting principles, of the Alterations paid for and installed by Landlord pursuant to this Lease; (iii) the Costs of Reletting; (iv) the positive difference, if any, of the present value of the Rent, less the present value of the then fair market rental value for the Premises, for the remainder of the Term had this Lease not been terminated, such present value computed in each case using a discount rate of 9% per annum; (v) any damages in addition thereto, including reasonable attorneys' fees, court costs, and collection services, and costs to remove and store Tenant’s Property, which Landlord sustains by reason of the breach of any of the terms, conditions and covenants of this Lease; and (vi) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by law.
- ii. Landlord may enter the Premises without terminating this Lease, and in its discretion remove any property from the Premises, and relet the Premises or any part thereof for the account of Tenant, upon such terms as Landlord in Landlord’s sole discretion shall determine. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. In connection with such reletting, Landlord may make repairs, alterations, and additions to the Premises to the extent deemed reasonably necessary by Landlord, and Tenant shall upon demand pay the cost thereof. Landlord may collect the rents from any such reletting and apply the same first to the payment of the repairs, alterations, additions, expenses of re-entry, attorney’s fees, court costs, collection services, and leasing commissions and second to the payment of Rent to be paid by Tenant, and any excess or residue shall operate only as an offsetting

credit against the amount of Rent as the same thereafter becomes due and payable hereunder. No such re-entry or repossession, repairs, alterations and additions or reletting shall be construed as an eviction or ouster of Tenant or as an election by Landlord to terminate this Lease unless written notice thereof is delivered by Landlord to Tenant, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder. Landlord may at any time sue and recover judgment for any damages remaining after the application of proceeds from any such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

- iii. Landlord may, without any obligation to do so, cure the default on behalf of Tenant, in which case Landlord may enter the Premises without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. Tenant agrees to pay Landlord an amount equal to 110% of any expenses that Landlord may incur in curing the default, including without limitation, attorney's fees, together with interest thereon at the Applicable Interest Rate from the date of expenditure.
- c. **Notice.** Notice periods provided for in this Lease shall run concurrently with any statutory notice periods, and any notice given hereunder may be given simultaneously with or incorporated into a statutory notice. Notwithstanding any provision to the contrary in this Lease, (a) Landlord shall not be required to give Tenant any notice or opportunity to cure any specific monetary or non-monetary default that occurs more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any notice or cure rights provided under this Lease, and (b) Landlord shall not be required to give any notice or cure period as described in the "Events of Default" subsection above for a breach of the "Memorandum of Lease" subsection or any other covenant by Tenant that has a separate notice and/or cure period (e.g., Tenant's failure to provide an estoppel on 10 days' notice as described in the "Estoppel; Financials" subsection below shall be an Event of Default without the requirement to provide additional notice), or in an emergency.
- d. **General.** Tenant waives, for itself and all those claiming by, through or under Tenant, by order or judgment of any court or any legal process or writ, this Lease and Tenant's right of occupancy of the Premises after any termination. Exercise by Landlord of any right or remedy shall not be deemed to be an acceptance of surrender of the Premises, a termination of this Lease by Landlord or a release of Tenant from any of its obligations hereunder. No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights or remedies with respect to any breach. Efforts by Landlord to mitigate the damages caused by Tenant's default shall not constitute a waiver of Landlord's

right to recover damages hereunder. No right or remedy conferred upon Landlord is intended to be exclusive of any other right or remedy provided herein or at law or in equity, and each right or remedy shall be cumulative and nonexclusive and in addition to every other right or remedy given herein or at law or in equity. No payment by Tenant or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be a waiver of Landlord's right to recover the balance due, which is expressly reserved, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction. Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to relet the Premises or collect rent due in respect of such reletting. If either party commences an action against the other party arising out of or in connection with this Lease, then the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery and other litigation costs, including costs of appeal. LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON OR RELATED TO THE SUBJECT MATTER OF THIS LEASE.

- e. **Mitigation**. In the event of a default under this Lease, Landlord and Tenant shall each use commercially reasonable efforts to mitigate any damages resulting from a default of the other party under this Lease.
 - i. Landlord's obligation to mitigate damages after a default by Tenant shall be satisfied in full if Landlord undertakes to lease the Premises to another tenant (a "**Substitute Tenant**") in accordance with the following criteria:
 - a. Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant.
 - b. Landlord shall not be obligated to offer the Premises to a Substitute Tenant when other premises in the Building or other buildings owned by Landlord or an affiliate of Landlord suitable for that prospective tenant's use are (or soon will be) available.
 - c. Landlord shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar space, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord under Landlord's then current leasing policies for comparable space.
 - d. Landlord shall not be obligated to enter into a lease with any proposed tenant whose use would: (a) disrupt the tenant mix or

balance of the Building; (b) violate any restriction, covenant, or requirement contained in the lease of another tenant of the Building; (c) adversely affect the reputation of the Building; or (d) be incompatible with the operation of the Building.

- e. Landlord shall not be obligated to enter into a lease with any proposed Substitute Tenant (a "**Substitute Lease**") which does not have, in Landlord's reasonable opinion, sufficient financial resources or operating experience to operate the Premises in a first-class manner.
 - f. Landlord shall not be required to expend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a proposed Substitute Tenant unless: (a) Tenant pays any such sum to Landlord in advance of Landlord's execution of a Substitute Lease with such Substitute Tenant (which payment shall not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease); or (b) Landlord, in Landlord's sole and absolute discretion, determines that any such expenditure is financially justified in connection with entering into any such Substitute Lease.
- ii. Upon compliance with the above criteria regarding the releasing of the Premises after a default by Tenant, Landlord shall be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any law or judicial ruling in effect on the date of this Lease or at the time of Tenant's default, and Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord, unless and to the extent Landlord maliciously or in bad faith fails to act in accordance with the requirements of this Section.

Tenant's right to seek damages from Landlord as a result of a default by Landlord under this Lease shall be conditioned on Tenant taking all actions reasonably required, under the circumstances, to minimize any loss or damage to Tenant's property or business, or to any of Tenant's Parties, or other third parties that may be caused by any such default of Landlord.

15. **HOLDING OVER**

If Tenant remains in possession of all or any part of the Premises after the Lease Expiration Date, then such holding over shall be a tenancy at sufferance, for the entire Premises,

subject to the terms and conditions of this Lease, except that Tenant shall pay monthly installments of Rent (determined on a per month basis without reduction for partial months during the holdover) equal to 200% of the monthly installment of Rent in effect immediately prior to such holding over. This Section shall not be construed as Landlord's permission for Tenant to holdover. Acceptance of Rent by Landlord following expiration or termination shall not constitute an extension of the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Notwithstanding any provision in this Lease to the contrary, any holdover by Tenant shall constitute an Event of Default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the case of an Event of Default by Tenant. If Tenant remains in possession of all or any part of the Premises after the Lease Expiration Date, then Tenant shall indemnify and hold Landlord harmless from and against all Losses (including, without limitation, consequential damages) resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the Lease Expiration Date and any related attorneys' fees and brokerage commissions.

16. CONDEMNATION

If all of the Premises is Taken, then this Lease shall terminate. If any part of the Premises is Taken and (i) Landlord determines the Taking would materially interfere with or impair its ownership or operation of the Project, (ii) Landlord determines the portion not Taken is insufficient in Landlord's discretion for the reasonable operation of Tenant's business, or (iii) in Landlord's opinion it would be impractical or the condemnation proceeds insufficient to restore the remainder, then, in each case, upon written notice by Landlord, this Lease shall terminate. In the event this Lease is terminated in accordance with either of the foregoing sentences, then this Lease shall terminate as of the date the condemning authority takes possession and Rent shall be apportioned as of said date. If this Lease is not terminated after a Taking, then, subject to any delays due to Force Majeure, Landlord shall restore the Premises (including any Alterations made by Landlord) to a condition as near as reasonably possible to the condition prior to the Taking (except for modifications required by Applicable Laws, and excluding the repair, restoration or replacement of the fixtures, equipment, or Alterations made by Tenant or a Tenant Party), and the Rent payable hereunder during the unexpired Term shall be reduced to reflect the Taking as reasonably determined by Landlord. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent the same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for compensation for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items can be made to Tenant. Tenant agrees that the terms of this Section shall govern any Taking and shall accordingly supersede any contrary statute or rule of law.

17. RUBBISH REMOVAL

Tenant shall keep the premises clean, both inside and outside, at Tenant's own expense, and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said premises.

18. ENVIRONMENTAL MATTERS

Tenant shall not cause nor permit, nor allow any of Tenant's Parties to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, in, under or about the Premises or the Project, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. Tenant shall not install, operate or maintain any above or below grade tank, sump, pit, pond, lagoon or other storage or treatment vessel or device at the Project without Landlord's prior written consent which may be withheld in Landlord's sole discretion. Tenant shall neither create nor suffer to exist, nor permit any Tenant Party to create or suffer to exist, any lien, security interest or other charge or encumbrance of any kind with respect to the Project, including without limitation, any lien imposed pursuant to Section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute. As defined in Environmental Laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Tenant and Tenant's Parties shall immediately notify Landlord and the respective property manager in writing of the violation of any Environmental Law or presence or suspected presence of any Hazardous Materials (other than office and janitorial supplies as permitted above) in, on, under or about the Premises or the improvements or the soil or groundwater thereunder. Landlord shall have the right to enter upon and inspect the Premises and to conduct tests, monitoring and investigations. Within 10 days following receipt by Tenant of a written request therefor from Landlord (which request shall not be made more often than annually), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, generated, used or disposed of on, in, under or about the Premises for the 12-month period prior to and after each such request, or which Tenant intends to store, generate, use or dispose of on, in, under or about the Premises. Similarly, within 10 days of written request from Landlord, Tenant will complete a certification as to its compliance with this Section. Landlord may conduct environmental testing, including "Phase I", around the Lease Expiration Date and treat as an Operating Expense. Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless the Indemnitees from and against any and all Losses of or in connection with (a) Tenant and/or any Tenant Party's breach of this Section, or (b) the presence of Hazardous Materials on, in, under or about the Premises, the Land, the Project or other property as a result (directly or indirectly) of Tenant's and/or any Tenant Party's activities, or failure to act, in connection with the Premises, the Project or this Lease. This indemnity shall include, without limitation, any Losses arising from or in connection with (i) the effects of any contamination or injury to person, property or the environment created

or suffered by Tenant or a Tenant Party, (ii) the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (iii) interest, penalties and damages arising from claims brought by or on behalf of employees of Tenant (with respect to which Tenant waives any right to raise as a defense against Landlord any immunity to which it may be entitled under any industrial or worker's compensation laws), and (iv) fees, costs or expenses incurred for the services of attorneys, consultants, contractors, experts, laboratories, and all other costs incurred in connection with the investigation, monitoring or remediation of such Hazardous Materials or violation of such Environmental Laws. Landlord shall have the right to direct any and all remediation activities, all of which shall be performed at Tenant's sole cost. Neither the written consent by Landlord to the presence of Hazardous Materials on, in, under or about the Premises, nor the strict compliance by Tenant with all Environmental Laws, shall excuse Tenant from Tenant's obligation of indemnification pursuant hereto. Tenant's obligations pursuant to the foregoing indemnity shall survive the Lease Expiration Date.

19. ALTERATIONS; LIENS

- a. **Alterations.** Tenant, at its sole cost, may install necessary trade fixtures, equipment and furniture in the Premises (it being agreed that such installation shall not be deemed an Alteration), provided that the installation and removal of them will not affect any structural portion of the Project, any System or any other equipment or facilities serving the Project or any occupant. Except for any Alterations or Tenant Maintenance work that, in either instance, (a) does not exceed \$10,000.00 in the aggregate, (b) is not visible from the exterior of the Premises, (c) does not affect any System or any structural components of the Project, and (d) does not require penetrations into, or work within, the floor, ceiling or walls, Tenant shall not construct, nor allow to be constructed, any Alterations or Tenant Maintenance work in the Premises or on the Project without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. With respect to any Alterations or Tenant Maintenance work made by or on behalf of Tenant (whether or not it requires Landlord's consent): (a) not less than 10 days prior to commencing any Alteration or Tenant Maintenance work, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration or Tenant Maintenance work, together with certificates evidencing that Tenant's contractors and subcontractors have insurance coverage to Landlord's reasonable satisfaction; (b) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor; (c) the Alteration or Tenant Maintenance work shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Applicable Laws and the plans and specifications delivered to and approved by Landlord; (d) the Alteration or Tenant Maintenance work must be completed by Tenant promptly after the commencement thereof and performed in accordance with Landlord's reasonable requirements relating to sustainability and energy efficiency; (e) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any

supervision or inspection of the construction Landlord deems necessary; and (f) upon Landlord's request Tenant shall, prior to commencing any Alteration or Tenant Maintenance work, provide Landlord reasonable security against liens arising out of such construction. Upon completion, Tenant shall furnish Landlord with (i) "as-built" plans (in CAD format, if requested by Landlord) for Alterations, completion affidavits and full and final waivers of lien, and (ii) the warranties from Tenant's contractor(s), which shall be for the benefit of Landlord as well as Tenant. Any Alteration by Tenant shall be the property of Tenant until the Lease Expiration Date; at that time Tenant, at its sole cost, shall remove any Alteration(s) and repair all damage caused by the installation or removal thereof and will restore the Premises or the Project to the condition existing prior to Tenant's Alteration; provided, however, at the Lease Expiration Date, and at Landlord's sole option, without payment by Landlord, Landlord may require Tenant to leave any Alteration(s) at the Premises, in which event they shall become the property of Landlord.

- b. **Liens.** Tenant, at its sole cost, shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises free of all mechanics' and materialmen's liens. Tenant, at its sole cost, shall remove any such lien within 15 days after notice from Landlord. If Tenant fails to do so, an Event of Default by Tenant shall have occurred, and Landlord may bond, insure over or pay the amount necessary to cause such removal, whether or not such lien is valid, and charge the Tenant such amount, together with reasonable attorneys' fees and expenses, in addition to all other remedies Landlord has under this Lease, at law or in equity.

20. REPAIRS

The Tenant shall not cause or permit any waste, damage, or injury to the premises. The Tenant, at its expense, shall keep the premises as now or hereafter constituted with all improvements made thereto in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements, and renewals, whether ordinary or extraordinary, foreseen or unforeseen, including all structural repairs, necessary to maintain the premises. All repairs, replacements, and renewals shall be at least equal in quality of materials and workmanship to that originally existing in the premises. The Landlord shall in no event be required to make any repair, alteration, or improvement to the premises. Any equipment and materials replaced by the Tenant shall belong to the Tenant, and all proceeds from their disposition may be retained by the Tenant. Without waiving its sovereign immunity, Tenant shall and does hereby agree to assume responsibility (without assuming liability) and reimburse Landlord for claims, suits, obligations, losses, damages, penalties, actions, costs and expenses (including reasonable attorneys' fees) growing out of injuries to persons (including death) or damages to property finally determined to be attributable to the use of the premises as provided in this Agreement, and excepting only those situations where the injuries and damages claimed have been caused by reason of the sole negligence on the part of the Landlord, its agents or employees.

21. ENTRY FOR INSPECTION AND REPAIRS, ALTERATIONS, OR ADDITIONS

Tenant shall permit Landlord and Landlord's agents or employees, to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the premises.

22. ASSIGNMENT AND SUBLETTING

Except as provided below with respect to Landlord's recapture rights, Tenant shall not enter into nor permit any Transfer, whether voluntarily or involuntarily or by operation of law, without Landlord's prior written approval in a consent agreement or other writing, which approval shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (a) the proposed transferee is an existing tenant or affiliate of an existing tenant of Landlord or any of its affiliates, or Landlord or its affiliates are in discussions with such proposed transferee for space that is comparable or otherwise meets the business needs of proposed transferee, (b) the business, business reputation or creditworthiness of the proposed transferee or business use is unacceptable to Landlord in its sole discretion, (c) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee, (d) the proposed transferee is any entity or person that would be deemed a "related party tenant" of Landlord or any entity controlling, controlled by, or under common control with, Landlord, or I Tenant is in default under this Lease. Notwithstanding the foregoing, Landlord's consent shall not be required in the event of any Transfer by Tenant to any of its Affiliates, provided the Affiliate has a tangible net worth at least equal to that of Tenant as of the date of this Lease, and Tenant and the transferee otherwise comply with the terms and conditions of this Section. If Tenant desires to undertake a Transfer, then Tenant shall deliver to Landlord (a) written notice at least 15 days prior thereto, which includes current financial statements of the proposed transferee certified by an officer of the transferee, complete copies of the proposed Transfer documents and any other information Landlord reasonably requests, and (b) on or before the effective date of the Transfer, an assumption agreement or sublease, as applicable, reasonably acceptable to Landlord (executed by Tenant and the transferee), together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant hereunder. Whether or not a Transfer is consummated or approval is granted, Tenant shall pay Landlord (i) an administrative fee in the amount of \$2,500.00, and (ii) reasonable attorneys' and financial consultant's fees incurred in the review of such proposed Transfer. This Lease may not be assigned by operation of law. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section shall be void at the option of Landlord. Tenant shall not collaterally assign, mortgage, pledge, hypothecate or otherwise encumber this Lease or any of Tenant's rights hereunder.

In the event of (a) an assignment of this Lease to a party other than Tenant's Affiliate, or

(b) subletting of more than 20% of the rentable square footage of the Premises for more than 50% of the remaining Term (excluding unexercised options), Landlord shall have the right to recapture the entire Premises or the portion of the Premises that Tenant is proposing to sublease. If Landlord exercises its right to recapture, then this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. If Tenant receives rent or other consideration for any such Transfer in excess of the Rent, or in the case of a sublease of a portion of the Premises, in excess of such Rent that is fairly allocable to such portion, after appropriate adjustments to assure that all other payments required hereunder are appropriately taken into account, then Tenant shall pay Landlord 75% of the amount by which such payment of rent or other consideration exceeds the Rent required hereunder, after Tenant's recovery of its actual and reasonable attorney's fees, brokerage commissions and improvement allowances or improvement costs incurred directly in connection with such assignment or subletting, determined on a straight-line basis. Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment had been made.

Notwithstanding anything to the contrary contained in this Lease, if either Tenant or any other person having a right to Use the Premises shall enter into any lease, sublease, license, concession or other agreement for Use of all or any portion of the Premises (i) with any entity or person that would be deemed a "related party tenant" of Landlord or any entity controlling, controlled by, or under common control with, Landlord, or (ii) which provides for rental or other payment for such Use based, in whole or in part, on the net income or profits derived by any person that leases, possesses, uses, or occupies all or any portion of the Premises (other than an amount based on a fixed percentage or percentages of receipts or sales), then any such purported lease, sublease, license, concession or other agreement shall be null and void and ineffective as a Transfer of any right or interest in the Use of all or any part of the Premises.

Tenant will be responsible for all utility bills, including water, electricity, gas, fuel, oil, coal, light, heat, power, telephone service or any other utility used by the Tenant while occupying the said premises. Tenant will be responsible for maintenance of the HVAC equipment while occupying the said premises.

23. NOTICE TO LANDLORD OF DAMAGE OR DEFECTS

Tenant shall give to the Landlord prompt written notice of any accident to or any defects in the said premises and such damage or defects shall be remedied with due diligence by the Landlord at Landlord's own expense.

24. INSURANCE

- A. **LANDLORD.** Landlord shall maintain insurance policies insuring the Project against fire and extended coverage (including, if Landlord elects, “special cause of loss form” coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building (including coverage of any Alteration made by Landlord, but excluding coverage of Tenant’s Property and any Alterations made by Tenant or a Tenant Party), with deductibles in the form and endorsements of such coverage as selected by Landlord. Landlord can obtain its insurance through a blanket policy or captive insurance program. Landlord may also in its discretion obtain other coverage for the Project.
- B. **TENANT.** Tenant shall, at Tenant’s sole expense, obtain and keep in force at all times the following insurance in the following coverage amounts, which coverage amounts Landlord may reasonably increase from time to time upon reasonable advance written notice to Tenant in the event Tenant’s operations change or Landlord otherwise reasonably determines that such coverage amounts are inadequate under the circumstances:

Commercial General Liability Insurance (Occurrence Form). Commercial General Liability Insurance (“CGL Policy”) covering claims of bodily injury, personal injury and property damage arising out of Tenant’s operations and contractual liabilities, including coverage formerly known as broad form, on an occurrence basis, with primary limits of at least \$1,000,000 each occurrence and \$2,000,000 annual aggregate;

Automobile Liability Insurance. Business automobile liability insurance having a combined single limit of not less than \$1,000,000.00 per occurrence and including owned, hired or non-owned automobiles;

Workers’ Compensation and Employer’s Liability Insurance. Workers’ compensation insurance having limits not less than those required by applicable state and federal statute, and covering all persons employed by Tenant, including volunteers, in the conduct of its operations on the Premises, together with employer’s liability insurance coverage in the amount of at least \$1,000,000.00;

Property Insurance. “All risk” or “special cause of loss form” property insurance including coverage for vandalism, malicious mischief, sprinkler leakage and, if applicable, boiler and machinery comprehensive form, on a replacement cost basis, insuring (a) all Tenant’s Property, and (b) all Alterations made by Tenant or a Tenant Party, in each case, in an amount equal to the then applicable full replacement cost thereof. In the event property of Tenant’s invitees or customers are kept in the Premises or Project, Tenant shall maintain warehouse’s legal liability or bailee customers insurance for the full value of the property of such invitees or customers as determined by the warehouse contract between Tenant and its customer;

Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings for a period of not less than 12 months, attributable to all perils included in the “all risk” or “special cause of loss form” property insurance policy required above or attributable to prevention of access to the Premises as a result of such perils; and

Umbrella/Excess Insurance. An umbrella liability policy or excess liability policy having a limit of not less than \$5,000,000, which policy shall be in “following form” and shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. Such umbrella liability policy or excess liability policy shall include coverage for additional insureds.

General. Tenant’s insurance company shall be authorized to do business in the state in which the Premises is located and be rated at least “A VIII” (or higher if required by a Mortgagee) as determined by A.M. Best Company. Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in the form of ACORD 28 and ACORD 25-S (or in a form acceptable to Landlord in its reasonable discretion), on or before the Lease Commencement Date or any earlier date on which Tenant or any Tenant Party accesses the Premises and, at least 10 days prior to the expiration of any required coverage. Landlord, Landlord’s Mortgagee, if any, and any other party designated by Landlord, as their interests may appear, shall be named as additional insureds (“**Additional Insureds**”) under Insurance Services Office endorsement CG 20 10 04 13 or equivalent under all of the policies required in this “Insurance” Section, which (a) endorsement shall be included with Tenant’s certificates of insurance, and (b) policies shall provide for severability of interest and shall be primary as respects the Additional Insureds, and any insurance maintained by the Additional Insureds shall be excess and non-contributing. The limits and types of insurance maintained by Tenant shall not limit Tenant’s liability under this Lease. Tenant shall notify Landlord within 24 hours after the occurrence of any accidents or incidents in the Premises or the Project which could give rise to a claim under any of the insurance policies required under this “Insurance” Section. Tenant shall not be permitted to satisfy any of its insurance obligations set forth in this Lease with deductible amounts, or through any self-insurance or self-insured retention, in excess of \$25,000.00, without Landlord’s consent, subject to such additional conditions as Landlord may impose, in Landlord’s sole discretion.

- C. **MUTUAL WAIVER OF SUBROGATION.** Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered under the terms of any policy of property insurance, to the extent such releases or waivers are permitted under applicable law; provided, however, such waiver by Landlord shall not be effective with respect to Tenant’s liability described in the “Environmental

Matters” Section below. The failure of a party to insure its property shall not void this waiver. For purposes of this subsection, (but subject to the terms of the Tenant’s Obligations subsection below), any deductible with respect to a party’s insurance shall be deemed covered by, and recoverable by such party under, valid and collectible policies of insurance.

25. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING. TENANT SHALL LOOK SOLELY TO LANDLORD’S PREVIOUSLY DEFINED INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD INDEMNITEES. NEITHER LANDLORD NOR ANY LANDLORD INDEMNITEES SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD INDEMNITEES OR MORTGAGEES BE LIABLE TO TENANT FOR LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. LANDLORD SHALL NOT BE LIABLE FOR ANY BREACH UNLESS TENANT PROVIDES NOTICE SPECIFYING THE BREACH AND LANDLORD FAILS TO CURE THE BREACH WITHIN A REASONABLE PERIOD OF TIME AFTER DELIVERY OF THE NOTICE. WHENEVER LANDLORD TRANSFERS ITS INTEREST, LANDLORD SHALL BE AUTOMATICALLY RELEASED FROM FURTHER PERFORMANCE UNDER THIS LEASE AND FROM ALL FURTHER LIABILITIES AND EXPENSES HEREUNDER AND THE TRANSFEREE OF LANDLORD’S INTEREST SHALL ASSUME ALL LIABILITIES AND OBLIGATIONS OF LANDLORD HEREUNDER ARISING FROM THE DATE OF SUCH TRANSFER.

26. SURRENDER OF PREMISES

On the Lease Expiration Date, Tenant, at its sole cost, shall return possession of the Premises to Landlord in accordance with Tenant's obligations under this Lease, and otherwise in the condition described on **Exhibit F** attached hereto, ordinary wear and tear and damage by fire or casualty excepted. Conditions existing as a result of (i) Tenant's failure to Maintain the Premises or the Project, as required by this Lease, (ii) Tenant's failure to abide by the terms of this Lease or its default, or (iii) the presence of Hazardous Materials on, in, under or about the Premises, the Project or other property as a result (directly or indirectly) of Tenant's and/or any Tenant Party's activities, or failure to act, in connection with the Premises or the Project, shall not be deemed "ordinary wear and tear." On or before the Lease Expiration Date, Tenant, at its sole cost, shall remove Tenant's Property from the Project and repair all damage resulting from such removal and restore the Project to good order and condition, subject to the "Alterations; Liens" Section above. If Tenant fails to remove any of Tenant's Property as required hereunder, then Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord, and/or Landlord may at Tenant's expense remove and/or dispose of any Tenant's Property in any manner Landlord deems appropriate. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

27. TAXES AND ASSESSMENTS

Subject to Tenant's obligation to pay Operating Expenses and Taxes to Landlord under this rentable agreement, Landlord, during the said term of this rental agreement, agrees, and covenants to pay off, satisfy and discharge, as they become due, all Taxes.

28. REMOVAL OF IMPROVEMENTS, ERECTIONS AND ADDITIONS BY TENANT

Subject to Section 20 above, with the express consent of the Landlord first having been had and obtained, the Tenant may make, at Tenant's own expense, such improvements, erections and alterations as are necessary to adapt the premises for the conduct of the Tenant's business. All improvements, erections and additions installed in or placed upon the demised premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of the agreement. If the Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal. Tenant will be responsible for all of the build out of the interior of the premises.

29. REMOVAL OF FIXTURES BY TENANT

At any time before the expiration or termination of this agreement, Tenant shall have the right and privilege to remove all of Tenant's fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises.

30. WAIVER OF RIGHT

The waiver by Landlord, or by Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

31. ENTRY FOR CARDING, ETC.

Landlord may, within 180 days next preceding the expiration of the term of this agreement, card premises advertising the said premises "For Sale" or "For Rent". Landlord may enter the premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

32. ABANDONMENT OF RENTED PREMISES

During the term of this agreement Tenant agrees not to abandon or vacate the premises without cause, subject however to the provisions of paragraph 27 herein.

33. WASTE AND NUISANCE

Tenant shall not commit, or suffer to be committed any waste upon the said premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised premises may be located.

34. INVALIDITY OF PROVISION OR PORTION OF PROVISION

Should any provision or portion of such provision of said rental agreement be held invalid, the remainder of this said rental agreement or the remainder of such provision shall not be affected thereby.

35. MISCELLANEOUS

a. **Entire Agreement.** This Lease sets forth all of the agreements between Landlord and Tenant concerning the Premises; and there are no agreements either oral or written other than as set forth herein. This Lease may be modified only by a written agreement signed by an authorized representative of each of Landlord and Tenant.

b. **Time of Essence.** Time is of the essence with respect to Tenant's obligations and Landlord's obligations under this Lease; provided that, if any date herein set forth for the performance of any monetary obligations by Landlord or Tenant, or for the delivery of any instrument or notice, should be on a Saturday, Sunday or Legal Holiday, the compliance with such monetary obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday.

c. **Severability.** If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, then the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

d. **Law.** This Lease, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Lease, or the negotiation, execution or performance of this Lease, shall be governed by, and enforced in accordance with, the internal laws of the state where the Premises are located.

e. **Agency, Partnership or Joint Venture.** Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any other relationship beside landlord and tenant.

f. **Merger.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such sub-tenancies.

g. **Headings.** Section headings have been inserted solely as a matter of convenience and are not intended to define or limit the scope of any of the provisions contained therein.

h. **Signs.** Tenant shall not place any signs at the Project without the prior consent of Landlord, other than signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises. Tenant shall Maintain all signs installed by Tenant in good condition. Tenant shall remove its signs on or prior to the Lease Expiration Date, shall repair any resulting damage, and shall restore the Project to its condition existing prior to the installation of Tenant's signs.

i. **Brokers.** Tenant agrees that it has dealt with no brokers in connection with this Lease, except Ackerman and Co., as Landlord's Broker, and Wilson, Hull and Neal, as Tenant's Broker (the "**Brokers**"). Landlord agrees to pay any commission due by Landlord to the Brokers pursuant to a separate agreement. Tenant agrees to indemnify and hold Landlord harmless from

any and all claims for commissions or fees in connection with the Premises and this Lease from any other real estate brokers or agents with whom Tenant may have dealt.

j. **OFAC.** Tenant hereby represents, warrants and certifies that: (a) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, “Specifically Designated National or Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control (“**SDN**”); (b) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (c) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act, (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act, Directive 4 under Executive Order 14024 or any regulations promulgated pursuant thereto. For avoidance of doubt, if one or more blocked or banned persons own in the aggregate 50% or more of Tenant, or blocked or banned persons individually or collectively exercise control over Tenant, each such blocked or banned person will be considered a “controlling owner” for purposes of this subsection. If the foregoing representations are untrue at any time during the Term, Tenant shall notify Landlord immediately in writing, and an Event of Default will be deemed to have occurred, without the necessity of notice delivered by or to Tenant. The provisions of this subsection shall survive the Lease Expiration Date.

k. **Roof Use by Landlord.** Landlord reserves the right to use the surface of the roof in any manner which does not materially interfere with Tenant’s use of the Premises including, but not limited to, installation of telecommunication equipment, solar equipment, fuel cells, battery storage, distributed technologies or any other uses.

l. **Renewable Energy.** Tenant agrees to cooperate with Landlord in the event that Landlord desires to provide a source of renewable energy to serve the Premises or the Project, such as solar or wind power. Without limiting the foregoing, Tenant shall, upon request, (i) provide Landlord with its actual and estimated future energy consumption needs, (ii) if the Premises is separately metered, enter into a reasonable power purchase agreement with Landlord or the generator of the renewable energy source, provided that Tenant shall not be obligated to pay more than it pays the utility company, (iii) in connection with any such renewable energy source, enter into a reasonable net meter arrangement with the utility company providing service to the Premises, and (iv) permit Landlord and/or the installation company access to the Premises to permit connection of the renewable energy system and net meter to the electrical facilities serving the Premises. Upon installation of any renewable energy system, Tenant shall be obligated to purchase the energy generated by such system, not to exceed Tenant’s actual energy usage.

m. **Force Majeure.** If either party to this Lease is prevented from performing any obligation under this Lease by a Force Majeure, such obligation shall be excused during (and any time period for the performance of such obligation shall be extended by) the period during which the Force Majeure continues; provided, however, that this Section shall not (a) permit Tenant to hold over in the Premises after the Lease Expiration Date, or (b) excuse (or extend any time period

for the performance of) (i) any obligation to pay Rent, otherwise remit money or deliver credit enhancement, (ii) any obligation under the “Indemnity and Waiver of Claims” and “Insurance” Sections, or (iii) any of Tenant’s obligations whose breach would interfere with another occupant’s use, occupancy or enjoyment of its Premises or the Project.

n. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The signature of a party transmitted electronically (e.g., e-signature) or by facsimile, email of a pdf copy, DocuSign or other similar technology application shall constitute and have the same force and effect as the original signature of the party. Following execution, a pdf (or similar image file format) of this Lease (whether signed electronically or in ink) shall be deemed the equivalent of the delivery of the original, and any party delivering such a counterpart shall in all events deliver to the other party an original signature promptly upon request.

o. **Unrelated Business Income.** If Landlord becomes aware that any part of the payments by Tenant to Landlord under this Lease may be characterized as (i) unrelated business income, or (ii) not “rents from real property,” in each case, under the United States Internal Revenue Code and related regulations, then Tenant shall enter into any amendment proposed by Landlord to change such characterizations, provided the amendment does not require Tenant to make more payments or accept fewer services from Landlord than under this Lease.

p. **Waiver of Redemption of Tenant.** Tenant hereby waives, for Tenant and for all those claiming by, under or through Tenant, all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant’s right of occupancy of the Premises or Project after any termination of this Lease.

q. **Rights Reserved by Landlord.** Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right to make changes to the Project, Building and Common Areas as Landlord deems appropriate, including, without limitation, the right to grant easements, rights of way, utility raceways and make dedications; to grant lease, license or use rights to third parties; to utilize the foregoing easements or licenses at the Project; to dedicate for public use portions of the Project; to improve the energy efficiency or sustainability of the Building or the Project; and to change the name of the Building or the Project.

36. FURTHER SPECIAL STIPULATIONS

Insofar as the following special stipulations conflict with any of the foregoing stipulations, provisions, terms conditions, covenants and agreements, the following shall control:

37. NON-BINDING EFFECT ON FUTURE GOVERNING AUTHORITIES, ETC.

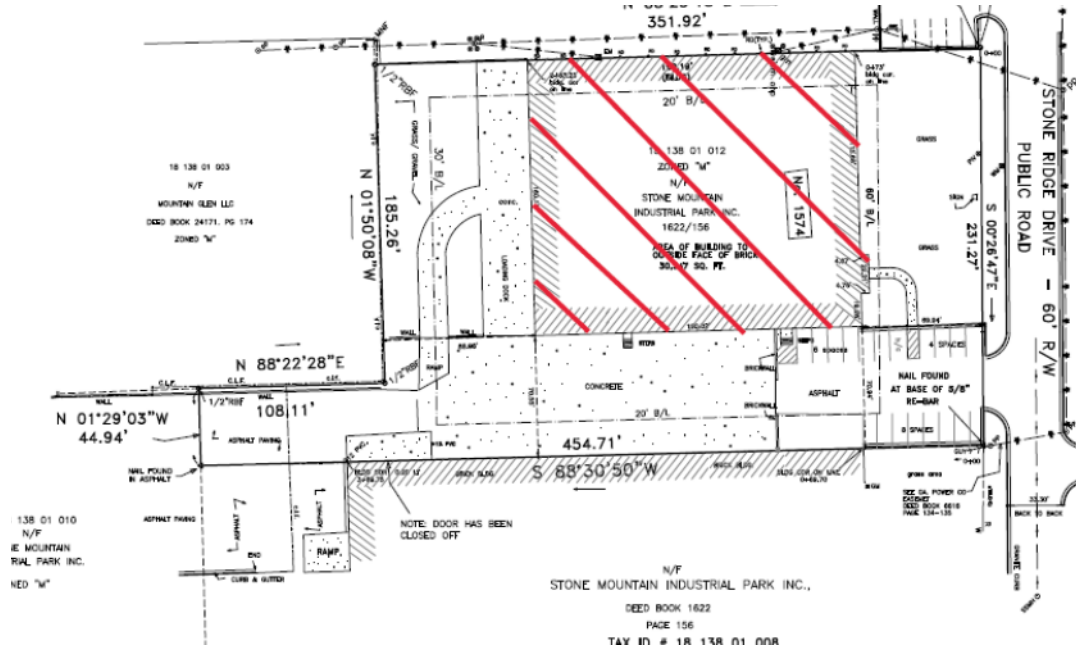
Nothing in this lease shall be construed as binding on any future governing authorities of DeKalb County to create a debt beyond the year in which made or renewed as prohibited by Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983.

38. ENTIRE AGREEMENT

This rental agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this rental agreement shall be binding upon the parties herein unless reduced to writing and signed by all parties to this rental agreement.

EXHIBIT "B"

The Premises occupy the space between the walls, and floor and ceiling, of the Building, as depicted below.



Tenant has right to the following use of Common Areas: the parking areas to the extent specifically set forth in this Lease and reasonable use of the driveways, sidewalks, and loading areas to gain access to the Premises, and the landscaped areas of the Project, subject to the Rules and Regulations set forth by Landlord from time to time.

Unless otherwise noted, Tenant's right to use of Common Areas (a) is not exclusive and (b) shall be at all times subject to Landlord's policies.

[Remainder of page intentionally left blank]

EXHIBIT "C"

RULES AND REGULATIONS

Capitalized terms used but not defined herein shall have the meanings given in Tenant's Lease.

1. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure or otherwise damage the Premises or Building. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord, Landlord's performance of its obligations under the Lease or other leases with other tenants, or other tenants in the Building or Project. Tenant shall occupy the Premises in compliance with all Applicable Laws for the Premises or Project.
2. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord, any governmental agency or any insurance company insuring the Project, including without limitation the insurer's fire protection impairment procedures. No person shall go on the roof without Landlord's prior written permission.
3. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant, and Tenant shall not install any window covering which would affect the exterior appearance of the Building.
4. No antenna, aerial, discs, dishes or other such device shall be erected on the roof or exterior walls of the Premises, or on the grounds, without the written consent of the Landlord in each instance. Any device so installed without such written consent shall be subject to removal by Tenant, at Tenant's sole cost and expense, without notice at any time. Tenant, at its sole cost and expense, shall repair any damage resulting from such removal and shall restore the Project to good order and condition.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.
6. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant, including Tenant inventory, to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or materials in such areas or permit any work to be performed outside the Premises.
7. No open storage or auctions shall be permitted in the Project.
8. All garbage and refuse shall be placed in containers placed at the location designated for refuse collection, in the manner specified by Landlord. If Landlord consents to Tenant placing other containers, storage devices, construction dumpsters or similar vessels in the Project, Tenant

must place plywood or other protective material under such items to protect the pavement or asphalt.

9. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.

10. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless a portion of the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Project. Landlord shall have the right to designate the Project or Building (including the Premises) as a non-smoking building.

11. Unless otherwise directed by Landlord, Tenant shall have the right to park in common with other tenants of the Project in those areas designated by Landlord for non-reserved parking. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking area. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of parking facilities. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. The parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, SUVs or pick-up trucks ("**Permitted Size Vehicles**"). No vehicle or equipment shall remain upon the Common Area longer than 72 hours. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Tenant may store overnight in the normal course of its business one operative tractor/trailer or truck for each dock high loading position exclusive to the Premises, if any, provided this overnight storage does not interfere with other tenant's use of the Building or Project. Vehicles other than Permitted Size Vehicles shall otherwise be parked and loaded or unloaded as directed by Landlord. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Section, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. No vehicle or equipment of any kind shall be dismantled or repaired or serviced on the Common Area. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft.

12. Tenant shall not use or keep on the Project or Premises (i) any matter having an offensive odor or which may negatively affect the indoor air quality of the Building, (ii) any explosive or highly flammable material (including any fuel source not provided by Landlord), or (iii) any form of hemp or marijuana or ingredient thereof (e.g., THC or CBD) or any product containing same; nor shall any animals other than handicap assistance dogs in the company of their handlers be brought into or kept in or about the Project.

13. Tenant assumes all responsibility for protecting the Premises from theft and vandalism.

14. Tenant shall cause all Tenant Parties to comply with these Rules and Regulations.

15. Landlord shall not be responsible or liable to Tenant for the non-performance of any other tenant or occupant of the Building or Project of the Rules and Regulations or for any interference or disturbance of Tenant by any other tenant or occupant.

16. Landlord reserves the right to make such amendments to these Rules and Regulations from time to time that are not inconsistent with the Lease.

EXHIBIT D

LANDLORD PAYMENT INSTRUCTIONS

Tenant must before, or promptly after, the Lease Commencement Date register with the Landlord's tenant/customer portal as indicated below. Tenant hereby consents to receive any written or other notice under this Lease through the tenant/customer portal.

Tenant agrees to make any payments required under this Lease by one of the following methodologies:

1. Through the tenant/customer portal.
2. By wire.
3. By check.
4. By ACH.

Landlord will provide tenant/customer portal enrollment instructions, address for payment of Rent by check, and ACH/wire instructions for payment of Rent by ACH/wire in a separate "welcome package" or other communication.

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate
Management LLC
90 Park Avenue 32nd Floor
New York, New York 10016
Attention: General Counsel

and

BREIT STONE MOUNTAIN OWNER LLC
c/o Link Logistics Real Estate
Management LLC
602 West Office Center Drive, Suite 200
Fort Washington, Pennsylvania 19034
Attention: Lease Administration
Email: leaseadministration@linklogistics.com

With a copy, with respect to certificates of insurance, to TenantCOI@linklogistics.com

EXHIBIT E

MINIMUM SERVICE CONTRACT REQUIREMENTS

Service Contract. The Service Contract for the HVAC System required under the Lease must become effective within 30 days of Tenant's occupancy of the Premises, and service visits must be performed on at least a quarterly basis unless otherwise agreed in writing by Landlord. The maintenance contract must include the following services:

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

EXHIBIT F

MOVE OUT CONDITIONS

Notwithstanding anything to the contrary in this Lease, Tenant is obligated to check and address prior to move-out of the Premises the following items. The following list is designed to assist Tenant in the move-out procedures but is not intended to be all inclusive.

1. All lighting is to be placed into good working order, including, without limitation, replacement of bulbs, ballasts and lenses consistent with existing lighting, as needed.
2. All truck doors, dock levelers and pedestrian doors, are to be serviced and placed in good operating order. This includes the necessary replacement of any dented truck door panels and adjustment of door tension to insure proper operation. All door panels which are replaced are to be painted to match the Building standard.
3. All columns in the Premises are to be inspected for damage and Tenant shall be responsible for repairs to such structural columns resulting from damage caused by or attributable to Tenant and/or Tenant's Parties.
4. HVAC Systems, including without limitation, warehouse heaters, industrial fans, exhaust and ventilation systems, air rotation units, and infrared tube heaters (if applicable), are to be placed in good working order, including the necessary replacement of any parts to return the HVAC System to a well-maintained condition. Upon move-out, Landlord will have an exit inspection performed by a certified mechanical contractor to determine the condition of the HVAC System.
5. All holes in the sheetrock walls of the Premises are to be repaired/painted prior to move-out, and all striping and markings on floor (including the warehouse floor) are to be removed in their entirety in a manner so as not to detrimentally affect the slab, which such removal methods and/or processes shall be subject to Landlord's prior approval thereof.
6. The carpets and tiles are to be in a clean condition and not have any holes or chips in them. Landlord will accept reasonable wear and tear on these items provided they appear to be in a maintained condition.
7. The Premises is to be returned in a clean condition, including the cleaning of the offices, coffee bar, restroom areas, windows and other portions of the Premises.
8. The warehouse area of the Premises is to be in broom clean condition, free of debris and cobwebs, with all inventory and racking removed. There are to be no protrusion of anchors or bolts from the warehouse floor. All bolts, anchors or other devices used to attach or affix Tenant's trade fixtures are to be removed, subject to Landlord's prior written approval. If machinery/equipment is removed, the electrical lines are to be properly terminated at the nearest junction box.
9. All exterior windows with cracks or breakage are to be replaced, and all damaged window mullions are to be repaired or replaced, as necessary.

10. Tenant shall provide to Landlord the keys and passcodes for all locks on the Premises, including front doors, rear doors, and interior doors.
11. Except as otherwise agreed to in writing, it is expressly agreed that any and all telephonic, coaxial, ethernet, or other data, computer, word-processing, facsimile, cabling, or electronic wiring installed by Tenant in, on or about the Premises, including all lines above the office ceiling (collectively, “**Wiring**”) is to be removed in its entirety, at Tenant's sole cost and expense. Tenant shall be responsible for any and all damages to the Premises caused by such removal.
12. All electrical systems are to be left in a safe condition that conforms to Applicable Laws. Bare wires and dangerous installations are to be corrected prior to move-out.
13. All plumbing fixtures are to be in good working order, including the water heater. Faucets and toilets are to be leak-free. Any sump pumps in the truck well shall be free of debris and operational.
14. All dock bumpers must be left in place and well secured.
15. All Tenant exterior and interior signs shall be removed and at a minimum, the wall surface shall be restored and painted to match the existing color, it being expressly understood that Tenant shall be responsible for any and all damages to the Premises, the Building or the Project caused by such signage removal.
16. All waste containers placed in or about the Premises or the Project by Tenant (including in the dock areas of the Premises) shall be removed and the areas related thereto returned in a clean and sanitary condition, free of debris.
17. Any and all roof penetrations shall be resealed in a watertight condition.